

SEASON PARKER

TERMS & CONDITIONS

1. **INTERPRETATION**

- a) "TIMES24 SINGAPORE PTE LTD" trading as TIMES24 and its assigns, successors, servants, agents, and contractors.
- b) "IU or Access Card" shall mean any form of card or identification devices including IU Number from In-Vehicle-Unit, specified by TIMES24 SINGAPORE PTE LTD from time to time including, but not limited to, pass cards, access cards, parking cards, window passes, windscreen tokens or monthly passes.
- c) Words importing the singular shall include the plural and vice versa. Words importing gender include every other gender. Words importing persons include bodies corporate and vice versa.
- d) Season Parker includes each person who parks the registered vehicle in the Car Park under this agreement.

2. **LICENCE TO PARK**

Subject to this Agreement TIMES24 SINGAPORE PTE LTD will permit the Season Parker to use and occupy the parking space(s) at the Car Park, in such position as TIMES24 SINGAPORE PTE LTD at all times determines.

3. **OBLIGATIONS OF SEASON PARKER**

- a) To pay in advance to TIMES24 SINGAPORE PTE LTD the Monthly Parking Fee by **25th of every calendar month.**
- b) To observe and conform to all the rules and regulations relating to the use of the Car Park as may be made from time to time by TIMES24 SINGAPORE PTE LTD, and to obey all lawful instructions and directions given by TIMES24 SINGAPORE PTE LTD and, those applicable to the display of or use of the Pass Card, speed restrictions, traffic flow directions and areas designated as being either "no parking" or "reserved parking" areas.
- c) To pay on the signing thereof all other applicable fee.
- d) No refund to the Season Parker for being charged as hourly parker due to LATE PAYMENT of season parking on or after 1st of every month.
- e) For any bounced cheque or unsuccessful GIRO deduction, TIMES24 SINGAPORE PTE LTD impose an admin fee of \$30.00.

4. **REVIEW AND VARIATION OF MONTHLY LICENCE FEE**

TIMES24 SINGAPORE PTE LTD shall be entitled to give the Season Parkers one (1) month's prior written notice at any time to adjust the Monthly Parking Fee.

5. **DENIAL OF ACCESS**

TIMES24 SINGAPORE PTE LTD shall be entitled to deny the Season Parker access to or egress from the Car Park if the Monthly Parking Fee for any month has not been received by Secure Parking by the first day of that month.

7. **EXCLUSION OF LIABILITY**

To the extent permitted by law, TIMES24 SINGAPORE PTE LTD will not be liable for any direct, indirect, consequential or special loss or damage of whatsoever nature suffered by the

Season Parker or driver or owner of any vehicle the subject of this Agreement (including without limitation the loss of the vehicle or any damage whatsoever thereto or for the loss of or damage to any of the vehicle's accessories or contents) howsoever any such loss or damage may be caused or whether by the negligence, omission, act or default of TIMES24 SINGAPORE PTE LTD. The terms of this condition shall extend and shall at all times apply whilst the vehicle is parked or otherwise in TIMES24 SINGAPORE PTE LTD's custody or control or whilst it is being moved or driven and shall extend and at all times apply whilst the vehicle is retained by TIMES24 SINGAPORE PTE LTD pursuant to the terms and conditions hereof.

8. SEASON PARKER'S RISK

The Season Parker agrees that any and all vehicles driven and parked at the Car Park the subject of this Agreement are driven and parked at the risk and responsibility of the Season Parker. To the extent permitted by law, the Season Parker releases and indemnifies TIMES24 SINGAPORE PTE LTD from and against any liability, loss, damage, claim or proceeding in respect of any injury or damage howsoever arising and whether direct, indirect, consequential or special or to any person or property (real or personal) and irrespective of whether the same is due to the negligence, omission or default of Secure Parking and irrespective of whether the vehicle is being driven or not at the time of such injury, loss or damage.

9. NO SAFE CUSTODY

As a fundamental and essential term of this Agreement the Season Parker agrees and accepts that TIMES24 SINGAPORE PTE LTD does not nor does it have authority to accept any goods or chattels of the Season Parker for safe custody. To the extent permitted by law, Secure Parking will not be liable for any loss or damage whatsoever to any goods or chattels alleged to have been left with TIMES24 SINGAPORE PTE LTD for safe custody howsoever such loss or damage may be caused whether by the negligence or otherwise of TIMES24 SINGAPORE PTE LTD or by the negligence or otherwise of any person acting with or without the authority of TIMES24 SINGAPORE PTE LTD.

10. RELOCATION OF VEHICLE

Notwithstanding any demand or request to the contrary TIMES24 SINGAPORE PTE LTD shall be entitled to move any vehicle while it is parked in the Car Park by driving it or towing it away, even if it is locked. The vehicle may be moved or driven to such place as TIMES24 SINGAPORE PTE LTD deems fit in the case where it is being retained by TIMES24 SINGAPORE PTE LTD pursuant to Condition 11 or in any case where the Car Park has to be evacuated in an emergency or closed in whole or in part.

11. RIGHT OF RETENTION

TIMES24 SINGAPORE PTE LTD shall have a right of retention of the vehicle or vehicles or any of its accessories or contents until all sums due for parking and/or other services rendered by TIMES24 SINGAPORE PTE LTD to the Season Parker have been paid in full. Upon default of payment of any such sums for thirty (30) days following written request for payment, TIMES24 SINGAPORE PTE LTD shall be entitled to sell the vehicle and/or the goods or articles therein by auction or otherwise to recoup any monies owing to it. Parking charges will be payable in respect of any period of retention.

12. TERMINATION / BREACH

This Agreement may be terminated by either party giving one month's written notice to the other at any time.

If the Season Parker breaches any term, condition or covenant of this Agreement, TIMES24 SINGAPORE PTE LTD may, without prejudice to its rights hereunder, terminate this Agreement by notice in writing with immediate effect.

13. WAIVER

Time shall be of the essence for the purposes of this Agreement. No time or other indulgence granted by TIMES24 SINGAPORE PTE LTD shall constitute a waiver of any of its rights herein or at law and TIMES24 SINGAPORE PTE LTD shall not be precluded from exercising any such rights against the Season Parker which may have arisen in the past or which might arise in the future.

14. RELATIONSHIP

Nothing in this Agreement shall create or be construed as creating any bailment or tenancy or conferring any interest upon the Season Parker by way of lease or otherwise in the Car Park or any part thereof.

15. ASSIGNMENT

This Agreement is personal to the Season Parker. The Season Parker may not assign or transfer or in any manner affect the assignment or Transfer of this Agreement.

16. CONDITIONS OF PARKING

The conditions of parking displayed at the entrance or within the Car Park shall be deemed to be incorporated in this Agreement so far as they are not varied by or inconsistent with the express terms of this Agreement.

17. SEVERABILITY

To the extent that any one provision or part of this Agreement is either invalid or unenforceable by any applicable law, such provisions or part shall be ineffective and shall not invalidate or modify the remaining provisions or parts hereof, which shall continue in full force and effect as if the invalid or unenforceable provision or part had not been included herein.

18. MODE OF PAYMENT, BILLING INFORMATION AND INVOICING

a) Unless otherwise agreed by TIMES24 SINGAPORE PTE LTD, the Parking Fee and other sums due shall be effected via bank transfers, credit cards or such other mode of payment as may be available from portal system from time to time.

b) The Season Parker is required to furnish accurate and complete billing information, including legal name via email for any changes in such billing information within Seven (7) calendar days of such change.

19. PERSONAL DATA PROTECTION ACT (PDPA)

TIMES24 SINGAPORE PTE LTD shall fully adhere to provisions and/or regulations as stipulated in the PDPA upon collecting the sensitive information from the Season Parker. TIMES24 SINGAPORE PTE LTD further undertakes that the information given by the Season Parker shall not be shared or disclosed to any third party unless otherwise permitted by the Season Parker or in accordance with the PDPA. For the avoidance of doubt, it is the responsibility of the Licensee to ensure the information given to TIMES24 SINGAPORE PTE LTD is accurate, up-to-date, and not misleading. TIMES24 SINGAPORE PTE LTD shall not be held liable and/or responsible for any incorrect information as given by the Season Parker pursuant to this Agreement and the Season Parker shall remain fully liable and to keep TIMES24 SINGAPORE PTE LTD fully indemnify in the event of furnishing incorrect information as requested by this Agreement.

20. OTHER TERMS AND CONDITIONS

All the other terms and conditions as listed in the TIMES24 SINGAPORE PTE LTD portal system shall be deemed incorporated into this Agreement. In the event, there is any inconsistency of the terms made between the TIMES24 SINGAPORE PTE LTD Portal System and this Agreement, the provision of this Agreement shall prevail.
