



## Cork City Council Park by Phone Terms and Conditions

By opening or using a Cork City Park by Phone Account with Cork City Council or its Appointed Contractor, you agree to be bound by the Terms & Conditions contained in this Agreement. Please read this Agreement carefully.

### 1. General

In these Terms and Conditions for Cork City Park by Phone the following definitions apply:

1.1 "*Cork City Park by Phone*" refers to the service owned by Cork City Council, which facilitates a request and the processing of a payment for the issue of permission to park in a zone in Cork City for a period of time by use of a telephone, and operated by Cork City Council and its appointed contractor.

1.2 "*Service User*" is a private parking user or a company that uses the Park by Phone System of Cork City Council with or without a third party, or using other services offered by Cork City Council.

1.3 "*Account*" means the Service User's Cork City Park by Phone Account.

1.4 "*Parking Event*" means the request and payment processed by the Service User for the issue of permission to park in a zone in Cork City at a certain time for a period of time.

1.5 "*Service*" means the service offered by Cork City Park by Phone allowing you to pay for parking by using your phone.

1.6 "*Appointed Contractor*" means the contractor appointed by Cork City Council to operate the Cork City Park by Phone Service.

1.7 "*you*" and "*your*" means the person(s) who has established the Cork City Park by Phone Account.

1.8 A "*Zone*" means the area in which the Service User may legally park.

1.9 "*The Appointed Contractor*" is the operator of the Cork City Park by Phone Service on behalf of Cork City Council for parking payment, which is identified by reference to the vehicle registration number or as otherwise specified by Cork City 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 owner and is not the owner of parking spaces.

1.10 "*Fees*" means all charges associated with the use of the Cork City Park by Phone Service. Such fees are specified in a Schedule of Fees document, which is available to customers on the website [www.corkparking.ie](http://www.corkparking.ie) along with these Terms and Conditions. By accepting these Terms and Conditions, the Service User is also accepting the Schedule of Fees.

1.11 "*Schedule of Fees*" is a listing of all charges that are applicable to the Cork City Park by Phone Service, which is available to customers on the website [www.corkparking.ie](http://www.corkparking.ie) along with these Terms and Conditions. By accepting these Terms and Conditions, the Service User is also accepting the Schedule of Fees.

1.12 "*Cork City Parking Bye-Laws*" refers to the prevailing Bye-Laws in relation to the control and regulation of the parking of vehicles in the City of Cork, and as may be amended from time to time..

The current Bye-Laws are the Cork City Parking Bye-Laws 2005. The Bye-Laws may be viewed at [www.corkcity.ie](http://www.corkcity.ie)

1.13 "*Parking Regulations*" refers to the following Regulations or as may be amended from time to time:

- I. the Road Traffic (Traffic and Parking) Regulations 1997 (S.I. No. 182 of 1997)
- II. the Road Traffic (Traffic and Parking) (Amendment) Regulations 1998 (S.I. No. 274 of 1998)
- III. the Road Traffic (Traffic and Parking) (Amendment) (No. 2) Regulations 1998 (S.I. No. 441 of 1998);
- IV. the Road Traffic (Traffic and Parking) (Amendment) Regulations 2011 (S.I. No. 239 of 2011)

## **2. Display of Terms**

2.1. The Terms and Conditions of use of this service are displayed on the website of Cork City Council at [www.corkparking.ie](http://www.corkparking.ie). Cork City Council may alter these Terms and Conditions at its discretion. In the event of any of these Terms and Conditions being declared null and void, the remaining 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 Cork City Council or its Appointed Contractor and contained in these Terms and Conditions without a prior written permission from Cork City Council.

2.3. The Terms and Conditions may be changed by Cork City 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 Cork City Council the Appointed Contractor may also notify Service Users of changes to this Agreement by publishing a notice of such changes on the Cork City Council/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.

2.5 Such changes to the Terms and Conditions shall not come into effect until notified by Cork City Park by Phone or the Appointed Contractor after such publication.

## **3. Single Host System**

3.1. Any person who wishes to avail of the Cork City Park by Phone Service, whether on a once off or ongoing basis, shall be known as a customer of Cork City Council and all data pertaining to all such customers shall be absolutely owned by Cork City Council and managed by the Appointed Contractor on behalf of the Cork City Council.

3.2. Cork City Park by Phone customers who may wish to use any other services offered or made available by the Appointed Contractor now or in the future must register independently with the Appointed Contractor for that purpose and cannot assign funds allocated for the Cork City Park by Phone Service for any other purpose.

3.3. Customers of the Appointed Contractor who wish to use the Cork City Park by Phone Service must register independently as customers of Cork City Park by Phone. In the initial stages of the changeover to the new Cork City Park by Phone Service it is possible to transfer funds from the Appointed Contractor for the opening and use of a Cork City Park by Phone Account. Once the initial transfer has occurred, and further or ongoing transfer of funds shall not be permitted.

#### **4. Using Cork City Council Services**

- 4.1. The Service involves the use of a phone to request and make payment for the issue of permission to park in a zone in Cork City at a certain time(s) for a period of time in accordance with prevailing Cork City Council Parking Bye-Laws and Parking Regulations.
- 4.2. In order to complete a successful parking transaction, the Service User must contact the Cork City Park by Phone designated phone number, 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.
- 4.3. 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 relevant parking fee has not been paid and a fine in the form of a Fixed Charge Penalty Notice (FCPN) may be issued.
- 4.4. The Service User should be in a position to readily identify the Zone number for the location at which they wish to park when attempting to complete a parking transaction. This information is displayed on the parking signs at the location.
- 4.5. 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 call confirming a successful Parking Event.
- 4.6. 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.
- 4.7. The Parking Fee payable in respect of the use of the Cork City Park by Phone Service is set out in the prevailing Cork City Council Parking Bye-Laws. This fee may be changed from time to time by resolution of Cork City Council and any such changes shall become immediately binding upon the Service User. All such fees shall be charged in Euros.
- 4.8. By accepting the Terms & Conditions of this service the Service User accepts the Schedule of Fees associated with the Cork City Park by Phone Service.
- 4.9. It is the sole responsibility of the Service User to conform to the prevailing Cork City Council Parking Bye-Laws and Parking Regulations at that given time.
- 4.10. The Service User cannot claim any right to a parking space by using the Appointed Contractors service. Instructions to the Appointed Contractor via mobile telephone or landline are subject to Cork City Council Parking Bye-Laws and Parking Regulations in force at that given time.
- 4.11. The Service User hereby agrees to use Cork City Council or its Appointed Contractors Service in a proper manner only in a zone permitted by Cork City Council. Should the Service User fail to abide by this requirement then the Service User is solely responsible for any penalties incurred.
- 4.12. The Service User is responsible for cautious handling of any password and/or P.I.N necessary for accessing their personal account on the Appointed Contractor's website. Should any password or PIN become disclosed to any unauthorised third party, the Service User agrees to notify the Appointed Contractor by email or phone in order to deactivate the account and reopen it with a new PIN or password.
- 4.13. By activating and using your Cork City Council Park by Phone 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 the Appointed Contractor in writing or by email whereupon you will be removed from the service. Where the Service User no longer wishes to use the services of Cork City Council or

its Appointed Contractor he/she should no longer place calls to the Service.

4.14. By activating and using your Cork City Council Park by Phone Account, you permit Cork City Council or the Appointed Contractor to communicate with you by SMS text message to the number(s) you used to register for the service in order to advise you of service upgrades, enhancements and other announcements. You may withdraw this consent at any time by contacting support@corkcityparkbyphone.ie

4.15. By activating your personal account with Cork City Council or its Appointed Contractor, you are required to provide an email address for account verification purposes and consent to allow Cork City Council or the Appointed Contractor to use this address solely for the purposes of providing service alerts, notifications of enhancements, discount programs and other service related information. You may withdraw this consent at any time by contacting support@corkcityparkbyphone.ie.

4.16. Cork City Council reserves the right to cancel or refuse to provide the service to a Service User or to a new applicant for reasons relating to the previous or potential misuse of the service.

4.17 Certain additional services shall be available to the Service User on an 'opt in' basis (e.g. optional text reminders prior to the expiry of the paid parking event) and shall be subject to charges as set out in the Schedule of Fees. The provision and delivery of such services shall be provided by the Appointed Contractor and any queries or disputes in relation to such additional services shall be a matter for resolution exclusively between the Service User and the Appointed Contractor.

## **5. Payment**

5.1. The Service User may apply credit to their Account by means of any of the methods made available by Cork City Council or its Appointed Contractor from time to time, and may thereafter use the Service. The amount of the credit will reduce based on calls to the Cork City Park by Phone Service which results in the successful completion of a Parking Event.

5.2. No successful Parking Events may be completed by the Service User once the Account balance reaches a level insufficient to pay for the Parking Event in its entirety.

5.3. The Appointed Contractor provides a Top-Up service which is accessible by calling the Cork City Park by Phone telephone number. 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 fees associated with this Top-Up service are as specified in the Schedule of Fees at [www.corkparking.ie](http://www.corkparking.ie) All such fees shall be charged in Euros.

5.4. 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.

5.5. Cork City Council or its Appointed Contractor shall deduct all amounts due for parking as they occur from the Service Users account as prescribed in the Schedule of Fees.

5.6. Details of parking and other transactions and fees incurred can be viewed on the Service Users statement, which can be accessed via the internet.

5.7. 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 Cork City Council or the Appointed Contractor may, at its sole discretion, cease or temporarily suspend service to that Service User.

## **6.0. Refunds, Disputes & Dormant Accounts**

### **6.1. Refund Policy**

Once credit is used, the Service is deemed to have been delivered and consumed. Therefore refunds on used credit shall not be made by Cork City Council or its Appointed Contractor. Refunds on unused

credit will be made by Cork City Council or its Appointed Contractor should a user wish to cease use of the Service and has provided notification of same in writing. To defray the costs incurred by Cork City Council or its Appointed Contractor in providing the refund service, a service fee for refunds is payable and is deducted from the balance remaining in the user account at time of cessation of service.

#### 6.2. 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@corkcityparkbyphone.ie. 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, Cork City Council or its 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 Cork City Council or its Appointed Contractor will be liable for any disputed Fees or Charges that cannot be validated.

#### 6.3. 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.

### **7. Limitation of Liability**

7.1. The following provisions set out Cork City Council's entire liability (including any liability for the acts and omissions of its employees, agents, contractors and sub-contractors) to Service Users in respect of any breach of its contractual obligations arising under these Terms and Conditions.

7.2. Any act or omission on the part of Cork City Council or its employees, agents, contractors or sub-contractors falling within Clause 7.1 above shall, for the purposes of this clause, be known as an Event of Default.

7.3. Cork City Council's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the amount paid to Cork City Council by the Service User pursuant to these General Terms and Conditions.

7.4. Neither Cork City Council nor its Appointed Contractor shall 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 Cork City Council had been advised of the possibility of the Service User incurring the same.

7.5. 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.

7.6. The Service User hereby agrees to afford Cork City Council or its Appointed Contractor not less than 28 days (following notification thereof by the Service User) in which to remedy any Event of Default.

7.7. Cork City Council 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 Cork City Council within 90 Days 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.

7.8. 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.

7.9. The Service User acknowledges that the responsibility for registering transactions via mobile or fixed line telephone 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. Neither Cork City Council nor its Appointed Contractor can be held 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.

#### **7.10. Force Majeure.**

If the use of the Park by Phone Service is prevented or hindered by any matter beyond the control of the Appointed Contractor including but not limited to acts of God, acts of government, strikes, lockouts, industrial disputes, winds, fire, lightning, aircraft, explosion, flooding, drought, riots, civil commotions, acts of war, malicious mischief or theft then the performance of the Agreement shall be suspended without any liability on the part of Cork City Park by Phone until such prevention or hindrance comes to an end.

### **8. Regulations**

8.1. The prevailing Cork City Council Bye-Laws, Parking Regulations and other relevant regulations apply to all Service Users of the Cork City Park by Phone system in the area of Cork City.

8.2. Cork City Council can change parking tariffs and conditions at its discretion. Cork City Council shall have no liability to any Service User for any changes made to parking tariffs and conditions.

### **9. Applicable Law**

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

### **10. Disputes**

In the event of any dispute between any of the parties arising directly or indirectly from the provisions of these Terms and Conditions, such dispute shall be dealt with through Cork City Council's Complaints and Appeals procedures. The Complaints and Appeals system operated by Cork City Council does not preclude parties from using other external offices to handle the complaint, and it is open to the complainant to contact the Office of the Ombudsman. By law the Ombudsman can investigate complaints about any of Cork City Council's administrative actions or procedures. Details in relation to the procedures may be viewed at [www.corkcity.ie/services/corporateandexternalaffairs](http://www.corkcity.ie/services/corporateandexternalaffairs)

### **11. Disclosure of Account Information to Third Parties**

From time to time, subject to any applicable legislation or regulations, we may provide information about you and the Account:

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