

INDEMNITY LETTER

Phoenix Precision Parking

City: George

Postal Code: 6529

[Email Address]

Phone Number: 066 268 6755

Date:

To Whom It May Concern,

I, the undersigned, hereby acknowledge and agree to the following terms and conditions related to the use of valet parking services provided by Phoenix Precision Parking

1. Acknowledgment of Risk

I understand and accept that the use of valet parking services is at my own risk. Phoenix Precision Parking will take reasonable precautions to ensure the safety of my vehicle but cannot be held liable for any loss, damage, theft, or unforeseen circumstances beyond its control.

2. Insurance and Liability

I acknowledge that under South African law, a vehicle cannot be insured twice for the same risk. As such, I confirm that my vehicle is insured under my own policy. Phoenix Precision Parking, its owners, employees, and representatives will not be responsible for any damage, loss, or theft of the vehicle or its contents, including but not limited to:

- Accidental damage
- Fire or natural disasters
- Theft or vandalism
- Any other loss beyond the reasonable control of Phoenix Precision Parking

3. Items Left in the Vehicle

I acknowledge that Phoenix Precision Parking is not responsible for any personal items left inside the vehicle. It is my responsibility to remove any valuables before handing over the vehicle to the valet service. Phoenix Precision Parking, its owners, employees, and representatives will not be held liable for the loss, theft, or damage of any personal belongings left in the vehicle.

4. Pre-Existing Vehicle Condition

I understand that Phoenix Precision Parking is not responsible for any pre-existing damages to my vehicle. I am responsible for inspecting and reporting any concerns regarding my vehicle's condition before handing it over.

5. Unauthorized Access or Use

I acknowledge that only authorized persons designated by me may retrieve my vehicle. It is my responsibility to ensure that such persons have proper identification. Phoenix Precision Parking is not responsible for any damages, theft, or loss arising from unauthorized persons claiming the vehicle without proper identification or approval.

6. Delays and Unforeseen Circumstances

I understand that Phoenix Precision Parking will make every reasonable effort to return my vehicle on time. However, the company, its owners, employees, and representatives will not be held liable for any delays caused by traffic, weather conditions, mechanical failure, or other unforeseen circumstances beyond its control.

7. Prepaid Bookings and Cancellations

I understand and accept that any payments made in advance for valet services are non-refundable unless otherwise agreed in writing. In the event of cancellation, Phoenix Precision Parking reserves the right to apply a 30% cancellation fee.

8. Collection, Delivery, and Vehicle Use

I agree to provide accurate information regarding my vehicle and collection/delivery details. Any delays, miscommunication, or additional costs incurred due to incorrect details will not be the responsibility of Phoenix Precision Parking. Additionally, I acknowledge that Phoenix Precision Parking may drive my vehicle as necessary for off-site parking, servicing, washing, or any other arranged service.

9. Data Collection and Privacy

I acknowledge that Phoenix Precision Parking has the right to collect and store client data, including personal and vehicle details, for record-keeping and service improvement purposes. This information will be handled in accordance with applicable data protection laws and will not be shared with third parties without consent unless required by law.

10. Release of Liability and Indemnification

By signing this document, I voluntarily waive any legal claims against Phoenix Precision Parking, its owners, employees, and representatives for any damages, losses, or liabilities arising from the valet services, except in cases of proven gross negligence in a court of law. I further acknowledge that Phoenix Precision Parking is not responsible for damages caused by third parties, including other customers, vandalism, or unforeseen incidents beyond its control.

11. Jurisdiction and Governing Law

This agreement shall be governed by and construed in accordance with the laws of South Africa. Any disputes arising from or in connection with this agreement shall be subject to the exclusive jurisdiction of the magistrate court.

12. Long-Term Parking and Abandonment

If a vehicle remains in Phoenix Precision Parking's care beyond the agreed parking period without prior arrangement, additional storage fees may apply. In accordance with South African law, if the vehicle remains unclaimed for 90 days without contact or payment, it may be deemed abandoned. Phoenix Precision Parking will make reasonable efforts to contact the owner before pursuing legal action. If the vehicle is still unclaimed, it may be disposed of in compliance with the Consumer Protection Act and other applicable laws, including selling, auctioning, or scrapping the vehicle to recover unpaid fees. The client remains responsible for any outstanding amounts even if the vehicle is sold.

13. Force Majeure

Phoenix Precision Parking shall not be held liable for any failure or delay in performing its obligations under this agreement due to events beyond its reasonable control, including but not limited to natural disasters, acts of war, government restrictions, or strikes.

14. Client Contact Responsibility

I understand that I must provide accurate and up-to-date contact information. If I cannot be reached using the contact details provided, Phoenix Precision Parking will not be responsible for any resulting delays, storage fees, or other inconveniences.

15. Surety Clause

I, the undersigned, hereby bind myself as surety and co-principal debtor in solidum for all liabilities, damages, and obligations that may arise under this agreement. I acknowledge and agree that I will be held personally liable, jointly and severally, for any amounts due, including unpaid fees, legal costs, and any other expenses incurred by **[Your Company Name]** due to non-payment or breach of contract by myself or any authorized representative retrieving my vehicle.

If I am signing this agreement on behalf of a company, trust, or any other legal entity ("**the Entity**"), I confirm that I am duly authorized to do so. In addition to the Entity's obligations, I personally undertake suretyship and assume joint and several liability with the Entity for all amounts due under this agreement. This suretyship shall remain in full force and effect until all obligations under this agreement have been fulfilled.

This ensures that if a business fails to pay, the individual signing the agreement is still personally responsible. Let me know if you need any more refinements!

Vehicle Owner Details

Full Name: _____

ID/Passport Number: _____

Vehicle Make & Model: _____

Vehicle Registration: _____

Contact Number: _____

Signature: _____

Date: _____

This indemnity letter is legally binding and serves as a waiver of liability for Phoenix Precision Parking, its owners, employees, and representatives. Clients are advised to ensure their vehicle is adequately insured before using the valet service.