

General Terms and Conditions.

1. The Services

The Contractor shall provide the Services as outlined in the Schedule and these Terms and Conditions or as agreed between the Client and the Contractor from time to time in writing.

The Services shall comply with all the terms of the Contract and any other terms and conditions imposed by Statute, Irish and European Standards, Local Government and Public Authorities.

The Client hereby agrees to allow the Contractor to administer and receive all payments in settlement of parking violations at the Site(s) during the term of this Contract.

The Schedule together with these Terms and Conditions (the "Contract") constitutes the sole agreement between the Client and the Contractor for the provision by the Contractor of the Services.

2. Payment

The Contractor shall invoice the Client for payment of the Services in accordance within the Schedule.

Each invoice shall state the fee, VAT and VAT registration number, purchase order number, where applicable, period and details of vehicles to which the invoice relates and a detailed breakdown of the costs incurred by the Contractor. Upon request, the Contractor shall issue to the Client a VAT receipt.

The Client shall pay the full amount of the invoice (without any set off or deductions whatsoever) within 30 days from the date of the invoice.

No work will be under taken by the Contractor unless a purchase order is raised on the signing of this Contract and issued in writing to the Client

Failure to settle an account within 30 days of the date of the invoice will result in termination or suspension of the Contract (at the absolute discretion of the Contractor) and in the case of suspension the Contractor shall be entitled to charge the Client €100 + VAT per day (including weekends) until the termination date of the Contract in addition to any sums outstanding to the Contractor.

In the event of legal action being taken by the Contractor against the Client for breach of payment obligations, the Client shall be responsible for all costs and disbursements on a full indemnity basis.

3. The Contractor's Representative

The Contractor shall appoint a senior employee representative (the "Representative") for the administration of the Contract who shall be empowered to act on behalf of the Contractor for all purposes connected with the Contract during the operation of the Services.

The Contractor shall ensure that the Representative has suitable and sufficient qualifications and experience to carry out the function as outlined above.

Any notice, information, instruction or other communication given to the Representative shall be deemed to have been given to the Contractor. Any queries in relation to the provision of the Services should also be directed to the Representative throughout the term of the Contract.

4. Assignment

Neither party shall be entitled to assign their rights and obligations under the Contract without the written consent of the other party (such consent not to be unreasonably withheld).

5. Insurance

The Contractor will maintain Public Liability insurance and Employer' Liability insurance throughout the term of the Contract. Copies of such policies will be provided to the Client if required.

The Client will maintain Public Liability insurance in respect of the Site(s) at all times during the term of the Contract and shall provide copies of such policies to the Contractor upon request.

6. Warranties

The Client hereby warrants that it has the legal right to instruct the Contractor to carry out the Services. The Client shall fully and effectively indemnify the Contractor in respect of any loss damage or claims (including but not limited to legal fees) arising out of any breach by the Client of this warranty.

The Client further warrants that it shall at all times assist the Contractor in carrying out the Services, and shall provide such assistance and information as is reasonably required by the Contractor.

7. Health and Safety

The Contractor and the Client shall, during the term of the Contract, ensure compliance with all relevant health and safety legislation and highway legislation and the Contractor shall ensure, as far as is reasonably practicable, the safety of its operatives on the Site(s). The Client hereby confirms that it will not do anything that will hinder or obstruct the Contractor in carrying out its obligations under this clause, and in the event that it does so, shall fully and effectively indemnify the Contractor in respect of any loss damage or claims (including but not limited to legal fees) arising out of any breach.

8. Meetings

The Contractor shall attend meetings with the Client at a location and time to be agreed between the parties. If necessary the Contractor and the Client may also hold such meetings with residents / tenants of the Site(s) to discuss complaints and concerns, or any other issues that may arise. All requests for meetings by residents/tenants of the Site(s) must be submitted in writing to the Contractor's office.

9. Identification and Courtesy

Upon request, the Contractor shall submit prior to the commencement of the Services a list of licensed operatives who shall provide the Services and shall provide the Client with reasonable prior notice of any staff changes. All operatives providing the Services on behalf of the Contractor will wear a uniform and visible identification at all times which will contain a photograph of the operative, operative name, the Contractor's name and expiry date. All of the Contractor's vehicles used to transport its' operatives and equipment will be clearly marked and clearly display a contact telephone number.

All operatives will identify themselves upon request and will be courteous at all times and will comply with the Irish Parking Association Code of Practice and the licensing regulations of the Private Security Authority.

10. Permits and Notices

The Contractor is wholly responsible during the term of the Contract for providing permits to all residents, visitors, and businesses. All permit details will be held on the Contractors database to include, name, address, contact number, proof of ownership, proof of residency, vehicle make, model, colour and registration mark. Copies of the information contained on the Contractor's database will be provided to the Client upon request.

The Contractor shall be permitted with the express written permission of the Client, to reasonably amend or add to the policy and procedures for permit issue, wheel clamping and vehicle removal during the duration of the contract by giving four weeks notice in writing to the Contractor to that effect. The values of extras, variations, omissions shall be agreed in writing with the Client prior to any changes commencing or due to be undertaken

All warning notices and signs will be erected by the Contractor on the commencement of the Services. At all times during the provision of the Services, and thereafter the signs shall remain the sole property of the Contractor, and on termination of this Contract howsoever arising, the signs shall be returned to the Contractor.

In the event that any notices or signs need to be replaced during the term of the Contract, such replacement notices will be charged to the Client at the cost of €95 +vat per sign.

11. Visits/Patrols

The Contractor will visit the Site(s) in accordance with the Schedule. Any additional visits/patrols to the Site(s) over the amount specified in the Schedule will incur an additional call out charge of €45.00+vat for each additional visit/patrol. These extra visits will only take place upon receipt of a request by email to control@ncps.ie. No charge will apply to those customers who have "Call Out" Services included in their contract.

12. Vehicle Penalties and Immobilisation

A Wheel Clamp or Removal shall be issued to all vehicles on the Site(s) not displaying:

- A valid parking permit
- A valid parking voucher (if applicable)
- Parked after the expiry of paid for time
- Parked in a parking space displaying an expired permit/voucher or ticket
- Parked in a restricted area without authorisation
- Parked outside the markings of a parking bay
- Parked in a prohibited area
- Parked without the landlords authority
- Parked in such a way as to cause an obstruction or danger
- Parked in contravention of any other regulation specified on site

The fee for removing a wheel clamp shall be €120. All payments shall be payable by the registered owner of the vehicle by means of cash or credit/debit card payable directly to the Contractor. No cheques will be accepted for payments. Receipts will be provided by the Contractor for all payment received.

Vehicles, which the Contractor deems as self-de-clamped, shall be reported to the Gardai and all costs incurred shall be charged within the Contractor's price plan as will be notified to the registered owner of the vehicle.

Any property owned or staff employed by the Contractor that is damaged or threatened (as the case may be) whilst carrying out the Services will be treated as a criminal act and reported to the police.

If the Client wishes to have to have a clamp released, a purchase order must be raised by the Contractor and then sent directly to the Client. The Client will then be obliged to agree this in writing. The Client will be invoiced by the Contractor accordingly thereafter.

13. Vehicle Removal

The following charges will apply throughout the term of the Contract:

Removal Charges shall be: €350 per vehicle from surface areas and €500 per vehicle from underground areas. This charge includes disposal of the vehicle.

The Contractor reserves the right to reasonably increase its charges during the term of the Contract by providing reasonable notice to the Client

14. Abandoned Vehicles

The Contractor's charge for the removal of abandoned vehicles on the Site(s) shall be as above.

15. Evidence of a violation

Sufficient evidence of all parking violations shall be retained by the Contractor throughout the term of the Contract, in particular, the Contractor will ensure that photographs are taken of all vehicles parked in contravention prior to and after a wheel clamp has been issued and also prior to and after all vehicles being removed. Copies of these photographs will be provided to the Client free of charge upon request by email and all other photocopying will be charged at 50 cent per sheet. A €30 administration fee will be charged for photographs to members of the public who wish to have the photographs in "hard copy form". Copies of any other evidence will be provided to the Client by the Contractor at the complete discretion of the Contractor subject to an administrative charge.

16. Appeals

All parking enforcement appeals from residents of the Site(s) must be directed to the Contractor's Appeals Administrative Officer. A response will be issued by the Contractor within twenty-eight days.

17. Client's Obligations

The Client shall be fully responsible for payment to the Contractor to release a vehicle, where the Contractor reasonably believes that the Client is in breach of the Contract. Payment for such release must be made to the Contractor within 30 days of the date of the invoice.

19. Revenue

The Contractor shall invoice the residents for payment only for the charges stipulated in clauses 12 to 15.

Failure on two occasions within a three month period, to settle any accounts in accordance with the Contract, unless the Contractor has been notified in writing of any query the Client has with that invoice within 14 days of the date of the invoice, will result in termination or suspension of the Contract at the cost of €100.00+vat per day until the end date of the contract, or until the matter is resolved to the Contractor's reasonable satisfaction, whichever is the sooner.

20. Termination

- a) The Contractor may terminate this Contract without notice in the event that the Client:
 - i) commits a serious breach of any of these terms and conditions and in the case of a breach capable of being remedied fails to remedy the same after 14 days' notice of such breach has been given to it by the Contractor or;
 - ii) becomes insolvent or ceases to trade or compounds with its creditors; or
 - iii) a receiver, administrative receiver or similar officer is appointed over any part of its assets.
 - iv) If the contractors staff or agents are the subject of serious assault or threat on the site.

Upon such termination, the Contractor shall render a final account to the Client for immediate payment of all outstanding fees.

- b) The Client may terminate this Contract by giving not less than one month's written notice should the Contractor:
 - i) fail to carry out any of the material tasks agreed in this Contract; or consistently fails to carry out any of the tasks satisfactorily; or
 - ii) becomes bankrupt or insolvent,
- c) The Contract may be terminated by either party at any time by giving the following notice to that effect in writing:
 - i) The Client may terminate this Contract on one month's notice to the Contractor; and
 - ii) The Contractor may terminate this Contract on one month's notice to the Client

If the Contractor's appointment is terminated under this clause 20 (c) neither the Client or the Contractor shall have claims against the other in respect of any loss or damage resulting from or arising out of the termination. Provided that the Contractor shall be entitled to receive from the Client any and all sums due in respect of Services performed up to and including the date of termination.

21. Force Majeure

Notwithstanding any provision of this Contract neither the Contractor or the Client shall be liable for any failure to carry out or delay (or for the consequences of any failure or delay) in performing any of their respective obligations under this Contract if such delay is due to fire, strikes or other industrial action or dispute acts of government or any other cause whatsoever beyond their reasonable control and the Contractor shall be allowed a reasonable extension of the time for performing its obligations.

22. Governing Law and Dispute Resolution

The construction validity and performance of this Contract shall be governed in all respects by Irish law and the parties hereby submit to the non exclusive jurisdiction of the Irish Courts.

23. General

The failure by either party at any time to require performance by the other party or to claim a breach of any term of this Contract shall not be deemed to be a waiver of any right under this Contract.

24. Notices

All notices which are required to be given by the Contractor or the Client shall be in writing and shall be sent in the case of a company to its registered office and in all other cases to the last known address of the recipient, or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Notices may be delivered by hand, by first-class pre-paid letter or facsimile or email transmission and shall be deemed to have been served if by hand when delivered, if by first-class post 48 hours after posting and if by facsimile or email when despatched.