

TERMS AND CONDITIONS
(Version 2.8 - Visitor)

Any Person (hereinafter known as “**Visitor**”) desiring to use the said private car parking facilities (hereinafter known as the “**Car Park**”) managed by Prominent Excel Sdn Bhd (hereinafter known as “**Excel Parking**”) has agreed to and will strictly comply with the following terms and conditions:

1. To pull a ticket or use a Visa/Master/Debit/Touch & Go card or approved electronic payment access (hereinafter known as the “**Card**”) at the Car Park entry prior to accessing the Car Park, and to use the same ticket or Card to exit, even in the event the boomgate is raised.
2. To 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 caused by the Visitor.
3. Security services and insurance coverage are not included in the use of the Car Park and that the security and safety of the Visitor, Visitor's vehicle and whatsoever valuables in the vehicle are at the Visitor's own risk and responsibility.
4. The use of the Card to transact payment for the parking fee is the sole responsibility of the Visitor and Excel Parking shall not be responsible or liable for any whatsoever loss and/or damage and any electronic or internet failure, error, malfunction and inaccuracy and the Visitor hereby fully indemnify and keeps Excel Parking indemnified against such loss, damage, failure, error, malfunction and inaccuracy.
5. The Visitor agrees to the prevailing enforced parking rates as stipulated and displayed at the entrance and/or within the Car Park and to pay the parking fees as charged.
6. The prevailing enforced lost ticket penalty shall be charged in the event the Visitor fails to produce the parking ticket or Card and is further required to produce the required documents as proof of ownership to claim the car and Excel Parking reserves the right to retain the car until all payments are made and ownership determined.
7. Vehicle must be parked in and within One (1) parking bay and shall not be parked in public areas, common areas, roads, service roads, reserved bays, handicapped bays, ramps or any other areas within the Car Park failing which, Excel Parking reserves the right to clamp vehicle illegally parked and the Visitor must first pay the prevailing enforced clamping fee prior to the release and agrees to indemnify and keep Excel Parking indemnified against any damage to vehicle.
8. 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.
9. To use the Car Park for parking vehicle only and no other activities or purposes are allowed and parking beyond operation hours within an operation day or operation days or parking overnight or the storage of vehicle, is strictly prohibited.
10. Unless with the written permission of Excel Parking, Visitor in violation of Clause 9 shall pay the full outstanding prevailing enforced daily parking rates for the period parked together with the surcharge of RM100.00 per night/day and vehicle parked continuously for five (5) consecutive days shall be clamped, and the prevailing enforced clamping fees shall be charged.
11. Vehicle parked more than thirty (30) days shall be treated as abandoned vehicle and the Visitor irrevocably hereby grant to Excel Parking the full and absolute right to deal with the vehicle howsoever and shall indemnify and keeps indemnified Excel Parking from any claim, loss, and damage whatsoever thereafter.
12. Tailgating is illegal and prohibited and any Visitor caught committing this will result in the cancellation of the Card and liable to a fine of RM100.00.
13. 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.
14. 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.
15. The Visitor 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 tickets, receipts, signboards, signage, notices within the said Car Park and in violation agrees to pay the enforced penalty/fine/surcharge.
16. 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.
17. It is acknowledged that any information we gathered from your patronage to our private car parking facilities 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.