



# UCD Car Parking Permits Terms & Conditions

## **IMPORTANT:** Legal Contract

You are entering into a contract with University College Dublin for car parking at the Belfield and Blackrock Campuses of the University for the Parking Period set out in the UCD Parking Permit which is subject to these Terms and Conditions and such other regulations as the University may make.

The date of the contract is the date and time of confirmation of the registration as contained in the Parking Permit Confirmation Email sent to the email address provided by you when registering and confirmed by you during the Permit process on the UCD website.

## **1. Parties and Nature of these Terms and Conditions**

In these Terms and Conditions any reference to "UCD" is to University College Dublin whose registered office is at Belfield, Dublin 4, Ireland.

Any reference to "you" and "your" refers to any person who is deemed by UCD to have registered for a UCD Parking Permit.

All references to "Campus" in this document shall be deemed to mean the UCD Belfield and Blackrock Campuses.

The term "Car Parking Areas" means the specific areas at Belfield and Blackrock Campuses as may be designated from time to time for car parking by UCD.

The term "Parking Period" means the period of car parking between the commencement and expiry dates of the UCD Parking Permit as described in the Confirmation Email.

The term "Confirmation Email" means the email sent to you by UCD confirming details of the UCD Parking Permit registration once payment for the registration has been received in full by UCD.

The term "Permit Reference Number" means the unique number assigned to your UCD Parking Permit and contained in the Confirmation Email sent to you by UCD. This number should be retained safely as it will be necessary for any further communication with UCD regarding the Permit registration.

These Terms and Conditions shall apply to all registrations for UCD Parking Permits at the Campus made electronically through the UCD website ([www.ucd.ie](http://www.ucd.ie)).

No individual employee or representative of UCD has the authority to vary any of these Terms and Conditions.

Each confirmed registration as detailed in the Confirmation Email shall constitute a contract between you and UCD. This contract will be at all times governed by the laws of the Republic of Ireland and shall be subject to the exclusive jurisdiction of the courts of that State.



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## 2. Private Property

The property of UCD, including the roads, car parks and parking areas on both Campuses, is private property.

## 3. UCD Parking Permit Permission

Registered holders of a UCD Parking Permit are given permission to enter the Campus when it is open and to search for vacant parking spaces. On finding a vacant parking space they may park their vehicle subject to the UCD Parking Policy in effect at the time.

**UCD makes no representations to you or any other registered UCD Permit holder regarding the availability of parking spaces.** If there are no spaces available you must remove your vehicle from the campus or park in one of the visitor (Pay and Display or park by SMS) hourly paid car parks and pay the applicable parking fees.

**IMPORTANT: Responsibility of UCD Permit Holders to Maintain Account Details Up-to date Registered holders of a UCD Parking Permit are required to ensure that their details and particularly their vehicle registration number details are always up-to date on the UCD Permit Service system.**

**Failure to maintain accurate details on the service may result in sanctions being applied. Failure to have current accurate information on your Permit account records will not be grounds for an appeal of such sanctions.**

## 4. Parties Eligible to Apply for, Hold and Benefit from UCD Parking Permits

Only bona fide members of the UCD community are eligible to apply for, hold and benefit from a UCD Parking Permit. These include

- Staff and employees of the University
- Registered Students of the University except those living in the Belfield campus residences
- Selected Visitors and Persons whose normal place of work is at the University

## 5. Ineligible Persons

Residents of the Belfield student residences, UCD Alumni, retired or former members of staff are not eligible to apply for, hold or benefit from a UCD Parking Permit.

## 6. Eligible and Ineligible Vehicles

Only private cars which fit into standard parking bays (2.4m x 4.8m) are allowed to park on Campus. Commercial and oversized vehicles e.g. camper vans, stretch limos, high sided vans/trucks, coaches/buses are not allowed to park in the Campus parking areas and are ineligible for a UCD Parking Permit.

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UCD is committed to ensuring that the Campus is accessible for persons with reduced mobility. Every effort will be made to ensure that parking is available for such persons. For information on parking for holders of Disabled Parking Permits please visit the website <https://ucdestates.ie/commuting/getting-here/driving/>

UCD is supportive of the need for parking arrangements for electric vehicles, motorbikes/scooters and car sharing/car clubs. More information is available at <https://ucdestates.ie/commuting/>

## 7. UCD Parking Permit and Payment - General

UCD manages, administers and controls the use of Campus parking assets through a combination of systems and procedures including

- UCD Parking Permit Service
- Pay and Display
- Mobile phone based SMS services in the designated visitor hourly paid parking areas

These Terms and Conditions apply to the use of the UCD Parking Permit Service. Parking Rules for the visitor hourly paid parking areas are posted on signage at the entrance to each area.

Eligible persons may apply for a UCD Parking Permit using their Ucard details by following the links on the UCD website. They are required to demonstrate their eligibility, register their details including the licence plate number of the car they wish to use, pay applicable charges and receive a Confirmation Email. Until and unless this process is successfully completed and a Confirmation Email is received no UCD Parking Permit will have been created. In the event the holder of a UCD Parking Permit wishes to update their details including changing the licence plate details of the car they may do this by logging onto their account on the UCD Permit system. Until and unless a Confirmation Email is received no amended Permit will have been created.

## 8. Information Required to Register for a UCD Parking - Permit

- Mobile Telephone Number
- Identity number (Ucard No)
- Infohub/SISWeb PIN no,
- Name
- Email Address
- Car Registration Number
- Current Valid Bank Card – VISA or Mastercard



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## 9. Acceptance of Terms and Conditions, Parking Rules and Sanctions

A central element of the registration process is the requirement for you and all applicants to confirm their:

- acceptance of these Terms and Conditions
- vehicle registration plate details
- agreement to abide by the UCD Parking Policy in effect at the time and available to view on the UCD commuting website
- acceptance of such other regulations as UCD may make
- agreement to the imposition of Sanctions for failures to comply with the Parking Rules and specifically:
  - fines of €40 or if paid within 28 days €30.00
  - clamping and release fees, currently €80
  - towing/relocation fees, currently €50
  - storage fees currently €35 per day or part thereof

## 10. Parking Appeals

A parking appeals system is in place for parking infringements including two stages. **UCD Estate Services do not handle clamping enquiries or appeals.**

Stage 1: Appeal directly to the Parking Enforcement Contractor

Stage 2: Appeal to the National Transport Authority (NTA) Clamping Appeals Officer.

## 11. Payment for UCD Parking Permits

A UCD Parking Permit is deemed to have been requested by you when application is made electronically through the UCD website. Where fees apply payment for the registration must be made online at the time of registration when prompted to do so using a valid Visa or Mastercard debit or credit card. No other forms of payment will be accepted for parking Permits.

UCD reserves the right not to complete your registration and not issue you with a UCD Parking Permit if you are deemed ineligible including if;

- the payment card is declined for any reason
- it is established that the payment card has been used fraudulently or without the cardholder's permission
- if you have any unpaid parking fines at the time of the application

It will be necessary for your personal data to be disclosed to the relevant card issuer for the purpose of processing and confirming your payment. Your personal data will not be disclosed to third parties other than the relevant financial institution for the chosen payment method. Please note that this list of accepted payment cards is complete at the



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date of posting of these Terms and Conditions but may be changed at any time at the absolute discretion of UCD.

All prices quoted are in Euro and are inclusive of VAT at the applicable rate --- currently 23%. When a registration is made using a bank card issued outside of the Republic of Ireland the card issuer will debit your account in local currency at the exchange rate applicable on the processing date. Additional conversion or other charges may be applicable and this will be at your cost.

If your card payment is rejected, then your registration will not be fulfilled or validated until UCD has received cleared funds.

UCD reserves the right not to accept a registration if it is incomplete in any way.

## 12. UCD Parking Permit

Provided your application is accepted and you satisfactorily complete the registration, verification and payment procedures you will receive a Confirmation email confirming your UCD Parking Permit which will contain your unique Registration Reference Number from UCD.

Your Permit is non-transferable from you to another party under any circumstances.

Registrations will be deemed to have been accepted by you upon issue to you of your Permit Registration Reference Number as contained in your Confirmation Email.

The registration details contained in the Confirmation Email are only valid for;

- The dates/period requested
- The vehicle licence plate specified
- The UCD car parks indicated (if applicable)

The charge applied is that applicable at the time of registration. Details of current UCD Parking Permit charges are set out on the UCD website.

## 13. Summary of Parking Regulations, Conditions and Disclaimer

Vehicles must be parked in accordance with the UCD Parking Policy as posted on signs located at and/or inside the entrance to each car park or parking area.



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**The onus is on the permit holder to ensure their details are kept up to date in their account on the UCD Permit website. Vehicles are left on campus at any time at the owner's sole risk in all respects.**

Neither UCD nor any of its servants or agents accept liability for any accident, loss or damage to persons, vehicles, accessories or contents however caused.

Vehicles not claimed within three weeks may, in the absence of special arrangements with UCD, be removed and sold to defray expenses.

The placing of a vehicle in any car park or parking area shall be deemed to be an unqualified acceptance of these conditions and also of the UCD Parking Policy.

**Important:** You are only allowed to park the car whose license plate details you have registered or updated on the Permit website prior to leaving the car. Any unregistered cars found on campus are liable to immediate clamping.

Registrations or changes to vehicle registrations made less than 1 hour in advance of your car park entry date/time may not be processed and vehicles may be sanctioned. It is imperative that ensure that you have received a Confirmation Email with the amended registration details before you can assume that the details have been updated.

**By submitting your contact details as part of the registration process you consent to be contacted in relation to commuting and commuting related safety & security issues.**

## 14. Car Park Pricing Policy

If your car park entry and/or exit dates fall outside the Parking Period specified in your registration confirmation email you may be subject to parking infringement sanctions as posted on local signage.

Any queries in relation to registration or payment can be made by email to: [commuting@ucd.ie](mailto:commuting@ucd.ie)

Applicable parking charges will be deducted from your bank card account on or immediately following the date/time the registration is made.

It is vitally important that before your arrival at the Campus that you ensure that you;

- Use the vehicle with the licence plate specified in your registration, ensuring that the licence plate is clean, undamaged and not obscured in any way
- Follow all the instructions contained in the Confirmation Email
- Comply with the UCD Parking Policy, these Terms and Conditions and any regulations that UCD may make.

If your licence plate is different from that specified in the registration please update your UCD Parking Permit account details before you drive onto campus. Failure to do so is likely to result in your vehicle being sanctioned.



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## 15. Cancellations or Amendments to UCD Parking Permit Registrations

Should you wish to cancel your registration before completion of the process you should do so following the instructions on your UCD Parking Permit account.

If you wish to amend your registration, then you should do so following the instructions on your account.

Should you wish to apply for a new permit on or prior to the expiry of an existing permit please follow the instructions on your account.

No refunds of Permit parking fees will be made unless UCD cancels your registration for a reason within its direct control where you are entitled to a refund and not due to a force majeure event (see below) then UCD will refund the amount it has received in connection with your registration to you on the card used for the registration.

In the event that your registration is cancelled or amended you will receive formal notification of the cancellation or amendment by email sent to the email address provided during the registration procedure. Where appropriate a new Registration Reference Number will be issued.

You are entitled to a standard cooling-off period of 14 days, which begins on the date this contract was concluded; i.e. from the date you received the confirmation email to the provided address.

## 16. Force Majeure

UCD shall not be liable for any cancellation, curtailment or otherwise caused by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disaster, fire, adverse weather conditions or technical problems to transport, closure or congestion of airports, cancellation or changes of schedules by airlines, and all similar events beyond its control. Further UCD cannot accept responsibility where the performance or prompt performance of this contract with you is prevented or affected as a result of such circumstances beyond UCD's or your control.

## 17. UCD's Liability

You are hereby advised that the Car Parking Areas are the private property of UCD. UCD offers no warranty or indemnity as to the protection or safety of the vehicles left in the Car Parking Areas or any goods left within the vehicles. The use of the Car Parking Areas, and the use of any services provided by a third party in the Car Parking Areas (including for the avoidance of doubt any cleaning, maintenance or enforcement services), is entirely at your own risk. UCD, its servants and agents accept no liability in respect of:

- any loss, destruction, damage or theft of or from the vehicle or the contents of the vehicle; or

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- subject to the following clause, death or personal injury sustained by you and/or other person.

Nothing in these Terms and Conditions excludes or limits the liability of UCD for:

- death or personal injury caused by UCD's negligence;
- any matter for which it would be illegal for UCD to exclude or attempt to exclude its liability; or
- fraud or fraudulent misrepresentation.

Nothing in these Terms and Conditions affects your statutory rights.

The Terms and Conditions and Parking Policy as set out here, on the UCD website and summarised in the notices at the entrance to each car park apply to all parking at UCD. UCD reserves the right to change these Terms and Conditions but once you have made a registration the applicable Terms and Conditions are those posted on the website at the time of registration. However customers must not assume that the Terms and Conditions that applied on one occasion will continue to apply on another occasion. UCD recommends that customers always read the Terms and Conditions before making any registration. UCD can vary or withdraw any offers without notice.

UCD is supplying you with a permit to search for a parking space under this contract and will not be responsible for any costs, compensation costs or expenses relating to any arrangement or other services that you may have arranged.





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## 18. UCD's Right to Suspend, Revoke, Amend or Cancel Virtual Parking Permits

**UCD reserves the right to suspend, revoke, amend or cancel any UCD Parking Permit.**

UCD will use its best endeavours to provide as much notice to the customer as possible and in the event of cancellation of the permit by UCD becoming necessary UCD will not be responsible for any costs which you may incur as a result. Reasons for which a UCD Parking Permit may be suspended, revoked or cancelled include but are not limited to the below:

- Dangerous driving on the Belfield or Blackrock campuses
- Leaving vehicles overnight or for prolonged periods on the Belfield or Blackrock campuses
- Anti-social behaviour involving a vehicle with a registered parking permit

## 19. Severability

If any of the provisions of these Terms and Conditions shall be declared invalid or unenforceable in whole or in part by any competent court or other authority whose decisions shall have the force of law binding on the parties, the remaining provisions shall remain in full force and effect.

## 20. Privacy and Data Protection Policy

UCD shall process personal details it may obtain from you in connection with your car parking booking in accordance with its Privacy Policy which can be found at <http://www.ucd.ie/privacy/> By submitting your contact details as part of the registration process you consent to be contacted in relation to commuting and commuting related safety & security issues.



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## 21. Entire Agreement

These Terms and Conditions constitute the entire agreement between you and UCD with respect to the provision of the relevant services. If you have any questions regarding any aspect of these Terms and Conditions please seek independent advice or contact UCD for clarification before making a registration.

## 22. Disclaimer

To the fullest extent permitted at law,

- UCD expressly disclaims all and makes no representations or warranties of any kind, express or implied, with respect to this website or the information, content, materials or products included in this website including, without limitation, warranties of merchantability and fitness for a particular purpose.
- UCD does not represent or warrant that the information accessible via this or any other of its websites is accurate, complete or current e.g. tariff and car park availability information is subject to change without notice.
- Except as specifically stated on this website, neither UCD nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this website or the information, content, materials or products included on this website.

This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

## 23. Product Specific Terms and Conditions

In addition to the Terms and Conditions herein contained specific additional terms and conditions may apply to the specific parking products offered via the website. These terms and conditions apply to all car park products offered for sale via UCD websites and are offered subject to availability on a first come first served basis.