

## RULES ON THE USE OF THE "SECURE PARKING" AREA

### Art. 1 – Purpose, Vehicles Admitted to the Area, Free Parking.

- 1.1. The purpose of this agreement is to govern the use of the current parking area, made available by Concessioni Autostradali Venete – C.A.V. S.p.A. ("**Manager**") and enclosed by a gate.
- 1.2. Access to this area is permitted exclusively to heavy goods vehicles used for commercial purposes and intended for the transport of non-hazardous goods ("**User**").
- 1.3. Each User may occupy a single parking space, marked by white lines.
- 1.4. Vehicles of any category belonging to or authorised by the Manager may also access the area.
- 1.5. In any case, vehicles transporting hazardous materials, objects, or substances, as defined under the applicable National and European legislation on the carriage of dangerous goods (Art. 168 Italian Traffic Code, Legislative Decree no. 35/2010 as amended, implementing Directives 2008/68/EC and 2020/1833/EU, and Multilateral Agreements under the ADR - Carriage of Dangerous Goods by Road), are not allowed to access said area.
- 1.6. Parking is free of charge ("**Free of Charge**") and has a specific time limit.
- 1.7. The use of the parking spaces does not entail the delivery or deposit of the vehicle to the Manager. Any obligation of safekeeping and/or surveillance by the Manager is expressly excluded from the scope of this agreement.
- 1.8. The aforementioned parking area complies with the European Standards for Safe and Secure Truck Parking Areas as promoted by the European Secure Parking Organisation (EU Regulations No. 2022/1012 and EC No. 561/2006).
- 1.9. Information concerning the issued and currently valid European Certification is available and published at [www.cavspa.it](http://www.cavspa.it).

### Art. 2 – Applicable Rules. Right of Withdrawal.

- 2.1. Users accessing the area are requested to carefully read these Regulations, which they must abide by and are deemed to have accepted pursuant to Article 1336 of the Italian Civil Code.
- 2.2. The Regulations are displayed on a dedicated notice board within the parking area and are also available on the [www.cavspa.it](http://www.cavspa.it) website under the section dedicated to parking areas.
- 2.3. The [www.cavspa.it](http://www.cavspa.it) website also provides a list of available facilities and services.
- 2.4. Should the User not accept these Regulations, they must exit the parking area within a grace period of **10 (ten) minutes** from the time of entry. During this time frame, the Manager remains exempt from any liability, and the User is still required to comply with the rules of conduct (see Art. 6).

### Art. 3 – Opening Hours and Parking Duration.

- 3.1. The parking area is open year-round, 24 hours a day. The Manager reserves the right to deny access to the entire area or parts thereof, also without prior notice, in the event of, including but not limited to:
  - construction works;
  - ordinary or extraordinary maintenance work within the area, its premises, or surrounding motorway infrastructure;
  - force majeure;
  - matters of public interest or public safety;
  - other requirements and/or any necessity.
- 3.2. Parking is permitted for a **maximum duration of 3 (three) consecutive days** starting from the time of entry, as recorded by the Manager.

#### **Art. 4 – Conditions for Entry and Exit.**

- 4.1. The User must enter and exit the area using the equipment and access points specifically provided by the Manager. Any alternative methods are not permitted.
- 4.2. In the event of equipment malfunction, the User is required to immediately contact the Manager via the intercom located at the entrance to the area and/or the SOS call station (where available) located within the parking area, or by calling the landline number (+39 041 5497118).

#### **Art. 5 – Right to Remove, Ban Access, and Claim Damages.**

- 5.1. In the event of:
  - a) Parking beyond the 3rd (third) day from entry ("unauthorised status");
  - b) Access by vehicles that are not allowed under Article 1;the Manager shall have the cumulative right to:
  - c) remove and relocate the vehicle to another location;
  - d) report the presence of the vehicle (license plate – model) to the competent authorities;
  - e) prohibit future access to the area;
  - f) claim compensation for any additional damages.
- 5.2. Furthermore, the Manager reserves the right to remove and relocate to another location any vehicles or parts thereof deemed to be "abandoned," "out of service," and/or "waste," in violation of the applicable regulations referred to in Legislative Decree No. 285/1992, Legislative Decree No. 209/2003, Legislative Decree No. 152/2006, Ministerial Decree No. 460/1999, and their subsequent amendments.
- 5.3. In such cases of removal and relocation, all costs shall be borne exclusively by the User, who agrees to hold the Manager harmless.

#### **Art. 6 – Rules of Conduct.**

- 6.1. During entry, transit, parking, and exit, the User must comply with road signage (both horizontal and vertical), the Italian Traffic Code, and any instructions provided, also verbally, by the Manager or the Manager's personnel.
- 6.2. The User is required to:
  - a) Enter or exit the area only when the gate is open;
  - b) Drive at a speed not exceeding 10 km/h;
  - c) Park the vehicle within the white lines marking the parking space, without obstructing circulation, with the handbrake engaged, doors locked, and hoods secured;
  - d) Take all necessary precautions to ensure the safety of people and property, both personal and of third-parties.
- 6.3. The User is prohibited from:
  - a) Leaving valuables in parked vehicles or within the parking area. The Manager accepts no liability and has no obligation of safekeeping or compensation for such items;
  - b) Leaving animals, flammable materials, or other hazardous substances in parked vehicles or within the parking area;
  - c) Using more than one parking space per vehicle and/or occupying spaces designated for specific users or vehicle types;
  - d) Detaching the tractor unit and parking trailers, semi-trailers, or dollies separately;
  - e) Stopping and keeping the engine running or using the horn without a valid reason;
  - f) Performing maintenance, repairs, or washing vehicles or attachments;
  - g) Exiting the area after accidents/damage/criminal acts without first reporting the matter to the Manager via the intercom and/or SOS call station (where present) or by calling +39 041 5497118, to allow for incident management and safety measures;
  - h) Refuelling, lighting fires, using open flames, camping, or leaving waste outside the designated

containers;

- i) Transferring access and exit credentials to third parties or tampering with and/or bypassing the Manager's access and control systems;
- j) Leaving vehicles, tractor units, trailers, semi-trailers, or dollies in the area in violation of any conditions, prohibitions, and/or authorisations relating to access, parking, and exit, in "unauthorised status" for exceeding the 3 (three)-day parking limit, or violating legal requirements, or deemed "abandoned," "out of service," or "waste," are subject to removal and relocation by the Manager after 3 (three) days. Notifications under Art. 5.1 letter d) may result in a legal declaration of abandonment or stolen origin, forced removal and relocation, as well as its destruction, sale, administrative penalties, and/or criminal prosecution under applicable legislation (Legislative Decree No. 285/1992, Legislative Decree No. 209/2003, Legislative Decree No. 152/2006, Ministerial Decree No. 460/1999 as amended).
- k) Use of fire
- l) or camping in any form;
- m) Unloading or storing any type of object, in particular flammable ones, in the space or parking area;
- n) Refuelling, performing repairs, washing the vehicle, or charging batteries;
- o) Parking vehicles with fluid or substance leaks from tanks or other components, or with other defects that are potentially harmful to the parking area. In such cases, the User must immediately notify the Manager via intercom or SOS call station (where present), located in the parking area or calling the landline number (+39 041 5497118). Cleaning and any required remediation, including disposal of absorbents (special waste), will be charged to the responsible party;
- p) Parking vehicles without the proper or authorised temporary license plates, or without valid insurance tags;
- q) Smoking, except in designated smoking areas;
- r) Parking vehicles carrying live animals, oversized loads, or dangerous goods under ADR regulations without prior written consent from the Manager;
- s) Parking refrigerated vehicles without prior and express authorisation from the Manager, especially if the engine must remain on.

In any case, not following the Manager's instructions, in the manner and time frame specified, is strictly prohibited.

#### **Art. 7 – Liability.**

- 7.1. The User is directly liable for any damage caused to persons, goods, property, vehicles, and the objects contained therein and occurring within the area and its appurtenances.
- 7.2. The Manager is exempt from any liability for direct or indirect damages incurred—whether material or non-material in nature (including what is known as "technical downtime")—resulting from accidents, crimes (e.g., theft), fires, extraordinary and unforeseeable events, and/or other incidents occurring in the area caused by third parties.
- 7.3. The User agrees to indemnify and hold harmless the Manager from any claim for damages attributable, directly or indirectly, to the User and caused to persons, vehicles, and/or goods/merchandise contained therein, including claims by third parties and/or insurance companies.
- 7.4. The Manager shall only be liable for damages demonstrably caused by their staff, provided that the claim is reported in compliance with the terms and procedures set out in Article 6, letter g.

#### **Art. 8 – Monitoring and Video Surveillance.**

- 8.1. The video surveillance system and any staff present are used exclusively to ensure the management and protection of the Manager's assets, prevent unlawful acts and any form of danger to Users, and monitor compliance with the regulatory provisions, all in accordance with applicable national and European data

protection laws.

- 8.2. The full privacy policy is available in the section dedicated to parking areas on the [www.cavspa.it](http://www.cavspa.it) website.

#### **Art. 9 – Processing of Personal Data.**

- 9.1. The privacy policy regarding the processing of the User's personal data (such as video surveillance footage within the parking area, vehicle license plates, identifying data of the driver and/or owner, parking session details, etc.) by the Data Controller, Concessioni Autostradali Venete – CAV S.p.A., is available in the "Secure Park" section of the website [www.cavspa.it](http://www.cavspa.it) and can be downloaded via the QR Code made available to users.
- 9.2. To exercise the rights provided under Regulation (EU) No. 2016/679 – General Data Protection Regulation ("GDPR"), Users may contact the Data Controller, Concessioni Autostradali Venete CAV S.p.A., Compliance Office, via Bottenigo 64/A, 30175 Marghera – Venice (VE) – Italy, or send an email to: [privacy@cavspa.it](mailto:privacy@cavspa.it).

#### **Art. 10 – Governing Law, Exclusive Jurisdiction, and Complaints.**

- 10.1. These Regulations are governed by Italian law.
- 10.2. Pursuant to and for the purposes of Article 29 of the Italian Code of Civil Procedure, any disputes concerning the validity, interpretation, execution, or effectiveness of these Regulations—or otherwise connected to or derived from them—shall be submitted exclusively to the Court of Venice.
- 10.3. Without prejudice to the User's right to legal defence and judicial remedies under the law, for any clarification, information, or complaints, the User may contact the Manager solely via the contact details provided above. Any communication submitted outside such channels will not be deemed valid.

#### **Art. 11 – Manager Contact Information.**

- 11.1. For urgent matters, Users may contact the Manager via the intercom at the entrance and/or the SOS call station (where present), or by calling the landline number +39 041 5497118, available year-round, 24 hours a day.
- 11.2. For written communication, contact Concessioni Autostradali Venete C.A.V. S.p.A., via Bottenigo 64/A, Marghera – Venice, via email at [direzione.esercizio@cavspa.it](mailto:direzione.esercizio@cavspa.it) or via certified email (PEC) at [cav.cert@cavspa.it](mailto:cav.cert@cavspa.it).
- 11.3. Any reports or complaints intended for the certification body may be sent to: [eu-parking@dekra.com](mailto:eu-parking@dekra.com).

