GENERAL CONDITIONS FOR PARKING IN THE LJUBLJANA CASTLE PARKING AREAS

I. GENERAL

Article 1
(Introductory Provision)

The General Conditions for Parking and the Rules for Use of the Ljubljana Castle Parking Areas (hereinafter: the General Conditions) regulate the rights and obligations arising between the user and the operator when concluding contracts regulating the use of the parking areas.

The operating hours of the parking areas are from 00:00 to 24:00 every day of the year. Access to the parking areas is possible in the period when the barrier is raised on the road Cesta slovenskih kmečkih uporov. The parking price list and the hours during which a parking fee is charged are displayed on the noticeboard at the entrance to the parking areas and on the automatic ticket machine in the parking area. The operator reserves the right to suspend parking or to close the parking areas for a certain period of time.

The user is bound by the General Conditions that are valid the moment he or she drives into the Ljubljana Castle parking areas. Any disputes arising shall be resolved by the competent court in Ljubljana.

Article 2
(Terminology Used)

In these General Conditions, the Ljubljana Castle Public Institute can act as:

- the **operator** of the parking system;
- the **administrator** of personal data;

- **exit system:** the equipment that enables monitored exit from the parking area, including the exit barrier, the exit machine (the place for registration), etc.;
- **parking area:** the specially arranged area outside the carriageway of the road that is intended for parking vehicles (the entrance and exit are normally obstructed with barriers);
- **parking ticket for the disabled:** a ticket issued by an administrative unit in the sense outlined in the second paragraph of Article 66 of the Road Traffic Rules Act (Official Gazette of the Republic of Slovenia No. 82/13 – official consolidated text, 69/17, 68/16, 54/17, 3/18 – Constitutional Court decision);
- **parking ticket:** the ticket that the user receives when entering the parking area;
- **parking space:** a part of the parking area intended for parking one vehicle;

- **registration on entry/exit system:** registration plate reading on the entry/exit system (applies to EasyPark Camera Park subscribers and users);
- **entry system:** the equipment that enables monitored entry to the parking area, including the entry barrier, the entry machine (the place for registration), etc.;
- **vehicle:** a private car;
- **abandoned vehicle:** any vehicle that does not have registration plates or has not been registered for more than 30 days and is not unserviceable; or a discarded vehicle that has reached the end of its useful life due to damage, age or other reasons, and has therefore become waste according to the criteria of the regulation regulating waste management; or any vehicle of which the owner has clearly renounced possession. Notwithstanding the above definitions, any vehicle that stands in the same place for more than three days without any visible signs of use shall be considered abandoned.

Article 3
(Ljubljana Castle Public Institute Data)

Ljubljana Castle Public Institute
Registered seat: Grajska planota 1,
Address: p. p. 72 , SI-1001 Ljubljana, Slovenia
Tax No.: SI82858632
Registration No.: 3887359
The Ljubljana Castle Public Institution is registered in the court register at the District Court of Ljubljana: registration number SRG 2011/1361.

II. GENERAL CONDITIONS OF PARKING

Article 4
(User)

The user is the person who was operating the vehicle at the moment when it entered the parking area. It is assumed that the user is the person who, on the day of parking in the parking area, is registered as the user of the vehicle (in addition to the owner) in the official record of registered vehicles. If the user of the vehicle is not entered in this official record, it is assumed that, with regard to these General Conditions for parking, the user is the person who is entered as the owner of the vehicle in the official record of registered vehicles.

The above assumptions are refutable: it could prove that, with regard to these General Conditions, the user is another person and not the person who is entered in the official records of registered vehicles as the user or owner of the vehicle, or a person who has entered into a rental agreement.

Article 5
(Entry – Entering into a Contractual Relationship)

By entering the parking areas, the user enters into a contract with the operator regarding the paid use of a parking space in the parking area and accepts the price list, the General Conditions and the rules of use.

Entry to the parking areas is carried out by taking a parking ticket at the entry system or by registering at the entry system. Registration at the entry system means reading the registration plate at the entry system (applies to EasyPark Camera Park subscribers and users). If the barrier is in a raised position, entry is free and no parking fee is required (free of charge).
The condition for entering the parking areas is taking a parking ticket at the entry system or registration at the entry system, except in the case that the system in not operating (non-operation of the entry and exit system, non-operation of the automatic ticket machine, etc.).

Article 6
(Parking Fee)

Parking in the parking areas is subject to payment in accordance with the applicable price list.

The parking time is recorded from entry to the parking area until exit. Parking is free of charge if less than 15 minutes has elapsed between entry and exit.

Emergency services (firefighters, emergency medical assistance, etc.) are entitled to free parking and are enabled access to the parking area by the operator. Eligibility for free parking is assessed by the operator.

The parking fee can be paid:

- by cash (Euro);
- by a debit or credit card (MasterCard, Visa, BA, Maestro);
- by EasyPark CameraPark (the user must have this option enabled in the EasyPark application; the use of the application and the calculation of the commission is in accordance with the General Conditions published at https://legals.easyparksystem.net/SE/tc/en/terms_se_en.pdf).

Article 7
(Non-Transferability of the Parking Ticket)

The parking ticket is not transferable and can only be used for the entry and exit of the same vehicle. The exit of two or more vehicles with the same parking ticket is not permitted. Exiting or attempting to exit two or more vehicles with the same parking ticket is considered a violation of these General Conditions. In the event of such a violation, the user will be charged a parking

fee in the amount of compensation for the loss of a parking ticket in accordance with the applicable price list.

Changing registration plates in the parking area is not permitted. A vehicle can only leave the parking lot displaying the same registration plate with which it entered the parking area.

Article 8
(Lost Parking Ticket)

The user is obliged to report the loss or damage of a parking ticket to the operator immediately on the telephone number +386 31 425 319.

In the case of loss or damage of a parking ticket, the user will be charged compensation for the loss of the parking ticket in accordance with the applicable price list.

In the case that a new parking ticket is issued to the user based on reported loss or damage of the original ticket, the operator will not reimburse the user for the additional costs incurred if the original parking ticket is subsequently found.

Article 9
(Exit from the Parking Area)

Exit from the parking area is completed when the entire vehicle has driven past the exit system.

The condition for exit is payment of the parking fee (if it is specified that a parking fee must be paid) and registration at the exit system. Registration at the exit system means reading the parking ticket at the exit system or reading the license plate at the exit system (applies to EasyPark Camera Park subscribers and users). In the case that there is another vehicle in front of the user's vehicle, the user can only register after the barrier has been lowered behind the first vehicle.

If the barrier is in a raised position, entry is free and no parking fee is required (free of charge).

Users must register at the exit system no later than 15 minutes after paying the parking fee. If this time period is exceeded, an additional parking fee must be paid, calculated from the time of the initial parking fee payment.

The operator must issue an invoice for the paid parking fee and pass it to the user (payer). The user (payer) is obliged to collect the receipt and retain it immediately after leaving the parking area (Fiscal Validation of Receipts Act, Official Gazette of the Republic of Slovenia, Nos. 57/15, 69/17).

Article 10
(Parking Time Limit)

Continuous parking for more than three days is permitted only with a temporary written permit from the operator, which can be requested via email at parkirisce@ljubljanskigrad.si.

Article 11
(Removal of an Abandoned Vehicle)

The operator has the right to remove an abandoned vehicle from the parking area at the expense and risk of the user.

Article 12
(Binding Rules)

Users must comply with these General Conditions, with road traffic regulations, with traffic and light signalling, and with other markings on the parking areas, as well as with any other instructions issued by the operator that are not covered by these General Conditions but are published in the same way as these General Conditions. The rules of use and other instructions issued by the operator form an integral part of these General Conditions.

In the case of violations of these General Conditions, the rules of use or other published instructions of the operator, the offender is obliged to reimburse the operator for any eventual damages and costs arising from the recovery of such claims.
The user has the right to submit an objection to the alleged violation (within 8 days of notification of the violation) and to endeavour to prove that he or she did not commit the violation.

The operator has the right to charge the user (the person causing damage) for any damage occurring in the parking area or to the parking system for which the user (the person causing damage) is responsible.

Article 13
(Exclusion of Liability)

The storage or protection of material objects is not the subject of the contract between the operator and the user. Therefore, the operator and the owner of the parking area do not assume any responsibility whatsoever for the storage of the vehicle (or any objects inside the vehicle) or for any damage caused to the vehicle or persons by third parties. The user is responsible for compensation for any damage caused to the operator or the owner of the parking area, or for any damage caused by his or her behaviour or by the behaviour of the passengers in his or her vehicle.

The operator is liable to the user for any damage caused intentionally or through negligence by the operator or by a person for whom the operator is responsible.

Article 14
(Rules for Use of the Parking Areas)

In the interest of ensuring safety, cleanliness, peace and uninterrupted use for all users, this article specifies the way in which the parking areas are to be used and the obligations pertaining to the behaviour of persons (users and their passengers) in the parking areas.
The rules for use of the parking areas apply to users and their passengers, as well as to other persons in the parking areas. By entering the parking area, the person accepts the rules for the use of the parking areas.

Rules for use of the parking areas:

- Access to the parking area is only permitted in accordance with the traffic signals at the entrance. Vehicles entering the parking area must satisfy the conditions that apply to all vehicles in public transport (operational lights, etc.), and must be in an adequate state of repair so that the vehicle does not leave any traces on the parking areas (e.g., traces of oil) or cause an obstacle or congestion in the parking areas (e.g., due to a lack of fuel). A vehicle can enter the parking area only with the registration plate that was issued for that vehicle.
- Pedestrians are not permitted to enter or exit the parking areas in front of the entry and exit barriers.
- Remaining in the parking area is only permitted for the duration and purpose of parking the vehicle, and getting into and out of the vehicle. Users or persons who do not have a valid parking ticket, or persons who are not accompanied by a user with a valid parking ticket, are prohibited from remaining in the parking area (e.g., for the purposes of sleeping, begging, etc.). In order to monitor this prohibition, any person remaining in the parking area is obliged to produce a valid parking ticket at the operator's request.
- The vehicle can be parked in any free parking space. Parking is permitted only in the marked parking spaces. The vehicle must be parked in such a way that all of its wheels are inside the marked parking space. When the vehicle stops, the engine must be turned off immediately and the handbrake applied. The vehicle must be locked at all times when parked.
- Parking in a parking space marked for disabled users is permitted only to persons referred to in the first paragraph of Article 66 of the Road Traffic Rules Act (Official Gazette of the Republic of Slovenia, No. 82/13 – official consolidated text, 69/17, 68/16, 54/17, 3 /18 – Constitutional Court decision, 43/19 – Zvoz-1B, 92/20), provided that the vehicle is visibly marked with a valid parking ticket for the disabled.

- Parking or stopping vehicles on the footpath or near fire exits, emergency exits, intervention routes and protected areas is strictly prohibited. All fire routes, emergency exit routes and intervention routes must always be free and unobstructed.
- Overtaking, turning and reversing on the carriageways is prohibited. Manoeuvring in the area of the barriers is prohibited. Dimmed headlights must always be on while driving. The use of headlights with high beams and sound signals is not permitted. The maximum permitted driving speed is 10 km/h, and the minimum permitted distance between vehicles is 4 meters.
- In the parking areas, it is not permitted warm up and test the vehicle's engine, to repair the vehicle, to drain the vehicle's radiator, to drain and change the vehicle's oil or to undertake any other maintenance of the vehicle. It is not permitted to dispose of or leave various objects in the parking areas. In winter, the vehicle must have sufficient antifreeze in the cooling system and snow must be removed from the vehicle before entering the parking area.
- Any threat to the health or life of oneself and other persons, or to the integrity of property is prohibited.
- Leaving persons in a parked vehicle and endangering their lives is prohibited.
- Rubbish must be disposed of only in the designated rubbish disposal areas. It is forbidden to leave objects unattended.
- Animals must be on a leash and under constant supervision so that they do not disturb other users or vehicles. Leaving animals alone in vehicles is prohibited.
- Making excessive noise is prohibited.

Article 15
(Personal Data)

Personal data is processed in accordance with the applicable legislation and the Rules on the Protection of Personal Data in the Ljubljana Castle Public Institution, which are available at the operator's premises at Grajska planota 1, Ljubljana.

Article 16
(Consent for the Processing and Use of the Registration Plate)

Based on the contractual relationship, the operator shall also obtain consent for the use and processing of registration plates.

Registration plate data is stored until the consent to the processing and use of registration plate data is revoked. The user can exercise the right to be forgotten if he or she no longer wants his or her personal data to be stored and processed by the administrator, provided there are no legitimate reasons for the further storage of the data. The right to be forgotten can be exercised at any time by requesting the administrator to delete the data. Such a request can be submitted via email to: parkirisce@ljubljanskigrad.si

Article 17

(Video Surveillance in the Parking Areas)

The operator undertakes video surveillance of the parking area within the scope and in accordance with the Rules on Procedures and Measures for Protecting Personal Data in the Implementation of Video Surveillance, which are available at the operator's premises at Grajska planota 1, Ljubljana.

The user can obtain information about the location and duration of the storage of recordings from the video surveillance system at the email address parkirisce@ljubljanskigrad.si.

Recordings of individuals obtained from cameras and connected to a device for recording and transferring images have the nature of personal data. The operator processes personal data in accordance with the Rules on the Protection of Personal Data at the Ljubljana Castle Public Institution, which are available at the operator's premises at Grajska planota 1, Ljubljana. More information about the processing of personal data is available to individuals in the General Information on the Protection of Personal Data, which is available at the operator's premises at Grajska planota 1, Ljubljana.

Article 18

(Publication of the General Conditions and Rules for Use of the Parking Areas)

These general conditions and rules for use of the parking areas have been accepted by the operator and are published on the website www.ljubljanskigrad.si. An extract of these general conditions and rules is displayed by the entry to the parking area. The general conditions and rules are also available in physical form at the operator's premises at Grajska planota 1, Ljubljana.
The general conditions and rules for use of the parking areas come into force on the day of public announcement.

All changes to the general conditions and rules for the of the parking areas are published on the website www.ljubljanskigrad.si and enter into force the day after the public announcement.

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Ljubljana Castle Public Institution
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