

GENERAL CONDITIONS OF SALE

INTRODUCTION

This app gathers some Personal Information from Users, but only with the purposes to identified, and mainly to produce the parking lot contract.

1.1 Personal Information

This document relative to general conditions of sale, do not address our privacy policy, which instead may be found at www.parkforfun.com/privacy.

When you visit parkforfun.com, one or more types of cookies may be placed on your devices. This document relative to general conditions of sale do not address our cookie-usage policy, which instead may be found at [su www.parkforfun.com/cookie](http://www.parkforfun.com/cookie).

1.2 – Owner of the site

The property of this site, its marks and all the information contained are owned by PARKFORFUN.COM SRL Via Bottenigo, 217 – 30175 VENICE- info@parkforfun.com.

1.3 – Entry into force for these Conditions

These terms of use shall be effective from 1st December 2018 until the next update.

2. – General condition of contract

2.1 – Foreword

Parkforfun.com S.R.L. is an innovative start-up regularly registered and it works in the field of software development aimed to the booking of parking lot of individual vehicles around destinations defined like “events” (shown below “Events”), who work with us using their own staff, equipment, and vehicles, albeit in accordance with the standards of quality set by parkforfun.com, S.R.L., and in compliance with all applicable Italian and EU laws and regulations, as well as the provisions set by any relevant administrative body with authority over this industry.

2.2 – Field of application

The present general conditions of sale govern all interactions between customer and parkforfun.com, S.R.L., which concern the supply of one or more parking services and offered on parkforfun.com, even in the name of and for in account of third party parking

2.3 – Amendments

Any amendments or addition, as well as any term or condition conflicting in whole or in part to the present general condition of sale, becomes effective only if explicitly approved in writing by Parkforfun.com S.R.L.

2.4 – Booking parking – Conclusion of the Contract

Parking lot may be booked:

1. At parkforfun.com using the online reservation procedure;

2. Using the parkforfun.com App (anticipated release date: March 2019) for smartphones, available for free in Apple App Store, or on Google Play;
3. At any authorized ticket office;
4. At authorized dealers;
5. Never in the parking.

The reservation represents a formal offer by the user to stipulate a parking lot contract with Parkforfun.com s.r.l. and with any Partner Companies tasked to follow the requested parking service.

The contract between the Parties is considered concluded:

- Once the user receives a reservation confirm in the form of a single-use Voucher from Parkforfun.com S.R.L.;

No user will be allowed in the parking lot without a reservation and without an available seat.

By booking parking, the user confirms having read and accepted the current general sales conditions, as well as the information given to him/her by Parkforfun.com S.R.L. and/or by an authorized representative of the same, and declaring he/she has the legal capacity to enter into this agreement, as well as the right to assume responsibility in the name of, and on behalf of, any third party accompanying him or her.

2.5 – Payment Methods

Considering the purchased service, the user is required to pay the fare owed at the time of the reservation request, or by the end of the contract, which will be present in his or her “cart.”

A variety of payment methods are accepted, based on the type of reservation made:

Online bookings or reservations made by:

App: PayPal;

Credit card (VISA/MasterCard); Visa Electron, UnionPay, JTB, PostePAY, American Express);

Cash: at any participating ticket office or agency (where available);

Wire transfer (where available);

Italian postal transfer (where available);

NEVER IN CASH IN PARKING LOT.

2.6 – Voucher

Only one purchase code (hereinafter “Voucher”) may be used per reservation, by any purchase-code holder. Vouchers may only be used for online reservations or at any authorized agency with Parkforfun.com S.R.L.

Vouchers may only be used according to the terms and restrictions for the same. In general, Vouchers may ONLY be used for full-price fares: any exception must be explicitly posted and/or communicated in writing by Parkforfun.com S.R.L.

These regulations may be waived during special promotional periods. In most cases, Vouchers cannot be combined with other promotional offers.

2.6.1 – Voucher Use

Parkforfun.com SRL voucher-marketing campaign allows for a maximum of three vouchers per user. If a user redeems more than three voucher codes, Parkforfun.com S.R.L., may cancel all reservations beyond the first three tickets. These regulations may be waived during special promotional periods.

2.6.2 – Free Vouchers

Vouchers issued free of charge all have an expiration date, spelled out in writing. Such vouchers, given out as part of a marketing campaign, expire once the reservation is completed.

2.6.3 – Voucher Resale

Reselling a voucher is not permitted, is prohibited, and is sanctioned by Parkforfun.com S.R.L., by canceling tickets and/or by compensation for damages.

2.7 – Parking Ticket

Upon receipt of the agreed payment from the user, Parkforfun.com S.R.L. will issue a parking pass (hereinafter also denoted “ticket”) relative to the parking space (car, motorbike, camper, etc.) purchased to the person (s) whose name and surname were communicated at the time of booking. For online reservations, the parking ticket shall be the emailed reservation confirmation (sent to the address provided by the user), which may be displayed, when required, as either a paper or electronic (PDF) copy along with a valid identity card matching the information on the ticket itself.

2.8 – Ticket Ownership

Parking tickets are personal and no-transferable and they attribute to the user the right to a parking space. It is not possible to make reservations for a particular parking space

The users with small children, pregnant women, or persons with reduced mobility shall have first choice of seat and will be allowed to pre-board. Other passengers’ cooperation is expected but not enforced.

Parking tickets (electronic or paper, as the case may be) must be kept for the entire duration of the stay (also in electronic format) and must be shown at the request of the staff of Parkforfun.com S.R.L. or a representative authorized by the same.

2.9. – Validity of the ticket

Tickets are valid only for the selected parking lot, up to the day and departure time noted on the same. The titles bearing abrasions and / or corrections will be considered void and will not give consequently right to carry out the parking. The user without a parking ticket or with a non-compliant parking ticket will not be allowed in the parking lot

2.9.1- Excess of the ticket validity

The ticket is valid only for the selected parking, until the departure day and hour indicated. If the user exceeds the limit, he will have to pay the difference between the acquired and the used. The modalities are varied in base of the payment and the fares of the park manager. The user is aware that the online fares could not correspond to the ones on site.

2.10 – Waiver of parking by the user

Parking lot may be deleted up to fifteen (15) days before departure planned and must be made known to Parkforfun.com S.R.L. exclusively through the procedure available on the website or at one of the affiliated ticket offices/travel agencies.

2.11 – Penalty for waiver

If the user communicate within the terms and with the aforementioned modalities, the waiver of the parking lot, he will be refunded of the amount paid, less the sum of Euro 9.00 (nine Euro / 00), which will be withhold by Parkforfun.com S.R.L. as a penalty for management practice.

If the amount paid for the waiver of the parking lot by the user is less than Euro 9.00, Parkforfun.com S.R.L. will withhold, as a penalty, the lesser amount paid for the booking.

2.12 Parking and Event Tickets

ATTENTION: For travel reservations that include the admission to a performance, concert, or other event, the waiver will never affect the admission ticket, which shall always be non-refundable. The previous point may be partially or completely modified only after written communication by parkforfun.com srl.

2.12.1 Notification to the manager of the waiver of parking

The change of the reservation and the renouncement of the parking can never be communicated only to parking manager, this mode does not entitle to any refund.

2.13 – Refund Mode

The user who has regularly communicated his renouncement to parking, according to the modalities above, will be entitled to issue a voucher of the same value as the rate paid in his favor for parking reservations, with explicit exclusion of the value of any ticket of entry to an event, a concert or any other event: the refund will NEVER concern the admission ticket which will always be considered non-refundable.

This voucher can be used, no later than 12 (twelve) months from the date of issue, for the reservation of a new parking lot of equivalent value.

- If the fare is higher with respect to the refunded parking lot, the traveler must pay the difference;
- If the fare on the new parking lot is lower than the refunded one, the voucher will retain the difference, and may be used for further parking lot, as long as it is booked within twelve (12) months of the original reservation date.

Vouchers may NEVER (whether in whole or in part) be redeemed for cash.

The same terms and conditions in effect at the time of the original booking will apply to parking lot booked using the refund voucher.

However the change or the cancellation of the new (or any subsequent) reservations, will not give the traveler the right to a refund or cash redemption, but only to a parking credit in a corresponding amount.

2.14 – Number plate change

The change of the number plate of a vehicle having a reservation can always be realized and it must be highlighted to ParkForFun.com srl through the procedure available on the website parkforfun.com or at one of the point of sales.

2 situations can take place:

- The change of the number plate change is free, and it is possible to realize the change only one time.
- The number plate change is not free, in this case the fare is always clarify on the related notes of that parking. In this specific case, the number of the changes is predetermined.

2.15 –Applied Rule

Please note that, if the parking contract is concluded by means of telematic procedures (including those available on the website and those accessible via smartphone), the rules with withdrawal right from contracts with long distance conclusion or outside the commercial property do not apply - d.lgs. n. 206/2005 («Code of the Consumption»).

In case of renounce of the reservation by the user, only the provisions of these General Conditions and the applicable law in this field will be applicable.

3 – The Parking lot - Regulation .

3.1 – Timetables and services

The opening and / or arrival times in the parking lots that can be booked by Parkforfun.com srl may be subjected to variations, even without notice, for technical reasons not attributable to Parkforfun.com srl or to the Companies Partner and / or for reasons of force majeure and / or for justified reason and / or to fulfill provisions administrative authorities responsible for the matter.

3.1.1 – Changes

Changes to opening hours, intervened after the conclusion of the contract for causes not attributable to the fact and fault of parkforfun.com S.R.L. and / or of the Partner Companies do not give right to any reimbursement in favor of the user, if the difference with respect to the original departure time and / or of arrival is equal to or less than two hours.

In the event of opening time changes resulting in a difference from the original time more than two hours, the user can withdraw from the contract, without any charge or additional cost, on condition that the parking lot has not yet started.

For this purpose, the user must contact the helpdesk at the FAX number +39 0418633132 (for calls from Italy: the cost will be equivalent to the fixed telephony rate established by the operator) or to the address email: info@parkforfun.it expressing its intention.

3.2 – The beginning of the parking

Every parking offered by ParkForFun.com has its own rules, adapted to the local laws, the safety measures and/or the transport's modality from the parking to the final destination.

Usually, the specific regulation of the parking lot is available at [/parkforfun.com/regolamento](http://parkforfun.com/regolamento)

At the end of the contract, the user declare to have seen both the specific regulation and the present document.

3.2.1 – Check-in parking lot

Before parking, the user must identify him/herself when requested by the operator or other staff, by displaying a ticket and valid i.d.

Each reservation has a unique number, which will be displayed on the ticket, with an unambiguous QR, and for group sales, the group shall have a single ticket bearing the list of all users' names.

3.2.2 - NO SHOW

In case of absence at the planned time of parking (no show condition), the parking contract will be automatically carried out correctly (without user's right to the refund of the amount paid).

3.2.3- No Show Following timetable changes

If the user has been informed by Parkforfun.com srl, via SMS, e-mail or other written communication form (according to what he stated at the booking process), about a change in accordance with point 3.1 et seq., the application of paragraph 3.2.2 above refers to the new time fixed.

3.3 – Duty of the user

The users have to:

1. observe and respect all new laws that regulate the service;
2. stamp the QR Code on the ticket that certifies the time of the entry;
3. follow the direction of traffic indicated by the signage and maintain the speed at a walking pace;
4. the vehicles at the entry and exit must pay attention to pedestrian and other vehicles;
5. leave the vehicle with the parking brake, with the engine switch off, without keys in and adopt all the necessary caution for the safety of the own- and third-part things;
6. to the aim of avoid damage to thing or people, all maneuvers must be done with caution.

Any other specific prescription of a specific parking, must be clearly find by the user at the moment of the access on the selected parking area.

3.4 – Property Damage to the Vehicle

The user is liable to Parkforfun.com S.R.L. and/or its Partner Companies that do parking services for all damages to the coach or to its equipment caused by the negligent or intentional conduct of the user.

Any user who either intentionally or negligently damages and/or sullies the coach or its equipment must pay a cleaning fee to Parkforfun.com S.R.L. of € 500.00 (FIVE HUNDRED AND 00/100 EURO) unless the damage totals a greater amount. That amount may be waived or reduced if the user proves (respectively) that he/she did not cause the damage, or that the total damage was less than the flat rate listed above.

3.5 – Immediate and Unilateral Resolution of the Contract

Parkforfun.com aims to provide a pleasant experience for all users.

Consequently, as a matter of common courtesy, Parkforfun.com S.R.L. reserves the right to terminate a parking contract where a user – despite a previous verbal warning – chooses to behave against the rules of safety regulations, or in a manner so offensive as to render unacceptable the continuation of the parking, with particular attention to safety measures, in particular those relating to fire prevention standard.

4- Disclaimer

The user is responsible to respect all regulations regarding documents and/or travel visas, as well as currency, customs, and health regulations.

The consequence of the missed respect of such regulations (including the impossibility to entry into the destination country), will remain at the expense of the user and they cannot be blame to ParkForFun.com srl and/or to its Partner Companies, even if such regulations changed between the booking and the travel date.

In the remote chance that such a situation occurs, the parking contract must be considered fully discharged.

5 –Differently Abled Passengers parking

Busforfun.com, S.R.L., within the limits of its ability, aims to provide equal treatment and access to disabled or reduced-mobility travelers, given the technical limitations related to the parking structure, as listed below.

5.1 Parking lot for people with severe disabilities and people with restricted mobility

People with severe disabilities, or those with reduced mobility with regards the parking service can benefit of a reduced fare.

Please address to Busforfun.com S.R.L. Help Desk by emailing info@parkforfun.com

Customer service will then send the appropriate discount-voucher to the passenger. An escort may travel with the person with a severe disability at the same fare, whenever the document of the disabled or reduced-mobility passenger's limitations includes a requirement of a constant escort.

In order to allow the parking of disabled or reduced-mobility passengers and their escorts, you must communicate your request and obtain the proper voucher from Busforfun.com, S.R.L.

NOTE Whenever, due to the construction of the parking or related infrastructure (including elevators, accesses, etc.) or means of transports, the ascent or the descent turns out to be impossible or unsafe, ParkForFun.com srl reserves the right not to accept the booking, to emit the voucher or supply the parking title.

boarding, travel aboard, or disembarking the coach should prove impossible and/or unsafe for disabled or reduced-mobility travelers, Busforfun.com S.R.L. reserves the right to refuse the reservation, not to issue the voucher, or otherwise issue a ticket.

In such cases, Busforfun.com S.R.L. will advise the person in question of any acceptable transportation alternatives, whether managed by Busforfun.com directly or on behalf of its Partner Companies.

6- live animals parking

It is always forbidden the possibility to leave live animal in the parking vehicle. If this happens, ParkForFun.com and/or the manager of the parking will refer the matter to the court.

7 – Claims

With the exception of requests for damages permitted under the present Terms and Conditions, any claims by the traveler can be communicated to Busforfun.com, S.R.L. via the form available at busforfun.com. The traveler must contact the Help Desk exclusively via fax at +39 0418633132 (for calls placed in Italy: the cost will be equal to landline rates as set by the carrier) or via email: info@busforfun.com and make note of his/her particular need.

Claims must be communicated within 30 (thirty) days of the date in which the transportation was provided, or should have been provided, and will be handled by Busforfun.com, S.R.L. in accordance with the provisions of Regulation n. 181/2011 of the European Parliament and Council related to coach/bus travelers' rights.

7.1 – Lost and found

Whenever the user forgot something on the parking, will have to fill in the “lost and found” schedule, easily downloading on the website parkforfun.com. the user has to write to the helpdesk at FAX number +39 0418633132 for calls placed in Italy: the cost will be equal to landline rates as set by the carrier) or via email: info@busforfun.com and make note of his/her particular need.

8 – Reviews and Comments; Other Posted Content

We welcome your reviews, comments, and other posts. You may also submit other correspondence, suggestions, ideas, comments, questions or other information, as long as the content is not illicit (that is, obscene, derogatory, threatening, defamatory, or in violation of privacy or intellectual-property rights, or in any way offensive to parkforfun.com and/or others or deplorable, and as long as it does not contain viruses, political or religious propaganda, commercial solicitation, chain messages, marketing messages, mass emails, or any other form of spam).

The use of a fake email address or pretending to be another person or subject in such a way that damage or disservice to us or to others may result, are all prohibited. Busforfun.com, S.R.L. reserves the right to remove or modify such content.

8.1 Social-Media Posting

If you decide to send content or material, except otherwise noted by us, you hereby acknowledge our non-exclusive, free-of-charge, sub-license and transferable right to use, reproduce, change, edit, post, translate, create derivative works, distribute, and display anywhere in the world such content by any means of communication including on our website and on any social-media profile we maintain.

8.2 – Consent to the author publication

If you decide to publish social content managed by ParkForFun.com S.R.L., you agree all the further activities that are necessary to highlight your content collaboration with our website/Social.

If you think that a content published by ParkForFun.com has a defamatory comment or that your own intellectual property right has been violate by an article or information on our website, we invite you to contact us to info@parkforfun.it and we will immediately check your warning.

9 – Applicable Law – Jurisdiction – Forum Selection

The contractual relationship between the traveler and Busforfun.com S.R.L. and/or any Partner Company engaged to carry out the service is to be interpreted, performed, and governed in compliance with Italian Law.

Any dispute arising between the Parties regarding the interpretation, performance, termination, or conclusion of the present contract shall be subject to Italian jurisdiction and shall be heard exclusively by the Court of Venice.

The contractual relationship between the traveler and Busforfun.com, S.R.L. and/or any Partner Company engaged to carry out the service is to be interpreted, performed, and governed in compliance with Italian Law.

Any dispute arising between the Parties regarding the interpretation, performance, termination, or conclusion of the present contract shall be subject to Italian jurisdiction and shall be heard exclusively by the Court of Venice.

9.1 – Applicable rules

For any issue not expressed in the General Conditions of Sales, Contract and Parking, the relation between the user and ParkForFun.com S.R.L. and/or the Partners, are governed by the Codice Civile rules and the rules in the field of parking.

9.2 – Invalidity and ineffectiveness

The Invalidity and ineffectiveness, on the whole or in part, of one or more closes contained on the present General Condition of Sales, Contract and Parking, or other supplementary agreement, will not entail the invalidity or the ineffectiveness of the other contract's clauses.