

1. TERMS AND CONDITIONS

1.1 APS VALET SERVICES cc Valet Services cc trading as APS and its employees, servants, representatives and/or agents (hereinafter jointly referred to as APS VALET SERVICES cc) 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 parking”) in contract or in delict, for damages of whatsoever nature and howsoever arising in respect of any negligent act or omission by APS VALET SERVICES cc.

1.2 Without limiting the generality of the foregoing APS VALET SERVICES cc 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 VALET SERVICES cc or of any item left in such vehicle.

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

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

1.5 All clients that park their vehicle with APS VALET SERVICES cc Valet Services cc acknowledge that they do have a set of spare keys available if in the unfortunate event that a key/s are misplaced.

1.6 No vehicle will be washed/cleaned without 24 hour notification prior to flight arrive times/dates change. If in the event of a last minute vehicle request APS Valet Services cc will do all it can to ensure the vehicle is ready for collection, this is subject to staff availability at the time and unfortunately the vehicle will not be washed.

1.7 Clients are to ONLY contact 0861 FLYAPS (359277) or alternatively email us on info@flyaps.co.za for any changes with regards to flight times or dates.

2. INDEMNITY

The parker hereby indemnifies APS VALET SERVICES cc, against any claims from any person whatsoever which such person may acquire against APS VALET SERVICES cc by reason of the use of the services and/or facilities of APS VALET SERVICES cc and/or arising from any of the causes of action referred to in paragraph 1 above. In addition the parker indemnifies APS VALET SERVICES cc 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 parking 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 VALET SERVICES cc shall have a lien over the parking vehicle until all amounts due to APS VALET SERVICES cc have been paid in full;

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

5. VEHICLE CONTENTS

APS VALET SERVICES cc 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 VALET SERVICES cc to the parker, shall constitute a waiver by APS VALET SERVICES cc of any of its rights.

7. PARK POINTS

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

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

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

7.4 Your Park Points status is always available upon your request by email info@flyaps.co.za

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

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

7.7 Park Points only apply to account holders and individuals that make reservations on directly on the www.flyaps.co.za website. No Park Points will be earned when making a reservation by means of a secondary online party (online agencies). No Park Points are earned when entering a discount code or requesting a long term rate. The online booking system's allocated points is to be ignored as this is not applicable due to the fact that the client has already received a discounted rate.

8. APS VALET SERVICES CC VOUCHERS AND DISCOUNT CODES

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

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

8.3 Vouchers are purely for promotional purposes.

8.4 Vouchers may not be exchanged for money.

8.5 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. LONG TERM VEHICLE STORAGE – MONTH TO MONTH BASIS

9.1 All clients that have vehicles parked with APS Valet Services cc on a month to month basis hereby acknowledge that he/she is in possession of spare keys (to access and start the vehicle) to utilize in the unfortunate event that your current key goes missing. Please note although APS Valet Services cc does have “key insurance “ this will only cover the replacement key, no locks or computer boards in/on the vehicle will be changed or replaced.

9.2 All clients that have vehicles parked with APS Valet Services cc on a month to month basis hereby acknowledge that he/she is in possession of spare keys (to access and start the vehicle) to utilize in the unfortunate event that your current key goes missing. Please note although APS Valet Services cc does have “key insurance “ this will only cover the replacement key, no locks or computer boards in/on the vehicle will be changed or replaced.

10. ACCEPTANCE

By making use of APS VALET SERVICES cc (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.