

Conditions for Car 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 for a normal city centre car park 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.

Consumers and non-Consumers

1. If you are buying the Service as a consumer you have additional protections under the Consumer Rights Act 2022. These protections are also included in these Conditions. A consumer is a living individual *acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession*.
2. If you are **not** buying the Service as a consumer some protections in these Conditions do not apply to you. We will make it clear in these Conditions if protections do **not** apply to individuals who are not consumers by stating **Consumers only** immediately before the section.

The Agreement

3. If you are buying the Service online or through the Dublin Airport App (an **Online Customer**) the confirmation we email to you (a **Confirmation**) and these Conditions read together are an agreement (an **Agreement**) between you and daa. No other document or communication forms part of the Agreement. If you are simply driving into our car parks and locate a **Space** (see section 6 and in particular A to D) without buying online in advance (a **Drive-up Customer**) these Conditions and all notices at prime visible locations within our car parks setting out pricing and other key terms read together are an agreement (also an **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 that applies to you please contact our services team via email on parkingdublin@dublinairport.com or call us +353 1 944 0440.
4. In these Conditions *you, your* and *yours* means the individual that buys the Service online as an Online Customer and if different the person driving the vehicle into the car park. If you are a Drive-up Customer then *you, your* and *yours* means the person driving the vehicle into the car park.
5. 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 1 944 0440
For existing customers please quote the reference number on the Confirmation.

What is included in the Service?

6. We provide the following as part of the Service:

- For Online Customers, the use of space in the specified car park by the vehicle with the registration number you provided and for the time period all shown on the Confirmation. For Drive-up Customers, the use of space in the car park where you parked up to a maximum period of 4 weeks (after this period daa may exercise its rights under section 8). You must always comply with A, B, C and D below in choosing a specific parking space unless our car parking operatives direct you to park in another location.
 - A. Some car parking spaces are dedicated for the use of certain individuals e.g. disability access spaces. **Do not park** in these spaces unless you and/or the people travelling with you satisfy the relevant criteria.
 - B. Some car parking spaces are for electric charging, these should be **used for the period stated on the electric vehicle charging infrastructure** and are not to be used for extended parking beyond this period.
 - C. Some car parking spaces are for our own use or the use of our service providers such as car hire, hotel and staff, **do not park** in these spaces unless you have permission from both daa and the relevant service provider to do so.
 - D. Certain high sided vehicles may not use our short term multi-storey car parks and a dedicated short term surface car park is available for use.
- Note: **daa may need to move vehicle within a car park for safety, operational or other good reasons but the vehicle will remain in the car park you originally parked in.** Subject to daa's right to move your vehicle and provided you have parked in space in the car parks following the rules at A, B, C and D above then 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**. If you think we may have moved the Parked Vehicle when you return to the car park or are having difficulty finding it please call our service team on +353 1 9444828 and they will try to help you locate it.
- If the Space is in a long-term car park you may use the car parking shuttle bus that operates between that car park and the Airport terminals to transport passengers and luggage.

What is excluded from the Service?

7. We never provide the Service to the bespoke needs of any individual customer except for those specific variables (e.g. period of stay, car park location and type of car park space) set out in section 6. 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 other users of our car parks that cause damage to you, your travelling companions or to the Parked Vehicle.
- Any assurance that you will always get to your flight on time. You should follow your airline's recommendations to be at the Airport Terminal giving yourself sufficient time to check in or bag drop (if applicable), to go through security screening and to travel to your gate.

The Service must only be used for non-commercial purposes. We reserve our right to determine whether business activities are taking place at the Airport and whether the purposes are non-commercial.

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. We may use our powers under the Byelaws to recover any underpayment of car parking or other charges under the Byelaws.

The Vehicle Owner

9. 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.
10. **Subject to point 8, 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

11. The price for the Service for Drive-up Customers is the rate per day, part of a day or per hour shown in euro (EUR) at the pay stations and entry barriers to our car parks (the **Gate Price**). You must pay this price before removing the Parked Vehicle from our car parks. Our payment machines in most cases accept cash and card payments.

We charge VAT at the applicable rates and this is included in the price for the Service. Our VAT number if you are not a consumer is 9514053P.

12. The price for Online Customers is the price shown in euro (EUR) on the Confirmation. **daa may charge the Gate Price (less any discount we in our discretion decide to provide) to Online Customers for any period(s) the Parked Vehicle remains in the Space after the time shown on the Confirmation. Online Customers must pay this additional Gate Price at the exit barrier. We will use the vehicle number plate recognition system to calculate the charge by reference to the Gate Price and you may pay this price using a debit card at the exit.**

Online Purchase is not always available

13. Certain short stays in our car parks are for Drive-up Customers only and stays which are too far in the future and are not available to buy online. When our car parks are almost full at particular times we stop selling the Service to Online Customers.

Payment Cards

14. We accept Visa, Mastercard and Amex most major credit and debit cards for Online Customers paying for the Service subject to these cards functioning correctly at the time of payment. Gate Customers can pay using Visa and Mastercard 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 Online 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 in order to verify payment. **If at a later point in time the payment 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;**
- **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.**

If you are an Online Customer you must bring the Confirmation in paper or virtual format as you may be required to scan the QR Code on the Confirmation where our number plate recognition system fails to identify the registration number on the Parked Vehicle. We reserve our right to take further steps to verify your purchase and identity if neither the number plate recognition or the payment card recognition systems successfully identify you. Where we cannot verify your booking at the entry barrier to our car park you may asked to pull a ticket and pay the Gate Price and seek a refund of the Gate Price you paid. You must produce evidence of the Confirmation to allow us verify it is correct before we can process this refund.

Cancelling the Service

15. If you are an Online Customer and if you have not used any part of the Service we may at our complete discretion and subject to cancelling at least four (4) hours before car park entry allow you a full refund. You should access the Manage Booking section of our website or App to find out if this applies to you. Subject to section 16, we will pay refunds to the payment card used (see section 14) at the time you bought the Service. We will refund in euro at no additional charge. We reserve the right to restrict refunds and cancellations to particular time periods or to remove this functionality, however, **Online Customers who are also consumers may still be able to use the right in section 16 to cancel within 14 days of buying the Service.** We will email the cancellation details to the email address you provided us when you bought the Service to confirm a cancellation or change.
16. **Consumers only** If you are an Online Customer you have a right to cancel your purchase on the terms set out below. **PLEASE NOTE HOWEVER that when you bought this Service online you expressly consented and acknowledged that you lost the right to cancel once we have fully provided the Service.**

Consumers only If you are an Online Customer you have the right to cancel the Agreement within fourteen (14) days (the **Cooling Off Period**) without giving any reason. The Cooling Off Period will expire after fourteen (14) days from the day of the conclusion of the Agreement (i.e. the date of the Confirmation when you purchased from us). To exercise the right to cancel, you must inform us. We prefer to receive cancellations through Manage My Booking which can be accessed on your Confirmation you may also complete the Cancellation Form below/overleaf and return it to us.

If you wish to contact us you may do so:

- by email at parkingdublin@dublinairport.com,
- by telephone +353 1 944 0440, or
- by writing to us at daa plc, Three The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin K67 X4X5, Ireland.

You may use the cancellation form below/overleaf but it is not obligatory. If you use this option, we will provide an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Consumers only If you cancel this contract, subject to you not having used of the Service, we will reimburse payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed of your decision to cancel this contract. We will carry out such reimbursement using the same payment card details as you used for the initial transaction (see section 14), unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you used the Service during the Cooling Off Period, you must pay us an amount which is proportionate to the Service that we have provided to you. We will charge for the number of days or parts of days that the Parked Vehicle remained in the Space up to cancellation. For example, if the Service under the Agreement covers eight days and the Parked Vehicle remained at our car parks for

four days we will refund half of the price. If the Parked Vehicle remains in the Space after cancellation then we reserve our rights at section 8 of these Conditions.

Cancellation Form

Complete and return this form only if you wish to cancel the contract.

To daa plc, Three The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin K67 X4X5, Ireland:

I/We [] hereby give notice that I/we [*] cancel my/our [*] contract for the provision of the following service [car parking space], Ordered on [*/received on [*],*

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) [only if this form is notified on paper]

Booking reference number

Booking email address

Date

17. **Consumers only** If you cancel the Agreement under sections 15 or 16 then our default process is to refund the price you paid to the payment card used for payment. If you wish us to refund to another payment card you will need to contact our Car Parks Service team on parkingdublin@dublinairport.com. That team may seek evidence that you are who you say you are. Refunds will not be made to other parties who did not buy car parking due from us to the risk of fraud occurring. You must use euro (EUR) to buy from us. **If you have used another currency to buy the Service we may apply reasonable currency exchange charges at our discretion.**

Your Rights

18. 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 20, 21, 28 and 29 below. The Service described in section 6 (excluding those services in section 7) is the same for all Drive-up Customers and all Online Customers respectively. The Service is not designed to meet the specific needs of any individual customer.
19. **Consumers only** Under legislation for the protection of consumers we are required to have the necessary skill to provide the Service and we must use reasonable skill and care in providing the Service to you. Any materials we use to supply the Service must be sound and fit for their purpose.

Your Recourse

20. If you are unhappy with any aspect of the Service you may access our car park customer service team by emailing us on: parkingdublin@dublinairport.com or telephoning us on +353 1 944 0440.

21. **Consumers only** If you remain unhappy with the outcome after using our complaints handling process we have set up a voluntary dispute resolution process that you may also use. You may direct the dispute concerning the outcome to the following address customersupportescalations@daa.ie and we will respond with our determination within 14 days. This voluntary dispute resolution process does not prevent you pursuing a claim against us in court (see sections 28 and 29).

The Period of the Agreement

22. The Agreement lasts for the period we provide the Service and a reasonable period to address payments, refunds 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

23. **You are not permitted to sell the Service that you buy from us on to another person. We are only required to provide the Service to you.**

Force Majeure

24. 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. We will provide a full refund of the amount you paid for the Service to you if this happens. **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

25. **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. If you are not buying the Service as a consumer**
- 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.**

Changes to these Conditions

26. We may change or update these Conditions from time to time, but a change does impact the Agreement unless we are required to change the Conditions by law. If you are an Online Customer the version of these Conditions we send you with the Confirmation applies to the Agreement. If you are a Drive-up Customer the Conditions that are shown on our website on the day you commence the Service are the Conditions that apply to 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

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

Legal Disputes

28. The Agreement is governed and construed under the law of Ireland (excluding the law of Northern Ireland).

29. The Courts of Ireland have non-exclusive jurisdiction to determine disputes.