

Terms and Conditions Limerick e-Parking V1 November 2015

By opening or using a Limerick e-Parking Account you agree to be bound by the Terms & Conditions contained in this Agreement.

By using the Limerick e-Parking service via ParkMagic (the Appointed Contractor) you agree to be bound by the Terms & Conditions contained in this Agreement for the duration of your parking event.

Please read this Agreement carefully.

1. General

1.1. In these General Terms and Conditions for Limerick e-Parking Service Users, we define Service User as a private parking user or a company that uses the parking system of Limerick e-Parking with or without a third party, or using other services offered by Limerick e-Parking.

1.2. Limerick e-Parking service refers to the service that facilitates a request and the processing of a payment for the issue of permission to park in Limerick City and County on-street parking areas for a period of time by use of a telephone, smartphone, tablet or website, and operated by Limerick City and County Council and its Appointed Contractor.

1.3. "Account" means the Service User's Limerick e-Parking Account.

1.4. "Parking Event" means the request and payment processed by the Service User for the issue of permission to park on-street in Limerick City and County areas at a certain time for a period of time.

1.5. "Service" means the service offered by Limerick e-Parking allowing you to pay for parking by using your phone, App or website.

1.6. "The Appointed Contractor" is the operator of the Limerick e-Parking service on behalf of Limerick City and County Council for parking payment, which is identified by reference to the vehicle registration number or as otherwise specified Limerick City and County Council from time to time, and whereby payment is activated by phone. The Appointed Contractor operates as a "Disclosed Agent", operating the parking system on behalf of the parking space provider and is not the owner of parking spaces.

1.7. "Fees" means all charges associated with the use of the Limerick e-parking Service.

2. Display of Terms

2.1. These General Terms and Conditions are displayed on the website of Limerick e-Parking at www.limerickparking.ie. Limerick City and County Council may alter these General Terms and Conditions at its discretion.

In the event of any of these General Terms and Conditions being declared null and void, the remaining General Terms and Conditions shall continue to apply.

2.2. Service Users are prohibited from assigning rights and/or obligations to third parties relating to services supplied by Limerick e-Parking and contained in these General Terms and Conditions without a prior written permission from Limerick City and County Council.

2.3. The Terms and Conditions may be changed by Limerick City and County Council at any time and any such changes will be notified to the Service User prior to coming into effect.

2.4. At the request of Limerick City and County Council the Appointed Contractor – ParkMagic - may also notify Service Users of changes to this Agreement by publishing a notice of such changes on the Appointed Contractors website and/or emailing the Service User to the address last notified to the Appointed Contractor and/or by text message to the telephone number last notified to the Appointed Contractor.

It is the sole responsibility of the Service User to ensure that the contact information provided is correct and changed contact details are notified as required.

3. Using Limerick e-Parking Services

3.1. The Service involves the use of a mobile phone, smartphone, tablet or website to request and make payment for the issue of a permission to park in a certain location at a certain time for a period of time in accordance with prevailing Limerick City and County Council Parking Bye-Laws and on-street Parking Regulations.

3.2. In order to complete a successful parking transaction, the Service User must:

(a) Contact the Limerick City and County Council Designated Phone Number (061303093). The tariff for this call will be dependent on the Service Users mobile phone operator and the service the Service User has subscribed to with that mobile phone operator.

(b) Use The Limerick e-Parking SmartPhone App or

(c) Use the Limerick e-Parking website

And further:

- Confirm the zone in which the Service User wishes to park and
 - Confirm the vehicle registration number of the vehicle being parked.
 - Payment must be confirmed by the Appointed Contractor in order for a successful parking transaction to be completed.

If using the Designated Phone Number, the Service User should have the Calling Line Identity (CLI) service enabled on their mobile phone in order that the Limerick e-Parking service can speedily process the call.

3.3. The Service User must provide the vehicle registration number for the vehicle being parked.

Failure to provide the correct vehicle registration number (VRN) will result in the parking transaction being invalid. It will be deemed that the valid parking transaction has not been enabled and a fine in the form of a Fixed Charge Penalty Notice (FCPN) may be issued.

3.4. The Service User cannot claim any right to a parking space by using Limerick e-Parking services. Instructions to Limerick e-Parking via mobile telephone or landline, website are subject to the regulations of the Limerick City and County Council in force at that given time or place.

3.5. A Service User can only presume that a parking transaction is valid after a confirmation has been given to him/her by the system. A machine generated verbal confirmation will be issued to the Service User at the end of a telephone call to the Service. Where the Service is activated by Smart Phone App or by the e-Parking website a text based confirmation is displayed.

3.6. In the case of unavailability of the service due to a fault in the parking system of the Appointed Contractor or in a network system of any third party/parties, the Service User shall be obliged to pay for parking by another valid method i.e. the display of a valid pre-paid parking disc as defined by the regulations of the Limerick City and County Council in force at that given time or place.

3.7. Where the Service User no longer wishes to use the services of Limerick e-Parking he/she should no longer place calls to the Service or access the service via the website of Smartphone App.

3.8. Limerick e-Parking retains the right to cancel or refuse to provide the service to a Service User or to a new applicant without stating any reason. Parking contrary to these General Terms and Conditions is considered to be parking without paying the appropriate parking fee.

3.9. By activating and using a Limerick e-Parking account you agree to these terms and conditions. If you do not agree, or subsequently change your mind, then you should not use the Service and contact Limerick e-Parking in writing or by email whereupon you will be

3.10. By activating and using a Limerick e-Parking account you permit Limerick City and County Council and its Appointed Contractor to communicate with you by SMS text message to the number(s) you used to register the Limerick e-Parking account in order to advise you of service upgrades, enhancements and other parking associated announcements. You may withdraw this consent at any time by contacting the Appointed Contractor at support@parkmagic.net.

3.11. By activating a personal account on www.limerickparking.ie you are required to provide an email address for account verification purposes and consent to allow the Appointed Contractor to use this address solely by the Appointed Contractor for the purposes of providing service alerts, notifications of enhancements, discount programs and other parking service related information. This email will not be declared to any third party. You may withdraw this consent at any time by contacting the Appointed Contractor at support@parkmagic.net.

3.12. The terms and conditions of the Agreement may be changed by Limerick City and County Council and/or the Appointed Contractor at any time and any such changes will be notified to the User prior to coming into effect.

3.13. Appointed Contractor may also notify Users of changes to this Agreement by publishing a notice of such changes on the Limerick e-Parking website and/or emailing the User to the address last notified. Such changes shall not come into effect until at least 14 days after such publication.

4. Payment

4.1. The Service User may apply credit to their Account by means of any of the methods made available by Limerick City and County Council and its Appointed Contractor from time to time and may thereafter use the Service. The amount of the credit will reduce as a result of calls to the Service that result in the issue of a Parking Event.

4.1.1. Methods for applying the credit:

- The service User may apply credit to their account by logging in to their account on www.limerickparking.ie.
- The service User may apply credit to their account by calling a 0818220070 number. The tariff for this call will be dependent on the Service Users mobile phone operator and the service the Service User has subscribed to with that mobile phone operator.
- The service User may apply credit to their account by calling service customer care on 0818 220 107 or 061 311422. The tariff for this call will be dependent

on the Service Users mobile

phone operator and the service the Service User has subscribed to with that mobile phone operator.

- The service User may apply credit to their account through the smartphone App.

4.2. No Parking Events will be allowed to the Service User once the Account balance reaches a level insufficient to pay for the Parking Event in its entirety. If the Service User does not use the Limerick e-Parking Service for a period of 6 months or such other period as Limerick City and County Council and its Appointed Contractor may advise from time to time the account may be placed in suspension for security reasons.

4.3. The Appointed Contractor provides a Top-up service which is accessible by calling the telephone number as defined by Limerick City and County Council from time to time. The Top-up Service permits callers to check their Account balance and to enter the details of the Top-up voucher they may wish to apply to their account or to enter credit/debit card information for the purpose of topping up the account. The tariff for this call will be dependent on the Service Users mobile phone operator and the service the Service User has subscribed to with that mobile phone operator.

4.4. Appointed Contractor will deduct all amounts due for parking and other services as they occur from the Service Users account.

4.5. Details of parking and other transactions incurred can be viewed on the Service Users statement, which can from time to time be accessed via the internet. There is no charge for this account statement service.

4.6. The Service User must have a sufficient facility on his/her/its bank account or other agreed payment method to enable the Appointed Contractor to collect fees due. Where this is not the case the Appointed Contractor may, at its sole discretion, cease or temporarily suspend service to that Service User.

5. Refunds, Disputes & Dormant Accounts

5.1. Refunds. Once credit is used the Service is deemed to have been delivered and consumed. Therefore refunds on used credit will not be made by the Appointed Contractor. Refunds on unused credit will be made by the Appointed Contractor should a user wish to cease use of the Service in accordance with 3.9 above. To defray the costs incurred by the Appointed Contractor in providing the top-up service and which are unrecoverable by the Appointed Contractor a service fee for refunds is payable and is deducted from the balance remaining in the user account at time of cessation of service. The service fee is applied based on the mechanism used to top-up. Over the counter Top-Ups at PostPoint outlets: 30% Credit/Debit Card Top-Ups: 15%

5.2. Fee & Charge Disputes. Service Users who wish to dispute any service Fee or charge on their Account may do so by submitting a query to support@parkmagic.net. This submission

must

be made within 90 days of the charge or Fee first being debited from the Account. Where a submission is made outside of this 90 day period the Appointed Contractor regret that it may not be possible to investigate the complaint as records from third parties who have provided the services to the Service User may no longer be available in order to validate any claim. Neither Limerick City and County Council or its Appointed Contractor will be liable for any disputed Fees or Charges that cannot be validated.

be made within 90 days of the

5.3. Dormant Accounts. When an Account has been inactive for a continuous period of 24 months, the Account will be deemed to be dormant and closed. Credit remaining in the account at this time will be deemed expired.

6. Limitation of Liability

6.1. The following provisions set out Appointed Contractors entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to Service Users in respect of any breach of its contractual obligations arising under these General Terms and Conditions.

6.2. Any act or omission on the part of Appointed Contractor or its employees, agents or sub-contractors falling within Clause 6.1 above shall, for the purposes of this clause, be known as an Event of Default.

6.3. Appointed Contractors entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the amount paid to Appointed Contractor by the Service User pursuant to these General Terms and Conditions.

6.4. Appointed Contractor shall not be liable to the Service User in respect of any Event of Default for loss of profits, loss of goodwill, loss of business, loss of opportunity, loss of reputation, loss of and/ or damage to property or corruption of data or any type of special indirect or inconsequential loss (including loss or damage suffered by the Service User as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Appointed Contractor had been advised of the possibility of the Service User incurring the same.

6.5. If a number of Events of Default give rise substantially to the same loss, they shall be regarded as giving rise to only one claim under these General Terms and Conditions.

6.6. The Service User hereby agrees to afford Appointed Contractor not less than 15 business days (following notification thereof by the Service User) in which to remedy any Event of Default.

6.7. Appointed Contractor shall have no liability to the Service User in respect of any Event of Default unless the Service User shall have served notice of the same upon Appointed Contractor within 6 months of the date it became aware of the circumstances giving rise to the Event of Default or of the date when it ought reasonably to have become so aware.

6.8. Nothing in these provisions shall confer any right or remedy upon the Service User to which he/she/it would not otherwise be legally entitled.

6.9. The Service User acknowledges that the responsibility for registering transactions via mobile, fixed line telephone or website as well as the possibility of receiving mobile text messages with information in regard to the parking transaction depends on sufficient functioning of the network of the Service Users mobile and fixed line telephone provider and the service of the telephone company. The Appointed Contractor cannot be made accountable for damage caused by insufficient functioning of a network or telephone company or for not receiving a transaction request or the sending or receiving of text messages in time.

7. On-street parking Regulations

7.1. The Local Authority bye-laws and parking and other relevant regulations apply to all Service Users of the Limerick e-Parking system in the Limerick City and County.

7.2. Limerick City and County Council can change parking tariffs and conditions at its discretion without prior warning. Limerick City and County Council shall have no liability to any Service User for any changes made by local authorities to parking tariffs and conditions.

8. Applicable Law

8.1. These General Terms and Conditions are to be governed by and construed in accordance with the laws of the Republic of Ireland.

9. Disputes

9.1. In the event of any dispute between any of the parties arising directly or indirectly from the provisions of these General Terms and Conditions, such dispute shall, in the absence of agreement between the relevant parties, be referred to arbitration pursuant to the provisions of the Arbitration Acts, 1954 and 1980 and any amendment, extension or re-enactment thereof. If the parties involved in such dispute cannot agree as to the appointment of an Arbitrator, the matter shall be referred by such parties or any of them to the President for the time being of the Law Society of Ireland who shall appoint an Arbitrator to determine such dispute and whose decision shall be final and binding on the parties.

10. Disclosure of Account Information to Third Parties

From time to time, subject to any applicable legislation or regulations, the Appointed Contractor may provide information about your Account:

- In response to any subpoena, summons, court or administrative order, or other legal process which the Appointed Contractor believe requires our compliance.
- In compliance with any agreement between the Appointed Contractor and a professional, regulatory or disciplinary body.
- To the Appointed Contractor's appointed service providers and merchant partners who help the Appointed Contractor meet the Appointed Contractor's needs by providing or offering Appointed Contractor's services.
- In relation to requests for the purposes of audit inspection by both the Local Government Auditor and Limerick City and County Councils Internal Auditor.