



## **General Terms and Conditions for the sale of Services**

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## 1. INTRODUCTION

1.1 The following general conditions for the purchase ('**Conditions**') are applied to all products/services purchased through [www.bologna-airport.it](http://www.bologna-airport.it) site and to all URLs handled by Aeroporto Guglielmo Marconi di Bologna S.p.A. (together defined as '**Website**'). The customer ('**Customer**') is requested to carefully read the following Conditions which respectively refer to: paragraph 2, parking in the airport areas, paragraph 3, Business Lounges, paragraph 4, Flight Ticketing Service ('**Services**'). Furthermore, the Customer is kindly requested to carefully read from paragraph 5 to paragraph 10, which apply to all Services.

1.2 The Website is property of Aeroporto Guglielmo Marconi di Bologna S.p.A., based in Bologna – Italy -, share capital € 90.314.162,00 - fully paid up -, subscribed to the national business registry at the C.C.I.A.A. in Bologna (Chamber of Commerce, Industry, Arts and Crafts, Agriculture), REA (administrative, economy repertoire) n° 268716, National Insurance Number and Vat registration number 03145140376 ('**AdB**'). For the purposes of these Conditions, 'we', 'our' or 'us' refer to AdB. The customer is anyway required to fully comply with the terms contained in the present Conditions.

1.3 AdB reserves the right to modify the herewith outlined Conditions at any time, and without prior notice, with the proviso that the Customer's purchase, validated by AdB, in accordance with the herewith outlined terms, is ruled by the conditions in force on the day of the purchase itself. The updated Conditions are always available in the integral version on the Website. The present Conditions solely apply to the sale of Services on the Website. It is assumed that the present Conditions are read and approved integrally before the Customer completes the purchase transaction.

1.4. With reference to any requirement relevant to the purchase of the Services on the website, the Client can contact AdB by filling in the dedicated form, available online, under the section "I need help > [Remarks, complaints and assistance from MyBLQ](#)", selecting the link "**I need MyBLQ assistance for online purchases**".

## 2. PARKING AREAS

2.1 The Service sells car parks at Bologna Airport.

Customers, following the instructions available on our website, must book the parking at least 6 hours prior to the chosen time of entry into the car park. The parking stay can be booked through an online transaction, up to 6 (six) hours before the chosen time of the entry into the car park, or straight before exiting the parking:



- at the exit columns;
- at the cashpoints;
- at the Parking Offices (open 24hrs).

2.2 The confirmation of the booking is sent by AdB through an e-mail to the address provided by the Customer. Such confirmation message will contain: (i) a booking code (QR Code), which will have to be placed under the scanner with a smartphone or on a printed paper, at the entry column of the chosen parking. It is recommended not to remove the QR code before its complete scanning and automatic issue of the ticket. The issued ticket will have to be accurately kept by the Customer in order to be able to exit the parking by inserting it into the appropriate slot at the exit. The entry into the chosen car park is possible to anyone holding a QR code even in case the warning sign "Parking complete" is shown. In case you need any assistance, please contact the staff through the intercom at the entry column, indicated with a phone set. Inside the parking it is possible to choose any among the available spaces. AdB reserves the right to relocate the Customer to a different parking place, of same or higher status.

2.3 In a separate email AdB will send the Customer a summary of the booking information, according to the booking number. Moreover, the Customer will receive a confirmation of the performed transaction by the appointed payment system.

2.4 In case an error should occur during the purchase, the Customer will view an information warning regarding the failed purchase transaction.

2.5 The bookable parking fares are published on the website and refer to a minimum 24-hour stay. AdB applicable fares will be those in place at the time of purchasing. Longer stays than the purchased ones will be charged according to the current fare and will have to be paid by the Customer after the stay, on exiting the car park. The amount paid through online transactions will not be refunded or refundable in case the Customer voluntarily opts for- and for causes which aren't attributable to AdB - a shorter stay than the originally chosen one.

2.6 All AdB published fares are indicated in Euro and include VAT. Once inside the parking, the Customer must follow the instructions indicated on the e-mail sent, and it is assumed they have read and accepted the terms and conditions shown in the [Parking rules](#) (Regolamento) displayed at the entry of the car park .



2.7 The Customer understands that it is necessary to reach the parking in due advance before the scheduled time for check-in of the flight. It is as well necessary for the Customer to allow enough time to reach the Passenger Terminal building. It is moreover important for the Customer to allow enough time to find the place, within the chosen parking, offload their luggage, lock their car, proceed to the Terminal and perform any additional necessary tasks. In case Customers choose a remote parking with transfer shuttle bus service to/from the Terminal, they will have to allow for the waiting times of the shuttle and the time to reach the Terminal building. The Customer is the only responsible for the calculation of the estimated time to carry out all operations connected to the parking and to reach the Terminal building, reporting at the airport in due time for the check-in of the flight. AdB is not liable in case the time needed to perform the above mentioned operations should be longer due to unexpected events or traffic congestion.

2.8 Customers with vehicles equipped with Telepass devices will have to cover such devices in order not to be extra charged for the entry - by means of the case supplied by Telepass - before approaching the lanes dedicated to such payment method, or else use a lane not compatible with the Telepass technology, and then wait within the parking according to the instructions as per paragraph 2.2. AdB is not liable for any charges by Telepass in case of non-compliance with the above mentioned prescriptions.

## 2.9 WITHDRAWAL AND REFUNDS

According to the Code of Consumers, Clients can exercise their right of withdrawal within 10 days from the online purchase of a parking stay at one of the AdB parkings, and anyway up until 24 hours before the purchased entry date, by filling in the dedicated form, available on the website, under the section "I need help > [Remarks, complaints and assistance from MyBLQ](#)", selecting the link "**I need MyBLQ assistance for online purchases**".

AdB will not issue any refunds for shorter stays than the purchased ones.

Moreover, AdB will not issue any refunds for un- or partially claimed services, except strictly for the below mentioned cases:

- malfunctioning of AdB structures or equipments;
- AdB airport closures;
- double charging for the same service, following a wrong entry mode, with respect to the instructions given on the confirmation of the parking booking.



AdB reserves the right to consider - according to its own judgement and without notice - whether the fare should be refunded in those cases in which a flight departing from Bologna is cancelled or diverted.

Following the above mentioned justified reasons, within 6 months from the missed entry into the parking, the Client has the right to obtain an equivalent parking service to be used within a year from the issue of the parking voucher, or the reimbursement of the parking paid for. No cash reimbursements will be issued.

All the requests for reimbursements must strictly be forwarded to AdB by filling in the dedicated form, available online, under the section "I need help > [Remarks, complaints and assistance from MyBLQ](#)", selecting the link "**I need MyBLQ assistance for online purchases**".

Any request of withdrawal or reimbursement issued in any way or term other than the above described ones will not be considered.

### **3. MARCONI BUSINESS LOUNGE (MBL)**

3.1 The Customer wishing to access AdB Business Lounge (MBL) must:

- exhibit the admission pass to the airport staff in the Lounge for the necessary validation (along with the entry tickets, admission passes are considered including, but not limited to, Frequent Flyer Cards and boarding passes according to the applicable Airline's policies)
- as well as on the Website, the admission pass can also be purchased in the Lounge, asking our staff, using a Credit Card or EPOS system payment method.
- all prices are in Euro and include VAT
- entry into the Lounge is possible during its opening times, which can be consulted on the [dedicated section on the Website](#), and will allow access to the services therein offered.

3.2 The correct conclusion of the booking is confirmed by AdB through an e-mail sent to the address supplied by the Customer at the time of the booking. Such confirmation will contain (i) a booking code (PIN).

3.3 After the booking procedure, the Customer has the faculty to carry out the purchase of the booked admission pass. The correct conclusion of the purchase is confirmed by an e-mail message sent to the address supplied by the Customer during the purchase. Such e-mail will contain (i) the order number and (ii) the same PIN code previously communicated during the booking confirmation. Moreover, the Customer will be sent by the appointed payment system in charge of performing the online transaction a (iii) confirmation



of the successful transaction via an e-mail sent to the address supplied by the Customer during the purchase. Such message will contain an authorisation code assigned by the payment circuit.

3.4 In case of an error occurring during the purchasing procedure, the Customer will view a warning on the screen informing them about the failed transaction.

3.5 The purchased products are non refundable (\*) but can be used within one year from the purchase date.

3.6 Within the services offered by MBL is the chance to use the dedicated security checkpoints access into the Boarding area (Fast Track). The Customer will be duly addressed by the staff to the dedicated access gate, inside or outside the Lounge, according to the operational requirements.

3.7 The inside access allows to follow a different security checkpoints route than that of the other departing passengers.

3.8 The outside access allows to enter the area preceding the security checkpoints, using a dedicated access different from the normal route of other departing passengers. After the entry, the passenger will have to head for one of the available security checkpoints.

3.9 The passenger is expected to comply with the airport's security regulations and with the applicable Airline's hand luggage policy.

3.10 AdB will in no case be liable for the late showing at the gate resulting in missing the flight. AdB will neither be responsible in case the passenger is refused access into the boarding area for the non-compliance with the security regulations and the Airline's policy concerning the hand luggage.

3.11 AdB will not be responsible for any inconvenience to the passengers deriving from incidental causes determining a contingent high passengers flow at the Fast Track gate.

3.12 In case of temporary unavailability of the services due to incidental causes (for instance equipments or plants failure, etc.), and in any other case independent from our will or control, AdB will perform all possible actions in order to restore their regular efficiency, actively trying to minimize the passengers' inconvenience. The missing availability of the services will not empower the passenger to claim for any reimbursement or compensation for damages.



3.13 AdB declines any responsibility for damages incidentally caused by passengers during the utilisation of the services.

3.14 The Customer is strictly responsible for all personal items introduced into the MBL. AdB is explicitly released from liability in case of any loss or damage of such items.

(\*) Except when exercising the customer's right to cancellation according to the Italian Consumer's Code (*Codice del Consumo*), communicated via letter sent by registered post within 10 days from the final e-mail confirmation of purchase of the chosen service/product. The required sums are never reimbursable in case of discounted fares.

#### **4. FLIGHT TICKETING SERVICE**

The AdB ticketing service is available online through the website [www.bologna-airport.it](http://www.bologna-airport.it) or through the call centre, dialling +39 051 6479697, on days and times as shown on the AdB website, on the page [Mobile ticketing service](#) Access to the ticketing service is only possible prior to acceptance of the present Terms and Conditions.

##### **4.1 THE CONTRACT**

By accepting the present Conditions, the Customer acknowledges and accepts that AdB acts exclusively as intermediary between the Customer and the Airline for all the services offered through the Website or the Call Centre. The transportation contract is signed directly by the Customer and the chosen Airline.

The phone calls to the Call Centre are registered for security reasons and improvement of the service. The decision of the Customer to continue the call implies their consent to the processing of the personal data for the delivery of the requested service. In case the call is interrupted, the service delivery via telephone will be impeded.

With the term "Booking" is intended any form of order of a product by the Customer done online or via the Call Centre. The acceptance of the order (and the finalisation of the contract) will occur as soon as the Customer receives a confirmation e-mail. Each booking request done through the Website or the Call Centre is binding for the Customer and hence, in case the booked ticket is available, the Customer is obliged to purchase it.

##### **4.1.1 Airlines Sale conditions**



The Airlines Sale conditions and terms apply in addition to the present Conditions. The conditions applied by the Airlines may include regulations on payment methods, variation or cancellation of a booking, administrative fees, taxes and refunds (where applicable), etc.

AdB invites all Customers to directly consult the travelling terms and general conditions of the chosen Airline, considering that they must be entirely complied with.

The airline tickets will have to be used following the order of the itinerary purchased by the Customer: in case the first route is not flown, it is possible that the whole itinerary is invalidated.

In particular, AdB reminds all Customers to turn up at the check-in desks at least 90 minutes prior to the flight departure for all international flights, and at least 60 minutes prior to national flights departure times. Moreover, some airlines require the return flight to be reconfirmed at least 72 hours before departure time. The lacking of such reconfirmation, to be done contacting the chosen Airline directly, may result in the cancellation of the purchased ticket.

## 4.2 DELIVERY OF THE TRAVEL DOCUMENTS

### 4.2.1 E-Ticket issuing

If the Customer used a credit card with an [additional security code](#) for the purchase, they will receive the flight ticket via e-mail stating 'Issued'.

AdB reserves the right to perform additional checks, for security reasons, and if necessary, cancel the ticket according to the airline's indications within 48 hours.

In case the Customer uses a credit card without such security code, they will receive an e-mail with the confirmation of the booking and the statement 'To be issued'.

Within 48 hours, after the due checks and administrative procedures are carried out, and if the necessary conditions are complied with, AdB will proceed to issue the ticket and an e-mail will be sent accordingly with the issued ticket.

In some exceptional circumstances beyond the will and control of AdB, it may not be possible to issue the flight tickets within 48 hours. In such cases, it will be the responsibility of AdB to promptly inform the Customer, finding together a different solution.





AdB charges a fee for each e-ticket issued.

AdB periodically activates commercial promotions, which guarantee discounts on the applied fee for particular categories of affiliated customers. Such customers access the Website or the Call Centre through dedicated identification codes.

AdB also applies particular discounted fares on collective and/or business purchases.

#### 4.2.2 Delivery of the tickets

For the sending of the e-ticket, the Customer is required to supply an e-mail address and a telephone number. The issued e-ticket will be sent to the supplied e-mail address. The Customer will have to hand in the e-ticket at the check-in desk of the chosen airline, along with the personal documents detailed on the booking, to receive the boarding pass.

AdB expects the supplied information to be correct, and can therefore not be held responsible for the failed delivery of the e-ticket due to a wrong e-mail address supplied or to a non correct e-mail program setting of the Customer. It is duty of the Customer to promptly communicate any variation of the e-mail address or telephone number supplied.

#### 4.3 CANCELLATIONS OR VARIATIONS TO THE BOOKING

The Customer has the faculty of cancelling or modifying the booking only in case the Airline's general terms and conditions allow to do so.

For that purpose, the Customer may use the [appropriate form](#) on the Website, or contact the Call Centre.

AdB charges a fee for any variation or cancellation required. Such charge does not include any possible penalty fee or additional expenses charged by the Airlines.

In case of a purchase of low-cost airlines tickets, it will be the care of AdB to supply the customer service for any changes or refunds.

#### 4.4 PAYMENTS

The flight tickets purchase through the Website or the Call Centre is only possible with the Customer's credit card. For some customers' categories it is also possible to pay via bank transfer, on the basis of specific commercial agreements.



**In case the payment is performed using credit cards of third parties, other than the Customer, AdB has the faculty of inquiring about the cardholder's appropriate guarantees concerning the ownership and the authority to use the card. In particular, in order to minimise the chance of fraudulent use to the damage of card holders, AdB reserves the right to carry out sample checks on the online transactions; moreover, AdB has the faculty to request the card holder to send a copy of their ID, and a copy of the card's statement of account, before issuing the e-ticket. AdB refuses any responsibility for the abuse or improper use of the credit card used for the booking on the Website or via Call Centre and for any damaging consequence incidentally resulting even to the detriment of third parties.** The payment will be processed by debiting the credit card when the e-ticket is issued.

The credit card's statement of account will specify two separate charges following two distinctive transactions: one on behalf of the Airline (ticket fee) and one on behalf of AdB (handling fees).

In case an invoice is needed, the Customer has to request it from the Airline directly. AdB will only issue an invoice, whenever explicitly requested by the Customer, for the debited handling fees.

In the sale of flight tickets, the contract is signed directly between the Airline and the Customer (the one purchasing the flight ticket). AdB solely acts as an intermediary for the sale of flight tickets, a figure that **plays no role with respect to VAT issues**, not covering any direct role in the performance of the service of air transportation. Therefore, AdB is in no position to issue an invoice for the payment of a sum of money for a service rendered by the Airline.

#### 4.5 PASSPORT, VISA AND HEALTH DOCUMENTATION

The Customer is requested to check the correspondence between the name on their own personal document and the one on the booking format and on the e-ticket.

It is, furthermore, the Customer's duty to possess a valid passport (usually with an expiry date equivalent or exceeding by 6 months the arrival date, or a digital passport to travel to the USA), and possess the visas and health certificates requested by the destination countries or anyway the countries included on the flights routing.

AdB invites all Customers to enquire about the specific health and safety requirements of each destination before starting the journey. (It is suggested to consult specialised websites on the issue, like for instance [www.viaggiasesicuri.it](http://www.viaggiasesicuri.it)).



AdB declines any responsibility in case of failed boarding or refused admission into the destination country, or into any of the countries included in the itinerary, due to non-compliance with the applicable health and safety regulations.

#### 4.6 CONTACTS AND COMPLAINTS

In case the Client has any remarks or complaints concerning the AdB ticketing service, they are kindly requested to contact the number +39 051 6479697 [during offices opening times](#), or to write to us by filling in the dedicated form online, under the section I need help > [Remarks, complaints and assistance from MyBLQ](#).

### 5 CUSTOMER'S OBLIGATIONS AND FINALISATION OF THE PURCHASE

5.1 The Customer commits to taking view, reading accurately and accepting the present Conditions, before proceeding to the purchase of any product/service.

The Customer uses the Website through an application software, with a non-exclusive and temporary license, granted in use for the time necessary for the transaction. It is forbidden for the Customer to modify, reuse, copy, disseminate, transmit, reproduce, publish, sublicense or subcontract, create derivative works, cede or sell or anyway make use of the information, news, contents, software and systems, products/services available through the Website for reasons other than the purchase transaction.

5.2 The Customer is not entitled to any form of reimbursement and compensation – and any contractual or extra-contractual responsibility of AdB is excluded – for direct or indirect damages caused to people and/or things deriving from the even partial failed acceptance by AdB of an order placed by the Customer.

5.3 Each Customer takes full responsibility for the truthfulness and completeness of the data communicated concerning: the purchase transaction of the product/service, its completion and the invoicing of the purchase. Moreover, the Customer guarantees to be an adult of over 18 years of age, consequently having the required capacity to act according to Art. 2 of the Italian Civil Code ("*Codice Civile*"), to access AdB online Services in compliance with the present Conditions.

5.4 By proceeding with the order, the Customer commits to adhering to the instructions received via e-mail during the booking/purchasing processes and to paying out to AdB the amount of money requested for the chosen products/services.



5.5 The purchase is intended completed with the final e-mail confirmation (as per details outlined in paragraphs 2.3, 3.3 and 4.2), which will be sent by AdB to the e-mail address supplied by the Customer, at the end of the booking/purchase transaction. The finalised transaction and the debiting of the amount are simultaneously communicated by the bank system appointed by AdB to the supplied e-mail address.

5.6 AdB will not be in a position to proceed with the purchases for which no sufficient warranty of solvency is present, or in case they appear to be incomplete or incorrect. In such cases, AdB will inform the Customer that the purchase has not been carried out.

## **6. PURCHASE AND PAYMENT METHOD**

6.1 For the payment of the amount due, the Customer will have to follow the steps as per each single paragraph.

6.2 The payment will have to be carried out with Visa, MasterCard or American Express credit cards, available for use by the Customer without any additional admin fees applied by AdB. The financial information (for example, the number of the credit/debit card or its expiry date) will be forwarded, by cryptographic protocols, to the bank system appointed by AdB to supply the remote electronic payment services, preventing third parties from having access to it in any way.

AdB reserves the faculty to ask the Customer for additional information (for instance, their landline number) or for a copy of the documents proving the ownership of the used credit card. In case the documentation is missing, AdB reserves the right not to accept the request for the purchase of the product/service.

Such information will be exclusively processed by AdB in order to complete the purchasing transaction and to refund the amounts due, where applicable. In no case can AdB be held responsible for the fraudulent or improper use of credit cards on behalf of third parties upon payment of the Service purchased on the Website.

6.3 In case the purchase of the chosen product/service is not carried out, AdB will ask the appointed bank system for the cancellation of the transaction and the releasing of the amount engaged. The releasing time, for some card types, exclusively depend on the bank system and may vary until their natural expiry date, i.e. the 24<sup>th</sup> day from the authorisation date. Once the cancellation has been carried out, in no circumstance can AdB be made liable for any direct or indirect damages arising by the delay of the failed releasing of the engaged amount by the bank system.



6.4 The Customer purchasing online may only ask for the issue of the relative invoice upon placement of the order. The invoice will be issued only provided that all obligatory fields in the form are correctly filled in.

The Customer, before filling in the form, is expected to supply:

- The billing name, surname or company title.
- 'Partita IVA' (VAT registration number) and/or 'Codice Fiscale' (National Insurance Number).
- Address including house number, city and city code, province.

The invoice cannot be issued for the payment of the flight ticket, as indicated above in 4.4, since it refers to a service rendered by the Airline (Registered Agent Agreement as per Art. 1704 of the Italian Civil Code and Art. 3 of the DPR – a decree by the Republican President - 633/72 on VAT issues).

## **7. FARE CATEGORIES**

7.1 Customers choosing to purchase products/services on the Website can avail themselves of one or more fare categories available at the time of the purchase. The selection of the fare and service chosen by the Customer implies full acceptance by the latter of the fare rules applied and communicated to the Customer.

7.2 The Customer accepts that the compensations paid for the AdB online services are non-refundable (\*) and, therefore, it will not be possible to cancel the booking/purchasing, nor obtain the refund of the debited amount. Only with reference to certain online service categories, where applicable, will AdB grant the Customer the faculty to avail themselves of a replacement product/service.

(\*) Except when exercising the customer's right to cancellation according to the Italian Consumer's Code (*Codice del Consumo*), communicated via letter sent by registered post within 10 days from the final e-mail confirmation of purchase of the chosen service/product. The required sums are never reimbursable in case of discounted fares.

## **8. CLAUSES 231**

8.1 Pursuant to and by effect of Legislative Decree 8 June n°231, and subsequent modifications, the Customer commits to taking view and getting acquainted with the content of the Code of Ethics of 'Aeroporto Guglielmo Marconi di Bologna S.p.A.', and of the 'Society Organisation, Management and Control Model' according to the Legislative Decree 231/01 concerning administrative bribery of the legal entity



deriving from crime committed by administrators, employees and/or co-workers and also guarantees, by requesting a Service, of never having been guilty of committing any crime therein contemplated.

8.2 The Customer commits to respecting the provisions with regard to the discipline of administrative responsibility of legal entities, both with respect to AdB and any other third party or possible co-workers, for all activities that may in any way affect the performance of the services.

8.3 In particular, the Customer and AdB guarantee that in the carrying out of a requested Service, any harmful behaviour with respect to the other party will be avoided, with regard to the crimes included in section III of the Legislative Decree 231 earlier mentioned, that may result in the other party being sanctioned accordingly, this having carefully considered the provisions as per the Code of Ethics and the Society Organisation, Management and Control Model (SOMCM) of which the society Aeroporto G. Marconi di Bologna S.p.A. has equipped itself with (available on the website [www.bologna-airport.it](http://www.bologna-airport.it)).

8.4 The fact of AdB or the Customer committing one of the crimes as per Lgs. D. 231/01 will entitle the other party to rescind the contract with immediate effect, pursuant to and by effect of Art. 1456 of the Italian Civil Code, without prejudice to the compensation for any damages caused to Aeroporto G. Marconi di Bologna S.p.A., like for example, including but not limited to, those deriving from the application of sanctions to the society according to the mentioned Decree.

## **9. APPLICABLE LAW AND COMPETENT JURISDICTION**

9.1 If the Customer is an end user, the competence for the civil disputes that should arise with regard to the present Conditions is of the competent judicial authority of the residence place of the end user, if within the national territory. In case it is not within the national territory, or in case the Customer is not an end user, the exclusive competent jurisdiction will be the Bologna District Court.

9.2 The present Conditions are moreover ruled by the Italian law, and in particular by the Italian Consumers Code ("Codice dei Consumatori", a Code of practice for consumers protection).

9.3 For all which is not expressly set out in the present contract, please refer to the rules outlined in the Italian Civil Code, book IV, title II.

Pursuant to and by effect of Articles 1341 and 1342 of the Italian Civil Code, the following clauses are explicitly read and approved:



- Art. 1. Introduction;
- Art. 2. Parking areas;
- Art. 3. Marconi Business Lounge;
- Art. 4. Flight Ticketing Service;
- Art. 5. Customer's obligations and finalisation of the contract;
- Art. 6. Purchase and payment methods;
- Art. 7. Fare categories;
- Art. 8. Clauses 231;
- Art.9. Applicable Law and competent Jurisdiction.