



**RULES FOR THE USE OF UNATTENDED CAR PARKS "A"C"D"F"
– ORIO AL SERIO AIRPORT (BG)
Art. 8 ENAC Ordinance No. 8 of 17th July 2015**

These Regulations govern use of the unattended car parks referred to as "A"C"D"F", establishing the specific procedures for access and use of the spaces that users must comply with.

TABLE OF CONTENTS

- 1. SUBJECT**
- 2. USERS**
- 3. ACCESS PROCEDURE**
- 4. CONDITIONS AND REQUIREMENTS FOR PARKING AUTHORISATION**
- 5. PROVISION OF WINDOW DECALS**
- 6. RULES OF CONDUCT WITHIN THE CAR PARK**
- 7. RESPONSIBILITY AND ABUSE**
- 8. PROCEDURE FOR REMOVAL AND DELIVERY OF THE VEHICLE**
- 9. MODIFICATIONS TO THE REGULATIONS**
- 10. DISPUTES**
- 11. PROTECTION OF PERSONS - PERSONAL DATA PROCESSING**

ART. 1. - PURPOSE

The company S.A.C.B.O. S.p.A. is authorised to manage the Bergamo Orio al Serio airport, as Ministry of Transport and Navigation concessionary company, under Convention no. 44 of 1st March 2002;

These Regulations govern management of the car parks "A"C"D"F", owned by SACBO S.p.A.

The car parks are equipped with a video surveillance system. Recording is carried out by the Local Police Unit of the municipality of Orio al Serio for the purposes of security and crime prevention (Art. 13 of the Personal Data Protection Code Legislative Decree 196/2003).

ART. 2 - USERS

Use of the car parks is open to:

- a) service vehicles owned by SACBO S.p.A.;
- b) vehicles of employee and/or vehicles administered by SACBO S.p.A. in service;
- c) vehicles of personnel of State Agencies;
- d) vehicles of personnel of contractors and/or of sub-concessionary companies;
- e) vehicles of airport operators;
- f) vehicles of personnel of airlines and of handling companies.

ART. 3 - ACCESS PROCEDURE

Access is the permitted parking only by users with compliant window decal.

The car parks known as "C" and "D" are the only ones with in/out access bars.

Functioning of the in/out access bar is regulated by the personal enabled badge.

SACBO S.p.A., at its sole discretion and at any time, following communication to ENAC, may temporarily discontinue use of all or parts of the car parks for its own needs and/or to vary the conditions of their use and the allocation of spaces among the various categories of users, giving notice to the parties concerned with a reasonable period of notice.

ART. 4 - CONDITIONS AND REQUIREMENTS FOR PARKING AUTHORISATION

Authorisation granted is limited to the service, which is valid only for those hours during which the service actually takes place.

Authorisation for entry to the car parks does not automatically offer entitlement to parking as the latter depends on the actual availability of spaces.

Validity of the authorisation expires on 31st December of each year, or upon the termination date of the operator contract and is only renewed with a specific request to be sent to SACBO S.p.A., excluding cars of State Agency personnel who must submit it to ENAC, no later than 30th November each year.

SACBO S.p.A. reserves the right, at its sole discretion and at any time, to change the allocation of spaces among the various categories of users, communicating this to ENAC and to the persons concerned with a reasonable period of notice.

These authorisations are to be considered for the exclusive use of the user and may not be granted to any third party.

Parking permissions expire by law with termination of employment and/or in the event of a transfer to another location and/or in case of non-payment, where applicable, of the relevant fee.

ART. 5 - PROVISION OF WINDOW DECAL

Following authorisation, SACBO S.p.A. issues the appropriate special window decal, complete with the relevant data (personal entry card number, number plate, parking type and expiry date).

This window decal must be applied on the front windscreen of the vehicle so that it is clearly visible and readable from the outside.

- The window decal is strictly related to the vehicle, as verification of access compliance takes place by checking the number plate;
- In case of loss or deterioration, which alters its readability or characteristics, it will only be replaced upon presentation of the report of loss or by returning the damaged one;
- Any reproduction and the displaying of non-original window decals is prohibited.

Together with delivery of the window decal, authorised users also receive a copy of these Regulations and must sign an acknowledgement of receipt and acceptance of these rules and all prohibitions and/or restrictions and measures that were imposed for security reasons by ENAC and SACBO S.p.A.

ART. 6 - RULES OF CONDUCT WITHIN THE CAR PARK

Parking of the car will be performed directly by the user.

It is obligatory for drivers to leave their vehicles in the parking spaces specifically delimited, with the doors closed, the engine stopped, fully braked and adopting every precaution for the safety of personal property and of third parties.

In particular it is strictly forbidden:

- a) to discharge and dispose of objects of any kind, especially if flammable;
- b) to refuel, carry out repairs, vehicle washing, battery recharging;
- c) to park vehicles with leaks from the tanks or with other defects such as to cause damage to the car park;
- d) to park vehicles without a compliant number plate or authorised replacement number plate without the specific consent from SACBO S.p.A.;
- e) to park a vehicle in the transit areas and in front of the exits.

During transiting in the parking areas, users must follow the direction of movement indicated by the signs, adhering to the applicable traffic rules, moving at a walking pace and paying particular attention to pedestrians.

In order to prevent damage to nearby cars and road structures, artefacts and structures that exist, access to the spaces must be performed with caution.

Vehicles parked in car parks without the bars referred to as "A" and "F" allocated in prohibited areas, outside of the authorised spaces or irregularly, such as to cause obstruction to other users, or without window decal, will be sanctioned and/or removed by the local police of the municipality of Orio al Serio with the cost and associated risks being the sole responsibility of the offender.

Vehicles found to be without the appropriate identification mark referred to in art. 5, or where the mark is displayed in a non-visible manner that makes it impossible to check authorisation to make use of the car parks will be sanctioned and removed by the local police of the municipality of Orio al Serio with charges payable by the owner of the vehicle.

If it is not possible to remove, the vehicle will be locked in place.

S.A.C.B.O. S.p.A. reserves the right to remove abandoned vehicles after 30 days of continuous permanence (day and night within the area).

ART. 7 - RESPONSABILITY

Authorisation, pursuant to art. 4 of these Regulations, relates to the parking of vehicles indicated in art. 2, excluding depositing and safekeeping of the vehicle.

S.A.C.B.O. S.p.A. cannot be held liable for any damage or theft, actual or attempted, that the vehicle may suffer, or for the damage and theft of items left inside, accessories and individual parts of the car.

S.A.C.B.O. S.p.A. can in no way be held liable for any damage that drivers may cause to themselves or to third parties and damage caused by vandalism or derived from natural disasters or force majeure.

In case of damage due to knocks, collisions or accidents, caused by users inside the car park, the right to compensation for damages will be exercised directly by the injured party against the perpetrator.

Permanence in the parking area for reasons unrelated to the service must be previously communicated to and authorised by S.A.C.B.O. S.p.A.

At the time of termination of employment the user is obliged to return the parking authorisation window decal in their possession.

ART. 8 - PARKING AREAS "A" and "F". VEHICLE REMOVAL AND DELIVERY PROCEDURE

The company in charge of removal, following a request by the local police of the municipality of Orio al Serio, intervenes to remove the vehicle and to transfer it to the car pound.

At the time of removal and storage of the vehicle, a document is drawn up by the local police of the municipality of Orio al Serio reporting the infringement identified and an adequate description of the conditions in which the vehicle was found.

The costs associated with removal and custody are the sole responsibility of the owner of the vehicle; the amount due is paid directly to the removal company or to the local police of the municipality of Orio al Serio through procedures specified by the manufacturer.

Return of the vehicle may only be carried out by the company, after the owner has paid the fees referred to in the preceding paragraph.

ART. 9 - MODIFICATIONS TO THE REGULATIONS

SACBO S.p.A. reserves the right to update, supplement and amend these Regulations, notifying ENAC thereof, in order to better ensure the safety, functionality and efficiency of the parking area.

ART. 10 - Disputes

With the introduction of the vehicle into the parking area the user accepts all the conditions laid down in these Regulations, a copy of which, prepared by SACBO S.p.A., will be displayed at the entrance to the car park.

Any disputes arising from the interpretation or implementation of these Regulations will be dealt with exclusively by the Court of Bergamo.

ART. 11 - PROTECTION OF PERSONS - PERSONAL DATA PROCESSING

1. Pursuant to and for the purposes of the provisions of Legislative Decree 196/2003, SACBO is committed to ensuring that all the personal information directly provided by users, and in any case connected with use of car park "A" will be subject to processing, automated and non-automated, exclusively for the managerial and administrative purposes regarding provision of the service.
2. The conferment of data is necessary for the fulfilment of the afore-mentioned purposes and, in default, it will not be possible to implement them in whole or in part.
3. The data will be only used by SACBO S.p.A. using the methods and procedures necessary to accomplish the purposes indicated.
4. Such personal data may be communicated to public and/or private bodies, in Italy and abroad, competent and qualified with respect to that covered by these Regulations in relation to the same purposes referred to in section 1. Persons who may learn of personal data are the managers and officers authorised by the latter to carry out the processing operations necessary or related to the managerial and administrative obligations of this contract. These data will not be disseminated (art. 4, paragraph 1, letter m of Legislative Decree 196/03).
5. Communication can only take place pursuant to arts. 23 and 24 of Legislative Decree 196/2003 and within the limits of art. 25 of the same Decree.
6. The party concerned, with regard to the processing of personal data provided for in this article has the right to obtain confirmation of the existence or non-existence of the personal data relating to them and its communication in an intelligible form, to obtain information on the origin of the personal data, the purposes and methods of processing and of the logic applied in case of processing with electronic instruments. The party concerned has the right to update, rectify, integrate, cancel and oppose the processing of their personal data, in addition to all the other rights granted by art. 7 of Legislative Decree no. 196/2003 within the limits and under the conditions laid down by arts. 8, 9 and 10 of the same Decree.
7. For the processing carried out by SACBO the Data Controller is SACBO S.p.A. - Via Orio al Serio, 49/51 24050 Grassobbio (BG).
8. The person concerned for the exercise of rights under art. 7 may direct their request to the person responsible for Privacy response, Sacbo Via Aeroporto, 13 - 24050 Orio al Serio (BG) or to the e-mail address: privacy@sacbo.it

Any violation of the provisions of these Regulations and any abuse will be prosecuted by law and should such conditions occur, the provisions of art. 614 of the Criminal Code will be imposed.