

1 DEFINITIONS

- 1.1 "the Service" means the chauffeur service rendered by Good Fellas to the Member in terms of this Agreement;
- 1.2 "Service Call Out" means the action by which the Member calls the Call Centre at the National Customer Service Number of 0861433552 and requests the Service from the Collection Point to the Drop Off Point;
- 1.3 "Pre Booking" means a Service Call Out made at least two (2) hours prior to the Collection Time requesting a specific Collection Time;
- 1.4 "Ad Hoc Booking" means a Service Call Out by a Member requesting the next available Driver during Standard Operating Hours;
- 1.5 "Call Centre Hours" means from 8h00 (am) to 2h00 (am) the following day from a Monday to a Friday, from 14h00 (pm) to 2h00 (am) the following day on a Saturday and from 16h00 (pm) to 2h00 (am) the following day on a Sunday and on public holidays;
- 1.6 "Standard Operating Hours" means from 17h00 (pm) to 2h00 (am) the following day 7(seven) days a week;
- 1.7 "Collection Point" means the address at which the Member requests to be collected for purposes of using the Service;
- 1.8 "Collection Time" means the time at which the Driver arrives at the Collection Point;
- 1.9 "Driver" means a person employed by Good Fellas as a chauffeur;
- 1.10 "Drop Off Point" means the address where the Member requests to be dropped off on completion of the Service;
- 1.11 "Service Area" means the geographical area within which Good Fellas provides its service, which may be extended by Good Fellas from time to time as posted on the Website;
- 1.12 "Good Fellas" means Good Fellas Personal Services Group (Pty) Ltd Reg No. 2004/019204/07, Good Fellas Personal Services Western Cape (Pty) Ltd Reg No. 2004/026198/07, Good Fellas ECECR (Pty) Ltd Reg No. 2004/024631/07, Good Fellas Personal Services Gauteng (Pty) Ltd Reg No. 2004/035929/07 and including all other entities in the Good Fellas group or in whatsoever manner directly or indirectly trading under the Good Fellas brand;
- 1.13 "the Member" means the person who's details are reflected at Part A of the Agreement and who enters into this agreement with Good Fellas;
- 1.14 "Secondary Member" means an individual, being family of the member and residing within the same household as the member, whom the member nominates to use the Service in terms of the Agreement;
- 1.15 "the Website" means the internet website www.gfellas.co.za utilized by Good Fellas to communicate all relevant, new and updated information to the Member;
- 1.16 "Units" mean kilometers;
- 1.17 "Schedule of Rates" means the schedule in which all the charges and fees in respect of the Service are set out.
- 1.18 "The Agreement" means this agreement together with the Good Fellas Schedule of Rates.
- 1.19 "Month" means the period from 05h00 (am) on the 26th day of a calendar month to 05h00 (am) on the 26th day of the following calendar month;
- 1.20 "CPA" means the Consumer Protection Act 68 of 2008 and the regulations promulgated thereunder.

2 SERVICE PROVIDED

- 2.1 Good Fellas will provide the Service to the Member during the Standard Operating Hours and within the Service Area.
- 2.2 Should the Member require the Service outside the Standard Operating Hours, the Member must Pre Book during Call Centre Hours. A Surcharge will be applicable as set out in the Good Fellas Schedule of Rates.
- 2.3 The Member undertakes to provide his full co-operation, despite possible intoxication, in order to facilitate Good Fellas in providing the Service. The Member acknowledges and agrees that this undertaking is a material term of the Agreement.
- 2.4 The Service will be provided as follows:
 - 2.4.1 The Member must log a Service Call Out.
 - 2.4.2 Good Fellas will attend to the Service Call Out.
 - 2.4.3 The Member will only be transported in a motor vehicle provided by him.
 - 2.4.4 The Member is obliged to keep a proper lookout for the Driver at the Collection Point, to remain contactable by the Call Centre after logging a Service Call Out and provide access to the Driver to enter the Collection Point.
 - 2.4.5 Upon arrival of a Driver at the Collection Point he/she shall wait for a period of ten (10) minutes in order that the Member may identify him/herself to utilise the Service, upon expiry of the ten (10) minutes the Driver will be entitled to depart from the Collection Point without the Member and Good Fellas will be entitled to charge the Member a Service Call Out cancellation fee, as set out in the Schedule of Rates.
 - 2.4.6 Good Fellas will endeavour to arrive at the Collection Point within 30 (thirty) minutes of the Ad Hoc Booking request in the Port Elizabeth and East London Service Areas and within 45 (forty five) minutes in any other Service Area.
 - 2.4.7 No fee will be charged to the Member if Good Fellas fails to arrive at the Collection Point within 60 (sixty) minutes of an Ad Hoc Booking request in the Port Elizabeth and East London Service Areas and within 90 (ninety) minutes in any other Service Area.
 - 2.4.8 In the event of the Member Pre-Booking the Service, no fee will be charged to the Member if Good Fellas fails to arrive at the Collection Point within 30 (thirty) minutes of the specified Collection Time.
- 2.5 The Member will be charged a Service Call Out cancellation fee as set out in the Schedule of Rates for any Service Call Outs that are cancelled.

2.6 During New Years Eve (31 December) the following will apply:

- 2.6.1 No Ad Hoc Bookings will be accepted and the Service must accordingly be Pre-Booked.
- 2.6.2 Pre-Bookings will be taken on a first come first serve basis.
- 2.6.3 Booking will close once the available number of bookings, as determined by Good Fellas, has been made or at 17:00 on 31st December, whichever occurs first.

3 SECONDARY MEMBERS NOMINATED TO USE THE SERVICE

- 3.1.1 Secondary Members will individually be required to accept the standard Good Fellas terms and conditions of service and to indemnify Good Fellas, on similar terms as contained in paragraph 7 below, before making use of the Service.
- 3.1.2 The Member may add Secondary Members by way of notice to Good Fellas, either telephonically or by email.
- 3.1.3 An additional membership fee will be charged for each Secondary Member, as set out in the Schedule of Rates.
- 3.1.4 The Member undertakes to pay all charges incurred by the Secondary Member in using the Service, as set out in the Schedule of Rates.

4 CHARGES AND PAYMENT FOR THE SERVICE

- 4.1 The Member shall pay to Good Fellas:
 - 4.1.1 Monthly in advance, the monthly membership fees and the applicable membership package charges and related fees as set out in the Schedule of Rates;
 - 4.1.2 Monthly in arrears the total charges incurred by the Member in respect of the Services rendered exceeding the Unit allowance in terms of the package indicated in Part C and as set out in the Schedule of Rates;
- 4.2 Units do not carry over to the following month. The cut-off date for the validity of Units within a particular month is at 05:00am on the 26th day of each month.
- 4.3 All fees and other charges set out in the Agreement are exclusive of value added tax or similar tax, which shall be added to all invoices at the applicable current rate, if applicable.
- 4.4 All payments in terms of the Agreement shall be made in South African Rand to Good Fellas, free from any deductions or set-off to Good Fellas' designated bank account.
- 4.5 The Member hereby agrees that the service charges, as set out in the Schedule of Rates, are fair and reasonable.

4.6 Good Fellas may escalate or amend the membership fees, packages and charges as set out in the Schedule of Rates from time to time, provided that Good Fellas notifies the member of such increase in charges at least 30 days prior to such increase being implemented. In such event, the Member will be entitled to cancel the Agreement in terms of 6.1 and 6.2 below.

4.7 Any migration from one package to another will be subject to the discretion of Good Fellas, on written request by the Member which request will not unreasonably be refused.

5 DEBIT ORDER INSTRUCTION

The Member hereby authorises Good Fellas to draw against his/her bank account or credit card account, all charges incurred in respect of the Service and the applicable membership package as set out in the Schedule of Rates. Good Fellas will endeavour to effect all such withdrawals from the Member's bank account and credit card not sooner than the 28th day of each month. All such withdrawals from the Member's bank account or credit card shall be treated as though they had been signed by the Member personally. The Member undertakes to pay any bank charges and processing costs relating to this debit order instruction.

6 DURATION OF AGREEMENT

6.1 This agreement will be effective from date of signature hereto and shall continue on a month to month basis subject to either party's right to cancel the Agreement on one Month's (as defined) notice in writing.

6.2 Should the Member cancel the Agreement within a period of 12 (twelve) Months from date of signature, a Membership cancellation fee as per the Schedule of Rates will apply.

6.3 The Member acknowledges that Good Fellas is a demand driven business that plans its operational and staff resources with reference to the number of Members at a given time.

7 INDEMNIFICATION

7.1 Good Fellas undertakes to endeavour to take reasonable care in providing the Service.

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

7.3 The Member hereby irrevocably indemnifies Good Fellas, its directors and employees 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 Good Fellas, its directors or employees.

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

7.6 Good Fellas does not warrant the Service to the Member in case of unforeseen eventualities.

7.7 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 Good Fellas representative providing the Service.

8 OUTSTANDING CHARGES

8.1 The Member agrees to pay any costs incurred by Good Fellas for the collection of outstanding money owed to Good Fellas by the Member.

8.2 Where payment of any amount due is not made on due date,

8.2.1 Good Fellas may charge interest on the outstanding amount at the prime overdraft rate (percent per annum) charged by Good Fellas' corporate bankers from time to time, as evidenced by any manager of such bank, whose authority it shall not be necessary to prove. Such interest shall be calculated from the due date of payment to the date of actual payment, both days inclusive, calculated on the daily amount outstanding and compounded monthly in arrears, and;

8.2.2 Good Fellas shall be entitled to suspend the Service with immediate effect.

9 UNIMPEDED ACCESS

The Member shall ensure that Good Fellas personnel have clear and unimpeded access to the Collection Point at all times relevant to the execution of the Service.

10 CESSION

The parties hereby agree that Good Fellas is entitled to cede any part of or all its obligations under the Agreement, including and without limiting the generality of the foregoing, 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 COMPLETE AGREEMENT

The parties agree that the Agreement is the full and final agreement between the parties and no representations, warranties, terms and conditions not recorded in this document shall form part of the Agreement. No variation of the Agreement shall be of any force or effect unless in writing and duly signed by both parties or telephonically recorded on the Good Fellas voice recording system.

12 DOMICILIUM CITANDI ET EXECUTANDI

12.1 The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

12.1.1 Good Fellas: 48 Albert Road, Walmer , Port Elizabeth

12.1.2 The Member: the e-mail address and /or cell phone number for sms (short message service) notification as set out in Part A

13 FORCE MAJEURE

Good Fellas shall not be liable for any failure to fulfil its obligations under the Agreement to the extent that such 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

14 GENERAL

14.1 The Member acknowledges that Good Fellas communicate by SMS (short message service) and by e-mail (electronic mail) and hereby agrees that no communication received by the Member in this manner will be regarded as unsolicited communication as contemplated in the CPA.

14.2 The Member hereby consents to Good Fellas sending e-mail and SMS communication to the e-mail address and cellular telephone number provided in this agreement.

14.3 The Member hereby consents to Good Fellas conducting an investigation into the creditworthiness of the Member utilizing the information contained on the face page, which information the Member warrants is true and correct, and such information forms the basis of the Agreement. The Member agrees that should such information turn out not to be correct in all aspects, Good Fellas shall be entitled immediately and without prejudice to any other rights that Good Fellas may have to terminate the Agreement and the Member agrees to hold Good Fellas harmless in such an event.

14.4 The Member hereby agrees that Good Fellas 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 Good Fellas to any third party, of any information pertaining to the Member of the Agreement, to the extent that such disclosure is necessary for the conduct of Good Fellas business, or is required by any relevant statute, regulation or license.

14.5 Should any of the provisions of the Agreement be in conflict with the CPA and /or the Electronic Communications and Transactions Act 25 of 2002, and the Regulations promulgated thereunder, these Acts and Regulations shall prevail. Such a conflict will not invalidate the remainder of the terms of the Agreement.