



APS and its employees, servants, representatives and/or agents shall not be held liable to any person (s) using the APS Facilities including without elimination the owner of any vehicle using such facilities ('Parker'), in contact or in delict, for damages (including, without limitation, direct, indirect extrinsic, special, general or consequential damages) ('damages') howsoever arising in respect of any negligent act or omission by APS or of any entity referred to in clause 1.2.2 (including such entity's employees, servants, representatives and/or agents). In particular, and without limiting the generality of the foregoing. APS will not be liable to the parker for: damages sustained or suffered by the parker by virtue of any injurious by the parker and damages sustained or suffered by the parker by virtue of loss of: damages to or destruction of any vehicle: left or deposited with APS and/or any item (s) in the vehicle left or deposited with APS and or left or deposited by APS, on the instruction of the parker, with any entity (including without limitations) any association, business company, concern enterprise, firm, partnership, person, trust, closed corporation, undertaking, voluntary association or other similar entity whether corporate or unincorporated) other than APS : or in transit to or from any such entity the vehicles are accordingly deposited with APS solely at the parkers risk. All long term clients will be invoiced on a monthly basis, these invoices are to be settled in advance (within the first 5 working) days of that month.

The parker indemnifies APS against:

All or any claims from any person other than the parker (a third party) which a third party may have or acquire against APS arising from any of the clauses of action referred to in paragraph 1 above and, in addition, against all or any claims from a third party arising from damages sustained or suffered by a third party by virtue of the death of the parker : and all damages sustained or suffered by APS arising from any damage to the premises caused by the parker. The parker warrants that their motor vehicle is comprehensively insured against loss of, damage to and / or destruction of the motor vehicle for the full amount of any such loss, damage and / or destruction. APS shall have a lien over any vehicle deposited with APS until all amounts due to APS have been paid in full. APS has no authority to accept any article for safe custody. If APS decides in its sole discretion, that any vehicle has been abandoned, it shall be entitled to move that vehicle to any place or person chosen by APS in which case the provisions of clause 1 and 2 shall apply mutatis mutandis . No indulgence granted by APS to the parker shall constitute a waiver of any of APS's rights.

The parkers signature on the reservation document constitutes acceptance by him or her of all the terms or conditions contained herein.