



# **INTERPORTO TRENTO NORD**

## **UNATTENDED PARKING AREA**

RULES OF USE GENERAL CONDITIONS OF CONTRACT  
pursuant to Article 1341 of the Civil Code OF THE PARKING SERVICE WITHOUT CUSTODY  
for public offer ex art. 1336 c.c.

### **INTRODUCTION**

- Before entering the unattended area, please read carefully these General Terms and Conditions, the Rules of Use and the Fees displayed at the access gate and published, together with the list of facilities and services available, on the website [www.autobrennero.it](http://www.autobrennero.it) in the section dedicated to the parking area.
- For needs and emergencies, contact the operator by means of the intercom installed at the access gate or by calling the toll-free numbers 800-279940 (from Italy) and 00-800-22022022 (from Germany, Austria and Holland) or the number +39 0461 212851, which are active all year round, 24 hours a day.
- For communications write to Autostrada del Brennero S.p.A., via Berlino n.10, 38121 Trento, [a22@autobrennero.it](mailto:a22@autobrennero.it) and/or fill in the format on [www.autobrennero.it/en/highlightings-and-complain/](http://www.autobrennero.it/en/highlightings-and-complain/)
- The parking area complies with the European Standards for Safe and Secure Truck Parking Areas promoted by the European Secure Parking Organisation (EU Regulations n.2022/1012 and EC n.561/2006). Information regarding the issued and valid European Certification is reported and published on [www.autobrennero.it](http://www.autobrennero.it) . Any reports or complaints may be forwarded to [eu-parking@dekra.com](mailto:eu-parking@dekra.com) .

### **GENERAL TERMS AND CONDITIONS**

#### **Art. 1 - Object and Applicable Regulations**

- 1.1. Autostrada del Brennero S.p.A. ("Manager") provides the person, who enters the unattended parking area with a vehicle ("User"), with a parking service without custody and for a specific period of time, which consists of the use of a free parking space delimited by road marking, against payment of the fee ('Fee'). The service is provided without delivery or storage of the vehicle, and any obligation of custody and/or surveillance by the Manager is therefore excluded from the scope of the contract.
- 1.2. With the withdrawal of the admission ticket and/or the introduction of the vehicle into the parking area, the User concludes the contract by public offer (Art. 1336 of the Italian Civil Code) and expressly accepts (articles 1341 and 1382 of the Italian Civil Code) these contractual provisions, including the Manager's exoneration of liability for damages suffered and arising from accidents, crimes, events (theft, etc.), fires, extraordinary and unforeseeable events and/or damages other events occurring in the area and caused by third parties (article 7 of the General Terms and Conditions), as well as the right to remove the vehicle and to be barred from accessing the area in the future and the application of penalties (article 6 of the General Terms and Conditions).
- 1.3. The User accessing the truck park by means of an automatic parking payment system using Telepass must carefully read the rules and conditions of use of Telepass for parking payment, available on the Telepass website. In this respect, the User acknowledges that the Manager is extraneous to the contractual relationship between the User holding a Telepass subscription and Telepass S.p.A. for the payment services provided by the latter to the User. Therefore, the User is obliged to address any disputes, requests for reimbursement or billing (to be requested before parking) directly and exclusively to Telepass S.p.A. The above applies to other payment service "providers".
- 1.4. The User - who accesses by means of a Subscription Device - is subject to the terms and conditions set out in the relevant signed contract.
- 1.5. Introduction, General Terms and Conditions, Rules of Use and Fees form an integral and substantial part of this contract.



### **Art. 2 - Duration and Hours of Operation.**

- 2.1. The parking area is open all year round, 24 hours a day. The Manager reserves the right to close, even without prior notice, the entire area or part of it (by way of example, but not limited to, in the event of: works and ordinary/extraordinary maintenance of the area, its appurtenances or neighbouring motorway infrastructures; force majeure; public interest or public safety, or for other requirements and/or any need).
- 2.2. Parking is allowed for a maximum duration of 5 (five) consecutive days from the date and time of access, as resulting from the surveys carried out by the Manager.
- 2.3. From the sixth day onwards, the vehicle shall be considered to be in an 'unauthorised abusive state' and the Manager shall be entitled to apply the penalty, to remove the vehicle and take it to another location, as well as to report it to the competent Authorities and to prohibit future access to the area (article 6 of the General Terms and Conditions and articles 12 and 13 Rules of Use).
- 2.4. The Manager reserves the right to authorise parking beyond the aforementioned 5-day period.

### **Article 3 - Withdrawal.**

- 3.1. In the event of non-acceptance of this contract (articles 1-13), the User is permitted to leave the area at no additional cost, provided this occurs within a tolerance limit of 10 (ten) minutes. During this time period, the Manager shall remain exempt from any liability and the User shall, in any case, be obliged to comply with the rules of conduct and in the event of violation shall be subject to the application of the relevant consequences (articles 6 and 7 of the General Terms and Conditions and articles 10-13 Rules of Use).

### **Art. 4 - Hourly Parking Fees**

- 4.1. The applicable Hourly Parking Fee is displayed at the entrance and near the automatic cash machines, as well as published on the Manager's website. The Fee shall be deemed to be expressly accepted by the User, and the fee due shall be that resulting from the calculation of the Parking Time based on the Current Fee.
- 4.2. The Fee is displayed at the access gate and published on the website [www.autobrennero.it](http://www.autobrennero.it) in the section dedicated to the parking area.

### **Art. 5 - Conditions for Access, Parking and Exit.**

- 5.1. The ticket, the subscription, and the registration by means of the Telepass Device or other device prepared for the purpose by the Manager, constitute the only entitlements capable of legitimising access, transit, parking and exit, as well as of ascertaining the date and time for the operations for calculating the amount due for parking.
- 5.2. Before exiting the parking area, the User, equipped with a ticket, must go to the automatic cash machines, pay the fee due for the parking – by cash, credit or debit card - and keep the validated ticket.
- 5.3. Exit of the User from the area must take place within 30 (thirty) minutes after payment has been made, i.e. after the validated ticket has been issued. After this time, the User is obliged to go to the cash desks again and supplement the payment of the amounts due for the additional parking.
- 5.4. The User is obliged to keep the validated and non-validated ticket, with the consequent exoneration of liability for the Manager in the event of loss and use by third parties.
- 5.5. In the event of ticket non-issuance or equipment malfunction, the User is required to immediately contact the Manager by means of the intercom or at the numbers indicated in the introduction.

### **Article 6 - Application of Contractual Penalties and Right of Removal, Notification and Inhibition of Access.**

- 6.1. Taking into account the seriousness and repetition of the conduct, the User expressly accepts the consequences in the event of violations of the contractual provisions (Articles 1336, 1341 and 1382 of the Italian Civil Code) and acknowledges that the Manager shall be entitled to:
  - apply contractual penalties, determined in the amount of 100.00 (hundred) euros, 250.00 (two-hundred and fifty) euros and/or 500.00 (five hundred) euros, proportionate to the gravity of the individual infringement;
  - proceed with the removal and recovery elsewhere of vehicles, or parts thereof, deemed to be "in an unauthorised abusive state" (articles 2 and 5 of the General Terms and Conditions and articles 11 and 12, letter l) Rules of Use - prohibition to park for more than 5 days, prohibition to enter and/or leave vehicles or parts thereof);
  - report the presence of the vehicle (number plate - model) to the Local Police, or other Authority, proceed to remove and relocate vehicles or parts thereof, considered "in a state of abandonment",



"out of use" and/or "waste", i.e. in violation of the regulations set out in Legislative Decree no. 285/1992, Legislative Decree no. 209/2003, Legislative Decree no. 152/2006, Ministerial Decree no. 460/1999 and subsequent amendments and additions (articles 2 and 5 of the General Terms and Conditions and articles 11 and 12 letter I) Rules of Use - prohibition to park for more than 5 days, prohibition to enter and/or leave vehicles or parts thereof, in violation of the law);

- inhibit future access to the area.

- 6.2. In the event of removal or shelter of the vehicle, any additional costs and charges shall be borne by the User, who undertakes to hold the Manager harmless from any claim for compensation or recourse, including those made by third parties.
- 6.3. In any case, the Manager may demand from the User, and from his co-obligors, payment for parking, penalties and compensation for further damage, as well as the reimbursement of expenses incurred for removal, transport, joint and several penalties and/or otherwise for any reason whatsoever.

#### **Article 7 - Liability.**

- 7.1. The User is directly liable for damage caused to persons, goods, vehicles and objects contained therein and occurring within the area and its appurtenances.
- 7.2. In the event of damage to the Manager's property, the request for payment of contractual penalties shall be without prejudice to the request for compensation for further damage at the expense of the User and joint obligor.
- 7.3. There is no obligation on the part of the Manager to supervise and/or guard the vehicle. Therefore, the User exonerates the Manager from any liability for damage suffered and resulting from accidents, crimes (theft, etc.), fires, extraordinary and unforeseeable events and/or other events occurring in the area and caused by third parties. Furthermore, the User undertakes to hold the Manager harmless from any claim for compensation for damage to persons, vehicles and/or goods contained therein, even in the event of claims by third parties and/or insurance companies.
- 7.4. In the event of damage caused and/or suffered, the User, before leaving the area, is required to report the event (event, dynamics and damage) by contacting the Manager by means of an intercom or by calling the numbers indicated in the premises, also for the purposes of managing the event and securing the area.
- 7.5. The Manager shall be liable for any damage proven to have been caused by his employees, provided that the report is made within the terms and conditions set forth in article 7.4 above.

#### **Article 8 - Privacy Policy, Disclosure and Processing of Personal Data.**

- 8.1. The complete information regarding the processing of the User's personal data is available in the section dedicated to the parking area at [www.autobrennero.it](http://www.autobrennero.it).
- 8.2. To exercise the rights provided by Regulation (EU) no. 2016/679 write to the Data Protection Officer at the Data Controller Autostrada del Brennero S.p.A., via Berlino 10 - 38121 Trento or send an email to [privacy@autobrennero.it](mailto:privacy@autobrennero.it).
- 8.3. Pursuant to and for the purposes of the provisions of Regulation (EU) No. 2016/679 and Legislative Decree No. 196/2003 and subsequent amendments and integrations, the Data Controller undertakes to ensure that the personal data processed in the performance of the contracted service shall be processed for exclusively managerial and administrative purposes inherent to the management of the service itself and the fulfilment of the obligations set out in these Regulations.
- 8.4. The personal data processed are:
  - the number plates of the vehicles using the truck park and the images of the people circulating close to the video surveillance systems
  - the identification data of the driver and/or owner of the vehicle provided to security personnel or the Manager in the event of a breach of these Regulations, anomaly, or subscription.

#### **Art. 9 - Applicable Law, Exclusive Jurisdiction and Complaints**

- 9.1. This contract is governed by Italian law.
- 9.2. The Court of Trento shall have exclusive jurisdiction over any dispute arising from or related to the interpretation and/or execution of this Contract.
- 9.3. Without prejudice to the right of defence and the legal remedies provided for by the law, the User may contact the Manager at the addresses indicated above for clarifications, information or complaints.



## **RULES OF USE**

These Rules of Use form an integral and substantial part of this contract (articles 1-13). Therefore, the User also acknowledges and expressly accepts (articles 1336, 1341 and 1382 of the Civil Code) the following regulatory and sanctioning provisions.

### **Art. 10 - Monitoring and Video Surveillance.**

- 10.1. Video surveillance equipment and personnel, if present, are exclusively for the purpose of safeguarding the management of the area and the assets of the Manager, or to prevent unlawful acts and any form of danger to Users, as well as to monitor compliance with contractual and regulatory provisions, in accordance with current national and European privacy regulations (Art. 8 General Terms and Conditions). The complete Information Notice is available in the section dedicated to the parking area at [www.autobrennero.it](http://www.autobrennero.it).
- 10.2. The Manager does not carry out the identification of the User, nor does it take delivery or custody or store the vehicle, its accessories, goods and/or merchandise contained in it. The area is not guarded and, therefore, any liability on the part of the Manager is excluded (Art. 7 General Terms and Conditions).

### **Art. 11 - Vehicles Authorised to Access the Area.**

- 11.1. Access to the area is reserved for vehicles allowed to circulate on motorways according to the rules of the Italian Traffic Code except for those subsequently listed and/or indicated with appropriate signage.
- 11.2. Therefore, access, transit and parking of the following vehicles is forbidden:
  - bicycles, motorbikes, scooters, cars, buses and camper vans;
  - those mentioned, none excluded, in article 175 paragraph 2 of the Italian Traffic Code;
  - those circulating and transporting dangerous materials and/or objects identified according to the national and European regulations in force for the transport of dangerous goods (article 168 of the Italian Traffic Code, Legislative Decree No. 35/2010 and subsequent amendments and additions implementing Directive No. 2008/68/EC and No. 2020/1833/UE as well as Multilateral Agreements on dangerous goods);
- 11.3. In the event of a breach of the preceding paragraphs (11.1 and 11.2) the vehicle will be considered to be 'in an unauthorised state' (article 6 letter b of the General Terms and Conditions).
- 11.4. The aforementioned prohibitions shall not apply to vehicles belonging to or authorised by the Manager.

### **Article 12 – Rules of Conduct.**

- 12.1. During access, transit, parking and exit, the User, like a pedestrian, is obliged to comply with the horizontal marking and vertical signs, the rules of the Italian Traffic Code and the instructions provided, even verbally, by the Manager's personnel.
- 12.2. Furthermore, the User is obliged to:
  - enter or leave the parking area only when the barrier is stationary and in a vertical position;
  - drive at a speed not exceeding 15 km/h;
  - park the vehicle within the road marking delimiting the stall, without causing any traffic obstruction, with handbrake pulled and doors locked;
  - take every precaution for the safety of persons and their own and/or other people's property.
- 12.3. The User is obliged to keep the ticket for the entire duration of the parking period for the purpose of paying the fee due and, after validation, for the purpose of exit (prohibition of unintentional loss and/or tampering with the ticket with illegibility). The user is obliged to pay the fee due for parking in the prescribed manner and before exiting, and is subject to the obligation to report any malfunctioning of the equipment (articles 4 and 5 General Terms and Conditions).
- 12.4. The User is forbidden to:
  - use more than one parking space for the parking of a single vehicle and/or occupy those marked and reserved for specific types of users and/or vehicles with a specific mass or cargo load;
  - disconnect the tractor and park trailers, semi-trailers or trailers separately;
  - stop with the engine running or honk the horn without a valid reason;
  - carry out maintenance or repairs, washing vehicles and their hangers
  - in the event of an accident/damage/offence, leave without first having fulfilled the obligation to notify/report to the Manager in the prescribed manner (article 7 of the General Terms and Conditions).
- 12.5. The User is absolutely forbidden to:
  - perform fuel racking, light fires or use open flames, camp, abandon rubbish outside the designated collection containers and leave animals on parked vehicles;
  - transfer access and exit permits to third parties, tamper with and/or circumvent the Manager's access, exit and/or control systems;



- leave inside the area vehicles, tractors, trailers, semi-trailers or trailers, contrary to even one of the provisions concerning the prescribed conditions, prohibitions and/or authorisations relating to access, parking and exit (articles 2, 5 and 6.1. letter b) of the General Terms and Conditions and article 11 of the Rules of Use so-called "in an unauthorised abusive state" due to the expiry of the maximum permitted parking period of 5 days and/or in violation of the access prohibitions), and/or whose "states" violate provisions and/or legal obligations (article 6.1. letter c) of the General Terms and Conditions so-called "in a state of abandonment", "out of use" and/or "waste").

### **Article 13 - Violations and Consequences.**

- 13.1. In the event of any breach of articles 12.1 and 12.2, a contractual penalty of 100.00 (hundred) euros shall be applied to the User and his/her co-obligors (obligation to comply with the current traffic regulations, the instructions given by the operator and prudential conduct during access, transit, parking and exit).
- 13.2. In the event of any breach of article 12.3, a contractual penalty of 100.00 (hundred) euros shall be applied to the User and his/her co-obligors (loss and/or illegibility of the ticket - payment after exit - failure to communicate in the event of equipment malfunction).  
In the event of loss and/or illegibility of the ticket and provided that the duration of the parking period is less than 5 (five) days, the User has the right to provide the Manager with proof that objectively certifies the time and day of access for the purpose of paying only the sum due for the parking period.
- 13.2. bis. In the event of a breach of article 12.4., a contractual penalty of 250.00 (two hundred and fifty) euros shall be imposed on the User, and his co-obligors, and the Manager shall be entitled to bar access to the parking area for the future (parking outside road markings or in reserved stalls; prohibition of harassing/dangerous conduct for oneself and other users through the use of hazardous materials or vehicle maintenance or washing operations; obligations to report damage/damage/damage).
- 13.3. In the event of violation of article 12.5. a contractual penalty of 500.00 (five hundred) euros shall be imposed on the User and his co-obligors, and the Manager shall have the right to remove the vehicle and take it to another location, to prohibit future access to the parking area and to report the presence of the vehicle (number plate and model) to the Municipal Police or other competent Authority for the adoption of the measures provided for by law (prohibition of dangerous behaviour by fires/waste/animals; transfer of titles legitimising access and parking, voluntary tampering and/or evasion of access, payment and/or exit systems; prohibition of leaving the vehicle, or part of it, for more than 5 days, "in an unauthorised abusive state" and/or "in a state of abandonment" "out of use" and/or "waste" articles 2, 5 and 6 of the General Terms and Conditions).
- 13.4. In any case, the Manager shall be entitled to remove and recover the vehicle, or parts thereof, to another location after 6 (six) days have elapsed from the date of access. The notification referred to in articles 6.1 of the General Terms and Conditions and 13.3 Rules of Use may result in the declaration of "state of abandonment" or "stolen origin", the forced removal and recovery elsewhere of the vehicle, even its demolition or sale, as well as the application of administrative sanctions and/or the initiation of criminal proceedings (Legislative Decree no. 285/1992, Legislative Decree no. 209/2003, Legislative Decree no. 152/2006, Ministerial Decree no. 460/1999 and subsequent amendments and additions).
- 13.5. In the event of multiple violations, whether occurring during a single stop or during the calendar year, the total amount due as a penalty shall be determined on the basis of the sum of the amounts stipulated for each contested conduct/omission. In any case, the Manager reserves the right to prohibit future access to the area and the widest protection in the courts, both civil and criminal, as provided for in article 6 of the General Terms and Conditions.