



**General Contract Terms and Conditions**

**NCPS is governed by the following terms and conditions:**

**Definitions**

- (a) "Client" is the party engaging the Contractor to provide the services as outlined in the schedule to this agreement and named as such in said schedule;
- (b) 'The Contractor' means Nationwide Controlled Parking Systems Limited (NCPS);
- (c) 'Notice' subject to the requirements of any statute or other publication notification by such means as the company may select will constitute effective notice to the Client.
- (d) "Notified Price" means the price notified to the Client by the Contractor on an annual basis or any other basis the Company sets as a result of market conditions.
- (e) 'Premises' means the authorised Site identified in the schedule to this agreement which the Contractor provides parking and enforcement services on behalf of the Client.
- (f) 'Services' Those defined within the contract to be provided by the Contractor to the client.

**1. The Services.**

The Contractor shall provide the Services as outlined in the schedule of Agreement and these General 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, UK & 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 Premises during the term of the Contract. The Contract together with these General Terms and Conditions, constitutes the terms of 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 with the contract of agreement. 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, unless requested in advance. No work will be undertaken by the Contractor unless a purchase order is raised on the signing of the 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 interest at the rate specified in the EC (Late Payment in Commercial Transactions) Regulations 2002 (the "Regulations") until the termination date of the Contract in addition to any sums outstanding to the Contractor and any compensation and reasonable recovery costs payable in accordance with the Regulations. 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, instructions, 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 terms of the contract.

#### **4. Assignment**

The Contractor shall be entitled to assign their rights and obligations under the Contract by giving not less than one month's written notice to the Client. The Client shall be entitled to assign their rights and obligations under the Contract subject to the written consent of the Contractor (such consent not to be unreasonably withheld).

#### **5. Insurance**

The Contractor will maintain Public Liability insurance of €6.5 Million and Employer's Liability insurance of €13 Million throughout the term of the Contract, for their services only. Copies of such policies will be provided to the Client if required. The Client will maintain Public Liability insurance in an amount of not less than thirteen million euro (€13,000,000) for any one claim in respect of the Premises at all times during the term of the Contract and shall provide copies of such policies to the Contractor within 14 days upon receipt of the Contractor's formal written 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 and must discharge, or indemnify the Contractor fully at all times from and against, all liability arising out of any claims by residents, vehicle owners or any other party in respect of the services rendered by Contractor during the term of the agreement. Furthermore the Client hereby undertakes to indemnify the Contractor in relation to any and all claims by any member of the public relating to defects in the Premises howsoever arising on or about the Premises as defined in the Schedule to this agreement. 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, highway legislation and any other relevant legislation and the Contractor shall ensure, as far as is reasonably practicable, the safety of its operatives on the Premises. 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 and the Client 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 Premises to discuss complaints and concerns, or any other issues that may arise. All requests for meetings by residents/tenants of the Premises must be submitted in writing to the Contractor's office via the Client or their agent.

## 9. Identification and courtesy

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 the Contractor's vehicles used to transport its operatives and equipment will be clearly liveried. All operatives will identify themselves upon request and will be courteous at all times and will comply with the Irish/British Parking Association Code of Practices and the licensing regulations of the any relevant authorities.

## 10. Permits and Notices

The Contractor where responsible during the term of the Contract for providing permits to residents, visitors, and businesses. All permit details will be held on the Contractor's 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/ PCN issue and vehicle removal (if applicable) during the duration of the contract by giving four weeks' notice in writing to the Client 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 remain the sole property of the of the Contractor, and on termination of this contract howsoever arising, the signs shall be returned to the Contractor. If, if any notices or signs need to be replaced during the term of the Contract, such replacements will be charged to the Client as per quotation plus VAT.

## 11. Visits/Patrols

The Contractor will visit the Premises in accordance with the schedule of agreement. Any additional visits/patrols to the Premises over the amount specified in the Schedule will incur an additional call out charge of €120 + VAT for each additional visit/patrol. These extra visits will only take place upon receipt of a request by email to [control@ncps.ie](mailto: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 (or issue of a PCN) shall be issued to all vehicles on the Premises 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 landlord's authority -Parked in such a way as to cause an obstruction or danger -Parked in contravention of any other regulation specified on the premises.

The fee for removing a wheel clamp shall be €125 or as stipulated by on Premise signage. 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. The Contractor will provide receipts, for all payments received. PCN charges will be as per the rates laid down by the Irish Parking Association. Vehicles, which the Contractor deems as self-de-clamped, shall be reported to the Gardaí / Police 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 Gardai / Police. If the Client wishes to have a clamp released, it must be paid by credit card prior to release. The Contractor excepts no liability for any claim of any vehicle removed.

### **13. Vehicle removal**

Any request will be dealt with it as it may arise depending on the circumstances and charged accordingly as agreed at the time. The Contractor excepts no liability for any claim of any vehicles removed.

### **14. Abandoned Vehicles**

Any request will be dealt with it as it may arise depending on the circumstances and charged accordingly as agreed at the time. The Contractor excepts no liability for any claim of any vehicles removed.

### **15. Evidence of a Violation**

Sufficient evidence of all parking violations shall be retained by the Contractor throughout the term of the contract, the Contractor will ensure that photographs are taken of all vehicles parked in contravention prior to and after a wheel clamp or PCN has been issued and 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 70c per sheet. A €50 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 and within data protection regulations.

### **16. Appeals**

All parking enforcement appeals from vehicle owners must be directed to the Contractor's Appeals Administrative Officer. A response will be issued by the Contractor within twenty-eight days.

All appeals are dealt with in accordance with legal requirements of the jurisdiction in which the immobilisation/ PCN issue occurred.

### **17. Clients 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.

### **18. Revenue**

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 €120 /£100.00 + VAT per day until the end date of that contract, or until the matter is resolved to the Contractor's reasonable satisfaction, whichever is the sooner.

## 19. 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; or iv) if the Contractor's staff or agents are the subject of serious assault or threat on the premises. 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 two months' 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 19 (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.

## 20. 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.

## 21. Governing Law and Dispute Resolution

The construction validity and performance of this Contract shall be governed in all respects by the Courts of Ireland and Courts of UK.

## 22. 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.

### **23. 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 prepaid 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 dispatched

### **24. Data Protection**

NCPS adhere to all data protection regulations and best-practice guidelines. Our data protection policy is available on request and any subsequent policies in relation to the processing and protection of clients and customers data.

### **25. Damage to Equipment**

Vandalism and malicious damage is excluded for; signage, P&D machines and any other NCPS equipment. When these circumstances arise any replacement and repair costs will be charged back by the Contractor to the Client by invoice or taken from any P&D /PBT revenue.

### **26. Clamps and de-clamps**

Requests for clamps or de-clamps should be made to [control@ncps.ie](mailto:control@ncps.ie). De-clamps will generally be carried out within the hour during off peak travel times and up to 2 hours in peak times.

### **27. Reports**

The Contractor will provide standard ad-hoc general reports on request for basic clamping data regarding the Premises. If additional detailed reports or regular reporting is required, this will incur a charge of €50 per report or €50 per month.