

By using the Services, you agree to each and all the Terms and Conditions, without modification.
If you do not agree to these terms and conditions you may not use the Services.

TERMS & CONDITIONS OF VALET PARKING SERVICES

Definitions

In these terms & conditions, the following words shall bear the meanings assigned to them below-

- **BLEND GROUP** Blend 17 (Pty) Ltd, as well as all of its affiliated and related companies, and subsidiaries;
- **OPERATOR** means Valor Hospitality Partners Africa (Pty) Ltd and its directors, employees, drivers, or agents; who will operate the Services on behalf of the Blend Group;
- **USER** means 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 for a third party who is making use of the Services;
- **SERVICES** means the valet parking services forming the subject matter of this agreement, whether driving, or parking one or more vehicles on request for the purposes of valet parking only;
- **TERMS AND CONDITIONS** means the terms and conditions set out herein;
- **WHATAPP GROUP** means the WhatsApp Group which will be created by the Operator to facilitate the delivering of the Services, and which WhatsApp Group will include the Operator's driver, and the User.

1. The Operator's Lien

- 1.1. The Operator shall be entitled to the User's vehicle as security for any other moneys which may be owing to it by the User arising from the services hereunder.
- 1.2. The Operator's rights under this clause are not exhaustive, but in addition to any other rights against the User.

2. User Warranties

The User is bound by and warrants in favour of the Operator-

- 2.1. The User warrants that he/she is the owner of the vehicle, alternatively he/she has the legal right of possession and is duly authorised to use the vehicle as if he/she was the owner, more particularly to enter into this agreement and relinquish the vehicle into the Operator's possession. Upon making use of the Services, the User does so on behalf of him/herself, and all other persons having any proprietary possessory or other financial or material interest in the vehicle and its contents.
- 2.2. The User warrants the accuracy of all descriptions, valuables, damages to

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vehicles and other particulars furnished to the Operator for any purposes.

- 2.3. The User hereby indemnifies and holds the Operator, and the Blend Group, harmless against any claims and / or damages which the Operator, or the Blend Group, may suffer by virtue of the User's breach of these warranties.

3. Condition of Vehicles

- 3.1. The onus is on the User to notify the Operator of any defects, damages and chips to the vehicle, windshield, engine and any other part of the vehicle, including tyres and rims, and same should be noted by the User on the Whatsapp Group.
- 3.2. The Operator does not take responsibility for any broken or faulty bulbs, windscreens, wing mirrors, aerials, punctures, chip marks, scratches or other damage to the vehicle, if it was present at the time of handing the vehicle to the Operator. The User shall ensure the vehicle is road legal roadworthy and legal to drive.
- 3.3. The User shall inspect the vehicle upon collection and immediately report any damage to VPS and ensure that an incident report is completed to record the damage, before leaving, so that the Operator can review CCTV footage in respect to the incident. Should the User fail to report damage before leaving, he she waives all rights to claim damages in respect to patent damages from the Operator, or the Blend Group.

4. Valuables in Vehicles

- 4.1. The User shall ensure that no valuables are left in the vehicles.
- 4.2. The employees or agent of the Operator have no authority to accept any valuables or other articles for safe custody and the Operator will not be liable for any loss of or damage to any such articles which a User purports to leave in the safe custody or keeping of VPS, its employees or agents.
- 4.3. The User hereby indemnifies the Operator, and the Blend Group, against any claim for damages, expenses or losses of whatsoever nature made against Operator, or the Blend Group, for any damaged or lost valuables.

5. Limitation of Liability and Indemnity

- 5.1. Whilst the Operator will take all reasonable steps to ensure that its employees or agents will take reasonable care of the vehicle whilst in its custody, the Operator shall not be liable for:
- 5.1.1. damage to, loss of the vehicle or any part of it or any of its accessories or any of its contents; and/or
- 5.1.2. any damage to any other property, arising from or in connection with the Operator's custody of the vehicle
- Save where damage or loss is proved to arise, and only to the extent it is proven to arise, as a result of negligence, wilful act or an omission on the part the Operator, or its employees or agents.
- 5.2. In no event shall the Operator be liable for any special, indirect or consequential

damages arising out of the use or performance of the Services.

- 5.3. In addition, the Operator accepts no responsibility or liability for any damage, however caused, resulting from or in connection with the seizure of the vehicle by the police, South African Revenue Services or any other person lawfully authorised to do so
- 5.4. Save for any loss or damages proven to arise from the Operator's gross negligence, wilful act or omission, the User hereby indemnifies the Operator, and the Blend Group, its directors, employees, agents and contractors against any claim arising from loss or damage to the User's vehicle or any equipment or any key or any articles in or on the vehicle.

6. Vehicle Insurance

- 6.1. The onus is on the User to ensure that the vehicle is fully insured and that the User's insurance are aware that the vehicle will be driven, and parked by the Operator.

7. Security

It is the User's responsibility to ensure that the device the User is using for purposes of the WhatsApp Group remains in the User's possession for the duration of the Services, and that the device is equipped with sufficient password and other applicable security so that the device and the WhatsApp Group cannot be accessed by anyone else but the User. The User is responsible for maintaining the confidentiality and security of his/her device, password and other security protection measures in respect to the device, and accept responsibility for all activities that occur under the User's WhatsApp Group. The User must notify the Operator immediately in the event that the security of the User's device has been breached, or compromised.

8. Sole Agreement

- 8.1. The terms and conditions set out herein constitute the whole agreement between the Operator and the User in respect of the custody of the vehicle, and the employees or agents of have not authority to vary or add to these terms and conditions.

9 Applicable Law

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