gateway@klia2

CAR PARK ONLINE BOOKING PLATFORM TERMS AND CONDITIONS

1. CAR PARK BOOKING PLATFORM

1.1 Segi Astana Sdn Bhd, the management of the multi-storey car park ("**Car Park**") at the KLIA-2 Integrated Complex comprising the retail mall known as "gateway@klia2", a transportation hub and the Car Park ("**Management**") allows customers ("**Customer**" or "**Customers**") to make advanced reservation/pre-booking of car parking lot(s) at the Car Park for the purpose of parking their vehicles ("**Permitted Use**") via the official gateway@klia2 car parking booking platform ("**Car Park Booking Platform**") subject to the terms and conditions herein and in relation to the Car Park Booking Platform.

2. BOOKING

2.1 Advanced reservation/pre-booking of car parking lot(s) at the Car Park ("**Booking**" or "**Bookings**") shall be made exclusively through the Car Park Booking Platform.

2.2 All customer and vehicle information submitted during the booking process must be accurate, complete and valid.

2.3 Bookings are non-transferable to other users, vehicles or parking zones unless otherwise prescribed in these Terms and Conditions.

2.4 The Management reserves the right to reject or cancel any Booking containing inaccurate, fraudulent and/or incomplete information or made through unauthorised booking sites, channels or platforms at any time and without prior notice.

2.5 The Management does not warrant that the use of the Car Park Booking Platform will be uninterrupted, error-free or free from viruses, worms, trojan horses, spyware, adware, harmful or malicious code or other defects. All the contents, materials, information and function in respect of the Car Park Booking Platform are provided on an "as is" basis and the Management expressly disclaims any liability for loss or damage that may arise out of any limitation delays or other problems resulting directly or indirectly through any party's use of the Car Park Booking Platform.

3. PAYMENT AND PRICING

3.1 Full payment of parking fees, charges and tax (if applicable) in respect of the car parking lot is required at the time of making a Booking.

3.2 Payment shall be made via the accepted payment method(s) and/or payment gateway(s) as provided in the Car Park Booking Platform.

3.3 The price paid at the time of making a Booking is final and shall apply only in respect of the Booking Period (as defined in Clause 6.1(a)).

3.4 The Management shall be entitled at its sole and absolute discretion to revise the applicable parking rates at any time and from time to time by posting the new rates on the Car Park Booking Platform and such other platform as it shall deem fit, provided that such revision shall not affect confirmed Bookings as defined in Clause 4.1.

4. BOOKING CONFIRMATION

4.1 A Booking is confirmed once payment has been successfully made and verified.

4.2 Customers will receive a Booking confirmation with a reference number and booking summary detailing the entry date, duration of parking and parking location.

4.3 Customers are responsible for retaining the Booking confirmation for verification purposes.

4.4 Failure to produce a valid Booking confirmation upon request may result in the Booking being deemed invalid.

5. ACCESS TO CAR PARK

5.1 **LPR System**

(a) Access by all users (including the Customers) to the Car Park is granted by way of licence plate recognition (LPR) system implemented at the entry point(s) of the Car Park.

(b) The LPR system shall be able to identify the vehicle registration numbers tied to the Bookings. In the event the vehicle registration number of the vehicle entering the Car Park does not match the vehicle registration number in the Booking, or the Booking is invalid, the prevailing drive-in car parking rate shall be imposed.

(c) Where the LPR system detection fails, manual verification of the Booking may be carried out by the authorised personnel of the Management, whose determination shall be final and conclusive.

6. BOOKING PERIOD, TIMING OF ENTRY AND EXIT

6.1 **Booking Period**

(a) The "**Booking Period**" shall mean the fixed period for parking a vehicle selected by the Customer in a Booking, which commences on and from the actual entry time of the vehicle to the Car Park on the Customer's selected start date (which is not earlier than the selected start date or after the expiry of the Booking Period) and is calculated in continuous 24-hour blocks thereafter until the expiry of the Booking Period in the Booking.

(b) Each Booking permits multiple exits and re-entry to the Car Park provided that such exits and re-entry occur within the Booking Period.

(c) The maximum duration of a Booking Period on the Car Par Booking Platform is thirty (30) days unless otherwise extended by the Management at its sole and absolute discretion.

(d) For the avoidance of doubt, late entry to the Car Park does not defer, suspend or extend the Booking Period and no refund, credit or adjustment shall be made for any unused portion of the Booking Period.

(e) Overstay charges at the rate of Ringgit Malaysia Ten (RM10.00) per 24-hours block, calculated from the expiry of the Booking Period, shall be imposed for usage of the Car Park beyond the expiry of the Booking Period.

6.2 **Commencement of Booking Period and Late Exit**

(a) The Booking Period shall commence at the actual entry time of the vehicle with a Booking to the Car Park and calculated in accordance with Clause 6.1(a).

(b) All vehicles which accessed the Car Park prior to the commencement of the Booking Period shall be charged prevailing drive-in parking rates until the commencement of the Booking Period.

(c) Departure and exit from the Car Park beyond the expiry Booking Period shall incur additional charges in accordance with Clause 6.1(e).

(d) All outstanding charges must be fully settled before exiting the Car Park.

(e) Notwithstanding anything herein to the contrary, system-recorded timestamps shall be final, conclusive and binding for the purpose of determining parking duration, charges and compliance with these Terms and Conditions.

7. MODIFICATIONS, REFUND AND NO-SHOW

7.1 **Modifications and Cancellations**

(a) Customers who wish to modify or cancel their Booking are required to contact the Car Park Management office at +603-8775 6400 or email gatewayklia2.carpark@wctmalls.wct.my no later than twenty four (24) hours before the commencement of the Booking Period.

(b) Any request for modification or cancellation after the Booking Period after the timeframe stipulated in Clause 7.1(a) shall not be entertained.

(c) Any modification or cancellation of Booking are subject to the sole and absolute discretion of the Management.

7.2 **Change of Vehicle Registration Number**

(a) Change to vehicle registration number constitutes modification to the Booking and Customers are subject to the terms under Clause 7.1(a).

(b) Once a vehicle has entered the Car Park, no change to vehicle information is allowed.

(c) In the event a vehicle with a different vehicle registration number than that in the Booking enters the Car Park during the Booking Period, prevailing drive-in parking rates shall apply. In such circumstances, the vehicle in the Booking shall forthwith be deemed a no-show.

7.3 **Refund**

(a) There shall be no refund for any Booking cancelled by the Customer or whose request for cancellation is not allowed by the Management.

(b) Refund is not allowed in respect of the following:-

(i) Bookings which contain incorrect information;
(ii) no-shows during the Booking Period;
(iii) early departures from the Car Park;
(iv) Bookings which are fraudulent;
(v) Bookings made through unauthorised booking sites, channels or platforms.

(c) Refunds if approved by the Management at its sole and absolute discretion, shall be processed via the original payment method.

(d) Where a refund is approved, processing will be carried out in accordance with the refund method prescribed by the Management and may be subject to banking procedures and processing time.

7.4 **No-Show Policy**

(a) A no-show occurs when a booked vehicle fails to enter the Car Park within the Booking Period or the vehicle does not remain inside the Car Park at any time during the Booking Period if it had entered earlier than the start time in a Booking.

(b) No-show Bookings are non-refundable and non-extendable, and shall be considered fully utilised at the end of the Booking Period.

8. CAR PARK USAGE AND PARKING AVAILABILITY

8.1 **Parking Rules**

(a) By using the Car Park, the Customer agrees to the terms and conditions of use of the Car Park displayed in at or around the Car Park, including at the entry point(s) of the Car Park.

(b) Customers who made Bookings shall utilise the Car Park strictly for the Permitted Use.

(c) Customers are responsible for entering the parking zone as specified in their Booking. Entry into an incorrect parking zone shall render the Booking invalid, and prevailing drive-in parking rates applicable to the zone entered shall apply.

(d) Customers shall observe the traffic and safety signages within the Car Park.

(e) Customers shall ensure that their vehicles are roadworthy, possess valid road tax and insured in accordance with the applicable laws rules and regulations.

(f) Any instruction issued by the Management's authorised personnel in connection to the Booking and the use of the Car Park must be complied with at all times.

(g) The Customer shall not at any time engage in prohibited activities. Prohibited activities include but is not limited to sleeping in vehicles, vehicle repairs, storage of illegal and hazardous materials and obstruction of traffic lanes, fire routes or reserved bays.

(h) The Management reserves the right to remove, immobilise and/or take any appropriate legal and enforcement action against Customers and/or vehicles in breach of any terms and conditions of use of the Car Park and of these Terms and Conditions.

8.2 **Parking Availability**

(a) A Booking guarantees access to the Car Park only, but not in respect of any specific parking bay. Customers with a Booking shall enter the parking zone specified in their Booking and park in any available parking bay within the Car Park.

(b) The Management does not give any warranty as to the availability of parking bays during the Booking Period.

(c) In the event there is no available parking bay within the Car Park during the Booking Period, the Customer is required to immediately contact the Car Park Management office at +603-8775 6400 for assistance. The Management may, subject to availability, offer an alternative parking bay at a different area or zone to the Customer at no further or additional charge. Refunds shall only be considered if no suitable alternative can be made available to affected Customers.

8.3 **Vehicle Size and Suitability**

(a) Customers are responsible for ensuring that their vehicle dimensions, height and specifications are suitable for the Permitted Use.

(b) Only vehicles below the height of 2.10 metres are permitted in the Car Park.

(c) Vehicles which exceed the permitted height or are otherwise unsuitable may be denied entry to the Car Park without refund, and any resulting charges or alternative arrangements shall be the sole responsibility of the Customer.

9. VEHICLE SECURITY AND LIABILITY

9.1 The Management acts solely as a parking facility operator and does not assume the role of a bailee or custodian.

9.2 The Customer is solely and entirely responsible for any theft, loss or damage to vehicles or personal property.

9.3 The Management shall not be liable for theft, loss or damage to vehicles or personal property whether occurring within or outside the Car Park, except where such loss or damage is proven to be directly caused by the gross negligence or wilful misconduct of the Management.

9.4 Provision by the Management of general security measures such as CCTV and patrols shall serve as deterrent measures only and do not constitute any duty whatsoever to the Customers or their vehicles.

10. ABANDONED VEHICLES

10.1 Vehicles shall not, without the prior written consent of the Management, be parked at the Car Park for more than the maximum Booking Period of thirty (30) consecutive days. Without such prior consent, the Management shall be entitled to impose overstay charges at the rate of Ringgit Malaysia Ten (RM10.00) per 24-hours block, calculated from the date of expiry of the maximum Booking Period, for usage of the Car Park beyond the expiry of such Booking Period and consider and treat any vehicles parked at the Car Park for more than thirty (30) consecutive days as having been abandoned.

10.2 The Management shall be entitled to take all necessary action in respect of the abandoned vehicles, including immobilising the vehicles, moving the vehicles to another location within the Car Park or removing the vehicles from the Car Park to any location outside the Car Park or disposing of the vehicle under applicable laws and regulations, and in such event, the Management shall not be held liable or responsible for any damage to, or loss of, the vehicle resulting from such action taken. Additional storage, towing, administrative fees and other costs and expenses may apply and shall be fully borne by the owner/Customer of the abandoned vehicles.

11. CAR PARK CLOSURES OR RESTRICTIONS

11.1 The Management reserves the right to restrict access, close car parking areas, relocate vehicles or suspend operations of the Car Park for maintenance, operational, safety, security or regulatory reasons without notice to the Customers.

11.2 Where reasonably practicable and subject to availability, alternative parking arrangements may be provided.

11.3 Refunds shall only be considered if no suitable alternative can be made available to affected Customers.

12. SYSTEM AND LPR ISSUES

12.1 **System and LPR Failure**

(a) System-related or LPR malfunctions shall not exempt Customers from paying the applicable parking charges.

(b) Manual verification and timestamps recorded by the Management's authorised personnel shall be final, conclusive and binding for the purposes of determining parking duration and charges.

13. PRIVACY AND PERSONAL DATA

13.1 All personal data collected, used, processed and stored in connection with the provision of the Car Park Booking Platform facility and service shall be handled in accordance with the Personal Data Protection Act 2010, including any amendment or re-enactment thereof.

13.2 In using the Car Park Booking Platform facility and service, the Customers acknowledge and consent to the processing of their personal data in accordance with the applicable Privacy Notice.

14. FORCE MAJEURE

14.1 The Management shall not be liable in any manner for any delay in performance, losses or damages arising from events beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions, system failures or security incidents.

15. DISPUTE AND MISUSE

15.1 **Dispute**

(a) In the event of any dispute relating to parking duration, charges, booking validity, system records or any other dispute in relation thereto, the record and data produced, generated or maintained in the car parking management system shall prevail and be deemed final, conclusive and binding.

15.2 **Abuse of Car Park Booking Platform**

(a) The Management reserves the right without notice to the Customers to suspend, restrict or block access to the Car Park Booking Platform in the event of any actual or threatened misuse, abuse or manipulation of the booking system on the Car Park Booking Platform, without prejudice to such other rights and remedies available to it under the laws.

15.3 **Authority**

(a) Instructions issued by the Management's authorised personnel shall be final and complied with at all times.

16. AMENDMENTS TO TERMS AND CONDITIONS

16.1 The Management reserves the right to revise, update, amend, supplement, vary, or modify these Terms and Conditions from time to time without prior notice.

16.2 The Customer shall be deemed to have agreed to any such revision to the Terms and Conditions by continuing to use the Car Park and the Car Park Booking Platform.

17. LIMITATION OF LIABILITY

17.1 To the maximum extent permitted by law, the Management shall not be liable for any indirect, incidental, special, or consequential losses, including but not limited to loss of profit, loss of business opportunity, missed flights, travel costs or inconvenience arising from or in connection with the use of the Car Park and the Car Park Booking Platform.

18. THIRD PARTY CLAIMS

18.1 The Customer shall be solely responsible for and shall hold the Management harmless from any claims, losses, damages or liabilities arising from the Customer's negligent, unlawful or improper use of the Car Park and the Car Park Booking Platform, including but not limited to loss of and damage to property, infrastructure or injury to third parties caused by the Customer or the Customer's vehicle.

19. COMPLIANCE WITH LAWS

19.1 Customers shall comply with all applicable laws, regulations, airport rules, traffic requirements and instructions issued by the Management and its authorised personnel and the appropriate authorities.

20. CUSTOMER ASSISTANCE

20.1 The Car Park Management office operates 24 hours daily and can be contacted at +603-8775 6400 or email gatewayklia2.carpark@wctmalls.wct.my.