

UoM Parking Terms and Conditions

Please read these Terms and Conditions carefully. They relate to your use of our car parks.

1. Definitions

In these terms and conditions, the following terms shall have the following meanings:

- 1.1. "us", "we" and "our" means THE UNIVERSITY OF MANCHESTER a company incorporated in England & Wales with its principal place of business Oxford Road, Manchester, M13 9PL;
- 1.2. "Car Park" means the parking facilities in the area and/or building managed by (or on behalf of) us and designated for parking vehicles;
- 1.3. "vehicle" means any vehicle used to convey passengers or items that enters the Car Park, including any mechanical device on wheels or tracks, its equipment and accessories; and
- 1.4. "VRM" means Vehicle Registration Mark.
- 1.5. "Conditions of Parking" means the conditions of parking set out here.
- 1.6. "Staff" includes those in our employment as well as our servants or agents appointed to work with us.
- 1.7. "Tariff" means the charges that are to be paid for Parking. These will be displayed at the Car Park. There may be more than one place where the Tariff is on display.
- 1.8. "you" means any person who uses the Car Park for the parking of a Vehicle and "your" should be read accordingly.
- 1.9. "Ticket" means any agreement for the parking of a vehicle for a period of time.
- 1.10. "Conditions of Parking" means the conditions of parking set out here.

2. The Agreement between you and us

- 2.1. These Conditions of Parking apply to your use of the Car Park where we display signage to make clear the terms of which you are agreeing to in advance of parking in our Car Parks.
- 2.2. There can be no variation in the Conditions of Parking unless confirmed in writing between us and you. This protects you to ensure that you have appropriate evidence in relation to your agreement with us for use of our Car Parks.
- 2.3. Nothing in these Conditions of Parking affects your statutory rights.

3. Tickets

- 3.1. All charges for the car park are administered through the online system PayByPhone and by entering the car park, you agree to abide by their terms of service.
- 3.2. All tickets are issued electronically with clear signage displayed to ensure that you can easily access the online portal for purchasing a valid ticket for the designated car park.
- 3.3. All tickets will be issued for a specific time period against a VRM which will in turn be used for enforcement purposes.

- 3.4. Where an error has been made in relation to the parking ticket, this should be addressed with PayByPhone who may be able to adjust a parking session after payment.
- 3.5. You are not required to display a ticket as all tickets are managed electronically.
- 3.6. A ticket must be issued for all parking periods including any free parking periods.

4. Tariff

The parking tariff payable by you (as varied from time to time) is displayed on the tariff board at the Car Park and on our website. You are obliged to pay the parking tariff and to comply with any instructions on the tariff board as supplemented by these Terms, and failure to do so may result in us issuing you with a Parking Charge Notice (please refer to clause 5 (Parking Contraventions) of these Terms).

5. Claims and complaints

- 5.1. If your vehicle sustains damage while in the Car Park, your vehicle is stolen or any possessions are stolen from your vehicle while it is in the Car Park you should:
 - 5.1.1. immediately inform either a member of staff at the Car Park or otherwise notify our team at armitage@manchester.ac.uk;
 - 5.1.2. in the case of theft, immediately inform the police; and
 - 5.1.3. notify your insurers promptly.
- 5.2. Any complaints about the service you have received, should be addressed to armitage@manchester.ac.uk.
- 5.3. If you cause damage to another vehicle whilst in the Car Park, you must report the matter immediately to a member of our Staff (or to armitage@manchester.ac.uk should the centre be closed) including the details of all vehicles and you agree that we may pass this information to the owner /driver of any other vehicle involved.

6. Our Liabilities

- 6.1. We cannot guarantee the security of our Car Parks as members of the public have access to them at all times.
- 6.2. We do operate CCTV coverage in our Car Parks which may be provided to authorities at their request however there is no acceptance from us that coverage will be provided at all times or that any such footage would be effective in previously loss, damage or in identifying who might be liable for damage.

7. Parking Contraventions

It is important for the effective management of the Car Park that:

- 7.1. you comply with all signs in the Car Park, including these Terms and tariff board and other signage;
- 7.2. you park within the limits of a marked bay;
- 7.3. you do not park within a bay designated for a specific purpose when you are not entitled to do so (for example, and without limitation, parking in a space designated

- for disabled persons without an appropriate disability badge displayed, and/or parking in a space for electric vehicles when you are not using the charging facility);
- 7.4. You do not park in a no parking area, park on a double yellow line, park across two parking bays or park in a space that is marked as “reserved” without authorisation.
- 7.5. you pay all amounts due for your parking and comply with the requirements set out at clause 10 (Ticket Types and Payment Methods) of these Terms. For the avoidance of doubt, if you choose to pay the parking tariff by using the “Pay By Mobile” service, the payment must be.

8. What happens if you breach these Conditions

- 8.1. If you breach any of these Conditions of Parking we may, at our discretion:
- 8.1.1. Issue a Parking Charge Notice (PCN) to your Vehicle, hand a PCN to you or issue a PCN in the post. The PCN will specify:-
 - 8.1.2. the sum you are required to pay;
 - 8.1.3. the time within which payment must be made; and
 - 8.1.4. the address to which payment must be sent.
- 8.2. The PCN will also explain that unless payment is made in accordance with its terms, we will invoice for payment in line with our standard terms and conditions which may include other fees as appropriate.