

Car Park & Transport

Terms and Conditions of Use of

Maldron Hotel Dublin Airport

You should read these Conditions of Parking carefully as they contain important information regarding your legally binding contract with us.

1. The Agreement between you and us

- a. Once you have booked and we have received payment for that Booking, you are entitled to park the designated vehicle in our car park. You must park your own vehicle and retain your keys. Parking is at your own risk. We cannot park your vehicle for you, nor look after your keys. These Conditions of Parking apply to your use of the Car Park.
- b. We intend relying on these Conditions of Parking. If there is anything you do not understand or do not agree with please discuss this with us before you enter the Car Park or leave your vehicle with us.
- c. Our employees or authorised agents are not permitted to make any representations unless these are confirmed in writing. If we agree changes please ask us to confirm them in writing. We can then avoid problems over what has been agreed between us.
- d. Nothing in these Conditions of Parking affects your statutory rights.

2. Our liability for loss or damage to Property

- a. We cannot guarantee the security of our Car Park as members of the public have access to it at all times. We do not guarantee to you that security measures that we have in place, for example CCTV or patrols, will be working at all times or, even if they are working that they will be effective in preventing loss, damage, or theft or in identifying who might be to blame.

- b. All persons entering the car park do so at their own risk and neither the Company nor any person acting on its behalf accepts liability for any damage loss or theft of or from any vehicle or any damage caused to a vehicle, unless caused by the negligence, willful act or default or breach of statutory duty by us or our employees servants or agents.
- c. For the avoidance of doubt we will not be liable for any loss or damage:
 - i. to property resulting from your failure to comply with any of these Conditions of Parking
 - ii. occurring as the result of reasonable wear and tear or ageing of any vehicle
 - iii. which cannot be proven to have occurred as a direct result of the negligence of our employees servants or agents
 - iv. resulting from exceptional weather events or natural disasters or any other circumstances beyond our reasonable control

3. Prohibited activities

- a. No vehicle shall be towed into the Car Park or enter otherwise than under its own mechanical power and no work or repairs or maintenance to or washing of or cleaning of vehicles by you or anyone on your behalf shall be done in the Car Park.
- b. No activity in connection with the selling, hiring or other disposal of the vehicle shall be carried out in the Car Park.
- c. No commercial activity shall be conducted from any vehicle or otherwise within the Car Park.
- d. No vehicle shall obstruct any access or circulation area within the Car Park.

- e. No person shall do anything in the use of the Car Park that may be a nuisance or inconvenience to us or any other user of the Car Park.
- f. No vehicle shall cause any unnecessary noise, vibration or exhaust fumes within the Car Park.
- g. No person shall do any act or thing which may render valid or void any policy of insurance effected in respect of the Car Park.
- h. No person shall park in spaces designated as being reserved unless entitled to do so.
- i. No person shall deposit any rubbish, litter or refuse of any kind in the Car Park, other than in proper receptacles.
- j. No person shall pour or transfer any fuel, oil or lubricant into or out of any vehicle.

4. Safety in the Car Park

- a. You must drive and park carefully and with due care and attention at all times.
- b. You are responsible for the safety of your passengers, particularly children. You must not allow them to be put in danger, or where they could cause an accident. In particular, children must not play in the Car Park and must not be left unaccompanied.
- c. You should always be aware of other vehicles in motion.
- d. You must comply with all directions and signs from time to time posted in the Car Park and all instructions or requests given or made from time to time by any of our employees or agents for regulating traffic and controlling the positioning of vehicles within the Car Park.
- e. You must ensure that animals are kept secured on a lead when outside your vehicle.

- f. Unless requested by us or one of our employees, servants or agents not to do so, you must ensure that before you leave your vehicle:
 - i. your vehicle is securely locked
 - ii. all the windows of your vehicle and any sunroof are securely locked
 - iii. your handbrake is fully engaged and your vehicle left in gear (or, if it is an automatic, left in "Park" mode)
 - iv. if your vehicle is fitted with a steering lock or similar device that it is engaged
 - v. no person or animal is left in your vehicle
 - vi. your possessions are taken with you or removed from sight and placed in the boot wherever possible.

5. Vehicle size

- a. You are required to observe all reasonable restrictions as shall from time to time be made by us in respect of the height length or width of vehicles to be parked in or allowed access to the Car Park.
- b. It is your responsibility to ensure that your vehicle satisfies any vehicle size restrictions imposed in relation to the Car Park. No refund will be given under any circumstances if your vehicle does not comply with any vehicle size restrictions and you are required to leave the Car Park.

6. Where you can and cannot park

- a. Unless specifically requested to do so by us or our employees, servants or agents you should not under any circumstances:
 - i. park in a no parking area
 - ii. park on a double yellow or double red line

- iii. park other than in a designated parking bay
 - iv. park in a bay reserved for persons with reduced mobility unless you are entitled to do so and without displaying the required ticket
 - v. park across two parking bays
 - vi. park in a space that is marked as “reserved” without authorisation
 - b. Unless directed to do so by a member of our staff, if you park in a space taking up more than one parking bays, you will be liable for the additional cost of any space(s) used or at our reasonable discretion for the price of moving your vehicle as per Section 9 below.
7. Damage to Other Vehicles or Property Within the Car Park You are responsible for any damage or injury you cause whilst driving or parking your vehicle. We will use all information available to us, including but not limited to CCTV and booking records, to investigate incidents. If requested, we will supply our records and information to the police or insurance companies. Should you damage another vehicle or any part of the Car Park you must report the matter immediately to a member of our staff and give him or her the registration numbers of both vehicles together with your full name and address and the name and address of your insurance company together with your policy number. In doing so, for the purposes of the data protection legislation and any other relevant law you are consenting to our passing this information on to the owner or driver of any other vehicle involved. You may be required to make good to our reasonable satisfaction any damage caused to the Car Park or to pay to us on demand the cost incurred by us in making good this damage.
8. Damage to Your Own Vehicle
- a. No claim of any description can be considered by the Company after your vehicle has left the Car Park. It is your responsibility to check the vehicle before departure. In the event of a problem, a written incident report must be completed and signed by both you and a representative of the Company agreeing the facts.

- b. In the event of any damage to or theft from a vehicle, you must inform your insurers immediately and advise the Company in writing within 2 days.

9. Rights of the Company with respect of vehicles

- a. Every vehicle in the car park is subject to a lien for all charges due from the vehicle owner to the Company and the Company reserves the right to refuse to release your vehicle until those charges have been paid.
- b. We reserve the right to move your vehicle within the Car Park by driving or otherwise to such extent as we think in our discretion may be reasonably necessary to avoid obstruction. We further reserve the right:
 - to remove a vehicle from the Company's premises, by driving or otherwise, if it is reasonably considered to be causing a risk or a potential risk, to the users of the car park. The Company will consider a vehicle to be a risk if it is blocking an emergency exit; causing a fire hazard; posing a security risk or health and safety risk, or any other situation in which other users of the car park or the hotel may be at risk.
 - to remove any vehicle at any time to any other location as we reasonably deem appropriate where the Car Park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency or otherwise.
 - to enter a vehicle (and to use force if necessary) in such a manner as we think necessary without being liable for damage caused to facilitate the exercise of the rights given to us in these Conditions of Parking or to abate any nuisance caused by your vehicle.
 - to move your vehicle for the more efficient arrangement of our car parking

facilities or to remove immobile vehicles from the flow of traffic or to place vehicles parked over multiple bays into a correct parking bay.

- to the extent that it may be necessary to do so in the exercise of the rights given to us in these Conditions of Parking, we, our employees, servants or agents have the right to drive or otherwise take any vehicle out of the Car Park (including on to the public highway) or tow it away.
 - to move your vehicle if it is parked without authorisation in any area of the Car Park which is cordoned off.
- c. Before removing a vehicle from the car park the Company will make reasonable enquiries to identify and contact the owner of the vehicle.
- d. The Company may choose to employ the services of a third party contractor to tow or otherwise remove the vehicle from the premises and the vehicle owner may be liable for any associated removal costs.

10. Abandoned vehicles Any vehicle left in the car park for more than the period it is booked for, may be considered abandoned. The Company reserves the right to dispose of any vehicle it reasonably believes to have been abandoned. Before disposing of abandoned vehicles the Company will make reasonable enquiries to identify and contact the registered keeper of the vehicle. Maximum stay permitted is 14 days without prior written agreement with the Company.

11. Shuttle Bus Service

- a. Maldron Hotel Dublin Airport provides a 24-hour operational shuttle bus service between Maldron Hotel and the Airport. This is operated on a hotel schedule & on a first come first served basis.
- b. You are advised that it is your responsibility to allow an adequate amount of time to find a parking space, unload luggage and passengers, secure the car and walk to the shuttle bus pick-up area. Furthermore it is

your responsibility to allow sufficient time for transfer between Maldron Hotel Dublin Airport and the Terminal using the shuttle bus service bearing in mind the check-in times specified by your carrier.

- c. Maldron Hotel Dublin Airport does not accept responsibility if you miss your flight, check-in or any other transport or other arrangements because you have not allowed adequate time or if the shuttle bus service is delayed e.g. due to exceptional traffic or weather conditions or any other unforeseen circumstances.

12.What Happens if You Breach These Conditions

- a. If you breach these Conditions of Parking we reserve the right to require you to leave the Car Park immediately. In these circumstances you will be required to pay for your stay in the Car Park. If you have pre-booked you will not be entitled to any refund for your booking. We also reserve the right to prohibit you from entering any of our Car Parks in the future.
- b. We further reserve the right to prohibit entry into any Car Park if, in our reasonable discretion, we believe entry will or is likely to result in a breach of these Conditions of Parking.