

1 DEFINITIONS

1.1 "the Service " means the chauffeur service rendered by Ride Along Chauffeurs and Charters to the Member in terms of this Agreement.

1.2 "Service Call Out" means the action by which the Member calls the Call Centre at the National Customer Service Number of +27 67 098 8923 and requests the Service from the Collection Point to the Drop off Point.

1.3 "Pre-Booking" means a Service Call Out made at least three (3) hours prior to the Collection Time requesting a specific Collection Time.

1.4 "Ad Hoc Booking" means a Service Call Out by a Non-Member/Member requesting the next available Driver during Standard Operating Hours. (ASAP)

1.5 "Call Centre Hours" means from 08h00 (am) to 02h00 (am) the following day from a Monday to a Friday, from 14h00 (pm) to 02h00 (am) the following day on a Saturday and from 16h00 (pm) to 02h00 (am) the following day on a Sunday and on public holidays.

1.6 "Standard Operating Hours" means from 17h00 (pm) to 02h00 (am) the following day 7(seven) days a week. (Option 2, but not limited, subject to 48 hour advance booking)

1.7 "Pick-up Point" means the address at which the Non-Member/Member requests to be collected for purposes of using the Service.

1.8 "Pick-up Time" means the time at which the Chauffeur and Chauffeur Support Operator arrives at the Collection Point.

1.9 "Chauffeur/Chauffeur Support Operator" means a person sub-contracted by Ride Along Chauffeurs and Charters as a driver.

1.10 "Drop-Off Point" means the address where the Non-Member/Member requests to be dropped off on completion of the Service.

1.11 "Service Area" means the geographical area within which Ride Along Chauffeurs and Charters provides its service, which may be extended by Ride Along Chauffeurs and Charters from time to time as posted on the Website.

1.12 "Ride Along Chauffeurs and Charters" means Ride Along Chauffeurs and Charters (Pty) Ltd Reg No. K2021 105270 07 and including all other entities in the Ride Along Chauffeurs and Charters group or in whatsoever manner directly or indirectly trading under the Ride Along Chauffeurs and Charters brand.

1.13 "Primary Member" means the person whose details are reflected in the Membership Agreement and who enters into this agreement with Ride Along Chauffeurs and Charters.

1.14 "Additional Member" means an individual, being family/friend of the member and may or may not reside within the same household as the member, whom the member nominates to use the Service in terms of the Agreement.

1.15 “the Website” means the internet website www.ridealongchauffeurs.com utilized by Ride Along Chauffeurs and Charters to communicate all relevant, new and updated information to the Member.

1.16 “Extra kilometers” mean kilometers not covered by the set pricing. (Airport Transfers)

1.17 “Cost Calculations” means the costs in which all the charges and fees in respect of the Service are set out.

1.18 “The Agreement” means this agreement together with the Ride Along Chauffeurs and Charters Non-Member/Membership Packages.

1.19 “Billing Cycle” means the period Pro-rata from 05h00 (am) on the 26th day of a calendar month to 05h00 (am) on the 25th day of the following calendar month; 1.20 “CPA” means the Consumer Protection Act 68 of 2008 and the regulations promulgated there under.

2 SERVICE PROVIDED

2.1 Ride Along Chauffeurs and Charters will provide the Service to the Non-Member/Member during the Standard Operating Hours but not limited to and within the Service Area. (Members afforded preferential services.)

2.2 Should the Non-Member/Member require the Service outside the Standard Operating Hours, the Non-Member/Member must Pre Book during Call Centre Hours, preferably 48 hours prior to the scheduled date of service required. A Surcharge will be applicable as set out in the Ride Along Chauffeurs and Charters Non-Member Booking Criteria and Member Packages accordingly.

2.3 The Non-Member/Member undertakes to provide his full co-operation, despite possible intoxication, in order to facilitate Ride Along Chauffeurs and Charters in providing the Service. The Non-Member/Member acknowledges and agrees that this undertaking is a material term of the Agreement.

2.4 The Service will be provided as follows:

2.4.1 The Non-Member/Member must log a Service Call Out.

2.4.2 Ride Along Chauffeurs and Charters will attend to the Service Call Out.

2.4.3 The Non-Member/Member will only be transported in a motor vehicle provided by him. (Where applicable in terms of service requested.)

2.4.4 The Non-Member/Member is obliged to keep a proper lookout for the Chauffeur at the Pick-up Point, to remain contactable by the Call Centre after logging a Service Call Out and provide access to the Chauffeur to enter the Pick-up Point.

2.4.5 Upon arrival of a Chauffeur at the Pick-up Point he/she shall wait for a period of fifteen (15) minutes in order that the Non-Member/Member may identify him/herself to utilize the Service, upon expiry of the fifteen (15) minutes the Chauffeur will be entitled to depart from the Pick-up Point without the Non-Member/Member and Ride Along Chauffeurs and Charters will be entitled to charge the Non-Member/Member a Service Call Out cancellation fee, as set out in the 2.4.6 Ride Along Chauffeurs and Charters will endeavor to arrive at the Pick- Point within 60 (sixty) minutes of an Ad-Hoc (ASAP) Booking request in the Cape Town Service Areas and within 90 (ninety) minutes in any other Service Area.

2.4.7 No fee will be charged to the Non-Member/Member only, if Ride Along Chauffeurs and Charters fails to arrive at the Pick-up Point within 120 (one hundred & twenty) minutes of an Ad Hoc Booking request in the Cape Town Service Areas and within 180 (one hundred & eighty) minutes in any other Service Area.

2.4.8 In the event of the Non-Member/Member Pre-Booking the Service, no fee will be charged to the Non-Member/Member if Ride Along Chauffeurs and Charters fails to arrive at the Pick-up Point within 45 (forty five) minutes of the specified Collection Time.

2.5 The Non-Member/Member will be charged a Service Call Out cancellation fee as set out in the for any Service Call Outs Membership Packages that are cancelled.

2.6 During New Year's Eve (31 December) the following will apply:

2.6.1 No Ad-Hoc Bookings will be accepted, and the Service must accordingly be pre-Booked.

2.6.2 Pre-Bookings will be taken on a first come first serve basis.

2.6.3 Bookings will close once the available number of bookings, as determined by Ride Along Chauffeurs and Charters Management, has been made or at 17:00 on 31st December, whichever occurs first.

3 ADDITIONAL MEMBERS NOMINATED TO USE THE SERVICE

3.1.1 additional Members will individually be required to accept the standard Ride Along Chauffeurs and Charters terms and conditions of service and to indemnify Ride Along Chauffeurs and Charters, on similar terms as contained in paragraph 7 below, before making use of the Service.

3.1.2 The Member may add Additional Members by way of notice Ride Along Chauffeurs and Charters, either by Additional Membership form or by email.

3.1.3 An Additional membership fee will be charged for each Additional Member, as set out in the Membership Packages.

3.1.4 The Member undertakes to pay all charges incurred by the Additional Member in using the Service, as set out in the Membership Packages.

4 CHARGES AND PAYMENT FOR THE SERVICE

4.1 The Member shall pay to Ride Along Chauffeurs and Charters:

4.1.1 Monthly in advance, the monthly membership fees and the applicable membership package charges and related fees as set out in the Membership Packages via Debit order.

4.1.2 Monthly in arrears the total charges incurred by the Member in respect of the Services rendered exceeding the kilometer allowances in terms of the package indicated and as set out in the Membership Packages.

4.2 Kilometers do not carry over to the following month. The cut-off date for the validity of kilometers within a particular month is at 05:00am on the 26th day of each month.

4.3 All fees and other charges set out in the Agreement are exclusive of value added tax or similar tax, which shall be added to all invoices at the applicable current rate, if applicable.

4.4 All payments in terms of the Agreement shall be made in South African Rand to Ride Along Chauffeurs and Charters, free from any deductions or set-off to Ride Along Chauffeurs and Charters' designated bank account.

4.5 The Member hereby agrees that the service charges, as set out in the Membership Packages, are fair and reasonable.

4.6 Ride Along Chauffeurs and Charters may escalate or amend the membership fees, packages and charges as set out in the Membership Packages from time to time, if Ride Along Chauffeurs and Charters notifies the member of such increase in charges at least 30 days prior to such increase being implemented. In such an event, the Member will be entitled to cancel the Agreement in terms of 6.1 and 6.2 below.

4.7 Any migration from one package to another will be subject to the discretion of Ride Along Chauffeurs and Charters, on written request by the Member which request will not unreasonably be refused.

5 DEBIT ORDER INSTRUCTION

The Member hereby authorizes Ride Along Chauffeurs and Charters to draw against his/her bank account or credit card account, all charges incurred in respect of the Service and the applicable membership package as set out in the Membership Packages. Ride Along Chauffeurs and Charters will endeavor to effect all such withdrawals from the Member's bank account and credit card not sooner than the last working day of each month. All such withdrawals from the Member's bank account or credit card shall be treated as though they had been signed by the Member personally. The Member undertakes to pay any bank charges and processing costs relating to this debit order instruction

6 DURATION OF AGREEMENT

6.1 This agreement will be effective from date of signature hereto and shall continue a month-to-month basis subject to either party's right to cancel the Agreement on one Month's (as defined) notice in writing.(subject to a R250.00 cancellation fee.)

6.2 Should the Member cancel the Agreement within a period of 12 (twelve) Months from date of signature, a Membership cancellation fee as per the Membership Packages will apply. Should such a member wish to re-join Ride Along Chauffeurs and Charters, a joining fee, as per the Membership Package will apply.

6.3 Ride Along Chauffeurs and Charters is entitled, in its sole discretion, to waiver payment of the re-joining fee on good cause shown.

6.4 The Member acknowledges that Ride Along Chauffeurs and Charters is a demand driven business that plans its operational and staff resources with reference to the number of Members at a given time.

7 INDEMNIFICATIONS

7.1 Ride Along Chauffeurs and Charters undertake to endeavor to take reasonable care in providing the Service.

7.2 The Non-Member/Member expressly acknowledges that the Service is inherently risky and accordingly agrees to indemnify Ride Along Chauffeurs and Charters from being held responsible or liable for any material damage to property, directly or indirectly, consequential or otherwise arising from the Service.

7.3 The Non-Member/Member hereby irrevocably indemnifies Ride Along Chauffeurs and Charters, its directors and employees against any claim for material damages to property which may be instituted against any one or more of them by the Member, his estate or successors in title, arising out of or in connection with, any negligent conduct of Ride Along Chauffeurs and Charters, its directors or employees.

7.4 Ride Along Chauffeurs and Charters do not warrant the Service to the Non-Member/Member in case of unforeseen eventualities.

7.5 The Non-Member/Member warrants that the appropriate insurance cover is in place in respect of the Non-Member/Member's motor vehicle and extends to alternate drivers and alternate drivers under the age of 25 driving the Non_Member/Member's motor vehicle, to include any Ride Along Chauffeurs and Charters representative providing the Service.

8 OUTSTANDING CHARGES

8.1 The Non-Member/Member agrees to pay any costs incurred by Ride Along Chauffeurs and Charters for the collection of outstanding money owed to Ride Along Chauffeurs and Charters by the Non-Member/Member.

8.2 Where payment of any amount due is not made on due date,

8.2.1 Ride Along Chauffeurs and Charters may charge interest on the outstanding amount at the prime overdraft rate (percent per annum) charged by Ride Along Chauffeurs and Charters' 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, and,

8.2.2 Ride Along Chauffeurs and Charters shall be entitled to suspend the Service with immediate effect.

9 UNIMPEDED ACCESS

The Non-Member/Member shall ensure that Ride Along Chauffeurs and Charters personnel have always clear and unimpeded access to the Pick-up Point relevant to the execution of the Service.

10 CESSIONS

The parties hereby agree that Ride Along Chauffeurs and Charters is entitled to cede any part of or all its obligations under the Agreement, including and without limiting the generality of the foregoing, its obligations relating to the Service and that it shall have the right to assign any or all its rights, acquired in terms of the Agreement, at any time and to any entity.

11 COMPLETE AGREEMENTS

The parties agree that the Agreement is the full and final agreement between the parties and no representations, warranties, terms and conditions not recorded in this document shall form part of the Agreement. No variation of the Agreement shall be of any force or effect unless in writing and duly signed by both parties and telephonically recorded on the Ride Along Chauffeurs and Charters voice recording system.

12 DOMICILIUM CITANDI ET EXECUTANDI

12.1 The parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

12.1.1 Ride Along Chauffeurs and Charters, 12 Leicester Crescent, Rondevlei Park, Weltevreden Valley 7785

12.1.2 The Member: the e-mail address and /or cell phone number for sms (short message service) notification as set out in Part A

13 FORCE MAJEURE

Ride Along Chauffeurs and Charters shall not be liable for any failure to fulfil its obligations under the Agreement to the extent that 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.

14 GENERAL

14.1 The Non-Member/Member acknowledges that Ride Along Chauffeurs and Charters communicate by Whatsapp, SMS (short message service) and by e-mail (electronic mail) and hereby agrees that no communication received by the Member in this manner will be regarded as unsolicited communication as contemplated in the CPA.

14.2 The Non-Member/Member hereby consents to Ride Along Chauffeurs and Charters sending Whatsapp messaging, e-mail and SMS communication to the e-mail address and cellular telephone number provided in this agreement.

14.3 The Non-Member/Member hereby consents to Ride Along Chauffeurs and Charters conducting an investigation into the creditworthiness of the Member utilizing the information contained on the face page, which information the Member warrants are true and correct, and such information forms the basis of the Agreement. The Member agrees that should such information turn out not to be correct in all aspects, Ride Along Chauffeurs and Charters shall be entitled immediately and without prejudice to any other rights that Ride Along Chauffeurs and Charters may have to terminate the Agreement and the Member agrees to hold Ride Along Chauffeurs and Charters harmless in such an event.

14.4 The Non-Member/Member hereby agrees that Ride Along Chauffeurs and Charters may, in addition to any of its other rights in terms of the Agreement or otherwise, list any default information on the Member with any credit information bureau, and the Member agrees to the disclosure by Ride Along Chauffeurs and Charters to any third party, of any information pertaining to the Member of the Agreement, to the extent that such disclosure is necessary for the conduct of Ride Along Chauffeurs and Charters business, or is required by any relevant statute, regulation or license.

14.5 Should any of the provisions of the Agreement be in conflict with the CPA and /or the Electronic Communications and Transactions Act 25 of 2002, and the Regulations promulgated hereunder, these Acts and Regulations shall prevail. Such a conflict will not invalidate the remainder of the terms of the Agreement