

1 DEFINITIONS

- 1.1 "the Service" means the chauffeur service rendered by Good Fellas in terms of this Agreement;
- 1.2 "Request for Availability Form" means a request submitted to Good Fellas to render the Service;
- 1.3 "Booking Form" means the confirmation form containing the Users details in terms of rendering the Service by Good Fellas;
- 1.4 "Booking Completion Form" means the form provided by the Driver on completion of the Service rendered by Good Fellas;
- 1.5 "Operating Hours" means from 08h00 (am) to 06h00 (am) the following day 7(seven) days a week;
- 1.6 "Collection Point" means the address at which the User requests to be collected for purposes of using the Service;
- 1.7 "Collection Time" means the time at which the Driver arrives at the Collection Point;
- 1.8 "6 HR Chauffeur Hire" means a person employed by Good Fellas as a chauffeur;
- 1.9 "Drop Off Point" means the address where the User requests to be dropped off on completion of the Service;
- 1.10 "Good Fellas" means Good Fellas Group (Pty) Ltd Reg No. 2004/019204/07, Good Fellas WC (Pty) Ltd Reg No. 2004/026198/07, Good Fellas ECECR (Pty) Ltd Reg No. 2004/024631/07 and including all other entities in the Good Fellas group or in whatsoever manner directly or indirectly trading under the Good Fellas brand;
- 1.11 "the User" means the person who's details are reflected at Part A of the Agreement and who enters into this agreement with Good Fellas;
- 1.12 "Booked Time" means the time specified by the User in terms of the Service rendered by Good Fellas;
- 1.13 "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;
- 1.14 "6 HR Chauffeur Hire Rates" means the schedule in which all the charges and fees in respect of the Service are set out;
- 1.15 "Nominated Vehicle" means the Vehicle nominated by the User to perform the Service;
- 1.16 "The Agreement" means this agreement together with the Good Fellas 6 HR Chauffeur Hire Rates, Request for Availability Form, Booking Form and Booking Completion Form.
- 1.17 "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 User during the Operating Hours.
- 2.2 The User is required to request the Service by completing a Request for Availability Form. The Service is strictly on a "first come, first served basis.
- 2.3 The User undertakes to provide his full co-operation, despite possible intoxication, in order to facilitate Good Fellas in providing the Service including reasonable directions. 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 User must provide Good Fellas with a Collection Point and Drop Off Point that is identical on the Booking Form.
 - 2.4.2 The Driver will meet the User at the specified Collection Point and collection time provided by the User and will only supply the Service in the Nominated Vehicle provided by the User.
 - 2.4.3 The User is obliged to keep a proper lookout for the Driver at the Collection Point, to remain contactable and provide access to the Driver to enter the Collection Point.
 - 2.4.4 Upon arrival of a Driver at the Collection Point he/she shall wait for further instructions from the User.
 - 2.4.5 The User has access to the Service within the Booked Time. Should the User wish to extend the Booked Time, the User may request an extension with the Driver. All extensions are subject to availability. Should an extension be accepted, the User will be required to confirm the extended time on the Booking Completion Form.
 - 2.4.6 Upon arrival at the Drop Off Point, the User will be required to sign the Completion Form acknowledging the time of completion of the Service rendered by Good Fellas.
 - 2.4.7 In the event of the User cancelling the Service within 72 hours of the commencement of the Service, 50% of the total fee will be refunded to the User within 5 working days. Should the User cancel the Service more than 72 hours ahead of the commencement of the Service, 100% of the total fee will be refunded to the User within 5 working days.

- 2.4.8 Good Fellas does not warrant the Service provided to the User in case of unforeseen eventualities and should Good Fellas be unable to provide the Service to the User, Good Fellas will refund the full amount paid in respect of the booking. Good Fellas will have no further liability to the User in such an instance.

3 PERSONS ACCOMPANYING THE USER TO USE THE SERVICE

- 3.1 The User hereby irrevocably agrees to take full responsibility for the behaviour of all persons accompanying the User in the Nominated Vehicle supplied by the User while rendering the Service.
- 3.2 The User will be responsible for any damage to the Nominated Vehicle caused by any persons accompanying the User.

4 CHARGES AND PAYMENT FOR THE SERVICE

- 4.1 The Member shall pay to Good Fellas:
 - 4.1.1 The total applicable fees in advance, no later than 24 hours after receiving the Booking Form, before the Service is to be rendered, as quoted on the Request for Availability Form;
 - 4.1.2 The total applicable fees in arrears, that may have occurred during the Service, no later than 5 working days after the Service has been completed, as quoted on the Request for Availability Form;
- 4.2 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.
- 4.3 All fees and other charges set out in this Agreement may either be paid by providing Good Fellas with credit card details or via EFT.
- 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 User hereby agrees that the service charges, as set out in the 6 HR Chauffeur Hire Rates, are fair and reasonable.

5 OUTSTANDING CHARGES

- 5.1 The User agrees to pay any costs incurred by Good Fellas for the collection of outstanding money owed to Good Fellas by the User.
- 5.2 Where payment of any amount due is not made on due date,
 - 5.2.1 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.

6 INDEMNIFICATION

- 6.1 Good Fellas undertakes to endeavour to take reasonable care in providing the Service.
- 6.2 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.
- 6.3 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.
- 6.4 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.

7 UNIMPEDED ACCESS

The User 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.

8 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 agreed to by both parties or telephonically recorded on the Good Fellas voice recording system and agreed to by both parties.

9 DOMICILIUM CITANDI ET EXECUTANDI

- 9.1 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:
 - 9.1.1 Good Fellas: domicile@gfellas.co.za or Good Fellas Building, Leadwood Crescent, Fairview Port Elizabeth or,
 - 9.1.2 The Member: the e-mail address and /or cell phone number for sms (short message service) notification as set out in the Booking Form.

10 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.

11 GENERAL

11.1 The User 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 User with any credit information bureau, and the User agrees to the disclosure by Good Fellas to any third party, of any Information pertaining to the User 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.

11.2 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.