

# **TERMS AND CONDITIONS**

**The services provided by STORE ME IN TRASTEVERE are governed by these “Terms & Conditions of Service”.**

**The “Terms and conditions of service” set by STORE ME IN TRASTEVERE shall be deemed and considered as an integral part of each individual contract for storage and for any other service finalized with the Customer and could not be severable from the contract itself.**

## **DEFINITIONS**

The following definitions apply to the “Terms and Conditions of Service” governing the contract for storage and for any other service finalized with the customer, as follows: “we”, “us”, “our”, the “staff in charge” mean STORE ME IN TRASTEVERE and any partners and associates of STORE ME IN TRASTEVERE; “Customer /s”, “you” and “your” mean the customer holder of a storage receipt here in after “receipt”.

## **1. TERMS AND CONDITIONS**

Your contract for storage and for other services is entered into with STORE ME IN TRASTEVERE and accepting to store your luggage/item and/or to provide you with different services. By leaving your luggage on our premises and luggage storage, you accept our terms and conditions set in our storage contract and/or in the contract for the provision of different services, on your behalf and / or on behalf of any other interested person, regardless of whether or not you have signed our storage receipt.

Should you entrust your luggage to us giving us oral or written instructions which are in conflict with these “terms and conditions”, and which have not been expressly authorized and approved by us in writing, we shall not be bound by any of such instructions.

## **2. SERVICE DESCRIPTION**

The luggage storage service consists in keeping in storage at our facilities (luggage deposit with staff) your luggage/items for the period indicated on your receipt and specifically from the day and time of delivery of the luggage/item(s) to the estimated day and time of collection you indicated on the receipt.

Customer is hereby informed that he/she does not have a right to withdraw from the transaction, which he/she expressly waives in light of the specificity of the service.

Access is limited to persons over the age of 18 or accompanied minors.

He/she has not left any valuables in his/her luggage, for which the Customer remains responsible and for which STORE ME IN TRASTEVERE declines all liability.

There are no animals in his/her luggage.

He/she has left nothing inside our store when he/she leaves it for the last time.

The Customer is responsible for his/her luggage and its contents.

It is the Customer's responsibility not to leave any identity documents or other documents necessary for travel in the store. The Customer acknowledges having taken all precautions and measures necessary to ensure that he/she has not left any documents required for travel in the store. Failing this, STORE ME IN TRASTEVERE shall in no event be liable for any negligence on the part of the Customer.

### **3. SUBJECTS OF STORAGE**

Luggage and/or packages containing merchandise or objects for which there is no legal prohibition. The Customer assumes any liability with regards to the suitability of storage and compliance with the legal requirements of the objects entrusted to STORE ME IN TRASTEVERE for the service.

### **4. STORAGE DOCUMENT**

The customer must accompany every stored good with a storage receipt, which is an integral and essential part of these General Terms and Conditions of Service. Said receipt will be issued by STORE ME IN TRASTEVERE. The receipt must be completed in all its parts and duly signed by the customer, also for acceptance of these terms of service. It must be filled out in a clear and readable way.

### **5. PACKAGING**

Each baggage or parcel must be packed and sealed in an appropriate manner by the Customer according to weight, shape, nature and value of the content. The packaging and sealing must ensure the contents cannot be damaged or tampered with. The customer is solely responsible for any damage caused by inadequate packaging, even if not detected during acceptance. The customer

is liable for any damage caused to other people's luggage in case of storage of prohibited items or poorly packaged items.

## **6. BANNED AND DANGEROUS ITEMS**

Items prohibited by law or considered hazardous under the national legislation, as well as items which by their nature or packaging may cause harm to humans, to the environment or to other luggage carried and/or stored, are not allowed for storage.

We do not accept storage of, nor provide different services for goods which at our sole discretion are considered as hazardous.

STORE ME IN TRASTEVERE does not accept storage for the following items:

- plants and animals, alive or dead;
- securities and negotiable certificates (bills of lading, currency, paper money, coins, credit cards and travellers checks);
- other non-negotiable securities;
- material that can be considered as pornographic or indecent;
- weapons (firearms and bladed weapons);
- software containing information of high value;
- technology (I phone, I pad, Tablet, PC, Smartphone);
- garbage;
- political material;
- hazardous materials;
- narcotic or psychotropic drugs;
- art objects;
- antiques;
- metals (gold, silver in any form and precious stones);
- bulky goods;
- documents (tender offers, both public and private, securities, food stamps and fuel coupons, etc.);
- architectural models;
- watches.

The following items can be accepted by STORE ME IN TRASTEVERE only upon written specific authorization:

- food and pharmaceutical products;
- cigarettes and alcohol;
- fragile objects (such as glass, bottles, etc.);

- biological tissues and anatomical pieces.

You acknowledge and recognize that the storage of such goods is subject to specific regulations. The assignment must, therefore, be in accordance with the law in force and in accordance with any operational provisions set forth by STORE ME IN TRASTEVERE. These directions may change at any time.

## **7. RIGHT OF INSPECTION**

The Customer acknowledges and agrees that STORE ME IN TRASTEVERE and/or any Governmental Authority have the right to open and inspect the luggage at any time for security reasons.

## **8.YOUR OBLIGATIONS**

You warrant, represent and guarantee to us that:

(A) The contents of your baggage have been properly described on our storage receipt;

(B) your full address and contact details have been accurately reported on our storage receipt;

(C) the contents of your baggage have been prepared and packed safely and carefully by you so as to be protected against the ordinary risks of transport, including any associated sorting and/or handling process;

(D) the contents of your baggage do not cause damage to any other luggage transported by us and/or stored with us;

(E) the contents of your baggage are not prohibited items, and you are not a person or organization with whom we may not legally trade under any applicable laws or regulations;

(F) when you have asked us to charge the storage fee to a third party, in the event of non-payment, you will be obliged to pay for the storage;

(G) all applicable laws and regulations have been complied with, in addition to the provisions of this contract;

You agree to indemnify us and hold us harmless from any liability we may suffer, or any costs, damages or expenses, including legal costs, we may incur either to you or to any third parties and arising out of you being in breach of any of these warranties, obligations and guarantees, even if we inadvertently accept a storage that contravenes any of your obligations.

## **9. EXTENT OF OUR LIABILITY**

Our liability for the risks of loss or damage to your baggage during the storage period at our premises and specifically attributable to the sole responsibility of STORE ME IN TRASTEVERE or its employees, will be governed by article no. 1768 and no. 1770 of the Civil Code and in any case cannot, in any objective and/or subjective circumstances, exceed the amount of Euro 250,00 per luggage covered by the insurance described at paragraph 11 of these terms and conditions.

For the part not covered therein by the regulations of the civil code on the storage agreement, no liability is attributable to STORE ME IN TRASTEVERE in case of delayed and/or uncollected luggage/item(s) beyond opening/closing times of our premises.

Therefore, STORE ME IN TRASTEVERE will be in no way liable in relation to duly and fully proven damages, which can be considered as direct and predictable or indirect consequence of the delay. STORE ME IN TRASTEVERE will therefore not be liable for any missed flights, trains, start up, loss of gain, profit, market, reputation, customers, use, opportunity, even if we had knowledge that such loss or damage might arise, nor for any loss or damage, however indirect, incidental, special or consequential damages determined, including, without limitation, cases of contract termination, negligence, wilful misconduct or default. We will not be liable if we do not fulfil any obligations towards you as a result of circumstances beyond our control such as (the following list is merely illustrative and not exhaustive): acts of God including earthquakes, cyclones, storms, flooding, fire, diseases, fog, snow or frost; force majeure including (but not limited to) war, accidents, acts of terrorism, strikes, embargoes, local disputes or popular uprisings; national or local disruptions; latent defects or inherent vice in the content of the stored luggage; criminal acts of third parties such as theft, robbery and arson; acts or omissions attributable to you or to any third party whose work you will be responsible for; act or omission attributable to a public official; contents of the shipment consisting of any article that is a prohibited item by law or according to the provisions of this contract, even though we may have accepted the shipment and/or storage by mistake. We are not responsible for broken handles and/ or wheels. The sole liability attributable to us in relation to the services provided shall be governed by these general terms and conditions of storage.

## **10.INSURANCE**

Each piece of baggage stored in the premises of our company is covered by insurance up to a maximum value of EUR 250.00 per item. Such insurance coverage shall refund the customer for any damages and/or losses directly attributable to STORE ME IN TRASTEVERE within the above-mentioned limits, as well as in the event of proven theft by third parties.

Such insurance coverage is not available for precious stones, precious metals, watches, plasma screens, LCDs, satellite navigation systems, mobile phones, PCs, tablets, jewellery, money, glass, china, art objects, antiques, documents or film, tapes, discs, memory cards or any other media containing data or images. The above insurance options do not cover consequential losses, delayed deliveries, or losses arising from a breach of your obligations under these terms and conditions, and are not available for services that do not concern transport. The above-mentioned options do not cover the breakage of handles and / or wheels.

## **11.COMPLAINTS**

If you wish to make a complaint for lost or damaged luggage, or for any other damages, you must comply with the provisions of the national law; otherwise we reserve the right to reject your complaint. Specifically, only after signing your slip for unchecked goods when picking up your luggage you may send your complaint in writing within eight (8) calendar days from the date of receipt of your baggage. Subsequently to your first written communication, and not beyond the limitation period provided by law or the rules applicable, you must provide documentary evidence of your complaint by sending us all relevant information relating to the loss and damage. We are not obliged to act on any claim until our storage charges and fees have been paid. You do not have the right to deduct the amount of your claim from what you own us. In order to take account of a claim for damage, the contents of your luggage shall be made available to us for inspection at the time of collection. In case of acceptance by us of all or part of your claim, you guarantee that your insurance company or third parties who have an interest in the storage will waive any right, remedy or claim to which they are entitled by virtue of subrogation or otherwise.

## **12.RATES AND TERMS OF PAYMENT**

Unless otherwise agreed, you agree to pay us the charges and fees for the storage, including the credit card commission, or for the execution of different services, upon collection of your baggage/item stored, alongside with any value added tax on transportation within payment terms agreed, for the luggage deposit with staff. You waive all your rights to challenge our invoices if you do not contest our invoice in writing within seven (7) days from the date of the invoice. You agree to pay all reasonable costs incurred by us for cashing of our invoices unpaid within seven days from the date of invoicing. The current rates applicable to the storage service are available upon request at our store in Rome located in Vicolo del Bologna 79, 00152. You agree to pay the amount due to STORE ME IN TRASTEVERE governed by these conditions within the agreed deadlines. Our invoices must be paid in the currency displayed on the invoice or otherwise in the local currency, but calculated according to the exchange rate provided by us. Late payments may result in the application of default interest pursuant to the Legislative Decree no. 231/02 and subsequent amendments. STORE ME IN TRASTEVERE reserves the right to demand, without prejudice, repayment of its credits in the time and manner provided by law, except for the right to greater damages.

### **13.COLLECTION AND STORAGE**

Luggage shall be returned by hand upon payment required for your period of storage. If the customer does not intend to comply with the resulting costs or forgot his/her luggage/s or becomes unreachable STORE ME IN TRASTEVERE shall be entitled to the retention rights in accordance with the provisions of Articles 2756-2761 of the Civil Code and also to proceed with storing and selling goods, it being understood that the STORE ME IN TRASTEVERE may take legal actions to protect its credit. In any case, if a forgotten item is requested, the Customer shall bear all costs thereof, which shall be payable in advance. A fee of € 30 will be required , plus shipping costs, which depend on the weight, destination and shipping method.

In the same way after 60 days have elapsed from the date of the storage, the customers who have not collected their luggage/item(s) by signing this contract waive all rights on luggage / goods/ articles left which will then become property of STORE ME IN TRASTEVERE. Therefore, STORE ME IN TRASTEVERE reserves the right to donate the luggage and its contents, unclaimed within 60

days from the delivery date shown on the receipt, to national and international Charity Organizations and Foundations.

#### **14.APPLICABLE LAW**

If any term or condition of this Agreement is declared invalid or unenforceable, such determination shall not affect the other provisions of this storage contract which shall remain valid in full force and effect for the remainder. Exception made for the provisions of any applicable rule; any dispute arising out of or in connection with this storage contract will be governed by the Italian law.

Any dispute relating to the relationship between the parties shall be subject to the exclusive jurisdiction of the Court of Rome

#### **15.PRIVACY**

By accepting the Terms and Conditions of STORE ME IN TRASTEVERE, the User also accepts the “Processing of Personal Data of Users” within the meaning of the privacy policy.