

Car Park Terms and Conditions

THIS IS A SAFETY NOTICE WITH CONDITIONS THAT MAY AFFECT YOUR LEGAL RIGHTS.

Everyone entering I Pairc parking facility is bound by the Terms and Conditions and entry to the car park will bind them to these Terms and Conditions and everyone entering car park:

- Must follow the procedures outlined in these Terms & Conditions.
- Must obey the directions displayed on signs, notices, markings etc.

Please remember that the Car Park is open to the public and it is not possible to guarantee the security of your vehicle and its contents.

DEFINITIONS

- “The Company” means the operating companies and the management company and all companies associated with it and its lessees, and all other persons having any propriety or other interest in the Car Park.
- “The Customer” means any person who uses the Car Park whether by him or herself, or his or her servants or agents or as servant or agent for anybody else and any person having any propriety, possessors, financial or material interest in the vehicle.
- “Entrant” means any natural person who enters or is in the Car Park whether or not the Customer.

SPEED LIMIT

- There is a maximum speed limit of 10 KM.P.H. in all I Pairc car parks.

SECURITY

Before leaving the Car park, Customers are Strongly Recommended to ensure that:

- Your vehicle is securely locked.
- All windows in the vehicle are securely closed.
- If the vehicle is fitted with security devices, please ensure that they are working and have been activated.
- If you have to leave possessions in the vehicle do not leave them in plain sight, e.g. on a seat. They should be locked in the boot or trunk.

Customers are reminded that their motor insurance policies may not cover possessions in vehicle.

SAFETY

Car Parks can be dangerous and all persons must:

- Observe the rules of the road and obey directional signs.
- Park only inside a clearly marked space and proceed immediately to nearest exit, stairs or lift lobby and leave the Car Park directly.
- Be extra careful with children. Keep children under close supervision and do not permit them to play or run about in the Car Park.
- Please deposit all litter in litter receptacles provided.

Should you damage any vehicle in the Car park you are requested to report the matter immediately to the Car Park Control Office and give details of registration, insurance etc.

The Company shall have the right to move any vehicle by driving or otherwise within or outside the Car Park at the Company's sole discretion.

LEGAL RELATIONS

- The Company is only providing a space for parking your vehicle and the fee is solely in proportion to the time spent in the Car park. The Company therefore has no obligation to maintain custody over the vehicle or its contents.
- The Company its servants and agents shall not be liable in respect of any loss or mis-delivery of or damage to the vehicle howsoever the same may be caused save where the same may be caused by the negligence or breach of statutory duty, of the Company, its servants or agents (in the case of the Company only) the dishonesty of its servants or agents.
- The Company, its servants and agents shall not be liable in respect of death or personal injury sustained by the entrant howsoever the same may be caused save where the same may be caused by the negligence or breach of statutory duty of the Company, its servants or agents.

The customer will indemnify the Company against all claims, demands and costs whatsoever arising out of or in connection with the presence of the vehicle in the Car park unless the Customer shall prove that the loss, damage, death or injury the subject of the matter of such claims or demand was caused solely by the negligence or breach of statutory duty of the Company, its servants or agents. Every person who enters into contract with the Company for the parking of a vehicle at the Car Park, whether by purchasing a ticket or otherwise does so on behalf of him/herself and all other customers (as herein defined) and warrants his/her authority to so contract.

TICKETS

The ticket which is issued is applicable only to the vehicle in respect of which it is issued. Car park tickets, season tickets or other special tickets as well as tickets issued on entry, do not entitle you, unless otherwise agreed by us in writing, to any specific space in the Car Park nor is there any priority over other customers (excepting customers that have booked a car parking space in advance who will have priority over other customers). Season tickets or other special tickets remain our property to be returned to us upon expiration.

FEES

Parking fees are displayed on the Tariff Board at the entrance to the Car Park and may be altered from time to time at the sole discretion of the Company. The prices quoted are inclusive of VAT.

In default of production of a ticket the Company may refuse to release the vehicle until it has made such enquiries as it may determine. In this regard, the Company may require the Customer to provide proof of ownership of the vehicle, proof of identity and to complete and sign such declarations as the Company may deem appropriate for the release of the vehicle.

Customers who cannot produce their ticket on departure will be charged the full daily rate for the day of departure plus any charges for previous days parked in the Car Park.

PROHIBITED ACTIVITIES

- No vehicle should be towed into the Car Park and no work or cleaning of the vehicle shall be done in the Car Park except by authorised servants or agents.
- No activity in connection with the selling, hiring or the disposal of the vehicle shall be carried out in the Car park.
- Making unnecessary noise, including playing music in any way that annoys other users of the Car Park or people who live or work nearby
- Filling or emptying of fuel tanks

- Driving dangerously or too fast
- Filming or taking photographs

MOVING AND RELOCATION OF VEHICLES

We reserve the right to move any vehicle within a I Pairc parking facility by driving or other means at our discretion if/when necessary to avoid obstruction, for the more efficient arrangement of parking facilities and/or for health and safety reasons.

We reserve the right, where a I Pairc car park has to be closed permanently, temporarily in whole or in part, evacuated or in cases of emergency, to remove any vehicle at such a time to any other reasonably convenient I Pairc car park.

LIENS

Every vehicle in a I Pairc car park is subject to a lien for all charges due or accruing from you to us, such liens to be in existence whenever the vehicle is in a I Pairc car park. If such charges due are not satisfied within 28 days of notice given by us of our intention to sell the vehicle if payment is not made, we may sell your vehicle by auction or otherwise, and the proceeds of the sale will be applied in and towards satisfaction of all sums owing to us by you together with the reasonable expenses of such sale, and in connection with such sale we shall be entitled to deduct reasonable garage charges in respect of the period during which the vehicle is in our possession.

Any balance of purchase price remaining after the satisfaction of such sums due to us shall be held by us on behalf of the registered owner of the vehicle. Notice of intention to sell the vehicle if payment is not made shall be deemed to have been properly and sufficiently given by the sending of written notice by prepaid post, addressed to the registered owner at their last known address, whether or not the same is actually received.

COURTESY TO OTHER CUSTOMERS

You must only park in a disabled parking space if you have a disabled badge. If you do park in a disabled parking space, you must ensure that your disabled badge is displayed on the windscreen of your vehicle at all times.

ALTERATION

No person has any authority to vary or alter these Terms and Conditions unless such variation is in writing under the hand of the Company's Secretary.

COMMUNICATIONS

A complaint against the Company should be notified immediately giving all the relevant details. Your insurers and the Gardai should also be notified if appropriate.

All communications should be directed to

I Pairc Limited
Swords Plaza Car Park,
Swords Plaza,
Forster Way
Swords
Co. Dublin

Phone: 01 813 8959