



## 1. TERMS AND CONDITIONS

1.1 APS Valet Services cc trading as APS and its employees, servants, representatives and/or agents (hereinafter jointly referred to as APS) shall not be held liable to any person(s) including, but not limited to, the owner, possessor or driver of any vehicle using the parking facilities and services of APS (hereinafter jointly referred to as “the parker”) in contract or in delict, for damages of whatsoever nature and howsoever arising in respect of any negligent act or omission by APS.

1.2 Without limiting the generality of the foregoing APS will not be liable to the parker for any injuries sustained or suffered by the parker or for damage to or destruction of any vehicle left or deposited with APS or of any item left in such vehicle.

1.3 The terms hereof shall apply mutatis mutandis, to any entity other than APS with whom APS leaves or deposits such vehicle upon instructions of the parker and/or to APS and such entity whilst the vehicle is in transit between them.

1.4 For the sake of clarity, any vehicle deposited with APS by the parker, is so deposited entirely at the sole risk of the parker.

## 2. INDEMNITY

The parker hereby indemnifies APS, against any claims from any person whatsoever which such person may acquire against APS by reason of the use of the services and/or facilities of APS and/or arising from any of the causes of action referred to in paragraph 1 above. In addition the parker indemnifies APS against any claim by any third party arising from damages sustained or suffered by such third party by virtue of the death of the parker.

## 3. WARRANTY

3.1 The parker and the person signing this agreement on behalf of the parker, warrant that the signatory is duly authorised by the parker to sign this agreement;

3.2 The parker warrants that the parker’s vehicle is comprehensively insured against the loss, damage and/or destruction of such vehicle for the full amount of any such loss, damage and/or destruction.

#### **4. LIEN AND ABANDONED VEHICLES**

4.1 APS shall have a lien over the parker's vehicle until all amounts due to APS have been paid in full;

4.2 APS may decide in its sole discretion, that any vehicle has been abandoned by the parker. In such an event APS shall be entitled to move such vehicle to any place or person chosen by APS and the terms and conditions contained herein, shall mutatis mutandis apply.

#### **5. VEHICLE CONTENTS**

APS accepts no responsibility whatsoever for any articles of whatsoever nature left in the vehicle by the parker.

#### **6. NO WAIVER**

No indulgence granted by APS to the parker, shall constitute a waiver by APS of any of its rights.

#### **7. PARK POINTS (PP)**

7.1 Only clients that pay premier APS Valet Parking rates qualify for Park Points.

7.2 Park Points that are accumulated may be utilized throughout that same year.

7.3 Park Points are only available to the individual that has accumulated them.

7.4 Park Points are not redeemable for any form of cash value.

7.5 Your Park Points status is always available upon your request by email [info@airportparkingservice.co.za](mailto:info@airportparkingservice.co.za)

7.6 Park Points expire annually thus they are not transferable or carry over to a new year.

7.7 No more than 3 park points can be used for a single reservation.

7.8 Park Points may be used for specific reservations with prior arrangements. Park Points will not be deducted off monthly invoices.

## **8. APS VOUCHERS**

8.1 All vouchers are valid for 3 months as from the day the client receives it.

8.2 Individuals are only able to use 1 voucher at a time.

8.3 Vouchers are only valid once and therefore no individual is allowed to make repeated use of multiple vouchers.

8.4 Vouchers are purely for promotional purposes.

8.5 Vouchers may not be exchanged for money.

8.6 A single voucher allows for 2 free calendar days parking. If the storage duration is exceeded the client will have to settle the outstanding amount prior to or upon arrival.

## **9. ACCEPTANCE**

By making use of APS Valet Services (APS) the parker accepts all the terms and conditions contained herein on his/her own behalf and on behalf of all persons or entities constituting "the parker" as set out in paragraph 1 above.