



## **Standard Terms and Conditions**

1. **Definitions.** In this Agreement, the following words used in this agreement, our online website and any forms or schedules this agreement is attached to, will have the following meanings:

1.1 **“Agreement”** means these terms and conditions and all annexures, schedules or other attachments referred to in these terms and conditions, including the Pricing Schedule (Schedule 1) and the additional terms and conditions attached to the Pricing Schedule.

1.2 **“Client”** means the person 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 Collection Time at 18h00;

1.3.2 Fridays - 15h00-03h00,with the first Client Collection Time at 16h00;

1.3.3 Saturdays -16h00-03h00,with the first Client Collection Time at 17h00;

1.3.4 Sundays- 16h00- 24h00,with the first Client Collection Time at 17h00;

These hours may be changed by the Service Provider from time to time.

1.4 **“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 invehicles belonging to or hired by the Service Provider.

1.5 **“Initial Term”** means 12 (twelve) calendar months, calculated from the first day of the next month following the StartDate.

1.6 **“publish” or “publishing”** means notice given by any one of the following methods, in the sole discretion of the Service Provider - by sending the information to the current contact details of the Client listed on the Service Provider’s database, inany written form, whether electronic or hardcopy, including but not limited to by letter (which need not be registered mail), electronic mail or other electronic format, hand delivery, fax, posting on the Service Provider’s website or SMS.

1.7 **“Pricing Schedule”** means the Service Provider’s schedule of fees payable by the Client for the Servicesfrom time to time. The Pricing Schedule includes an Initial Once Off Fee, Monthly Subscription Fee and all other Fees and Charges due and payable by the Client.The fees and charges may be changed by the Service Provider from time to time.

1.8 **“Service Area/s”** means the municipal areas of Johannesburg & Pretoria and any additional areas that the Service Provider may add, or choose to temporarily cover, in its sole discretion, from time to time.

1.9 **“Service Provider” means** (iTrip (Pty) Ltd 1999/16418/07.)

1.10 **“Services”** means the services offered by the Service Provider set out in clause 4 of this agreement, which may be varied by the Service provider from time to time.

1.11 **“Start Date”** means the date on which the client completes and submits his/her online sign up form.

The Client appoints the Service Provider, who accepts the appointment to provide the Services on the terms and subject to the conditions of this Agreement.

## **2. Term**





- 2.1 This Agreement begins on the Start Date and, subject to clause 7, is valid for the Initial Term. The parties understand that, because the Service Provider must employ personnel and use other resources to service the Client, together with its other clients, the Initial Term of this Agreement of twelve months is necessary.
- 2.2 This agreement cannot be cancelled during the Initial Period, unless the exceptions in Clause 7 apply.
- 2.3 Once the Initial Term is over, this Agreement will continue on a month to month basis. The Client must give the Service Provider 1(one) calendar month's written notice to terminate the agreement after the Initial Period, or to terminate the agreement immediately on the expiry of the Initial Period.

### 3. **Services.**

- 3.1 The Service Provider may provide the Services within the Service Areas, to the Client as set out in this agreement. The Service provider has the right to refuse services to the Client.
- 3.2 In order to enable the services, the Client must:
  - 3.2.1 Make pre-bookings and ad hoc bookings with the Service Provider's Call Centre during the Call Centre Hours.
  - 3.2.2 Give the Service Provider and its staff an accurate description of and access to the location where he/she will be collected from.
  - 3.2.3 Provide any other assistance and support as may be needed or provided for in this Agreement.
- 3.3 If the Client wants to make arrangements for additional services outside the scope of the Services originally contracted ("Extra Services"), the parties must agree the terms and conditions which will apply (including the fees and charges payable for the Extra Services) on collection of the Client, and the fees and charges for Extra Services will be added to the client's monthly account presented.

### 4. **Fees**

- 4.1 The Client must pay the Service Provider the Fees for the Services, together with any other fees and other charges specified in the Pricing Schedule, on the terms and conditions set out in this Agreement.
- 4.2 All Fees and other charges set out in this Agreement are exclusive of value added tax or similar tax, which will be added to all invoices at the applicable current rate. All payments in terms of this Agreement must 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.
- 4.3 If payment of any amount due is not made on the due date, the Service Provider may charge interest on the outstanding amount at the prime overdraft rate (percentage, per annum) charged by the Service Provider's corporate bankers from time to time, as evidenced by any manager of such bank, whose authority to certify the interest it will not be necessary to prove. Interest will be calculated from the due date of payment to the date of actual payment, both days inclusive, calculated on the daily amount outstanding and compound monthly in arrears.
- 4.4 The Client must give the Service Provider its banking details on sign up for the Services through the Service Provider's website. The Service Provider is irrevocably authorised to collect any monies owing by the Client, on a monthly basis, through a debit order system on the bank account provided. The Client irrevocably authorizes the Service Provider to collect any outstanding moneys via the debit order system.
  - 4.4.1 If the collection is rejected by the Client's bankers for any reason, the Client will be charged a further amount of R65.00 as an administrative charge to re-collect the money.





- 4.4.2 If the client does not comply with the debit order facility, the outstanding debt will be handed over for collection, through an agency of the Service Provider's choice and the Client will be liable for all costs and disbursements associated with debt collection, including all attorney and client charges.
- 4.5 The Service Provider may from time to time, in its sole discretion, change the fees payable for the Services by publishing any variation to the Client. The Service Provider must use its best endeavours to publish variations not less than 30 days before they take effect.
- 4.6 Any variation to the Service Provider's fees will apply to all clients from the date of the variation as published, notwithstanding the date on which any Client enters into this Agreement.
- 4.7 If the Fees change for any reason, the Service Provider may change the payment instruction in terms of which the Client pays to reflect the changed amount. Under the same irrevocable instructions, the Service provider will be entitled to debit any amounts owing by the Client to the Client's banking account in terms of the provisions of this Agreement.
- 4.8 Free kilometres are carried over for a period of two months

## **5. Indemnity and Liability provisions.**

- 5.1 The Client acknowledges that the Services offered by the service provider carry risks that are inherent and which the Service Provider cannot prevent or foresee.
- 5.2 Subject to clauses 5.5 and 5.6 below, the Client irrevocably indemnifies the Service Provider, its Members, managers, Directors, employees, appointees, agents and staff against any claims 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, or any of the above mentioned persons, unless such liability arises from the gross negligence of the Service Provider, in which event the onus to prove gross negligence is on the Client or claimant.
- 5.3 Subject to clauses 5.5 and 5.6 below the client indemnifies the Service Provider against any claims for direct damages, costs or losses incurred by the Service Provider/Client arising out of any claim for, or in respect of, injury, death or illness or damage to or loss of property arising from any cause whatsoever.
- 5.4 The Service Provider will 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) arising out of or related to this Agreement or the Services or any matter or event connected with the Agreement.
- 5.5 The Service Provider's total liability for claims for which it may not legally be indemnified in terms of this agreement, whether in contract or delict or otherwise, is limited to R 100 000-00.
- 5.6 The Client warrants that it has adequate insurance cover in place in respect of the Client's vehicle and its use by third party drivers, including the Service Provider's drivers who may be below the age of 25( twenty five) years.
- 5.7 The client warrants that he/she is authorized to provide the indemnities contained in this paragraph on behalf of all his/her passengers.

## **6. Force Majeure.**

- 6.1 The Service Provider must use its best reasonable endeavours to provide the Services to the Client as contracted.





- 6.2 The Service Provider is not liable for any failure to fulfil its obligations under this Agreement if and to the extent that the 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.
- 6.3 If the Service Provider is unable to fulfil its obligations under this Agreement for a period in excess of 30(thirty) minutes from the collection time, due to circumstances beyond its control, the Client may, in its sole discretion, cancel the trip in question.
- 6.4 The Service Provider has a minimum lead time of 90 (ninety) minutes to collect the client on all *ad hoc* bookings.

## 7. Cancellation

- 7.1 The Client acknowledges that, as a result of the Client signing this Agreement the Service Provider will increase its facilities and resources to meet the client's needs and requirements. Accordingly, in the event of the Client choosing to terminate this agreement, the client will have the following cancellation options available to him/ her:
- 7.1.1 Cancellation with immediate effect – a cancellation fee of R 350-00 is charged. As soon as this amount, together with all amounts owing in arrears is paid, the Agreement will be terminated.
- 7.1.2 Cancellation on one month's notice before the end of the Initial term - The Client will be liable to pay the monthly fees until the end of the initial Term and will remain entitled to utilize the services for this period.
- 7.1.3 Transfer the membership to another person, with the prior written consent of the Service Provider - To transfer the membership there is a R150 administration fee.
- 7.2 The Services Provider can terminate this Agreement at any time on 30(thirty) days notice to the Client.

## 8. Breach and termination.

- 8.1 If either party commits a material breach of this agreement, and does not remedy the breach within 30 (thirty) days of being asked in writing to do so; then the innocent party may, in its discretion, terminate this Agreement on written notice to the defaulting party, 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.
- 8.2 If either party is provisionally or finally liquidated or placed in judicial management, whether provisionally or final; the other party may terminate this agreement on written notice to such party.

## 9. Disputes

Any dispute between the parties that cannot be resolved between them must be resolved in accordance with the rules of the Arbitration Foundation of South African by an arbitrator or arbitrators appointed by the Foundation. The Arbitrator's decision will be final and not subject to appeal

## 10. Notices and Domicilium.

The parties choose the physical, email and telephonic addresses provided on the Service Provider's website as their legal address for service (*domicilium citandi et executandi*), for the purpose of giving or sending any notice or process. Any party who wants to change the physical addresses, postal addresses, email address and fax numbers detailed in the service details may do so by notice in writing published to the other party. In the case of the Client, the Service Provider must acknowledge receipt of the change for it to be valid.





#### **11. No assignment**

The client cannot 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. The Service Provider is entitled to cede, assign, delegate or otherwise transfer the benefit or burden of all or any part of this agreement without requiring the prior consent of the client.

#### **12. Subcontracting**

The Service Provider is entitled to sub-contract its obligations under this agreement, does do so and is entitled to do so at any time.

#### **13. Non- solicitation**

The parties agree that neither party may, during the Initial Period, any continuing month-to-month period or within 12 (twelve) months of the termination of any period of this Agreement, engage, employ or otherwise solicit for employment whether directly or indirectly, any person who was a member of the staff of the Service Provider or who was an agent, appointee, representative or other person involved in the rendering of the Services in any manner whatsoever. To the extent that either party breaches this provision, the defaulting party must pay the innocent party a recruitment fee equal to 12 (twelve) times the gross monthly remuneration paid by the innocent party to the person concerned. Such amount shall be payable immediately upon commencement of such person's appointment with the defaulting party.

#### **14. Confidential information and Intellectual Property**

- 14.1 The Client agrees that any and all copyright, trademarks and other intellectual property rights remain the property of the Service provider.
- 14.2 Each party ("the Receiving Party") must keep 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 term of this Agreement.
- 14.3 The Receiving party agrees that, to properly protect the proprietary interests of the Disclosing party to its confidential information, subject to the necessity of giving the confidential information to their personnel involved in the provision of the services, or to their professional advisors, it will not at any time, whether during this agreement or after it ends, use any confidential information for any purpose other than to perform this Agreement.

#### **15. General**

- 15.1 This Agreement and its annexures are the entire agreement between the parties in respect of the Services and it replaces all prior agreements or arrangements between the parties in regard to the Services.
- 15.2 This Agreement is governed by the law of the Republic of South Africa and all disputes, actions and other matters relating to it will be determined in accordance with such law.
- 15.3 Save for the rights of variation given to the Service Provider in this Agreement, no other amendment or modification to this agreement will be effective unless in writing and signed by the parties.
- 15.4 No relaxation of time or forbearance given is a waiver of any term or condition of this agreement and no waiver of any breach will operate as a waiver of any continuing or subsequent breach.
- 15.5 Headings and sub-headings are inserted for information purposes only and are not to be used in the interpretation of this Agreement.





- 15.6 References to persons include reference to companies, corporations and partnerships and successors or permitted assigns; the singular includes the plural and vice versa; references to any one gender includes a reference to the others.
- 15.7 The expiration or termination of this Agreement does not affect any provisions of this agreement that expressly provide that they will operate after any expiration or termination or which of necessity must continue to have effect after the expiration or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.
- 15.8 The rule of construction that an agreement will not be interpreted against the party responsible for drafting or preparation of the agreement, does not apply.

#### **16. Changes to this Agreement**

Notwithstanding anything in this Agreement to the contrary the service provider has the right, in its sole discretion, to change any of the terms and conditions of this Agreement or the fees payable in accordance with it, by providing the client with 30 days' notice, published to the Client.





## SCHEDULE 1- PRICING SCHEDULE

### iHop

- A monthly subscription of R85.00 per month
- There is a minimum call out fee of 15 kilometres per trip
- Consumers to be charged @ R11.70 per kilometre

### iJoller:

- A monthly subscription of R255 per month.
- Consumers receive 25 free kilometres per month
- Minimum call out fee of 5 kilometres per trip
- Consumers to be charged @ R10,20 per kilometre

### iTour:

- A monthly subscription of R375 per month.
- Consumers receive 45 free kilometres per month
- Minimum call out of 15 kilometres per trip
- Consumers will be charged @ R8.30 per kilometre

### iTrek:

- A monthly subscription of R578 per month.
- Consumers receive 75 free kilometres per month.
- Minimum call out fee of 15 kilometres per trip
- Consumers will be charged @ R7.70 per kilometre

### iJourney:

- A monthly subscription fee of R678 per month.
- Consumers receive 99 free kilometres per month.
- Minimum call out fee of 15 kilometre per trip
- Consumers will be charged @ R6.78 per kilometre

### Additional Terms for all package options:

- Additional household members can be added to the iTour, iTrek & iJourney memberships. The charge for this additional service is R48 per additional person per month.
- Clients that decide to pay for the full year in advance are only charged for the initial 11 months and receive the 12<sup>th</sup> month free.
- An additional 10 % will be levied on the rate per kilometre if the fuel prices escalate by more than 30 %, calculated from the Start date,
- A surcharge of R110.00 will be charged on call outs that are booked for collection:
  - Mondays- Thursdays after 01h00
  - Fridays & Saturdays after 03h00
  - Sundays after 00h00
- The Call Centre will notify the Client of the arrival of and the exact location of the pick-up driver. The Client will have a period of 15 minutes to exit the venue and make his way to the driver. If the Client does not arrive inside the 15 min time period, the trip will be cancelled and the client shall be liable for the full fare as if taken by the driver to his ultimate destination. The Client must promptly notify the call centre 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 bookings/trip had it not been cancelled

CALL: 010 020 0777 FAX2MAIL: 086 6736 420  
EMAIL: info@i-trip.co.za WEB: www.i-trip.co.za