



IMPORTANT NOTICE

PLEASE READ CAREFULLY: This is a safety notice with conditions of contract and may affect your legal rights.

Everyone entering this Car Park is requested to note that these Terms and Conditions affect and will bind them to these Terms and Conditions.

Everyone entering the Car Park must follow the procedures in these Terms and Conditions and 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 or its contents.

1. Definitions:

“The Company” means the Car Park managed by NCPS Ltd. 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 himself or his servants or agents or as servant or agent for anybody else and any person having propriety, possessory, 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.

Except where expressly qualified person includes companies, firms and associates incorporated and unincorporated; words in the singular. Shall where applicable, include the plural and words incorporating a masculine meaning shall include a feminine and neuter meaning.

2. Security

Before leaving the Car Park Customers are strongly recommended to ensure that:

- (a) Your vehicle is securely locked; and
- (b) All windows are securely closed; and
- (c) If the vehicle is fitted with security devices, please ensure that they are working and have been activated: and
- (d) Wherever possible take your possessions with you when leaving the vehicle; and
- (e) If you have to leave possessions in your 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 THE VEHICLE.

3. Safety

Car parks can be dangerous and all persons must:

- (a) Drive carefully in the Car Park; and
- (b) Observe the rules of the road.
- (c) Park only inside a clearly marked space and immediately go to the nearest exit, stairs or lift lobby and leave the car park directly; and
- (d) Obey directional signs; and
- (e) Be extra careful with children. Keep children under close supervision and do not permit them to play or run about in the car park; and
- (f) Please deposit all litter in the litter bins provided.

Should you damage any vehicle in the Car Park you are requested to report the matter immediately and to 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.

4. Legal Relations:

- (a) 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 does not have any obligation to maintain custody over the vehicle or its contents.
- (b) The Company its servants and agents shall not be liable in respect of any loss or misdelivery 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 or (in the case of the company only) the dishonesty of its servants or agents: and
- (c) 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 by the negligence or breach 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 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 a 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 himself and all other customers (as herein defined) and warrants his authority to so contract.

5. Tickets:

The ticket which is issued is applicable only to the vehicle in respect of which it is issued and does not entitle the Customer (unless otherwise specified) to any particular space in the Car Park or to priority over other customers. A season ticket is the property of the Company to whom it must be surrendered on expiration or at the request of the company.

6. 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 release of the vehicle.

Customers who cannot produce their parking ticket on departure will be charged at the full daily rate for the day of departure plus any charges for previous days parked in the Car Park. Customers returning to the Car Park after closing time and seeking release of their vehicle may not be accommodated and will continue to be liable for charges incurred in any extended stay. In the event the carpark is in a position to release the vehicle the Customer will be required to pay a late call out charge which will not be less than €40.00 in addition to the normal car park charges.

7. Prohibited Activity

No vehicle shall be towed into the Car Park and no work on or cleaning of the vehicle shall be done in the Car Park.

No activity in connection with the selling, hiring or disposal of the vehicle shall be carried out in the Car Park.

8. Alteration

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

9. Communications

A complaint against the Company should be notified immediately giving all relevant detail. Your insurers and the Gardai should also be notified if appropriate. All communications to the company should be directed to;

NCPS LTD., 6 MOUNT STREET CRESCENT, DUBLIN 2

TEL: 01 - 6349805