

RULES FOR USING THE BK PARKING LOT

I. GENERAL TERMS OF USE

1. This parking lot (hereinafter – the Parking Lot) is a private property. Only vehicles (hereinafter – the Vehicles) that are registered in accordance with the procedures specified in applicable laws and regulations and with appropriately installed state registration number plates are permitted to be parked in the Parking lot. Control of the compliance with the General terms of use of the Parking Lot (hereinafter – the Terms) is performed by SIA Nova Caeli (hereinafter – the Operator), registration no. 40203048853, address: 91 – 3 Dzirnavu Street, Riga, LV-1011, <https://www.novacaeli.eu>.

2. The Terms, based on Sections 1428, 1535 and 1537 of the Civil Law, are an agreement on the use of the Parking Lot, which is concluded between the parties not present. The Agreement on the use of the Parking Lot (hereinafter – the Agreement) is concluded from the moment when the User of the Vehicle parks the Vehicle in the Parking Lot, thus expressing the will to be bound by the Agreement.

3. The User shall be entitled to use the Parking Lot for a fee for an independently chosen period of time, by making a prepayment in accordance with the procedure laid down in the Regulations, according to the indicated tariff rate, except for Vehicles with subscriptions (Permits), may use every day between 00:00 and 24:00.

4. For vehicles with permits, the parking use and the fee shall be determined in accordance with agreements that have been concluded between the absent parties.

5. In case the Vehicle User makes a prepayment for the use of the Parking Lot, the Vehicle User is obliged to immediately leave the Parking Lot with the Vehicle after the end of the paid Parking Lot time. If the User does not leave the Parking Lot with the Vehicle, then it is considered that the User repeatedly expresses the wish to use the Parking Lot and enters into a new agreement on the use of the Parking Lot.

6. Stopping and parking of vehicles in the Parking Lot is allowed only in duly marked places, observing the Terms, road traffic procedures specified in laws and regulations, informative signs, horizontal road markings, and without creating difficulties to the use of the Parking Lot for other Users.

7. The time of use of the Parking Lot is controlled by the Operator with the video cameras installed in the Parking Lot by registering the Vehicle registration numbers (entering and leaving the Parking Lot) and counting the time of use of the Parking Lot.

8. Compliance with the Terms is monitored by Operator representatives using technical means (photographic or video equipment), and the data recorded by Operator representatives is evidence of factual circumstances.

9. The Operator has the right to issue or send a post-payment invoice which may correspond to the daily fee according to the tariff rate in case of a failure to pay for the use of the Parking Lot.

10. The Operator shall be entitled to impose a fine of EUR 35.00 (thirty-five euros), for which a fine slip shall be issued and placed on the windscreen of the Vehicle or a fine invoice shall be sent to the owner or keeper of the Vehicle if the Parking Space is used in violation of the Regulations. The payment of fine must be made within 14 (fourteen) days of the date of issue of the ticket or the date of sending the invoice (postmark). After the fine has been imposed, the Vehicle must be immediately removed from the Parking Space.

11. If the payment invoice or penalty charge notice is not paid within the specified time period for the purpose of fulfilling obligations, the Operator has the right to transfer the debt to a debt collection company in accordance with the law and regulations. The Operator obtains information about the owner of the vehicle in the database (CSDD) and in the Physical Data Register of the Office of Citizenship and Migration Affairs in accordance with the procedures specified in regulatory enactments.

12. In cases of violation of Clause 6 of the Rules or in case of long-term violation (lasting more than 24 hours), the Operator has the right to move the Vehicle or, based on Sections 1735 and 1736 of the Civil Law, to exercise the right of detention. The costs of moving the Vehicle shall be borne by the Vehicle User. The exercise of the vehicle lien is terminated upon payment of the fine imposed.

13. Parking spaces with the traffic sign no. 942 are designed for parking with a disability parking permit. However, these parking spaces are not free of charge, and they must be paid for according to the tariff rate visible on the parking meter.

14. When paying for the parking lot using the Mobilly App the Vehicle User must comply with the payment service regulations of SIA "Mobilly".

15. The data processing policy of the Operator is available on the Operator's website <https://www.novacaeli.eu>.

16. The Vehicle User is responsible for the safety of the Vehicle and the property located in the Parking Lot.

II. PAYMENT PROCEDURE

17. The procedure for using the Parking Lot:

17.1. up to 1 (one) hour per day – free of charge (free of charge parking time);

17.2. after the end of the free of charge parking time – for a fee according to the tariff rate (the Tariff) specified in the Mobilly app and at the payment machine (the Payment Machine).

18. The Vehicle User shall be entitled to use the Parking Lot for a fee for an independently chosen period of time, by making a prepayment at the tariff rate set at the Parking Lot. The prepayment is payable immediately after the Vehicle has been parked in the Parking Lot. Payment must be made in one of the following ways:

a) By making a payment and entering the State registration number of the Vehicle in the Paying Machine;

b) By starting to pay for the time of using the Parking Lot using the mobile app of SIA Mobilly (hereinafter – the Mobilly App).

19. In the event that the Vehicle User leaves the Parking Lot without making the payment, he/she is obliged to make a post-payment on the website <https://mobilly.lv/mpay> immediately, but no later than within 72 hours from the moment of leaving the Parking Lot.

III. SPECIAL CONDITIONS

20. In addition to Clause 17.1 of the Rules, after the end of the free of charge parking time, tenants of the Barons Kvartāls premises who have concluded relevant agreements with Mobilly are entitled to grant their visitors additional free of charge parking time.

Tenants of the Barons Kvartāls premises register additional free of charge parking time in the electronic registration system of the Parking Lot (the Electronic Registration System) in agreement with the Vehicle User. The Vehicle User is obliged to verify the registration of the State registration number of the Vehicle in the Electronic Registration system and to comply with the additional free of charge parking time indicated therein. If the additional free of charge parking time is not granted and/or the State registration number of the Vehicle is not registered in the Electronic Registration System, the Vehicle User is obliged to pay the fee for using the Parking Lot in accordance with the Tariff of the Parking Lot.

21. If the right to use the Parking Lot free of charge is not granted, the State registration number of the Vehicle is not registered in the Electronic Registration System, or if the Vehicle User has not purchased a subscription on the website <https://www.mans.mpay.lv>, the Vehicle User is obliged to pay in accordance with Clause 4 of these Rules.

22. Tenants of the premises of SIA Barons Kvartāls who have concluded written Agreements with Mobilly for the use of the Parking Lot are obliged to exit the Parking Lot once every 24 hours. If the Vehicle is parked at the Parking Lot for more than 24 continuous hours, Mobilly issues and sends an invoice for the use of the Parking Lot in accordance with the Tariff to the e-mail address specified in the Agreement.