

SERVICE AGREEMENT: 1 for the road

1. Definitions

The terms defined in this agreement shall have the meanings ascribed hereto in the Service Details.

- 1.2. "Service Call Out" means the action by which the Member calls the Call Centre on 0861622642 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 two (2) hours prior to the Collection Time requesting a specific Collection Time;
- 1.4. "Ad Hoc Booking" means a Service Call Out by a Member less than (2) hours prior to Collection Time requesting the next available Driver during Standard Operating Hours;
- 1.5. "Call Centre Hours" means from 08h00 to 02h00 the following day from a Monday to a Friday; from 14h00 on a Friday to 02h00 on the following day (Saturday); and from 16h00 on a Saturday to 02h00 on the following day (Sunday) as well as public holidays;
- 1.6. "Standard Operating Hours" means from 17h00 to 02h00 the following day (seven) days a week;
- 1.7. "Collection Point" means the address at which the Member requests to be collected for purposes of using the Service;
- 1.8. "Collection Time" means the time at which the Driver arrives at the Collection Point;
- 1.9. "Driver" means a person employed by **1 for the road** as a chauffeur; or provided by **1 for the road** as a chauffeur
- 1.10. "Drop Off Point" means the address where the Member requests to be dropped off on completion of the Service;
- 1.11. "Service Area" means the geographical area within which **1 for the road** provides its service, which is subject to change from time to time as posted on the Website;
- 1.12. "**1 for the road**" means **1 for the road (Pty Ltd)** Reg No. 2010/018598/07, and including all other entities in the **1 for the road** group or in whatsoever manner directly or indirectly trading under the **1 for the road** brand;
- 1.13. "the Member" means the person whose details are reflected at Part A of the Agreement and who enters into this agreement with **1 for the road**;
- 1.14. "Secondary Member" means an individual, being family of the member and residing within the same household as the member, whom the member nominates to use the Service in terms of this agreement;
- 1.15. "the Website" means the internet website www.1fortheroad.co.za utilized by **1 for the road** to communicate all relevant, new and updated information to the Member;
- 1.16. "Units" mean kilometres;
- 1.17. "The Agreement" means this agreement together with the **1 for the road** Schedule of Rates and package options.

2. Service details

- 2.2. Should the Member require the Service outside the Standard Operating Hours, the Member must Pre Book during Call Centre Hours. A Surcharge will be applicable as set out in the **1 for the road** Schedule of Rates.
- 2.3. The Member undertakes to provide his full co-operation, despite possible intoxication, in order to facilitate **1 for the road** in providing the Service.
- 2.4. The Service will be provided as follows:
 - 2.4.1. The Member must log a Service Call Out.
 - 2.4.2. **1 for the road** will attend to the Service Call Out.
 - 2.4.3. The Member will only be transported in a motor vehicle provided by him.
 - 2.4.4. The Member is obliged to keep a proper lookout for the Driver at the Collection Point, to remain contactable by the Call Centre after logging a Service Call Out and provide access to the Driver to enter the Collection Point.
 - 2.4.5. Upon arrival of a Driver at the Collection Point he/she shall wait for a period of fifteen (15) minutes in order that the Member may identify him/herself to utilise the Service, upon expiry of the fifteen (15) minutes the Driver will be entitled to depart from the Collection Point without the Member and **1 for the road** will be entitled to charge the Member a Service Call Out cancellation fee, as set out in the **1 for the road** Schedule of Rates.
 - 2.4.6. **1 for the road** will endeavour to arrive at the Collection Point within 10 (ten) minutes of the Ad Hoc Booking request.
 - 2.4.7. No fee will be charged to the Member if **1 for the road** fails to arrive at the Collection Point within 60 (sixty) minutes of an Ad Hoc Booking request.
 - 2.4.8. In the event of the Member Pre-Booking the Service, no fee will be charged to the Member if **1 for the road** fails to arrive at the Collection Point within 30 (thirty) minutes of the specified Collection Time.
- 2.5. The Member will be charged a Service Call Out cancellation fee as set out in **1 for the road** Schedule of Rates for any Service Call Outs that are cancelled.
- 2.6. During New Years 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 **1 for the road**, has been made or at 17:00 on 31 December, whichever occurs first.

3. Secondary members nominated to use the service

- 3.1. Secondary Members will individually be required to accept the standard **1 for the road** terms and conditions of service and to indemnify **1 for the road**, on similar terms as contained in paragraph 8 below, before making use of the Service.
- 3.2. The Member may add Secondary Members by way of notice to **1 for the road**, either telephonically or by email.
- 3.3. An additional membership fee will be charged for each Secondary Member, as set out in **1 for the road** Schedule of Rates.
- 3.4. The Member undertakes to pay all charges incurred by the Secondary Member in using the Service, as set out in **1 for the road** Schedule of Rates.

4. Charges and payment for the service

- 4.1. The Member shall pay to **1 for the road**:
 - 4.1.1. Monthly in advance, the monthly membership fees and the applicable membership package charges and related fees as set out in the **1 for the road** Schedule of Rates;
 - 4.1.2. Monthly in arrears the total charges incurred by the Member in respect of the Services rendered exceeding the Unit allowance in terms of the package indicated in Part C and as set out in the **1 for the road** Schedule of Rates;
- 4.2. Units do not carry over to the following month. The cut-off date for the validity of Units within a particular month is at 00h00am on the last 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 **1 for the road**, free from any deductions or set-off to **1 for the road** designated bank account.
- 4.5. The Member hereby agrees that the service charges as set out in the **1 for the road** Schedule of Rates in respect of the Service are fair and reasonable.
- 4.6. **1 for the road** may escalate or amend the membership fees, packages and charges as set out in the **1 for the road** Schedule of Rates from time to time, provided that **1 for the road** notifies the member of such increase in charges at least 30 days prior to such increase being implemented.
- 4.7. Any migration from one package to another will be subject to the discretion of **1 for the road**, on written request by the Member which request will not unreasonably be refused.
- 4.8. The Member will not be entitled to withhold payment of any amount due to **1 for the road** in terms of this agreement for any reason whatsoever pending a dispute between the parties.
- 4.9. Sign up fee - A once off administration fee of R100.00 will be added to the first month of membership

5. Debit order instruction

The Member hereby authorizes **1 for the road** to draw against his/her bank account or credit card account, all charges incurred in respect of the Service and the applicable membership package asset out in the 1 for the road Schedule of Rates. **1 for the road** will endeavour to effect all such withdrawals from the Member's bank account and credit card not sooner than the 28th 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 on a month to month basis subject to either party's right to cancel the Agreement on one Month's (as defined) notice in writing.
- 6.2. The Member acknowledges that **1 for the road** is a demand driven business that plans its operational and staff resource with reference to the number of Members at a given time.

7. Indemnification

- 7.1. The Member expressly acknowledges that the Service is inherently risky and accordingly agrees to indemnify **1 for the road, its directors, employees and/or drivers** from being held responsible or liable for any damage, death, loss or injury, directly or indirectly, consequential or otherwise arising from the Service.
- 7.2. **1 for the road** undertakes to endeavour to take reasonable care in providing the Service.
- 7.3. The Member hereby irrevocably indemnifies **1 for the road, its directors and employees** against any claim 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 **1 for the road, its directors or employees**.
- 7.4. The Member further irrevocably indemnifies **1 for the road, its directors and employees** from any claim which may be instituted against any one or more of them by a further passenger who is transported together with the Member and by **1 for the road** at the request of the Member.
- 7.5. The Member expressly acknowledges that the Service is for the Member's use only.
- 7.6. **1 for the road** does not warrant the Service to the Member in case of unforeseen eventualities. The Member hereby waives his right to claim compensation of whatsoever kind in respect of such occurrence.
- 7.7. The Member warrants that the appropriate insurance cover is in place in respect of the Member's motor vehicle and extends to alternate drivers and alternate drivers under the age of 25 driving the Member's motor vehicle, so as to include any **1 for the road** representative providing the Service.

8. Outstanding charges

- 8.1. The Member agrees to pay any costs incurred by **1 for the road** for the collection of outstanding money owed to **1 for the road** by the Member.
- 8.2. Where payment of any amount due is not made on due date, **1 for the road** may charge interest on the outstanding amount at the prime overdraft rate (percent per annum) charged by **1 for the road** 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 a actual payment, both days inclusive, calculated on the daily amount outstanding and compounded monthly in arrears.

9. Uncapped access

The Member shall ensure that **1 for the road** personnel have clear and unimpeded access to the Collection Point at all times relevant to the execution of the Service.

10. Cession

The parties hereby agree that **1 for the road** 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 of its rights, acquired in terms of the Agreement, at any time and to any entity.

11. Complete agreement

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.

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:
 - 13.1.1. **1 for the road**: info@1fortheroad.co.za OR 48 Doordrift Rd, Constantia
 - 13.1.2. 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

1 for the road 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 Member hereby consents to **1 for the road** sending email communication to the e-mail address provided in this Agreement.
- 14.2. The Member hereby consents to **1 for the road** conducting an investigation into the creditworthiness of the Member utilizing the information contained on the face page, which information the Member warrants is 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, **1 for the road** shall be entitled immediately and without prejudice to any other rights that **1 for the road** may have to terminate the Agreement and the Member agrees to hold **1 for the road** harmless in such an event.
- 14.3. The Member hereby agrees that **1 for the road** 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 **1 for the road** 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 **1 for the road** business, or is required by any relevant statute, regulation or license.
- 14.4. The Member agrees that the Agreement and in particular the face page thereof, may be scanned and the paper version destroyed, and hereby agrees to the scanned version and waives his/her/its right to dispute the authenticity of the scanned version.
- 14.5. Should any of the provisions of the Agreement be in conflict with the Consumer Protection Act 68 of 2008 and/or the Electronic Communications and Transactions Act 25 of 2002, these acts shall prevail.