

## 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 these terms and conditions and all annexes, schedules or other attachments referred to in these terms and conditions including *inter alia* the Rate Card (Schedule 1) and the additional terms and conditions attached thereto;;
- 1.2 **“Client”** means the person entering into this Agreement with the Service Provider, whose details are reflected in the online sign up form;
- 1.3 **“Call Centre Hours”** means
- 1.3.1 Mondays to Thursdays – 17h00 – 01h00 with the first Client pick-up at 18h00;
- 1.3.2 Fridays – 15h00 – 03h00, with the first Client pick-up at 16h00;
- 1.3.3 Saturdays – 16h00 – 01h00, with the first Client pick-up at 17h00;
- 1.3.4 Sundays – 16h00 – 24h00, with the first Client pick-up at 17h00;
- as amended by the Service Provider from time to time;
- 1.4 **“Commencement Date”** means the date on which the Client completed and submitted his/her online sign up form;
- 1.5 **“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.
- 1.6 **“Initial Term”** means the Initial Term of this Agreement being one (1) year from the Commencement Date:
- 1.7 **“Rate Card”** means the Schedule of Fees payable by the Client for the Services, as amended by the Service Provider from time to time. The Rate Card will include an Initial Once Off Fee R100pp, Monthly Subscription Fee and all other Fees and Charges due and payable by the Client;
- 1.8 **“Services Areas”** means Johannesburg, Pretoria, Durban, Cape Town and such additional areas which the Service Provider may add to such list, in its sole discretion
- 1.9 **“Service Provider”** means Digicall Transport Solutions (Pty) Ltd t/a Road Trip with registration number : Reg: 2008/009692/07
- 1.10 **“Services”** means the Services offered by the Service Provider, from time to time, including the collection and transportation of the Client from a Collection Point to his/her destination in his/her vehicle;
- 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 17 below continue in force during the Initial Term.
- 3.2 Upon expiration of the Initial Term the Agreement will continue on a month to month basis. The Client will need to give the Service Provider 1 (one) calendar months written notice in order to terminate the Agreement during this period.
- 3.3 Based on the addition of each new Client, the Service Provider is required to employ personnel and other resources in order to service such Client together with its other clients and accordingly the parties have agreed that the Initial Term of this Agreement will be 12 (twelve) months.
- 4 **Services.**
- 4.1 The Service Provider shall provide the Services within the Service Areas, to the Client on the basis set out herein. In order to enable the Service Provider to provide the Services, the Client shall:
- 4.1.1 make pre-bookings and *ad hoc* bookings with the Service Provider’s Call Centre during the Call Centre Hours;
- 4.1.2 provide the Service Provider and its staff with access to the location where he/she wishes to be collected, to the extent required;
- 4.1.3 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 will 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 Rate Card 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 Rand 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 Service Providers website, the Service Provider may collect monies owing by the Client on a monthly basis through a debit order system and the Client hereby authorizes the Service Provider to collect any outstanding moneys via such debit order system and
- 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 administrative charge to re-collect the money;
- 5.4.2 if the 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 and the Client shall be liable for all costs associated with such collection.
- 5.5 The Service Provider may from time to time, in its sole discretion amend the fees payable to it for the Services provided by notifying the Client telephonically or in writing prior to such amendment taking effect. The Service Provider shall use its best endeavours to notify the Client of such amendment not less than 30 days from such amendment taking effect.
- 5.6 It is recorded that any amendment to the Service Provider’s Fees will apply to all Clients from the same date, notwithstanding the date on which the Client enters into this Agreement.
- 5.7 The Service Provider may alter the payment instruction under which the Client pays his/her fees in the event of the amounts payable by the Client changing for any reasons whatsoever. Under the same instructions, the Service Provider shall be

<p>entitled to debit any amounts owing by the Client to the Service Provider in terms of the provisions of this Agreement.</p>	<p><b>arising out of or related to this Agreement or the Services.</b></p>
<p>5.8 Under no circumstances shall unused free kilometres/trips be carried over to the next months.</p>	<p>8.7 <b>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 notwithstanding the fact that certain of the Service Provider's drivers are below the age of 25 (twenty five) years.</b></p>
<p>5.9 Any non-member that makes use of Road Trip's service will be charged an ad hoc rate of R575.00 up to 30kms and R12.00 per km per additional km thereafter.</p>	
<p>6 <b><u>Intellectual Property.</u></b></p>	
<p>The Client acknowledges that any and all copyright, trademarks and other intellectual property rights shall remain the property of the Service Provider.</p>	<p>8.8 <b>The Client hereby warrants that he/she is authorized to provide the Indemnities contained in this paragraph on behalf of all his/her passengers.</b></p>
<p>7 <b><u>Confidential information</u></b></p>	<p>9 <b><u>Force Majeure.</u></b></p>
<p>7.1 Each Party ("<i>the Receiving Party</i>") must treat and hold as confidential all information, which they may receive from the other Party ("<i>the Disclosing Party</i>") or which becomes known to them concerning the Disclosing Party during the currency of this Agreement.</p>	<p>9.1 The Service Provider shall not be liable for any failure to fulfill 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>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;</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>7.3 The 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.</p>	<p>9.3 The Service Provider has a maximum lead time of 90 (ninety) minutes to collect the Client on all ad hoc bookings.</p>
<p>8 <b><u>Indemnity and liability provisions</u></b></p>	<p>10 <b><u>Breach and termination.</u></b></p>
<p>8.1 <b>The Client acknowledges that the Services offered by the service Provider carry certain inherent risks.</b></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>8.2 <b>The Service Provider shall use its best endeavours to provide the Services in a reasonable manner.</b></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>8.3 <b>Subject to clauses 8.5 and 8.6 below, the Client hereby irrevocably indemnifies the Service Provider, its Directors and staff against any claim for damages which may be instituted against any one or more of them by the Client, and or any of his/her passengers, their estates, successors in title or third parties, arising out of or in connection with any negligent conduct of the Service Provider, its directors or employees unless such liability arises from the gross negligence of the Service Provider.</b></p>	<p>11 <b><u>Disputes.</u></b> 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>8.4 <b>Subject to clauses 8.5 and 8.6 below the Client hereby indemnifies the Service Provider against direct damages, costs or losses incurred by the Service Provider 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 Service Provider or its personnel.</b></p>	<p>12 <b><u>Notices and Domicilium.</u></b></p>
<p>8.5 <b>Notwithstanding anything contained herein to the contrary, 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 R250 000.</b></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>8.6 <b>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)</b></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>13 <b><u>No Assignment.</u></b></p>
	<p>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. The Service Provider shall be entitled to cede, assign, delegate or otherwise transfer the benefit or burden of all or any part of this Agreement without requiring the prior written consent of the Client.</p>
	<p>14 <b><u>Subcontracting.</u></b></p>
	<p>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 <b><u>Non-solicitation.</u></b></p>

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.

## 16 General

- 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.
- 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.
- 16.3 Subject to the provisions of 18 below, no amendment or modification to this Agreement shall be effective unless in writing and signed by authorised signatories of the parties.
- 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 as a waiver of any continuing or subsequent breach.
- 16.5 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.
- 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.
- 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.
- 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.
- 16.9 Should any of the provisions of this Agreement become unenforceable for any reason whatsoever, same shall be treated as *pro non scripto* and the remaining provisions shall remain of full force and effect.

## 17 Cancellation

- 17.1 It is recorded that as a consequence of the Client signing this Agreement the Service Provider will increase its facilities and resources to meet such Client's needs and requirements. Accordingly, in the event of the Client wishing to terminate this Agreement, the Client will have the following cancellation options available to him/her :
- 17.1.1 cancel with immediate effect - on this option there is a cancellation fee payable of 50% of the remaining membership fees payable for the Initial Term . As soon as this is paid the Agreement will be terminated;
- 17.1.2 cancel at end of the Initial Term - the Client can cancel the Agreement at any time during the Initial Term in which event such cancellation shall take effect on the last day of the Initial Term and in such circumstances, the Agreement shall not continue on a month to month basis after the Initial Term. The Client will be liable to pay the monthly fees until the end of the Initial Term and shall be entitled to utilize the services for such period;
- 17.1.3 transfer the membership to a friend. There are no costs involved with this option.

- 17.1.4 freeze the membership at R72.00/month for a maximum of three months
- 17.2 The Service Provider shall be entitled to terminate this Agreement on 30 (thirty) days' notice to the Client.
- 17.3 A completed and signed cancellation form is required to confirm cancellation of your membership.

## 18 Changes to this Agreement

Notwithstanding anything contained herein to the contrary the Service Provider shall have the right, to be exercised in its sole discretion to amend any of the terms and conditions of this Agreement or the fees payable in accordance therewith by providing the Client with 30 days' notice thereof.

## 19 Discovery Insure Policyholders

- 19.1 It is recorded that based on their Vitality Drive Status, Discovery Insure Policyholders are entitled to certain discounts on their Subscription Fees only.
- 19.2 The Client hereby authorizes the Service Provider to furnish Discovery Insure with all relevant information pertaining to the use by the Client of the Services offered by the Service Provider.
- 19.3 Should the Client's Vitality Drive Status change prior to the 25<sup>th</sup> day of the month then, with effect from the first day of the following month, the discount applicable to the Client's Subscription shall be amended accordingly. Should a Client's Vitality Drive Status change after the 25<sup>th</sup> day of the month, then and in such event the discount applicable to the Client's Subscription shall be amended from the first day of the second month following the month in which such Vitality Drive Status changed.
- 19.4 In the event of the Client no longer being insured by Discovery Insure, then and in such event the discounts afforded to such Client shall terminate from the first day of the month following the month in which such Client terminates his/her Policy with Discovery Insure from which date the Client shall be liable for the Service Provider's ordinary fees.
- 19.5 In the event of the relationship between the Service Provider and Discovery Insure terminating for any reason whatsoever then and in such event the Client will no longer be entitled to any discounts on the fees charged by the Service Provider.
- 19.6 Notwithstanding anything contained herein to the contrary, the termination of the discounts afforded to the Client in terms of the provisions of paragraphs 19.4 and 19.5 above, shall not affect the remaining terms and conditions of this Agreement which shall continue *mutatis mutandis* in full force and effect.

## SCHEDULE 1 - RATE CARD

See [www.roadtrip.co.za](http://www.roadtrip.co.za)

**ALL trips are up to 25km's from collection point and additional km's are as per your membership/website.**

**Trips can be used for our Chauffeur & Cab service 24/7. JHB/PTA/CPT/DBN**

**AIRPORT TRANSFERS are billed separately as per our rate card on the website <http://www.roadtrip.co.za/airport-transfer/>**

- **Additional Terms:**

- Once off sign up fee of R75.00pp
- 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;
- 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.
- Cancellation fee to be charged on all *ad hoc* & pre booked bookings as follows:
  - Cancellations made more than 1 hour prior the scheduled pick up: RNil;
  - Cancellations made less than 59 minutes prior to the scheduled pick up: The full fee which the Service Provider would have charged the Client for the booking/trip