



CONTRACTS FOR SEASON PARKING SHALL BE GOVERNED BY THE TERMS AND CONDITIONS CONTAINED HEREIN

1. Application

- a. Applications and season parking rights are strictly non-transferable.
- b. Applications for season parking are to be made through this Season Parking Application Form. All fields are mandatory, especially the email address, which will be used as the main channel of communication with you.
- c. By submitting this application, 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 property owner and its property manager - New Park Property Pte. Ltd. and Pullman Singapore Orchard) in connection with the carpark 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/her particulars should there be any changes.
- e. The property owner and its property manager, New Park Property Pte. Ltd. and Pullman Singapore Orchard may 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 carpark operations and its system, such as where payments are made via third party payment service providers.
- f. Approved applications are valid for one (1) month.
- g. The property owner and the property manager reserves the right to reject any application or withdraw any approval at its discretion.

2. Charges and Payment

- a. Applicants have to make full payment for the allocation or renewal of season parking lots.
- b. Applications have to be made at Pullman Singapore Orchard, Security Department and it will take three (3) working days to effect the application.
- c. Payment methods available and conditions of use:
 - i) PayNow – UEN 200517552G
 - ii) Other enquiry – Please contact us at pullmansingaporeorchard.enquiries@accor.com or call 6603 8888
- d. You shall be responsible for any fees that may be charged to you by your bank in relation to any payment.
- e. All payments shall be made in Singapore Dollars.
- f. You agree to notify us within ten (10) working days of any discrepancy or dispute in payment transactions or payment / transaction / settlement amounts, failing which you shall not hold us liable in any way thereof and you shall be solely responsible thereof.
- g. For renewals, receipt of payment is required at least seven (7) working days before expiry of the existing contract, to confirm the acceptance of the carpark lot allocated for the month. If payment is not received by then, the season parking contract shall be deemed to be terminated with effect from the first day of the month for which the fee is not paid.
- h. Season parking fee must be paid for a **FULL month**.
- i. The rates for season parking may be revised from time to time by the property owner and the property manager at their absolute discretion. Accordingly, where season parking fees have been paid in advance, season parking holders shall be liable upon notice to effect top-up payments in accordance with the terms of such notice; subject however, that increases in season parking fees shall not apply for existing season parking holders in respect of: (a) the month in which holders are notified of such revision or such revision is published in the Carpark System, and (b) the following month.

3. Change of Vehicle Registration

- a. Approval for request for the change of vehicle registration is subject to the sole discretion of the property owner and the property manager.
- b. Transfer of season parking rights to persons other than the applicant is not permitted.
- c. Change of vehicle registration 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. Supporting documents required by the property owner and the property manager to process the transfer include:
 - i) New vehicle log card, or
 - ii) Lease agreement for the vehicle, or
 - iii) Service sheet proving that the vehicle is under repair
- e. If approved, change of IU will take effect three (3) working days after submission of supporting documents.

4. Cancellation, Termination and Refunds

- 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. Season parking holders may cancel / terminate their season parking usage. However, refunds for season parking fees (which have been paid in advance by the season parking holder) will only be made if notice of such cancellation/termination and the request for a refund of season parking fees (which have been paid in advance by the season parking holder) are submitted at least seven (7) working days before the commencement of the new contract. For the avoidance of doubt, there shall be no refund of season parking fees for any unused period in the month in which the season parking usage is cancelled or terminated.
- c. Once the 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 is not allowed.
- f. Late renewal of season parking shall not entitle the season parking holder to a refund of any hourly parking fees paid.
- g. Refunds for payments made shall be by the discretion of the property owner and the property manager. Email notifications will be sent to you when refund is being made or your bank account is credited for the refunds.
- h. We may at our sole discretion terminate an existing season parking contract:
 - i) by giving at least one (1) month's written notice to the season parking holder (such notices may be sent by email). The termination will take effect from the date stated in the notice of termination. In such an event, fees already paid will
 - ii) be refunded on a pro-rata basis in respect of any remaining period; or
 - iii) immediately upon notice if any season parking holder is found to have contravened the carpark 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.

5. Usage

- a. Carpark users shall:
 - i) be entitled to use the carpark only during its operating hours (as may be varied from time to time) and shall cause their vehicles to be vacated from the carpark outside of such hours;
 - ii) take all due care and attention, and drive safely, whilst in the carpark;
 - iii) strictly conform to and abide with all rules and regulations which may be issued by Management Office from time to time, and with instructions and directions given by authorised staff, as well as with any authorised notices, signs or markings displayed or affixed in the carpark;
 - iv) not damage the carpark (including equipment), bring any hazardous or combustible material into the carpark, park their vehicle in unauthorised places, or engage in illegal, offensive or immoral activities within the car park;
 - v) not provide false information to the property owner and the property manager and their respective employees, agents and contractors; and
 - vi) not resell their season parking slot.
- b. The property owner 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 carpark 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 parking holder consents to the foregoing actions for himself/ herself as well as on behalf of the vehicle owner.

6. Disclaimer of liability

- a. **The property owner and its property manager (New Park Property Pte. Ltd. and Pullman Singapore Orchard) and any third party service providers (including third party payment processing service providers) and their directors, employees and agents, shall not be liable for 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 carpark or other personal property. Every vehicle whilst in the carpark is entirely at its owner's or driver's risk. Where the vehicle used by the season parking holder is not owned by him/her, the owner of the vehicle shall: (a) be informed by the season parking holder of the terms of this disclaimer, and (b) by permitting the season parking holder to park the vehicle at the carpark, be deemed to have agreed to be bound by the terms of this disclaimer.

7. Others

- a. The terms and conditions herein may be revised, amended or supplemented, by the property owner and the property manager without prior notice.
- b. These terms and conditions shall apply together with the terms contained in any notices which may be displayed at the entrance of the carpark, save that in the event of any inconsistency with those terms, these terms and conditions shall prevail to the extent of such inconsistency.
- c. Nothing in the contract with the season parking 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 carpark or any part of it.
- d. 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.
- e. Except as provided for elsewhere in these terms and conditions, all matters (including disputes) in connection with this contract and the use of the carpark shall be kept strictly confidential.