



SUBSCRIBER AGREEMENT

Entered into between
The Sober Chauffeur cc (2009/193956/23)
(Hereinafter referred to as "The Sober Chauffeur")
And

.....

(Hereinafter referred to as "The Client") Whose further particulars are as follows:
PLEASE COMPLETE IN BLOCK/CAPITAL LETTERS:

Address:		
Tel Home:	Cell Phone:	
Tel Work:	Email Address:	
Vehicle Registration #:	Manual :	Automatic:
Vehicle Make:	Vehicle Model:	

Payment Detail: Authority for the Debiting the Specified/Provided Bank Account

Payment Method - Debit Order <input type="checkbox"/>	Credit Card <input type="checkbox"/>	Master Card <input type="checkbox"/>	Visa <input type="checkbox"/>	Other <input type="checkbox"/>
Name of Account/Card Holder		Name of Bank:		
Account / Card Number		Expiry date of Card:		
Type of Account		Branch code:		

I hereby instruct and authorize "The Sober Chauffeur" to debit my account with the total amount owing by me each month under this agreement.

Membership options (Please tick)

CPT	JHB	PTA	DBN
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Safeway Individual _____ Teen Express _____

Safeway Corporate _____ Other _____

DECLARATION

I hereby declare that I have read, understand and agree to the following conditions:

1. To the terms and conditions of the Sober Chauffeur Service Agreement, the Joining Fee and the Pro Rata Fee.
2. That the said Service Agreement will become effective and commence on the date of acceptance thereof by the Sober Chauffeur cc;
3. That I will be bound by the said Service Agreement;
4. To the applicable Sober Chauffeur Tariff Plan that will form part of this Agreement.
5. That I am authorized and capable of signing and entering into this Agreement.

Particulars	
ID number:	VAT Number:
Date:	
SIGNATURE:	

1. SERVICE PROVIDED

The Sober Chauffeur ("TSC") herewith undertakes to render a service to the Client consisting of a chauffeuring service that will operate as follows:

- 1.1 The Client will request the service by lodging a service callout with TSC by calling the Customer Service Number.
- 1.2. The Client will be collected by a TSC representative at the specified address ("Pick-up address") as supplied by the Client.
- 1.3. The TSC representative will only transport the Client in the Client's own motor vehicle to the Client's destination.
- 1.4. The Client may be provided with an identification card in order to facilitate the use of TSC's service.
- 1.5. On arrival at the Pick-up address, the Sober TSC representative will wait for a period of fifteen (15) minutes for the Client. If the Client has failed to utilize the requested service within this time, The TSC representative will be entitled to leave the Pick-up address without further notification to the Client. Furthermore, TSC will be entitled to charge the Client a Cancellation Fee.
- 1.6. In the event of the Client wishing to pre-book a specific collection time, TSC requires the booking to be lodged at least two (2) hours prior to the requested time of collection by TSC. In respect of all other service callouts the Client undertakes to allow TSC a minimum period of thirty (30) minutes from the time the Client requested the Chauffeur Service up until the time the Client is collected by TSC. Due to possible unforeseen circumstances TSC cannot guarantee a time when they will Pick-up and Deliver a Client, but will do their best to adhere to agreed time schedule.
- 1.7. TSC's services are only available during the hours specified by TSC as amended from time to time.
- 1.8. TSC's services are only available within the geographical areas determined by TSC and amended from time to time.
- 1.9. Any Call Outs cancelled by the Client will be charged at the applicable Call Out Charge.

2. NOMINATED FAMILY MEMBERS

- 2.1. Nominated family members may be substituted by the Account Holder by way of written notice to TSC. The substituted family member must sign the Indemnity Agreement before he/she may use the service.
- 2.2. Nominated family members may be added to an account by purchasing additional packages. Each additional family member will be required to sign the Indemnity Agreement before being authorized to make use of the service.

3. CHARGES AND PAYMENT FOR SERVICES

- 3.1. The Client shall pay to TSC:
 - 3.1.1. The monthly Subscription Charges and the applicable Package Charges shall be paid monthly in advance.
 - 3.1.2. The total charges incurred by the Client in respect of services rendered exceeding the applicable Package Unit Allowance shall be paid on a monthly basis on the last business day of each month.
 - 3.1.3. Value Added Tax will be added on all taxable charges and services at the applicable rate. All charges, unless otherwise indicated, will exclude VAT.
 - 3.1.4. Should a pick-up be required outside of our operating hours, pre-booking is essential. For a pick up from 2am, these must be booked at least 2 hours before the call centre closes, ie by midnight (00:00). A R60.00 surcharge to the client's account is applicable for pickups outside of our operating hours.
- 3.2. the charges payable by the Client for the provision of the service shall be stipulated in any notice, directive or applicable tariff plan issued or derived by TSC from time to time and The contents of such notice, directive or tariff plan including the charges stipulated therein shall be deemed to be incorporated in this agreement as if specifically set out therein.
- 3.3. The Client hereby accepts the service charges, as enclosed herein, in respect of TSC's services and further consents to TSC amending the tariffs from time to time. The Sober Chauffeur will endeavour to give prior notice to the Client of any such amendments.
- 3.4. Any request to migrate from one package to another has to be in writing. The granting thereof will be in the sole discretion of TSC.
- 3.5. Notwithstanding anything else contained in this Agreement, TSC may immediately suspend providing the service to the Client in the event where the Client breach any terms of this Agreement.
- 3.6. Interest at a rate of 15,5% p/a may be charged by TSC on any late payments.

4. DEBIT ORDER INSTRUCTION

The Client hereby authorizes TSC to draw against his/her bank account or credit card account, all charges incurred in respect of services rendered by TSC in accordance with the applicable tariff as amended from time to time. All such withdrawals from the Client's bank account shall be affected by no sooner than the 28th day of every month and not later than the 3rd day of the month following the month during which the services were rendered. All such withdrawals from the Client's bank account shall be treated as though they had been signed by the Client personally. The Client undertakes to pay any bank charges and processing costs relating to this debit order instruction.

5. DURATION OF AGREEMENT

This Agreement shall commence on the date of signature hereof and shall remain effective for twelve (12) months from that date.

6. EXPIRY OF THE AGREEMENT

6.1. Upon the expiry of the initial period or subsequent renewal period of the Agreement, the Agreement will be automatically renewed for a further period equal to the initial period. The renewal of the Agreement is subject to the condition that cancellation can be effected by either of the parties by serving one month's written notice on the other. This notice has to be received no later than thirty (30) days before the expiry date of the initial duration period or subsequent renewal period.

6.2. The parties hereby expressly agree that TSC has the right to terminate this Agreement at any stage, at its sole discretion, by giving one month's written notice to the Client. In the event of TSC terminating this Agreement, the Client will be refunded for any advanced payments already made by the Client as calculated on the date of such termination.

7. INDEMNIFICATION

7.1. The Client hereby expressly agrees to indemnify TSC, its directors, members, shareholders, employees and contract workers:

7.1.1. From being held responsible or liable for any damage, death, loss or injury, directly or indirectly, consequential or otherwise, arising from the services rendered by TSC.

7.1.2. Against any claim that may be instituted against any one or more of the passengers transported together with and on request of the Client.

7.1.3. However, this clause does not apply where TSC, its directors, members, shareholders, employees or contract workers conducted themselves in a gross negligent manner or the prejudice to the Client was a result of their intentional conduct.

7.2. The Client hereby guarantees that his / her motor vehicle is adequately covered by an insurance policy. He / she therefore indemnifies TSC, its directors, members, shareholders, employees and contract workers from being responsible for any expenses or claims that should have been covered by the applicable insurance policies.

7.3. Furthermore, the Client guarantees that his / her insurance cover extends to alternate drivers as well as alternate drivers under the age of 25 driving the Client's motor vehicle so as to include any The Sober Chauffeur representative providing the services.

7.4. The Client hereby declares that the information reflected in the Subscriber Details included in this Agreement is true and correct and that this information forms the basis of this Agreement. The Client furthermore agrees that TSC will be entitled to immediately and without prejudice to any other rights that it may have according to this Agreement, terminate this Agreement should the information be found to be incorrect in any respect. In case of such an occurrence, the Client agrees to indemnify TSC against any harm of prejudice.

8. OBLIGATIONS OF THE PARTIES

8.1. TSC hereby undertakes to endeavour to take all reasonable care in providing the services referred to in clause 1.

8.2. The Client expressly acknowledges that the services rendered by TSC in terms of this Agreement will be for the Client's use only.

8.3. The Client undertakes to provide his full co-operation to the TSC representative in rendering the services despite the Client's possible intoxication.

8.4. The Client will ensure that the TSC representative shall have clear and unimpeded access to the Pick-up address as well as the Destination address (Drop-off address) at all relevant times to enable and assist the TSC representative in his / her effective execution their services.

9. CESSION

The parties hereby agree that TSC is entitled to assign and/or cede any part of or all its rights and/or obligations under this contract, including but without limiting the abovementioned, its obligations to render services in terms of this contract.

10. LEGAL COSTS

The Client shall pay to TSC all legal costs, as between attorney and client, incurred by TSC in respect of any legal steps taken by it against the Client to enforce any of the Client's obligations in terms of this Agreement.

11. UNIMPEDED ACCESS

The Client shall ensure that The Sober Chauffeur personnel have clear and unimpeded access to the premises & all times relevant to the execution of the service referred hi paragraph 1.

12. CESSION

The parties hereby agree that The Sober Chauffeur is entitled to cede any part of or all its obligations under this contract, including and without limiting the generality of the a foregoing, its obligations to render services in terms of this contract and that it shall have the right to assign any or all of its rights acquired in terms of this contract at any time and to any entity.

13. COMPLETE AGREEMENT

This Agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained herein shall be of any force or effect. No variation of this Agreement shall be of any force or effect unless in writing and duly signed by both parties.

14. GENERAL

14.1. The Client hereby consents to TSC sending informative email, to the e-mail address provided. The Client will have the option to opt-out from receiving this email messages at any time.

14.2. The Client hereby consents to TSC conducting an investigation into the creditworthiness of the subscriber utilizing the information provided, which information the Client warrants to be true and correct.

The Client agrees that should such information be false or incorrect in any aspect, then TSC shall be entitled to immediately, and without prejudice to any other rights that it may have, terminate this Agreement.

14.3. The Client hereby agrees that TSC may, in addition to any of its other rights in terms of this Agreement or otherwise, list any information regarding default payments by the Client with any Credit Information Bureau. The Client furthermore agrees to the disclosure of any information pertaining to the Client or this Agreement by TSC to any third, to the extent that such disclosure is necessary for the conducting of TSC's business, or is required by any relevant statute, regulation or license.

14.4. The Client agrees that this Agreement and in particular the pages containing the Subscriber Details, may be scanned and the paper version destroyed. The Client hereby agrees that the scanned version will then serve as the original and waives his/her/its right to dispute the authenticity of the scanned version.

14.5. The Client accepts that this Agreement is concluded between the Client and the applicable regional entity, trading as The Sober Chauffeur. The applicable regional entity is determined with reference to the region in which the Client permanently resided at the time of concluding this Agreement.

14.6. The parties agree to the jurisdiction of the Magistrate's Court in connection with any action or suit arising from this Agreement or the cancellation thereof.

14.7. Should two or more people sign this Agreement as the Client, the said persons shall be held liable jointly and severally for the due performance of their obligations in terms of this Agreement.

14.8. No indulgence which either party [the grantor,'] may grant to the other [the granted'] shall constitute a waiver of any of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.