

AGREED TERMS & CONDITIONS

Access1 Parking LLC
PO Box 473539, Dubai, UAE
parking@access1c.com

1. DEFINITIONS & INTERPRETATIONS

The definitions and rules of interpretation in this Clause 1 apply in these Agreed Terms & Conditions.

Access Controller: Means the RFID Access Card, Token, Ticket, Remote Control, Keys and/or other form of access device given to the Client to gain entry to the Car Park.

Access Ways: The roads, connecting roads and vehicle access ways that provide ingress, egress and navigation in and around the Car Park.

Anti-Pass Back: Means a system that prevents Access Controllers (or more particularly the Client) from entering the Car Park consecutively or exiting the Car Park consecutively or allowing other Vehicles to enter or exit before or after their Vehicle, thus preventing unauthorized entry or exit.

Authorized Period: The period starting on the Start Date and ending on the End Date.

Car Park: The Car Park being the Prism Tower Car Park located in Business Bay, Dubai, UAE.

Car Park Authorization Form: The Car Park Authorization Form containing details of the Client and their Vehicle(s).

Client: The individual, company or organization named on the Car Park Authorization Form.

Fee: The amount specified on the Car Park Authorization Form or Rate Notice or other document supplied specifying the parking Fees. The parking Fee is the Fee determined by the Operator and payable by the Client for the right to park in designated Parking Space in the Car Park. Parking Fees can be set as Monthly Fees, Quarterly Fees, and Yearly Fees or Other Fees and the amount of the Fee payable is at the total discretion of the Operator.

Necessary Consents: All consents required by Applicable Laws, the Constitutional Documents, Building Regulation Consents, By-Law Approvals, Permits and any other consents and permissions, licenses, and authorizations required from any Superior Landowner, Regulatory Authority, Civil Defense Department and including in all cases the completing of required notifications and inspections.

Operator: Access1 Parking LLC, PO Box: 473539, Dubai, UAE

Parking Space: The Parking Space which is specifically allocated to the Client and may be specified as the Parking Space on the Car Parking Authorization Form, payment receipt or other documentation provided to the Client.

Party / Parties: Means either the Owner, the Operator or the Client.

Passing Time: Means a system wherein Access Controllers must be presented at different pre-determined access points to direct or enforce Access Controller holders (or in more particular Clients motor vehicles) to predetermined sections, levels or areas within the Car Park.

Permitted Use: The parking of a motor vehicle by the Client on the Terms & Conditions described in these Agreed Terms & Conditions.

Vehicle: Any one of the motor vehicle(s) authorized to park in the Car Park as detailed on the Car Park Authorization Form.

2. AUTHORIZATION TO PARK

2.1 The Operator permits the Client to use a Parking Space for the Permitted Use for the Authorized Period in common with the Operator and all others authorized by the Operator (so far as is not inconsistent with the Clients use of the Parking Space for the Permitted Use) together with access over any Access Ways required to allow the Client to get to and from the Parking Space, provided the Client complies with the obligations of these Agreed Terms & Conditions.

2.2 The Client acknowledges that;

2.2.1 No relationship of Landlord and/or Tenant is created between the Operator and the Client by these Agreed Terms & Conditions

2.2.2 The Operator retains control, possession and management of the Parking Space and the Client has no right to exclude the Operator from the Parking Space.

2.2.3 These Agreed Terms & Conditions are personal to the Client and are not assignable and the rights given in Clause 2.1 may only be exercised by the Client, and

2.2.4 Without prejudice to the rights under Clause 2.1 the Operator shall be entitled at its sole discretion at any time on giving at least 24 hours' notice to the Client, to require the Client to surrender any Parking Space and transfer to an alternative Parking Space(s) elsewhere in the Car Park and the Client shall comply with such requirement.

3. CLIENTS OBLIGATIONS

The Client agrees and undertakes;

3.1 If the Client is assigned a designated Parking Space the Client must park in that Parking Space and not in any other Parking Space without express permission in writing from the Owner or the Operator.

3.2 If a Client parks illegally in another parking space or misuses their Access Controller in any way, including violation of Anti-Pass Back or Passing Time Systems, the Operator retains the right to block the Clients Access Controller at their discretion and charge a nominated fee to unblock the Clients Access Controller.

3.3 To keep the Parking Space clean, tidy and clear of rubbish and debris and not to deposit rubbish or debris in the Parking Space or the Car Park.

3.4 Not to use the Parking Space other than for the Permitted Use.

3.5 Not to use the Parking Space for any unauthorized use.

3.6 To immediately upon request by the Operator, provide details of persons using the Parking Space and the registration (plate) number of any vehicle occupying the Parking Space.

3.7 Not to make any alteration or addition to the Parking Space whatsoever or post any signage, advertising or notices in the Parking Space without the written permission of the Operator.

3.8 Not to do anything in or on the Parking Space that is deemed illegal or which may be or become a nuisance (whether actionable or not) annoyance, inconvenience or disturbance to the Owner, Operator or any of the other occupiers of the Car Park or any Owner or occupiers of neighboring properties or businesses or residents.

3.9 Not to cause or permit to be caused any damage to the building or any neighboring property, or property of the Owners of the building or neighboring properties, businesses or residents.

3.10 Not to obstruct any of the entrances to or exits from the Car Park or any Access Ways or any other Parking Spaces or delivery areas, pick-up / drop off areas or the like.

3.11 Not take into or keep on or in the Parking Space any motor fuel (petrol), any other flammable liquid, motor oil or other oils, except that is kept in the fuel (petrol) tank and engine of the vehicle.

3.12 Not to maintain or repair (except for registered expert mechanical repairer in cases of breakdowns or emergencies) or clean the vehicle (except in the case of a licensed and permitted vehicle cleaning company) or refill the fuel (petrol) of the vehicle in the Parking Space.

3.13 Not to do anything that will or might constitute a breach of any necessary consents affecting the Parking Space or any statutory provision, regulation or by-laws made by any competent authority with regard to the parking use of the vehicle.

3.14 Not to do anything that will or might vitiate in whole or in part any insurance effected by the Owner or the Operator or any other person in respect of the Car Park or any other property from time to time or cause the insurance premium to increase. Should any actions of the Client cause the insurance premium to increase or cause any undue financial loss or penalties on behalf of the Owner or Operator, then the Client will be held fully accountable and responsible for their actions and any such financial loss or penalties.

3.15 To comply with any reasonable rules and regulations which the Operator makes and notifies to the Client from time to time governing the Clients use of the car park.

3.16 At the end of the Authorized Period, the Client must leave the Parking Space in a clean and tidy condition and remove the vehicle from the space immediately. If the vehicle is not removed within 48 hours after the end of the Authorized Period, the Operator has the right to dispose of the vehicle in any manner that it deems fit, without incurring and liability whatsoever to the Client. Any costs incurred with the removal of the vehicle will be borne entirely by the Client.

3.17 To return to the Operator the Access Controller(s) to any parking management equipment and/or barrier gates or gates to the Car Park at the end of the Authorized Period, however determined. If the Client loses or damages the Access Controller the Client shall immediately report such loss or damage to the Operator and pay the Operator United Arab Emirates One Hundred & Fifty Dirhams (AED150.00), being the replacement fee to replace and re-program said Access Controller. For avoidance of doubt, the Operator will not provide a replacement Access Controller until the Client has paid the replacement fee in full.

3.18 To indemnify the Owner and the Operator and keep the Owner and the Operator indemnified against actual losses, claims, actions, proceedings, damages, costs, expenses, or any other liability in any way arising from;

3.18.1 These Agreed Terms & Conditions

3.18.2 Any breach of the Clients undertaking contained in these Agreed Terms and Conditions, in particular Clause 3 and its contents and any rights granted in Clause 2.

3.19 Overnight parking is not permitted in the Parking Space unless permission is granted in writing by the Owner or the Operator.

4. TERMINATION

4.1 The authorization granted to the Client by the Operator, the Car Park Authorization Form and these Agreed Terms & Conditions, shall end on the earlier of;

4.1.1 The Operator giving notice to the Client to terminate the Authorized Period with immediate effect if the Client has breached any of the obligations contained in these Agreed Terms & Conditions. If the Client has breached any of the said obligations contained in these Agreed Terms & Conditions, no Fees will be refunded.

4.1.2 On the End Date, provided that the Authorized Period is not extended or renewed, such extension or renewal period to be at the sole discretion of the Operator.

4.1.3 Termination by the Operator is permitted at any time during the Authorized Period by giving Seven (7) days prior written notice to the Client. If termination is at no fault of the Client, any outstanding Fees will be refunded on a pro-rata basis.

4.1.4 Termination is without prejudice to the rights of either Party in connection with any antecedent breach of any of the obligations contained in these Agreed Terms & Conditions.

5. FEES & PAYMENTS

5.1 The Client acknowledges that they have been made adequately aware of the Fees associated with the services being rendered by the Operator and have received a complete description of the services to be offered. The Client also acknowledges that the Operator reserves the right to change the specified Fee and associated charges from time to time without notice.

5.2 The Client agrees to pay the Operator the Fee in full advance on or before the due date of these Agreed Terms & Conditions payable to Access1 Parking LLC, by cheque, cash, telegraphic transfer or other on-line payment system(s) or methods to an account nominated by the Operator.

5.3 Where available, the Client agrees and authorizes the Operator to automatically debit any Fees due and payable from any credit card(s) authorized and placed on file with the Operator on the due date of each invoice. Invoices will be emailed to the Client prior to any Credit Card charges being placed at the beginning of the billing period. Should the Client's Credit Card be declined for any reason, the Operator will contact the Client to notify them of the declined charge and will continue to re-submit the Credit Card on file, until payment is accepted in full or an alternative payment has been made. Any fees or bank charges incurred by the Operator will be passed onto the Client and the Client agrees to accept these fees and charges.

6. REFUND & CANCELLATION POLICY

6.1 All services rendered by the Operator and Fees paid by the Client are strictly provided on a Non-Refundable basis, except for conditions as outlined in Clause 4.1.3 above.

6.2 If the Client's Agreement is cancelled by the Operator for violation of the Agreement for any of the said Agreed Terms & Conditions, any payments made to the Operator by the Client will be Non-Refundable.

6.3 The Client also agrees not to charge back or reverse any credit card payments or dispute any payments made by way of credit card or debit card.

7. PRIVACY POLICY

7.1 The Operator will not sell, lease, borrow, give or otherwise dispose of any Client provided information to any third party unless permission is provided in writing by the Client or unless the Operator is compelled to do so by Law or in cooperation with any law enforcement agency or governing or ruling body.

7.2 The Operator reserves the right to collect and utilize any Client information and/or data, including, but not limited to email addresses, contact numbers and website cookies, for internal tracking and/or marketing purposes only.

8. NOTICES

8.1 A notice given under or in connection with these Agreed Terms & Conditions shall be;

8.1.1 In writing unless the Agreed Terms expressly state otherwise and for the purpose of this Clause 8, a fax is not in writing.

8.1.2 Given by hand, emailed or delivered by commercial courier to the Parties registered office (if the Party is a business) or in any other case, at the Party's principal place of employment, business or residence.

8.2 If a notice is given in accordance with Clause 8.1 it shall be deemed to have been received, if delivered by hand, at the time the notice is left at the proper address, or if emailed as per the date and time the email was sent or if sent by commercial courier, at the date and time of the courier's delivery notice.

8.3 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or where applicable, any arbitration or other method of dispute resolution.

8.4 Where the consent of the Owner or Operator is required under these Agreed Terms & Conditions, consent will only be valid if given in writing, unless it is given in writing and signed by a person duly authorized on behalf of the Owner or the Operator.

9. LIMITATION OF OWNER & OPERATORS LIABILITY

9.1 Subject to this Clause 9, the Owner or the Operator are not liable for;

9.1.1 The death or injury or incapacity in any form to the Client, the Client's employees, friends, family, invitees or others using the Parking Space or visiting the Car Park. The Client accepts full and complete responsibility for the safety and wellbeing of themselves, their employees, friends, family, invitees or others connected to the Client.

9.1.2 Any theft, damage, vandalism, destruction or loss of the Vehicle and/or its contents in any way, shape or form and/or for any reason whatsoever.

9.1.3 Any losses, claims, demands, actions, proceedings, damages, costs, expenses or other liabilities incurred by the Client or the Client's employees, friends, family, invitees or others in the exercise or purported exercise of the rights granted under Clause 2; or

9.1.4 Any loss or damage suffered by the Client or the Client's employees, friends, family, invitees or others as a result of any cause beyond the Owners or Operators control that prevents the Client from using the Parking Space or any difficulty or interruption in obtaining access to the Parking Space by reason of temporary works, repairs, maintenance or renewal of any of the Access Ways in and around the Car Park.

10. GOVERNING LAW & JURISDICTION

10.1 These Agreed Terms & Conditions and any dispute or claim arising out of or in connection with the Agreed Terms & Conditions, the Car Parking Authorization Form or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law.

10.2 The parties submit to the jurisdiction of the DIFC Courts of the UAE for the enforcement of the Agreed Terms & Conditions or any judgement, award or decision arising from the Agreed Terms & Conditions.

10.3 The Parties shall first attempt, in good faith, to resolve any dispute arising from or relating to these Agreed Terms & Conditions and/or the Car Park Authorization Form promptly by negotiation or dispute resolution.

10.4 If the dispute or disagreement is unable to be resolved in accordance with Clause 10.3 within Thirty (30) days of the first occurrence of the said dispute, the matter shall be finally submitted to mediation in accordance with the Mediation Rules of the DIFC-LCIA Arbitration Centre and such mediation shall take place in Dubai and be undertaken in the English language.

10.5 If the dispute is not settled by mediation with Twenty One (21) days after the commencement of mediation or such further period as both Parties agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre. Such rules are deemed to be incorporated by reference into this Clause. The Arbitrators award will be final and judgment may be entered upon it by any court having jurisdiction in the UAE.

11. MISCELLANEOUS

11.1 All Obligations in these Agreed Terms & Conditions are to be regarded as separate and independent agreements made by one Party in favor of the other Party

11.2 If any Term or Condition is ruled invalid, illegal or unenforceable, the remaining Terms & Conditions will not be affected and will continue to be enforceable.

11.3 In respect of the Parties, these Terms & Conditions include their respective successors, executors, administrators or assigns.

11.4 A person or party includes a natural person, corporate or unincorporated body, whether or not having a separate personality.

11.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular. A reference to one gender shall include a reference to all other genders.

11.6 All Fees negotiated or agreed to that form part of these Agreed Terms & Conditions are "Exclusive" of any taxes (VAT in particular) or levies introduced now or in the future by any Governing body or institution.