

Permit and Car Park Terms and Conditions

The Square Management Limited's (the Company) Terms and Conditions for use of car parking facilities at the Square Towncentre, Tallaght, Dublin 24. Please read these Terms and Conditions of entry to and use of this Car Park and to respect the provisions contained herein.

1. DEFINITIONS

- 1.1 "Access Roads" means any roads leading to or from the Car Park.
- 1.2 "Car Park" means the car parking facilities at The Square Towncentre, Tallaght, Dublin 24.
- 1.3 "The Centre" means the Square Towncentre, Tallaght, Dublin 24
- 1.4 "The Company" means The Square Management Limited whose registered office is The Square Towncentre, Tallaght, Dublin 24]
- 1.5 "Staff Card" means a card issued to a member of staff of the Company or the retailers and service providers of the Centre
- 1.6 "Staff Card Parking: Additional Conditions" means any terms and conditions subject to which a Staff Card is issued.
- 1.7 "Staff Permit" means a permit which may be issued by the Company to holders of Staff Cards
- 1.8 "Tariff Board" means any board or notice at the Car Park containing a notice displaying the charges to be paid by the Users.
- 1.9 "Taxi Parking Card" means a card issued to registered Taxi drivers subject to these Terms and Conditions including the Taxi Parking Card: Additional Conditions
- 1.10 "Taxi Parking Card: Additional Conditions" means any Terms and Conditions subject to which a Taxi Parking Card is issued.
- 1.11 "Taxi Permit" means a permit which may be issued by the Company to holders of Taxi Parking Cards
- 1.12 "Terms and Conditions" means these terms and conditions.
- 1.13 "User" or "Users" means the user or users of the Car Park (including staff and taxis)
- 1.14 "Vehicle" shall mean any vehicle (including any mechanical device on wheels or tracks, its equipment and its accessories) that is received into the Car Park.
- 1.15 "We, us, our, ourselves" means the Company
- 1.16 "Your, you, yourselves" means any person who uses any Access Road to gain access to the Car Park and uses the Car Park for the parking of a Vehicle.

2. BINDING EFFECT OF THESE CONDITIONS

- 2.1 These Terms and Conditions apply to the use by you of the Car Park
- 2.2 Nothing in these Terms and Conditions affect your statutory rights.
- 2.3 If you enter the Car Park or any Access Road, you accept these Terms and Conditions without qualification.
- 2.4 For the avoidance of doubt nothing in these Terms and Conditions grants any licence or other legal interest to the Users of the Car Park, notwithstanding that they may have obtained a Staff Card or Taxi Parking Card.
- 2.5 The Company reserves the right to change these Terms and Conditions

3 OUR LIABILITY

- 3.1 You are asked to remember that the Car Park is open to members of the public. The Company cannot therefore guarantee the security of your Vehicle or any personal possessions left in your Vehicle and you must therefore ensure that you have appropriate and sufficient insurance to cover any loss, destruction, damage or theft of your Vehicle or any personal possessions left in your Vehicle. The Company offers no warranty or indemnity as to the protection or safety of the Vehicles left in the Car Park or any goods left within Vehicles. The use of the Car Park, and the use of any services provided by a third party in the Car Park, is entirely at your own risk
- 3.2 Accordingly the Company, its employees, servants and agents accept no liability in respect of:
- 3.2.1 any loss destruction, damage, or theft of or from any Vehicle or the contents of the Vehicle save as required by law, and
- 3.2.2 subject to clause 3.2.3, the death of or any personal injury sustained by you and/or other person in the Car Park
- 3.2.3 Nothing in these terms and conditions excludes or limited the liability of the Company for
- (a) death or personal injury caused by the Company's negligence
 - (b) any matter for which it would be illegal for the Company to exclude or attempt to exclude its liability or
 - (c) fraud or fraudulent misrepresentation

4 COMPLAINTS PROCEDURE

- 4.1 Should your Vehicle suffer damage or destruction whilst in the Car Park or should you lose the Vehicle or any personal possessions left in your Vehicle whilst it is in the Car Park, you are requested:
- 4.1.1 to immediately inform a member of our staff of the occurrence;
- 4.1.2 in cases of theft, to immediately inform the Gardai; and
- 4.1.3 to promptly notify your insurers.
- 4.2 If you consider that you have a claim against the Company for any loss, destruction, damage or theft of the Vehicle or any personal possessions left in your Vehicle, you should within seventy-two-hours of discovery of such loss, destruction, damage or theft give written notice containing full details of the occurrence to us at The Square Management Suite, The Square Towncentre, Tallaght, Dublin 24. Before submitting such a claim to us, you are requested to review Condition 3 of these Terms and Conditions to satisfy yourself that the subject matter of your claim falls within our area of responsibility.

5 SECURING YOUR VEHICLE

- 5.1 Unless requested by us or one of our employees, servants or agents not to do so, please ensure that before you leave the Car Park your Vehicle is securely locked, all the windows of your Vehicle are securely closed, your Vehicle's brakes are engaged so that it shall remain stationary, if your Vehicle is fitted with a steering lock or similar device, that it is engaged, and no person or animal is left in your Vehicle.

6 POSSESSIONS

- 6.1 Wherever possible, please take all personal possessions with you when you leave your Vehicle.
- 6.2 If you have to leave any personal possessions in your Vehicle, please do not leave them on the seats where they are visible, instead place them in the boot that should then be locked.

- 6.3 Please be aware that the motor insurance policy for your Vehicle may not cover personal possessions left in your Vehicle.

7 DAMAGE TO OTHER VEHICLES AND PROPERTY WITHIN THE CAR PARK

- 7.1 Should you damage another Vehicle or any part of the Car Park, you must report the matter immediately to a member of our staff and provide that member of staff with the registration numbers of each Vehicle (where appropriate), your full name and address, the name and address of your insurance company and your motor insurance policy number. You may be required to make good to our reasonable satisfaction any damage you cause to any part of the Car Park or to pay to us on demand the cost incurred by us in making good such damage.

8 SAFETY IN THE CAR PARK

- 8.1 Please drive carefully in the Car Park and obey the directional and other signs and all instructions or requests given or made from time to time by any of our employees, servants or agents regulating traffic and/or controlling the positioning of Vehicles within the Car Park.
- 8.2 Car parks can be dangerous. After you have parked your Vehicle, please proceed to the nearest entrance, passenger lift, stairs or exit which are signposted on all levels. Do not delay your exit from the Car Park and please keep a watchful eye on your children, who should not be permitted to play in the Car Park. Please also ensure that your animals are kept on a lead when outside your Vehicle.

9 TICKETS

- 9.1 The parking ticket issued is available only for the Vehicle in respect of which it is issued.
- 9.2 All parking tickets issued remain the property of the Company.
- 9.3 No parking ticket, Taxi Parking Card or Staff Card issued entitles you, unless otherwise specified, to any particular space in the Car Park or to priority over any other User.
- 9.4 The charges and tariffs applicable for use of the Car Park are displayed on the Tarriff Board must be paid prior to departure.
- 9.5 Except on your production on departure of the appropriate parking ticket (with all charges (if any) duly paid) Taxi Parking Card or Staff Card, as the case maybe, issued to you for your Vehicle, the Company reserves the right to refuse to release your Vehicle until the Company has made reasonable enquiries. Failure to produce such parking ticket or card will therefore delay your departure.
- 9.6 If you cannot produce on departure the appropriate parking ticket or card issued to you for your Vehicle, you will be charged at the full daily rate specified on the Tariff Board at the Car Park.

10 MOVING AND RE-LOCATION OF VEHICLES

- 10.1 The Company reserves the right to move any Vehicles within the Car Park, by driving or otherwise, to such extent as the Company, its servants or agents, may in the exercise of its reasonable discretion think necessary to avoid obstruction or for the more efficient arrangement of its parking facilities at the Car Park and it will not be liable for any damage caused to any such Vehicle or property other than that which is attributable to wilful misconduct on its part.
- 10.2 The Company additionally reserve the right, where the Car Park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency, to remove any Vehicle at any time to any other reasonably convenient car park within the control of the Company or otherwise as may be expedient and it will not be liable for any damage caused to any such Vehicle or property other than that which is attributable to wilful misconduct on its part.

10.3 The Company reserves the right for it or its agents or the Gardai to move or remove any Vehicle to safeguard any person or property against injury or damage or in the event of an actual or perceived threat to security and to remove Vehicles which are, or appear to be, stolen or abandoned.

11 LIENS

11.1 A Vehicle in the car parks may be subject to a lien for all charges due or accruing from the User to the Company, and the Company therefore reserves the right to refuse to release your Vehicle until all such charges have been paid in full.

11.2 The Company reserves the right to sell any Vehicle which we reasonably believe to have been abandoned and shall be entitled to regard as abandoned any Vehicle which has been in the Car Park for more than 14 days without prior notification.

11.3 Before proceeding with the disposal of any abandoned Vehicle, we will make reasonable enquiries with a view to identifying and contacting the registered keeper of the Vehicle in question and give 7 days notice of our intention to dispose of the Vehicle to the registered keeper by pre-paid post addressed to the registered keeper's last known address

11.4 The disposal of any abandoned Vehicle will be by sale at auction whenever practicable and the proceeds of sale will be applied in and towards satisfaction of all sums owing to us by you together with our expenses in connection with such sale. The Company shall also be entitled to charge you reasonable garage charges in respect of the period during which the Vehicle was in our possession prior to the sale. Any balance of such sale proceeds remaining after satisfaction of all sums owing to us by you shall be held by us on behalf of the registered keeper of the Vehicle and paid over on proof of entitlement.

12 PROHIBITED ACTIVITIES

12.1 No Vehicle shall:

12.1.1 be towed into the Car Park and no work on or cleaning of Vehicles by you or your agents is permitted in the Car Park;

12.1.2 obstruct any access or circulation area within the Car Park or any Access Road;

12.1.3 be parked other than within a designated parking bay;

12.1.4 cause any unnecessary noise, vibration or exhaust fumes within the Car Park;

12.1.5 be parked so as to take up more than one designated parking bay;

12.1.6 be parked in a no parking zone;

12.1.7 be parked on a double yellow line;

12.1.8 be parked within a time restricted parking area in excess of the time of expiry upon the ticket displayed;

12.1.9 be parked within a disabled parking bay without displaying the requisite disabled accreditation; and

12.1.10 be parked in a Access Road.

12.2 You shall not:

12.2.1 do anything in the use of the Car Park that may be a nuisance or inconvenience to us or any other User;

12.2.2 commit any act which may render valid or void any policy of insurance effected in respect of the Car Park;

- 12.2.3 deposit any rubbish, litter or refuse of any kind within the Car Park, other than in the proper receptacles provided for this purpose;
- 12.2.4 pour or transfer petrol or other fluids into or out of the fuel tank of any Vehicle;
- 12.2.5 park in any space designated as being reserved for another individual or company; or
- 12.2.6 carry out any activity in connection with the selling, hiring or other disposal of Vehicles in the Car Park.

13 VEHICLE SIZE

- 13.1 You are required to observe all reasonable restrictions as shall from time to time be made by us in respect of the height, length or width of Vehicles to be parked in or allowed access to the Car Park.
- 13.2 It is your responsibility to ensure that your Vehicle satisfies any Vehicle size restrictions imposed within the Car Park. No refund will be given under any circumstances should a Vehicle fail to comply with any such restrictions and it is required to leave the Car Park.

14 THIRD PARTY RIGHTS

- 14.1 These Terms and Conditions do not create any right enforceable by any person other than you or us.

15 INDEMNITY

- 15.1 The User of the car parks agrees to indemnify the company in respect of any claim by a third party arising out of the use of the car parks by the User his servants agents or passengers or arising out of any act or omission whatsoever other than claims which are attributable to wilful misconduct or negligence on the part of the Company.

16 STAFF CARD: ADDITIONAL CONDITIONS

- 16.1 A Staff Card is only available to members of staff of the Company or retailers and service providers of the Centre and at the discretion of the Company
- 16.2 A Staff Card will only be issued once payment of the required application fee has been made in full and before the commencement date of the period that the Staff Card covers. No exception to this requirement will be permitted.
- 16.3 Staff Cards are programmed to permit entry and exit via the following barriers only to level 4 Multi Car Park:
 - 16.3.1 Entry/exit by East car park opposite the post office
 - 16.3.2 Entry/exit beside Tuansgate from North/East car park
 - 16.3.3 Staff Cards will not access any other car parks within the Car Park
 - 16.3.4 Where applicable roof Staff Cards may be issued which permit entry to the roof car park and entry/exit is via the ramp from the North/West car parks within the Car Park.
- 16.4 Holders of Staff Cards may only park in areas specifically designated for staff. Staff Cards do not guarantee a space in the Car Park . They provide access to staff parking areas, where spaces may or may not be available at the time required.
- 16.5 A Staff Card is valid for 12 months from 1st September to 31st August each year. The renewal of the Staff Card is the responsibility of the User.
- 16.6 A Staff Card is particular to the member of staff to whom it was issued and cannot be sold, transferred or assigned.

- 16.7 Each Staff Card remains the property of the Company.
- 16.8 Each Staff Card relates to a single Vehicle of the type specified.
- 16.9 If you change your vehicle, you must inform car park staff and provide details of the car (including make, colour and registration number) together with a copy of the car insurance and tax certificates.
- 16.10 Once a Staff Card has been used when a Vehicle leaves the Car Park, it should not be used again to secure the removal of another Vehicle that was parked in the same Car Park at the same time as the first vehicle. If the Staff Card is so used, again we will have the right to require payment for the period of parking for the second vehicle at the prevailing rate for cash parking displayed upon our Tariff Board at the Car Park for the relevant period of parking.
- 16.11 A car will only be allowed to leave the Car Park, under a Staff Card arrangement, if a valid Staff Card is produced at the time of exit. If a valid Staff Card cannot be produced, it will be necessary to pay the prevailing daily cash due for the Car Park for the relevant period of parking. If you are unable to produce a valid Staff Card because of a fault on our part, the amount paid will be reimbursed to you on application to the Company accompanied by one of our official receipts for each payment made.
- 16.12 The Company reserves the right at any time to close either permanently or temporarily the Car Park or any part thereof for which the Staff Card is valid.
- 16.13 The Company shall be entitled at any time to cancel or revoke a Staff Card during the period for which it is valid if you breach of any of our Car Park Terms and Conditions of Use or any of these Staff Card Parking: Additional Conditions or any other misuse or abuse of Staff Card.
- 16.14 A replacement Staff Card will only be issued on receipt of written confirmation of its loss or damage. Replacement cards will be charged at €4 per card.
- 16.15 Staff Permits should be clearly displayed in the windscreen of your Vehicle when parked in the Car Park and should be legible to any staff monitoring parking on site. If your Staff Permit becomes damaged or faded so that it is unreadable, please request a new permit from the car park staff.
- 16.16 If you no longer work at the Centre you must surrender your Staff Card prior to your last working day. Your Card will expire on your last working day.

17 TAXI PARKING CARD: ADDITIONAL CONDITIONS

- 17.1 A Taxi Parking Card is only available to registered taxi drivers and at the discretion of the Company
- 17.2 A Taxi Parking Card will only be issued once payment of the required application fee has been made in full and before the commencement date of the period that the Taxi Parking Card covers. No exception to this requirement will be permitted.
- 17.3 A Taxi Parking Card is valid for 12 months from 1st September to 31st August each year. The renewal of the Taxi Parking Card is the responsibility of the User.
- 17.4 A Taxi Parking Card is particular to the driver to whom it was issued and cannot be sold, transferred or assigned.
- 17.5 Each Taxi Parking Card remains the property of the Company.
- 17.6 Each Taxi Parking Card relates to a single Vehicle of the type specified.
- 17.7 If you change your vehicle, you must inform car park staff and provide details of the car (including make, colour and registration number) together with a copy of the car insurance and tax certificates.

- 17.8 Once a Taxi Parking Card has been used when a Vehicle leaves the Car Park, it should not be used again to secure the removal of another Vehicle that was parked in the same Car Park at the same time as the first vehicle. If the card is so used, again we will have the right to require payment for the period of parking for the second vehicle at the prevailing rate for cash parking displayed upon our Tariff Board at the Car Park for the relevant period of parking.
- 17.9 A car will only be allowed to leave the Car Park, under a Taxi Parking Card arrangement, if a valid Taxi Parking Card is produced at the time of exit. If a valid Taxi Parking Card cannot be produced, it will be necessary to pay the prevailing daily cash due for the Car Park for the relevant period of parking. If you are unable to produce a valid Taxi Parking Card because of a fault on our part, the amount paid will be reimbursed to you on application to the Company accompanied by one of our official receipts for each payment made.
- 17.10 The Company reserves the right at any time to close either permanently or temporarily the Car Park for which the Taxi Parking Card is valid.
- 17.11 The Company shall be entitled at any time to cancel or revoke a Taxi Parking Card during the period for which it is valid if you breach of any of our Car Park Terms and Conditions of Use or any of these Taxi Parking Card Parking: Additional Conditions or any other misuse or abuse of the Taxi Parking Card.
- 17.12 A replacement Taxi Parking Card will only be issued on receipt of written confirmation of its loss or damage. Replacement cards will be charged at €4 per card.
- 17.13 Taxi Permits should be clearly displayed in the windscreen of your Vehicle when parked in the Car Park and should be legible to any staff monitoring parking on site. If your Taxi Permit becomes damaged or faded so that it is unreadable, please request a new permit from the car park staff.
- 18 I confirm that I have read and accept the Terms and Conditions of the Car Park

Signature: _____

Date: _____