Car Park Terms & Conditions 2019/20



## Manchester City Football Club Limited

# **Car Park Terms and Conditions**

Manchester City Football Club Limited (the "Club") has available for purchase several parking spaces (including both standard and disabled spaces) at the Car Park for use prior to and during football matches and other events held at the Ground. The following terms and conditions (the "Car Park T&Cs") apply to all purchases of Seasonal Car Park Passes, Matchday Car Park Passes and Event Day Car Park Passes (as defined below).

#### 1. Definitions

In these Car Park T&Cs the following names and phrases shall have the following meanings:

"Accessible Space" means a parking space located at the Car Park which is larger than a

standard parking space to increase accessibility for disabled users;

"Car Park" the car parking facilities at and around the Ground for which a Car Park Pass

is valid;

"Car Park Pass" a Seasonal Car Park Pass, a Match Day Car Park Pass and / or an Event Day

Car Park Pass (as applicable);

"Car Park Pass Holder" a registered holder of a Car Park Pass;

"Cup Scheme" the scheme by which certain Seasoncard Holders may supplement their

Seasoncard benefits to include entitlement to attendance at Cup Matches at

the Ground;

"Cup Match" any match in the League Cup, the FA Cup and/or the UEFA Competition in

which the Club's first team squad participates during the Season;

"Event" means an event held at the Ground which is not a Match;

"Event Day Car Park Pass" a product entitling a person to enter and use a Car Park on a specific date

when an Event is taking place at the Ground;

"Ground" the Etihad Stadium, Etihad Campus, Manchester M11 3FF;

"Ground Regulations" the ground regulations issued by the Club from time to time that set out the

terms and conditions upon which spectators are granted entry to the Ground, a copy of which is available at <a href="https://www.mancity.com/ticket-">https://www.mancity.com/ticket-</a>

information/terms-and-conditions;

"Entry Materials" Paper Hanger, purchase receipt and/or such other entry materials as may be

issued by the Club to the purchaser for the purpose of gaining entry to the

Car Park;

"Match" any competitive home football match played by the Club's first team at the

Ground;

"Match Day Car Park Pass" a product entitling a person to enter and use a Car Park on a specific day

when a Match is taking place during the Season;

"Paper Hanger" a printed pass in the form of a hanger which attaches to a Vehicle's rear

view mirror and which may be issued by the Club to enable a Car Park Pass

Holder to gain access to the Car Park;

"Season" means the period commencing 1 June 2019 and ending 31 May 2020;

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"Seasonal Car Park Pass" a product which entitles a Seasoncard Holder to enter and

use a Car Park for Matches which the Seasoncard Holder is

entitled to attend as part of the Seasoncard benefits;

"Seasoncard" means a membership product entitling a person to attend certain

competitive home matches of the Club taking place during the Season;

"Seasoncard Holder" means a registered holder of a Seasoncard;

"Vehicle" the motor vehicle which the Car Park Pass Holder intends to park in the Car

Park at the applicable Match(es) / Event which must fit within a standard car parking space (or disabled space if applicable) and which shall in no event

include any trailer.

# 2. Types of Car Parking and Eligibility

2.1. The following categories of Car Park Passes are currently available to purchase:

Туре:	Eligibility:	Entitles holder to:	How to purchase:
Seasonal Cark Park Pass	Available for purchase by supporters of the Club who are in possession of a valid and current 93:20, Superbia, Platinum or Gold Seasoncard.	Use of the allocated Car Park (and sometimes an allocated parking space in that Car Park) for every Premier League Home Match, and where a Cup Scheme has also been purchased, may be extended (subject to payment of any relevant fee) to include parking in respect of the relevant Cup Matches.	- In person from the ticket office at the Ground; - Online (when renewing a Seasoncard only); or - By calling Supporter Services on +44 (0)161 444 1894 (option 1, option 3).
Match Day Car Park Pass	Available for purchase by supporters of the Club who are in possession of a valid ticket for the relevant Match	Use of the Car Park in respect of the relevant Match.	On the day at the Car Park entrance or as part of a hospitality package.
Event Day Car Park Pass	Available for purchase by individuals who are in possession of a valid ticket for the Event	Use of the Car Park in respect of the relevant Event.	<ul> <li>On the day at the Car</li> <li>Park entrance; or</li> <li>If permitted by the</li> <li>Event organisers, in</li> <li>advance of the Event.</li> </ul>

2.2. **Accessible Spaces.** A limited number of Accessible Spaces are available to purchase (subject to availability) in respect of each category of Car Park Pass. Individuals who wish to purchase a Car Park Pass for an Accessible Space should apply to the Club (or third-party Event organiser if applicable) prior to the purchase of their Car Park Pass (telephone Supporter Services on +44 (0)161 444 1894,

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and may be required to provide supporting evidence of their requirement for an accessible Space. When booking an Accessible Space, the Club may also require information as to how the Vehicle is accessed to ensure a suitable Accessible Space is allocated. Where proof of disability is provided, or the Car Park Pass Holder possesses a blue badge which is displayed in their Vehicle, no fee will be charged by the Club for use of an Accessible Space so long as it is booked in advance. Where an Accessible Space is not booked in advance, a fee will be charged, and accessibility may be impacted.

#### 3. Purchase of a Car Park Pass

- 3.1. All purchasers of Car Park Passes shall be deemed to have read, understood and agreed to these Car Park T&Cs at the point of purchase. Any individual purchasing a Car Park Pass on behalf of a third party shall be deemed to be acting with the consent of each Car Park Pass Holder for whom they are making that purchase, including acting with the authority of each such Car Park Pass Holder to agree to these terms and conditions on their behalf.
- 3.2. Car Park Passes are sold subject to availability and may be purchased at the prices published by the Club from time to time. The Club reserves the right to refuse to sell any Car Park Pass to any person, including to persons who are or have been ejected or banned from entering the Ground or who are subject or have been subject to the suspension of their Seasoncard / Match ticket.
- 3.3. Following the purchase of a Car Park Pass, the Club may issue the Car Park Pass Holder with a Paper Hanger which shall, before the relevant Match or Event, be either posted to the Car Park Pass Holder or left for collection at the Ground or such other location as the Club deems reasonable from time to time. Note, Paper Hangers are not currently issued in respect of Match Day Car Park Passes unless bought as part of a hospitality package. Where this is the case, purchases should retain the purchase receipt issued by the Club at the point of purchase.
- 3.4. No refund shall be given on the cancellation of the purchase of a Car Park Pass. No partial refund shall be given in respect of any Matches for which a Car Park Pass is not used.
- 3.5. Car Park Passes are personal to Car Park Pass Holders and are not transferable under any circumstances, save where expressly permitted by the Club in writing in its absolute discretion.
- 3.6. Paper Hangers will remain the property of the Club at all times. The Club reserves the right to require the immediate return of any Paper Hanger at any time.

### 4. Entry to and use of the Car Park

- 4.1. A holder of a Car Park Pass may access and use the Car Park for the relevant Match/Event between the following times upon presentation of the relevant Paper Hanger (or where no Paper Hanger is issued, presentation of a purchase receipt):
- Entry no earlier than 2.5 hours before the start of the relevant Match/Event;
- Vehicles must be removed from the Car Park by the earlier of: (i) 2 hours after the relevant Match or Event has finished; and (ii) the closing time stated on signage in the relevant part of the Car Park, and in any event Vehicles may not in any circumstances be left in the Car Park overnight. Car Park Pass Holders in Accessible Spaces shall not be able to leave their Accessible Space or the Car Park

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until they are given express permission by the steward(s) due to the location of the Accessible Spaces.

- 4.2. Following entry to the Car Park:
  - a) where issued, all Paper Hangers must be placed inside the Vehicle so they are clearly visible from the outside of the Vehicle;
  - b) Vehicles must be parked within the designated bay in the correct part of the Car Park for which the Car Park Pass is valid and is parked in such a way as not to cause an obstruction to any other vehicle or the general operation of the Car Park;
  - c) no Vehicle shall be parked within an Accessible Space unless it has the suitable Car Park Pass (and displays the requisite disabled accreditation if applicable);
  - d) the Car Park Pass Holder (or any person purporting to be the Car Park Pass Holder) may be required at any time to deliver up the relevant Match ticket / purchaser receipt / Paper Hanger for inspection by the Club and to prove that they are the Car Park Pass Holder.
- 4.3. The Club reserves the right in its sole discretion to temporarily or permanently:
  - a) reallocate the parking space allocated to the holder of a Car Park Pass to an alternative parking space of equal or greater value if:
    - (i) the area of the Car Park in which the allocated parking space is located is closed for operational reasons, maintenance, repairs or re-structure;
    - (ii) the relocation is necessary to comply with any requirements of the Football Association, the Premier League, FIFA or UEFA in respect of any Match played at the Ground or to comply with any law, rule or regulation applicable to the Car Park and / or the Car Park Pass; or
    - (iii) the Club, the police or any other relevant authority consider that a relocation is necessary in the interests of safety, public order or crowd control;
  - b) refuse entry to the Car Park where the individual operating the Car Park under the authorisation of the Club considers it reasonable to do so (including, without limitation, where such individual determines that the relevant Vehicle is too large to fit comfortably within the allocated parking space); and/or
  - c) move any Vehicle (by driving or otherwise) within the Car Park which contravenes these Car Park T&Cs or to such extent as is reasonably necessary either to avoid obstruction at the Car Park or ensure the proper running or operation of the Car Park on the date of a Match or Event.
- 4.4. The Club shall not be responsible for or be obliged to admit any Car Park Pass Holder in respect of, any Paper Hanger or receipt which is lost, stolen, forgotten, damaged, defaced or destroyed, nor shall it be obliged to issue any other form of Car Park Pass. The Club may, at its absolute discretion, provide a duplicate of such Paper Hanger subject to payment of a non-refundable administration fee of £10.00. For the purposes of this clause 4.4, whether a Paper Hanger is damaged, defaced or destroyed will be determined by the Club acting reasonably in its sole discretion.
- 4.5. Use of the Car Park is subject to compliance with the Club's Ground Regulations. Car Park Pass Holders must ensure that any rules further to these Car Park T&Cs which are displayed and implemented at the Car Park (including any speed limits) are complied with.

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### 5. Liability

- 5.1. The Club is unable to give any guarantees that any particular Match or Event for which a Car Park Pass is purchased will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match or Event when required by circumstances outside its control. Car Park Pass Holders shall be entitled to use their Car Park Pass at any such re-arranged Match or Event.
- 5.2. Vehicles are parked at the Car Park at the Vehicle owner's risk and, in the absence of negligence by the Club or its servants or agents, a Car Park Pass Holder will be responsible for any loss, theft, injury or damage to either: (i) the Vehicle; and/or (ii) any of their articles left or displayed in the Vehicle.

## 6. Suspension, withdrawal or cancellation of rights

- 6.1. The Club reserves the right to suspend the use of a Car Park Pass and all associated benefits indefinitely or for a period, withdraw its use and such benefits completely and/or terminate the Car Park Pass Holder's contract for the purchase of the Car Park Pass if:
- a) the Car Park Pass Holder (or any individual in possession of the Entry Materials) breaches any of these Car Park T&Cs (or the Club has reasonable grounds to suspect such a breach) or otherwise misuses the Car Park Pass or Entry Materials; or
- b) the Car Park Pass Holder breaches any of the terms and conditions (or the Club has reasonable grounds to suspect such a breach) of any other product, service or Club related scheme in which he/she is participating (including, without limitation, the Club's Ground Regulations).
- 6.2. Save as expressly set out in these Car Park T&Cs, the Club shall not be obliged to make any refund to a Car Park Pass Holder if their Car Park Pass and associated benefits are suspended or withdrawn or if their contract for the purchase of a Car Park Pass is terminated in accordance with these Car Park T&Cs.

### 7. Additional Terms

- 7.1. The Club reserves the right to change these Car Park T&Cs from time to time and shall publicise such changes on its website.
- 7.2. Car Park Pass Holders acknowledge and agree that the personal data provided by them to the Club in the purchase of a Car Park Pass shall be collected, stored and used by the Club in accordance with the Data Protection Act 1998 and the Club's Privacy Policy (available on the Club's Website at <a href="https://www.mancity.com/Common/Privacy">www.mancity.com/Common/Privacy</a>).
- 7.3. If any of these Car Park T&Cs are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, they shall, to that extent, be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by applicable laws.
- 7.4. The failure by the Club to exercise or a delay by the Club in exercising a right or remedy provided by these Car Park T&Cs does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of these Car Park T&Cs does not constitute a waiver of any other breach and shall not affect the other terms and conditions.

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7.5. These Car Park T&Cs (and any claim or dispute arising thereof) shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.