

## **CITY LOCKERS LTD.**

*“Deshmoret e Kombit Boulevard”, Twin Towers, no.2, 1000, Tirana, Albania*

### **GENERAL TERMS AND CONDITIONS**

#### **1. Scope of application of the Terms and Conditions**

The present General Terms and Conditions of Sale (hereinafter the "Terms") apply, without restriction or reserve, to all sales concluded by City Lockers Sh.p.k. ("the Provider") with a buyer ("the Customer"), on the website [www.citylockers.al](http://www.citylockers.al) wishing to acquire the services offered for sale by the Provider ("the Services"). They specify in particular the conditions of order, payment, delivery and management of eventual returns of the Services ordered by Customers.

The [www.citylockers.al](http://www.citylockers.al) website is a website on which City Lockers Sh.p.k. offers a paid online reservation service for luggage lockers.

The present general terms and conditions of sale (Terms) only concern reservations made and paid for online on the Site by the Customer as part of the online reservation service.

#### **2. How to reserve on the City Lockers Sh.p.k. website**

You can go to [www.citylockers.al](http://www.citylockers.al) or by scanning the QR code on our site.

##### **2.1 Requirements before the reservation can be accepted.**

By ticking the relevant box, the Customer fully accepts the Terms. Otherwise, it will not be possible to continue with the reservation if the Terms are not accepted. By reserving one or more lockers on the website, the Customer implicitly acknowledges having accessed all the information necessary on the nature and provisions of this service.

The Customer must be at least 18 years old, legally capable of contracting with and using this Website in accordance with the Terms in force on the date of reservation confirmation. The Customer attests to the truthfulness and accuracy of all the information communicated to City Lockers Sh.p.k. as part of the reservation and, in this respect, guarantees City Lockers Sh.p.k. against any action or claim by a third party concerning the illicit or fraudulent data use by another person in the context of the use of the Services.

##### **2.2 Online reservation procedure**

The Customer must fill in the mandatory fields of the booking form online.

The Customer must verify or correct or modify or confirm the information given and then confirms or cancels the reservation.

The Customer must accept without reservation the Terms of the City Lockers Sh.p.k. website.

The Customer must confirm the reservation by filling in and confirming their payment information.

The contract thus completed online by the Customer on the City Lockers Sh.p.k. website is then confirmed and final.

### **2.3 Sending Locker Unlock Codes**

City Lockers Sh.p.k. will then send an email and/or SMS confirmation of the reservation with the codes necessary to use the locker(s) reserved on the Website. This confirmation email and/or SMS is sent to the email address or mobile phone number provided by the customer on the reservation form.

### **2.4 Modification, transfer or cancellation of a reservation**

The Customer is responsible for the information provided and must verify its accuracy before final confirmation of the reservation. The Customer is informed that any reservation made on the website cannot be modified.

The reservation cannot be modified and cannot be transferred to another person or to another City Lockers Sh.p.k. locker.

### **2.5 Withdrawal and Refunds**

The customer is informed that he/she does not have the right of withdrawal, which he/she expressly waives in view of the specific nature of the service, and that the reservation is not refundable except in cases of force majeure.

### **2.6 Force Majeure**

"Force Majeure" means an event as defined by the legal provisions in force, such as a natural disaster or a major political event (war, etc.), which, in view of its circumstances, is unforeseeable, unavoidable, and external, which makes it impossible to complete the contract.

### **2.7 Reservation codes**

The reservation and confirmation email sent by City Lockers Sh.p.k. with the reservation codes is valid as a reservation. No other document will be sent to the Customer.

### **2.8 Financial conditions**

The Services are provided at the current rates listed on the Provider's website. These prices are final and non-revisable during their period of validity, as indicated on the website, and the Provider reserves the right, outside of this period of validity, to modify the prices at any time. The payment for the reservation is made online through a secure payment system. The reservation request is considered final after the Customer has paid the total price of the reservation due to City Lockers

Sh.p.k.. Any rejection of the payment - for whatever reason - will result in the reservation request being canceled. City Lockers Sh.p.k. will not be held responsible for this and the reservation will not be confirmed.

The Customer acknowledges that the data recorded by City Lockers Sh.p.k. as part of reservations made on the website constitute the proof of the financial transaction.

### **3. Provision of the service**

The Services ordered by the Customer will be provided starting from final confirmation of the Customer's order, under the conditions stated in these General Terms and Conditions of Sale, at the address of the premises chosen and indicated by the Customer at the time of order on the website, with no possibility to modify the place and date after final confirmation of the order.

The Provider undertakes to make its best effort to provide the Services ordered by the Customer within the time limits specified above.

### **4. General Conditions and Procedures for Use and Reservation of the service**

- The premises are open from 7.00 am to 23.00 pm, seven days a week;
- Reservation on the website 24 hours a day;
- The client will be able to hire a locker for a period of between 1 day, as a minimum, and 90 calendar days, as a maximum.
- Animals are not allowed in any of the lockers and/or rooms;
- The spaces are fully non-smoking;
- Access is reserved for people over 18 years old or children accompanied by an adult;
- No storage of perishable goods;
- The size of the lockers is S 95 cm x 46 cm x 43 cm, M 95 cm x 46 cm x 58 cm, L 95 cm x 46 cm x 76 cm; maximum weight per locker 15/25/35 kg according to the size.

It is the Customer's responsibility to ensure the size and weight of their luggage prior to any booking on the site.

Any claims or refunds for baggage that do not comply with these dimensions and weights cannot be accepted.

It is also the Customer's responsibility to ensure that:

- the locker door is properly closed when leaving the City Lockers Sh.p.k. area;
- luggage is properly secured (code, padlock, etc.) and identified (labelled with Customer name and telephone number);
- no valuable objects are left, for which the Customer remains responsible and for which City Lockers Sh.p.k. declines all responsibility;
- there are no animals in the luggage;
- nothing is left inside the locker when leaving the City Lockers Sh.p.k. locker space.

The Customer remains responsible for their luggage and its contents.

It is the Customer's responsibility not to leave any identity documents or any documents necessary for travel in the locker. The Customer acknowledges that he has taken all the necessary precautions and measures not to leave any documents necessary for travel in the locker. If this is not complied with, City Lockers Sh.p.k. cannot, under any circumstances, be held responsible for any failure on the part of the Customer.

For security reasons, any item or baggage that is forgotten/found and not claimed will be destroyed according to Albanian rules and regulations for lost belongings made by Albanian law enforcement agencies.

During the valid period of booking, a locker may be opened and closed as many times as required by the client. A booking does not expire upon first re-opening.

When returning a forgotten item by post, all costs are the responsibility of the Customer, payable in advance and minimum of €25, to which will be added the shipping costs which depend on the weight, the destination, the shipping method (standard, DHL, etc.).

City Lockers Sh.p.k. cannot be held responsible for any luggage damaged/stolen during shipment and for any luggage that does not reach its destination and objects or luggage that are left in self-service in the premises and not stored in the allocated locker.

Although every effort is made to protect and secure the premises, City Lockers Sh.p.k. declines all responsibility in the event of burglary/forgotten or damaged objects.

#### **4.1 Prohibited items**

The following are not allowed to be stored in our lockers:

- Revolvers, firearms and weapons
- Metal cases and trunks
- Important personal belongings such as keys, wallets, identity documents, passports, driving licences, handwritten documents, title deeds and other official documents, business papers, travel tickets, credit cards, cash or any other means of payment, securities, etc...
- Mobile phones and smartphones, digital tablets, e-book readers, laptops or PCs, cameras and all photographic, radio, sound or image recording or playback devices as well as their accessories
- Luggage and luxury bags, watches, fishing rods, golf clubs and more generally all sports equipment, clocks, porcelain, earthenware, curios and decorative objects, carpets, paintings, tapestries, furs, books, musical instruments, household goods, collections (a collection is considered to be multiple objects of the same nature, which are related to each other and which are the subject of a quotation between collectors), etc....
- Jewelry made of metal or precious stones, fine pearls, works of art
- Cosmetic products such as perfumes, creams, make-up, etc...
- All fragile goods: dishes, porcelain, earthenware, etc...

- Food or perishable goods
- Medicine
- Prostheses of any kind, glasses and contact lenses
- Cigarettes, tobacco and tobacco products
- Liquids, wines and spirits
- Chemical, toxic or hazardous products
- Mouldy, polluted or contaminated objects or goods
- Firearms, ammunition, explosives, fuels and fireworks
- Radioactive or hazardous materials
- Liquid fuels (e.g. LPG, FOD, heavy fuel oil and similar products, etc...)
- Combustible gases (e.g. acetylene, methane, butane and propane, hydrogen, etc...)
- Flammable liquids
- Illegal substances
- Living beings (animals, plants or other)
- Waste
- Stolen or illegally held property or goods
- Property stored for commercial purposes
- Goods
- Computer files except blank data storage
- Copies and imitations of weapons
- Ammunition
- Knives and sharp instruments
- Blunt instruments
- Disabling or incapacitating objects
- Objects that can be used as a weapon
- Explosive and flammable substances
- Chemical and toxic substances
- Valuable electronic devices (phones, laptops)
- Travel documents (passports)
- Explosives, fuel, hazardous or flammable materials
- Pesticides, toxic chemicals, pollutants, waste of any kind
- Firearms, ammunition, illegal drugs or other controlled substances
- Stolen goods, illegal or illicit substance(s) or other contraband
- Perishable food products, spoiled food, live or dead plants or animals, infested or otherwise contaminated items, wet or mouldy items
- Radioactive materials, articles that emit fumes or other strong odours
- Cash, works of art and securities (e.g. share certificates)
- Any item not legal in Republic of Albania

## **5. Reservation times and operating procedures**

The City Lockers Sh.p.k. spaces are open from 7.00 am to 23.00 pm.

Withdrawals cannot be made after 23.00 pm.

Any locker not released by 7.00 am the following day and for which the unlocking procedure has not been carried out and for which no extension of the reservation has been made, will be emptied and the luggage will be stored in a dedicated secure area for a maximum period of 30 days. After this period, the luggage will be destroyed at the Customer's expense according to Republic of Albania Regulations for lost/ no owner belongings.

The luggage will be returned against a payment of €50 for administrative and handling costs plus €25/day for storage; the return time slot will be set by City Lockers Sh.p.k..

The City Lockers Sh.p.k. premises cannot be considered as customer-receiving in the sense of a waiting room.

## **6. Liability of City Lockers Sh.p.k.**

Furthermore, City Lockers Sh.p.k. cannot be held responsible in case the reservation is cancelled or not performed because of force majeure, or because of the customer's fault as result, for example, of incorrect information provided. Furthermore, City Lockers Sh.p.k. cannot be held responsible in case of fraudulent use by a third party of the identity or means of payment of the Customer.

It is the responsibility of the Client to verify at the time of his final reservation, the accuracy of the information he communicates and in particular, the country code + mobile number and the e-mail address. City Lockers Sh.p.k. cannot be held responsible for the consequences of a temporary unavailability of the Website or for possible connection problems between the customer's equipment (computers, mobile phone) and the City Lockers Sh.p.k. Website occurring during a reservation request or confirmation.

No claim or refund will be accepted if the Customer does not fill in the booking form correctly.

The Provider warrants to the Customer, in accordance with the law and without additional payment, against any lack of conformity or latent defect resulting from a design or manufacturing defect in the Services ordered under the terms and conditions set forth in the Appendix to these General Terms and Conditions of Sale. In order to assert its rights, the Customer shall inform the Provider, in writing, of the existence of the defects or lack of conformity without delay after the Services have been provided.

The Provider shall refund or rectify or have rectified (to the extent possible) the services found to be defective as soon as possible after the Provider finds the defect or fault. The refund will be made by crediting the Customer's bank account.

The Provider's warranty is limited to the reimbursement of the Services actually paid by the Customer and the Provider shall not be held responsible or liable for any delay or non-performance resulting from the occurrence of a force majeure event usually recognized by Albanian law.

The Services provided through the Provider's website comply with the regulations in force in Albania. The Provider shall not be liable for any failure to comply with the laws of the country in which the Services are provided, which it is the Customer's responsibility to verify.

For any question relating to the service and/or assistance please contact at the email address indicated on the City Lockers Sh.p.k. website.

## **7. Miscellaneous provisions**

### **7.1 Force Majeure**

With respect to all of the Provider's obligations under these Terms, the Provider shall not be liable for any delay or failure to perform, without fault or negligence on its part, in the event of force majeure as defined by applicable law.

### **7.2 Non-waiver**

The fact that one of the Parties does not take advantage of a breach by the other Party of any of the obligations referred to in these General Terms and Conditions of Sale shall not be interpreted in the future as a waiver of the obligation in question.

### **7.3 Invalidity of a provision**

The cancellation of one of the stipulations of the present General Terms and Conditions of Sale shall not entail the cancellation of the Terms as a whole, unless the disputed stipulation can be considered, in the minds of the signatories, as substantial and influential, and its cancellation would call into question the general balance of these Terms. In the event of cancellation of one of the stipulations of the present General Terms and Conditions of Sale, considered as non-substantial, the parties shall endeavour to negotiate an economically equivalent clause.

## **8. Settlement of disputes**

The present General Conditions of Sale are governed by and subject to Albanian law.

They are written in Albanian. In the event that they are translated into one or more foreign languages, only the Albanian text shall be deemed authentic in the event of a dispute.

The Customer is informed that they may in any case resort to any alternative method of dispute resolution (conciliation, for example) in the event of a dispute. Any disputes that may arise concerning the validity, interpretation, execution or non-execution, interruption or termination of these General Terms and Conditions of Sale may be submitted to a conciliation procedure between the Parties.

This procedure is confidential. In this case, a conciliator (third party to the present General Terms and Conditions of Sale) will be jointly referred to by the Parties. The conciliation shall be carried out before a single conciliator. In the event of disagreement on the appointment of the conciliator,

the respective counsels of the Parties shall agree to appoint a neutral conciliator in the best interest of each of the Parties. The conciliation attempt shall be made in good faith and the Parties agree, in this spirit, to meet at least once under the auspices of the conciliator. In the absence of an agreement to the contrary by the Parties, the conciliation shall not be extended beyond a period of 1 (one) month from the date of referral to the conciliator. The costs and fees of the conciliation shall be borne equally by each of the Parties. Each Party shall bear the costs and fees of any counsel appointed by them in the context of the conciliation.

The Parties hereby agree that in the event of a conciliation agreement, it shall be drafted and signed by the Parties under the auspices of the conciliator and shall allow for an amicable outcome to the dispute that has been submitted. If, however, the legal action of one of the Parties is subject to a statute of limitations that could end during the conciliation, this Party could interrupt the statute of limitations by any legal means, as a precautionary measure, with this procedure remaining suspended until the end of the conciliation.

In the absence of a solution through an alternative method of dispute resolution, any dispute relating to the existence, validity, interpretation, execution and performance of these General Terms of Sale (or any of these clauses) will be the exclusive jurisdiction of the competent courts under the conditions of common law.

## **9. Pre-contractual information / Customer acceptance**

The Customer acknowledges having been informed, prior to placing his/her order, in a legible and comprehensible manner, of the present General Terms and Conditions of Sale and of all the information and details referred to in Articles L111-1 to L111-7 of the Consumer Code, and in particular: (i) the essential characteristics of the Service, taking into account the communication medium used and the Service concerned, (ii) the price of the Services and the ancillary costs (delivery, for example) ; (iii) in the absence of immediate performance of the contract, the date or time by which the Provider undertakes to deliver the Service, (iv) information concerning the identity of the Provider, its postal, telephone and electronic contact details, and its activities, if they are not apparent from the context, (v) information concerning the legal and contractual warranties and the terms and conditions of their implementation, (vi) the functionalities of the digital content and, where applicable, its interoperability; (vii) the possibility of resorting to conventional mediation in the event of a dispute; (viii) information on the right of withdrawal (not applicable in this case), the cost of returning the Products (not applicable in view of the nature of the Service), the terms of termination and other important contractual conditions.

The fact that an individual (or a legal entity) orders Services from the Provider implies full acceptance of these Terms and Conditions of Sale, which is expressly recognized by the Customer, who waives, in particular, to rely on any contradictory document, which would be unenforceable against the Provider.

## **10. Personal Data and Security**

The website [www.citylockers.al](http://www.citylockers.al) is fully owned by the company City Lockers Sh.p.k..



Strict security procedures regarding the storage and disclosure of transmitted information have been put in place to prevent unauthorized access.

City Lockers Sh.p.k. via [www.citylockers.al](http://www.citylockers.al) does not sell, market or rent out any information about its customers to third parties.

The lockers are controlled via secure software that monitors locker activity and availability in real time and allows emergency access for security personnel in the event of a problem or technical malfunction.

The City Lockers Sh.p.k. spaces are under 24-hour video surveillance and the videos are stored for 15 days.

## **11. Intellectual Property**

City Lockers Sh.p.k. is the owner of all property rights attached to the Website and the elements that make it up and has the required licences. It holds all the intellectual property rights and the derived rights attached to the concepts, editorial contents, videos and software used and/or distributed on the Website. In general, no provision of the present General Terms and Conditions of Sale can be interpreted as conferring to the Customer, expressly or implicitly, any right (under the terms of a licence or by any other means) on the names, brands, acronyms, logos and other distinctive signs of City Lockers Sh.p.k. or on any other right of City Lockers Sh.p.k. attached, in particular, to the literary and artistic property.

It is therefore forbidden to reproduce, modify, transfer or exploit all or part of the Website without the express written authorisation of City Lockers Sh.p.k..

Your information will not be passed on to third parties for commercial prospecting without your consent.

What personal information is collected?

We collect the information you provide to us in the course of our business relationship, including:

- when you create a customer account
- when managing your requests/orders
- during your exchanges with our reservation service, our management service or our customer service.
- The information for which collection is strictly necessary to provide you with a service is indicated by an asterisk and generally concerns your first name, surname, postal address, email address, landline or mobile telephone number and date of birth.

In accordance with the regulations, we do not collect data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, genetic personal data, biometric personal data for the purpose of uniquely identifying a natural person.

## **12. Amendments to the General Terms and Conditions of Sale**

We reserve the right to modify at any time, by right and without formalities, the present Terms.

## **13. Applicable law and jurisdiction**

These Terms are subject to Albanian law.

In the event that the regulations in force allow for an exception to the rules of territorial jurisdiction of the courts and for the case of a dispute that may arise in relation to these Terms, the parties grant jurisdiction to the court of Tirana, Albania.

## **14. Contact City Lockers Sh.p.k.**

Any question concerning a reservation must be sent by email with acknowledgement of receipt to [citylockers.al@gmail.com](mailto:citylockers.al@gmail.com), or send a letter by registered post with acknowledgement of receipt, accompanied by a copy of a valid identity document, to the following address: **City Lockers Sh.p.k., Blvd. Dëshmorët e Kombit, Kulla Binjake 2, Kati I, Tirana, Albania.**