

RULES FOR USING THE MBC TERRITORY

I. GENERAL TERMS OF USE

1. This territory (hereinafter – the Territory) 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 Territory. Control of the compliance with the General terms of use of the Territory (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 Territory, which is concluded between the parties that are not present. The Agreement on the use of the Territory (hereinafter – the Agreement) is concluded from the moment when the Vehicle enters the Territory, thus expressing the will to be bound by the Agreement.
3. The User shall be entitled to use the Territory 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 Territory, the Vehicle User is obliged to immediately leave the Territory with the Vehicle after the end of the paid Territory time. If the User does not leave the Territory with the Vehicle, then it is considered that the User repeatedly expresses the wish to use the Territory and enters into a new agreement on the use of the Territory.
6. Stopping and parking of vehicles in the Territory 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 Territory for other Users.

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

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 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 Territory 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 Territory. If the User does not leave the Territory with the Vehicle, then it is considered that the User repeatedly expresses the wish to use the Territory and enters into a new agreement on the use of the Territory.

10. 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.

11. 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.

12. Parking spaces with 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 according to the tariff rate visible on the parking meter.

13. When paying for the Territory using the Mobilly App or sending a mobile phone text message to 1859 the Vehicle User must comply with the payment service regulations of SIA "Mobilly".

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

15. The Vehicle User is responsible for the safety of the Vehicle and the property located in the Territory.

II. PAYMENT PROCEDURE

16. The Vehicle User shall be entitled to use the Territory for a fee for an independently chosen period of time, by making prepayment at the tariff rate set at the Territory. The prepayment is payable immediately after the Vehicle has been parked in the Territory by starting the payment of the Territory usage time via the mobile application of SIA "Mobilly" ("Mobilly app") or by sending a mobile phone text message to 1859.

17. In the event that the Vehicle User leaves the Territory 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 Territory.