

## Terms & Conditions

ATTENTION ALL PERSONS entering this Car Park.

The following conditions apply when you enter, leave or use this Car Park. If you do not accept these conditions, immediately leave the Car Park.

1. All users upon using the car park shall deem to have accepted & complied with the Terms and Conditions of this Car Park.
2. This Car Park is open 24 hours daily.
3. You enter and use this Car Park at your own risk. We may refuse entry to any vehicle or person.
4. All users of the car park shall pay parking fee for the usage based on the prevailing parking charges as stipulated on the entry signage. We may prevent the exit of a vehicle from this Car Park until the fee is paid and we are not liable for preventing the exit of a vehicle until the fee is paid or for any injury, damage or loss which results.
5. Vehicles suspected of evading parking fees (e.g. tailgating, tempering of In-Vehicle Unit or creating a false exit) shall be wheel clamped and the owner/driver of the vehicle shall be called up for investigations.
6. Parking is subject to availability of parking space.
7. Motor vehicles, including motorcycles are to be parked in designated parking lots only.
8. In the event of official functions, The Management may reserve the entire car park or parking lots at its discretion. For car park lots that are already being occupied, the user of the vehicle may be requested to vacate car park spaces immediately.
9. We are not liable to you or any person with you for:
  - (a) injury to you or to anybody else;
  - (b) damage to, destruction of, theft of or unauthorized delivery up of your vehicle or any other vehicle whether authorized or not; or
  - (c) damage to, destruction of, theft of or delivery up of any property (including anything in or on your vehicle or any other vehicle); however caused, and you release and indemnify us from any claim which you might otherwise have against us.
10. You agree to indemnify us in respect of any claim made against us and any expenses incurred by us as a consequence of, in relation to, or in any way arising out of your use of this Car Park.
11. We have the right to retain your vehicle until we are provided with a valid parking ticket or evidence of ownership or entitlement to receive the vehicle which, in our opinion, is satisfactory. If we deliver your vehicle to anyone in accordance with this clause, we will not be liable to you even if the person taking the vehicle does not have your authority.
12. Car park users shall be responsible to pay The Management for any damage to the structure of and/or fixtures or to the trees, shrubs or the grounds in the car park or elsewhere caused by the users for whatever reason. The Management shall have absolute authority to assess the cost of making good or repairing the damage and any statement issued by the Management as to the quantum of such loss shall, save for manifest error, be accepted as conclusive evidence that the amount thereon is due and owing.
13. Car parks and roads are private property. Trespassers (e.g. unauthorized and illegal parking on private property, non-bona fide visitors and abusers of car parks) may be prosecuted.

14. Any motor vehicle parked in an unauthorised or non-designated area or which is in any other way in contravention of these rules and regulations may be immobilised by a wheel clamp or towed away.
15. Motorists whose vehicles are wheel clamped will have to pay a release fee of \$100 (excluding Goods & Services [GST] Tax) to have their vehicles unclamped. This fee shall exclude any parking charges or surcharges that the vehicle may have incurred. Wheel clamping warning signs are prominently displayed at entrances of car parks and apply to the entire car park, including the driveways.
16. An administrative charge of \$100 (excluding GST) per day (up to a maximum of \$300) will be levied to the owner/driver of the motor vehicle for the removal of any wheel clamp. Vehicles that are towed away have to be collected from such place as may be notified by The Management and an administrative charge of \$150 (excluding GST) per day (up to a maximum of \$300) will be levied. We have a general lien over, and the right to retain, your vehicle as a security for any money which you owe us. If you fail to pay us, we may sell your vehicle after 30 days to recover money owed to us by you. In selling, we may proceed in such manner as we think fit in our absolute discretion and we are not obliged to obtain the best price.
17. The Management will not be liable for any damage to any motor vehicle due to the wheel clamping or towing away or any other damage which is otherwise incurred during the period when the motor vehicle is immobilised by a wheel clamp or towed away. We have the right, at our discretion, to move your vehicle (including moving it to any location outside this Car Park), even if your vehicle is locked. If we move your vehicle, these conditions continue to apply. We are not liable for any damage caused to your vehicle when we move it.
18. You agree to:
  - (a) produce to us, when requested by us, your parking ticket or proof of payment of the parking fee;
  - (b) not to cause any obstruction;
  - (c) not to park anywhere that we designate as a no parking or reserved area; and
  - (d) not to use this Car Park other than in accordance with instructions we may give.
19. While in the Car Park you must comply with all signs and all reasonable directions and requests made by us; and you may have access to or remove a vehicle from this Car Park only during the permitted hours displayed in the Car Park.
20. These conditions may only be altered by a written agreement between us and you.
21. In these conditions references to:
  - (a) "The management", 'we', 'us' and 'our' mean Eng Wah Film Pte Ltd, its employees, agents, guests, independent contractors; and the owner of the Premises
  - (b) 'your vehicle' includes a vehicle driven, or intended to be driven, by you into this Car Park.
22. The Management reserve the right to amend the Terms and Conditions of this Car Park as and when necessary without any prior notice.