

CHAUFFEUR TRANSFER / FLEXI-DRIVE SERVICE

CHAUFFEUR DRIVER RESPONSE FORM			
Trip Starting Time:		Trip Start KM's:	
Trip Finishing Time:		Trip Finishing KM's	
Comments:			
CUSTOMER RESPONSE FORM			
Customer Collection Time:		Customer Collection KM's:	
Customer Drop-off Time:		Customer Drop-Off KM's:	
Chauffeur on Time:		Safe?	
Comments:			

TERMS AND CONDITIONS

1. DEFINITIONS / INTERPRETATION

In this agreement, except where the context indicates otherwise:

- 1.1. "Additional Equipment" means equipment that is not factory fitted to the Vehicle, including but not limited to navigation systems, baby seats, roof and/or bicycle racks etc. as specified in clause 11 of the Schedule;
- 1.2. "Alternate Vehicle" means the replacement vehicle specified in clause 8 of the Schedule, or any other replacement vehicle authorised by the Company whether or not such Alternate Vehicle was authorised or approved by the Customer;
- 1.3. "Chauffeur" means such person who is duly provided and authorised by the Company to drive the Vehicle as reflected on the Schedule overleaf;
- 1.4. "Company" means Kenings Car Van and Truck Hire (Pty) Ltd (Registration No: 1999/027903/07);
- 1.5. "Customer" means the corporate entity and/or person's name which appears on the Service Agreement as the Customer on the Schedule overleaf, whether acting on his/their own behalf or in his/their capacity as agent or any other capacity for a third party or parties;
- 1.6. "Credit Application" means an application for credit submitted by the Customer to the Company upon the terms contained thereon, which is subject to written approval by the Company;
- 1.7. "Damage(s)" means in relation to the Vehicle or third party damage, the actual costs including but not limited to towing, transporting and storage of the Vehicle, repairing of damage, replacement of parts or accessories, assessor's costs, or any other charges incurred related to an incident of any nature;
- 1.8. "Flexi-Drive" means a transport service for a period of time at the Customer's disposal;
- 1.9. "Service Agreement" means the Schedule and these terms and conditions, which signed either physically or electronically by the Customer, shall be binding upon the parties;
- 1.10. "Service Period" means the period when the Vehicle is provided to the Customer and the return date of the Vehicle as reflected in clause 9 of the Schedule, or any extended period as agreed to by the Company;
- 1.11. "Service" means the chauffeur driven services, whether consisting of a Transfer and/or a Flexi-Drive;
- 1.12. "Schedule" means the Customer, Vehicle and Service information contained on the face of this Service Agreement;
- 1.13. "Transfer" means a pickup service offered by the Company from one point and drop-off at the pre-determined destination;
- 1.14. "Vehicle" means the vehicle as specified in clause 7 of the Schedule including any Alternate Vehicle which has been officially authorised by the Company;
- 1.15. The singular shall include the plural and vice versa, pronouns of gender shall include those of other gender and natural persons shall include legal and juristic persons and vice versa;
- 1.16. If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it may only be stated in the definition clause, effect shall be given to it as if it was a substantive provision in the body of the terms and conditions.

2. SERVICES PROVIDED

- 2.1 The parties agree that the Company provides the Chauffeur driven Vehicle Services to the Customer and Additional Equipment (where applicable), subject to the terms and conditions set out in this Service Agreement, with the Customer agreeing to be bound thereto.
- 2.2 The Company reserves the right to terminate the Service Agreement and/or Services for any reason whatsoever, including but not limited to any breach of this Service Agreement, or if it is established that the Customer has made a misrepresentation to the Company in connection with, or relating to, the conclusion of this Service Agreement.
- 2.3 The Company and Chauffeur shall endeavor to adhere to the Customer's pre-arranged itinerary, pick-up and drop-off times, however the Company shall not be held responsible for any loss or inconvenience from delays and prolonged journey durations due to circumstances beyond their control, which includes but is not limited to traffic, road works, accidents, breakdowns, or weather conditions.

3. SERVICE RATES AND CHARGES

- 3.1 The Customer agrees to pay the Company the Service rates plus all other charges and fees opted for or utilised by the Customer as set out in the Schedule to the Service Agreement until the Vehicle is returned to the Company, including but not limited to miscellaneous charges, airport surcharges, fuel, toll fees, parking, valet costs, Damages, extra kilometers, all taxes payable (whichever are applicable);
- 3.2 Flexi-Drive bookings are calculated for an agreed time period with limited kilometers, extra kilometers to be charged at the rate specified on the Schedule.
- 3.3 Transfers are calculated on a pre-determined route with a pre-agreed pick-up and drop-off point, with route deviation kilometers to be charged at the rate specified on the Schedule.
- 3.4 The Chauffeur's meals and accommodation during the Service is for the Customer's account.
- 3.5 The Customer shall be liable for any cancellation of a booking not made within 24 (twenty-four) hours of the intended Service.
- 3.6 In determining the charges for the distance travelled by a Vehicle (where applicable) reference shall be made to the Vehicle's odometer reading, and if not possible for any reason, by the Company in its sole discretion.
- 3.7 Should a Vehicle in the Company's sole discretion require valet cleaning after the Service is rendered, the valet charges will be billed directly to the Customer's account or credit/debit card;
- 3.8 If any amount is not paid on due date, the Company may without prejudice to its rights charge mora interest on the overdue amount at the applicable prescribed legal rate;
- 3.9 A certificate of any director, manager or accountant of the Company as to any amount owed by the Customer to the Company shall constitute prima facie proof of the amount due;
- 3.10 In the event that a Credit Application is approved by the Company, then the terms of such Credit Application, as read together with this Service Agreement, shall be deemed to be binding upon the Customer.

4. SERVICE REQUIREMENTS AND PAYMENT

- 4.1 The Customer is required to provide the following upon signature of the Service Agreement:-
 - 4.1.1 The Company's approved method of payment, or other bank issued credit/debit card, together with an imprint of the card on pre-authorisation;
 - 4.1.2 The Customer's details as provided for in the Schedule to the Service Agreement;
 - 4.2 All payments are due on demand, but at the latest on expiry of the Service Period (unless otherwise agreed in writing). All charges shall be payable by the Customer by credit/debit card, unless the Customer has an account with the Company or the amount is payable in advance;
 - 4.3. The Customer remains liable for payment of all amounts not paid or settled in full by the issuer of the credit/debit card and the Customer shall not be entitled to deduct or withhold any payments due in terms of the Service Agreement for any reason whatsoever;

- 4.4 In the event that the Company has agreed to accept payment of any amount in terms of the Service Agreement by credit/debit card, the Customer's signature on the Service Agreement shall constitute authority for the Company to obtain authorisation and/or payment. The signature shall also constitute authority for the issuer of the card to debit the card holders account with the total amount due to the Company, including any Damages suffered to the Company as a result of the Customer's / passengers actions.

5. VEHICLE'S USE AND SAFETY

- 5.1 The Vehicle may only be driven by the Chauffeur.
- 5.2 In the event of the Vehicle having seven (7) seats and above, the Chauffeur may by law not exceed a speed of 100km/h.
- 5.3 The Chauffeur shall drive the Vehicle at reasonable speeds in relation to the prevailing road type and conditions and on the route of travel as determined in his sole judgement and the Customer shall not be entitled to request that the Chauffeur exceeds such speed limits or makes use of alternative routes of travel.
- 5.4 The Customer and any other passenger must wear a safety belt before the Vehicle is set in motion and the Chauffeur will not drive the Vehicle where the passengers in transit are not wearing safety belts and children under the age of three (3) years are not fastened into baby seats.
- 5.5 All Additional Equipment, including baby or booster seats supplied by the Company are to be fitted by the Customer / passengers at the time of pick up and in the interests of safety will not be fitted by the Chauffeur or the Company.
- 5.6 The Vehicle may not be used for any illegal and/or unlawful activities, or any other form of high-risk activities. No corrosive, noxious, hazardous, flammable, explosive, radioactive or other dangerous goods and/or materials may be transported in Vehicle.
- 5.7 The number of passengers allowed per Vehicle shall be limited to the authorised seating capacity for such Vehicle, with children and infants deemed to be passengers.
- 5.8 The Customer is responsible when reserving the Vehicle to ensure that the Vehicle has sufficient space and weight allowance to accommodate the intended luggage to be transported and the Chauffeur has the right to refuse any luggage which would exceed the Vehicle's loading capacity.
- 5.9 The Chauffeur may elect to terminate the Service with no reimbursement in the event of any unacceptable behavior by the Customer / passengers, which includes but is not limited to: refusal to wear safety belts, attempting to exceed the maximum permitted number of passengers, smoking in the Vehicle, causing damage to the Vehicle, being under the influence of excessive alcohol or under the influence of, or in possession of, illegal substances, aggressive or abusive behavior, being a danger to themselves or others, being excessively rowdy, or being in any way unfit to travel.

6. INDEMNIFICATION OF THE COMPANY BY THE CUSTOMER & PASSENGERS

- 6.1 Neither the Company nor any of its shareholders, directors, officers, or employees shall be liable for any loss or damage whether direct, indirect, as a result of, or otherwise arising from the Services provided and/or Additional Equipment provided to the Customer, provided that such loss or damage was not caused as a result of the gross negligence of the Company, its shareholders, directors, officers or employees. The loss or damage includes, but are not limited to, any loss or damage to property left or transported in the Vehicle, or any injury or loss of life;
- 6.2 The Company, its shareholders, directors, officers, and employees are accordingly indemnified by the Customer, and/or passengers, or his estate(s) against any claim(s) of any nature whatsoever and howsoever arising for any damage and loss which might be instituted against it arising from, or connected with, the Services and/or Additional Equipment leased as contemplated in this Service Agreement.

7. GENERAL

- 7.1 This Service Agreement contains the entire agreement between the parties, and the Company shall not be bound by any undertakings, representations, warranties, promises, or the like not recorded herein. Any clause which is declared unenforceable or invalid, for any reason whatsoever, by a competent Court, shall be severable from the remaining provisions of the agreement and shall not affect the validity of these provisions.
- 7.2 No variation, alteration, or addition to, or omission from, or cancellation of this Service Agreement is valid/binding unless recorded in writing and signed by all parties.
- 7.3 The Customer chooses the address stated on the Schedule of the Service Agreement as its chosen domicile address at which all notices and legal proceedings may be served.
- 7.4 The parties consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act 32 or 1944, notwithstanding the subject matter or cause of action involved, or in the event that the claim may exceed the jurisdiction of the Magistrate's court.
- 7.5 This Service Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 7.6 In the event that the Company incurs legal expenses in recovering any monies due to it from the Customer or any other person arising from this Service Agreement, the Customer will be liable for any costs and expenses incurred in doing so, on the attorney and own client scale, including but not limited to collection commission and tracing fees.
- 7.7 If the Customer is not the passenger, then and in that event, without in any way derogating from the Customer's obligations in terms of this Service Agreement, the Customer and passenger/s may be liable to the Company, jointly and/or independently for all and any amounts owing under or in terms of this Service Agreement, including but not limited to Damages.
- 7.8 The Customer hereby consents and authorises the Company or its nominated representative to undertake any enquiry the Company deems fit about the Customer's credit and/or criminal record with any credit bureau, credit agency and/ or other third parties to confirm details of the Customer as and when the need arises.

Name & Surname: _____

Signature: _____

Date: _____