

TERMS & CONDITIONS OF SEASON PARKING (SEMASA PARKING SDN BHD)

Users shall use the carpark at their own risk and hereby exempt Semasa Parking Sdn Bhd ("the Company"), its agents and servants from liability of any kind resulting from any accident, damage or injury to person or for any loss resulting from theft or damage to property occurring within the carpark which is not directly caused by the negligence of the Company.

APPLICATION FOR SEASON PARKING CARD

1. Upon approval by the Company of an application, the Company will issue the Licensee with a season passcard.
2. A one-off administrative fee of **RM18.87** per season passcard will be charged for every new season parking application.
3. All passcard shall remain the property of the Company.
4. The Company has the right to withdraw at its own discretion without prior notice any parking facility that is granted herein.
5. One-off payment of **RM94.34** shall be paid by the Licensee upon approval of an application for One (1) designated Reserved Parking bay signage. Any changes to the car registration number thereafter shall be subject to additional payment of **RM18.87** per registration number per bay.
6. Should the Licensee wish to postpone the commencement of the season parking, a further administration fee of **RM28.30** will be charged.
7. The passcard *will be issued to the applicant only* and **STRICTLY NON TRANSFERABLE**.

TERMINATION OF SEASON PARKING PASSCARD

1. Applications for the return of refundable deposit on parking fees and passcard should be made by completing the relevant Termination Form (made available to Licensee by the Company).
2. Deposit of season parking fees will be refunded within Forty-five (45) working days upon receiving letter of termination and upon return of the season passcard in a GOOD RE-USABLE CONDITION to the company.
3. All season parking fees paid for the current month are non-refundable.
4. The Licensee shall return the passcard as soon as the valid parking period expires. Otherwise, season parking fees for the whole calendar month will be charged regardless of usage in the month.
5. The Company reserves the right to *TERMINATE forthwith the season parking facility without prior notice to the Licensee*, should the Licensee fail to make parking fees payment for a maximum period of Two (2) months and the deposit will be offset against such fees due and payable.
6. The Company reserves the right to terminate the season parking facility upon the breach of any of the above terms and conditions and no refund of the season parking fees and deposits will be granted.

GENERAL TERMS

1. The Company reserves the right to increase the season parking and ancillary fee *by giving One (1) month prior notice to the Licensee at any time*.
2. Parking fees are to be paid in advance or by the 7th of each month. Failure to pay by the 7th of each month will result in the card being BLOCKED. Collection of the season parking pass card is available upon proof of payment by the Licensee at the site office during office hours (8 a.m. till 5 p.m. only) except Saturday, Sunday, and Public Holidays. A reactivation fee of RM10.00 (non-refundable) is due and payable upon activation of blocked cards.
(If applicable)
3. Should the Licensee wish to suspend the season parking for a period not exceeding Two (2) months without parking fee charges (Suspension upon approval), the appropriate passcard must be surrendered to the Company's office at least One (1) day before the suspension date together with the Suspension Form and by a return request to hold such under trust.
4. The suspension fee imposed will be half month of season parking rental fee (with exception of Maternity Leave).
5. The Company reserves the right to terminate such should the Licensee fail to recommence use of the facility by the end of the suspension date specified or fails to communicate prior to this date with the Company.
6. The Licensee will be wholly responsible for the safekeeping of the passcard. Misplaced/ lost or damage passcard must be reported to the Company immediately. The same may be replaced upon payment of **RM50.00** to the Company as a replacement charged for the passcard.
7. The Licensee shall strictly park at the designated parking area, failing which visitor's parking rate and clamping fee are to be imposed.
8. TAKE NOTICE THAT the Company is entitled to regard as abandoned any vehicle left in the carpark for more than 30 days without prior written notification and which is not known by the Company to be covered by a current valid season passcard or other payment methods. The Licensee agrees that the Company or its appointed contractors, agents and servants may enter, move, tow away or store the abandoned vehicle (or any vehicle parked in a non-designated parking area) at the Licensee's own cost and expense and risk and the Licensee hereby exempts the Company or its appointed contractors, agents and servants from liability of any kind resulting from any damage to or any loss of vehicle or property or personal belongings in the vehicle occurring while entering, moving, towing and storing the vehicle. The Company may hold the vehicle or property or personal belongings in the vehicle until all sums due (including towing, storage and recovery costs) has been paid in full by the Licensee."

PLEASE TAKE NOTE THAT the Company reserves the right to alter or amend any of above terms and conditions without prior notice and any decision made by the Company is Final.