

# BICIPARK VENEZIA REGULATION

**ART. 1 – SUBJECT** This set of rules applies to users of the “Bicipark Venezia” parking facility for bicycles and electric scooters (hereinafter referred to as Bicipark), which is managed by AVM S.p.A. Azienda Veneziana della Mobilità (hereinafter referred to as AVM) and is located on the first basement level (floor -1) of the municipal garage in P.le Roma, Venice. Bicipark consists of 100 closed boxes/lockers, each housing one bicycle or electric scooter. Each box/locker is equipped with a light switch, a mobile phone charging socket and an e-bike charging socket. The box/locker can be accessed by means of interactive totems located on site. This fully automated bike parking facility is unattended, however there is a video surveillance system.

**ART. 2 – VEHICLES ALLOWED** Only cycles (hereinafter referred to as bicycles), including e-bikes are allowed in the parking facility. Parking and collection of the bicycle can only take place under the conditions set out in these regulations and the attached terms and conditions of use.

**ART. 3 – PARKING CONTRACT** For bicycle parking in the unattended Bicipark, a parking contract is formed under the conditions set out in these regulations and the attached terms and conditions of use, both of which are displayed at Bicipark Venezia and published on the website page: <http://avm.avmspa.it/it/content/servizi-di-mobilita-veneziah-bicicletta>. The subject of the contract is the supply of a closed box/locker charged at the tariffs in force so that users can park their bicycles without AVM being obliged to attend to or overlook the bicycle and its components or accessories.

**ART. 4 – USERS** Bicipark Venezia is for the use of both one-off users and regular users (season ticket holders). As with regular user parking, occasional and one-off bicycle parking is allowed (pre-bookings accepted) under the conditions set out in these regulations and the attached terms and conditions of use.

**ART. 5 – OPENING TIMES** Bicipark Venezia is open 24 hours a day, all year round.

**ART. 6 - TARIFFS** Bicycle parking is subject to application of the tariffs approved by the Municipality of Venice, affixed at the entrance to Bicipark Venezia and published on the specific website page: <http://avm.avmspa.it/it/content/servizi-di-mobilita-veneziah-bicicletta>, according to the attached terms and conditions of use. The tariff to be paid corresponds to the user's only entitlement to park their bicycle in the box/locker for the desired period of time, whether as a one-off user or season ticket holder. Should the user also wish to recharge the electric device of the electric bicycle, the additional rate will be applied accordingly.

**ART. 7 – LIABILITY** The subject of the parking contract is neither the storage nor the safekeeping of the bicycle and related accessories or any other asset the user has placed inside the box/locker; therefore AVM shall not be held liable for any theft or damage whatsoever thereto. Nor shall AVM be held liable in any way for damages caused to people or objects by Bicipark users. More specifically, AVM shall not be liable for the following: A) direct or indirect damages caused to people or objects by users within Bicipark Venezia, the entry/exit routes and adjacent areas, in which case the right to compensation for the damage will be exercised by the injured party against the injuring party; B) damage to users and their assets within the structure caused by unforeseeable events or third party acts such as, for example, acts of war, riots, uprisings, demonstrations and riots, explosions, tornadoes, hurricanes, floods or earthquakes; C) failure to recharge or partial recharge of electric devices of electric bicycles due to interrupted power supply for reasons not attributable to AVM.

**ART. 8 – USER PROHIBITIONS** Bicipark users are prohibited from: a) making use of the box/locker for any activity other than parking bicycles and related commonly used accessories; b) storing objects and material other than bicycles and related commonly used accessories inside the boxes/lockers; c) parking bicycles outside the boxes/lockers or designated spaces; d) obstructing transit lanes, emergency exits or exit routes; e) staying within the structure beyond the time necessary to lockup or collect the bicycle; f) accessing spaces other than those of Bicipark Venezia or the routes specifically marked for entry to/exit from the structure; g) smoking, lighting fires, using lighters or producing any kind of spark in Bicipark Venezia and adjacent areas; h) consuming food or drink of any kind in Bicipark Venezia and adjacent areas; i) cleaning or repairing the bicycle within the structure, except for minor maintenance activities to be performed in the specially marked and equipped area; j) hindering the movement and operation of the services in any way; k) storing flammable, explosive or hazardous substances within the structure; l) leaving any type of waste/litter in Bicipark Venezia; m) riding bicycles along entry and exit routes and within Bicipark Venezia; n) applying nails, brackets, shelves, furnishings or any other kind of object inside the box/locker; o) using the electrical outlets inside the boxes/lockers for purposes other than charging the electric bicycle, mobile phone or bicycle accessories;

**ART. 9 – BOX/LOCKER CHECK BY AVM** AVM reserves the right to check the boxes/lockers through the appropriate perforated door panel and possibly to open the box/locker if there is any suspicion whatsoever that prohibited materials are being stored, for safety reasons or for maintenance purposes. If any bicycle or material has been left inside the boxes/lockers or not stored in compliance with these regulations and the attached terms and conditions of use, AVM may proceed with removal and storage in a room within the municipal garage pending return to the owner subject to a charge to cover the costs borne by AVM for storage thereof. Should the owner not be traceable or refuses to accept return of the items, AVM will arrange for them to be handed over to the competent authorities or to be disposed of, depending on the case, with the related costs charged to the owner, if traceable.

**ART. 10 – ACCESS TO THE STRUCTURE** To enter or exit Bicipark Venezia, only the marked pedestrian route outside the municipal garage must be used. Access to the municipal garage outside Bicipark Venezia is prohibited. All bicycles must be dismantled and pushed by hand along the entry and exit paths and within Bicipark Venezia.

**ART. 11 – VIDEO SURVEILLANCE** A video surveillance system is installed in Bicipark Venezia for the sole purpose of protecting the company's assets. Related images may also be requested by the competent enforcement/police authorities for the purpose of investigations. The recordings are processed by AVM in compliance with the current legislation on the protection of personal data, Regulation (EU) 2016/679 and erased by overwriting within the terms provided therein.

**ART. 12 - COMMUNICATIONS** Any communication to AVM must be sent in writing via post to the following address: AVM S.p.A., Isola Nova del Tronchetto 33, 30135 Venice or via fax to: (+39) 041-2722098 or by certified email (PEC) to: [avmspa@pec.avmspa.it](mailto:avmspa@pec.avmspa.it). Any reports or complaints must be made by filling in the appropriate form, which is available from the municipal garage (Autorimessa Comunale) pay stations or online in the contact section of the AVM website: [www.avmspa.it](http://www.avmspa.it).