

GENERAL TERMS & CONDITIONS 2023

These conditions are valid between the company CAR VALET and any individual who requests the provision of car valet service, understood as the pick-up and drop-off of the car at the airport of Bergamo Orio al Serio or other places, involves the conclusion of the contract under the following conditions:

- 1) The subject of the contract is the CAR VALET service only, with the express and absolute exclusion of any good, personal effect, apparatus, device etc. left by the client or otherwise present inside the vehicle and/or containers outside the same even if closed and equipped with a lock (e.g. money and valuables in general, satellite navigators, cell phones, laptops, cameras, luggage racks, ski racks, etc.).

Therefore, the customer is expressly obliged to remove from the vehicle the above-mentioned goods or request their free custody from the CAR VALET company by providing in advance a detailed written indication of the goods, and/or effects, subject to such specific custody by written email before the delivery of the car to the employee intended for the performance of the requested service.

In the absence of removal of the goods from the vehicle or request in specific custody of the same, the CAR VALET company declines all responsibility for theft, damage, deterioration and/or alteration of the goods in question.

Exception made for the fuel already in the vehicle's tank, the customer is, likewise, obliged to export from the vehicle itself any good, object and/or material susceptible to give rise to explosions, fires, pollutions, contaminations or in any case to dangers of damage to the safety of persons and/or things.

- 2) On our website you can book the CAR VALET service with prepayment: choosing this option you can pay by credit or prepaid card (Visa, Visa Electron, Mastercard). Payment is made through a virtual POS in a secure mode with irreversible 128-bit encryption. By means of this mode the transaction takes place exclusively in the banking sphere, and the CAR VALET company in no way has access to sensitive payment data. Under no circumstances will it be possible to refund, even in part, the amount of a reservation with online payment, where the claim is received after the date of entry or if the same reservation is not canceled 48 business hours prior to the time of booking the car valet service. In the event that the above conditions are met, the amount paid for the reservation will be refunded minus administrative and accounting costs, equal to 15% of the amount to be compensated, with a minimum of €5.00.
- 3) A customer who intends to request the issuance of an invoice must make an express request for it when booking with online payment, providing all the data and information required by current tax regulations.
- 4) The withdrawal of the vehicle, in advance of the time and / or the final date of the period of CAR VALET indicated in the booking form or declared by the customer at the time of delivery of the car to the staff in charge of the car valet service, will not entitle the customer to any refund of the fee; the customer is required to give notice to the CAR VALET company, by written notice sent by e-mail to reservation@car-valet.it at least 24 hours before the date of the early return, indicating the name, model and license plate of the car and previous and actual date of return.

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In the absence of prior notice, the CAR VALET service cannot be carried out earlier than 120 minutes after the customer's presentation and will result in the application of an additional fee of € 50.00 (plus VAT) for the sudden performance with respect to the pre-arranged. In the event that the car valet service and is carried out after midnight of the final day of the relevant stop indicated in the booking form will be applied, an additional fee, in proportion to the period of delay.

- 5) The CAR VALET company is not responsible for the key fobs to which the vehicle keys and/or remote opening devices and/or anti-theft devices are attached. In the event that such key rings have a value of more than € 10.00, the customer is required to remove the keys and / or remote opening device of the vehicle and hand them over to CAR VALET staff retaining the key ring with him. Failing such removal, the CAR VALET company shall not be liable in any way for the loss, theft and/or damage of the key fob.
- 6) Upon deposit of the vehicle at the complex operated by CAR VALET, the customer is required to draw up the contradictory with the receptionist and sign the form regarding the condition of the vehicle. Failing this, CAR VALET reserves the right to reject any claims for damage, deterioration and/or the like raised by the customer, it being understood in any case that such claims must be raised, under penalty of forfeiture, only in writing at the time of collection of the vehicle.
- 7) While delivery and pick-up of vehicles will take place only in the areas designated for this purpose within the airport, vehicles will be driven to the covered or uncovered parking areas in depots assigned to the CAR VALET company only and exclusively by CAR VALET personnel to whom the keys and/or starting and/or opening and/or anti-theft devices of the vehicles should therefore be handed over.
- 8) During busy periods, cars will be sheltered in other regularly assigned parking lots and/or storage facilities for both uncovered and covered parking.
- 9) The CAR VALET company shall not be liable for damage occurring to vehicles as a result of weather phenomena formed during the outward or return journey of the car valet service or while the car is in its custody.
- 10) CAR VALET shall not be responsible for direct or indirect damages in any way related to its service.
- 11) While the CAR VALET company is not liable for damage to windshields, windows, rear windows and/or rear-view mirrors occurring as a result of temperature excursions (positive or negative), and/or adverse weather conditions; any dispute about any damage and/or deterioration of the vehicle and/or its components must be raised only and exclusively in writing and at the time of collection, under penalty of forfeiture of any and all rights of the customer.
- 12) CAR VALET is exempt from and in any case disclaims any and all liability for damages occurring to vehicles and caused by other customers during car valet operations, above-average intensity weather events, floods, seismic events, and/or vandalism perpetrated by a plurality of parties.

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- 13) Complaints must be made in writing, upon return of the car, under penalty of forfeiture of any right to compensation.
- 14) Upon written request by the customer at the time of booking, the CAR VALET company will also provide, for a fee, the following services:
- a. Car Vehicle Interior Vacuuming or Car Exterior Only Washing as per current rates.
 - b. Complete washing (interior and exterior) of the passenger car vehicle as per current rates.
 - c. For washing of Suv and/or Minibus, the price will be to be agreed upon during acceptance.
- 15) CAR VALET is as of now authorized by the client to report to any person interested in information relevant to the reporting and settlement of a claim, without this amounting to a violation of the rules on confidentiality of personal data
- 16) For any other information or clarification on CAR VALET's privacy policy, the customer may contact the Personal Data Security Officer.
- For any and all disputes relating to the validity and/or effectiveness and/or interpretation and/or execution of this contract, the court of Bergamo shall have exclusive jurisdiction.

Pursuant to and for the purposes of Articles 1441 and 1342 of the Civil Code and the provisions of Legislative Decree September 6, 2005, no. 206, the customer declares that he/she expressly approves the following clauses: 1 (object of the contract; exemption from liability) 2 (method of payment); 4 (non-refunds and penalty); 6 (exemption from liability); 9 (forfeiture of the admissibility of disputes); 11 (exemption from liability for weather and/or meteorological events); 12 (exemption from liability for weather and/or meteorological events) 13 (forfeiture of the admissibility of claims for compensation); 15 (processing of personal data); 16 (place of jurisdiction).



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