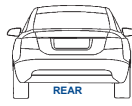
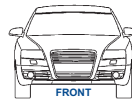
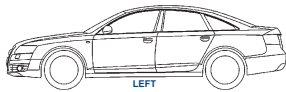


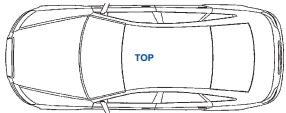


# TERMS & CONDITIONS



		Make: _____	Model: _____
		Colour: _____	Reg No: _____
			
		KM (In) _____	KM (Out) _____
		Notes: _____	_____
		_____	_____
		SPARE WHEEL: <input type="checkbox"/> YES <input type="checkbox"/> NO	

## 1. THE PARTIES

This agreement is entered into and between Air-O-Parking (Pty) Ltd (herein after referred to as "The Company") And The Registered Owner of the Motor Vehicle (herein after referred to as "The Customer") In respect of the Motor Vehicle bearing the registration number as listed in the Parking and Vehicle Storage Confirmation Form / - Invoice, including any registered trailer and /or other attachment and /or structures.

## 2. TERMS AND CONDITIONS

2.1 The Customer hereby agrees, by attesting his/her signature hereto, including the parking / vehicle storage confirmation document and /or inspection sheet, that such constitutes a full and complete acceptance of the Company's terms and conditions in its entirety, as more fully set out hereunder. And furthermore, authorizes the Company, its authorized agents, employees, representatives and /or contractors to transport the motor vehicle from and between OR Tambo International Airport and / or from and between the Company's main business premises as stipulated within the Customer's parking confirmation document and /or invoice and / or alternative destination, as instructed by the Customer, for the purpose of parking and storage; and return of the motor vehicle including a hand wash and vacuum of the motor vehicle, while in the possession of the Company.

2.2 If contracting on behalf of any other party, in its capacity as agent or any other third party, the signatory by way of signature confirms that he/she has the relevant authority to enter into this agreement on behalf of the registered owner of the motor vehicle, alternatively on behalf of the Proxy.

2.3 The onus rests solely on the Customer to ensure that his/her motor vehicle is comprehensively insured with his/her own insurance provider, as the onus rests solely upon the Customer to notify his/her insurance provider that his/her motor vehicle will be handed over to and driven by the Company's authorized and/or appointed agents, employees, representatives, and/or contractors as authorized by the Company.

2.4 The Customer hereby agrees and accepts that the Company accepts no liability for the following which is not limited to: -

2.4.1 Theft of any motor vehicle from its premises, or any items in and/or attached to the motor vehicle, while under the care and control of the Company;

2.4.2 Any damage of whatsoever nature, including but not limited to, scratching, denting or total destruction of the motor vehicle whilst in the care of the Company arising from any cause whatsoever;

2.4.3 Any loss, injury or damage suffered by the Customer or its motor vehicle arising from the performance, whether by negligence or otherwise arising from the Company's obligations in terms of this agreement;

2.4.4 Any liability loss, injury or consequential damages arising from force majeure, including but not limited to, floods, earthquake, hail or any extreme weather conditions and/or disturbance, including fire or electrical storms and power surges, whilst in the care of the Company, including any circumstances beyond the control of the Company.

## CUSTOMER'S DUTIES AND RESPONSIBILITIES

3.1 The Customer is responsible to ensure that a full and complete inspection of the motor vehicle is conducted, both upon collection and delivery of the motor vehicle. This inspection is to be conducted by any authorized agent of the Company, employee, representative and/or any other nominated and authorized person and/or contractor of the Company and in the Customer's presence.

3.2 The onus rests solely upon the Customer to declare and /or to point out and /or to bring any existing and visible defects, damages, chips and /or scratches and dents to the attention of Company's agent, employee, representative and / or any other nominated and authorized person.

3.3 Should a motor vehicle be in a dirty state at the time of conducting the inspection, alternatively should it be raining, or any other conditions be present, making it impossible to perform the required thorough inspection of the motor vehicle, this will be noted on the booking confirmation form and inspection sheet and the Company will not accept any liability whatsoever for any scratches and / or damages of any nature to the motor vehicle, which were not visible as a result thereof, or which could not be identified at the time of the said inspection.

3.4 The Company, will not accept, acknowledge, nor entertain any claims for any damage or theft reported after the vehicle has been collected from its agent, employee, representative and /or any other nominated authorized person and after the vehicle's exit from the airport and /or station and /or delivery point.

3.5 The Customer is bound by and warrants in favour of the Company the accuracy of all descriptions, valuables, damages to the motor vehicle and other particulars furnished to the Company for any purposes.

3.6 The Customer indemnifies the Company against all expenses, claims for fines arising from inaccuracy or omission of descriptions, values, or other particulars.

3.7 Valuables are not to be left in the motor vehicle and are to be removed prior to the collection / delivery of the motor vehicle, as the Company accepts no liability for any loss and /or damage to such valuables and the risk remains solely that of the Customer and /or the registered owner of the motor vehicle or goods.

3.8 Any illegal, hazardous or dangerous substances and /or objects including, but not limited to, firearms and ammunition, must be removed prior to the handover of the motor vehicle. This includes any cash, commodities and any objects of excessive value as the Company accepts no liability in respect of any loss and /or damage to such items.

3.9 Should the Customer elects to leave any valuables as listed above, except those listed in paragraph 3.8 above, the onus rests solely upon the Customer to disclose all information in respect of any such valuables left in the motor vehicle and such valuables must be pointed out and declared to the Company's representative, agent, employee and /or authorized representative, which will be noted on the parking confirmation and vehicle storage inspection sheet. Any valuables not declared and noted accordingly, the Company will not accept any liability for loss, damage and /or destruction thereof. In the event that the Customer either leaves valuables in the motor vehicle or deposits personal belongings and valuables with Company for safeguard and storage, the Customer agrees and accepts that he/she does so, entirely at his/her own risk and the Company accepts no liability whatsoever for the goods.

3.10 The Customer is to ensure upon arrival of the vehicle into the care of the Company, that sufficient fuel remains in the vehicle to cover at least 30 (THIRTY) kilometres. Failure to do so, will result in a fuel charge of R 200.00 (subject to change without prior notice and in relation to current fuel price), given that the Company will be required to add additional fuel to the vehicle.

The Company does not accept liability for any damage sustained to any vehicle either prior to or during the period of being in our care, including scratches, chips, or any other visible marks. While the Company endeavor to ensure the security of all vehicles, neither the Company nor its staff can be held liable in the event of loss or damage to the Customer's vehicle. The onus is therefore solely on the Customer to ensure that their insurance is up to date and fully comprehensive.

I confirm that all personal belongings have been removed from the vehicle and that which remains has been declared. I understand that The Company does not take any responsibility for any personal belongings within the vehicle that I have not declared and may go missing while the vehicle is under the Company's care.

I hereby declare that I have read, understand, and accept the Terms and Conditions as laid out hereunder, and that the information provided above is true and factual to my knowledge.

Client signature: \_\_\_\_\_

AOP Representative: \_\_\_\_\_

## 4. CLAIMS AGAINST THE COMPANY

4.1 The Customer agrees and accepts that he/she will have no claim against the Company, its directors, members, servants, employees, agents or any of its sub-contractors arising out of bodily injury or death sustained by the Customer or any loss, damage or destruction of any of the Customer's goods or property of any description whether due to the willful act, omission, negligence or default of directors, members, servants, company employees, agents, representatives and /or sub-contractors. 4.2 The terms and conditions set out in this agreement apply to any services performed by the Company at the special instance and request of the Customer, including but not limited to, other value-added services, such as wash, vacuum, valet, and other non-parking services.

4.3 The Customer is solely responsible for the information provided to the Company as to verify all flight itinerary details and reservations with the Company upon departure, with specific consideration to the Customer's return details, date, time and flight number.

4.4 The Company does not accept any responsibility for any delays due to incorrect information provided by the Customer, which includes but are not limited to, any wasted costs incurred by the Customer in such an instance.

4.5 In the event of the Customer's vehicle keys being lost or misplaced for any reason whilst in the care of the Company, the Company, undertakes to contribute to the replacement of the vehicle keys to an amount not exceeding R 4000.00 (FOUR THOUSAND), including cutting and coding.

4.6 If the aforesaid incident coincides, thus occurring upon the same day or at the same time of the Customer's arrival, a means of transport will be provided and paid for by the Company, for the shuttle service to the Customer's place of residence only.

4.7 The scope of Clause 4.5 and Clause 4.6 only applies to the keys that facilitate the operation of the Customer's vehicle and none other and is also limited to transporting the client to one selected destination only and does not include a rental and /or courtesy vehicle and or any further costs related thereto. Should any form of damage to a Customer's motor vehicle be clearly proven to have been caused while under the control of the Company in any manner whatsoever, the Company agrees to attend to a payment of only the Customer's insurance excess to a limited amount not exceeding R 4,000.00 (FOUR THOUSAND), this amount constituting the full and final extent of the Customer's obligation and any claims exceeding this amount will not be acknowledged nor entertained and the Customer waives any and all further claims exceeding this amount against the Company.

## 5. REMUNERATION AND PAYMENT

5.1 In the absence of any written agreement to the contrary, the remuneration payable to the Company by the Customer will be in accordance with the standard tariffs of the Company.

5.2 In the event of the Company to pay any fines with regards to the Customer's motor vehicle license which has potentially expired, the Company shall be entitled to levy an additional surcharge to recover these funds and expenses which will be excluded from the normal parking tariff due and owing to the Company.

5.3 In the event that the Company being obliged to deliver the Customer's motor vehicle to any other destination other than OR Tambo International Airport, the Company will be entitled to levy an additional tariff in respect of travel costs for the distance travelled, including collection and delivery of the Customer's motor vehicle, including costs incurred in respect of the return of the Company's employee.

5.4 In the absence of any special provisions to the contrary, payment shall be affected by the Customer either by cash or card payment. Electronic Payments (EFT) are to be finalized prior to the delivery / collection of the motor vehicle to the Customer.

5.5 All payments due by the Customer's to the Company shall be made by the Customer on handover of the vehicle to the Customer, unless the Customer has made prior credit arrangements with the Company, in which case payment shall be made by the Customer within 30 (THIRTY) days of the invoice date. The Company shall be entitled to levy interest on overdue amounts, including any all-legal recovery costs calculated on an attorney and client scale, including any agent's charges and collection commission. The Customer consents to the jurisdiction of the Magistrates Court of Kempton Park Ekurhuleni North for the institution of any and all legal proceedings and actions.

5.6 The Company shall in its absolute discretion be entitled to allocate any and all payments made by the Customer towards the payment of any debt or obligation of whatsoever nature owing by the Customer to the Company, irrespective of when such debt or obligation arose.

5.7 The Customer may not raise any claim, dispute or any counterclaim against the Company as a reason for deferring payment and the Customer may not withhold any payment or set off or withhold any payment in respect of any claim or counterclaim which it may wish to raise against the Company invoice amount.

## 6. VEHICLE MECHANICAL WEAR AND TEAR, CONSUMABLES AND WARRANTIES

6.1 The onus rests solely upon the Customer to notify and make aware the Company of any defects, damages, which include chips and windscreen cracks engines malfunctions as well as any part of the vehicle including tyres and rims as well as any malfunction to any electronic devices and batteries.

6.2 The Company takes no liability in the malfunction of any mechanical, electronic or engine components of the motor vehicle as a whole due to normal wear and tear or due to lack of maintenance or regular service. The onus rests upon the Customer to assume sole responsibility for the maintenance and servicing of the motor vehicle at all times and at regular intervals as required by the motor vehicle manufacturer.

6.3 The Company provides only a parking and storage facility and in no way is the Company obliged to attend to any form of maintenance nor service upon the motor vehicle and as such, no such maintenance or repairs will be made nor entertained by the Company whatsoever or at all.

6.4 The Company accepts no liability in respect of the any loss, damage or destruction in partial or in full to any consumable component such as wheels, rims or windscreen.

## 7. ALTERNATIVE DISPUTE RESOLUTION

7.1 Should any dispute arise in terms of this agreement, and after a party notifies the other party of such dispute, the dispute will first be resolved by way of alternative dispute resolution processes and means. Failing, which the aggrieved party hereby consents and agrees, to refer the matter for further adjudication under the jurisdiction of the Magistrates Court Kempton Park.

7.2 The Company is at liberty to appoint a practicing attorney and /or advocate of the High Court practicing within the republic of South Africa to mediate and conciliate any disputes that may arise between the parties.

## 8. LEGAL COMPLIANCE AND NON - DISCLOSURE

8.1 The Company is POPIA compliant, and therefore adheres to the relevant Act and legislation(s). All personal information is kept and safeguarded strictly and confidentially as per POPIA requirements, and no information is disclosed nor distributed to any third party.