



CORPORATE INDEMNITY

SERVICE AGREEMENT

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

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(hereinafter referred to as the "Customer")
Whose further particulars are as follows:

SECTION 1: CUSTOMER DETAILS

Street Address:	_____	ID Number	_____
Postal Address:	_____	Cell phone no.:	_____
Postal Code:	_____	E-mail:	_____
Home phone no.:	_____	Business no.:	_____

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SECTION 2: DECLARATION

I have read and agree to:

1. The indemnity and limitations of liability and risk, contained in Section 3.
2. The Terms and Conditions of the Service contained in Section 4

I also declare that I am empowered to sign and enter into this agreement.

Name: _____ ID No.: _____

Signature: _____ Date: _____

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FOR OFFICE USE ONLY	
Account Number:	_____
Customer Number:	_____
Date:	_____



SECTION 3: INDEMNITY

- Safe Trip undertakes to endeavor to take reasonable care in providing the Service.
- The Customer expressly acknowledges that the Service is inherently risky and accordingly agrees to indemnify Safe Trip from being held responsible or liable for any material damage, directly or indirectly, consequential or otherwise arising from the Service that the Customer may suffer.
- The Customer hereby irrevocably indemnifies Safe Trip, its directors, and/or its employees against any claim for material damages which may be instituted against any one or more of them by the Customer, his estate or successors in title arising out of or in connection with any negligent conduct of Safe Trip, its directors or employees.
- The Customer expressly acknowledges that the Service rendered by Safe Trip will be for the use of the Customer only.
- Safe Trip does not warrant the Service to the Customer in case of unforeseen eventualities.
- The Customer warrants that the appropriate insurance cover is in place in respect of the Customer's motor vehicle and that it extends to alternate drivers and alternate drivers under the age of 25 driving the Customer's motor vehicle so as to include any Safe Trip's representative providing the Service.

SECTION 4: 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.

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.

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 Customer acknowledges and agrees that this undertaking is a material term of the Agreement.

2.3

2.4

The Service will be provided as follows:
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

2.4.1

Have a Safe Trip will attend to the Service Call Out.

2.4.2

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 expire 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 Customer 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. In the event of the Customer Pre-Booking the Service no fee will be charged to the Customer if Have a Safe Trip fails to arrive at the Collection Point within 60 (Sixty) minutes of the specified Collection Time.

2.4.7

Service area being within the Gauteng Province in the Republic of South Africa

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- 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.

- 2.6 The Customer 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. 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.
 - 2.7.3 **UNIMPEDED ACCESS**
The Customer shall ensure that Have a Safe Trip personnel have clear and unimpeded access to the collection point at all times relevant to the execution of the service
- 3 **UNIMPEDED ACCESS**
- 4 **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 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.
- 5 **COMPLETE AGREEMENT**

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