

Terms & Conditions for Season Parking Application

1.0 APPLICATION

- 1.1. The car park is operated by 1MK RETAIL SDN BHD ("the Management"). The operations of the car park are governed by DBKL and its rules and regulations. The Management has appointed Sonicboom Solutions Sdn Bhd ("Sonicboom") to be the service provider for the cashless parking system.
- 1.2. The application for season parking can only be made by the tenant or occupiers of 1 Mont Kiara, Wisma 1MK and Menara 1MK only and the elevated car park bays are only applicable for the season card holder(s) for Menara 1MK only.
- 1.3. All applications for the season parking must be made via www.haste.my or such other website as may be prescribed by the Management ("Online System"), which is the online self-service portal for season pass management and fee collection. The applicant ("the Licensee") shall complete the application form online and submit it for approval. All fields marked with an asterisk (*) are mandatory. **A copy of either the Identity Card or Driving License and Tenancy Agreement for each Licensee is required to support the application and shall be emailed to carpark@1mk.com.my.**
- 1.4. If required by the Management, the Licensee shall submit such additional information and/or documents as may be prescribed by the Management to support the application.
- 1.5. By submitting the application, the Licensee:-
 - (a) declares that all particulars and information provided are true and accurate;
 - (b) consents to the collection, use and disclosure of the personal data by Sonicboom and the Management for the purposes related to the season parking; and
 - (c) confirms to have read, understood and unconditionally agreed to be bound by all the terms and conditions stipulated herein.
- 1.6. The commencement date for each new season parking application shall be the 1st day of each calendar month. The cut-off date for each application shall be 5 working days before the commencement date. Any application received after the cut-off date may cause a delay and to be brought forward to the next commencement date if the application is approved.
- 1.7. All applications for season parking shall be for the entire calendar month and will not be apportioned in whatsoever way.
- 1.8. Transfer of ownership is **not allowed**. If there is a change of staff using the same Touch 'N Go card, please apply through the Online System as a new application (administrative fee applies).
- 1.9. The Management shall reserve the right to reject any application or withdraw any approval at any time in its sole and absolute discretion without assigning any reason.

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2.0 PAYMENTS OF SEASON PARKING CHARGES

2.1 The Monthly Season Parking Charge shall be as follows ("Monthly Season Parking Charge"):

TYPES OF PARKING	CHARGES PER MONTH (Exclusive Of Service Tax)
Reserved Lot(s) (with vehicle no.)	RM330.19
Non-reserved & Temporary Lot(s)	RM207.55
P1 - Motorcycle Parking	RM37.74

2.2 The Monthly Season Parking Charge shall not be pro-rated or subject to any apportionment notwithstanding any month in the approved season pass period is not a full calendar month.

2.3 A non-refundable administrative fee of RM20.00 (Non-reserved and Motorcycle Parking) and RM50.00 (Reserved Parking) per application will be imposed.

2.4 The payment of the Monthly Season Parking Charge shall be made through the Online System in accordance with the following manner :

- (a) for any new season parking application, the Licensee shall pay the Monthly Season Parking Charge in advance within [3] working days from the date of approval by the Management, failing which the application will automatically be rejected and the season parking lot will be allocated to other applicant without any prior notice; and
- (b) for renewal of any existing season parking, the Licensee shall pay the Monthly Season Parking Charge in advance on or before the last day of the preceding calendar month, failing which the season pass will automatically be deactivated and the season parking lot will be allocated to other applicants on the 1st day of the following calendar month without any prior notice.
- (c) No reactivation of season pass is allowed. Deactivated pass due to non-payment is considered terminated. The user needs to make a new application in order to continue using the same pass, administrative fee applies.

2.5 The Management shall not be responsible for any loss, cost or expense howsoever caused to the Licensee or anyone arising from or incidental to the deactivation of season pass card and no refund of hourly parking charges whatsoever will be made to the Licensee during the period of deactivation of the season pass card. For avoidance of doubt, the Management is not obligated to give any reminder to the Licensee in regard to the payment of the Monthly Season Parking Charge.

2.6 The Management reserves the right to revise the Monthly Season Parking Charge at any time and from time to time as deemed necessary in its absolute discretion by giving prior notice to the Licensee through the Online System or otherwise. The revised Monthly Season Parking Charge shall take effect in the following month or such other period to be prescribed by the Management.

2.7 Payment made in advance for a season pass is non-refundable.

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3.0 USE OF THE CAR PARK

- 3.1. **THE LICENSEE AND ITS DESIGNATED SEASON PASS USERS SHALL PARK THEIR VEHICLES IN THE CAR PARK AT THEIR OWN RISK.** The Management shall not be in any way responsible or liable for, and the Licensee shall not claim against the Management for any losses, damages, claims and demands of every kind to the full extent resulting from any accident, theft, loss or damage to property, or injury to person however caused, accruing in or upon the car park or in using the car park. The Licensee hereby agrees to indemnify the Management of any claim arising from the use of the season pass and the car park by the Licensee or the user of the season pass card.
- 3.2. All season card holder(s) shall park at the designated area at P3 and P3A; L4 - L9 and P1 (for motorcycles) only. The season parking bays shall only be reserved during Mon-Fri: 6:00am - 6:00pm, Sat: 6:00am - 2:00pm or at any other time as may be determined at the sole discretion of the Management ("Season Parking Hours"). Notwithstanding the above, the Licensee may still access the car park using the season pass card(s) after working hours.
- 3.3. The Licensee shall comply with the following terms of use in using the season pass card and the car park:
- (a) no washing, servicing or repairing of vehicles is permitted in the car park.
 - (b) not to block or obstruct other persons or vehicles using the car park.
 - (c) to only park at the allocated reserved bay (for reserved parking).
 - (d) to obey all signs, lane markings and directions marked by the Management.
 - (e) to take all due care and attention and use all reasonable caution for the safety of other users of the car park.
 - (f) not to cause any damage to the car park (including equipment) or any part thereof.
 - (g) not to bring any hazardous or combustible material into the car park or engage in any illegal, offensive or immoral activities within the car park.
 - (h) not to park vehicles in unauthorized space.
 - (i) to adhere to all laws and other rules and regulations which may be issued or imposed by the Management from time to time.
- 3.4. The Management will take legal actions against any motorists found committing dishonest acts including but not limited to entering and/or exiting the car park by tail-gating (following closely behind) other vehicles in order to avoid payment. As such acts are considered to be cheating, the Management will report to the police with the video footage of the acts (NB: All entrances and exits of 1 Mont Kiara are covered by CCTVs).
- 3.5. The Management shall reserve the right to apply wheel clamps on the vehicle of the motorists who violate any of the terms and conditions stipulated herein at the motorists' own risks and expenses. The wheel clamps will only be released subject to the Licensee paying the clamping fee of RM100.00 for each wheel clamp applied.

4. DEFAULT AND TERMINATION

- 4.1. The Management reserves the right to impose charges or immediately terminate the season pass of the Licensee which, in the opinion of the Management, has violated any of the terms & conditions contained hereunder or the relevant governmental rules & regulations, or has misused its season pass card, or has caused danger to the public safety such as driving against the direction of the traffic flow in the car park. A penalty of RM50.00 will be charged for each of the offences committed. The Management reserves the right to revise the penalty charges from time to time in its absolute discretion.

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- 4.2. The Management will not be liable for any loss or damages which may be incurred or suffered by the Licensee or its employees, servants, contractors, agents and/or invitees arising from the denial of access or termination of the season parking.
- 4.3. The Licensee is not entitled before the expiry of the license period subscribed hereunder, suspend or terminate the season pass granted to the Licensee hereunder for whatsoever reason without the prior written consent of the Management.

5. INDEMNITY

- 5.1. The Licensee shall indemnify and hold harmless the Management and its employees, servants, contractors and agents against all damage occasioned to the car park areas or to any person caused by or attributable to the default or negligence of the Licensee or its employees, servants, contractors, agents and/or invitees and shall make good to the Management every loss and damages sustained by the Management.

6. CHANGE OF DETAILS

- 6.1. The Licensee shall be responsible to inform and update the Management in a timely manner of any changes to the registered vehicles, the registration numbers of the vehicles, the names of the season pass user and/or any other information submitted to the Management, via email or through the Online System (if applicable) or in such other manner as may be prescribed by the Management.

7. GENERAL

- 7.1. The Management reserves the right to add, amend and/or revise the terms and conditions for the use of the car park at any time and from time to time without any prior notice.
- 7.2. The Management reserves the right to introduce any new season parking scheme and/or discontinue the scheme at its sole discretion.
- 7.3. Nothing herein contained shall be construed as creating a tenancy or conferring any interest in land upon the Licensee.
- 7.4. Failure or delay by the Management to exercise or enforce any rights contained hereunder shall not operate as a waiver of such rights.
- 7.5. This season parking contract shall be construed in accordance with and governed by the laws of Malaysia.
- 7.6. The Licensee shall not assign the right or obligation under the season parking to any other party without the prior written consent of the Management.

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8. ENQUIRIES / PAYMENT OF CAR SEASON PARKING FEES

For any enquiries or payment of Season Parking fee(s), please contact the Management at 03-6203 7688 or email carpark@1mk.com.my during office hours: 9am - 1pm; 2 - 6pm (Monday - Friday). Lunch hour is from 1 - 2pm. The office is closed on Saturday and Sunday, and during Public Holidays.