

RULES FOR USING THE MBC 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.
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 use of the parking lot, except for vehicles with permits, is as follows: every day from 00:00 to 24:00 – in accordance with the tariff rate.
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 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 apply a penalty in the amount of EUR 25.00 (twenty-five euros) in case of violation of the Clauses or non-compliance with the procedure in the Parking Lot. The fine is paid in accordance with the invoice issued by the Operator.

10. If the user of the Vehicle has not pre-paid for the use of the Parking Lot in accordance with Clause 16 of these Regulations, 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. In this case, in addition to the parking fee, an additional administrative fee must be paid. 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 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.

13. When 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 <http://www.novacaeli.eu>.

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

II. PAYMENT PROCEDURE

16. The Vehicle User is entitled to use the Parking Lot for a fee for an independently chosen time, paying the fee in accordance with the tariff rate indicated on the information signs in the Parking Lot. Payment must be made By starting to pay for the time of using the Parking Lot using the mobile app of SIA Mobilly (hereinafter – the Mobilly App) or by sending a text message to mobile phones to 1859.

17. The Vehicle User is entitled to use the Parking Lot only for the period for which payment has been made or Until the Vehicle User sends a notice of termination of the Parking Lot using the Mobilly App or by sending a mobile phone text message to 1859.

18. In case the Vehicle User departs the Parking Lot without payment, post-payment could be made on the website <http://www.mobilly.lv/mpay> not later than within 72 hours from the moment of departure.