

TERMS AND CONDITIONS
(Version 2.8)

The Season/Reserved Licence Holder (hereinafter referred to as the "the Licensee") in subscribing for a license (hereinafter referred to as "the License") to purchase and/or to use the transponder /passcard/ electronic device /touch & go card/credit card/debit card/windscreen disc or sticker (hereinafter referred to as the "Card") agrees to become the Licensee of Prominent Excel Sdn. Bhd. (hereinafter referred to as "Excel Parking") to use the Car Park Facilities (hereinafter referred to as the "Car Park") in strict adherence to the following terms and conditions:-

1. Subject to the sole discretion of and upon approval by Excel Parking of the Licensee's application, Excel Parking may upon the payment of the prescribed monthly season/reserved parking fees (hereafter referred to as the "Parking Fees"), deposit (hereinafter referred to as the "Security Deposit") and Card charges, where applicable, (hereinafter referred to as the "Card Payment"), issue the Licensee with the Card. Each application shall be entitled to the purchase of one (1) Card and each Card is entitled to one vehicle entry/exit at any time and limited for the use of not more than two (2) vehicles with registration numbers as stated in the application.
2. The Licensee, its servants, agents, and invitees shall use and occupy the Car Park at their own risk and shall indemnify and continue to keep Excel Parking, its servants, agents, and invitees indemnified against all claims and demands whatsoever, including but not limited to accident, loss, theft, damage, injury howsoever caused, Acts of God and Force Majeure while using the Car Park and in addition, undertakes to pay and make good to Excel Parking all and every loss and/or damage sustained by Excel Parking as a result of the Licensee.
3. The Licensee is in full cognizance and accepts that security services and insurance coverage are not included in the use of the License and that the security and safety of the Licensee, Licensee's vehicle and whatsoever valuables in the vehicle are at the Licensee's own responsibility and risk.
4. The Parking Fees are to be paid in advance by the Licensee, with or without invoice, on or before the 3rd day of every month or of the first month within each quarterly period or of any other period (hereafter referred to as the "Default Date") as may be determined by Excel Parking. In default, Excel Parking reserves the absolute right to terminate the License and all parking privileges and forfeit the Security Deposit and the Licensee agrees to pay Excel Parking the daily enforced parking rates for the days the Licensee has used the Car Park prior to or after the Default Date. In the event the Licensee wants to reinstate the License, the Licensee must pay the prevailing Late Payment Penalty and/or Reinstatement Fees and/or Administration Fees (hereafter referred to as the "Reinstatement") not later than the 18th day of the default month failing which no further Reinstatement shall be entertained.
5. Licensee making online or electronic payment (except payment made via Excel Parking mobile application) must submit proof of payment by mailing to payment@excelparking.com or fax to +603-78054622 before 5.00 pm on the 3rd day of the month or of the first month within each quarterly period failing which shall result in parking interruption and the termination of License, and payment made after 5.00pm shall be deemed payment made the next business day.
6. The Security Deposit shall not at anytime be taken as payment for Parking Fees by the Licensee, and is refundable only upon the Licensee serving the required written notification as stipulated in Clause 22 hereof and complying with the terms and conditions as stipulated herein failing which, the Security Deposit shall be forfeited and the Licensee having to pay the full Parking Fees for the month prior to the effective date of termination.
7. No refunds, credits or exemptions will be granted to the Licensee for absence, vacation or other non-usage of the Car Park whatsoever and Excel Parking reserves the right to continue charging Parking Fees on any Licensee until such time when the required written notification of termination is received or served.
8. All the Parking Fees shall be paid in accordance to the payment terms and conditions and instructions as stipulated by Excel Parking and Excel Parking hereby reserves the rights to vary the payment terms and conditions and instructions without having to give any prior written notice.
9. Excel Parking shall reserve the right to increase the Parking Fees, Security Deposits, Card Payments, Reinstatement Fees, Late Payment Fees or Administration Fees at such time and in such manner, as it deems fit. Notification of this increase shall be served on the Licensee or by displaying such notice at the car park entrance / car park area / Excel Parking office or site office. All fees or charges levied are subject to the prevailing Services Tax (ST)/Goods & Services Tax (GST), where applicable.
10. A new applicant for the License is required to pay a full month's Parking Fees for commencement of parking on or before the 15th day of the month while half a month Parking Fees shall be charged for commencement after the 15th of the month.
11. The Licensee confirms that all information provided in the Application Form is true and accurate and undertakes to notify Excel Parking immediately of any change in vehicle or vehicle registration number, or personal information for the necessary change in Excel Parking record and any Licensee's found displaying or using the Card, which does not corresponds with the vehicle registration number in record, shall be prohibited from entering the car park or charge the daily enforced parking rates.
12. The Card is strictly non-transferable and cannot be assigned to any person and/or corporation. Licensee found to have transferred/lent/loaned/assigned/duplicated/abused/cloned the Card, shall have the Card terminated with immediate effect and the Security Deposit and Parking Fees paid fully forfeited.
13. Any Licensee using the Car Park without the Card shall be charged according to the daily-enforced rates.
14. The Card, when issued by Excel (except electronic device, windscreen disc or sticker), has a warranty period of twelve (12) months against manufacturer's defects but the Licensee shall be wholly responsible for the safe keeping of the Card and in the event that the Card is loss, defaced, damaged, broken or tempered, the Licensee shall apply to purchase a new Card at the prevailing enforced price.
15. The Licensee agrees and undertakes to pay an Administration Fee of RM100.00 for any dishonored cheque or unsuccessful electronic payment, for whatsoever reason.
16. Excel Parking will not entertain any temporary cessation of the usage of the Car Park by the Licensee beyond the paid period. Any Licensee who chose to do so will be treated as having their License terminated with immediate effect and liable to pay all outstanding Parking Fees and the Security Deposit forfeited. Licensee who wishes to continue with the License at a later date will have to apply as a new applicant and such application is at the sole discretion of Excel Parking.
17. The Licensee must park vehicle in and within each parking bay provided by Excel Parking and shall not park in public areas, common areas, roads, service roads, reserved bays, handicapped bays, rams or any other areas within the Car Park failing which, Excel Parking reserves the right to clamp vehicle illegally parked and the Licensee must pay the enforced fee for unclamping the vehicle and the Licensee agrees to indemnify and keep Excel Parking indemnified against any damage to vehicle.
18. All refunds, including Security Deposits, are via electronic payments only and strictly payable to the Applicant and any request for cheque refund shall be charged an Administrative Fee as determined by Excel Parking. Licensee hereby declare that the bank and bank account number provided in the application form is complete and correct and undertake to notify Excel Parking immediately of any change and will indemnify and keep Excel Parking indemnified in the event electronic refund is not successful.
19. The Car Park operation hours and days are displayed in the Car Park and any change or variation shall be at the sole discretion of Excel Parking and Licensee is licensed to park only within the stipulated operation hours within an operation day and in violation agrees to pay whatsoever enforced fees or charges.
20. The Licensee is only licensed to use the Car Park for parking and no other activities or purposes are allowed and parking beyond operation hours within an operation day or operation days or storage of vehicle is strictly prohibited.
21. Unless with the written permission of Excel Parking, no Licensee is permitted to park beyond operation hours within an operation day or operation days or store vehicle in the Car Park and in violation shall pay the enforced daily parking rates until such time when the vehicle is removed from the Car Park together with a surcharge of RM100.00 per night/day. The Licensee hereby irrevocably empowers Excel Parking to clamp the vehicle having parked continuously for Five (5) consecutive days and to remove vehicle parked for more than Thirty (30) consecutive days and agrees to pay all costs incurred for the removal and further agrees to indemnify and keeps Excel Parking indemnified against whatsoever claim, loss or damage thereafter.
22. Either Party reserves the right to terminate this License by serving a full calendar month advance written notification, commencing from the 1st day of any calendar month, and upon the expiry of the said notification this License is deemed terminated subject to Excel Parking reserving the right to setoff any outstanding amount owed by the Licensee against the Security Deposit.
23. Licensee issued with windscreen disc or sticker Card must display the latest Card issued by Excel Parking at all times failing which Licensee shall be prohibited from accessing the Car Park. Upon termination the Licensee shall return the Card to Excel Parking within forty-eight (48) hours in good physical condition failing which the Security Deposit shall be forfeited.
24. Time shall be of essence of this agreement and no time or other indulgence granted by Excel Parking shall in any way affect its rights under the terms and conditions herein.
25. Any written notice by either party to the other shall be deemed sufficiently served if it is left at the address of the respective parties herein stated and/or sent by registered post to any such address which services shall be deemed to be made at the time when the registered letter would be in the ordinary course of post be delivered.
26. Tailgating is illegal and prohibited and any Licensee caught committing this will result in the cancellation of the Card and liable to a fine of RM100.00.
27. The anti-passback system is in place and any violation of this shall result in the cancellation of the Card and liable to a fine of RM100.00.
28. RESERVED Bay
 - i. Excel Parking reserves the right to withdraw or relocate any RESERVED bay by giving 7 days written notice except in the case of emergencies which may include but not limited to the carrying out of maintenance work on the bay or surrounding area and under such emergencies, no notice is required.
 - ii. Excel Parking reserves the right to clamp vehicle parked in any bay that bears different registration number from Excel Parking's record and a clamping fine of RM100.00 shall be imposed on the Licensee/owner/driver.
 - iii. Excel Parking reserves the right to repossess the bay immediately after Default Date and offered the same to other Licensee without further notification.
 - iv. RESERVED bays will be made available for public parking from 7.00 pm onwards during weekdays and throughout weekends unless written permission is obtained from Excel Parking.
29. The Licensee hereby agrees to abide fully to the terms and conditions as herein stipulated together with all other rules, regulations or instructions as may be stipulated from time to time on the Card, receipts, signboards, signage, notices within the said Car Park. Excel Parking reserves the absolute right to terminate the License issued to any Licensee who is found to be in breach of any of the said terms and conditions or such rules, regulations or instructions, and no refund of Parking Fees or Security Deposit will be granted.
30. Excel Parking reserves the right to alter or amend any of the above terms and conditions, or rules, regulations and instructions, without prior notice and any decision made is final.
31. It is acknowledged that the information provided in this form is necessary and may be recorded, used, stored or process by Excel Parking, its agents, related companies, relevant third parties providers and relevant third parties. For more information on this, kindly refer to our Privacy Policy posted at www.excelparking.com.