

Conditions for Prebooked Taxi Short Stay Parking at Dublin Airport (the **Conditions**)

Thank you for buying a service from us at Dublin Airport. The details of this service (the **Service**) i.e., **what we provide** is set out at section 6 and exclusions from the Service i.e., **what we do not provide** is set out at section 7. These are important sections because they explain what you should expect from the Service and also explain what we are not providing as part of the Service. There are some provisions that you might not expect and we have highlighted these in **BOLD** to make them clear to you. Where words appear with a capital first letter and in **blue** they are defined terms. For example, Dublin Airport (the **Airport**), if the word Airport appears later in these Conditions with a capital first letter and is not in **blue** then it means Dublin Airport.

Non-Consumer Contract

1. You are **not permitted to use the** Service if you are using the Service as a consumer. Therefore, protections in the Consumer Rights Act 2022 do not apply to the Service. You must hold a taxi permit (either a taxi stand permit or a pre-booked taxi permit from daa) to purchase the Service. If you buy the Service and do not have a taxi permit daa will refuse you access to the Zone 18 Prebooked Taxi Car Park.

The Agreement

2. You must buy the Service online and the confirmation we email to you (a **Confirmation**), these Conditions read together are an agreement (the **Agreement**) between you and daa. No other document or communication forms part of the Agreement. If you are unclear on any provision relating to the Agreement please contact our services team via email on parkingdublin@dublinairport.com or call us +353 1 9440440 during our office hours Monday to Friday 9 a.m-5p.m.
3. In these Conditions *you, your* and *yours* means the person that buys the Service and if different the person named as user of the Service.
4. In these Conditions *we, us, our, daa* and *Dublin Airport* all mean daa public limited company, a public company limited by shares registered in Ireland (no 9401) with its registered office at Three The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin K67 X4X5, Ireland. If you would like to contact us in relation to the Service you can do so by contacting us on:
Email: parkingdublin@dublinairport.com
Telephone: +353 1 9440440 during our office hours Monday to Friday 9 a.m- 5 p.m.
For existing customers please quote the reference number on the Confirmation or your membership number.

What is included in the Service?

5. If you wish to use the Service you must travel in the vehicle registration shown on the Confirmation. We will use the vehicle registration shown on the Confirmation to permit you entry to the Zone 18 Prebooked Taxi Car Park. **We provide** the following as part of the Service:

Parking

- Access to the Zone 18 Prebooked Taxi Car Park (the **Car Park**) at Dublin Airport. The Service must not be used at any other Dublin Airport car park. The Service will not

function in other Dublin Airport Car Parks. The use of space in the car park where you parked up to a maximum period of 20 minutes. If you remain in the Car Park for longer than 20 minutes you must pay the gate rate charges shown at the entry point to the Car Park. You must not park in zones marked *No Waiting* or *Keep Clear*. If you fail to follow these restrictions daa may exercise its rights under section 8.

- Note: **daa may need to move a vehicle within a car park for safety, operational or other good reasons.** Car parking spaces are indicated by white lines you must only park within the white lines. Subject to daa's right to move your vehicle where you parked is referred to as the **Space** in these Conditions. In these Conditions the vehicle parked in the Space is referred to as the **Parked Vehicle**.

What is excluded from the Service?

6. We never provide the Service to the bespoke needs of any individual customer. Unfortunately, we cannot facilitate any specific requests you make in relation to the Service which you might communicate to us either verbally or in writing in advance of or at the time you buy the Service. We do not accept any such requests and they are not included in the Agreement.

We never provide the following services as part of the Service:

- Protection from criminal activity that may damage or cause loss of parts or the entire of a Parked Vehicle or possessions or injury to individuals unless we are causing the criminal activity.
- Protection from adverse weather such as hail, sun, flood or wind that may cause damage to a Parked Vehicle either directly or indirectly.
- Protection from damage caused by wildlife.
- Protection from other users of our car parks that cause damage to you, your travelling companions or to the Parked Vehicle.
- You are responsible for ensuring the Parked Vehicle has valid tax certificate, NCT and insurance. The validity period for each of these must cover the length of stay stated in the Confirmation. We are not liable for the consequences of any of these ceasing to be valid while the Parked Vehicle is on Airport property. Under Irish Road Traffic legislation you must ensure that the Parked Vehicle is in a roadworthy condition at all times. You must drive carefully while on Airport Property and in accordance with the Road Traffic Acts (Rules of the Road). You must follow signage directions while inside Dublin Airport car parks.
- The Service does not permit car parking to be used for staff car parking. You must only use car parking when you are taking a flight from Dublin Airport.
- We reserve the right to impose fair usage restrictions on car parking. At present we determine fair usage not to exceed 700 entries for the 3 month period of validity of the Service.

Our rights under the Byelaws

8. **If the Parked Vehicle has related unpaid car parking charges for a current or previous stay we may tow and hold the vehicle in a location of our choice until all amounts are paid. Where the amounts due to us for unpaid parking charges exceed the book value or scrappage value (whichever is the higher) of the vehicle daa reserves the right to dispose of the vehicle. daa may also sell the vehicle if it has not been collected within eight**

months from the date of entry and deduct unpaid parking charges from the sales proceeds. You may contact parkingdublin@dublinairport.com if this section applies to you to claim the net sales proceeds.

PLEASE NOTE: it is a criminal offence under byelaw 30(7) of the Airport Byelaws (S.I. 618 of 2014) to park a vehicle in our car parks without paying the charges for parking. Subject to complying with these Conditions, daa will deem payment for the Service as payment of the charges for use of the Car Park provided it does not exceed 20 minutes from entry and the Service has not been cancelled. This does not prevent us taking a prosecution or recovering historic amounts due to us for unpaid car parking before you purchased the Service. We may use our powers under the Byelaws to recover any underpayment of car parking or other charges under the Byelaws.

9. We may refuse you entry into the Car Park if you are being disruptive or abusive to our staff or other passengers. We may also refuse entry for failure to pay previous parking charges at Dublin Airport. In addition, you must always observe the directions of our staff and be respectful towards them. We reserve the right to refer disruptive activity to Airport Police and An Garda Siochana. We also reserve the right to cancel the Service if you have been abusive to our staff or failed to follow our staff's direction. If our staff ask you to remove the Parked Vehicle from the Car Park you must do so immediately.

The Vehicle Owner

10. If you do not own the Parked Vehicle you confirm that you have made the owner of the Parked Vehicle aware of the terms of the Agreement and he/she/it has agreed to the terms as they relate to the Parked Vehicle.
11. Subject to point 8 above, we will always allow the true owner of the Parked Vehicle to reclaim it and remove it from our car park. You must obtain permission of the true owner of the Parked Vehicle to park in our car parks. If a Parked Vehicle is under finance lease/hire purchase then payments must be up to date or the finance provider may reclaim the Parked Vehicle from us. If An Garda Siochana use their powers to seize or inspect the Parked Vehicle we are not liable for any damage they cause and if seized we will redirect you to An Garda Siochana to reclaim the Parked Vehicle.

The Price

12. The price for the Service is shown on our website and is non-refundable. You must pay this price when you buy the Service on-line. If you remain in the Car Park for more than 20 minutes following any entry you must pay the Gate rate displayed at the entry point to the Car Park.

We charge VAT at the applicable rates and this is included in the price for the Service. Our Irish VAT number is 9514053P.

13. The price for Customers is the price shown in euro (EUR) on the Confirmation.

Use of the Service

14. You must not use the Service after its expiry shown on the Confirmation. We may cancel the Service if you fail to comply with these Conditions. We may also cancel the Service if we decide to end the trial which runs for three months. We will notify you in writing of any cancellation to the email address shown on the Confirmation.

Payment Cards

15. We accept Visa, Mastercard and Amex most major credit and debit cards for Customers paying for the Service subject to these payment cards functioning correctly at the time of payment. We will only issue a Confirmation if the use of the payment card satisfies relevant security checks. For Customers we charge the price of the Service at the time you buy from us.

To conduct security checks your personal data may be sent to authorised agents acting for the card scheme, this is necessary to verify payment. **If at a later point in time the card or your bank cancels this payment, if there is a “charge back” of a payment, if the payment card is declined, if we discover that a payment card was used fraudulently or if it was used without the cardholder’s permission then we may at our option:**

- **Email you with a cancellation of the Agreement to the email address you provided at the time of booking and we are not required to provide the Service, or**
- **If we have provided or part provided you with the Service already we may exercise our rights at 8 above and/or**
- **Pursue payment in full either directly or through a debt collection agency.**

Cancelling or Changing the Service

16. We refuse any refund after you buy the Service.

Your Rights

17. We are required by law to provide the Service in accordance with the Agreement (including these Conditions). If you believe we have not satisfied this requirement please see sections 21, 22, 29 and 30 below. The Service described in section 6 (excluding those services in section 7) is the same for all Customers. The Service is not designed to meet the specific needs of any individual customer.

The Period of the Agreement

18. The Agreement lasts for the period we provide the Service (three months) subject to cancellation of the Service for the reasons set out at section 14 and a reasonable period to address payments or disputes are outstanding between us. We believe this should last no longer than six years after you have received the Service in full and therefore six years after we have provided the Service the Agreement terminates. If, however a dispute exists between us at that time or any sums remain unpaid then the termination of the Agreement does not operate to remove our rights or yours.

No resale

19. **You are not permitted to sell the Service that you buy from us on to another person. The Service is not transferrable. The Service and Confirmation is personal to you and must not be used by other individuals such as family members or work colleagues. We are only required to provide the Service to you.**

Force Majeure

20. Very occasionally events or circumstances which are beyond our control may prevent us from providing the Service. Some examples are natural disaster, fire or a contagious outbreak of illness but this section applies to other events or circumstances as well including for example adverse weather. If this happens, we will contact you by email and provide as much advance notice as we are able to. **If you have used a currency other than euro to buy the Service we may apply reasonable currency exchange charges at our discretion.**

Our Liability

21. **We do not accept liability for issues related to section 7 (What is excluded from the Service?) as these are not part of the Service. It is a condition of this Agreement that**
 - a. **our total liability to you is the price you paid for the Service, and**
 - b. **we fully exclude liability for indirect or consequential loss.**

These exclusions do not apply to loss linked to death or personal injury caused by our negligence or our wilful act or which relate to any fraud we cause or any other reason where we are not permitted by law to exclude liability.

Changes to these Conditions

22. We may change or update these Conditions from time to time and this change impacts the Agreement unless we are required to change the Conditions by law. The version of these Conditions that we send you with the Confirmation is part of the Agreement. If by law we are required to change the Conditions, we will email the updated conditions or make them available to you. If a Court finds that any sections of these Conditions are invalid or unenforceable the remaining sections or parts of sections continue in full force.

Privacy Policy and Personal Data

23. We may process personal data we receive from you in accordance with our Privacy Policy <https://www.dublinairport.com/privacy-policy>.

Legal Disputes

24. The Agreement is governed and construed under the law of Ireland (excluding the law of Northern Ireland).
25. The Courts of Ireland have non-exclusive jurisdiction to determine disputes.