

## Scooter Angels Terms & Conditions- Individuals 1/02/2019

**Please Note: By joining Scooter Angels as a member you are indicating your acceptance of the below Terms & Conditions**

### 1 Definitions

- 1.1 The "Service" means the chauffeur service rendered by Scooter Angels to the Member in terms of this Agreement;
- 1.2 "Service call out" means the action in which the Member contacts our call centre and requests the Service from a Collection Point to the Drop Off Point;
- 1.3 "Monthly Membership Fee" means the membership fee payable on a monthly basis as outlined in the Rates Schedule
- 1.4 "Pre Booking" means a Service Call Out made more than 3 hours prior to the required collection time;
- 1.5 "Ad Hoc Booking" means a Service Call Out made less than 3 hours prior to the required collection time;
- 1.6 "Operating Hours" means: Monday to Tuesday from 19:00 until Midnight; Wednesday & Thursday from 19:00 until 2:30am (on the following day); Friday from 16:00 until 2:30am & Saturday from 16:00 until 3:30am (on the following day) and on Sunday & Public Holidays from 15:00 until Midnight;
- 1.7 "Collection Point" means the address from which the Member requests to be collected for the purposes of using the service;
- 1.8 "Collection Time" means the time the member has stipulated for collection
- 1.9 "Driver" means a person employed by Scooter Angels as a chauffeur;
- 1.10 "Service Area" means the geographical area in which Scooter Angels provides the service, as outlined on the website [www.ScooterAngels.co.za](http://www.ScooterAngels.co.za) from time to time;
- 1.11 "Drop Off Point" means the address where the Member requests to be dropped off on completion of the Service;
- 1.12 "Member" means the person who enters into this agreement with Scooter Angels;
- 1.13 "Secondary Member" means an individual, being a spouse or direct dependent of the member (living within the same household as the member) whom the Member nominates to use the Service in terms of this agreement;
- 1.14 "Members vehicle" means the vehicle the Member requires the Driver to operate;
- 1.15 The "Agreement" means this agreement together with the Rates Schedule;
- 1.16 The "Rates Schedule" means the schedule in which all the charges and applicable fees in respect of the Service are set out;
- 1.17 Scooter Angels means Scooter Angels Pty Ltd (reg. no 2013/116579/07). Formally a CC (CK 2010/138621/23)

### 2 Service Provided

- 2.1 Scooter Angels herewith undertakes to provide the Service to the Member during the Operating Hours and within the Service Area.
- 2.2 The Member undertakes to provide his full co-operation in order for Scooter Angels to carry out the Service. The member acknowledges that this understanding is a material term of this agreement.
- 2.3 The Service will be provided as follows:
- 2.3.1 The Member must contact the Scooter Angels call centre to log a Service Call Out.
- 2.3.2 Scooter Angels will attend to the Service Call Out.
- 2.3.3 The Member will only be transported from the Collection Point to the Drop-Off Point in a motor vehicle provided by the Member. Under no circumstances will any person/passenger be transported in the Scooter Angels following vehicle.
- 2.3.4 In the event where the member would like to be collected from outside the normal operating area Scooter Angels reserves the right to decline the service call out or to charge an additional surcharge for travelling outside the normal operating area.

- 2.3.5 Service call outs must be logged with the Scooter Angels call centre at least 1 hour prior to the closure of the Scooter Angels call center, the Operating Hours of which are outlined in 1.6 above;
- 2.3.6 The Member is obliged to remain contactable by the Call Centre after logging a Service Call Out and provide access to the Driver to enter the Collection Point.
- 2.3.7 The Member shall ensure that Scooter Angels personnel have clear and unimpeded access to the Collection Point at all times relevant to the execution of the Service.
- 2.3.8 Upon arrival of the Driver at the Collection Point, he shall wait for a period of 15 (fifteen) minutes, allowing the member time to make his way to the specified collection point. The Member is obliged to keep a lookout for the Driver at the Collection Point. Upon expiry of the 15 (fifteen) minutes, the Driver shall be entitled to leave the Collection Point without the Member. Scooter Angels shall be entitled to charge the Member for the minimum trip fee applicable to his/her membership package, as outlined in the Rates Schedule.
- 2.3.9 Ad Hoc bookings are taken subject to availability. The waiting time from the Service Call Out until the Collection Time could take up to 3 hours, so it's advisable to pre book our service whenever possible.
- 2.3.10 The Member may be required to produce acceptable proof of identification when using the Service.
- 2.3.11 Cancellations are only accepted with at least one hour notice and should only be deemed accepted, once acknowledgement of receipt of the request has been confirmed by Scooter Angels. Should the Member cancel the Service with less than 1 (one) hour notification before the booked Collection Time, not honour the booking request or not be present at the collection point at the appointed time, the Member shall be liable for a cancellation fee as per the Rates Schedule
- 2.3.12 In respect of Service Call Outs booked for Christmas Eve (24 December), Christmas Day (25 December), Boxing Day (26 December), New Year's Eve (31 December) and New Year's Day (1 January), no Ad Hoc bookings will be accepted and the Service must accordingly be Pre-booked. Pre-bookings are taken on a first come first service basis and will close once the available number of bookings, as determined by Scooter Angels has been made. Surcharges and condition of prepayment may apply to bookings made for these days by members.

### 3 Secondary Members

- 3.1 Secondary Members are required to accept the Scooter Angels standard terms and conditions of service, including indemnifying Scooter Angels on similar terms as contained in clause 8 (eight) below before making use of the Service
- 3.2 The Member undertakes to pay all charges incurred by the Secondary Member or any additional members in using the Service, as set out in the Rates Schedule.

### 4 Charges & Payment for the Service

- 4.1 Members shall pay monthly in advance, the monthly subscription charge as set out in the Rates Schedule.
- 4.2 The Member shall pay monthly in arrears, the total charges incurred by the member in respect of the services rendered as set out in the Rates Schedule;
- 4.3 All fees and other charges set out in this agreement are exclusive of Value Added Tax (VAT) or similar tax, which will be added to all invoices, if applicable (currently VAT exempt).
- 4.4 Scooter Angels may periodically increase the Monthly Membership Fee, Charges (such as per km charge) or Packages and amend the Terms & Conditions of this Agreement without directly informing the member.
- 4.5 It is the member's responsibility to ensure they are aware of current costs and rates via the Scooter Angels website – [www.scooterangels.co.za](http://www.scooterangels.co.za)
- 4.5 The member will be liable for an annual administration fee in the amount of R99 upon sign-up which will be included in the first debit order deduction. The R99 annual administration fee will thereafter be payable every subsequent year and will

automatically be added to the member's outstanding amount during the month the member joined the service.

## 5 Debit Order Instructions

**Abbreviated name as registered with the bank:**  
**SCOOTER AN**

5.1 This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorize you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

5.2 The Member hereby authorizes Scooter Angels to debit the Member's bank account on the last working day of each month (but no sooner than the 28<sup>th</sup> day of any month) as deemed suitable by Scooter Angels, in an attempt to further ensure the successful debit of the monthly membership and service fees incurred. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account;

5.3 I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

5.4 **MANDATE** I / we acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.

5.5 **CANCELLATION** I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

5.6 **ASSIGNMENT** I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

## 6 Duration of Agreement

6.1 This Agreement will be effective from date of the member's online signup via the Scooter Angels website and shall remain in force on a month-to-month basis, subject to either party's right to cancel the agreement with one calendar month's written notice.

6.2 The Member acknowledges that Scooter Angels is a demand driven business that is required to manage its operational resources depending on the number of members at any given time. The Member acknowledges that the Monthly Membership Fee is integral in covering Scooter Angels costs to maintain the required operational resources.

## 7 Cancellation of the Agreement

7.1 Scooter Angels reserves the right to terminate this

Agreement should the member default on their Monthly Membership Fee or any outstanding amount owed in respect of trips undertaken on the member's behalf. In the event of termination the Member will forfeit all rights to their Scooter Angels membership during that period over which the debit proved to be unsuccessful or upon non-payment of the Monthly Membership Fee or Service Call Out fee as outlined in the Rates Schedule.

7.2 Scooter Angels may at its sole discretion deem a Member's membership to have lapsed upon the non-payment of the Monthly Membership Fee or Service Call Out fee and may reactivate/terminate the membership unless notified to the contrary by the Member.

7.3 The Member may terminate this agreement at any time by giving one calendar months' written notice to Scooter Angels. The Member must cancel their membership by contacting Scooter Angels via email - [info@scooterangels.co.za](mailto:info@scooterangels.co.za). Cancellations will only be valid once Scooter Angels has acknowledged receipt. If cancelled within 6 months of joining, the member will be liable for an early cancellation fee of R250.00

7.4 The parties expressly agree that Scooter Angels has the right to terminate this Agreement at any stage, at its sole discretion, on 7 (seven) business days' written notice to the Member. In the event of Scooter Angels terminating this agreement, the Member shall be refunded any advanced payments already paid by the Member on the date of such termination.

## 8 Indemnity

8.1 Scooter Angels undertakes to take reasonable care in providing the Service.

8.2 The Member expressly acknowledges that the Service is inherently risky and accordingly agrees to indemnify Scooter Angels from being held responsible or liable for any material damage to property, directly or indirectly, consequential or otherwise arising from the Service .

8.3 The Member hereby irrevocably indemnifies Scooter Angels, its directors, employees and sub-contractors against any claim for material damages to property 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 Scooter Angels, its directors or employees.

8.4 The Member expressly acknowledges that the Service is for the Member's use only.

8.5 Scooter Angels does not warrant the Service to the Member in case of unforeseen eventualities.

8.6 The Member warrants that the appropriate insurance cover is in place in respect of the Member's motor vehicle or any vehicle that the member may utilize or be a passenger in when making use of the service and extends to alternate drivers and alternate drivers under the age of 25 so as to include any Scooter Angels representative providing the Service.

## 9 Outstanding Charges

9.1 The Member agrees to pay any costs incurred by Scooter Angels for the collection of outstanding monies owed to Scooter Angels by the Member including all legal charges on the scale as between attorney and own client.

9.2 Where payment of any amount due is not made on due date, Scooter Angels may charge interest on the outstanding amount at the maximum rate allowed by law.

9.3 The member will be charged a fee of R65 should the debit order not be honored.

9.4 Scooter Angels reserves the right to suspend the membership in case payment has not been received by the 7<sup>th</sup> of any month. A reactivation surcharge in the amount of R95 will be charged in cases where the membership has been suspended due to non-payment.

## 10 Cession

10.1 The parties hereby agree that Scooter Angels is entitled to cede any part or all of its obligations under the Agreement, including and without limiting the generality of the aforementioned, 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 Domicilium Citandi Et Executandi**

11.1 The parties choose as their *domicilium et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

11.2 Scooter Angels – A7 Edgemean Business Park, Southdale Road, Edgemean, Cape Town, 7441..

11.3 The Member – the email address and or cell phone number for short message service notification as provided by the Member under Member Details in this Agreement

## **12 General**

12.1 The Member consents to Scooter Angels sending various communications including invoices and statements through various means including but not limited to email, SMS and telephonic to the contact details as provided by the Member in this Agreement.

12.2 The Member hereby agrees that Scooter Angels 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 Scooter Angels to any third party, of any information, including personal information pertaining to the Member to the extent that any such disclosure is necessary for the conduct of Scooter Angels business, or is required by any relevant statute or regulation.

12.3 As the service provider under the Agreement, Scooter Angels shall be entitled to sub-contract its obligations under this Agreement provided that the sub-contracted service provider shall be liable to the Member for the performance of the Service.

12.4 Quotes are always on an estimated basis, unless specified in writing. Total kilometers travelled can only be determined 100% once a trip has been completed. The kilometers travelled according to the odometer reading is the reading that will be used in order to determine final cost.

12.5 Notwithstanding any other provision contained herein, Scooter Angels will apply the strictest privacy and security measures to ensure that the Member's rights to privacy are protected, thereby ensuring that it complies, at the very least, with all relevant data protection legislation, including the Protection of Personal Information Act no. 4 of 2013