

In Plain English.

We want our customers to understand what it is they are agreeing to when opening and operating an account with us.

Here is a summary of changes introduced in this revision however, as always, we recommend you read the document in its entirety

1. This update introduces a new service feature. An IOU Service for TollTag.ie. See Section 4.14
2. Section 5.7 introduces a Direct Debit Decline Fee. This fee is necessitated to offset the significant cost of manual intervention.
3. Typos. With every version we take the opportunity to correct any typos we have missed in previous versions.

Terms and Conditions Combined V1.2

Replacing

Terms and Conditions Combined V1.1 April 2019

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ParkMagic TollTag - Terms and Conditions (Combined)

V1.2 August 2019

Effective From 9/8/2019

1. General

1.1 These Terms and Conditions supersede and replace

Terms and Conditions Combined V1.0

1.2. In these Terms and Conditions we, Park Magic Mobile Solutions Limited (Registered in Ireland #398851 - hereinafter ParkMagic), define a Service User as an individual or a company that uses our parking, parking pre-booking, toll payment or other systems with or without a third party. For the avoidance of doubt TollTag.ie is a trading name of ParkMagic and any term or clause referring to TollTag.ie shall be regarded as having issued from ParkMagic.

1.3 For simplicity both TollTag.ie and Park Magic Mobile Solutions Limited are referred to in this document as ParkMagic

1.4. ParkMagic is the operator of a parking system for parking payment by reference to the vehicle license plate whereby payment is activated by a mobile phone (Service). ParkMagic operates as a Disclosed Agent, operating the parking system on behalf of the parking space owner and is not the owner of parking spaces.

1.5 TollTag.ie is a trading name of ParkMagic. ParkMagic, under the brand TollTag.ie, operates toll payment services in the Republic of Ireland.

2. Interpretation

In the Agreement the following words and expressions shall have the following meanings unless the context otherwise requires:-

Account:	the User's account with ParkMagic;
Account Application:	The online application which must be completed by the User prior to opening an Account. It includes a specific assent to these terms and conditions
Account Fees:	The charges levied in accordance with our published pricing as may vary from time to time upon receipt of the notice period specified within these Terms & Conditions. These charges include but are not limited to Account Monthly Fees and TopUp Fees where applicable.
Agreement:	The agreement between the User and ParkMagic for the maintenance of an Account and for the use of the TollTag by the User in accordance with the terms and conditions set out herein, together with the terms of the TollTag Installation Guide which may be published by ParkMagic from time to time. The Agreement is only available in the English language;

Bonus:	means additional credit added to the user account by ParkMagic from time to time for the sole purpose of purchasing additional services. Any and all of these bonus awards have no cash redemption value whatsoever and on cessation of the ParkMagic service by the user or by ParkMagic in compliance with the terms of this agreement any such unused bonus awards are forfeit.
Dormant Account:	A customer account is deemed Dormant if no Debit transactions save Account Fees have been registered to the account for a period of 12 consecutive months
Low Balance Level:	Means the low balance level chosen by the User in the Account Application Form. When a Users Account Balance falls below this level a topup attempt is triggered
Mandate:	A direct debit or other continuous authority mandate authorising the payment to ParkMagic of a sum of money
Method of Payment:	A payment made by either Credit Card, Debit card, or banking Direct debit
Minimum Balance:	The minimum balance as may be determined by ParkMagic from time to time and notified to Users, that a User must maintain in his/her Account at all times.
Misuse:	The failure to act in accordance with the provisions of this Agreement, including such other acts or omissions that ParkMagic may specify and notify to Users from time to time
Service:	Any service or combination of services provided by ParkMagic (e.g parking payment service, toll payment service etc)
Service Charge:	A monthly or per event fee payable to ParkMagic by the User for a toll transit, parking or other event as announced by ParkMagic from time to time and as may be varied by ParkMagic at any time on giving notice to Users in Accordance with this Agreement.
Tag:	The Tolltag.ie transponder to be affixed to the User's vehicle to facilitate the electronic collection of Tolls under the terms of the Agreement in respect of the use of one or more Toll Facilities
Tag Installation Guide:	The instructions for the installation and use of the TollTag published online as may be amended by ParkMagic and notified to the User from time to time
Tolls:	The tolls leviable under the terms of the relevant Toll Bye-laws and/or tolls or charges payable in respect of the use of a Toll Facility
Toll Facility:	Any Toll Scheme or other service which may be used or accessed with a TollTag as notified by Tolltag.ie from time to time
Toll Scheme:	Any toll scheme operated in accordance with the Roads Act, 1993 as amended from time to time
User:	The person or body corporate who utilises any Service provided by ParkMagic

2. These Terms

2.1. Display Of Terms.

These General Terms and Conditions are displayed on the websites of ParkMagic at www.parkmagic.net and www.tolltag.ie ParkMagic 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. Service Users are prohibited from assigning rights and/or obligations to third parties relating to services supplied by ParkMagic and contained in these Terms and Conditions without prior written permission from ParkMagic.

2.2 Communication

ParkMagic shall notify Users of changes to this Agreement by publishing a notice of such changes on the ParkMagic.net and TollTag.ie website and by posting said notice on the ParkMagic Facebook Page . Such changes shall not come into effect until at least 14 days after such publication. The Published Notice shall take the form:

'NOTICE: There will be changes to our published Terms and Conditions. These Changes will take effect on {date}. Please refer to {link} to familiarise yourself with these revised terms.'

at a minimum , although additional explanatory text may be provided

2.3 Consent To Communicate

By activating your personal account on www.parkmagic.net you are required to provide an email address & mobile phone number(s) for account verification purposes and hereby consent to allow ParkMagic to use this data solely for the purposes of providing service alerts, notifications of enhancements, discount programs and other service related information. Your email and/or mobile phone numbers will not be disclosed to any third party save as required by law.

3. Using ParkMagic Parking Services

3.1 Service Terms

3.1.1 The Service involves the placing of a phone call or mobile App request or website request to the ParkMagic system to make payment for the issue of a permission to park in a certain location at a certain time for a period of time (Parking Permit). At all times the issue of the Parking Permit is further subject to the regulations of the Local Authority/Parking Site Owner/Operator in force at that given time or place. The Service User does not pay a registration fee to ParkMagic to use the Service.

3.1.2. The Service User is responsible for cautious handling of any password and P.I.N necessary for accessing their personal account on the website.

3.1.3 Should any password or PIN become disclosed to any unauthorised third party the Service User agrees to notify ParkMagic by email or phone in order to deactivate the account and reopen it with a new PIN or password.

3.1.4. To validate a parking transaction, the Service User must either call the ParkMagic phone number applicable to the location in which the Service User wishes to park or utilise the ParkMagic App to instruct the Service or use the ParkMagic Website facility to instruct the Service. The Service User should have the Calling Line Identity (CLI) service enabled on their mobile phone in order that the ParkMagic Service can speedily process the call.

3.1.5. The Service User cannot claim any right to a parking space by using ParkMagic services. Instructions to ParkMagic via mobile telephone or landline are subject to the regulations of the Local Authority/Parking Site Owner in force at that given time or place.

3.1.6. The Service User should note that not all parking areas use ParkMagic. The Service User hereby agrees to use ParkMagic in a proper manner only in areas permitted by the parking space owner (normally but not exclusively the Local Authority). Should the Service User fail to abide by this requirement then the Service User is solely responsible for any liabilities incurred.

3.1.7. 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 to the Service requesting a Parking Permit. Where parking is activated via web or App interaction, confirmation is displayed on screen.

3.1.8. In the case of unavailability of the service due to a fault in the parking system of ParkMagic or in a network system of any third party/parties, the Service User is obliged to pay for parking by another valid method i.e. the display of a valid pre-paid parking disc or machine issued ticket or other means as defined by the regulations of the Local Authority/Parking Site Owner in force at that given time or place.

3.1.9. Where the Service User no longer wishes to use the services of ParkMagic he/she should no longer place phone calls to the Service or use any mobile Apps that facilitate connection to ParkMagic systems for the purposes of parking payment.

3.1.10. ParkMagic retains the right to cancel or refuse to provide the service to a Service User or to a new applicant without stating any reason.

3.1.11. By activating and using your ParkMagic 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 ParkMagic in writing or by email whereupon you will be removed from the Service.

3.1.12. 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, the Users mobile and fixed line telephone provider and the service of the telephone company. ParkMagic cannot 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/data messages in time.

3.1.13 Operator Assisted Parking. In certain circumstances Users may contact the ParkMagic contact centre and instruct a live operator to activate process payment for their parking payment. In cases where the use of the App or automated telephone service was available then ParkMagic reserves the right to apply a nominal handling fee in order to process the request. See Section 5 for full details on Fees & Charges.

3.2 Payment of Parking Fees

3.2.1 ParkMagic provides a Pay as You Go Payment option. The Service User may apply credit to their Account by means of any of the methods made available by ParkMagic from time to time and may thereafter use the Service. The amount of the credit will reduce as a result of calls to the Service that result in the issue of a Parking Permit. No Parking Permits will be issued to the Service User once the Account balance reaches a level insufficient to pay for the Parking Permit in its entirety.

3.2.2 In addition to online and automatic topups, ParkMagic provides a TopUp service which is accessible by calling the telephone number as defined by ParkMagic from time to time. The TopUp Service permits callers to check their Account balance and to enter the details of the TopUp 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 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.

3.2.3. ParkMagic will deduct all amounts due for parking, mobile text messages and other services as they occur from the Service Users Account.

3.2.4. Details of parking and other transactions and fees incurred can be viewed on the Service Users statement, which can from time to time be accessed via the internet. There is no charge for this account statement service.

3.2.5. The Service User must have a sufficient facility on his/her/its bank account or other agreed payment method to enable ParkMagic to collect fees due. Where this is not the case ParkMagic may, at its sole discretion, cease or temporarily suspend service to that Service User.

4. Using TollTag.IE Toll Payment Services

4.1 TollTag Purchase

In order to use Toll Payment services it is necessary to either purchase or lease a TollTag

4.1.1 TollTags Ordered by Internet or Telephone

In the case of a User who is a Consumer and who obtains a TollTag over the Internet or by telephone, such individual may be entitled to exercise a statutory right of cancellation of his/her order. If the right of cancellation does apply, such a User may exercise this right within 14 working days of receipt of the TollTag and must return the unused TollTag within 28 days in its original packaging and at the cost of the User to Tolltag.ie, Riverfront, Howley's Quay, Limerick V94 WTK7 Ireland.

4.1.1 B2B Restocking.

B2B Service Users incorporated in Ireland who wish to cancel an order for Service(s) where TollTag(s) have been allocated for delivery or shipped to the Service User shall be subject to a restocking fee of €3.00/unit. Note this fee does NOT apply to consumers.

4.2 Toll Account Terms

TollTag.ie currently offer four Account Types.

Pay As You Toll
Pay As You Toll+
TollTag Lease
TollTag FLEET

Your Account Type selection will govern the terms that are applicable. For all account types Tolltag.ie shall provide the User with the TollTag either by way of purchase or Lease and the User shall:

1. Install and use the TollTag in the vehicle in accordance with the TollTag Installation Guide ensuring that the TollTag is at all times properly attached at the correct location on the vehicle windscreen.
2. Users are also advised that they must ensure that the license plate information for each vehicle corresponds with the TollTag in that vehicle and that the license plate information is entered in the Users Online Account. Users in any doubt as to the correct configuration should contact customer care support@parkmagic.net without delay.
3. only use the TollTag for the vehicle(s) class for which it is configured. You may change this class at any time by contacting support@parkmagic.net
4. notify Tolltag.ie of any changes of ownership of a vehicle in respect of which a TollTag was issued

5. not transfer, sell, dispose of, damage or tamper with the TollTag or use the TollTag fraudulently or illegally
6. exercise all possible care to ensure that the TollTag is not lost, stolen or Misused
7. give ParkMagic all information in his/her possession regarding any loss, theft or Misuse of the TollTag and will take all steps Tolltag.ie deems necessary to assist the recovery of the TollTag
8. avoid carrying TollTags issued by third parties other than Tolltag.ie in the same vehicle as that carrying the TollTag it being acknowledged by the User that the failure to comply with this clause may result in the incurring of unintended Toll Charges. In the event that these charges cannot be recovered then the User is liable for such charges
9. In the event the TollTag is moved to a different vehicle, immediately update the TollTag.ie account information to reflect the registration number of the vehicle the TollTag is in. This can be conducted online or by email to support@parkmagic.net. The User acknowledges and accepts that changes may take up to 24 hours to take effect on all Toll Roads. Within this 24 hour period the User remains liable for all Toll Charges levied to the Account by a Toll Road. **This is especially important where you sell your vehicle. If you do not remove your vehicle registration from the account then M50 charges may continue to accumulate on the account . The User is responsible for such charges.**
10. Pay Account Maintenance Fees (if any) as and when they become due.

4.2.1 Pay As you Toll+ and 'Lease' and FLEET Account types

In addition to those terms defined in 4.2., Users of Pay As You Toll+ and Lease Account Types shall

4.2.1.1 Maintain a valid payment method on the account at all times.

The User agrees that their PAYT+, Lease or FLEET type account shall have a Method Of Payment at all times. Should the User decide to remove the Method of Payment from their PAYT+ or Lease Account then the Account shall be suspended until such time as a valid Method Of Payment is attached to the Account.

4.3 Notification of Fault, Loss, Theft or Misuse of your TollTag(s) or Account

4.3.1 If the TollTag is faulty, lost, stolen or is otherwise in any way liable to Misuse the User must immediately notify Tolltag.ie by telephone on 061-311422 or by email to support@parkmagic.net (or such other numbers or addressed as notified from time to time). **Until Tolltag.ie receives such confirmed notification, the User will remain liable for any use of the TollTag.** After Tolltag.ie receives such confirmed notification, the User' liability for any subsequent Misuse of the TollTag will cease.

4.3.2 Once the TollTag is notified as being faulty, lost, stolen or liable to Misuse, the User shall make no further use of the TollTag even if recovered and notify tolltag.ie at 061-311422 or by email to support@parkmagic.net.

4.4. Payment of Road Tolls

Tolltag.ie shall be entitled to deduct from the funds received from the user from time to time in order to discharge tolls and any associated fee(s) levied by the relevant toll road(s) in connection with a transaction.

4.5 Transaction History

Tolltag.ie will available on its website for viewing by the User an on-line transaction statement detailing each individual Toll transaction on the Account for the previous 30 days or such other period as Tolltag.ie may from time to time determine. **Records of older transactions will be supplied by email only on request of a email request to support@parkmagic.net. Requests may take up to 14 days to fulfil.**

4.6. Suspension

4.6.1 When the balance on an Account has fallen below the Low Balance Level, Tolltag.ie will, using the payment details provided by the User, automatically seek a further payment from the User to bring the Account above the Low Balance Level. In the event of a payment failure, Tolltag.ie will immediately suspend the Account until successful payment of the Top-Up Amount is made. Tolltag.ie may provide notice that a Low Balance Level has been reached and such notice may include an amber light displayed at the Toll facility.

4.6.2 In accordance with Clause 4.1.2, Users of Pay As You Toll + and Lease Account Types shall maintain a valid Method of Payment on their Account. This is a valid and current Credit or Debit Card or Direct Debit mandate. Failure to do this will result in suspension of the Account until a valid Method of Payment is added to the Account.

4.7. Termination

The Agreement or the right to use the Service may be terminated at any time by notice from:-

- (a) ParkMagic to the User, if 14 days or more (or such other reasonable term as ParkMagic may determine from time to time) have elapsed from the suspension of an Account pursuant to Clause 4.6 and the User has failed to ensure that the Account holds at least the Low Balance Level
- (b) Either party to the other of at least one week
- (c) ParkMagic to the User, if the User has, in the opinion of ParkMagic, misused or failed to use the TollTags allocated or made fraudulent or any other unauthorised or illegal use of the TollTag or other use not in accordance with this Agreement.
- (d) ParkMagic to the User, if the User is in breach of any of the terms of the Agreement if such breach is incapable of remedy or, if capable of remedy, such default continues unremedied for 7 days after notice thereof has been given by ParkMagic to the User.

4.8. Return of a TollTag - Applies only to "Pay as you Toll+" or "Lease" Account Types

4.8.1 The TollTag is the property of ParkMagic. The TollTag must be returned to ParkMagic by post or delivered to ParkMagic t/a Tolltag.ie, Riverfront, Howley's Quay, Limerick V94 WTK7 if:

- (a) ParkMagic notifies the User that it intends to replace the TollTag
- (b) The TollTag is notified lost, stolen or liable to be misused pursuant to Clause 4.3 and it is then retrieved
- (c) The Agreement is terminated pursuant to Clause 4.7
- (d) The TollTag is notified faulty pursuant to Clause 4.3

4.8.2 ParkMagic will charge a **Replacement/Damaged TollTag** (See Section 5) Fee for each TollTag that is returned damaged or tampered with or is not returned to ParkMagic within 28 days any events referred to in clause 4.7 occurring. Tolltag.ie shall be entitled to apply any balance remaining in the User Account towards the payment of this charge. **For the avoidance of doubt, smoke discoloration that cannot be removed by reasonable effort with domestic detergent is considered damage under this clause. TollTags exhibiting such damage will attract a Replacement/Damaged TollTag Fee**

4.9. Compliance

The User shall comply with any TollTag Installation Guides or any other instructions for use of the TollTag issued by Tolltag.ie from time to time with all applicable laws relating to the use of Toll roads within the Republic of Ireland.

4.10.Changing Toll Services Account Types

4.10.1 A Pay As You Toll+ or Lease Account Type User may change their Account Type to Pay As You Toll by purchasing the TollTag in their possession for an Upgrade Fee (See Section 5)

4.10.2 A Pay As You Toll user may upgrade their account type to Pay As You Toll+ or Lease Account Type by contacting support@parkmagic.net. Immediately upon upgrading the User agrees to pay the Account Maintenance Fee as defined herein for the calendar month in which the Upgrade occurred and each subsequent calendar month without exception unless and until service is terminated in accordance with this agreement

4.11 Toll Service User Responsibilities

By using the the toll payment Service the User:

- (a) is responsible for ensuring that his Account is in credit. If the TollTag or the Equipment is faulty or otherwise does not operate, for example, by reason of the User's account not being in credit, the User **is liable and is obliged** to pay the Toll in cash or by other methods when using the relevant Toll Facility in the manner prescribed by that Toll facility
- (b) agrees that the Toll payable in respect of the use of any Toll Facility can be increased from time to time by the relevant operator and any such increases shall become immediately binding upon the User and Tolltag.ie.
- (c) acknowledges that if he/she cancels or alters his/her payment mechanism then he/she shall within 24 hours notify Tolltag.ie of such cancellation
- (d) he/she is not entitled to interest on any sums received by Tolltag.ie pursuant to the terms hereof
- (e) he/she must notify Tolltag.ie of any change of vehicle details
- (f) understand and accepts that any credit topups applied to an Account will take 3 hours to become effective on all toll roads and prior to this time elapsing Tolls may not be discharged by the Service.
- (g) Understands and accepts that using the M50 before a Topup has become effective will result the issue of an Unpaid Toll Notice by the M50 as funds to pay the demanded toll will not have been available at the time of transit. Users in receipt of such notices should follow the process outlined in (h) below
- (h) Unpaid Toll Notices (UTN)

From time to time Users may receive a notice of unpaid tolls from eFlow, the operators of the M50. The User expressly agrees to contact TollTag.ie without delay with details of such a notice. **Under no circumstances** should Users ignore such notices as penalties will be applied. TollTag.ie has an agreed protocol in place for resolving disputed Toll requests quickly and can do so only within 30 days of receipt of the first notification of unpaid toll from eFlow.

4.12 UK Toll Payment

You can pay Dartford Crossing and Mersey Crossing(UK) Tolls through your TollTag.ie Account. This service requires separate registration. Contact support@parkmagic.net.

4.12.1 Where a User wishes to use their Account to pay UK Tolls the User accepts and acknowledges that to do so requires that the correct license plate information of the vehicle used must be present on the account at least 7 days before using either the Dartford Crossing or the Mersey Crossing . Failure to abide by this requirement will result in penalties being applied by either the Dartford Crossing or the Mersey Crossing for which the User accepts liability.

4.13 Electric Vehicle Toll Incentive (EVTI) Scheme

TollTag.ie is an authorised operator of the Irish Government EVTI scheme. The scheme is governed by [these terms](#) and [scheme rules](#) to which the User agrees to abide by in order to avail of applicable refunds.

4.14 IOU Scheme

It is a condition of service for TollTag.ie that accounts are maintained in credit. However, TollTag.ie recognise things can happen that can briefly make an account run out of credit. Forgetting a topup , a new credit card issue, using more tolls than expected in a particular month and many other reasons. On the M50, crossing the toll without credit will cause a penalty notice to issue. This will ordinarily result in the issue of a Standard Toll Request (STR) and a significant extra charge and inconvenience to the motorist who must arrange direct payment to the M50 operator.

TollTag IOU is an automatic service feature by which TollTag.ie will intercept the pending STR and pay it on your behalf- as long as the relevant TollTag account is back in sufficient credit to discharge the demanded toll(s) within 48 hours of the Toll due date. There is a charge for this IOU service and it is itemised in Schedule 1 below.

Users who do not wish to avail of the IOU scheme should contact TollTag.ie directly in all cases within 48 hours of the date and time of the toll fee in question. In such circumstances TollTag.ie will not pay the toll demanded and the User assumes responsibility for discharging the toll directly

5. Account Fees, Other Fees & Minimum Balance

5.1 Monthly Account Maintenance Fee

A Monthly Account Maintenance Fee applies to all Lease Type Accounts. ParkMagic shall be entitled to deduct these fees as and when they fall due. (See Schedule 1 of the document for the current fee amount).

5.2 Topup Fees

A fee applies when adding credit to your account by cash, card or bank transfer. ParkMagic shall be entitled to deduct these fees as and when they fall due. (See Schedule 1 of the document for the current fee amount).

5.3 Replacement/Damaged TollTag Fee

Where a User seeks a replacement TollTag where the originally supplied TollTag has not been returned in an operational and saleable condition a replacement TollTag fee shall be charged for

each replacement TollTag supplied. ParkMagic shall be entitled to deduct these fees as and when they fall due. (See Schedule 1 of the document for the current fee amount)

5.4 Upgrade Fee

A User may choose to purchase a lease TollTag outright for a fee whereupon the User owns the TollTag. Regardless of whether or not a User owns or rents a TollTag provision of service is solely in accordance with these terms and conditions. (See Schedule 1 of this document for the current fee amount)

5.5 Manual Processing Fee/ Service Charge

A Manual Processing Fee (Service Charge) is applicable in cases where ParkMagic Call Center Staff are requested to manually process any transaction when the automated App/Web or phone alternative is available. (See Schedule 1 of this document for the current fee amount)

5.6 Per Trip Fee

The Pay As You Toll TollTag account type attracts a usage fee on a per use basis and not on a monthly or other basis. (See Schedule 1 of this document for the current fee amount)

5.7 Direct Debit Decline Fee

For Accounts that are maintained by means of Direct Debit payment a Direct Debit Decline Fee shall be applied if a Direct Debit request submitted by TollTag.ie is declined or rejected by the relevant bank or financial institution. (See Schedule 1 of this document for the current fee amount)

5.8 Minimum Balance(s)

Minimum balance levels are set in toll payment accounts order to ensure that your account has, at all times, enough funds to pay at least one journey on any toll road at that road's maximum prevailing toll rate.

5.7.1. Users of Pay As You Toll+ and Lease Account Types shall maintain a Minimum Balance in their Account of €12.00. Once the balance remaining is less than this amount a topup shall be triggered.

5.2. Users of any account type where payment of UK Tolls has been enabled, shall maintain a Minimum balance of €30.00.

5.7.3. Where a User balance in any Toll Account type (whether combined with parking or not) falls below €1.65 then toll payment from the account will not be made by ParkMagic until the balance is brought above the Minimum Balance or €1.65 whichever is the higher.

6. Account Administration Policies

6.1 Refund Policy.

Once credit is used the Service is deemed to have been delivered and consumed. Therefore refunds on used credit will **not** be made by ParkMagic. Refunds on unused credit will be made by ParkMagic should a user wish to cease use of the Service. To defray the costs incurred by ParkMagic in providing the top-up service and which are unrecoverable a service fee for refunds is payable and is deducted from the balance remaining in the user account at time of cessation of service. The service fee is applied based on the mechanism used to top-up. Over the counter Top-Ups at PostPoint outlets: 30% Credit/Debit Card Top-Ups: 15%

6.2 Dormant Accounts.

Dormant Account. The User of Dormant Account(s) shall be notified by TollTag.ie by email. Once notified, the User agrees to contact TollTag.ie within 14 days of receipt of notice to indicate whether or not they wish the Account to remain open. If no response is received, TollTag.ie shall automatically close the Account and remove all personally identifiable information relating to the account. Any credit balance in the account will be used to defray administrative costs.

6.3 Promotional Offers.

From time to time, by way of special promotion, ParkMagic may waive, at its sole discretion any or all of the above Account Fees. Such a waiver does not represent a commitment to an indefinite waiver and ParkMagic may at any time, without notification, reinstate any and all of these fees and charges.

6.4 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@parkmagic.net. 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 ParkMagic 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 ParkMagic nor its agents will be liable for any disputed Fees or Charges that cannot be validated.

6.5 Direct Debit Processing Time

Where a Service User elects to pay by Direct Debit (DD) then the user acknowledges and accepts that there is a delay between the submission of a DD request and the receipt of credit by ParkMagic. This delay is a normal part of the banking process and the user accepts and acknowledges that no credit shall be supplied on foot of a DD request until funds are received by ParkMagic.

Currently (Jan 2017) the expected processing time for DD requests is 8 working days for the first request and 3 Working days for subsequent requests.

6.6 Direct Debit Change of Details

A Service User may change Direct Debit details with their banking provider at any time. The Service User accepts and agrees to notify ParkMagic of any such change within 3 business days to facilitate the change of details within ParkMagic systems. Failure to advise ParkMagic of any changes to DD details will result in an interruption of service.

6.7 Delayed Transactions

Fees are normally levied in the month in which the service they refer to was delivered, however, from time to time this may be delayed. The user accepts that such delayed Fees may be levied up to one calendar year from the date they would ordinarily have been levied.

7. Assignment

ParkMagic shall be, but the User shall not be entitled to assign transfer, charge or otherwise deal with the TollTag or the rights, benefits and burdens hereunder.

8. Data Protection

The Privacy Policy is separately maintained. See the appropriate links on www.tolltag.ie and www.parkmagic.net and within ParkMagic and TollTag.ie APPs or download it [here](#)

9. Liability

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

9.2. Any act or omission on the part of ParkMagic or its' employees, agents or sub-contractors falling within Clause 9.1 above shall, for the purposes of this clause, be known as an "Event of Default".

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

9.4. ParkMagic shall not 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 ParkMagic had been advised of the possibility of the Service User incurring the same.

9.5. 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.

9.6. The Service User hereby agrees to afford ParkMagic not less than 15 business days (following notification thereof by the Service User) in which to remedy any Event of Default.

9.7. ParkMagic 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 ParkMagic within 6 months 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.

9.8. 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.

10. Waiver

10.1 There shall be no waiver of any terms or conditions unless such waiver is evidenced in writing and signed by the waiving party.

10.2 No omission or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof of any other right, power or privilege.

10.3 The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law.

11. Entire Terms and Conditions

The terms and conditions set out herein (together with the Privacy policy) constitute all the terms and conditions of the Agreement.

12. Force Majeure

If the use of the TollTag or any Toll Facility is prevented or hindered by any matter beyond the control of ParkMagic including but not limited to acts of God, acts of government, strikes, lockouts, industrial disputes or acts of war then the performance of the Agreement shall be suspended without any liability on the part of ParkMagic until such prevention or hindrance comes to an end.

13. Regulations

13.1 The Local Authority/Road Authority bye-laws and parking and other relevant regulations apply to all Service Users of the ParkMagic system in the areas concerned.

13.2 The Local Authority/Parking Site Owner/Road Authority can change parking tariffs and conditions at its discretion without prior warning. ParkMagic shall have no liability to any Service User for any changes made by local authorities/Road Authority to parking tariffs/Toll Tariffs and conditions.

14. Applicable Law

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

15. Disputes

In the event of any dispute between any of the parties arising directly or indirectly from the provisions of these General Terms and Conditions, such dispute shall, in the absence of agreement between the relevant parties, be referred to arbitration pursuant to the provisions of the Arbitration Acts, 1954 and 1980 and any amendment, extension or re-enactment thereof. If the parties involved in such dispute cannot agree as to the appointment of an Arbitrator, the matter shall be referred by such parties or any of them to the President for the time being of the Law Society of Ireland who shall appoint an Arbitrator to determine such dispute and whose decision shall be final and binding on the parties.

Schedule 1 Table Of Fees

Fee Type	Amount € Incl VAT
Monthly Account Maintenance	1.23
Topup Fee	1.00
Replacement/Damaged TollTag	20.00
TollTag Upgrade Fee	20.00
Manual Processing Fee	1.00
Per Trip Fee	10%
TollTag New Tag Fee	25.60
B2B Restocking Fee (Per Tag)	3.00
IOU Fee	2.00
Direct Debit Decline Fee	11.00

Change History

TollTag.ie Terms & Conditions Change History

V1 August 2008

First Issue

V2 July 09.

M50 cannot update license plate information in real time.

Added: In the event the TollTag is moved to a different vehicle, immediately update the TollTag.ie account information to reflect the registration number of the vehicle the TollTag is in. This can be conducted online or by email to support@parkmagic.net. The User acknowledges and accepts that

changes may take up to 24 hours to take effect on all Toll Roads. Within this 24 hour period the User remains liable for all Toll Charges levied to the Account by a Toll Road.

V3 July 2012

Added Special Promotions & Dormant Account clause, Removed Laser exemption

Version 4 Nov 22 2013.

Introduce Section 4.8 - Fee & Charge Dispute Process

ParkMagic - Terms & Conditions Change History

Version 6 Nov 22 2013.

Introduce Section 4.8 - Fee & Charge Dispute Process

Combined Terms & Conditions V1 April 2018 Change History

The combined Terms were introduced in April 2017 and the following changes occurred at the time of Merger

TollTag.ie Terms V4 and ParkMagic Terms V6 Merged to Form ParkMagic TollTag - Terms and Conditions (Combined) V1.0 April 2018

Toll Terms Updated

Added P9. 'Maintain a valid payment method on the account at all times.'

Added Schedule 1. Schedule Of Fees. Removed references to pricing in all other parts of these T&Cs and collected them all in one Schedule.

Leased TollTags - if you cancel within first 6 months of use then 12 months TollTag fees will apply

Restocking Fee. Applicable to corporate clients only. Applicable if account closed in first 28 days and before transactions have occurred

Direct Debit. 1st DD 8 working days after request. Each debit after 1st debit takes 3 Working days. If Bank details change you must contact ParkMagic.

UK - Dartford Tunnel/Mersey Crossing. You can pay these tolls through your TollTag.ie account. In order to avail of this service you must request the facility to be added to your account by emailing support@parkmagic.net. You must await confirmation that reg has been added before using the Dartford Tunnel/Mersey Crossing. This process normally takes 3 working days but can take longer. A full week is recommended for safety.

eFlow notices - You MUST contact us before solicitors letter. If you do and we can assist then we will. If you do contact us before then TollTag cannot intervene

Toll Vehicle Registration numbers must be added in toll sections

Topups must be applied at least 3 hours before toll. This may not be sufficient. User acknowledges it is solely a Toll Road function to update their systems .

Upgrade and downgrade terms substantially simplified

Minor text changes to adapt terms to both toll and parking use

Removal of Decal references from Parking (technology is deprecated)

Terms and Conditions Combined V1.0

1-05-2018 Release version

13/05/2018 Typographical corrections

20/06/2018 EVTI Scheme - Section 4.13

Terms and Conditions Combined V1.1

Amended Section 5.2 -. Clarified that fees are applicable to all topups. Added EVTI section and link to EVTI scheme rules

Terms and Conditions Combined V1.2

Added IOU Section

Added DD Decline Fee