Terms and Conditions of the Service Agreement (Part E)

1 DEFINITIONS

1.1 “the Service” means the chauffer service rendered by Home James Home to the Member in terms of this Agreement;
1.2 “Call Out” means the action by which the Member calls the Call Centre and requests the Service from the Collection Point to the Drop Off Point;
1.3 “Pre Booking” means a Call Out made 30 minutes or more prior to a specified Collection Time requested;
1.4 “Next available call out” means a Call Out by a Member requesting the next available Chauffeur during Standard Operating Hours;
1.5 “Office Hours” means from 18h00 (pm) to 01h00 (am) the following day from a Monday to a Saturday and from 18h00 (pm) to 11h00 (PM) on a Sunday;
1.6 “Collection Point” means the address at which the Member 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 “Chauffeur” means a person employed by Home James Home as a chauffeur and/or driver;
1.9 “Drop Off Point” means the address where the Member requests to be dropped off on completion of the Service;
1.10 “Service Area” means the geographical area within which Home James Home provides its service, which may be extended by Home James Home from time to time as posted on the Website;
1.11 “Home James Home” means Home James Home Driver Services cc Reg No. 2011/053452/23;
1.12 “the Member” means the person who’s details are reflected at Part A of the Agreement and who enters into this agreement with Home James Home;
1.13 “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;
1.14 “the Website” means the internet website www.homejameshome.co.za utilized by Home James Home to communicate all relevant, new and updated information to the Member;
1.15 “Schedule of Rates” means the schedule in which all the charges and fees in respect of the Service are set out.
1.16 “The Agreement” means this agreement together with the Home James Home Schedule of Rates.
1.17 “Month” means the period from 00h01 (am) on the 1st day of a calendar month to 23h59 (pm) on the last day of the calendar month;
1.18 “CPA” means the Consumer Protection Act 68 of 2008 and the regulations promulgated there under.

2 SERVICE PROVIDED

2.1 Home James Home will provide the Service to the Member during Home James Home Office Hours and within the Service Area.
2.2 Should the Member require the Service later than the closing of Home James Home Office Hours, the Member must Pre Book during Office Hours. The latest time that a pre-booking may be made for is 1 hour later than the closing of Office Hours. A Surcharge will be applicable for any Call Outs later than the closing Office Hours as a result of a Pre Booking. This surcharge is set out in the Home James Home Schedule of Rates. The Service will only be provided to the member later than the closing of Home James Home Office Hours based on availability.
2.3 The Member undertakes to provide his full co-operation, despite possible intoxication, in order to facilitate Home James Home in providing the Service. The Member acknowledges and agrees that this undertaking is a material terms of the Agreement.
2.4 The Service will be provided as follows:
2.4.1 The Member must log a Call Out.
2.4.2 Home James Home will attend to the Call Out.
2.4.3 The Member will only be transported in the motor vehicle that he or she has registered with Home James Home.
2.4.4 The Member is obliged to keep a proper lookout for the Chauffeur at the Collection Point, to remain contactable by the Call Centre after logging a Call Out and to provide access for the Chauffeur to enter the Collection Point.
2.4.5 Upon arrival of a Chauffeur 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 Home James Home will be entitled to charge the Member a Call Out cancellation fee, as set out in the Schedule of Rates.
2.4.6 Home James Home will endeavour to arrive at the Collection Point within 60 (sixty) minutes of the Next Available Call Out request in Port Elizabeth.
2.4.7 No fee will be charged to the Member if Home James Home fails to arrive at the Collection Point within 120 minutes of a Next Available Call Out request in Port Elizabeth.
2.4.8 In the event of the Member Pre-Booking the Service, no fee will be charged to the Member if Home James Home fails to arrive at the Collection Point within 120 minutes of the specified Collection Time.
2.5 The Member will be charged a Call Out cancellation fee as set out in the Schedule of Rates for any Call Outs that are cancelled.
2.6 During New Years Eve (31 December) the following will apply:
2.6.1 No Next Available Call Outs will be accepted and the Service must accordingly be Pre-Booked at least 48 hours in advance.
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 Home James Home, has been filled.

3 SECONDARY MEMBERS NOMINATED TO USE THE SERVICE

3.1.1 Secondary Members will individually be required to accept the standard Home James Home terms and conditions of service and to indemnify Home James Home, 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 Home James Home, 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.
3.1.5 Secondary Members are required to be of direct family (siblings, parents, spouses and offspring) of the Primary Member and permanently residing at the same residence as the Primary Member.

4 CHARGES AND PAYMENT FOR THE SERVICE

4.1 The Member shall pay to Home James Home:
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 Call Out allowance in terms of the package indicated in Part C and as set out in the Schedule of Rates;
4.2 Unused Call Outs do not carry over to the following month. The cut-off date for the validity of Call Outs within a particular month is at 23:59pm on the last calendar day of each month.
4.3 All payments in terms of the Agreement shall be made in South African Rand to Home James Home, free from any deductions or set-off to Home James Home's designated bank account.
4.4 The Member hereby agrees that the service charges, as set out in the Schedule of Rates, are fair and reasonable.
4.5 Home James Home may escalate or amend the membership fees, packages and charges as set out in the Schedule of Rates from time to time, provided that Home James Home notifies the member of such increase in charges at least 30 days prior to such increase being implemented.
4.6 Any migration from one package to another will be subject to the discretion of Home James Home, on written request by the Member.

5 DEBIT ORDER INSTRUCTION

I hereby authorise Home James Home to issue and deliver payment instructions to the bank for collection against my above mentioned account at my above mentioned bank (or any other bank or branch to which I may transfer my account), on the Second day ("payment day") of each and every month commencing from date of signature, on condition that the sum of such payment instructions will never exceed my obligations as agreed to in the Agreement. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

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 The Member acknowledges that Home James Home 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 The Member expressly acknowledges that the Service is inherently risky and accordingly agrees to indemnify Home James Home from being held responsible or liable for any material damage to property, directly or indirectly, consequential or otherwise arising from the Service.
7.2 Home James Home undertakes to endeavour to take reasonable care in providing the Service.
7.3 The Member hereby irrevocably indemnifies Home James Home, its members, 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 Home James Home, its members, directors or employees.
7.5 The Member expressly acknowledges that the Service is for the Member's use only.
7.6 Home James Home 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 Home James Home representative providing the Service.
7.8 The Member hereby indemnifies Home James Home, its members, directors and employees against damages, costs or losses incurred by Home James Home arising out of any claim by any third party for, or in respect of, injury, death or illness affecting such third party or any loss or damage to property of such third party caused by the negligence or wilful conduct of Home James Home or its personnel.
7.9 The Member hereby irrevocably indemnifies Home James Home, its members, directors and employees against any claim for damage to person or any injury sustained or any occurrence of death by the Member or any passenger in his/her vehicle arising from the use of the Service, howsoever caused.

8 OUTSTANDING CHARGES

8.1 The Member agrees to pay any costs incurred by Home James Home for the collection of outstanding money owed to Home James Home by the Member.
8.2 Where payment of any amount due is not made on due date,
8.2.1 Home James Home may charge interest on the outstanding amount at 2% per month. 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 Home James Home shall be entitled to suspend the Service without notice and with immediate effect.

9 UNIMPEDED ACCESS

The Member shall ensure that Home James Home 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 Home James Home is entitled to cede any part of or all its obligations under the Agreement, including and without limiting, its obligations relating to the Service. Home James Home 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.

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 Home James Home: 22 Aisne Avenue, Lorraine, 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

Home James Home 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 NON- SOLICITATION

The parties agree that neither party shall, without the prior written consent of the other, either during, or within 12 (twelve) months of the termination of this Agreement, engage, employ or otherwise solicit for employment whether directly or indirectly, any person who during the currency of this Agreement was a member of the staff of the other party involved in the acquisition or provision of Services in terms hereof. To the extent that either party breaches this provision ("**the Defaulting Party**"), such party shall pay the innocent party a recruitment fee equal to 12 (twelve) times the gross monthly remuneration or consideration (in the event of contractors) paid by the innocent party to the person concerned. Such amount shall be payable within 30 (thirty) days of commencement of such person's appointment with the Defaulting Party.

15 GENERAL

15.1 The Member acknowledges that Home James Home communicates 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.

15.2 The Member hereby consents to Home James Home sending e-mail and SMS communication to the e-mail address and cellular telephone number provided in this agreement.

15.3 The Member hereby consents to Home James Home 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, Home James Home shall be entitled immediately to terminate the Agreement and the Member agrees to hold Home James Home harmless in such an event.

15.4 The Member hereby agrees that Home James Home may list any default information on the Member with any credit information bureau, and the Member agrees to the disclosure by Home James Home 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 Home James Home's business, or is required by any relevant statute, regulation or license.

Schedule of Rates (Part F)

These rates are subject to change within 30 days notice to clients and without notice to non-clients.

Home James Infinite

This is our entry package. For a monthly membership fee of R99pm, you may place a call-out for R169 per call-out. This covers an 8km call-out from your collection point to your drop-off point. You will be charged R12,90 per km thereafter.

Home James Essential

This is the most popular package. For a monthly membership fee of R399pm, you get 2 call-outs included in your monthly package with no restrictions on distance to one destination. Out of package callouts cost R189.

Home James VIP

This is our top package. For a monthly membership fee of R699, you get 5 call-outs included in your monthly package with no restrictions on distance to one destination. Thereafter it's R169 per call-out.

Package Name	Home James Infinite	Home James Essential	Home James VIP
Monthly Fee	R99	R399	R699
Callouts Incl.	0	2	5
Callout Fee (out of package)	R169 (8km call-out), R12,90 per km thereafter	R189	R169
Additional Family Member (per month)	R99	R80	R60

Family members

- Add an immediate family member to your package for R99 extra pm on Home James Infinite, R80 extra pm on Home James Essential or R60 extra pm on Home James VIP. These rates are applicable per additional family member.

Charges on packages

- The members shall pay monthly in advance, the monthly fee.
- The members shall pay monthly in arrears, the total charges incurred by the member in respect of out of package callout fees.
- Unused callouts do not carry over to the following month. The cut-off date for the validity of callouts within a particular month is at 23:59pm on the last day of every month.
- The members shall pay an annual administrative fee of R49.00 on the 2nd of December each year.

Surcharges and Amendments

- A surcharge of R89.00 will be charged for any bookings made after 00:30 that finish after 01:00am.
- The pricing, as per the Schedule of Rates, may be amended in accordance with the Terms and Conditions of the Service Agreement.

Cancellation fees on Service Call Outs and Pre Bookings

- A standard cancellation fee of R89 will be added to your callout fee if you cancel a next available Callout.
- In the event that you become unreachable after placing a Next Available Callout or that you take longer than 10 minutes to exit the venue with your chauffeur, the Callout will be cancelled and the above cancellation fees will apply to that Callout.
- The above cancellation fees will apply to Pre-booked callouts that are cancelled less than one (1) hour before the Pre-booked pickup time.