

Oman Avenues Mall Valet Parking Terms and Conditions of Service

1. Introduction

1.1. These Oman Avenues Mall Valet Parking Terms and Conditions of Service (the **“Valet Conditions”**) are the terms upon which the Valet Parking Services at the Oman Avenues Mall are provided.

1.2 The Customer is deemed to have read, understood and fully accepted these Valet Conditions prior to handing over the keys to his Vehicle to one of Our officials for providing the Valet Parking Services. Please contact our authorised officials at the valet counter situated at the [location] to discuss if there is anything you do not understand in these Valet Conditions. If you don't understand any part hereof or do not agree with any provisions hereof, please do not hand over the keys to your Vehicle to any of our authorised valet services officials and contact our officials as afore-stated.

2. Definitions & Interpretation

“Customer”, “You”, “Your”; means the person who owns, possesses or hands over the Vehicle's keys to one of our Valet Parking Services providers at the Oman Avenues Mall premises for the provision of the Valet Parking Services.

“Us”, “We”, “Our”; means; Oman Avenues Mall or Lulu Muscat Hypermarket LLC and includes, where the context permits, the employees of Oman Avenues Mall or Lulu Muscat Hypermarket LLC or any third party agency providing the required services on Our behalf.

“Valet Conditions”; means the terms and conditions set out in this document as varied from time to time at Our sole discretion.

“Valet Vehicle Park Area”; means any place or places nominated by Us where the Valet Parking Services are performed from time to time and includes the indoor and outdoor parking areas of the Oman Avenues Mall and the pick-up and drop-off points specified by Us.

“Valet Parking Services”; means the services offered by the us to the Customer, including the moving and parking of the Vehicle and any other services rendered in respect of the Vehicle.

3. Customer's Obligations

3.1. You acknowledge that it is Your responsibility to hand over the keys of your Vehicle to the authorised person only.

3.2. The Vehicle and any articles or personal belongings inside it remain always at the Customer's own risk.

3.3. If Our performance of Our obligations under these Valet Conditions is prevented or delayed by any act or omission of the Customer, We will not be liable for any costs, charges, damages or losses incurred by the Customer arising directly or indirectly from such prevention or delay.

3.4. You acknowledge and confirm that the Vehicle is in good and road worthy condition and capable of being driven safely;

3.5. You acknowledge and confirm that the Vehicle is duly licensed; and

3.7. You acknowledge and confirm that there are no matters which We or Our staff should be aware of in respect of the Vehicle to enable the Valet Parking Services to be performed without causing or being likely to cause damage or injury to Us or Our staff or any other person or thing.

3.8. No guarantee is given by Us as to the availability of the Valet Parking Services at all times. The availability or frequency of the Valet Parking Services depends on a range of factors such as the availability of the authorised personnel, the mall timings, the traffic, available parking spaces, etc.

4. Liability

4.1. Although We warrant that we will endeavour to provide the Valet Parking Services with due care and skill, We make no other express warranties in relation to the Valet Parking Services We provide. All other warranties, representations and conditions relating to the services (whether express or implied and whether arising in contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded.

4.2. We will not be liable to you for damage to the Vehicle for any service performed in respect of;

- pre-existing damage whatsoever including;
- windscreen adhered accessories (E-tags, sat-navigation aids, mirrors etc.);
- valuables left in Vehicle;
- cracked or chipped windows including tints;
- oxidised, chipped, blistered or flakes paintwork
- modified or altered Vehicles including wheels or poorly fitted aftermarket accessories including but not limited to number plate frames;
- automatic door locks, kill switches or alarms;
- cracked or faulty bonnet, windshield, headlight protectors, loose mudflaps, side skirts or bumpers;
- antennas and roof racks;
- faulty ignition, batteries, alarm keys or mechanical faults;
- vehicle graphics.

4.3. We will only be liable to you under these Terms if loss or damage is proven to be caused by the negligence, willful act, default or breach of statutory duty by Us, our employees, servants or agents. However, under no circumstances are We liable to You for any lost profits, lost opportunity, loss of reputation or any indirect or consequential loss. In addition, we will not be liable to you for any part of any cost, expense, loss or damage suffered by you which is caused by your acts or omissions or the acts or omissions of other users of the Valet Car Park or otherwise in excess of what an ordinary person in a like situation would suffer, or which is caused by circumstances unique to your situation.

4.4. The Customer is liable for any destruction, loss or damage caused by the Customer's Vehicle to other persons or property, including Our property.

4.5. To the fullest extent permitted by law, we shall not be liable whether in negligence or any other tort or in contract or on any other basis whatsoever for and the Customer hereby releases Oman Avenues Mall/Lulu Muscat Hypermarket LLC from any loss or destruction of, or diminution of value or damage to, the Vehicle or any articles or personal belongings inside the Vehicle;

4.6. While We shall take all reasonable care to keep the Valet Car Park Area safe, the Customer acknowledges that We cannot guarantee the security of the Vehicle while at the Valet Car Park Area in excess to the existing level of security provided by the Oman Avenues Mall.

4.7 We accept no liability for any loss or damage to any article or personal belongings left in our custody or control. We and Our employees are not authorised to accept any personal belongings for safe custody, except the keys to the Vehicle.

4.8. We shall have no liability to the Customer if we are prevented from, or delayed in performing, the Valet Parking Services by acts, events, omissions or accidents beyond Our reasonable control, including labour disputes (whether involving the workforce of Oman Avenues Mall or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, etc.

5. Warranty and Indemnity

5.1. The Customer warrants that the Customer is either the owner of the Vehicle, or authorised by the owner of the Vehicle as agent of the owner, to use the Valet Parking Services.

5.2. If the Customer uses the Valet Parking Services as an agent of the owner of the Vehicle, by agreeing to these Valet Conditions, the Customer accepts that these Valet Conditions apply to the Customer as well as to the owner of the Vehicle.

5.3. The Customer warrants that the Vehicle is duly registered with all the relevant authorities.

5.4. Without limiting the generality of above clauses, the Customer warrants and agrees that the Customer and the Vehicle owner (if the Customer is not the owner) releases and indemnifies Us, representatives, employees, directors, and officers of Lulu Muscat Hypermarket LLC & Oman Avenues Mall against all and any actions, suits, proceedings, demands, liabilities, claims, damages, losses, charges, costs and expenses arising out of or in any way connected with the provision of the Valet Parking Services in respect of the Vehicle whether arising under any law of Oman or otherwise.

6. Authority in Respect of the Vehicle

6.1. The Customer authorises Us to perform any act that we deem to be necessary for it to supply the Valet Parking Services, including the following:

- Entering the Vehicle.
- Driving the Vehicle within the Valet Car Park Area or to any location outside the Valet Car Park Area to enable Us to supply the Valet Parking Services. The Vehicle may be shifted between locations in the Valet Car Park Area during the time the Valet Parking Services are performed.
- Adjusting the driver seat position/mirror position for any purpose that is deemed necessary to transport the Vehicle safely.
- To 'jump-start' or use any other method and/or do all other things reasonably necessary to start, move or relocate the Vehicle for any purpose. Notwithstanding this clause, the Customer acknowledges that if the Vehicle is inoperative and remains in an inoperative state at the time of return, we are not responsible to re- start the Vehicle.
- Any other act that We may deem proper at Our discretion in pursuance of the Valet Parking Services.

7. Authority to Release Vehicle

7.1. The Customer authorises us to grant access to the Vehicle or release the Vehicle to any person who produces satisfactory verification that the person is the owner or has authority or is entitled to possession of the Vehicle.

7.2. The Customer releases and agrees not to hold us liable for providing access to or delivering the Vehicle to any person in accordance with clause 7.1.

8. Abandonment

8.1. The Customer agrees that We shall not be obliged to release the Vehicle until the verification as provided in the above clause is done to Our satisfaction

8.2 If the Vehicle has not been collected by the closing hours of Oman Avenues Mall then We may, after making reasonable attempts to contact the Customer, either handover the Vehicle to the police or otherwise store the Vehicle at another

location decided by Us. In the latter case, We shall have the right to impose a fine on the Customer and will also be entitled to charge a storage and handling fees of Rial Omani 50 per day.

9. Governing Law and Invalidity

9.1. These Valet Conditions shall be governed by and construed in accordance with the laws of Oman. The Customer agrees to submit to the exclusive jurisdiction of the court of Muscat

9.2. If any provision of these Valet Conditions shall be declared unlawful, void, or for any reason unenforceable by a competent court of law, then that provision shall be deemed severed from these Valet Conditions and shall not affect the validity and enforceable of the remaining provisions.

10. Personal Information

10.1. When the Customer provides personal information to Us in connection with the Valet Parking Services, the Customer is deemed to have consented to the collection, storage, disclosure and use of such personal information by us in the manner described in these Valet Conditions.

10.2. The collection, storage, disclosure and use of personal information is subject to applicable laws.

11. Security Cameras

11.1. Monitored Security cameras are placed throughout the Valet Parking Areas, and are used for the security of the premises and staff, they are not used for monitoring Vehicles.

Oman Avenues Mall/Lulu Muscat Hypermarket LLC reserves the sole right to amend, update or withdraw these Valet Conditions in part or full at anytime at its own sole discretion and without notice.

Updated: 19 June 2022