



*SCAPE Carpark Terms and Conditions

General

1. By entering, leaving or using the Carpark at *SCAPE Co., Ltd. (each referred to hereinafter as the “Carpark”), whether or not you are operating a vehicle in the Carpark, you agree to be bound by these Terms and Conditions (“Conditions”) and our Privacy Policy (available at scape.sg/data-protection) which together constitute a binding agreement governing use of the Carpark between you and *SCAPE Co., Ltd. (“*SCAPE”).
2. If you do not accept these Conditions, please leave the Carpark immediately. If you do not leave the Carpark within ten (10) minutes, you are deemed to have accepted these Conditions.
3. In these Conditions, references to:
 - ‘we’, ‘us’ and ‘our’ mean *SCAPE, their respective employees, agents, guests or independent contractors as the context requires.
4. These Conditions are governed by the laws of the Republic of Singapore. You hereby agree to submit to the non-exclusive jurisdiction of the Singapore courts for any dispute arising out of or in connection with these Conditions or the use of the Carpark.
5. *SCAPE provides the Carpark for use “as is” and makes no warranty or representation, express or implied, of any kind with respect to the Carpark including its suitability for any purpose. You enter and use the Carpark at your own risk. We may refuse entry to any vehicle or person.
6. While in the Carpark you must comply with all signs and all reasonable directions and requests made by us. Without limiting the generality of the foregoing, (i) all vehicles brought into the Carpark, including motorcycles, are to be parked in designated parking lots only, subject to availability and (ii) in the event of official functions, *SCAPE may reserve certain parking lots or the entire Carpark at its discretion, and all vehicles in such reserved parking lots or Carpark must be removed after reasonable notice has been given to the owner / operator of the vehicle.



7. We may in our absolute discretion refuse entry to the Carpark to any vehicle or person.

Exclusion and Indemnity

8. To the fullest extent allowed by the law:
 - We shall not be liable in contract, tort (including negligence) or otherwise for any (i) direct loss, (ii) indirect or consequential loss, (iii) damage, (iv) cost and expense or (v) loss of profits, suffered by you from or in connection with your use of the Carpark and any equipment, fixture and/or fitting therein; and
 - You agree to indemnify and hold *SCAPE, its officers, employees, agents and contractors harmless against all damages, losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, administrative fines imposed upon us by the relevant authority, or any government agency), legal costs (calculated on a full indemnity basis and including solicitor and client costs), expenses and liabilities suffered or incurred by *SCAPE, its officers, employees, agents or contractors arising out of or in connection with any claims, suits or proceedings brought against *SCAPE, its officers, employees, agents or contractors by third parties arising out of or in connection with a breach of the Conditions or your acts, failures, omissions and defaults in relation to the use of the Carpark.

Parking Fees

9. If you bring a vehicle into the Carpark (“Vehicle”), you agree to pay the applicable parking fee for the Vehicle set by us from time to time.
10. Only Electronic Payment mode (PayNow) will be accepted for payment of Carpark-related penalties or charges (due to insufficient value in CashCard), with a screenshot of the transaction confirmation page to be submitted as proof of payment. Cash payment will not be accepted.



11. You agree that we shall have the right to immobilise your Vehicle, through such means including using a wheel clamp or similar device on your Vehicle, if you have parked your Vehicle improperly or in breach of any of the condition stipulated in Para 17, and you are liable to pay us liquidated damages of One Hundred Dollars (\$100), subject to prevailing Goods and Services Tax (“GST”), for the release of any such immobilisation device.
12. You agree to pay *SCAPE a penalty fee for evasion of parking fees (e.g., tailgating, or without a proper In-Vehicle Unit or creating a false exit) of Thirty-Five Dollars (\$35), subject to prevailing GST, for motorcycles, or One Hundred Dollars (\$100), subject to prevailing GST, for Motorcars.
13. We reserve the right to prevent your Vehicle from leaving the Carpark until all fees associated with the Vehicle, its owner and/or its operator (including for past usage of the Carpark) are paid.
14. Without prejudice to the generality of clause 8, to the fullest extent permitted by law, we are not liable for any injury, damage or loss which may result from us preventing the Vehicle from leaving the Carpark, nor for the delivery up of your Vehicle to any person.
15. We have a general lien over, and the right to retain possession of your Vehicle as a security for any money which is owed to us by you and/or the owner of the Vehicle.
16. If you fail to pay the applicable parking fee or any other sum of money due to us (“Debt”), you agree and are deemed to have authorised us to (i) sell your Vehicle after the 30th calendar day from the date the Debt first accrued, and (ii) recover from the proceeds of sale of the Vehicle the Debt as well as any costs incurred by us in administering these Conditions against you. In selling the Vehicle, we may proceed in such manner as we think fit in our absolute discretion and we are not obliged to obtain the best price.

Remedies available to *SCAPE

17. You agree that should any one or more of the following occur, namely:



- you do not produce to us, when requested by us, your proof of payment of the parking fees;
- you cause any obstruction within or around the Carpark whether intentionally or otherwise;
- you have parked your Vehicle anywhere that we designate as a no-parking or reserved area;
- you undertake any commercial activities (including but not limited to the sale of merchandise or the distribution of any advertising materials) within the Carpark without our prior written consent;
- you have used the Carpark other than in accordance with instructions we may give;
- we may at our election do any one or more of the following and you shall be liable to compensate us for all costs and expenses incurred by us in so doing:
 - immobilise your Vehicle through such means necessary including without limitation using a wheel clamp or similar device on your Vehicle, in which case you are liable to pay us liquidated damages of One Hundred Dollars (\$100), subject to prevailing GST, for the release of any such immobilisation device;
 - pay a penalty for evasion of parking fees (eg, tailgating or without a proper In-Vehicle Unit) of Thirty-Five Dollars (\$35), subject to prevailing GST, for motorcycles, or One Hundred Dollars (\$100), subject to prevailing GST, for Motorcars;
 - move your Vehicle to any spot within the Carpark; and / or
 - remove your Vehicle from the Carpark to any spot of our choosing.



Data

18. By using the Carpark and providing your personal data to us, you consent to the collection, use or disclosure of your personal data, in accordance with our [Privacy Policy and the Personal Data Protection Act 2012](#) as updated from time to time, for *SCAPE's reasonable business purposes including without limitation:

- to properly operate the Carpark;
- to ensure compliance with and to enforce these Conditions;
- to address queries we receive in relation to your use of the Carpark;
- to protect the safety and security of our staff and property; and/or
- to comply with applicable laws, regulations, and/or orders of court requiring disclosure of your personal data.

19. Any data or imagery captured by us arising from your use of the Carpark may be used by us for the purposes of ensuring compliance with these Conditions.

Others

20. These Conditions may be varied at any time by us.

21. If any of these Conditions shall be deemed invalid, void, or for any reason unenforceable, those Conditions shall be deemed severable and shall not affect the validity and enforceability of any remaining Conditions.