

Terms and Conditions

EXPRESS AIRPORT 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 which will mean Express Airport Parking and includes the valet parking operator 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 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 he's / her own behalf or in he's / her capacity 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 change 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 parking operator shall be entitled to make an additional charge to cover any expenses resulting therefrom not already included in the valet parking operator standard tariffs.

2.4. In the event, should the valet parking 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 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 day's 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 arise.

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 of 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 to the customer vehicle as security for any other moneys which may be owing to the valet parking operator by the customer from any cause whatsoever.

4.2. The valet parking operator rights under the clause are not exhaustive but in addition to any other rights against the customer.

5. Customers warranties

The customer is bound by any warrants in favor 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.

5.2. 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.

5.3. 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 customer 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. The owner of the vehicle are responsible for the information entered onto the booking document.

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 special instructions column provided on the valet parking operators booking document or dator 32(4 37i) 6 Td(001 Tw21.707 0 Td(T) 2Tm(4.) 322.5 37i) 6 Td3 (w) 3.7 (ner

9.2. Should a customer raise a claim for any damages caused to the customer vehicle by the valet parking operator, the customer must then notify the valet parking operator management within 12 hours (twelve hours) from time of collection of vehicle from the valet parking operator via e-mail or telephonically. The customer must follow the valet parking operator claims procedure policy and request a claim form to be filled in and e-mail to the valet parking operator with all relevant documentation attached in order for the valet parking operator to investigate the claim.

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 Africa, 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.