

Part A - Service Details

Capitalised Terms used in these Service Details shall have the meaning ascribed to such terms in these Services Details and Part B - Terms and Conditions

1 Agreement Details	
1.1 Commencement Date of the Agreement	The signature of this Agreement by the last party in time to do so. ("the Commencement Date")
1.2 Term of the Agreement	1 (one) year, subject to clause of the Term and Conditions. ("the Initial Term")
1.3 Assumptions on which the Term has been based	1.3.1 The individual client signs an initial 12 (Twelve) month agreement
2 Description of the Services which will be provided by the Service Provider	
2.1 Introduction	2.1.1 The Service Provider is a close corporation offering transport solutions to its clients and ancillary services.
	2.1.2 The Service Provider shall during the term of this Agreement provide services as defined in this paragraph 2 ("the Services").
2.2 Minimum number of kilometers per trip	2.2.1 Refer to the Rate Card.
2.3 Transportation of Client	2.3.1 The Client will be transported to his / her destination in his/her own vehicle
2.4 Location	2.4.1 The Services shall be provided in the following locations:
	2.4.1.1 Johannesburg;
	2.4.1.2 Pretoria.
	2.4.1.3 Cape Town
2.5 Call center	2.5.1 The Service Provider shall establish a centralized call centre to handle, <i>inter alia</i> , bookings and Client queries.
	2.5.2 The call center number shall be 0860 762387
	2.5.3 The call center shall be operated during the following hours:
	2.5.3.1 Mondays – Thursdays: 17h00 – 01h00, with the first Client pick up at 18h00;
	2.5.3.2 Fridays: 15h00 – 03h00, with the first Client pick up at 16h00;
	2.5.3.3 Saturdays: 16h00 – 02h00, with the first Client pick up at 17h00.
2.5.3.4 Sundays: 16h00 – 24h00 with the first Client pick up at 17h00	
3 Financial Provisions	
3.1 Fee	Refer to the Rate Card
3.2 Sign up fee	A once off administration fee of R100.00 will be added to the first month of membership.

Part B – Standard Terms and Conditions

- 1 **Definitions.** In this Agreement the terms defined in the Service Details shall have the meanings ascribed thereto in the Service Details. In addition the following expressions and words have the meanings assigned to them and derivative expressions and words will have a corresponding meaning:-
- 1.1 **“Agreement”** means the Service Details, these terms and conditions and all annexes, schedules or other attachments referred to in the Service Details and these terms and conditions;
- 1.2 **“Corporate Bookings”** means a booking made by the Client for its corporate events, where the Service Provider is hired to transport the Client’s corporate event attendees in the Service Provider’s own vehicles.
- 1.3 **“Rate Card”** means the rate card set out in Schedule 1;
- 1.4 **“Service Details”** means the document entitled “Part A – Service Details” to which these terms and conditions are attached.
- 2 **Appointment.** Client hereby appoints the Service Provider, who hereby accepts such appointment, to provide the Services on the terms and subject to the conditions of this Agreement.
- 3 **Term.**
- 3.1 This Agreement will commence on the Commencement Date and shall, subject to clause 3.3 below continue in force during the Initial Term. Either party may terminate the Agreement on no less than 1 (one) calendar month’s written notice to the other Party prior to the expiry of the Initial Term. In the absence of the cancellation contemplated herein, the provisions of clause shall apply.
- 3.2 Upon expiration of the initial period the contract will roll over onto a month to month contract. The client will need to give the service provider 1 (one) calendar months notice in order to terminate the agreement.
- 3.3 The Term has been determined based on the Term Assumptions.
- 4 **Services.**
- 4.1 The Service Provider shall provide the Services to Client on the basis set out in the Service Details. In order to enable the Service Provider to provide the Services, Client shall:
- 4.1.1 provide the Service Provider and its staff with access to the Premises, to the extent required;
- 4.1.2 provide all such other assistance and support as may be contemplated in this Agreement.
- 4.2 Should the Client require any services outside of the scope of the Services, the parties shall agree the terms and conditions which apply (including the fees and charges payable in respect thereof) on a case by case basis.
- 4.3 Save as provided for otherwise in this Agreement, any changes to the Services shall be agreed in writing between the parties (together with any changes to the terms and conditions and pricing) and shall only be binding following signature of a written amendment by both parties.
- 5 **Consideration.**
- 5.1 As consideration for the performance of Services in terms of this Agreement, Client shall pay the Service Provider the Fees (together with any other fees and other charges specified in the Service Details) on the terms and conditions set out in this Agreement.
- 5.2 All fees and other charges set out in this Agreement are exclusive of value added tax or similar tax, which shall be added to all invoices at the applicable current rate. All payments in terms of this Agreement shall be made in South African Rands to the Service Provider, free from any deductions or set-off to the Service Provider’s designated bank account.
- 5.3 Where payment of any amount due is not made on due date, the Service Provider may charge interest on the outstanding amount at the prime overdraft rate (percent, per annum) charged by the Service Provider’ corporate bankers from time to time, as evidenced by any manager of such bank, whose authority it shall not be necessary to prove. Such interest shall be calculated from the due date of payment to the date of actual payment, both days inclusive, calculated on the daily amount outstanding and compounded monthly in arrears.
- 5.4 On receipt of the client’s banking details upon sign up through the website, the service provider may collect monies on a monthly basis through a debit order.
- 5.4.1 If the service provider attempts to collect the monies from the client, and the collection is rejected for any reason the client will be liable for an amount of R75.00 in respect of an admin charge to re-collect the money.
- 5.4.2 If a client fails to comply with the debit order facility the outstanding debt can be handed over for collection, through an agency of the service provider’s choice.
- 5.5 We may from time to time change the fees payable to us for the services provided by notifying you telephonically or in writing prior to such change. Whilst we will Endeavour to notify you at least one month in advance of such change, we cannot guarantee that we will do so.
- 5.5.1 By accepting this agreement you also accept that during the initial 12 month period, depending when you joined, you may be subject to the same increase.
- 5.6 We may alter the payment instruction under which you pay your fees to us if the amounts payable by you to us should change for any reason. We may also change and recover from you under that same instruction any other amounts owing by you under the agreement.
- 6 **Intellectual Property.** The Client acknowledges that any and all copyright, trademarks and other intellectual property rights shall remain the property of the Service Provider.
- 7 **Confidential information**
- 7.1 Each Party (“*the Receiving Party*”) must treat and hold as confidential all information, which they may receive from the other Party (“*the Disclosing Party*”) or which becomes known to them concerning the Disclosing Party during the currency of this Agreement.
- 7.2 The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its confidential information subject to the right to make the confidential information available to their Personnel involved in the provision of the Services or professional advisors, it will not at any time, whether during this Agreement or thereafter, either use any confidential information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third Parties;
- 7.3 The a foregoing obligations shall not apply to any information which is lawfully in the public domain at the time of disclosure; subsequently and lawfully becomes part of the public domain by publication or otherwise; subsequently becomes available to the Receiving Party from a source other than the Disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 8 **Indemnity and liability provisions**
- 8.1 Subject to clauses 8.2 and 8.3 below each Party (“*the Indemnifying Party*”) hereby indemnifies the other Party (“*the Indemnified Party*”) against direct damages, costs or losses incurred by the Indemnified Party arising out of any claim by any third party for, or in respect of, injury, death or illness affecting such third party, or any loss or damage to property of such third party caused by the negligence or willful conduct of the Indemnifying Party or its personnel (acting within the course and scope of its employment or appointment with the Indemnifying Party).
- 8.2 The Service Provider’s total liability for any and all claims (whether in contract or delict) arising out of this Agreement or the provision of the Services shall be limited to RNil.
- 8.3 The Service Provider shall not be liable to the Client or any cessionary or third party claiming through or on behalf of the Client for any indirect, special or consequential damages (including loss of profits) arising out of or related to this Agreement or the Services.
- 8.4 The Client warrants that it has adequate insurance cover in place in respect of the Client’s vehicle and the uses thereof by third party drivers so as to include the Service Provider’s drivers.

<p>9 <u>Force Majeure.</u></p> <p>9.1 The Service Provider shall not be liable for any failure to fulfil its obligations under this Agreement if and to the extent such failure is caused by any circumstances beyond its reasonable control, including but not limited to flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or acts of God.</p> <p>9.2 Should the Service Provider be unable to fulfil its obligations under this Agreement for a period in excess of 30 (thirty) minutes of the collection time due to circumstances beyond its control, as contemplated in clause 9.1, the Client may, in its sole discretion, cancel the trip in question.</p> <p>9.3 The service provider has a maximum lead time of 1 (one) hour to get to the client on all ad hoc bookings.</p>	<p>16.2 This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.</p> <p>16.3 No amendment or modification to this Agreement shall be effective unless in writing and signed by authorised signatories of the parties.</p> <p>16.4 No granting of time or forbearance shall be or be deemed to be a waiver of any term or condition of this Agreement and no waiver of any breach shall operate a waiver of any continuing or subsequent breach.</p> <p>16.5 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.</p>
<p>10 <u>Breach and termination.</u></p> <p>10.1 Should either party commit a material breach of this Agreement, and fail to remedy such breach within 30 (thirty) days of having been called upon in writing by the other to do so; then the innocent party may, in its discretion, terminate this Agreement on written notice to the defaulting party, in which event such termination shall be without prejudice to any claims which the innocent party may have for damages against the defaulting party occasioned by the termination of this Agreement in terms of this clause.</p> <p>10.2 Should either Party be provisionally or finally liquidated or be placed in judicial management, whether provisionally or final; the other Party may, terminate this Agreement on written notice to such Party.</p>	<p>16.6 References to persons shall include companies, corporations and partnerships; any party shall, where relevant, be deemed to be references to, or to include, as appropriate, their respective successors or permitted assigns; the singular shall include the plural and vice versa; any one gender shall include a reference to all other genders.</p> <p>16.7 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.</p> <p>16.8 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply.</p>
<p>11 <u>Disputes.</u> Any dispute which arises between the parties and which cannot be resolved between them shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.</p>	<p>17 <u>Cancellation</u></p>
<p>12 <u>Notices and Domicilium.</u></p> <p>12.1 The parties select as their respective <i>domicilia citandi et executandi</i> the physical addresses, and for the purposes of giving or sending any notice provided for or required hereunder, the physical addresses, postal addresses and fax numbers detailed in Service Details or such other address or telefax number as may be substituted by notice given as herein required.</p> <p>12.2 Any notice addressed to a party at its physical or postal address shall be sent by prepaid registered post, or delivered by hand, or sent by telefax.</p>	<p>17.1 If a client would like to terminate the agreement with the service provider they will have the following cancellation options available to them.</p> <p>17.1.1 Cancel with immediate effect - on this option there is a cancellation fee payable of 50% of the remaining membership fees payable on the contract. As soon as this is paid the contract will be terminated.</p> <p>17.1.2 Cancel at end of the period - you can cancel the contract now and then at the end of the period the contract will not renew for a further period. You are liable to pay for the monthly fee until the end of the period and you are still able to use the service.</p>
<p>13 <u>No Assignment.</u> Neither party shall be entitled to cede, assign, delegate or otherwise transfer the benefit or burden of all or any part of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.</p>	<p>17.1.3 Transfer the membership to a friend. There are no costs involved with this option.</p> <p>17.1.4 Freeze account until later stage at a cost of R72.00 per month. The membership cannot be used during this stage and will need to be upgraded to a normal package when you want to re-activate it.</p>
<p>14 <u>Subcontracting.</u> The Service Provider shall be entitled to sub-contract its obligations under this Agreement provided that the Service Provider shall remain liable to Client for the performance of the Services.</p> <p>15 <u>Non-solicitation.</u> The parties agree that neither party shall, without the prior written consent of the other, either during, or within 12 (twelve) months of the termination of this Agreement, engage, employ or otherwise solicit for employment whether directly or indirectly, any person who during the currency of this Agreement was a member of the staff of the other party involved in the acquisition or provision of Services in terms hereof. To the extent that either party breaches this provision ("the Defaulting Party"), such party shall pay the innocent party a recruitment fee equal to 12 (twelve) times the gross monthly remuneration or consideration (in the event of contractors) paid by the innocent party to the person concerned. Such amount shall be payable within 30 (thirty) days of commencement of such person's appointment with the Defaulting Party.</p>	
<p>16 <u>General</u></p> <p>16.1 This Agreement constitutes the entire agreement between the parties in respect of the subject matter hereof and replaces all prior agreements or arrangements between the parties in regard to the subject matter of this Agreement.</p>	

SCHEDULE 1

RATE CARD

Individual Packages

The Mover

- A monthly subscription of R72.00
- Consumers will be charged @ R8.85 per kilometer.
- This package does not entitle consumer to any free kilometers
- There is a minimum call out fee of 15 kilometers per trip

Trippler 20:

- This package offers consumers 20 free kilometers per month @ a monthly subscription of R212.00 per month
- There is a minimum call out fee of 5 kilometers per trip
- Consumers to be charged @ R10.60 per kilometer

Traveler 40:

- This package offers consumers 40 free kilometers per month @ a monthly subscription of R310.00 per month
- There is a minimum call out fee of 15 kilometers per trip
- Consumers will be charged @ R7.75 per kilometer

Roadie 70:

- This package offers consumers 70 free kilometers per month @ a monthly subscription of R510.00 per month
- Consumers will be charged @ R7.28 per kilometer
- There is a minimum call out fee of 15 kilometers per trip

The Long Hauler:

- This package is for the heavy user & offers consumers 99 free kilometers per month @ a monthly subscription of R580.00 per month
- Consumers will be charged @ R5.85 per kilometer
- Minimum call out fee of 15 kilometer per trip

Additional Terms:

- Monthly subscription to continue on a month to month basis until new contracted is signed
- Household family members with drivers licenses are welcome to sign up on the Traveler, Roadie and Long Hauler packages at an additional R42.00 per person per month
- Customers on the Individual Packages who pay a yearly subscription fee shall be entitled to 1 one month free subscription. Clients on who pay annual subscription on the Individual Packages will effectively pay for only 11 months of the year, with the 12th being free.
- An additional 10% will be levied on the rate per kilometer should the fuel prices escalate by more than 40%, calculated from the Commencement Date;
- Surcharge of R100.00 will be charged on call outs that are booked for collection after 01h00 - Mondays – Thursdays.
- Hours will be lengthened on Fridays & this surcharge will apply on Fridays after 03h00
- Hours will be lengthened on Saturdays & this surcharge will apply on Saturdays after 02h00
- On arrival of the pick-up driver, the Client shall be notified of this and the exact location of the driver by the Call Center, where after the Client shall be given a grace of 15 minutes to exit the venue and make his way to the driver. Failure to do so within the designated 15 minutes will result in a cancellation and the Client shall be liable for the full fare as if taken by the driver to his ultimate destination. Client must promptly notify the Call Center of any changes and/or delays once the driver has arrived at the pick-up point.
- We may from time to time change the fees payable to us for the services provided by notifying you telephonically or in writing prior to such change.
- Cancellation fee to be charged on all ad hoc & pre booked bookings as follows:
 - Cancellation made 2 hours prior the scheduled pick up: RNil;
 - Cancellation made between 1 hour – 1h59 minutes prior to the scheduled pick up: 10% of the minimum fee relative to the package;
 - Cancellation made in less than 59 minutes prior to the scheduled pick up: 50% of the minimum fee relative to the package.
 - Cancellation made in less than 30 minutes prior to the scheduled pick up: 100% of the minimum fee relative to the package.