

Customer Agreement

Purchase of Contract Parking Card at North Main Street Car Park

I, _____ (*Insert Customer name*), hereinafter called “the Customer”, hereby apply to Cork City Council to purchase a Contract Parking Card subject to the conditions hereinafter contained.

Terms & Conditions

1. General

The Customer shall:

- 1.1. accept that the provision of a Contract Parking Card shall be at the absolute discretion of Cork City Council;
- 1.2. accept that the Contract Parking Card only operates at the North Main Street Car Park;
- 1.3. accept that the Contract Parking Card only permits the user to park their vehicle on level 5 or level 5a of the North Main St car park. Cork City Council reserves the right to enlarge this area. The customer will be notified of any changes by email to the email address provided below;
- 1.4. accept that parking a vehicle in an area other than level 5 or level 5a of the North Main St car park will result in hourly fees being charged. These hourly fees are not covered under this Agreement and cannot be charged to the Contract Parking Card. These fees must be paid in the office before leaving the car park;
- 1.5. agree that the Contract Parking Card shall be valid during the hours of operation of the North Main St car park, Monday to Sunday inclusive, for the period of its validity. The current operational hours are below and are also displayed in the car park and on corkparking.ie. Cork City Council reserves the right to modify the operating hours from time to time;
- 1.6. accept that no overnight parking is permitted. See 1.11 re charges;
- 1.7. pay the required monthly fee for the contract parking card. The current monthly fee is €100. Cork City Council reserves the right to vary the monthly fee from time to time. The customer will be notified of any changes to the monthly fee by email to the email address provided below. Contract Parking Card is valid for unlimited use for 1 calendar month from date credit is uploaded to the card (at pay machine on Level 5 or at Control Room on Level 1). Any unused credit will be forfeited at the end of the period;
- 1.8. accept that, notwithstanding the date of issue, the Contract Parking Card shall remain valid for use in respect of the North Main Street car park until the expiration of the paid period;
- 1.9. accept that the cost associated with the Contract Parking Card must be paid by the Customer in advance of the parking period. Failure to do so will result in Customer not being able to access parking through the Contract Parking Card. If credit has expired on your Contract Parking Card the card will allow you to access the card park and park your car. The card must be topped up BEFORE you leave the car park. If you fail to top up your card you will be charged the hourly rate applicable for the duration of your stay;
- 1.10. agree that the Contract Parking Card has no alternative monetary value if the Customer ceases use of the card or the card is otherwise terminated before the expiration date;
- 1.11. accept that any additional charges or penalties incurred shall not be covered by the Contract Parking Card (i.e. Overnight or Late Release Charges);
- 1.12. accept that Contract Parking Card shall not be issued by the Customer to any other parties and to do so shall be considered a fundamental breach of the Agreement;



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- 1.13. accept that, should the Contract Parking Card be lost or destroyed, it shall be the applicant's responsibility to inform the Facility manager immediately. A fee of €20 will be charged for the issue of any replacement Contract Parking Cards;
- 1.14. accept that, should the Contract Parking no longer be required by the user, it shall be the applicant's responsibility to inform the Facility manager immediately. Backdating of parking charges will not apply;
- 1.15. accept that the completed agreement together with any documentation submitted with the agreement will be required to be retained by Cork City Council for the purpose of audit inspection by both the Local Government Auditor and the City Council's Internal Auditor for a period of no longer than 2 ½ years.

2. Opening Hours (excl Bank Holidays)

Monday-Saturday	07.30-21.30
Sunday	11.30-21.30

3. Termination of Agreement

If at any time during the term of this Agreement the City Council reasonably judges that

- a) the Customer has abandoned the Agreement, or
- b) the Customer is otherwise persistently or fundamentally in breach of the Terms & Conditions of this Agreement

the City Council may consider the Customer to be in breach of this Agreement and may consider the termination of this Agreement by notice in writing to the Customer. Such termination shall be immediately effective and shall be without payment of any compensation to the Customer in respect of any loss claimed by the Customer.

4. Disclaimer

Cork City Council, its employees or agents disclaim all liability for any accident, loss, or damage to persons, vehicles, accessories or contents which occurs whilst the applicant is within the Facility or any Facility Structures. All persons using the Facility or any Facility Structures at any time, do so at their own risk in all respects.

Please complete section below. All fields are mandatory

Customer Name: _____

Address _____

Car Registration _____

Contact Phone No: _____

Contact E-mail: _____

I hereby accept and agree to the above T&C:

Signed: _____

Date: _____

Office Use Only:

Application Received	
Contract Approved	
Customer No	
Card Numbers Issued	
Date of Issue	