

## 1. CHAUFFEUR DRIVEN SERVICES

1.1 Europcar Chauffeur Service (ECS) hereby provides the client with the service subject to the terms and conditions applicable herein. The client will be bound by these terms and conditions.

## 2. DEFINITIONS AND INTERPRETATIONS

2.1 In this Agreement, unless the context indicates otherwise -  
2.1.1 "Chauffeur" means such person who is duly provided and authorized by ECS to drive the vehicle as reflected overleaf;  
2.1.2 "Client" means the person/s, whose name/s appears as the Traveller on the face hereof, whether acting on his/their own behalf or in his/their capacity as agent or in any other capacity for a third party or parties;  
2.1.3 "Administration Fee" means a once off charge per rental to cater for, inter alia, storage fees of original documents;  
2.1.4 "Day" means a period of 24 hours (or any part thereof), calculated from the time out as reflected overleaf;  
2.1.5 "Extend" means any extension of the period during which the chauffeur driven service are to be provided, authorized by ECS;  
2.1.6 "Service" means chauffeur driven services, whether consisting of a transfer and/or flexi drive;  
2.1.7 "Transfer" is a pickup service from one point and drop off at the destination;  
2.1.8 "Flexi drive" is a service for a period of time at client's disposal;  
2.1.9 "Service Period" means the period between the date and time out and the termination date and time as specified overleaf or if such period is extended, the time and date entered on ECS's records of the period during which the services are to be rendered;  
2.1.10 "Vehicle" means the motor vehicle described on the face hereof, and includes any replacement vehicle which has been officially authorized by ECS, whether or not such replacement vehicle was authorised or approved by the client.

## 3. BOOKING AND CANCELLATION

3.1 Unconfirmed bookings due to the following reasons will not be dispatched:

- 3.1.1 Payment not received 3 days prior to the scheduled booking.
- 3.1.2 Flight numbers not been provided.
- 3.1.3 Cell phone number not been provided.
- 3.1.4 Voucher / Official Company Order has not been received.

3.2 Flexi drive bookings that are cancelled will be charged for. ECS reserves the right to charge a 3 hour flexi drive rate and in the event of stop sales can charge a full 9 hour rate.

3.3 Flexi drive bookings are calculated from depot to depot. The cost of the chauffeurs accommodation and meals is for the

clients account. The kms per flexi drive is limited and additional kms travelled will be charged.

3.4 Transfers are calculated on a pre-determined zone and any change to this zone will result in change in rate.

3.5 A no-show fee of 100% will be charged for. Should a booking be cancelled within 6 hours of the scheduled pick up ECS reserves the right to charge a cancellation fee.

3.6 Bulk bookings (3 vehicle or more) or coach bookings are charged for if cancelled within 30 days of the service date.

3.7 Route deviation will be charged for as an additional transfer or flexi drive depending on which is applicable.

3.8 It is the responsibility of the client to advise ECS of any changes to flights or details.

3.9 Cash bookings to be pre-paid into ECS bank account 3 days prior to service.

3.10 Surcharge may be charged for all weekend, public holidays and after hours (21h00-06h30) bookings or during Peak Times as defined by ECS.

## 4. VEHICLES AND SAFETY

4.1 The vehicle may only be driven by the chauffeur.

4.2 The chauffeur client or any other passenger **MUST** wear a safety belt before the vehicle is set in motion. Children of 3 years of age and under should be fastened in a baby seat. The chauffeur will not drive a vehicle where the passengers in transit are not wearing safety belts and children fastened into baby seats.

4.3 The vehicle may not be used for any illegal and/or unlawful activities, or any other form of high-risk activities **including smoking.**

4.4 Corrosive, noxious, hazardous, flammable, explosive, radioactive or other dangerous goods and/or materials, or any goods and/or materials which in ECS's opinion are likely to cause damage to the vehicle, may not be transported in vehicle.

**4.5 Baby seats, child seats or booster seats supplied by ECS would need to be fitted by the traveller at time of pick up and in the interests of safety will not be fitted by the chauffeur or dispatcher.**

4.6 The number of passengers/guests allowed per vehicle is as follows:

4.6.1. 3(three) guests for economy, comfort and executive.

4.6.2. 7(seven) guests for a Standard MPV (multi-purpose vehicle).

4.6.3. 13(thirteen) guests for a Large MPV - Toyota Quantum or similar.

4.7 Children and infants are counted as part of the number of passengers.

4.8 By law MPV's and bigger vehicles are only allowed to travel at a maximum speed of 100km/h.

## **5. SERVICE RATES, FEES AND CHARGES**

5.1 The Client agrees to pay ECS the service rates plus all other fees and charges opted for or utilised by the Client as contemplated overleaf, including, but not limited to miscellaneous charges, surcharges on fuel, other surcharges, additional chauffeurs, and any other miscellaneous charges and surcharges not specified overleaf.

5.2 Service rates, fees and charges will be calculated for the whole of the duration of this agreement (including any extended period as agreed by ECS) at the rates and on the basis set out overleaf, and, including all taxes levied on any amount payable by the Client.

5.3 In determining part of the service rates, fees and charges, the distance travelled by the vehicle will be determined from the vehicle's odometer, or if this is not possible for any reason, by ECS in its sole and absolute discretion, or any other fair and reasonable basis.

5.4 The Client will make payment to ECS of the service fees, rates and charges, within 25 (twenty five) days of date of an invoice, or statement from ECS, free of any deduction or set off.

5.6 If any amount is not paid on the due date, ECS may without prejudice to any right it may have, charge interest on the overdue amount at the applicable prescribed legal rates or prime as charged by Nedbank Bank Limited, plus 3%, whichever is the greater, and in the sole discretion of ECS.

5.7 R50.00 admin fee will be levied for any client's request to re-charge a different credit card than the one provided at the time of service.

## **6. INDEMNITY AND EXCLUSION OF LIABILITY**

**6.1 Neither ECS nor any of its directors, officers, employees, servants, contractors or agents will be liable for any loss or damage (including without limitation, any loss or damage to property left or transported in the vehicle, any loss of life, or any loss of or damage arising from the installation or**

**condition of a child seat or any other accessory in and/or on the vehicle) whether direct, indirect, consequential or otherwise arising from the provision of the services, inclusive of the vehicle, including, without limitation, any defect in and/or mechanical failure of the vehicle (howsoever arising and of whatever nature) or the failure of ECS to detect defects in or mechanical problems with the vehicle. ECS, its directors, officers, employees, servants, contractors or agents, are accordingly indemnified by the Client or his estate against any claim of any nature whatsoever, and howsoever arising from any damages or loss, which might be instituted against it arising from or connected with or pursuant to the rendering of the Service contemplated in this Agreement.**

## **7. GENERAL**

7.1 All notices and legal processes in terms hereof shall:

7.1.1 be given to the client at the address set out in the rental agreement (Client's chosen *Domicilium Citandi et Executandi*). Any notice posted to client shall be deemed to be received 7 days after posting, unless client proves the contrary;

7.1.2 be given to ECS at our head office at our appointed *Domicilium Citandi et Executandi* at 16 Ernest Oppenheimer Avenue, Bruma.

7.2 Client hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of any proceeding arising from this agreement even if the amount in issue would otherwise exceed the jurisdiction of such court. This consent shall not however, prejudice ECS in respect of their right to proceed in any court of competent jurisdiction.

7.3 This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by client and ECS.

7.4 ECS may claim and recover from client on demand all costs and expenses incurred by ECS in consequence, directly or indirectly, of any breach by client of this agreement, including attorney-and-own-client costs, collection commission and any related costs.

7.5 A provision of this agreement which is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity thereof.

7.6 This agreement shall be governed by the laws of the Republic of South Africa.

7.7 By client's signature hereto, the client accept all the charges charged by ECS in terms of this agreement.

7.8 Requests for specific chauffeurs; vehicle makes; models or colours cannot be guaranteed.