

Terms and Conditions/Parking Rules

Concordia DMCC in conjunction with the Bay Owners shall at all times determine the manner in which the Permit Parking Scheme shall operate and is at liberty to vary the scheme at any time should it consider appropriate to do so in its absolute and sole discretion. Parking Permit Scheme applicants are not guaranteed the issuance of a Parking Permit (as defined below) and Concordia retains the sole and absolute authority to determine the issuance and the number of Parking Permits (as defined below) that may be granted to any applicant, if any.

A parking permit issued by Concordia under the Permit Parking Scheme to an owner or occupier within the community with respect to a designated parking bay (Parking Permit) or bays within a parking area nominated by Concordia (Designated Parking Area) is granted to the owner or and occupier (Permit Holder) subject to the terms and conditions set out herein and as otherwise may be notified to the Permit Holder from time to time by Concordia (Parking Permit Terms and Conditions).

By accepting the granting of a Parking Permit with respect to a designated parking bay or bay within a Designated Parking Area (Parking Bay), the Permit Holder unconditionally and irrevocably agrees to comply with and be bound by the Parking Permit Terms and Conditions.

The Parking Permit and Term

The term of the Parking Permit is for the period agreed during the application process (Term). Notwithstanding the Term agreed during the application process, Concordia may reduce the Term and/or cancel the Parking Permit without cause by giving the Permit Holder not less than 1 months' notice of cancellation.

The continued use of the designated Parking Bay remains at all times subject to availability and Concordia may at any time relocate the designated Parking Bay to an alternative parking area within the vicinity, from time to time, by written notification to the Permit Holder.

Where the designated Parking Bay (or an alternative Parking Bay) ceases to be available or for operational reasons is no longer viable for use under the Permit Parking Scheme, Concordia reserves the right to cancel the Parking Permit and reimburse the Permit Fee to the Permit Holder on a pro rata basis for the remainder of the Term.

The method and criteria applied to the issuance and renewal of the Parking Permit shall be at the sole and absolute discretion of Concordia. Parking Bays and related Parking Permits within the Permit Parking Scheme are in limited supply and the renewal of the Parking Permit for a subsequent Term for the Permit Holder is not in any way guaranteed.

In the event that a Parking Access card is lost, stolen or damaged, the Permit Holder will be charged a fee, as may be reasonably determined by Concordia from time to time, for replacement of the Parking Permit.

The Permit Fee

The Parking Permit is issued to the Permit Holder subject to the Permit Holder paying Concordia the fee agreed during the application process (Permit Fee). The Permit Fee is payable either by way of online

payment at <https://ondemand.concordiadubai.com/PR/login.aspx> or by cheque or by bank transfer, in advance and in full for the Term upon acceptance.

On and from 1 January 2018, any consideration payable under these Parking Permit Terms and Conditions is exclusive of VAT, unless explicitly indicated otherwise. If any tax or VAT is imposed on a supply made under or in connection with these Parking Permit Terms and Conditions, the consideration for the said supply shall be increased by the quantum of tax or VAT applicable. The payment of any VAT or similar tax shall be subject to Concordia issuing to the Permit Holder a valid tax invoice in the format as prescribed under all applicable laws including but not limited to laws framed by the UAE.

The Permit Fee is refundable in the event that the Permit Holder wishes to cancel the Parking Permit. In such cases, there will be a mandatory 1 months' notice and the Permit Holder will be charged an amount equivalent to 1 months' Permit Fees for the respective Parking Bay(s).

Concordia reserves the right to review, increase or otherwise alter the Permit Fee at any time during the Term (including upon renewal for a further Term) in its sole and absolute discretion.

The Permit Fee for any further Term shall be determined by Concordia from time to time and notified to the Permit Holder.

Dishonoured cheques will incur an administration fee of AED 500 for each occurrence and the application for the Parking Permit may be rejected and any issued Access Control Card (as defined below) may be suspended or cancelled. Concordia may report instances of dishonoured cheques to Dubai Police in accordance with any applicable laws.

Prior to the granting of the Parking Permit, the Permit Holder will be required to pay a deposit, as may be reasonable determined by Concordia from time to time, to Concordia (Parking Deposit), which sum may be utilized by Concordia in the event the Permit Holder breaches the Parking Permit Terms and Conditions, or otherwise returned to the Permit Holder on expiry of the Term.

The Permit Holder

The Permit Holder must at all times during the Term be either a legal owner of property within the community, a lessee of property within the community, an employee working in a property within the community and holding a valid UAE issued visa or an employee representing a Company, which holds a valid UAE trade licence.

The issuance of the Parking Permit and its continuing validity is subject to the Permit Holder providing Concordia with copies of the necessary documents and other information as determined by Concordia from time to time, as evidence that the Permit Holder is entitled to be a holder of the Parking Permit.

Any failure of the Permit Holder to provide Concordia the requested documentation and/or information shall entitle Concordia to cancel the Parking Permit or suspend the Parking Permit and cancel the Access Control Card(as defined below) until such information is provided.

The Parking Permit is personal to the Permit Holder and is not transferrable, conveyable or assignable to any third party in any manner whatsoever.

Where the Permit Holder is a corporate entity, the Permit Holder must provide details of: the company's representative; the individual(s) that shall be utilising the Parking Bay(s); and the vehicle(s) that shall be parked in the Parking Bay(s), as may be requested by Concordia from time to time.

Notwithstanding that the Parking Bay may be utilised by an individual representative or employee of the Permit Holder, the Permit Holder remains solely responsible for the performance of the Permit Holder under the Parking Permit Terms and Conditions.

Access Control Cards

The access control card issued to the Permit Holder in respect of the Parking Bay (or (Designated Parking Area) within which the Parking Bay is located), (Access Control Card) shall at all times be managed and administered by Concordia. Access Control Cards will be activated for the Term.

Access Control Cards are the sole responsibility of the Permit Holder. Lost, stolen or damaged Access Control Cards must be immediately reported to the Concordia Service Centre on 04 368 8883 or email parking@concordiadubai.com for cancellation on the system.

Replacement Access Control Cards will incur a processing replacement charge as may be reasonably determined by Concordia from time to time, for replacement of the Parking Permit.

Upon expiry or termination of the Term, Permit Holders must return the Access Control Cards(s) to the Concordia Service Centre. If a Permit Holder fails to return the Access Control Card, Concordia shall deduct the cost of a replacement Access Control Card from the Parking Deposit.

Use of Parking Bays

The Parking Permit and Access Control Card, provides the Permit Holder the right, during the Term, for a single vehicle to enter and park in the designated Parking Bay(s) within the Designated Permit Parking Area.

The Permit Holder must only park in Parking Bay(s) designated for use under the Permit Parking Scheme. For clarity, the issued Parking Permit does not authorize access and use of any other parking bay in any the other cluster, tower or visitor parking area, except within the Designated Parking Area. Any breach of this provision shall entitle Concordia to terminate the Parking Permit with immediate effect, forfeit the Parking Fee, suspend the Parking Permit for such period as determined by Concordia and/or cancel any Access Control Cards.

The Access Control Card must only be used for a single vehicle entry into the Designated Parking Areas where the designated Parking Bay(s) is located at any one time and must not be used for multiple vehicle entries into the restricted car parking areas. Any breach of this provision shall entitle Concordia to terminate the Parking Permit with immediate effect, forfeit the Parking Fee, suspend the Parking Permit for such period as determined by Concordia and/or cancel any Access Control Cards.

The Permit Holder must notify Concordia of the RTA registration number(s) of the vehicle(s) that shall be parking in the Parking Bay under the Parking Permit. Any failure of the Permit Holder to provide such notification shall be a breach of this provision and shall entitle Concordia to terminate the Parking Permit with immediate effect, forfeit the Parking Fee, suspend the Parking Permit and/or cancel any Access Control Cards.

Once the Permit Holder has been allocated their designated Parking Bay(s), Concordia will arrange for parking barriers/bollards to be installed. The parking bay owner will be solely responsible for bearing the costs of this installation process.

Upon expiry or earlier termination of the Term, Concordia will arrange for a joint inspection, with the Permit Holder, of the parking barrier/bollard to take place. Any damage to the parking barrier/bollard will require rectification and/or repair at the cost of the Permit Holder. Concordia accepts no liability or responsibility for any damage to a Permit Holder's parking barrier/bollard.

The Permit Holder shall notify Concordia of any unauthorised parking in the Permit Holder's designated Parking Bay(s) and the operator shall advise the Permit Holder where to park during such unavailability provided that an alternative Parking Bay is available.

Parking under the Permit Parking Scheme is for standard cars (passenger vehicles and pick-up vehicles of standard design and dimensions) that are able to park wholly within the designated Parking Bay(s) only and is not available for parking of buses, trucks, trailers, boats, caravans or similar vehicles or items, or for oversized vehicles that are not able to park wholly within the designated Parking Bay(s).

General

Permit Holders (including authorised users in the case of corporate Permit Holders) are bound by these Terms and Conditions, as may be amended from time to time. A breach of these Terms and Conditions by the Permit Holder shall entitle Concordia to terminate the Parking Permit with immediate effect and forfeit the Parking Fee, suspend the Parking Permit and/or cancel any Access Control Cards.

The parking structure in which the Parking Bay(s) may be located (Parking Structure) is governed by the relevant Dubai authorities and they retain their full authority within the Parking Structure, including the designated Parking Bay. As such, the Permit Holder acknowledges that Dubai Police may issue infringement notices and fines to vehicles in breach of Dubai Law and any applicable Dubai or UAE parking rules.

Use of and/or presence on or in the common use facilities within the Parking Structure for any purpose whatsoever is entirely at the risk of the Permit Holder. Neither Concordia or the Building Management, including through any act or omission on the part of the Developer or Concordia or its contractors, employees or servants, is liable in whole or in part for any loss, damage, theft or injury to persons or property which may arise from use of and/or presence on or in (or as a result of any activities conducted on or in) common use facilities or a Parking Structure by the Permit Holder.

The Permit Holder indemnifies and holds harmless Concordia and the Building Management against any loss they may suffer directly or indirectly from the Permit Holder's breach of its obligations under the Parking Permit Terms and Conditions and/or the use of the Parking Bay and the Parking Structure generally.

Information provided to Concordia by the Permit Holder as part of the Permit Parking Scheme will be treated as confidential and used to manage the Access Control Card database and parking and security related matters and will be made available to relevant Dubai authorities as required.

Concordia reserves the right at any time to modify or amend these Parking Permit Terms and Conditions. Such modifications or amendments will be effective immediately from the date that the

revised Parking Permit Terms & Conditions are posted on <https://ondemand.concordiadubai.com/PR/login.aspx> . By continuing to use the issued Parking Permit, Access Control Card and/or any car parking facilities within the community, the Permit Holder shall to be bound by the revised Parking Permit Terms and Conditions.