

## UNATTENDED CAR PARK REGULATIONS

**Art. 1)** GESAP has put at the disposal of its users an area intended as a car park for motor cars (without any kind of trailers) and motorcycles (hereinafter referred to as "vehicles"); this area is circumscribed, lit and equipped with boom barriers to get in and out. Within the car park and appropriately marked and signposted, there is a restricted parking area for the benefit of vehicles bearing the disabled parking permit as per Presidential Decree 503/1996: the permit must be in date and placed in a visible position.

**Art. 2)** Bringing your vehicle into the car park implies total acceptance of these Regulations and all the procedures and rules for usage. It is the job of the car park staff to ensure that the regulations are observed.

**Art. 3)** The act of collecting your swipe card to open the incoming boom barrier, gaining entry into the car park itself and parking your vehicle in your chosen space, automatically implies engaging in a contract with GESAP, who by way of provision of a parking space, charges you a set fare as per tariffs in force; by occupying the space you tacitly accept these parking Regulations in full. 3.1 GESAP is under no obligation to keep watch over or look after your vehicle; therefore, GESAP cannot be held liable for any damage incurred by third parties by way of theft, breaking in or looting and this includes any belongings left in the vehicle, accessories or/and single car parts.

**Art. 4)** The user is bound to observe the road surface marking and other signs placed in easily seeable positions and to park his vehicle in the appropriate spaces within the lines.

4.1) Users of the car park must observe all road traffic rules regulating vehicle circulation as well as any other prohibitions or restrictions that GESAP may indicate.

4.2) It is particularly forbidden to park your vehicle in the thoroughfares or to block the passage of other vehicles in any way; it is likewise prohibited to park your car in reserved spaces or to obstruct the entrances and exits.

4.3) Users are likewise bound to engage the hand brake upon parking their vehicles, to lock all vehicle doors and car bonnets and to leave the car park immediately.

4.4) Any users whose vehicle occupies even partially more than one parking space will be charged double the rate.

4.5) GESAP has the right to remove any badly parked vehicles (for instance, vehicles parked outside the lines, on the pavement, in the wrong direction, in the thoroughfares, in front of the entrances and exits) and to charge the user for all expenses incurred thereby.

4.6) In accordance with the law, GESAP likewise has the right to tow away any abandoned vehicles and to proceed to obtain enforcement orders so as to recover any sums due for parking services and other expenses borne.

4.7) GESAP also reserves the right to remove any vehicles parked in areas due to undergo emergency repairs even without giving notice at the moment of parking, nor shall it be liable for expenses or penalties as a result.

**Art. 5)** Vehicles must drive very slowly within the confines of the car park. Moreover, it is strictly forbidden to engage in any activities which might interfere with the normal functions of the car park and/or cause damage to it or to other people.

5.1) The car park areas and its equipment must be used with the utmost care; any damage inflicted by the user must be repaired and/or compensated at his expense.

5.2) Prior authorisation must be obtained from the car park attendants for any stays exceeding twenty (20) days. At the moment of making the request, vehicle make and plate number must be supplied.

5.3) Should this fail to happen and once 20 (twenty) days have elapsed since the vehicle entered the car park, GESAP is entitled to have it forcibly removed and to charge all ensuing expenses to the offender.

5.4) The car park facilities may be withheld in cases of imperative need resulting from works or due to force majeure.

**Art. 6)** The car park is installed with a video-surveillance system in order to ensure safety standards, to preserve corporate belongings, to prevent any offences taking place and to protect the users, passengers and staff members from any harm.

6.1) Only GESAP personnel involved in running the car park will view, record and store the images; special staff members will be charged with this task to be performed in accordance with the law and all images shall be cancelled no later than 48 hours after being recorded.

**Art. 7)** GESAP is expressly provided with the right of retention; therefore, GESAP may lawfully stop the vehicle from being picked up until the user has fully settled the amount due for services rendered (article 2756, paragraph 2 of the Italian civil code).

**Art. 8)** The car park facilities must be paid for and the current rates are displayed at the car park entrance. The only exception to this are any vehicles with specific permits as per Presidential Decree 503/1996; the permits must be in date and clearly displayed on the front of the vehicle which must itself be parked within the designated bays.

8.1) For the purposes of calculating the amount due to be paid, the magnetic swipe card is the only valid document testifying to the date and time that the vehicles entered the car park.

8.2) Before going to pick up your vehicle, the fees due must be paid at the automatic payment points inside the passenger terminal and the car park itself. The manner of payment is displayed on the automatic payment machines.

8.3) You have 15 minutes' leeway between paying the parking fees and leaving the car park in your vehicle; similarly, when you enter the car park, you have up to 15 minutes to leave without paying; once these 15 minutes have elapsed, you must pay for the time spent in the car park at the current rates.

8.4) Should you lose your entrance ticket and be unable to provide proof of how long the vehicle has been parked, you will be charged the fixed rate on display by the Management Company.

8.5) No promises of payment shall be accepted given that parking fees must be paid for the vehicle to leave the car park and GESAP has every right to withhold the vehicle for the time period required as per the provisions of article 2756 2<sup>nd</sup> paragraph of the Italian civil code.

**Art. 9)** Pursuant to Legislative Decree 196/03 when handling personal data, principles of fairness, openness, lawfulness and confidentiality will be ensured to protect the users.

9.1) Pursuant to article 13 of Legislative Decree 196/03 the following information is provided: - the personal data is provided by users of their own accord and it will be handled in compliance with the privacy laws for the following purposes: for all necessary contractual obligations; - the data processing will take place on paper and/or entered onto a computer system; audio/video devices may also assist in the process.

9.2) The data controller of your personal data is GES.A.P. Spa , with registered offices at the Falcone-Borsellino Airport of Palermo.

9.3) You may exercise your rights against the data holder at any given time pursuant to article 7 of Legislative Decree 196/03.

**Art. 10)** Any grievances may be addressed in writing to GESAP and must clearly state the complainant's details, the date and a description of the event.

Approved by the Board of Directors of GESAP S.p.A. on 3<sup>rd</sup> June 2015.