KOPERASI MCIS BERHAD (2144)

PARKING APPLICATION FORM

PERSONAL DATA

FULL NAME: _____ NRIC: _____.

CONTACT NO: _____. EMAIL ADDRESS: _____.

TENANT/COMPANY NAME: _____.

VEHICLE INFORMATION

VEHICLE 1-REGISTRATION: _____ VEHICLE 1- MODEL: _____.

VEHICLE 2-REGISTRATION: _____ VEHICLE 2- MODEL: _____.

VEHICLE 3-REGISTRATION: _____ VEHICLE 3- MODEL: _____.

PARKING DETAILS

PARKING TYPE: _____. PREFERRED PARKING AREA: _____.

PAYMENT DETAILS

DEPOSIT AMOUNT: _____. MONTHLY CHARGES: _____.

PARKING LICENSE APPLICATION FORM SHALL BE GOVERNED BY THE TERMS AND CONDITIONS CONTAINED HEREIN;

1. Application
   a. Applications and season parking rights are strictly not transferable.
   b. Applications for season parking are to be made through this Car Park System. All fields are mandatory, especially the email address which we will use as the main point of communication.
   c. By submitting an application through the Car Park System, the applicant shall be deemed to have:
      i. declared that the particulars and information given are true and accurate;
      ii. consented to the collection, use and disclosure of his/her personal data by us (the car park operator, Park Xpert Solution Sdn Bhd) in connection with the car park services including incidental purposes as may be appropriate; and
      iii. read, understood and agreed to be bound by the terms and conditions set-out herein.
   d. The applicant shall, in a timely manner, update his particulars should there be any changes, via the Car Park System.
   e. We wish to inform you that we collect and use the personal data of applicants for the purpose of identification (including distinguishing between applicants with similar or same names), administration, and to facilitate contact and communication in connection with operational and legal matters. We may, in addition, disclose applicants' personal data to third parties where this is necessary in connection with car park operations and/or the Car Park System, such as where payments are made via third party payment service providers.
   f. Any approval of applications shall be for entire calendar months or half months. Commencement dates 1st of each calendar or 15th of each calendar month.
   g. Applicants will have to furnish additional information to the car park office within one week of their application if their submitted application is incomplete, or if required to or requested to do so by the Management Office. Failing which, the application will be rejected.
   h. The car park management reserves the right to reject any application or withdraw any approval at its discretion
2. Privacy Policy
   Pursuant to the Personal Data Protection Act 2010 ("PDPA"), Park Xpert Solution Sdn Bhd is mindful and committed to the protection of your personal information and your privacy.
3. Charges and Payment
   a. Season parking fee shall be paid for a FULL month (including **SST of 8%,** if applicable) even if applied in any date between the particular month and expire will be at the end of the month.
   b. Commencement dates are fix either **1st** or **15th** of each calendar month.
   c. All season parking fee must be paid **on/by the 30th** day of each calendar month.
   d. A Penalty fees will be imposed at **RM20.00** to activate their card after the due dates/card been blocked.
   e. All new customers are required to pay a sum of **one (1) month** REFUNDABLE DEPOSIT.
   f. For every request to change or switch TnGo card number, a fee of **RM10.00** will be charged.
   g. The rates of season parking fees may be revised from time to time by the property owner, the property manager and/or the Car Park Management at their absolute discretion.

4. Change of Vehicle
    a. Request for change of vehicle is subject to the sole discretion of the Car Park Management.
    b. Transfer of season parking rights to persons other than the applicant is STRICTLY NOT PERMITTED. Any such transfer will result in immediate termination of season parking without any refund whatsoever. We will not entertain any form of request, appeal, calls, demand and/or pleas pertaining the termination.
    c. Change of vehicle may only be made between vehicles used by the applicant.
    d. Change of vehicle may be made in the instance of a purchase/lease of a new vehicle, or if the applicant's vehicle is under repair and a replacement vehicle is used.

5. Cancellation, termination and refund
    a. Except as provided for elsewhere in these terms and conditions, there shall be no refund for any unused period within a month under any circumstances.
    b. All customers who wish to discontinue as season parker shall inform the car park operator at the car park office or by any means of communication one (1) month prior to the termination and the deposit will be refunded accordingly. Failure to give sufficient of 1 month notice the DEPOSIT will be forfeited.
    c. Once season parking is cancelled/ terminated, we will reallocate the parking lot to the next in queue.
    d. Season car park holders must not be in arrears and will have to continue paying for the season parking lot in order to maintain their season parking allocation. Suspension of season parking is not permitted.
    e. Offset of season parking fees from one month to another will not be allowed.
    f. Late renewal of season parking shall not entitle the season parking holder to a refund of any hourly parking fee paid. We will not entertain any form of request, appeal, calls, demand and/or pleas.
    g. **In the event of non-payment continuously for two months, the parking facility will be automatically terminated and the deposit will not be refunded**.
    h. We may at our sole discretion terminate an existing season parking contract:
        i. by giving at least one (1) month notice to the season parking holder (such notices will be sent via e-mail), such termination to take effect from the date stated in a notice of termination; or
        ii. immediately upon notice if any season parking holder is found to have contravened the car park Usage terms set out herein, or is otherwise in breach of contract. In such an event, the season parking fee paid for any unused period of the current month and in respect of the remaining period (if any payment in respect of such remaining period has been paid upfront) will not be refunded.

6. Usage
    a. Car park users shall:
        i. take all due care and attention, and drive safely, whilst in the car park;
        ii. strictly conform to and abide with all rules and regulations which may be issued by Car Park Management Office from time to time, and with instructions and directions given by authorized staff, as well as with any authorized notices, signs or markings displayed or affixed in the car park;
        iii. not damage the car park (including equipment), bring any hazardous or combustible material into the car park, park their vehicle in unauthorised places, or engage in illegal, offensive or immoral activities within the car park;
        iv. not provide false information to the Car Park Management Office and their respective employees, agents and contractors; and
        v. not resell their season parking slot.
    b. The car park management shall have a general lien over and the right to retain (by wheel-clamping or otherwise) vehicles as security for monies due and owing. Vehicles which are improperly parked or parked outside of designated areas, or which have caused damage to the car park or its equipment, may be wheel-clamped, and a release fee (at such rates imposed by the respective property from time to time) shall be payable by the vehicle owner for the release of the wheel-clamp. By entering into this contract, the season car park holder consents to the foregoing actions for himself/ herself as well as on behalf of the vehicle owner.

7. Disclaimer of liability
    a. The property owner, Car Park Management and their directors, employees and agents, shall not be liable for, and season parking holders and other car park users shall not claim against the same, in respect of any theft, loss or damage or cost or expense, of any nature, howsoever caused or incurred, whether due to or arising from their negligence, want of care, acts, omissions or default or otherwise, to or of any vehicle or the fittings or contents of any vehicle moving in and out of or parked in the car park or other personal property. Every vehicle whilst in the car park is entirely at its owner's or driver's risk. Where the vehicle used by the season car park holder is not owned by him/her, the owner of the vehicle shall: (a) be informed by the season car park holder of the terms of this disclaimer, and (b) by permitting the season car park holder to park the vehicle at the car park, be deemed to have agreed to be bound by the terms of this disclaimer.

8. Others
    a. The terms and conditions herein may be revised, amended or supplemented, by the property owner and/or the Car Park Management Office, without prior notice.
    b. These terms and conditions shall apply together with the terms contained in any notices which may be displayed at the respective car parks, save that in the event of any inconsistency with those terms, these terms and conditions shall prevail to the extent of such inconsistency.
    c. In respect of season parking contracts entered into prior to this Cark Park System becoming operational, the terms and conditions herein shall constitute a revised set of terms and conditions and shall accordingly supersede previous terms and conditions governing season parking contracts.
    d. Nothing in the contract with the season car park holder creates or will be construed as creating any tenancy or conferring any interest in land upon the holder by way of lease or otherwise in the car park or any part of it.
    e. A failure by us to exercise or enforce any of our rights under this contract shall not constitute a waiver of any of our rights so as to bar the exercise or enforcement thereof at any subsequent time.
    f. Except as provided for elsewhere in these terms and conditions, all matters (including disputes) in connection with this contract and the use of the car park shall be kept strictly confidential.
    g. The season parking contract shall be governed by the laws of Malaysia. The season parking holder and vehicle owner agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

ACKNOWLEDGEMENT: I ACKNOWLEDGE THAT ALL THE INFORMATION PROVIDED ABOVE ARE TRUE, I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS.	**OFFICE USE ONLY APPROVED BY**
NAME:	NAME:
SIGNATURE:	SIGNATURE:
DATE:	DATE: