

SUNYAP DEVELOPMENT SDN BHD

CARPARK

Terms & Conditions

- A. ENTERING PARKING TERMS AND CONDITIONS**
- B. RESERVED PARKING TERMS AND CONDITIONS**
- C. SEASON PARKING TERMS AND CONDITIONS**

A. ENTERING PARKING TERMS AND CONDITIONS

Upon entering and parking in this car park, you agree to enter into a contract with Sunyap Development Sdn Bhd, under the following terms and conditions. If you do not accept these terms and conditions, you must leave the car park immediately. Entering and remaining in the car park will constitute acceptance of the following terms and conditions.

1. These Conditions apply from the moment you drive your vehicle into this car park and apply 24 hours a day, 7 days a week. As the owner of the vehicle you drive, you are bound by all these Conditions.

PAYMENT AND BREACH OF THESE CONDITIONS

2. You agree to the following rules:
 - a. You must comply with all rules or directions displayed in the car park from time to time.
 - b. You must not cause any obstruction to the other persons or vehicles using the car park.
 - c. You must not park in any area marked "RESERVED" or "NO PARKING" or outside of the line-marked parking lots.
 - d. The vehicle you are parking in this car park must be in safe working order, be roadworthy and be able at all times to be driven under its own power and do not present any danger or risk to other vehicles or persons or the car park.
 - You must pay before leaving the carpark.
 - Lost Ticket will be charged a penalty of RM25.00.
 - Parking your vehicle overnight will be charged at RM20.00 per night except for existing cardholders who have purchased the overnight rates.
3. If you contravene clause 2(a) to (d) of the above Conditions, you agree that your vehicle may be removed by having it towed at your own risk and expense and we may hold the vehicle until all outstanding debt has been paid. YOU AGREE TO PAY LIQUIDATED DAMAGES OF RM200.00 (inc 6% SST) or equivalent to the total repay lost, whichever is higher and must be paid within 14 days from the date the Notice of Payment is issued. If payment is still not made after 60 days, Sunyap Development Sdn Bhd will handover this matter to the appointed solicitor without further reference with you and all legal costs incurred shall be your full responsibility.
4. In the event the Government Authorities impose any tax, assessment, rates or such other levies including Sales and Service Tax ("SST") then the same shall be payable by you to Sunyap Development Sdn Bhd without prejudice under Service Tax Act 2018.

RESPONSIBILITY FOR DAMAGE

5. You are liable for any damage to the car park properties and vehicles caused by you or your vehicle.
6. While we shall take all responsible care, we cannot guarantee the security of your vehicle. We accept no liability for any claim by you or any other person, whether for loss or damage to you or any other person, or to your vehicle or any other vehicle, whether resulting from using the car park or being able to use the car park or from your negligence or otherwise.

MISCELLANEOUS

7. In the event of lost parking ticket or damage to any equipment or property, you must fill in the Form provided by us with your full name, Mykad or Passport No. and address, contact number, car registration number, color and model of vehicle when requested by us.
8. If we fail to act or pursue any right or remedy available to us this will not in any way prejudice our right to exercise that or any other right or remedy.
9. The cardholders need to make a report to our Carpark Service Centre immediately if the Card holder's vehicle is broke down.
10. Over height and overweight vehicles are not allowed to enter the Carpark. The maximum height is 6'.6" and the maximum permissible laden weight (BDM : 2500kgs).
11. No one is authorized to amend these Conditions on our behalf.

INTERPRETATION

12. To avoid any confusion as to the meaning of these Conditions:
 - a) **"claim"** includes any claim for damage, loss or compensation; and any damage or demand.
 - b) **"damage"** includes direct, indirect, consequential and special damage.
 - c) **"outstanding debt"** includes previous unpaid parking fees and/or unpaid enforcement notices.
 - d) **"vehicle"** includes its accessories and contents.
 - e) **"Car Park Management", "we" and "us"** means Sunyap Development Sdn. Bhd. and/or includes any of its employees.
 - f) **"you"** includes both the driver and the owner of a vehicle entering this carpark.
 - g) **"your vehicle"** means the vehicle which you are driving, regardless of whether it is owned by you.
 - h) **"notice"** means Sunyap Development Sdn Bhd Parking Notice.
13. **FOR ALL OTHER ENQUIRIES, PLEASE CALL OUR HOTLINE NO: +6016 476 6150**

B.RESERVED PARKING TERMS AND CONDITIONS

1. Upon signing and submitting this application, you agree to accept and comply with the conditions below.
2. Subject to the discretion and upon approval by the Car Park Management of an application, The Car Park Management may upon the payment of the fee, issue the applicant with a windscreen tag or passcard. If there shall be more than two (2) vehicles registered for each windscreen tag or passcard and only one windscreen tag or passcard is to be issued upon the approval of such application.
3. The Applicant is required to pay a deposit for the reserved parking lot and passcard which the deposit is refundable upon termination and return of the reserved parking lot or passcard in good condition. The Car Park Management hereby reserves the right to use the deposit to offset the outstanding amount owed by the Applicant.
4. The reserved parking fees are to be paid in advance before the commencement of the approved parking period.
5. The reserved parking lot is only allowed for parking of vehicles and no other activities or purpose is allowed.
6. The windscreen tag or passcard is strictly non-transferable. Should any vehicle registration number to be different from the one given to The Car Park Management leading to The Car Park Management issuing the windscreen tag or passcard, the vehicle shall be treated as a casual parking vehicle and a parking fee will be charged according to the enforced rates.
7. The Applicant must give The Car Park Management a full calendar month advance written notification of intention to terminate the Reserved parking lot. A full calendar month parking charge shall be imposed on the Applicant on the month in which termination is to be effected
8. **RM10.00** will be charged by the Car Park Management for the replacement of lost or damaged pass card(s). Even if the card is found at a later date, no refund will be made to the Reserved Parking holder.
9. An additional non-refundable administrative fee of **RM35.00** will be payable for every subsequent change of the vehicle's registration number (excluding the initial registration number).
10. Registration of reserved parking can be done at 2nd Floor, Car park Service Centre (CSC) from 8:00am to 5:30pm from Monday to Friday. The reserved parking is including parking overnight from Monday to Sunday and Public Holiday.
11. Reserved Parking Passcards holder is advised to renew their pass card in advance to avoid any inconvenience.
12. The Car Park Management reserves the right to alter or amend any of the above terms and conditions without prior notice and any decisions made is final.

C.SEASON PARKING TERMS AND CONDITIONS

1. Upon signing and submitting this application, you agree to accept and comply to the conditions below.
2. Season passcards are non-transferable and to be used only with designated vehicles as stated in the application forms. The Car Park Management reserves the right to refuse or otherwise withhold any passcard and the privileges whether permanently or temporary in the event of abuse. Passcard holders are advised to notify our Car Park Service Centre in the event that they need to use other vehicles with their passcards.
3. The Amount Payable to the Car Park Management by the season passcard holder includes Sales and Service Tax (SST) Act 2018 which is chargeable by the Car Park Management and required to be paid by the season passcard holder. In the event the Government Authority impose any tax assessment, rates or such other levies including Sales and Service Tax (SST), then the same shall be payable by you to the Carpark Management without prejudice.
4. Payment for season parking is calculated on a monthly billing cycle as stipulated for each carpark and commences on the 1st day of the month to which the billing cycle relates. No pro rata or proportionate allocation of fees will be applied or refunded for any unused portion of the billing cycle, irrespective of when payment is made.
5. Failure to renew and make payment before expiry date for all season passcard holders will result in deactivation and reactivation of Passcard. If you have entered the car park using a parking ticket and subsequently renewed your season parking you will not be allowed to leave the car park by using your passcard without first paying the fee accrued for entering the car park using a parking ticket. No rebates or refund will be provided to you for such payment nor will you have your parking ticket validated for free. Please note that reminders are not obligatory but courtesy and each Season season passcard holder is in charge of their own account/s.
6. **RM10.00** will be charged by the Car Park Management for replacement of lost or damaged pass card(s). Even if the card is found at a later date, no refund will be made to the Reserved Parking holder.
7. If the season passcard holder is found to have violated the conditions of entry to the car park the Car Park Management reserves the right to terminate the parking privileges.
8. The season parking will be terminated by either party by giving one (1) month's written notice to the other, then at any time.
9. The application for the season passcard can be done at 2nd Floor, at Car park Service Centre (CSC) open from 8:00am to 5:30pm from Monday to Friday. The reserved parking are including overnight parking from Monday to Sunday and Public Holiday.
10. Calculation for refund balance will only be processed upon receipt of the pass card. If the passcard is not returned by the due date in good condition (e.g. not physically damaged or disfigured in any way) then the deposit will not be refunded. Calculation for the balance of unused portion of the season parking (if any) after one month's notice will only be calculated from the date of the passcard is returned to us and verified with our official receipt. No refund or rebate will be provided to any season passcard holder with less than five (5) working days to the termination of their season parking.
11. Any verbal abuse, physical threat or intimidation of any kind or whatsoever to our staff will result in an immediate termination of season parking.
12. The Car Park Management reserves the right to alter or amend any of the above terms and conditions without prior notice and any decisions made is final.