

## Terms and Conditions For Parking in NTU Car Parks

ST ELECTRONICS (INFO-COMM SYSTEMS) PTE. LTD. operates and manages this car park (“Car Park”) for the Nanyang Technological University (“NTU”).

The following terms and conditions apply when you enter, leave or use this Car Park. If you do not accept the following terms and conditions as set out below (“Terms and Conditions”), please leave this Car Park immediately.

1. In these Terms and Conditions references to:
  - (a) ‘We’, ‘us’ and ‘our’ mean ST ELECTRONICS (INFO-COMM SYSTEMS) PTE. LTD., its employees, agents, guests and independent contractors; and
  - (b) your “Vehicle” includes a vehicle driven, or intended to be driven, by you into this Car Park.
2. By entering this Car Park, you agree to be bound by these Terms and Conditions, notices displayed at the entrance of this Car Park, any directions given to you by our staff, and to indemnify us and NTU in respect of any claim made against us and/or against NTU and any expenses incurred by us and by NTU as a consequence of, in relation to, or in any way arising out of your use of this Car Park.

### YOUR RESPONSIBILITIES

3. You agree to pay us parking fees stipulated on the entry signage or in our GoParkin mobile app (“Parking Fees”) upon demand. We reserve the right to amend our parking fees from time to time.
4. You enter and use this Car Park at your own risk, and shall be solely and fully responsible for:
  - (a) you and your passengers' actions when using this Car Park;
  - (b) the safety and security of your Vehicle and its contents;
  - (c) your own and your passengers' safety and security, and
  - (d) any damage to this Car Park caused by you, your passengers, your Vehicle or its contents (including any damage caused by oil or other substances which leak from your Vehicle).
5. You agree to:
  - (a) furnish us upon request, your proof of payment of Parking Fees;
  - (b) not cause any obstruction within this Car Park;
  - (c) park your Vehicle within a marked lot and not within a lot that you are not entitled to or area designated for a specific purpose (e.g. Parking in a “Reserved” lot that is not reserved for you, lots that are reserved for disabled users or areas demarcated for maintenance), and
  - (d) not use this Car Park other than in accordance with instructions that we may give.
6. You agree to indemnify us and NTU in respect of all losses, costs or expenses which we and NTU suffer or incur: (a) in respect of a breach of these Terms and Conditions by you; (b) which are caused by your Vehicle; or (c) in respect of your use of this Car Park, including and not limited to damage to any equipment, structure, fixture or flora within the grounds of this Car Park, or damage caused by oil or other substances which leak from your Vehicle.
7. You agree that we have the sole discretion to assess the losses, costs or expenses incurred to make good or repair such damage, and any statement issued by us as to the quantum of such losses, costs or expenses shall, save for manifest error, be accepted as conclusive evidence that the amount thereon is due and owing by you to us.

## OUR RIGHTS WITH RESPECT TO YOUR VEHICLE

8. We reserve the right for us and for our contractors or agents to enter your Vehicle and to move it if we decide that this is necessary in an emergency or if we reasonably consider it necessary for the safe or efficient operation of this Car Park. You agree that we may charge you a reasonable amount for moving your Vehicle if the need to move it arises because you have either breached these Terms and Conditions, or have caused obstruction, or for non-payment of Parking Fees.
9. You agree for us to retain your Vehicle until we are provided with satisfactory details of your valid GoParkin account or evidence of ownership or entitlement to receive your Vehicle. If we deliver your Vehicle to a third party in accordance with this clause for any reason whatsoever, you agree to waive any and all liability to you even if such third party taking your Vehicle does not have your authority.
10. If we suspect you of evading the payment of Parking Fees (e.g. tailgating, tampering of In-Vehicle Unit, creating a false exit, entering the car park via the exit lane gantry and exiting the car park via the entry gantry), you agree for us to apply a wheel clamp to your Vehicle for such time until we complete our investigations. In such an event, we may contact you to assist with investigations and you shall be liable for all charges imposed by us for the installation and removal of the wheel clamp or any reasonable amount of expenses incurred due to such investigations.
11. You agree that we may retain possession of your Vehicle until all sums owing to us have been paid in full. Parking Fees will continue to accrue during the period that we retain your Vehicle until we recover all fees and costs. If amounts due to us remain unpaid after 30 days, you agree that we can sell the Vehicle and use the proceeds to pay any amount you owe us and you agree to take all steps required by us to do so.

## OUR RESPONSIBILITIES AND LIABILITY

12. Neither we nor our staff nor NTU shall be liable for any loss, injury or damage sustained by you or your passengers or for any loss or damage to your Vehicle and its contents.
13. We and NTU are not liable to you or any person with you, and you shall release and indemnify us and NTU from any claim which you might otherwise have against us or NTU for the following, howsoever caused: -
  - (a) injury to you, your passenger or to anybody else;
  - (b) damage to, destruction of, theft of or unauthorized delivery of your Vehicle arising from or in connection with the installation or removal of a wheel clamp from, or the towing of your Vehicle, and
  - (c) damage to, destruction of, theft of or delivery of any property (including anything in or on your Vehicle or any other vehicle);
14. By entering the car park, you consent to us and NTU collecting, using, disclosing and processing your personal data for car park management and security and for car park policy and planning purposes, and you give consent for your personal data to be disclosed by us or NTU to third party service providers for any one of the above purposes, as such third party service providers will be processing your personal data for any one of more of the above purposes.

## OUR CAR PARKS

15. Parking in this Car Park is subject to the availability of parking space. We reserve the right to refuse admission of your Vehicle to this Car Park for any reason, and to reserve the entire Car Park or selected parking lots in our sole discretion.
16. Your Vehicle may only enter or exit this Car Park in accordance with the directional markings or signage, unless an obstruction prevents you from doing so. While in the Car Park you must comply with all signs, directions and requests made by us.
17. Your access to this Car Park and to your Vehicle may be limited to the operational hours of this Car Park.
18. Any Vehicle parked in an unauthorised or non-designated area, or parked without written authorisation from us, or parked in a manner so as to cause obstruction, or which in any other way contravenes these Terms and Conditions, may be wheel clamped or towed away. The wheel clamp removal fee shall be **\$50 (excluding Goods & Services Tax (GST)) and this excludes any Parking Fees incurred before and until wheel clamp is removed, which shall also remain payable.** Wheel clamping warning signs are prominently displayed at entrances of the Car Park and apply to the entire Car Park, including the driveways.