



## **S U PARKING TERMS AND CONDITIONS FOR DRIVING, SHUTTLING AND PARKING OF CUSTOMERS VEHICLES**

### **1. Definitions**

In these conditions, the following words shall bear the meanings assigned to them below:

#### **1.1. "The Valet Parking Operator"**

Means THE VALET PARKING OPERATOR and includes the valet parking operator's staff, drivers, agents and any person or persons driving any client / customers vehicle, employed by the valet parking operator forming the subject matter of this contract under and in terms of the valet parking operator's terms and conditions.

#### **1.2. "the customer"**

Means THE CUSTOMER and or the debtor and or the party reflected on the booking document as the driver or owner of the vehicle, whether acting on his / her own behalf or in his / her capacity as agent or in any other capacity or a third party.

#### **1.3. "the services"**

Means THE SERVICES forming the subject matter of this agreement, whether driving, shuttling or parking one or more vehicles on request.

### **2. Remuneration**

- 2.1. In the absence of any written agreement to the contrary, the remuneration payable to the valet parking operator by the customer will be in accordance with the standard tariffs of the valet parking operator.
- 2.2. The valet parking operator standard tariffs are subject to review by the valet parking operator without prior notice to the customer.
- 2.3. In the event of the valet parking operator being obliged to pay any fines with regards to the customers' vehicle license expired, the valet operator shall be entitled to make an additional charge to cover any expenses resulting there from not already included in the valet operator's standard tariffs.
- 2.4. In the event, should the valet operator be obliged to deliver the customer vehicle to any other destination with exception to O R Tambo international airport, the valet parking operator will then charge the customer accordingly at an additional tariff for the distance travelled including the charges for the valet parking operators shuttle vehicle and the valet parking operators' driver.

### **3. Payment and Remuneration**

- 3.1. In the absence of any special provisions to the contrary, payment shall be effected by the customer in cash if the customer is not an account client and thirty days' if the customer is an account client and as determined by the valet parking operator at its sole discretion.
- 3.2. The valet parking operator shall in its absolute discretion be entitled to appropriate all payments made by the customer towards the payment of any debt or obligation of whatsoever nature owing by the customer to the valet parking operator, irrespective of when such debt or obligation arose.
- 3.3. The customer may not raise any claim, dispute or any counter-claim as a reason for deferring payment and the customer may not withhold any payment or set off any claim or counter-claim which it may wish to raise against the valet parking operator invoice amount.

#### **4. The valet parking operator Lien**

- 4.1. The valet parking operator shall be entitled the customers vehicle as security for any other moneys which may be owing to it by the customer from any cause whatsoever.
- 4.2. The valet parking operator rights under this clause are not exhaustive but in addition to any other rights against the customer.

#### **5. Customers warranties**

##### **The customer is bound by and warrants in favour of the valet parking operator:**

- 5.1. The accuracy of all descriptions, valuables, damages to vehicles and other particulars furnished to the valet parking operator for any purposes. The customer indemnifies the valet parking operator against all expenses, claims or fines arising from any inaccuracy or omission of descriptions, values or other particulars.
- 5.2. That the customer hereby indemnifies and holds the valet parking operator harmless against any claims and/or damages which the valet parking operator may suffer by virtue of the customers' breach of this warranty:

#### **6. Condition of vehicles**

- 6.1. The onus is on the customer to notify the valet parking operator of any defects, damages, chips and damages to the vehicle, windshield, engine and any other part of the vehicle including tires and rims and should be noted on the space provided on the booking document by the customer.

#### **7. Valuables in vehicles**

- 7.1. The onus is on the customer to disclose all information with regards to valuables left in any vehicle by the customer and such valuables must be pointed out to the valet parking operator driver and must be noted on the space provided on the valet parking operators booking document.
- 7.2. The customer hereby indemnifies the valet parking operator against any claims and damages of any nature made by the customer for any damages and lost valuables not recorded on the space provided by the valet parking operator on the booking document.

#### **8. The valet parking operators' liability for damages or loss**

- 8.1. All vehicles shall be driven, parked and shuttled at the sole risk of the customer (or owner). The customer hereby exempts the valet parking operator from and indemnifies the valet parking operator against all liability of whatsoever nature, arising directly or indirectly from the driving, parking, shuttling and handling of any vehicles. This exemption and indemnity includes negligence or gross negligence on the part of the valet parking operator, its servants, agents, drivers, and employees or otherwise.
- 8.2. The valet parking operator will not be held liable for any stone chips, windshield chips or cracked and/or any damaged mags, hub caps or tyres. As those type of damages is out of the customer and the valet parking operators control.

#### **9. Vehicle insurance**

- 9.1. The onus is on the customer to ensure that he's/ her vehicles / company vehicles are fully insured and that the customers' insurance are notified that the customers vehicle will be driven, shuttled and parked by the valet parking operator. The valet parking operators' maximum liability should anything happen to any vehicle will be a maximum liability of R3000-00 (three thousand rand).

#### **10. Sole agreement and variation**

This agreement constitutes the sole record of the agreement between the Parties. The valet parking operator shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded here in and no addition to, variation of or agreed cancelation of this agreement shall be of any force or effect unless recorded in writing and accepted by the valet parking operator in writing.

#### **11. Indulgence and waiver**

No relaxation or indulgence which the valet parking operator may grant to the customer shall constitute a waiver of the rights of the valet parking operator and shall not preclude the valet parking operator from exercising any of its rights which may have arisen in the past or which might arise in the future.

#### **12. Applicable law**

The proper law of this agreement is the law of the Democratic Republic of South African, and accordingly any dispute about this agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination or any dispute about any matter arising out of this agreement, its avoidance, interpretation, rectification, breach or termination shall be determined according to the laws of the Democratic Republic of South Africa.