

## **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 "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 Booking with 1 (one) hour notification;
- 1.5 "Operating Hours" means: Monday to Tuesday from 19:00 until 23:00; Wednesday & Thursday from 19:00 until 3:30am (on the following day); Friday & Saturday from 16:00 until 3:30am (on the following day) and on Sunday & Public Holidays from 16:00 until 23:00;
- 1.6 "Collection Point" means the address from which the Member requests to be collected for the purposes of using the service;
- 1.7 "Collection Time" means the time the member has stipulated for collection (provided this collection time takes into consideration a 1 (one) hour notification period);
- 1.8 "Driver" means a person employed by Scooter Angels as a chauffeur;
- 1.9 "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;
- 1.10 "Drop Off Point" means the address where the Member requests to be dropped off on completion of the Service;
- 1.11 "Member" means the person who enters into this agreement with Scooter Angels and uses the service;
- 1.12 "Members vehicle" means the vehicle the Member requires the Driver to operate;
- 1.13 The "Agreement" means this agreement ;
- 1.14 Scooter Angels means Scooter Angels CC (CK 2010/138621/23)

## **2 Service Provided**

- 2.1 Scooter Angels 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.
  - 2.3.4 Service call outs must be logged with the Scooter Angels call centre at least 1 (one) hour prior to the closure of the Scooter Angels call center, the Operating Hours of which are outlined in 1.6 above;
  - 2.3.5 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.
  - 2.3.6 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.
  - 2.3.7 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 a Service Call Out cancellation fee.
  - 2.3.8 Scooter Angels will endeavor to arrive at the Collection Point within 1 (one) hour after receipt of notification.
  - 2.3.9 The Member may be required to produce acceptable proof of identification when using the Service.
  - 2.3.10 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 or not honour the booking request, the Member shall be liable for a Service Call Out cancellation fee
  - 2.3.11 In respect of Service Call Outs booked for Christmas Eve (24 December), Christmas Day (25 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 Indemnity**

- 3.1 Scooter Angels undertakes to take reasonable care in providing the Service.
- 3.2 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 .
- 3.3 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.
- 3.4 The Member expressly acknowledges that the Service is for the Member's use only.
- 3.5 Scooter Angels does not warrant the Service to the Member in case of unforeseen eventualities.
- 3.6 The Member warrants that the appropriate insurance cover is in place in respect of the Member's motor vehicle and extends to alternate drivers and alternate drivers under the age of 25 driving the Member's motor vehicle, so as to include any Scooter Angels representative providing the Service.

## **4 Cession**

- 4.1 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.

## **5 Domicilium Citandi Et Executandi**

- 5.1 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:
  - 5.2 Scooter Angels –159 Millennium Business Park, Edison Way, Century City, Cape Town.
  - 3.3 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

## **6 General**

- 6.1 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.
- 6.2 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.