

OR Tambo Airport Parking Services - Terms & Conditions

T's and C's

OR Tambo Airport Parking Services

Terms & Conditions

1. Parking is strictly at your own risk. OR Tambo Airport Parking Services shall not be liable for any loss, injury or damage suffered by the Client arising from the performance, whether negligent or otherwise of OR Tambo Airport Parking Services obligations under this agreement.

The client hereby indemnifies OR Tambo Airport Parking Services , its employees, agents and contractors against any claim arising from loss or damage to the Client's vehicle or any equipment or any key or any articles in or on the vehicle.

2. All payments due by any Client to OR Tambo Airport Parking Services shall be made by the Client on handover of the vehicle to the Client unless the Client has made prior credit arrangements with OR Tambo Airport Parking Services in which case payment shall be made by the Client within 20 working days of the invoice date. OR Tambo Airport Parking Services shall be entitled to levy interest on overdue amounts at the current overdraft rate cleared by the bank from time to time.

3. Should any actions be instituted by OR Tambo Airport Parking Services for the recovery of any amounts due by the Client, the Client accepts liability for all legal costs incurred by OR Tambo Airport Parking Services on any attorney and own Client Scale and including any agent charges and credic collection commissions. The Client consents to the jurisdiction of the Magistrates Court for the settlement of all proceedings which may arise in the process.

1. Conditions

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

Means THE PARKING OPERATOR and includes the parking operator's staff, drivers, agents, and any person or persons driving any client / customer's 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 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 parking operator by the customer will be in accordance with the standard tariffs of the valet parking operator.

2.2 The 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 parking operator being obliged to pay any fines with regards to the customers vehicle licence expired, the valet operator shall be entitled to make an additional charge to cover any expenses resulting from not already included in the parking operator's standard tariffs.

2.4 In the event, should the parking operator be obliged to deliver the customer vehicle to any other destination with exception to OR Tambo Airport Parking Services, the valet parking operator will then charge the customer accordingly at an addition a tariff for the distance travelled including the charges for the parking operator's shuttle vehicle and the parking operator's 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 parking operator at its sole discretion.

3.2 The 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 parking operator, irrespective of when such debt or obligation arose.

3.3 The customer may not raise any claim, dispute or any counterclaim as a reason for deferring payment and the customer may not withhold any payment or set off any claim or counterclaim which it may wish to raise against the parking operator invoice amount.

4. The parking operator

4.1 The parking operator shall be entitled to the customer's vehicle as security for any other moneys which may be owing to it by the customer from any cause whatsoever.

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

5. Customer warranties

5.1 The customer is bound by and warrants in favour of the parking operator.

5.2 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.

5.3 That the customer hereby indemnifies and holds the parking operator harmless against any claims and / or damages which the parking operator may suffer by virtue of the customer's breach of this warranty.

6. Condition of vehicles

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

7. Valuables in vehicles

7.1 The responsibility is on the customer to disclose all information with regards to valuables left in any vehicles by the customer and such valuables must be pointed out to the parking operator driver and must be noted on the space provided on the parking operator's booking document.

7.2 The customer hereby indemnifies the 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 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 parking operator from and indemnifies the valet parking operator all liability of whatsoever

nature, arising directly or indirectly driving, parking,
shuttling and

handling of any vehicles. This exemption and indemnity includes negligence or gross negligence on the part of the parking operator, its servants, agents, drivers and employees or otherwise.

9. Vehicle Insurance

9.1 The responsibility is on the customer to ensure that his / her vehicles / company vehicles are fully insured and that the customer's insurance are notified that the customer's vehicle will be driven, shuttled and parked by the parking operator. The parking operator's maximum liability should anything happen to any vehicle will be a maximum liability of R2 500-00 (Two thousand five hundred rand)

10. Sole agreement and variation

This agreement constitutes the sole record of any 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 herein and in addition to, variation of or agreed cancellation of this agreement shall be of any force or effect unless recorded in writing and accepted by the parking operator in writing.

11. Indulgence and waiver

No relaxation or indulgence which the parking operator may grant to the customer shall constitute a waiver of the rights of the valet parking operator and shall not preclude the 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.

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