

Corporate Member

# SERVICE AGREEMENT



AS ENTERED INTO BETWEEN Good Fellas (hereinafter referred to as "Good Fellas")

And

\_\_\_\_\_  
(hereinafter referred to as the "Member")

Whose further particulars are as follows:

### PART A: MEMBER DETAILS

Street Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_ I D Number: \_\_\_\_\_

Home phone no.: \_\_\_\_\_ Cell phone no.: \_\_\_\_\_

Business no.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Initial

Initial

Initial

### PART B: DECLARATION

I have read and agree to:

1. The indemnity and limitations of liability and risk, contained in Part C.
2. The Terms and Conditions of the Service contained in Part D

I also declare that I am empowered to sign and enter into this agreement.

Name: \_\_\_\_\_ ID No.: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### FOR OFFICE USE ONLY

Account Number: \_\_\_\_\_ Membership Number: \_\_\_\_\_

### PART C: INDEMNITY

- Good Fellas undertakes to endeavour to take reasonable care in providing the Service.
- 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, directly or indirectly, consequential or otherwise arising from the Service that the Member may suffer.
- The Member hereby irrevocably indemnifies Good Fellas, its directors, and/or its employees against any claim for material damages 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.
- The Member expressly acknowledges that the Service rendered by Good Fellas will be for the use of the Member only.
- Good Fellas does not warrant the Service to the Member in case of unforeseen eventualities.
- The Member warrants that the appropriate insurance cover is in place in respect of the Member's motor vehicle and that it 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.

**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 enters into this agreement with Good Fellas and uses the service;
- 1.14 "the Website" means the internet website [www.gfellas.co.za](http://www.gfellas.co.za) utilized by Good Fellas to communicate all relevant, new and updated information to the Member;
- 1.15 "Units" mean kilometers;
- 1.16 "The Agreement" means this agreement.
- 1.17 "Month" means the period from 05h00 (am) on the 26<sup>th</sup> day of a calendar month to 05h00 (am) on the 26<sup>th</sup> day of the following calendar month.
- 1.18 "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.
- 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.
  - 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.

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.

The Member will be charged a Service Call Out cancellation fee 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 Bookings will close once the available number of bookings, as determined by Good Fellas, has been made or at 17:00 on 31 December, whichever occurs first.

**3 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.

**4 CESSION**

The parties hereby agree that Good Fellas is entitled to cede any part of or all its obligations under this 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.

**5 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 and effect unless in writing and duly signed by both parties or telephonically recorded on the Good Fellas voice recording system.

**6 DOMICILIUM CITANDI ET EXECUTANDI**

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:

- Good Fellas: 48 Albert Road  
Walmer  
Port Elizabeth
- The Member: the e-mail address and/or cell phone number for sms (short message service) notification as set out in part A.

**7 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.

**8 GENERAL**

- 8.1 The Member acknowledges that Good Fellas communicates by sms and by e-mail and hereby agrees that no communication received by the Member in this manner will be regarded as unsolicited communications as contemplated in the CPA.
- 8.2 The Member hereby consents to Good Fellas sending email and sms communication to the email address and cellular telephone number provided in the Agreement.
- 8.3 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 Regulations promulgated thereunder, these Acts and Regulations shall prevail. Such conflict will not invalidate the remainder of the terms of the Agreement.