

## TERMS & CONDITIONS

("Terms & Conditions" or "Agreement") are a contract between you ("User", "you" or "your" or "customer") and us ("Hippo Parking Car Wash Company" or "Hippo" or "we"). Please read these Terms & Conditions carefully before availing our services.

### PRICING:

- All prices are listed on our service menu /pamphlet and can be provided upon request.
- We reserve the right to change pricing without prior notice.

### PAYMENT:

- All payments to be made prior to the start of any package or service.
- Payments will be accepted only through bank transfer / POS.
- Please note that specific additional charges may apply to the third party payment processor and to which you agree.

### CANCELLATION & REFUND:

- Cancellation and refund requests of any plan / package is not allowed. In exceptional cases Hippo reserves right to consider such requests if only less than 50% of the service period has been utilized.
- Refund if any, will incur a processing fee of 25% of the service cost of the unused period or AED 50, whichever is greater and will be processed back in to your bank account.
- We reserve the right to take full payment if a booking is cancelled on the day without prior agreement.
- We reserve the right to alter or amend a booking time/date in consultation with the customer.
- Failure to be present at the time and location of the ordered service will result in the full value of the service being charged.

### TERMS AND CONDITIONS CONTINUED:

- You must disclose to us all defects, damage or weakness or any special considerations in your vehicle, known or suspected by you, which may be affected by the services prior to our commencing with the cleaning process.
- Child seats and booster seats must be removed from position prior to commencement of our cleaning services. These shall be refitted by you after completion of our service. In the event that these seats are not removed, we will not be in a position to clean this area. We accept no liability due to such omission on the part of the customer.
- You shall inspect your vehicle within 24 hours from the provision of the services, and complaints, if any, should be raised during this time frame. No complaints / claims shall be entertained after this time period. It will be at the discretion of Hippo to take appropriate decision on complaints raised, if any.
- Please ensure that you have a spare set of keys for the vehicle and we shall not be liable for loss or damage caused to you or the vehicle by our losing the keys or locking them in the vehicle.
- Hippo at its sole discretion can elect not to provide specific services as per the services menu / pamphlet to you without any justification, in such cases any payments made towards such services will be refunded in full.

### PRIVACY:

- Any payment or booking information provided to us, will only be used by us and will not be distributed or given to any other external parties.

### LIMITATION OF LIABILITY:

- We will perform the services selected by you with all reasonable skill and care.
- Whilst we shall take all reasonable steps to ensure that its employees shall take reasonable care of the vehicle whilst in its custody (including without limitation where the vehicle is washed and cleaned), the company shall not be liable for:
  - Damage to, loss of the vehicle or any part of it, or any of its accessories or any of its content and/or
  - Damage to any other property, arising from, or in connection with the company's custody of the vehicle
  - Where such liability is proved to arise, and only to the extent it is proven to arise, as a result of gross negligence, a criminal act or breach of statutory duty on the part of the company or its servants or agents.
- Customers are requested to remove all their valuables from the car prior to permitting for interior car clean.

HIPPO Parking Car Washing

License no. 1000009

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- The employees of the company have no authority to accept any valuables or other articles for safe custody and we will not be liable for any loss of or damage whatsoever.
- We will ensure at all times utmost care with the customer's cars, however will not be responsible for any incidental damage that may occur while your vehicle is in the car wash, including but not limited to any damage related to pre-existing conditions (tears, scratches, dents, stains, odors, etc. or any special coatings), damage to automated windshield wiper systems, wiper blades, rear window wipers, loose interior trim or exterior moldings, exterior mirrors, trailer hitch caps, roof racks, power antennas, insignias, aftermarket accessories (bug shields, sun visors), magnetic signage, running boards, hood ornaments, or alloy, chrome or mag wheels, headlights, rear lamps, or reflectors, or others as the case maybe.
- We shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages of any kind including personal injuries or property damages in connection with or otherwise resulting from the use of our services.
- In no event shall the company's aggregate liability exceed the amounts actually paid by and/or due from you in the six (6) month period immediately preceding the event giving rise to such claim

#### **GOVERNING LAW:**

- This Agreement is governed by the laws of Dubai and the laws of the United Arab Emirates as applied in Dubai.

#### **DISPUTE RESOLUTION:**

- Any dispute, claim or controversy arising out of or in connection with this Agreement, including a dispute, claim or controversy arising in relation to its interpretation or relating to any non-contractual obligations arising out of or in connection with this agreement (a "Dispute") shall be settled amicably between the parties following the receipt by either party of written notice of the Dispute from the other party. In the event that a Dispute cannot be settled amicably within a period of 60 days from the date on which the relevant party notifies the other in writing that a Dispute has arisen, the parties agree that such Dispute shall be referred to and finally settled by arbitration under the DIFC-LCIA Arbitration Rules (the "Rules"), which Rules are deemed to be incorporated by reference into this Agreement. The seat, or legal place, of arbitration shall be the DIFC.
- The number of arbitrators shall be three. Each party will nominate one arbitrator for appointment by the LCIA Court. The third arbitrator, who shall act as chairman, shall jointly be nominated by the other arbitrators so nominated and appointed by the LCIA Court.
- The language to be used in the arbitration shall be English.
- The award made by the arbitrator shall be final and binding on the parties and may be enforced in any court of competent jurisdiction. To the extent permissible by law, the parties hereby waive any right to appeal against the decision of the arbitrator.
- This "Dispute Resolution" section will survive any termination of this Agreement.
- The above terms & conditions are subject to revision without prior notice

#### **TERMS USED:**

- Exterior Body Wash – Waterless car wash using bio degradable, environmental friendly products leaving your car exterior sparkling clean.
- Interior car cleaning along with disinfection – includes interior vacuuming, dusting & cleaning of upholstery, carpets, panels, dashboards and windows. Disinfection will be done using high quality eco-friendly, bio-degradable disinfectant solution removing 99.9% of germs and harmful organisms.
- For heavily soiled interiors due to excessive pet fur, vomit, faeces, deep stains we offer deep cleaning service at an additional cost of AED 100 over and above the chosen package charges
- Wheel stain removal & tyre polish – removes tough dirt, brake dust, mud, grime and rust stains from the rim and leaves your wheels sparkling clean and shining.
- By agreeing to this terms and conditions you acknowledge that Hippo's authorized staffs may take or capture photos, videos, images of your vehicle while at work. You accept and authorize Hippo to use such digital materials for Hippo's promotional activities and hereby waive any right to compensation or claim in connection with such material.

#### **CONTACTING HIPPO:**

If you have any questions about these terms of use, you may contact us at [pamper@myhippo.ae](mailto:pamper@myhippo.ae) or [0506988676](tel:0506988676) within 24 hours of accepting our service, after which it would be considered that that these terms are unequivocally accepted.

#### **HIPPO Parking Car Washing**

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