

Terms and Conditions of Season Parking

1. Application

- a. Season parking passes are strictly not transferable.
- b. Applications for season parking passes are to be made online at <https://sunteccityparking.com.sg/> ("**the Car Park System**"). The email address provided in the application shall be used for all our communication with you.
- c. By submitting an application for a season parking pass 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 the property owner (being Suntec REIT), ESR Group Ltd (being the property manager), or ESR Real Estate Services Management Pte Ltd (being the managing agent of The MCST Plan No. 2197) (hereinafter referred to as "**us**" or "**we**") in connection with the car park services provided by us, including incidental purposes thereto 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 any changes to his/her particulars via the Car Park System.
- e. The applicant's personal data may be collected and used for the purposes of identification (including distinguishing between applicants with similar or same names), administration, and facilitation of contact and communication in connection with operational and legal matters. In addition, and where necessary, the applicant's personal data may be disclosed to third parties 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. The approval of an application shall be granted on a full calendar-month basis, upon the applicant's payment of the season parking fees for the full calendar month. Season parking fees will not be prorated, in the event that the applicant uses the season parking pass for less than a calendar month.
- g. If an applicant wishes to enjoy special benefits as a staff member of a tenant in Suntec City, the applicant shall upload a letter (using the template provided in the Car Park System), which shall be duly signed by an authorised signatory of the tenant, and dated no later than one (1) calendar month from the date of the season parking pass application on the Car Park System.
- h. Only vehicles that are owned by the applicant, or by the applicant's immediate family member, or by the applicant's company, or are duly leased to the applicant, may be registered for season parking. We reserve the right to verify the information submitted and request further documentary proof.
- i. We reserve the right to reject any application or withdraw any approval at our sole and absolute discretion.

2. Fees and Payment

- a. The applicant will be directed to make payment of the season parking fees (Refer to Annex A) and for other services, based on the payment methods provided in the Car Park System, when the applicant has been allocated a season parking lot, or is renewing a season parking lot.
- b. Payment methods available and conditions of use:
 - i. PayNow
 - ii. eGIRO

You shall provide billing information such as your name, billing address, and/or bank account information (for eGIRO payment) to us and/or our third-party payment processor, where requested. You agree that any failure to provide such information or the provision of false or inaccurate information shall render your application incomplete and/or void, and we shall not be liable for any loss suffered by you, as a result of the failure to process such applications.

By utilising either of the above payment methods, you authorise us to collect (whether directly or indirectly) the season parking fee or the renewal fee for season parking (as the case may be), including a 1% service fee, by processing such payments via a third-party online payment processor. If you are directed to the website of our third-party payment processor, you will be subject to the prevailing terms and conditions governing the use of such third party's service, including any collection and retention of personal information by such third parties. We shall not be responsible for any loss or harm to you resulting from your use of such third party's service.

You shall be responsible for any fees that may be charged to you by your bank or the third-party payment service provider in relation to any payments through such channels and/or failed transactions therefrom.

All payments shall be made in Singapore Dollars.

If you should opt for payment by eGIRO, deductions shall be made on the 17th day of every preceding month. Should a deduction date fall on Saturday, Sunday or a Public Holiday, deduction will be made on the next business day.

Any refund due to you (in accordance with our terms and conditions for cancellation or termination of the season parking pass, as set out in Clause 4 below) may be made by us via bank transfer to your account (as provided in the application) and shall constitute a valid discharge of our obligations due to you in respect of such amounts.

You agree to notify us in writing within ten (10) business days from the date of such payment transactions of any discrepancy or dispute in the payment transactions or payment/transaction/settlement amounts, failing which you shall be solely responsible, and shall not hold us liable in any way, for the same.

- c. For the renewal of season parking, the applicant shall effect the payment of the renewal fee on or before the 20th day of the preceding month in order to secure the car park lot allotted for the month, failing which the season parking pass shall be deemed to revoked with effect from the first day of the month for which the fee is not paid.
 - d. Season parking fee shall be paid for a full calendar month. For the avoidance of doubt, there shall be no proration of the season parking fee, in the event that the season parking passholder uses the season parking for less than a calendar month.
 - e. We reserve the right to revise the season parking fee or the renewal fee from time to time at our sole and absolute discretion. Accordingly, where season parking fees have been paid in advance, season parking passholders shall be liable upon notice of such revised season parking fees to effect top-up payments in accordance with the terms of such notice; subject however, that increases in car park fees shall not apply for existing car park holders in respect of: (a) the month in which holders are notified of such revision or such revision is published in the Car Park System, and (b) the following month.
- 3. Change of Vehicle registered for season parking
 - a. Season parking passholders may apply to change the details of their vehicle registered for season parking only in respect of vehicles used by the season parking passholder personally, in the event of a purchase or lease of a new vehicle by the said season parking passholder. Such application shall be accompanied by the following supporting documents (where applicable):
 - i. For newly-purchased vehicles (where the season parking passholder is a staff member of a tenant of Suntec City) – an updated letter (using the template provided in the Car Park System), which shall be duly signed by an authorised signatory of the tenant, and a copy of the log card of the new vehicle.
 - ii. For newly-purchased vehicles (where the season parking passholder is a non-tenant) – a copy of the log card of the new vehicle.

- iii. For leased vehicles – a copy of the lease agreement for the newly-leased vehicle, bearing season parking passholder's particulars.
 - b. Such applications to change the details of the vehicle registered for season parking shall be subject to our approval, which shall be granted at our sole and absolute discretion.
 - c. If such application is approved, the change of the in-vehicle unit (IU) number shall take effect within two (2) business days after the date the relevant supporting documents have been submitted to us.
 - d. For the avoidance of doubt, the transfer of the season parking pass or rights is strictly not permitted.
4. Cancellation, termination and refund
- a. Season parking passholders may cancel or terminate their season parking pass through the Car Park System.
 - b. Subject to clause 4(a) above, where the season parking passholder had made advance payments via PayNow or eGIRO, no refunds will be provided.
 - c. Once a season parking pass is cancelled or terminated, we shall forthwith reallocate the parking lot to the next application in queue.
 - d. Season parking passes may only be cancelled on a last-in, first-out month basis.
 - e. Season car park passholders must not be in arrears of the season parking fees or the renewal fees, and shall continue paying for the season parking lot by the 22nd day of the preceding month, in order to maintain their season parking lot allotment for the next month. Suspension of season parking is not permitted.
 - f. There shall be no setting off of season parking fees from one month to another month.
 - g. In the event that the season parking passholder is late in renewing the season parking pass for the next month (i.e. that the renewal application and renewal fee payment is not renewed by the 22nd day of the preceding month), and the season parking passholder has to pay the hourly parking fee to park at the car park, such hourly parking fee shall not be refunded, even if the season parking pass is subsequently renewed.
 - h. We may at our sole and absolute discretion terminate an existing season parking pass:
 - i. by giving at least one (1) month's written notice to the season parking passholder at the email address provided in the application, with such termination being effective from the date stated in a notice of termination. In such an event, season parking fees that have already been paid shall be refunded on a prorated basis in respect of any remaining period of the season parking pass; or
 - ii. immediately upon notice, if any season parking passholder is found to have contravened the terms and conditions set out herein, or is otherwise in breach of their contract with us. 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. All season parking holders shall:
 - i. be entitled to only use the car park at Basement 2. Do note that weekdays after 5pm, and whole of weekends / public holidays, basement 2 car park is open for public, and lots are available on a first-come first-serve basis;
 - ii. be imposed with hourly charges for parking at any other car park apart from Basement 2, and no refunds will be provided;
 - iii. not be able to transfer season parking to another person;
 - iv. take all due care and attention, and drive safely, whilst in the car park;
 - v. strictly comply with and abide by all rules and regulations which may be issued by us from time to time, all instructions and directions given by authorised staff, as well as with all authorised notices, signs or markings displayed or affixed in the car park;
 - vi. not damage the car park (including any equipment therein), 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;

- vii. not provide false information to us and our respective employees, agents and contractors; and
 - viii. not resell or transfer their season parking pass, right or lot.
 - b. Reserved lot holders:
 - i. are entitled to park at their reserved lot from 7am to 7pm on weekdays, except Public Holidays; and
 - ii. are not allowed to share the reserved lot. Any other vehicles parked in a reserved lot will be wheel-clamped and is liable for the release fees.
 - c. We 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 as may be imposed by us 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 passholder consents to the foregoing actions upon himself/ herself as well as on behalf of the vehicle owner.
6. Disclaimer of liability
- a. Every vehicle whilst in the car park is entirely at its owner's or driver's risk.
 - b. Suntec REIT (being the property owner), ESR Group Ltd (being the property manager) or ESR Real Estate Services Management Pte Ltd (being the managing agent of The MCST Plan No. 2197) and any third-party service providers (including third-party payment processing service providers) and their directors, employees and agents, shall not be liable for, and season parking passholders and other car park users shall not claim against these said parties, 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.
 - c. Where the vehicle used by the season parking passholder is not owned by him/her, the owner of the vehicle shall: (a) be informed by the season parking passholder of the terms of this disclaimer, and (b) by permitting the season parking passholder to park the vehicle at the car park, 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 us 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 the online Car Park System becoming operational (in February 2024), the terms and conditions herein shall constitute the prevailing terms and conditions and shall accordingly supersede previous terms and conditions governing season parking contracts.
 - d. Nothing in the contract with the season parking passholder creates or will be construed as creating any tenancy or conferring any interest in land upon the holder by way of a lease or otherwise in the car park or any part of it.
 - e. The parties to the season parking contract (when entered into) will be the applicant and ESR Real Estate Services Management Pte Ltd (being the managing agent of The MCST Plan No. 2197). The managing agent and its staff (including staff at the Management Office) act as authorised agents for and on behalf of Suntec REIT (being the property owner).
 - f. Any failure on our part 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 of such rights at any subsequent time.
 - g. 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.

- h. The season parking contract shall be governed by the laws of Singapore. The season parking passholder and vehicle owner agree to submit to the exclusive jurisdiction of the Courts of Singapore.

Annex A

Season Parking Rates – Accurate as of 15 March 2024. The Management reserves the right to change the fees without any prior notice.

Type of Season	Price	GST (9%)	Total
Non-Tenant	\$250.00	\$22.50	\$272.50
Tenant	\$240.00	\$21.60	\$261.60
Reserved*	\$480.00	\$43.20	\$523.20

*Painting fees, S\$90 (GST exclusive), are payable in advance for painting of reserved lots. Painting fees will also apply when the reserved lot is being terminated.

With effect from 1st of April 2024, the revised rates will be as follows:

Type of Season	Price	GST (9%)	Total
Non-Tenant	\$300.00	\$27.00	\$327.00
Tenant	\$270.00	\$24.30	\$294.30
Reserved*	\$540.00	\$48.60	\$588.60

*Painting fees, S\$90 (GST exclusive), are payable in advance for painting of reserved lots. Painting fees will also apply when the reserved lot is being terminated.