



**General Terms and Conditions of service of
Ambassador Execudrive (pty) ltd (“execudrive”)**

in this agreement there are certain clauses of similar font and colour to this text which contain provisions that may have the effect of (i) limiting the risk or liability of execudrive or of any other person and/or (ii) may constitute an assumption of risk or liability on you and/or (iii) may impose an obligation on you to indemnify execudrive or any other person for any cause and/or (iv) may be an acknowledgement of any fact by you. these provisions are very important and you must ensure that you read them carefully and that you understand them clearly.

1. general

- 1.1 all contracts between the **customer** and **execudrive** are exclusively subject to **execudrive’s** terms and conditions of service. **execudrive** rejects any terms and conditions of the **customer** to the contrary or deviating from these terms and conditions, unless **execudrive** has expressly consented to their validity in writing.
- 1.2 the terms and conditions set out herein cancel all previous issued terms and conditions and as re-issued or revised by **execudrive** from time to time apply to all orders for services placed with **execudrive**. any order is subject to acceptance by **execudrive** and shall be deemed to be made subject to these terms and conditions.
- 1.3 no qualification or condition contained in any order form, acknowledgement of order or otherwise shall form part of a contract with **execudrive** or override these terms unless expressly agreed to in writing by a director of **execudrive**. no employee or agent of **execudrive** has the authority or the ability to change these terms in any manner whatsoever, save a director of **execudrive**.

2. **interpretation and definitions**

- 2.1 in this **agreement** unless the context otherwise requires –
- 2.1.1 the singular includes the plural and vice versa;
- 2.1.2 words indicating one gender include the other genders;
- 2.1.3 words indicating natural persons include juristic persons;
- 2.1.4 the headings herein are used for the sake of convenience only and shall not govern the interpretation of the clauses to which they relate;
- 2.1.5 where any number of days is prescribed in this **agreement**, they shall be calculated exclusive of the first day and inclusive of the last day unless the last day falls on a saturday, sunday or public holiday. in such day the last day shall be the next succeeding day which is not a saturday, sunday or public holiday;
- 2.1.6 if any doubt or conflict arises where figures are referred to in numerals and in words, the words shall prevail;
- 2.1.7 should there be any conflict or inconsistency between this **agreement** and other agreement/s concluded between the **parties** then terms and conditions of this **agreement** shall prevail;
- 2.1.8 the rule of construction that this **agreement** shall be interpreted against the **party** responsible for the drafting or preparation of this **agreement** shall not apply. the same applies to the schedules or annexures.
- 2.2 unless such meaning is inconsistent with the context, the following terms shall, throughout this **agreement**, have the meanings respectively ascribed to them, namely:
- 2.2.1 “**agreement**” means the agreement between the **parties** which includes the terms and conditions contained herein;
- 2.2.2 “**contract price**” means the price of the **services** as set out in the **invoice**;

- 2.2.3 “**customer**” means the person or legal entity with whom an agreement is entered into for the provision of the **services**;
- 2.2.4 “**execudrive**” means ambassador execudrive (pty) ltd (registration number: 2015/131274/07);
- 2.2.5 “**invoice**” means the invoice document of **execudrive** whereon an invoice number, full particulars of the **customer**, **contract price**, the **services** and the date of order of the **services** by the **customer** shall appear; and
- 2.2.6 “**parties**” means either the **customer** or **execudrive**, and “**parties**” means collectively the **customer** and **execudrive**;
- 2.2.7 “**passenger**” means a person who is being conveyed by **execudrive** whether or not such person is the **customer** or not and who is named on the **invoice**.
- 2.2.8 “**services**” means the **services** as described more specifically in the **invoice**; and
- 2.2.9 “**special order services**” means services which are not internally provided by **execudrive** and are termed a “special order” which requires **execudrive** to source such **services** from a third party.

3. **quotations and pricing**

- 3.1 **execudrive** provides the **customer** only with written quotations. in any event, verbal quotes shall be of no effect.
- 3.2 unless otherwise stated in a quotation of **execudrive**, **contract prices** are quoted in south african currency and are exclusive of value added tax and other taxes, duties and levies that may be imposed by any competent authority, all of which such taxes, duties and levies shall be for the account of the **customer**. **execudrive** is currently not registered for value added tax.
- 3.3 the pricing and scope of the **services** to be provided by **execudrive** shall be set out in **execudrive’s** quotation.

3.4 notwithstanding the stated price on a quotation or an **invoice**, the **contract price** may be increased if the prices of service providers of **execudrive**, duties, levies and taxes increase. **execudrive** shall attempt where reasonably possible, to inform the **customer** in advance of any anticipated increases.

3.5 no employee, official, agent or nominee of **execudrive** shall have the authority to effect or authorise any discounting of the **contract price** of the **services** save for a director of **execudrive**. if any discount is agreed it shall only be allowed if payment is received by **execudrive** on or before the due date and only applies to the actual price of the **services** themselves.

4. **terms of payment**

4.1 unless otherwise agreed, payment in full without deduction or set off in respect of **services** sold shall be made in south african currency as follows:

4.1.1 50% (fifty percent) of the **contract price** on acceptance of a quote to secure a booking.

4.1.2 the balance of 50% (fifty percent) of the **contract price** no later than 72 (seventy-two) hours prior to the scheduled **services**.

5. **credit**

5.1 **execudrive** reserves the right to extend credit facilities to **customers** from time to time without any obligation to do so notwithstanding having extended such facilities in the past to any **customer**.

5.2 where **execudrive** has agreed to supply **services** on credit, payment in full shall be due within 30 (thirty) days from date of statement issued by **execudrive**.

5.3 the monthly accounts of **execudrive** are closed on the last business day of each month. payment must be credited to the banking accounts of **execudrive** by the business day of the following month.

5.4 credit facilities shall only be afforded to a **customer** after completion of the necessary documents required by **execudrive** and the **customer** having provided **execudrive** with the required guarantees/suretyships.

- 5.5 **where a customer applies for credit facilities with executdrive, the customer hereby authorises executdrive to perform or obtain any information from a registered credit bureau or credit provider. the customer further acknowledges that the failure to pay any amounts owed in terms of the agreement may cause an adverse listing of the customer by executdrive with registered credit bureaus or credit providers.**
- 5.6 **executdrive** reserves its right to, at any time and after having provided the **customer** with 30 (thirty) days advise that credit facilities to a **customer** by **executdrive** will be terminated and **executdrive** will be under no obligation whatsoever to provide any reasons for such termination.
- 5.7 it is specifically agreed and recorded that at all material times, it shall be the sole prerogative of **executdrive** to decide to which **customers** it would be willing to extend credit facilities to, it specifically being understood by **customers** that any differentiation shall not be deemed to be discriminatory but shall be deemed to form part of **executdrive' s** internal credit risk limitation policy.
- 5.8 **executdrive** shall be entitled to refuse sale of the **services** to any **customer** in the event of overdue accounts owing by the **customer** to **executdrive** or in the event that a **customer** is not able to obtain/provide satisfactory guarantees/suretyships. any late payments by a **customer** shall constitute an automatic breach of any credit facility agreement entered into between **executdrive** and the **customer** and accordingly, **executdrive** reserves the right at any time to refuse any further sale of **services** to the **customer** on a cash on delivery basis until all outstanding accounts including any accrued interest on such outstanding accounts have been settled in full by such **customer**.

6. **bookings**

6.1 all booking and quotation requests can be sent to reservations@executdrive.co.za and must include the following information:

- 6.1.1 number of passengers travelling;
- 6.1.2 the full name(s) of each **passenger**;
- 6.1.3 collection time(s);

- 6.1.4 collection address(s);
- 6.1.5 drop-off address(s);
- 6.1.6 specific routes to be used (if applicable);
- 6.1.7 itinerary (if applicable);
- 6.1.8 vehicle required which information shall include the number of passenger capacity and security level (if applicable);
- 6.1.9 airport arrival transfers to include arrival flight numbers and times (if applicable); and
- 6.1.10 **special order services** (if applicable).

6.2 the drivers of **execudrive** are not allowed to take bookings, amendments and/or cancellations regarding bookings directly from a **passenger** or a **customer**. all such communications must be directed in writing to reservations@execudrive.co.za

6.3 failure by the **customer** to provide **execudrive** with written acceptance of a quotation and/or payment on due dates results in the **services** not being secured and booked.

6.4 each **passenger** must be able to provide identification to **execudrive** prior to being conveyed in a vehicle of **execudrive**.

6.5 **the customer agrees that it waives all claims against execudrive for any damages or losses that it may suffer as a result of services not being provided as a result of the customer's or passenger's failure to comply with the obligations in terms of this agreement and/or in connection with any other dispute whatsoever arising out of this agreement.**

7. **special order services**

7.1 **special order services** will be made available by third parties that **execudrive** does not control. the **customer** acknowledges that different terms of use may

apply to such third-party services and that **execudrive** is not in control of such third part service providers.

7.2 **execudrive shall in no way be responsible or liable for any services or any damages resulting from any conduct of such third-party providers, their directors, officers, employees and/or agents.**

8. **changes to bookings, cancellations and refunds**

8.1 all changes to bookings and cancellations ("**requests**") must be submitted to **execudrive** in writing and delivered to **execudrive** or sent by email to reservations@execudrive.co.za. verbal requests will not be accepted. the date of cancellation shall be the date of receipt of the applicable **request** by **execudrive**.

8.2 it is the responsibility of the **customer** to ensure that **execudrive** has received a **request** and no booking shall be changed or cancelled until such time as **execudrive** has confirmed same in writing.

8.3 subject to clause 8.4 of this **agreement**, a **customer** has the right to cancel an advance booking for **services** on the following basis:

8.3.1 if the **request** is received by **execudrive** up to 30 (thirty) calendar days prior to the scheduled **services** there is no cancellation fee.

8.3.2 if the **request** is received by **execudrive** between 7 (seven) and 3 (three) calendar days prior to the scheduled **services** there is a 50% (fifty percent) cancellation fee.

8.3.3 if the **request** is received by **execudrive** between 72 (seventy-two) and 24 (twenty-four) hours prior to the scheduled **services** there is a 100% (one-hundred percent) cancellation fee.

8.3.4 if the **request** is received by **execudrive** less than 24 (twenty-four) hours prior to the scheduled **services** there is a 100% (one hundred percent) cancellation fee and no refund will be paid.

8.4 no cancellation fee is payable in respect of a booking if the **customer** is unable to honour the booking because of the death or hospitalisation of a **passenger**,

on condition that proof of death or hospitalisation is provided to **execudrive** as soon as reasonably possible.

8.5 in addition to the above, in the event that the **customer** places an order with **execudrive** for **special order services**, **execudrive** reserves its rights to claim all costs from the **customer** that it is liable for as a result of such cancellation.

8.6 the **customer** acknowledges that the above cancellation fees are reasonable.

8.7 all refund applications must be submitted to **execudrive** in writing and must be accompanied by proof of the **customer's** banking details. refunds are not permitted where the **customer** and/or **passenger** failed to arrive or meet at the pickup point at the agreed date and time check-in within the allocated time. this constitutes a no-show.

9. **delays, no-shows and force majeure**

9.1 should the performance of the **services** be delayed for reasons due to the **customer's** or a **passenger's** fault, the **customer** shall be charged the expenses arising from such delay.

9.2 in the event that a **customer** and/or **passenger** fails to arrive or meet at the pickup point at the agreed date and time, the **contract price** is non-refundable.

9.3 in the event that the driver of **execudrive** has to wait for a **customer** or a **passenger**, a standing fee per half hour or part thereof will be payable for a period longer than 30 (thirty) minutes after the scheduled collection time. in the event that **execudrive** has no alternate resources available to accommodate the **passenger's** delay, **execudrive** reserve its right to release the driver to ensure that the next scheduled **customer** is not affected.

9.4 whilst every effort will be made to dispatch and provide the services as advised, **execudrive** operates a road service and cannot be responsible for failure to perform or delays in performance or service delivery due to circumstances beyond its control, such as adverse weather conditions, unpredictable delays caused by traffic congestion, diversions or road works, accidents, technical breakdowns, criminal conduct by third parties, strikes, industrial disputes and regulatory interference ("**force majeure**").

- 9.5 all reasonable attempts will be made to deliver a **customer** and/or a **passenger** to the destination by the agreed time.
- 9.6 drivers are not permitted to exceed speeding limits or infringe any traffic regulations or laws without prior arrangement with written diplomatic immunity and/or police escort.
- 9.7 **should executrive be prevented from the performance of any of its obligations as a result of force majeure, or any cause whatsoever beyond its control, executrive shall be entitled at its option to cancel the agreement or to suspend performance of its obligations thereunder and shall not be liable whatsoever for any loss or damage consequential or otherwise resulting from such inability to perform its obligations, cancellation or suspension, save to the extent that executrive may be liable for any losses in terms section 47 of the consumer protection act 68 of 2008 as amended.**

10. **quality of service and warranties**

- 10.1 having regard to the circumstances of the **services**, and any specific criteria or conditions agreed between the **parties**, **executrive** warrants that it performs the **services**:
- 10.1.1 in a timely manner and shall provide the **customer** with timely notice of any unavoidable delay in the performance of the services.
- 10.1.2 in a manner and quality that persons are generally entitled to expect;
- 10.2 if **executrive** fails to perform a service to the standards contemplated in clause 10.1, the **customer** may require **executrive** to refund to the **customer** a reasonable portion of the price paid for the services performed, having regard to the extent of the failure. it is expressly recorded that by the nature of the **services** it is impossible to remedy any defect in the quality of the **services** performed.
- 10.3 **executrive** makes no other warranty of any kind, express or implied, than set out in this **agreement**.

11. **vehicles**

- 11.1 all vehicles in the fleet of **execudrive** are maintained according to the vehicle manufacturers' specifications and are serviced regularly.
- 11.2 the **customer** shall be responsible for the cost of repair for damage to, or necessary cleaning of a vehicle resulting from use of the **services** in excess of normal "wear and tear" damages and necessary cleaning.

12. **smoking, alcohol and illegal substances**

- 12.1 smoking inside a vehicles of **execudrive** is prohibited. this includes electronic cigarettes.
- 12.2 alcohol may not be consumed inside a vehicles of **execudrive** and intoxicated passengers will not be conveyed. any intoxicated passenger may be instructed to leave a vehicle of **execudrive**.
- 12.3 a **customer** and/or a **passenger** is not permitted to be in possession of any illegal substances inside a vehicle of **execudrive**.
- 12.4 a **customer** and/or a **passenger** who contravenes the smoking, alcohol and illegal substances regulations contained herein shall be obliged on request by **execudrive** (which includes a driver of **execudrive**), to immediately leave a vehicle of **execudrive** and/or **execudrive** shall be entitled to immediately terminate a trip and/or this **agreement**, without any refund being due to the **customer**.

13. **luggage**

- 13.1 **execudrive** takes no responsibility and is not liable for any luggage which might be left or lost in a vehicle of **execudrive**.
- 13.2 **execudrive** makes reasonable attempts to accommodate the **customer's** and/or **passenger's** luggage but should additional vehicles or provisions be required to transport large volumes of luggage, the **customer** will be responsible all for costs associated with the transportation of the oversized and/or additional luggage items.

14. **liability**

- 14.1 **execudrive** adheres to insurances as prescribed by the department of transport. all vehicles have passenger & public liability insurance. in addition to the insurance, all vehicles have the relevant department of transport permits as required.
- 14.2 **except as set out in this agreement, execudrive, its directors, officers, employees or agents shall not be liable for any incidental, consequential, indirect or special damages, including punitive damages or attorneys' fees (whether foreseeable or unforeseeable) based on claims of the customer or its passengers (including, but not limited to, claims for loss of business, goodwill, profits, loss of money or use of products or impairment of other assets), arising out of breach of any express or implied warranty, breach of contract, misrepresentation, negligence, in delict or otherwise in connection with or arising out of the contract.**
- 14.3 **execudrive shall be liable for personal injury or property damage where and only to the extent that applicable law requires such liability. the limitations and disclaimer in this clause 14 do not purport to limit liability or the customer's rights as a consumer that cannot be excluded under applicable law.**

15. **indemnity**

the customer agrees to indemnify, hold harmless and defend execudrive and its directors, officers, employee's and agents from and against any and all claims, suits, losses, damages, costs, fees and expenses arising out of the death or injury to a person or damage to property (including those of a passenger where the passenger is not the customer) resulting from the services by the customer. the limitations and disclaimer in this clause 15 do not purport to limit liability or the customer's rights as a consumer that cannot be excluded under applicable law.

16. **breach**

- 16.1 in the event that the **customer**

- 16.1.1 breaches any condition contained in the **agreement** or fails to pay any amount due and payable on due date, and having failed to rectify such breach or outstanding payment within 5 (five) days of having been requested to do so in writing by **execudrive**;
- 16.1.2 suffers any civil judgment to be taken or entered against it, causing a notice of surrender of its estate to be published in terms of the insolvency act of 1936 (as amended);
- 16.1.3 is placed under an order of provisional or final winding up/sequestration or placed under business rescue / debt review, then **execudrive** shall, without retracting from other remedies which may be available to it, be entitled to cancel this **agreement** and terminate the **services** to the **customer** without notice to the **customer**.

17. **surety**

the person who signs this agreement ("the signatory") does hereby interpose and bind himself in favour of execudrive, as surety for and co-principal debtor *in solidum* with the customer, for the due payment over every sum of money which the customer owes to execudrive in respect of this agreement. the signatory hereby renounces the benefits of the legal exceptions of excussion, division, cession of account, no value received, and revision of accounts, the meaning whereof the signatory declares himself to be fully acquainted.

18. **legal action**

in the event of **execudrive** instructing attorneys in regard to any breach of the **customer**, of the conditions of this **agreement**, then the **customer** shall pay all the costs on the scale between attorney and own client, including any costs incidental to such action instituted against the **customer**.

19. **certificate of indebtedness**

- 19.1 a certificate under the hand of a director of **execudrive** as to the existence and the amount of the **customer's** indebtedness to **execudrive** and as to any other fact, matter or thing relating to the **customer's** indebtedness to **execudrive**, shall accepted as sufficient (*prima facie*) proof of the contents and correctness thereof and of the amount of the **customer's** indebtedness for the purpose of provisional

sentence or summary judgement or any other proceedings against the **customer** in any competent court and shall be valid and constitute a liquid document for such purposes.

19.2 furthermore, it shall not be necessary to prove the appointment of the person signing such a certificate and it shall be deemed to be sufficient particularly for the purpose of any action or any other proceeding instituted by **execudrive** against the **customer**.

20. **jurisdiction and applicable law**

20.1 this **agreement** shall be governed by and interpreted in accordance with the laws of the republic of south africa, provided that in the event of a conflict between or inconsistency in the laws applicable in the various provinces or regions of the republic, the law as interpreted and applied in gauteng will prevail.

20.2 the **parties** hereby consent that the magistrate's court shall have jurisdiction to determine any action or proceedings which may arise under or in connection with this **agreement**.

21. **severability**

if any of the provisions of this **agreement** are held to be invalid, the validity of the remainder of this **agreement** shall not be affected and the rights and obligations of the **parties** shall be construed and enforced as if this **agreement** did not contain the invalid term and to that end the provisions of this **agreement** and the application thereof are hereby declared to be severable.

22. **notice and domicilia**

22.1 any notices and court processes to be given to the **parties** in terms of this **agreement** shall be in writing and delivered by hand during ordinary business hours or posted by pre-paid registered post to the addresses mentioned hereunder, which addresses the parties choose as their *domicilium citandi et executandi* for all purposes arising out of this **agreement**.

22.2 **execudrive**: la provence, d11, grranie close, welgelegen 7500, south africa.

22.3 **customer**: the address provided by the **customer** to **execudrive**, or such other address within the republic of south africa as either party may choose by written notice to the other.

23. **non-variation**

23.1 this **agreement** constitutes the entire agreement between the **parties** and no representation by either of the **parties** or their agents, whether made prior or subsequent to the signing of this **agreement**, shall be binding on either of the parties unless done in writing and signed by both **parties** hereto.

23.2 no variation, alteration or consensual cancellation of this **agreement**, or any of the terms thereof, shall be of any force or effect, unless done in writing and signed by the **parties** hereto.

23.3 no waiver or abandonment by either **party** of any of its rights in terms of this **agreement** shall be binding on that **party**, unless such waiver or abandonment is in writing and signed by the waiving **party**.

23.4 no indulgence, extension of time, relaxation or latitude which any **party** may show, grant or allow to another shall constitute a waiver by a **party** of any such **party's** rights and such **party** shall not hereby be prejudiced or estopped from exercising any of its rights against any **party** which may have arisen in the past or which might arise in the future. unless the context indicates otherwise, the rights and obligations of any party arising from this **agreement** shall evolve upon and bind its successors-in-title.

23.5 the parties agree that they will do all things and sign all documents necessary to give effect to the terms of this **agreement** and to all transactions deriving therefrom.

