

I, **Marija Radić Radovan, Court Interpreter for English and Italian language, as** appointed by the **President of the County Court in Pula, Decree No. 4 Su-788/04** of 24 February 2005, do hereby certify that the above translation is a faithful **and complete** translation of the original document written in the Croatian language.

Cert. no. 153/2019

Pula, 19 September 2019

Marija Radić Radovan





CERTIFIED TRANSLATION  
FROM CROATIAN TO ENGLISH LANGUAGE



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## Legal Opinion:

To whom it may concern:

### I Preliminary notes:

1. Modern life is unimaginable without cars, vehicles carrying more passengers (buses or other means of transport) and/or freight vehicles (self-propelled - trucks or in trailers). This has been facilitated by the development of road networks, which most often enable door-to-door transport.
2. Limited number of parking spaces, especially in cities and larger populated areas, often associated with high costs related to “creating parking spaces”, all of which are in turn connected with the implementation of specific policies to make more efficient use of free parking space and its accessibility to everyone on equal terms, has created the need to legally regulate the conditions under which the use of available parking space is possible. These spaces are regularly part of public open or closed spaces (public garages) under the fundamental “pay for your parking place” condition.
3. While the issue of charging for parking place use in enclosed car parks is not a problem given the fact one must pay a fee to leave the car park/garage e.g. for the barrier gate at the exit to be lifted, in open public car parks, city squares, streets, etc. due parking fee is not always paid and the driver simply leaves the parking space in the vehicle.
4. Positive legal regulations of the Republic of Croatia (applicable and effective regulations) determine who disposes of free spaces in cities and municipalities, which are not owned by private persons. These are cities and municipalities.
5. Local and Regional Self-Government Act (Official Gazette No. 3/2001... 123/2017) in Art. 19 states that municipalities and cities, within their scope of self-government, carry out tasks of local significance and in particular, among other things, the utility services.

6. Pursuant to the **Utilities Act** (Official Gazette No. 36/1995...65/2018), a local self-government unit (municipality or city) may, based on its own decision, in addition to legally prescribed utility activities, designate as utility activity the organization and provision of parking services in a specific area, as well as define the method of carrying out the activity (whether by its own resources, by a company owned by the city or municipality, or by transferring this activity to another entity – a concessionaire), as well as other issues and provisions under which this space may be used.
7. Supervision of parking vehicles in places where parking is time limited is performed by legal entities designated by local self-government units (municipalities, cities). See **Road Traffic Safety Act**, Official Gazette No. 67/2008...70/2019, Art. 5, para. 11.
8. It is not in dispute that the use of available public parking space which is subject to a parking fee payment system is of contractual nature, i.e. a parking contract is concluded between the service provider and the user of the parking service at the moment the vehicle is parked in a parking place. This contract has the legal characteristics of a form contract, sometimes referred to as an adhesion contract, Art. 295, para. 1 of the **Civil Obligations Act** (Official Gazette No. 35/2005...).
9. Considering that the contract has the legal characteristics of an adhesion contract whose **general conditions** are prescribed by public authority, it is considered that the publishing of the general acts in the official gazette of the local self-government unit includes the publishing of the **general terms and conditions of the contract**, thus making them available to all users of the parking space, and as such are binding on the user. As stated in the *Decision and Decree of the Constitutional Court of the Republic of Croatia no. U-I-355/2007, U-II-3924/2008 of 10 December 2008*, Official Gazette No. 148/2008 dated 19 November 2008.
10. Croatian cities and a significant number of municipalities, within their competence, organize and provide parking services within their own organizational units and the city administration or set up their own companies for this purpose, while some cities and municipalities entrusted parking organization and parking services to concessionaires based on a concession contract.
11. Pursuant to the provision referred to in Art. 30 of the Utilities Act, a utility service provider (and the provision of parking services is a utility service where so prescribed) for the purpose of performing the activity... adopts the **general terms and conditions of the provision of the utility service and concludes a contract with the utility service user for the delivery or provision of the said service**. Accordingly, for example, with the prior consent of the competent representative bodies (e.g. Pula City Council or Osijek City Council), authorized persons of the parking service providers, in case of both cities, have adopted the **General Terms and Conditions of Use of Parking Space in Open Car Parks** (for the City of Pula, Official Gazette/Bollettino ufficiale No. 22/18 of 10 December 2018, for the City of Osijek, Official Gazette of the City of Osijek No. 2 of 4 February 2019). The relevant provisions on the daily parking ticket for the City of Pula are laid down in the

- provisions of Art. 5 of the **General Terms and Conditions** and **Articles 11-17 of the General Terms and Conditions for the City of Osijek**. The above general terms and conditions (Article 5, paragraph 2 - for the City of Pula and Article 11 for the City of Osijek), prescribe precisely when and under what conditions a parking contract is deemed concluded based on the use of a daily (parking) ticket.
12. The relevant provisions related to the general terms and conditions of contract are contained in Art. 295-296 of the **Civil Obligations Act, 2005**. Undoubtedly, the provisions of the general terms and conditions of the contract impose obligations on parking users, especially in case of non-compliance. This is why the approval (consent) of the competent representative body is not only a form of prior check of admissibility of these conditions, but when the approval has been given (as is the case in the specific cases in question), this is also a confirmation of their legal validity and their binding nature within the context of Croatian law of obligations. We hereby wish to confirm the binding nature of the general terms and conditions of the contract, especially those relating to cases where a parking user has to pay a daily parking ticket.
  13. The driver, when stopping the vehicle in a parking place within the parking fee payment system, is aware that he/she is entering into a parking contract with the service provider with the obligation to pay a fee, limited in time, in a certain zone. In particular, at the moment of parking the vehicle, the parking user by this conclusive act, therefore, entered into a contract on the use of parking space. By not paying the fee or by not extending the hourly fee already paid for time exceeding the paid session, the parking user expresses his/her intention to use the daily parking service. The owner of the vehicle is generally considered to be the user of the parking service.
  14. The parking fee, in legal terms, is paid by purchasing a parking ticket on site or electronically by sending a text message. The driver must display the purchased parking ticket in paper form in a visible place.
  15. Failure to display a purchased parking ticket under the windshield of the vehicle or failure to report the use of the parking place and pay by sending a text message is a breach of contract by the parking user. This is in accordance with the general rules of law of obligations, i.e. the Civil Obligations Act and the general legal characteristics of adhesion or form contracts.
  16. It is unlawful and/or contrary to the contract concluded for the use of parking space for the parking user to occupy two or more parking places with his/her vehicle, to exceed the allowed parking time, to park the vehicle without a parking ticket or for more than one day or longer than the time for which the parking service was paid.
  17. Unlawful conduct of parking users not only constitutes a breach of the contract of parking use, but is also unacceptable in terms of the rule of law.
  18. The Constitutional Court of the Republic of Croatia did not allow for the contractual penalty to be charged for breach of the contract of parking use (see cit. Decision and Decree of the Constitutional Court of the Republic of Croatia of 10 December 2018),

because contractual penalties cannot be charged for not paying financial obligations (penalty clause does not apply).

19. It is legally permissible, under the general terms and conditions for breach of parking contract, to deem the parking session extended until the expiration of 24 hours (the so-called daily parking ticket) if the user fails to pay an hourly ticket or fails to extend the parking session when the paid parking session expires. The daily parking ticket allows the parking user to use the public car park for 24 hours in the zone for which the daily ticket is issued. This was confirmed by the judgment of the High Administrative Court of the Republic of Croatia no. Usoz-181/2012-6 dated 27 November 2013.
20. The Croatian law is in this respect absolutely in line with what provides the law of the modern world.
21. When concluding a parking contract (by the very act of parking the vehicle in a parking place which is subject to fee payment), the nature of the act clearly implies that parking users ignore the warnings about the daily parking ticket, this happens because it is a so-called quick-hand transaction, but this does not give them the right to say that they were not familiar with the general terms and conditions or that they did not intend to use the parking place all day, etc. There is no room for exemption from the contractual obligation to pay the daily parking ticket when and if all the necessary conditions for the application of the general terms and conditions are met and the breach of the contractual obligation is stipulated by the general terms and conditions.

## II Payment of parking fee, including a daily parking ticket for parked vehicles registered in the Republic of Croatia:

1. The Croatian enforcement law (See Enforcement Act, Official Gazette No. 112/2013...73/2017) knows an efficient method of collecting monetary claims, proven by any of authentic documents referred to in Art. 31, para.1 of this Act.
2. A motion for enforcement may also be filed based on an authentic document.
3. With regard to the duty to provide information on the debtor from an authentic document (invitation to pay a daily parking ticket with an order for national payments with a printed excerpt from the General Terms and Conditions of the Parking Use Contract), and the issue of who is considered to be the payer (vehicle owner), we refer to Art. 18 para. 1, in. 2 of the Enforcement Act, which stipulates that the Ministry of Internal Affairs is OBLIGED to provide information on whether a person is registered as the owner of the vehicle in the records on registered and marked vehicles, as well as on the type, make, model, year of production, vehicle registration plate number and the existence of cargo in the vehicle...
4. In other words, it is legally and technically not difficult to initiate the proceedings for collecting parking fees, including daily parking tickets for vehicles entered in the records of the Ministry of Internal Affairs of the Republic of Croatia.

5. Based on the judgments of the European Union Court of Justice in the Zulfikarpašić cases (dated 9 March 2017-C-484/15 EU:C:2017:199) and Pula parking in the Tederahn case, who had been provided parking service in Pula (dated 9 March 2017 C-551/15, EU:C:2017:193), issued upon the request for a preliminary ruling of the Croatian courts, decisions were made on the competence of public notaries to issue enforcement orders based on an authentic document within the context of judicial cooperation in civil matters in the EU. The fundamental question was whether a national (Croatian) court could issue a certificate to a European enforcement authority for a notarial enforcement order based on an authentic document such as a payment order for unpaid parking.
6. If the debtor has not filed a timely objection against the notarial enforcement order based on an authentic document, it becomes final and enforceable.
7. For the purposes of Regulation No. 805/2004 and Regulation Brussels I BIS Regulation, the European Court of Justice ruled that a notarial enforcement order based on an authentic document may not be considered a court decision. In fact, according to the case law of the Court, the term "court decision" refers only to decisions made by a court (or tribunal) of a Member State which decides the dispute.
8. The debate on whether public notaries are a court is redundant at this point, especially since amendments to the Enforcement Act are expected in the section dealing with the competence to issue decisions based on an authentic document.
9. The European Union law within the meaning of Regulation No. 805/2004 (Regulation EC No. 805/2004 of the European Parliament and of the Council of 21 April 2004 creating a European Order for uncontested Claims) only allows an individual to recover his/her claims in the territory of the EU under certain conditions, and this is not in dispute. Adherence to these assumptions should not be called into question, since the cited Zulfikarpašić and Pula parking decisions are res iudicata.

### III Difficulties in collecting unpaid parking fees for EU registered vehicles

Regarding the recovery of legal claims for unpaid parking fees in violation of the parking contract, a practical and preliminary question that arises in each case is the identification of the responsible person or the owner of the vehicle.

Vehicle registration in Europe, driving licenses and keeping accompanying personal data is organized at a national level. It is precisely due to the movement of people and goods within the EU that this data can be less and less isolated, which makes it necessary to ensure the exchange of data. This is also achieved through EUCARIS (European Car and Driving License Information System), which allows Member States to exchange information on vehicles and driving licenses and is mainly used by registration and police authorities. It is uncertain whether access to Eucaris opens the door to collecting fees from parking contracts,



however, introducing it will solve only a part of the problem of collection, since the cooperation organization is set up in a multilateral agreement and allows only certain data to be exchanged.

While identifying the owner of a vehicle registered in the Republic of Croatia is simple by placing a query to the Ministry of Internal Affairs or simply entering the information system (based on a license) of registered vehicles, under the Enforcement Act (see under II/3 above), problems may arise if the creditor (parking service organizer or provider) cannot identify the debtor or the owner of the vehicle registered in another country, especially a country in the European Union.

It is about **facilitating access to justice**.

In the judgment issued by the European Court (Second Chamber) of 9 March 2017 in Case C-551/15 - Pula Parking d.o.o. v. Sven Klaus Tederahn, based on the request for a preliminary ruling pursuant to Art. 267 TFEU, from the Municipal Court of Pula, in a decision dated 20 October 2015, received by the Court on 23 October 2015, the Court determined, inter alia:

1. *The Union has set itself the goal of maintaining and developing an area of freedom, security and justice, including access to justice....*
2. *The aim is to reduce the duration of cross-border disputes and to reduce the costs of their settlement,*
3. *The act of accession of the Republic of Croatia to the EU on 1 July 2013 marked the moment of immediate and complete application of the provisions of the Union law in the country, exceptions being allowed only if provided for in the transitional and final provisions,*
4. *It is agreed that the procedure for collecting claims from the use of parking space be recognized as a civil procedure within the meaning of Regulation no. 1215/2012,*
5. *A parking fee debt is of a contractual nature, and the procedure for its collection does not require the exercise of public authority (specifically of the City of Pula),*
6. *The principle of mutual trust between Member States is fundamental in the Union law, since it allows the creation and maintenance of a single space without internal borders,*
7. *Regulation 1215/2012, the legal basis of which is contained in Art. 67 para. 4 of the Treaty on the Functioning of the European Union provides that the Union shall facilitate access to justice, in particular through the principle of mutual recognition of judicial and extrajudicial decisions in civil cases.*

**Access to justice** must be interpreted in the context of exercising the judicial protection of rights, which protects the legal order. This is why the right of access to justice is a **fundamental human right**. In addition, **access to justice** is considered to be one of the most important aspects of the right to a fair trial. Analysis of case law of the European Court of Human Rights in Strasbourg shows that very often the issue of exercising the right of access to court is raised and a very extensive case law has been developed in this regard.

Establishing the rule of law, which is a fundamental feature of any democratic society, seeks to ensure that no one is prevented by any obstacles in exercising their right and access to justice in civil, commercial, administrative, social or tax matters (See Council of Europe publication MJU-23, 2000; 2, p. 7).

In order to exercise the right of access to justice in civil matters, a person seeking to exercise his/her right must have the necessary information, in particular those relating to the identification of the debtor. A special issue is the realization of judicial cooperation in criminal matters between domestic competent judicial authorities and the competent authorities of the EU Member States.

When it comes to cooperation in civil and commercial matters, we refer specifically to the Council Decision of 28 June 2001 on establishing a European Judicial Network in civil and commercial matters with a view to facilitate judicial cooperation between Member States. Art. 15 of the Decision also includes information packages dedicated to the procedures for initiating court proceedings, national regulations on the service of documents, etc.

Enhanced cooperation between the EU Member States primarily refers to cooperation within the non-exclusive competences of the Union, and Union institutions can be used in this respect, subject to the restrictions given (cf. Article 20, para. 1, of the Treaty on European Union).

Enhanced cooperation shall aim to further the objectives of the Union, and one of the objectives of the Union is the rule of law, equality and non-discrimination of citizens. In accordance with the interests of cooperation and full mutual respect, the Union and its Member States shall assist each other in carrying out tasks deriving from the Treaty (cf. Article 4, para. 3, of the Treaty on European Union).

With regard to judicial cooperation in civil cases we should point out the provision in Art. 81, para. 2, it. f of the Treaty on the Functioning of the European Union, which prescribes the obligation to eliminate obstacles to the proper functioning of civil proceedings... There is a special issue of protection of personal data, which is also guaranteed by the Union law (Article 16, para. 1 of the Treaty on the Functioning of the EU). However, this is without prejudice to the obligation to eliminate obstacles to the proper functioning of civil proceedings.

While, on the one hand, the Union respects the equality of the Member States and their national identities, which is inextricably linked to their basic structures, political and constitutional, including regional and local self-government, maintenance of law and order (cf. Article 4, para. 2 of the Treaty on the European Union), the Union is also based on the rule of law.

A Member State of the Union which considers that a country has failed to fulfil an obligation under the treaty may refer the case to the EU Court of Justice (cf. Article 259, para. 1 of the Treaty on the Functioning of the EU), and if the court finds that the state has failed to fulfil an obligation under the Treaty, that state is required to take the

necessary measures to comply with the judgment of the Court of Justice (cf. Article 260, para. 1 of the Treaty on the Functioning of the EU). We find that this remedy (address to the EU Court of Justice) should be used only exceptionally, if there is actual awareness of the obligation in the country to which or to whose institutions the request is made.

We would like to point out that Croatia fully follows the application of Regulation (EC) No. 805/2004 of the European Parliament and the Council dated 21 April 2004, according to which it is the duty of the court during the proceedings to provide sufficient guarantees and respect the right of the other party to be heard.

#### IV Who is responsible for not paying the parking fee and/or the daily parking ticket?

The civil law nature of the contract on the use of parking space, which is concluded upon access (a formal contract concluded by a conclusive act – by occupying a parking place with a vehicle owned by a certain person), under the rules of general law of obligations also refers to the entity responsible for the performance of the contract. The payment of the parking fee is the fundamental obligation of the parking user. And the parking user is considered to be the owner of the vehicle found in the parking space, that is, the person registered as such in the relevant records of the Ministry of Internal Affairs (this applies to the Republic of Croatia) or in other records kept by the authorized bodies or institutions of the country where the vehicle is registered. This is also prescribed by the General Terms and Conditions (see Art. 2, para. 2 for the City of Pula).

Civil liability should be distinguished from liability for minor offences (it is a milder form of criminal liability) where the liability is determined based on the principle of guilt, and the perpetrator is the one liable (it does not have to be the owner of the vehicle).

#### V About the amount of costs involved in collecting due fee:

Payment of costs and the amount thereof is regulated by several regulations in Croatia:

1. Civil Procedure Act (Official Gazette No. 4/1977...70/2019),
2. Court Fees Act (Official Gazette No. 118/2018),
3. Regulation on Court Fee Tariffs (Official Gazette No. 53/2019),
4. Tariff for Attorneys' Fees and Cost Compensation (Official Gazette No. 3/2004... 148/2009).

Without referring to individual normative solutions, it is useful to refer the debtor (the defendant) to the provision of Art. 154, para. 1. of the Civil Procedure Act under which a party who loses a case completely is obliged to reimburse the costs of the opposing party incurred in the proceedings.

Total costs are approved by the court in compliance with the Court Fee Tariffs and the Tariff for Attorneys' Fees and Cost Compensation.

The rationale behind the provisions of Art. 154, para. 1 of the Civil Procedure Act, known as the “loser pays” rule, or simply the English rule, is based on the principle of liability for outcome (*causae*). This principle is of global character and has been adopted by the vast majority of countries in the world (see *Hodges, C., et al. The Costs and Funding of Civil Litigation, A Comparative Perspective, CH Beck/Hart, 2010*). The payment of the costs of proceedings depending on the outcome of the proceedings best suits the concept and tasks of the judicial protection of property rights. If we want this protection to be effective and complete, it must be free of charge for the party making a well-founded claim (plaintiff), but also vice versa - if the plaintiff's claim is denied it must be assumed that he/she caused the litigation him/herself, which should be appropriately reflected in the decision on costs (according to well-known senior theorist of civil procedural law in Croatia, Prof. *Srećko Zuglia*). In other words, the right to judicial protection would be illusory if the costs incurred in the conduct of litigation would be the responsibility of the party initiating the litigation to rightfully protect his/her rights.

The protection is complete only if the party to whom the court has granted his/her right is also granted the expenses related to exercising this right.

There are frequent complaints that attorneys' fees, especially if they are high in relation to the value of a property claim, were unnecessary or too high. Although the Croatian law does not prescribe the duty or obligation to hire an attorney like some other legal systems, for example in Austria (*Advokatenzwang, i.e. compulsory legal representation exists in cases where the value of the dispute exceeds a certain amount*). In Croatia, if the party chooses to seek the professional assistance of an attorney, e.g. for lack of knowledge of the law, to ensure the quality of the motions or for other reasons, such assistance (attorney's) is not only deemed necessary and purposeful and granted as such, but in certain cases even obligatory (e.g. in the case of filing reviews against final court decisions to the Supreme Court of the Republic of Croatia). This is also indirectly confirmed by some recent court decisions in support of the fact that it is precisely the party's inability to hire a lawyer in the proceedings that may prejudice or violate the fundamental right to a fair trial (e.g. see the decision of the European Court of Human Rights in the case of *Bertuzzi v. France, 2003*). In other words, denying the right to an attorney is considered a violation of a fundamental human right.

Following the above, according to the provision of Art. 155 of the Civil Procedure Act, the court decides on the costs to be reimbursed to the plaintiff (these are the costs that were necessary to conduct the litigation; the assessment of the purposefulness of the costs is in the hands of the court), but in no way affecting the party's right to seek assistance by hiring an expert in the person of an attorney, regardless of whether it is a low value dispute or a high value one, a simple or complex case. Therefore, attorneys' fee must be treated as an integral part of litigation costs. This is the basis on which the Civil Procedure Act itself in Art. 2 clearly stipulates that in a situation where an attorney's fee tariff is prescribed, the costs will be determined according to this tariff.

**The obligation of the court to calculate the costs of the proceedings according to the Tariff clearly stems from the case law (see the Supreme Court of the Republic of Croatia, review decision RV 1993/90 Od 27 December 1990 - Review of case law 53/146).**

An attorney is entitled to a fee for his/her representation services according to the price list valid at the time of providing these services + value added tax for the services of an attorney as an attorney-in-fact, since this is also part of the litigation costs (see Supreme Court of the Republic of Croatia Rev. 573/06 of 20 June 2007 - IO 1/07-235).

In assessing the appropriateness of the costs of conducting the proceedings, the courts are guided by the principle of the necessity of the actions taken to successfully conduct the proceedings. Therefore, it should be interpreted that the costs, which were necessary to conduct the litigation, refer to all costs that were necessary for the successful and efficient realization of the claim. The costs incurred before the litigation itself are also considered necessary expenses.

The above should also refer to high costs involved or likely to arise in identifying foreign debtors, including translation costs.

Regarding the Tariff for Attorneys' Fees and Cost Compensation, it should be noted that it enters into force only with the consent of the Minister of Justice of the Republic of Croatia (see Article 18 of the Legal Profession Act). When calculating their cost, attorneys are obliged to adhere to the Tariff, as they may be subject to disciplinary action for failure to comply therewith.

**It is the general view of the legal science and legal profession that the tariffs of attorneys support the transparency of national legal systems within the European Union (see *Etude su la transparence de couts des procedures civiles dans l'Union europeenne, raport Final* – [https://e-justice.europa.eu/content\\_costs\\_of\\_proceedings-37-maximize-en-do](https://e-justice.europa.eu/content_costs_of_proceedings-37-maximize-en-do)).**

Ultimately, it should be noted that effective legal protection anywhere in the world is cost-related, that the costs can often be disproportionately high in relation to the claim, but it should also be noted that Croatian and European practice recognizes these costs as a legitimate plaintiff's right to claim his/her demands subject to control and recognition of the amount of these costs, to the extent necessary, regardless of their amount. Therefore, the following grotesque example comes as no surprise: a British (UK citizen) is obliged to pay £28,000 in legal costs in "his fight for justice", £21,000 for attorney's fees and £7,000 for court fees challenging a £100,00 fine for a traffic offense while driving to Worcester at an excessive speed in 2016. (according to newspaper *Glas Slavonije, Osijek, 11 November 2019, p. 40*).

*Civil litigation may be costly. Even if parties are allowed to appear in procedure pro se, i.e. without being represented by a lawyer, resorting to a legal professional is, in most cases, eventually unavoidable (Fernhout, 2009).*

The realization of claims is linked to costs and, as expected, these costs are increased if cross-border collection is involved.

In the Republic of Croatia, effective collection of claims requires preparatory actions and the collection of various documents for which administrative and other fees are charged (state administration, courts, financial agency, local government and self-government units).

Various documents need to be obtained, which are often necessary in order to properly address the claim to the responsible person.

As stated above, the Tariff for Attorneys' Fees and Cost Compensation provides for compensation (T. no. 32/33), and in this sense lawyers legally refer to the provisions of the regulation that unequivocally authorizes them to calculate fees and compensation with regard to actions that are necessary for the claim to be realized quickly and efficiently.

It is understandable, therefore, that cross-border collection is more expensive, since it requires the involvement of persons who have the instruments to determine the facts on which the successful collection of the claim depends.

In addition, the amount of court fees cannot be arbitrarily agreed upon, while with regard to attorneys' fees, it is possible to raise and lower tariff items as well as seek legal aid in a lump sum if agreed upon between the lawyer and the client, however, this must also be consistent with the mandatory application of the Tariff. An attorney's fees for providing legal assistance to the parking service provider in the process of collection of due claims from parking users are determined in accordance with the applicable regulations and tariffs. In case of court proceedings, the amount and calculation of costs have to be approved by the court.

## VI Conclusion:

1. Artificially creating obstacles (such as failure to provide data for identifying the vehicle and its owner) in the proceedings initiated for the purpose of collecting legal claims for parking charges is contrary to the European legal regulations regarding the judicial cooperation and providing legal assistance.
2. The collection of daily parking tickets is legal and is based on contract law (general terms and conditions of the parking service provider).
3. A daily parking ticket in a determined amount represents a fee for providing a parking service and is in no way related to any form of contractual penalty.
4. The person responsible for not fulfilling the obligation under the parking contract, which consists in not paying the prescribed fee, is the owner of the parked vehicle.
5. The person responsible for paying the parking fee is the owner of the vehicle. Any other solution would complicate the possibility of collecting the due fee and would lead to an increase in the costs at the expense of the debtor.
6. The office holding the vehicle owner information in the country where the vehicle is registered is obliged, based on the obligation to provide legal assistance and cooperation in civil and commercial matters, to provide information on the debtor.

- (vehicle owner) for the purpose of initiating legal proceedings, at the request of the creditor from the country where the vehicle was parked. This is to ensure the rule of law and to allow the unhindered (free) movement of persons, vehicles and goods within the Union's single internal territory.
7. Procedural guarantees in the court proceedings are ensured to the debtor in accordance with the procedural rules of the Republic of Croatia, which are in line with the EU acquis.
  8. Court rulings for payment of a due parking fee are valid in the whole of Europe, while the payment of the amounts due is effected in accordance with special regulations of each country and the Union.
  9. Disabling or impeding access to the data based on which the owner of the parked vehicle could be identified constitutes an obstruction of access to justice, but also increases the overall cost of debt collection at the debtor's expense.
  10. Payment for parking is the most widely used measure of traffic demand management in all major cities in Europe. This traffic policy manages traffic demand, but also encourages the use of alternative modes of transport (public transport).
  11. Any contribution to the avoidance of liability for the payment of due parking fee (which may consist in the avoidance of providing identification information on the vehicle owner) constitutes a violation of the parking contract (when the parking contract is concluded the owner of the vehicle is obliged to provide identification information) and is contrary to the rule of law and the obligation of judicial cooperation in civil and commercial matters within the EU Member States.
  12. By not paying the due fee, the debtor him/herself assumes the risk of paying all lawfully calculated court and attorney's fees incurred in connection with the collection of claim/debt, regardless of their amount.
  13. It is understandable that cross-border collection is more expensive, since it requires the involvement of persons who have the instruments to determine the facts on which the successful collection of the claim depends.

I, Marija Radić Radovan, Court **Interpreter for English and Italian language**, as appointed by the President of the County Court in Pula, **Decree No. 4 Su-788/04** of 24 February 2005, do **hereby** certify that the above translation is a faithful and complete translation of the **original** document written in the Croatian language.

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Marija Radić Radovan







