



Individual Contract

SUBSCRIBER AGREEMENT

AS ENTERED INTO BETWEEN Have a Safe Trip (Pty) Ltd (hereinafter referred to as "Safe Trip")
And

(hereinafter referred to as the "Client")
Being the parties to the Agreement

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SECTION 1: CLIENT DETAILS

Physical Address:
Postal Address:
Business phone no.
Contact E-mail:

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SECTION 2: BANKING / PAYMENT DETAILS

Method of Payment: Debit Order Credit Card
Name of Account Holder:
Name of Bank:
Bank Branch & code:
Type of Account:
Account Number:

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Authority for Debit of Account: I hereby instruct and authorize Safe Trip to debit my bank account or credit card with the total amount owing by me each month under this agreement.

SECTION 3: INDIVIDUAL PACKAGE

Charges in respect of the Family package are set out in annexure "A" hereto

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SECTION 4: DECLARATION

I have read and agree to:
1. The terms and conditions, as set out in section 5 hereof.
2. The indemnity and limitations of liability/risk contained in paragraph 7 of the terms and conditions.
3. The applicable Have a Safe Trip Family Package as indicated in section 3 hereof, and as set out in Annexure "A" hereto.

Name: ID No.:
Signature: Date:

FOR OFFICE USE ONLY

Account Number: Individual Number:

SECTION 5 – TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "The Service" means the chauffeur service rendered by Have a Safe Trip to the Customer in terms of this Agreement.
- 1.2 "Service Call Out" means the action by which the customer calls the Call Centre at the Customer Service Number of 082-212-1011 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 2 (two) hours prior to the Collection Time requesting a specific Collection Time.
- 1.4 "Ad Hoc Booking" means a Service Call Out by a Customer requesting the next available Driver during Standard Operating Hours.
- 1.5 "Call Centre Hours" means from 12h00 (pm) 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) on public holidays.
- 1.6 "Standard Operating Hours" means from, 18h00 (pm) to 03h00 (am) the following day 6 (six) days a week, Monday to Saturday.
- 1.7 "Collection Point" means the address at which the customer 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 Have a Safe Trip as a chauffeur.
- 1.10 "Drop Off Point" means the address where the Customer requests to be dropped off on completion of the Service.
- 1.11 "Service Area" means the geographical area within which Have a Safe Trip provides its service, which may be extended by Have a Safe Trip from time to time as posted on the Website.
- 1.12 "Have a Safe Trip" means Have a Safe Trip (Pty) Ltd Registration Number 2013/042542/07 and including all other entities in the Safe Trip group or in whatsoever manner directly or indirectly trading under the Safe Trip brand.
- 1.13 "Customer" means an employee or person associated with the Client, whom the Client nominates to use the Service in terms of this Agreement.
- 1.14 "Client" means the juristic person, company, close corporation or trust whose details are reflected in Section 1 of the Agreement and who enters into this Agreement with Have a Safe Trip.
- 1.15 "Units" mean kilometres.
- 1.16 "Agreement" means this Agreement together with its annexure.
- 1.17 "Month" means the period from 05h00 (am) on the 25th day of a calendar month to 05h00 (am) on the 25th day of the following calendar month.
- 1.18 "CPA" means the Consumer Protection Act 68 of 2008 and the Regulations promulgated there under.
- ### 2. SERVICE PROVIDED
- 2.1 Have a Safe Trip will provide the Service to the Customer during the Standard Operating Hours and within the Service Area.
- 2.2 Should the Customer require the Service outside the Standard Operating Hours, the Customer must Pre Book during Call Centre Hours. A Surcharge will be applicable as set out in the Have a Safe Trip Schedule of Rates.
- 2.3 The Customer undertakes to provide his full co-operation, despite possible intoxication, in order to facilitate Have a Safe Trip in providing the Service including reasonable directions to the Drop Off Point. The Client 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 Customer must log a Service Call Out. The Customer must log any changes to the Service Call Out with the Call Centre on 082-212-1011 or at bookings@safetrip.co.za
- 2.4.2 Have a Safe Trip will attend to the Service Call Out.
- 2.4.3 The Customer will only be transported in a motor vehicle provided by him.
- 2.4.4 The Customer 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 15 (fifteen) minutes in order that the Customer may identify him/herself to utilise the Service, upon expiry of the 15 (fifteen) minutes the Driver will be entitled to depart from the Collection Point without the Customer and Have a Safe Trip will be entitled to charge the Client a Service Call Out cancellation fee, as set out in Annexure "A".
- 2.4.6 Have a Safe Trip will endeavour to arrive at the Collection Point within 45 (forty-five) minutes of the Ad Hoc Booking and within Service Area.
- 2.4.7 In the event of the Customer Pre-Booking the Service no fee will be charged to the Client if Have a Safe Trip fails to arrive at the Collection Point within 60 (Sixty) minutes of the specified Collection Time.

- 2.5 Service area being with in the Gauteng Province in the Republic of South Africa
- 2.6 The Client will be charged a Service Call Out cancellation fee, as set out in Annexure "A" for any Service Call Outs that are cancelled by the customer.
- 2.7 During New Year's Eve (31 December) the following will apply:
- 2.7.1 No Ad Hoc Bookings will be accepted and the Service must accordingly be Pre-Booked.
- 2.7.2 Pre-bookings will be taken on a first come first serve basis.
- 2.7.3 Bookings will close once the available number of bookings as determined by Have a Safe Trip has been made or at 17h00 on 31 December, whichever occurs first.
- ### 3. CUSTOMERS NOMINATED BY THE CLIENT TO USE THE SERVICE
- Customers will individually be required to accept the standard Have a Safe Trip conditions of service and to indemnify Have a Safe Trip before making use of the Service.
- ### 4. CHARGES AND PAYMENT FOR THE SERVICE
- 4.1 The Client shall pay to Have a Safe Trip:
- 4.1.1 Monthly in advance, the monthly Individual Package fees and the applicable Individual Package charges and related fees as set out in Annexure "A"
- 4.1.2 Monthly in arrears the total charges incurred by the Customer in respect of the Services rendered exceeding the Unit allowance in terms of the package indicated in Section 3 and as set out in Annexure "A".
- 4.2 Units do not carry over to the following month however the package will be managed every quarter. The cut-off date for the validity of Units within a particular month is at 05h00 (am) on the 25th day of every 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 Have a Safe Trip, free from any deductions or set-off to Have a Safe Trip's designated bank account.
- 4.5 The Client hereby agrees that the service charges as set out in Annexure "A" in respect of the Service are fair and reasonable.
- 4.6 Have a Safe Trip may escalate or amend the Individual Package fees and charges as set out in Annexure "A", from time to time, provided that Have a Safe Trip notifies the Client in writing of such increase in charges prior to such increase being implemented.
- 4.7 The charges payable by the Client for the provision of the Service, shall be stipulated in any notice or directive issued or derived by Have a Safe Trip from time to time and the contents of such notice or directive, including the charges stipulated therein, will be deemed to be incorporated in this Agreement as if specifically set out therein.
- 4.8 Any migration from, one package to another will be subject to the discretion of Have a Safe Trip, on written request by the Client which request will not unreasonably be refused.
- 4.9 The Client will not be entitled to withhold payment of any amount due to Have a Safe Trip in terms of this Agreement for any reason whatsoever pending a dispute between the parties.
- ### 5. DEBIT ORDER INSTRUCTION
- The Client hereby authorises Have a Safe Trip to draw against his/her bank account or credit card account, all charges incurred in respect of the Service and the applicable Individual package as set out in Annexure "A". Have a Safe Trip will endeavour to effect all such withdrawals from the Client's bank account and credit card not sooner than the 28th day of each month. All such withdrawals from the Client's bank account or credit card shall be treated as though they had been signed by the Client. The Client 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 remain effective for 6 (six) months from, date thereof, being the fixed term of the Agreement.
- 6.2 Upon expiry of the fixed term, the Agreement will continue indefinitely, on the same terms and conditions contained herein, provided that the Client will be entitled to cancel the Agreement, by way of 30 (thirty) days written notice, sent to Have a Safe Trip by registered post.
- 6.3 The Client acknowledges that Have a Safe Trip is a demand driven business that plans its operational and staff resource with reference to the number of Customers at a given time.
- 6.4 The parties expressly agree that Have a Safe Trip has the right to terminate this Agreement at any stage, at its sole discretion, by way of 30 (thirty) days notice to the Client. In the event of Have a Safe Trip terminating this Agreement in terms of this paragraph, the Client will be refunded any advanced payments already paid by the Client on the date of such termination.

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7. **INDEMNIFICATION**
- 7.1 Have a Safe Trip undertakes to endeavour to take reasonable care in providing the Service.
- 7.2 The Client expressly acknowledges that the Service is inherently risky and accordingly agrees to indemnify Have a Safe Trip from, being held responsible or liable for any damage, death, injury or loss directly or indirectly, consequential or otherwise arising from the Service that the Client may suffer.
- 7.3 The Client hereby irrevocably indemnifies Have a Safe Trip, its directors and employees against any claim which may be instituted against any one or more of them, by the Client in connection with the negligent conduct of Have a Safe Trip, its directors or employees.
- 7.4 The Client expressly acknowledges that the Service is for the Customer's use only. Have a Safe Trip does not warrant the Service to the Client or Customer in case of unforeseen eventualities. The Client hereby waives its right to claim compensation of whatsoever kind in respect of such occurrence.
- 7.5 The Client warrants that the appropriate insurance cover is in place in respect of the Client's motor vehicle and that it extends to alternate drivers and alternate drivers under the age of 25 (twenty five) driving the Client's motor vehicle so as to include any Have a Safe Trip representative providing the Service.
8. **OUTSTANDING CHARGES**
- 8.1 The Client agrees to pay any costs incurred by Have a Safe Trip for the collection of outstanding money owed to Have a Safe Trip by the Client.
- 8.2 Where payment of any amount due is not made on due date:
- 8.2.1 Have a Safe Trip may charge interest on the outstanding amount at the prime overdraft rate (percent per annum) charged by Have a Safe Trip's 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 Have a Safe Trip shall be entitled to suspend the Service with immediate effect.
- 8.2.2 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.
9. **CESSION**
- The parties hereby agree that Have a Safe Trip is entitled to cede any part of or all its obligations under the Agreement, including and without limiting the generality of the a 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 any time and to any entity.
10. **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 agreed by both parties.
11. **DOMICILIUM CITANDI ET EXECUTANDI**
- 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:
- 11.1 Have a Safe Trip:
17 Arnheim Road
Hazeldene
Germiston
1401
- 11.2 The Client: the e-mail address and business address/or cell phone number for SMS (short message service) notification as set out in Section 1.
12. **FORCE MAJEURE**
- Have a Safe Trip 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 is reasonable control, including but not limited to flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or acts of God.
13. **GENERAL**
- 13.1 The Client hereby acknowledges that Have a Safe Trip communicates by SMS and by e-mail and hereby agrees that no communication received by the Client and/or Customer in this manner will be regarded as unsolicited communications as contemplated in the CPA (Consumer Protection Act).
- 13.2 The Client hereby consents to Have a Safe Trip sending e-mail and SMS communication to the e-mail address and cellular telephone number provided in the Agreement.
- 13.3 The Client hereby consents to Have a Safe Trip conducting an investigation into the creditworthiness of the Client utilizing the information contained on the face page, which information the Client warrants is true and correct, and such information forms the basis of the Agreement. The Customer agrees that should such information turn out not to be correct in all respects, Have a Safe Trip shall be entitled immediately and without prejudice to any other rights that Have a Safe Trip may have to terminate the Agreement and the Client agrees to hold Have a Safe Trip harmless in such an event.
- 13.4 The Client hereby agrees that Have a Safe Trip may, in addition to any of its other rights in terms of the Agreement or otherwise, list any default information on the Client with any credit information bureau, and the Client agrees to the disclosure by Have a Safe Trip to any third party, of any information pertaining to the Client or the Agreement, to the extent that such disclosure is necessary for the conduct of Have a Safe Trip business, or is required by any relevant statute, regulation or license.
- 13.5 The Client 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.
- 13.6 Should any of the provisions of the Agreement be in conflict with the CPA (Consumer Protection Act) and/or the Electronic communications and Transactions Act 25 of 2002, and Regulations promulgated there under, these Acts and Regulations shall prevail. Such a conflict will not invalidate the remainder of the terms of the Agreement.
14. **CONFIDENTIAL INFORMATION**
- 14.1 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.
- 14.2 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.
- 14.3 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.
15. **BREACH AND TERMINATION**
- 15.1 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.
16. **DISPUTES**
- 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.
17. **NO ASSIGNMENT**
- The Client shall not 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 Service Provider, which consent shall not be unreasonably withheld or delayed.
18. **SUBCONTRACTING**
- Have a Safe Trip 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.

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