



**WE TRACK 24/7**

Reg. No. 2011/136793/07

PO Box 1333

Durbanville

Cape Town

7551

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## VEHICLE TRACKING & GSM SERVICES CONTRACT

This form, duly completed, including Addendum A (Required Services) and the Terms and Conditions, forms part of the contractual agreement entered into by and between the SUBSCRIBER named and identified in the following lines, and We Track 24/7 (hereafter referred to as WT24/7). **When completed, please fax your form to 021 975 2477.**

### 1. Private individuals (Please include a copy of the relevant ID and bank statement)

Title	<input type="text"/>	First name	<input type="text"/>	Surname	<input type="text"/>
ID No.	<input type="text"/>				
Employer	<input type="text"/>			Tel no.	<input type="text"/>
Insurance co./Broker	<input type="text"/>			Policy no.	<input type="text"/>
Marital status (tick)	<input type="checkbox"/> Single	<input type="checkbox"/> Married COP	<input type="checkbox"/> ANC with Accrual	<input type="checkbox"/> ANC no Accrual	
Name of spouse	<input type="text"/>	Spouse's ID	<input type="text"/>		

### 2. Businesses / Companies (Please include all relevant documentation)

Company name	<input type="text"/>	Contact person duly authorised by the company	<input type="text"/>
Registration no.	<input type="text"/>	VAT no.	<input type="text"/>
Insurance co.	<input type="text"/>	Policy no.	<input type="text"/>

### 3. Invoicing information

Postal address	<input type="text"/>		
	<input type="text"/>	Code	<input type="text"/>
Physical address	<input type="text"/>		
	<input type="text"/>	Code	<input type="text"/>
Tel no.	<input type="text"/>	Fax	<input type="text"/>
Cell no.	<input type="text"/>	E-mail	<input type="text"/>

INITIAL: \_\_\_\_\_

**4. Vehicle and registration details** (Please include a copy of the vehicle's registration papers or licence disc)

Registration no.  Engine no.  VIN no.   
 Vehicle make (eg VW)  Model (eg Polo)  Colour   
 Plate Number   
 Year     Preferred town/suburb for fitment

Registration no.  Engine no.  VIN no.   
 Vehicle make (eg VW)  Model (eg Polo)  Colour   
 Plate Number   
 Year     Preferred town/suburb for fitment

Registration no.  Engine no.  VIN no.   
 Vehicle make (eg VW)  Model (eg Polo)  Colour   
 Plate Number   
 Year     Preferred town/suburb for fitment

Registration no.  Engine no.  VIN no.   
 Vehicle make (eg VW)  Model (eg Polo)  Colour   
 Plate Number   
 Year     Preferred town/suburb for fitment

**Optional free reminder service (Send copy of driver's licence)**

To be reminded of the following renewals, please specify the renewal date or other details:

**Vehicle 1:**

Vehicle registration   
 Vehicle licence  Professional Driving Permit (PDP)   
 Driver's licence  Service intervals  Every km  
 Other (specify details)

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**Vehicle 2:**

Vehicle registration

Vehicle licence  Professional Driving Permit (PDP)

Driver's licence  Service intervals

Other (specify details)

**Vehicle 3:**

Vehicle registration

Vehicle licence  Professional Driving Permit (PDP)

Driver's licence  Service intervals

Other (specify details)

**Vehicle 4:**

Vehicle registration

Vehicle licence  Professional Driving Permit (PDP)

Driver's licence  Service intervals

Other (specify details)

**5. Authorised user details**

**Primary user**  ID no.

Tel no.  Cell no.  Polling access required?

User name:  Password

**Secondary user**  ID no.

Tel no.  Cell no.  Polling access required?

User name:  Password

**Third user**  ID no.

Tel no.  Cell no.  Polling access required?

User name:  Password

The subscriber requires WT24/7 to react to alarms from the vehicle and respond to telephonic requests for information/service from the subscriber/authorised users named below, who are to have cellular phone access to the secure unit and information.

Subscriber signature

Date

INITIAL: \_\_\_\_\_

**6. Debit order authorisation** (Please attach a copy of a cancelled cheque or header of your bank statement)

Account holder	<input type="text"/>	Bank	<input type="text"/>	Account no.	<input type="text"/>
Branch	<input type="text"/>	Branch code	<input type="text"/>		
Account type	<input type="text"/>	Payment date:	<input type="text" value="1&lt;sup&gt;st&lt;/sup&gt; day of the month"/>		

I/We hereby acknowledge acceptance of the above services and costs, and authorise WT24/7 or it's cessionary in terms of the VEHICLE TRACKING & GSM SERVICES CONTRACT to draw against my/our banking account (details indicated above), varying amount

Name	<input type="text"/>	Signature	<input type="text"/>
Date	<input type="text" value="D D M M Y Y"/>		
Name	<input type="text"/>	Signature	<input type="text"/>
Date	<input type="text" value="D D M M Y Y"/>		

**7. Declaration**

The subscriber warrants that the above information is true and correct and, by his/her/their signature acknowledges entering into a VEHICLE TRACKING & GSM SERVICES AGREEMENT with WT24/7, on WT24/7's standard Terms and Conditions as provided in this contract and further acknowledges that he/she is authorised to undersign and enter into this agreement.

Name	<input type="text"/>	Signature	<input type="text"/>
Date	<input type="text" value="D D M M Y Y"/>		
Name	<input type="text"/>	Signature	<input type="text"/>
Date	<input type="text" value="D D M M Y Y"/>		

**ADDENDUM A:**

**Required services**

The subscriber wishes to receive the following selected services:

**Plan (36-month contract)**

Product Range	PRICING		Initial
	Price (VAT inclusive)	Quantity	
We Smart			
We Lite			
We Lite Eco			
We Bike			
We Care P2			

\* All units stay the property of We Track 24/7 and must be returned.

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## Accessories

Accessory	We Smart	We Lite	We Lite Mini	We Bike	We Can	Price	QTY	Initial
Unit tamper	✓	✓	✓	✓		R399 + R10pm		
Tom Tom / GARMIN Integration	✓					POA		
OBD	✓	✓			✓	R799 + R30pm		
OBD II Extension Cable	✓				✓	R399		
CANBUS	✓					R5 980 + R60pm		
Fuel Sensor	✓					R1 999 + R20pm		
Temperature Sensor	✓	✓				R1 499 + R30pm		
Radio Frequency Identification (RFID) Reader / ANTI HIJACK	✓	✓				R799 + R30pm		
Radio Frequency Identification (RFID) Tag	✓	✓				R69 each		
Barcode Reader	✓					R899 + R20pm		
MDT M7 / M7+	✓	✓				R1 799 + R30pm		
Interactive Hands-Free Voice Kit (Speaker & Microphone with RF Receiver)	✓					R499 + R35pm + R114 once-off		
Radio Frequency (RF) Dialer & Receiver	✓					R399 + R10pm		
PUSH BUTTON 24-hr Assist	✓	✓	✓	✓		R199 + R10pm		
Remote 24-hr Assist Button	✓	✓	✓	✓		R499 + R10pm		
Relay for Immobilizer	✓	✓	✓	✓		R399 + R20pm		
Online CCTV 3G						POA		
Park Alarm	✓	✓		✓		R342 + R25pm		
Tyre Pressure Monitoring System	✓					POA		

\* All per month pricing is subject to a 36-month contract (Ts & Cs apply). Prices include VAT

## Value-added services

Service	Price (VAT inclusive)	Quantity	Initial
Real-time monitoring by 24-hour control room	R39pm (included in monthly fee)		
SMS alerts	R1 per SMS		
Low battery power down / phone notification	R10pm (included in monthly fee)		
Unit insurance in case of theft	R35pm (Ts & Cs apply)		
Stolen vehicle recovery	R25pm		
Roadside assistance	R16pm		
SIM data from outside South Africa	R25pm		
Schedules	R25pm		
SARS log book	Free		

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# TERMS AND CONDITIONS

## 1. INTERPRETATION

In this Agreement:

- 1.1 Clause headings are for convenience and shall not be used in this interpretation.
- 1.2 Unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa and the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
  - 1.2.1 "Agreement" means this agreement, including the front page, as well as any other annexure and schedules from time to time incorporated by reference to this agreement.
  - 1.2.2 "Authorised users" means those who may be authorised by the Customer to request position updates in respect of the vehicle from the WT24/7MC or to request immobilisation of the vehicle.
  - 1.2.3 "Commencement date" means the date of the installation certificate.
  - 1.2.4 "WT24/7" means We Track 24/7 (Registration No. 2011/136793/07).
  - 1.2.5 "Customer" means the subscriber who is the person and/or company whose full details are set out on the face of the document, paragraph 1 and/or 2 hereof.
  - 1.2.6 "WT24/7MC" means We Track 24/7 Monitoring Centre.
  - 1.2.7 "False alarm" means an alarm signal sent to a WT24/7MC in respect of a panic alarm, area violation or battery tampering where such a condition is not an actual emergency and the Customer/authorised user has not notified the WT24/7MC in respect thereof.
  - 1.2.8 "GSM Service" is the service rendered by a cellular service provider for transmitting location and speed data from the product to an authorised user's cell phone and the WT24/7MC.
  - 1.2.9 "Installation certificate" means the certificate issued by a WT24/7 installer certifying that the product has been successfully installed in the vehicle.
  - 1.2.10 "Occurrence" means the happening of an event which initiates the recovery process or some other action for which the product is designed.
  - 1.2.11 "Prime rate" means the prime rate charged by Standard Bank of South Africa from time to time to its most favoured subscribers on unsecured overdraft accounts in which regard a certificate signed by an official of the said bank stating the interest rate applicable from time to time shall be prima facie proof of such interest rate.
  - 1.2.12 "Product" means the WT24/7 Secure range of products to be installed in the Customer's vehicle.
  - 1.2.13 "Service" means the package of services detailed in the price list and Stolen Vehicle Recovery and GSM Services contract, with reference to each individual version of the product.
  - 1.2.14 "Stolen Vehicle Recovery" means the recovery of the stolen vehicle/s through other recovery companies contracted by WT24/7 and instructed by WT24/7.
  - 1.2.15 "SMS" means Short Message Service.
  - 1.2.16 "Subscriber" means client/Customer being the party contracting with WT24/7 and the person or entity liable for payment of all the services received from WT24/7 and identified in the schedule.
  - 1.2.17 "Subscription charge" means the monthly amount (exclusive of VAT) payable by the Customer for the service as set out on the face hereof.
  - 1.2.18 "Territory" means the Republic of South Africa which is permanently covered by the GSM Network.
  - 1.2.19 "User manual" means the user manual in respect of the product to be installed for the Customer on the installation of the product.
  - 1.2.20 "VAT" means Value Added Tax payable in terms of the Value Added Tax Act No 39 of 1991 (as amended).
  - 1.2.21 "Vehicle" means the vehicle/s referred to in the schedules or added to the schedules in which the product will be installed for use under this agreement.

## 2. AGREEMENT AND DURATION

- 2.1 This agreement and the undersigning thereof constitutes an offer by the Customer to appoint WT24/7 to provide the tracking services and once this agreement is signed by the subscriber and accepted by WT24/7 either in writing (via e-mail or fax) or by its commissioning of the product, a binding agreement will come into existence between WT24/7 and the subscriber on the terms herein. The Customer endeavours to provide WT24/7 with the original signed agreement and failure to do so does not constitute the agreement null and void.
- 2.2 This express agreement with the Customer shall commence on the commencement date and shall endure for a fixed period of 36 (THIRTY SIX) months from the commencement date where after it shall continue indefinitely unless and until it is terminated by either party on the giving of 3 (THREE) months written notice to the other party.

## 3. SUBSCRIPTIONS

- 3.1 The Customer shall pay the monthly subscriptions in advance by way of direct bank debit order to WT24/7 from time to time. WT24/7 shall be entitled to increase the subscription by the giving of not less than 30 (THIRTY) days written notice to the Customer.
- 3.2 Any amounts not paid timeously shall become payable, together with interest thereon and the penalties charged to WT24/7 by the bank, from the date when the amount became due and payable until the date of payment at 2% (TWO PER CENT) above the prime rate.
- 3.3 In the event that a third party is paying the Customer's subscription, this shall in no way limit the Customer's obligation to pay such subscription in the event of the third party failing to do so.
- 3.4 The Customer agrees that the amounts contained in a Tax Invoice issued by WT24/7 shall be due and payable unconditionally in cash on installation or, if the Customer is a Credit Approved Customer, within 30 (THIRTY) days from the end of the month in which the Tax Invoice has been issued by WT24/7.
- 3.5 The Customer may not withhold payment of any amount due in terms of this contract for any reason whatsoever and no extension of time for payment of any amount shall be binding unless agreed to in writing by WT24/7.
- 3.6 The Customer is not entitled to set off any amount due to the Customer by WT24/7 against this debt in terms of the agreement.
- 3.7 The Customer agrees that a certificate issued and signed by any director or manager of WT24/7 or its duly appointed auditors from time to time, whose authority need not be proved, shall be **prima facie** proof of the indebtedness of the Customer at the date of such certificate.
- 3.8 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.
- 3.9 The Customer expressly agrees that no debt owed to WT24/7 by the Customer shall become prescribed before the passing of a period of 6 (SIX) years from the date the debt falls due.

## 4. LIMITATION OF LIABILITY

Whilst WT24/7 shall take every care to ensure that all reasonable efforts are made regarding the product and the service, such product and service can be affected by factors outside WT24/7's control. WT24/7 does not, accordingly, provide any warranty nor accept any liability arising in respect of any failure in the provision of the service arising from any negligence or gross negligence on the part of WT24/7 or its nominee or agents or subcontractors or any damage, including any loss of profits, business or revenue, or any consequential loss suffered by the Customer as a result of any delay, defect or other failure of the product or services. The Customer remains responsible for ensuring that the product is comprehensively insured at all times, whether on a rental option or otherwise.

## 5. CUSTOMER'S RESPONSIBILITY

- 5.1 The Customer should, on a weekly basis, upon prior notification to WT24/7, test the panic and other alarm statuses where applicable with the WT24/7MC to ensure that the product is always in good working order.
- 5.2 In the event of an occurrence and the Customer's vehicle being recovered, should the Customer elect not to collect the vehicle at the scene, the Customer hereby duly authorises the recovery service provider to tow the said vehicle away from the scene at the Customer's risk, that such vehicle will be stored at the Customer's risk and that he/she/it will be liable to the recovery service provider for any storage costs which become payable in respect of the storage of the said vehicle commencing from 24 (TWENTY FOUR) hours after the vehicle has been delivered to the recovery service provider's premises. All costs incurred in this regard shall be for the account of the Customer.
- 5.3 The Customer shall inform the vehicle manufacturer of the fitment of the product where the vehicle manufacturer requires such notification.
- 5.4 The Customer shall not be entitled to cede, assign, sub-contract or delegate any of its rights or obligations under this agreement without WT24/7's prior written consent.
- 5.5 The Customer shall provide WT24/7 with the data and personal information required in the schedule and shall update that data and information as and when change occurs.
- 5.6 In the event that the control room receives a Park Alarm exit/ Auto Park exit or any Alert from the Tracker, the Customer will be contacted in order for the Controller to dispatch Run Recovery. If the Customer fails to answer his/her mobile device Run Recovery will be dispatched automatically, if for some reason it is a False Alarm, the Customer will be charged an amount of R 3 500.00 which will be debited from their account. The above does NOT apply to subscribers of Run Recovery.

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## 6. WT24/7'S RESPONSIBILITY

6.1 Whilst every care will be taken by WT24/7 in the installation of the product, no liability shall be assumed of any nature whatsoever by WT24/7 in respect of there being any damage to the vehicle as a result of such installation of the product in the vehicle, prior to or after installation, unless noted on the installation certificate.

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6.2 WT24/7 shall be responsible for the repair and/or replacement, in its sole discretion, of the product, or any parts thereof at no charge to the Customer during the first 12 (TWELVE) months from the date of installation where the product is found to be defective due to faulty components, workmanship or design, but excluding any tampering, modification, collision and/or other damage sustained by the product outside the control of WT24/7. The replacement will not apply to product which is not installed by WT24/7 or product which has been modified, tampered with, misused or interfered with, and the Customer agrees that for the duration of this agreement it will neither tamper or interfere with the product, other than through WT24/7, or tamper with or use the SIM Card other than for its intended purpose. The replacement will not apply to water damage to the product.

## 7. SUSPENSION AND TERMINATION OF SERVICE

7.1 WT24/7 may, at any time, without notice and without incurring any liability whatsoever, suspend the service either in whole or in part in the event of any one or more or all of the following occurring:

7.1.1 Technical failure of the GSM network and/or its reporting structures, modifications/maintenance to the GSM network by the GSM service provider.

7.1.2 Due to any Government and/or regulatory authority requirement.

7.1.3 The GSM provider ceasing to make the network available to WT24/7 or if it stops trading for any reason whatsoever.

7.1.4 The Customer defaults in terms of the operating instructions in the user manual or fails to make any payment of any instalment on the due date thereof.

7.1.5 WT24/7 is prevented from rendering the service due to force majeure.

7.1.6 Any cancellation by either party after the initial period of the contact.

7.1.7 Automatically and without prior notice and without liability on the part of WT24/7, in the event of the Customer utilising the service in any manner deemed by WT24/7 in its sole and absolute discretion to be inappropriate (and the Customer hereby indemnifies and holds WT24/7 harmless against any claim that may arise against WT24/7 as a result of such improper use of the service). Automatically, further, if the Customer or authorised user misuses the system.

7.1.8 The Customer, failing to inform WT24/7 in writing within 7 (SEVEN) days after the change of any Director, Member, Shareholder, Owner or Partner or address or the alienation by the Customer of its business, and failure to give such notice shall constitute a material breach of this Agreement by the Customer to which WT24/7 shall have the right at its sole discretion to cancel the Agreement, alternatively, to withdraw any credit facility advanced to the Customer and demand payment of any amount then outstanding by the Customer in full.

7.1.9 The Customer shall be entitled to claim a pro-rat reduction of the services fee for the period during which the tracking services are suspended provided that the suspension endures for an uninterrupted period of no more than 48 hours.

## 8. ADDITIONAL CHARGES

8.1 The Customer shall be liable for all additional charges in respect of the de/re-installation of the product, any false alarms after the third one for any specific month, incident reports, testing the secure units, etc.

8.2 Additional ground recovery after the 1<sup>st</sup> recovery per vehicle per month will be charged at R500 + VAT per hour. This will be for the account of the Customer.

8.3 In the event that the Customer utilises the international roaming facility, he will be liable for the additional costs incurred by SMS/GPRS transmissions made while outside of the territory.

8.4 The Customer shall be entitled to request the number of reports, transmit the number SMS's and have a maximum data transfer per month as set out in the contract or user manual as the case may be. Any usage in excess to the allowable amount per month will be charged as per Standard Rates of WT24/7 for such excess.

8.5 Installations are to be performed at WT24/7 branches or approved fitment centres. Where on site installations are agreed upon, travelling in excess of a 100km round trip will be charged at R2.75/km.

8.6 All additional charges shall be payable by the Customer in terms of the Standard Rates of WT24/7 for any goods and services rendered then charged by it to its usual Customers, which rates may be obtained on request.

8.7 The Customer shall be entitled to an agreed number of SMS's in order to obtain information per month. In respect of a Secure test and emergency poles shall be charged at the usual rate charged by WT24/7. In the event that a Customer exceeds the allowable monthly usage, then such

Customer shall be charged for such extra usage as provided for in Clause 8.6.

## 9. THE WT24/7 SERVICE

9.1 WT24/7 shall use its best endeavours to maintain the availability of the WT24/7 Tracking Service to the Customer in the territory subject to the terms set out herein.

9.2 Where the vehicle/s are stolen in the territory during the period of this agreement, WT24/7 shall use its best endeavours to utilise the product and its resources and/or those of its nominee for the purpose of locating the stolen vehicle.

9.3 In giving effect to its obligations above, WT24/7 will utilise the product to monitor the alarm system of the vehicle and where a Customer does not itself report the theft of a vehicle, WT24/7 will contact one or more of the contact should an alarm signal be received from the product and will thereafter use its best endeavours to locate the vehicle.

9.4 WT24/7 will in its sole discretion have the right to sub-contract, cede or assign some or all of its obligations under this agreement to a third party without the necessity of first receiving the Customers consent.

9.5 Where the vehicle has been stolen, it shall be the responsibility of the Customer to inform WT24/7 immediately. In the event that the vehicle is located other than by WT24/7 or its agents, or if the Customer fails to act under this obligation timeously, WT24/7 shall be entitled to recover from the Customer that portion of amounts as were incurred as a result of the Customer's failure to execute the obligations timeously.

9.6 Whilst WT24/7 will use its best endeavours to locate the vehicle, once stolen, due to circumstances outside the control of WT24/7, or its nominee, WT24/7 does not warrant that its endeavours will lead to the location and recovery of the vehicle.

9.7 The Customer shall ensure it is familiar with the correct operating procedure for the product and the use of WT24/7 tracking services.

9.8 WT24/7 obligations under this agreement are limited to the monitoring of the product and use of the best endeavours to locate the vehicle. Where the Customer has chosen for the recovery of the vehicle, the Customer acknowledges that WT24/7 is contracted to a third party, nominee or person to recover the vehicle and or provide services in terms of this agreement. In the event that such third party, nominee or person ceases to make such services available for any reason whatsoever, whether temporarily or not, WT24/7 in its sole discretion and without incurring any liability at any time and from time to time, suspend the WT24/7 service in whole or in part.

## 10. OPERATION IN TERRITORY

The Customer acknowledges that the product will only operate in the territory in the event that a GSM network of the GSM service provider is available and obtaining a signal in the area where the vehicle is being operated.

## 11. OWNERSHIP

11.1 Ownership in the Sim card and connected GSM subscription shall always vest in WT24/7.

11.2 All unit/s stay the property of WT24/7 and must be returned.

## 12. GENERAL

12.1 This document contains the entire agreement between the parties and neither of them shall be bound by any undertakings, representations, warranties, promises and the like not provided herein and no alteration or addition to this agreement shall be valid unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of WT24/7.

12.2 In the event that WT24/7 institutes any legal proceedings of any nature whatsoever against the Customer arising out of this agreement, the Customer shall be liable to pay all the legal expenses of WT24/7 on the attorney and own client scale, including but not limited to any tracing fees, collection charges, valuation fees or any other costs WT24/7 may incur in respect of such an action.

12.3 The Customer agrees that WT24/7 will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.

12.4 Any document shall be deemed duly presented/delivered to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.

12.5 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).

12.6 The Customer undertakes to inform WT24/7 in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of

such written notification, WT24/7 reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

- 12.7 The Customer hereby consents to the storage and use by WT24/7 of the personal information that it has provided to WT24/7 for establishing its credit rating and to WT24/7 disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that WT24/7 will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party
- 12.8 Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.
- 12.9 Any order is subject to cancellation by WT24/7 due to acts of God or any circumstance beyond the control of WT24/7, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
- 12.10 Any order is subject to cancellation by WT24/7 if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
- 12.11 Ownership in all goods/product remains the property of WT24/7.
- 12.12 In the event that the subscriber is a legal entity, the signatory acknowledges that the legal entity has given the necessary resolutions and permission to enter into the agreement with WT24/7.

13. **INDEMNITY**

- 13.1 The Customer hereby indemnifies WT24/7 against any claims for damage to the vehicle resulting from a refusal on the part of the vehicle manufacturer to honour the vehicle warranty or maintenance plan, which refusal is based on the product having been fitted to the vehicle.
- 13.2 The Customer indemnifies WT24/7 against any claims for damage to the vehicle which are not covered by the vehicle manufacturer's warranty, and which can be linked to the Product installation and/or functioning.
- 13.3 Where the Customer has selected the immobilisation option, he acknowledges that neither WT24/7, its subsidiaries or affiliates accepts or shall have liability of whatever nature and howsoever arising in respect of any claim, damages, loss, expense, injury or loss of life which may occur directly or indirectly as a result of the immobilisation function functioning, not functioning or malfunctioning.

14. **BREACH**

In the event that the Customer fails to pay any amount due in terms of this Agreement, or is in breach of any other term of this Agreement and after having received due notice thereof from WT24/7 and failing to remedy such breach within 7 (SEVEN) days thereof, then and in that event WT24/7 shall be entitled:

- 14.1 to immediately institute action against the Customer claiming from the Customer the full balance outstanding in respect of any uncompleted portion of the initial period of 36 (THIRTY SIX) months, or
- 14.2 to cancel the Agreement and take possession of any goods delivered to the Customer and claim any damages suffered. These remedies are without prejudice to any other right WT24/7 may be entitled to in terms of this Agreement, or in Law.
- 14.3 In the event of cancellation by WT24/7, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil. All legal fees incurred by WT24/7 against the Customer is payable on a scale between attorney and own client.
- 14.4 The Parties consent to the jurisdiction of the Magistrate's Court.

15. **EXTENDED WARRANTY/MAINTENANCE**

If the Subscriber accepts this option, WT24/7 shall maintain and repair the unit, should it break, for the entire period of the agreement at no extra cost, unless circumstances as set out in Clause 6.2 above occur.

16. **INSURANCE**

If the Subscriber accepts the insurance option, WT24/7 will keep the unit insured against all risks of theft or damage from collision and/ or any other damage sustained by the product for the duration of the contract. If the vehicle gets stolen and the client is not insured through WT24/7, the client will be liable to pay for the replacement of the unit, such a price can only be determined at the time of the occurrence as the cost will be dependent on the dollar to Rand exchange.

17. **TERMINATION**

If the Subscriber wishes to terminate this Agreement for any reason whatsoever within the first 30 days, the Subscriber may apply to WT24/7 for such with a cancellation penalty of 50% of the remaining Agreement term plus de-installation costs and return of the tracking unit to WT24/7.

18. **SURETY**

The signatory hereby binds himself/herself in his/her personal capacity as surety and co-principal debtor in solidum for the due performance of all the subscribers' obligations under this Agreement.

19. **WT24/7 FLEET MANAGEMENT OR ADDITIONAL SERVICES**

WT24/7 may offer to the Customer the services necessary for the facilitation of vehicle fleet management. In the event that the Customer wishes to subscribe for those additional services, then it shall execute WT24/7's fleet management service agreement which agreement will, save for the amendments which are necessary to give meaning to that agreement, be subject to the terms and conditions set out in this agreement.

**RENTAL AGREEMENT**

**ACKNOWLEDGEMENT OF DEBT**

1. Should any payment due in terms hereof not be made on due date, the Creditor may regard the balance of the capital sum and interest owing in terms hereof as due and payable immediately, and may issue summons therefor in any competent court without further notice or demand to the Debtor. No act of relaxation on the part of the Creditor in regard to the carrying out of any of the Debtors' obligations in terms of this acknowledgement of debt shall prejudice or be deemed to be a waiver of any of the Creditor's rights in terms hereof.
2. The Debtor hereby agrees and consents to the jurisdiction of the Magistrates' Court in terms of Section 45 of the Magistrates' Court Act, Act 32 of 1944, as amended.
3. Should the Creditor incur costs in the collection of the capital sum, the Debtor shall pay such costs on an attorney-and-own-client scale, including (but not limited to) all legal costs, collection commission and tracing costs.
4. The capital sum shall become due and payable immediately in the event of the insolvency of the Debtor or if the Debtor commits an act of insolvency.
5. All payments made by the Debtor shall be allocated first to interest and then to the capital sum.
6. The Debtor acknowledges that any certificate issued under signature of the Creditor or his duly authorised agent that purports to certify the amount due hereunder shall be accepted as *prima facie* proof of such indebtedness and shall have sufficient probative value to enable the Creditor to obtain summary judgement or provisional sentence against the Debtor in any competent court for the amount stated in such certificate.
7. The Debtor shall not be entitled for any reason whatsoever to withhold or defer any payment stipulated for in this acknowledgement of debt.
8. The Debtor chooses the stated above address as his chosen *domicillium citandi et executandi*.

Signed at: \_\_\_\_\_

On (date): \_\_\_\_\_

\_\_\_\_\_  
Client Representative WeTrack 24/7

Name and surname of signatory: \_\_\_\_\_

ID no.: \_\_\_\_\_

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

**VEHICLES: ADDENDUM TO THE STOLEN VEHICLE RECOVERY & GSM SERVICES CONTRACT**

This document serves as an annexure to the "Agreement" as envisaged in item 1.2.1 of the Terms and Conditions of Agreement attached to the VEHICLE TRACKING & GSM SERVICES CONTRACT entered into between the Subscriber described above and WT24/7.





## **TERMS AND CONDITIONS:**

### **1. INTERPRETATION**

The following expressions shall have meaning set opposite them below; cognate expressions shall bear corresponding meanings:

- 1.1 THE SYSTEM – Means any satellite tracking system provided and installed to clients' vehicles and maintained by authorized dealers.
- 1.2 OTHER SYSTEMS – any other system as agreed to in writing.
- 1.3 RECOVERY SERVICE – means the surveillance service rendered by PFK RECOVERY SERVICES.
- 1.4 SURVEILLANCE SERVICE – means the surveillance service by PFK RECOVERY SERVICES.
- 1.5 SERVICE AREA – means the boundaries of the RSA or any foreign country as agreed upon by the parties.
- 1.6 EFFECTIVE DATE – means the date of signing hereof party which signs last.
- 1.7 SCHEDULE – means any schedule that is attached to this agreement and shall be deemed to form an integral part hereof.

### **2. RECORDAL**

The parties do record and agree as follows:

- 2.1 PFK RECOVERY SERVICES renders a Recovery Services and or Surveillance Services in the Service Area to the client.
- 2.2 The client accepts the service rendered on the terms and conditions contained herein.

### **3. DURATION**

3.1 This Agreement shall commence on the EFFECTIVE DATE and shall endure for a period of thirty six (36) months after which this agreement with automatically be renewed on such terms and conditions as mutually agreed upon unless cancelled in writing with a notice period of thirty (30) days by either of the parties.

### **4. EXTENT OF SERVICE**

The Recovery Service and/or Surveillance Service rendered by PFK RECOVERY SERVICES in the Service Area to the Client in regard to its vehicles: On which the system or other systems has been installed, and which vehicles are on the database of the Tracking Company or other service provider.

- 4.1 The Recovery Service will only be applicable on vehicles, which have been hijacked or stolen, and recovery in any other event will be for the account of the Client.
- 4.2 The Recovery Service and/or Surveillance Service are rendered 24 (Twenty Four) hours per day 7 (Seven) days per week, throughout the Service Area.
- 4.3 The Recovery Service will be rendered on a continuous basis and the instruction to recover will be issued by PFK RECOVERY SERVICES immediately after the distress alarm has been activated on the vehicle.
- 4.4 Reaction units will be placed on all major routes throughout the Service Area which units will be based in the following centers:
  - 4.4.1 Cape Town, Johannesburg, Roodepoort, Kempton Park, Pretoria, Bloemfontein, Welkom, Harrismith, Durban, Pietermaritzburg, Richardsbay, Newcastle, Kokstad, Ermelo, Nelspruit, Witbank, Pietersburg, Klerksdorp, Mafikeng, Vryburg, Rustenburg, Upington, Kimberly, Colesberg, Aliwal North, Queenstown, East London, Port Elizabeth, Heidelberg, Beaufort West and George.
- 4.5 Reaction Units will be on standby 24 (Twenty---Four) hours per day, 7 (Seven) days per week.
- 4.6 A detailed report will be provided to the Client in the event of the recovery of the vehicle in terms of subparagraph 4.2 above.
- 4.7 In any event which does not fall under the above mentioned paragraph, a detailed report will be provided by PFK RECOVERY SERVICES on request of the Client at the prescribed rate.
- 4.8 The recovered vehicle will be towed and delivered to a venue at the cost mutually agreed upon by PFK RECOVERY SERVICES and the Client, which costs will be for the account of the client.

### **5. PFK RECOVERY SERVICES OBLIGATIONS**

5.1 PFK RECOVERY SERVICES hereby undertakes that it will at all times during the duration of this Agreement, perform the terms and conditions as set out in this Agreement and in particular will ensure that:

- 5.1.1 The Recovery Services & Surveillance Service is rendered in terms of paragraph 4 above on a professional and in a diligent manner.
- 5.1.2 The Clients vehicle database is up to date and immediately withdraws or includes vehicles as requested by the Client in the database of your service provider.
- 5.1.3 Monthly invoices are issued to client for services rendered.
- 5.1.4 To respect lives, secure the vehicle cargo with whichever force as is necessary and prevent unnecessary damage to the vehicle as far as is possible when a vehicle is recovered.
- 5.1.5 Instructions are received from the Client if the recovery extends to outside the Service Area to continue such recovery and agree on a fee applicable.
- 5.1.6 Instructions are received from the Client in regard to the towing of the vehicle, to which venue it must be towed and against what costs, prior to such steps being taken.

### **6. CLIENTS OBLIGATIONS**

6.1

The Client hereby undertakes that it will at all times during the duration of this Agreement perform the terms and conditions set out in this Agreement and in particular ensure that:

- 6.1.1 The vehicle database is up to date by way of informing PFK RECOVERY SERVICES in writing of the following:
  - 6.1.1.1 The withdrawal of any vehicle from active service.
  - 6.1.1.2 The inclusion of a new vehicle to active service.
- 6.1.2 The Tracking System on all the vehicles of the Client that are in the database of your service provider is properly maintained.

### **7. RENUMERATION**

- 7.1 The Client will pay a monthly fee per vehicle to the Tracking Company WE TRACK 24.
- 7.2 In the event of a helicopter being used during a recovery it will be at the discretion of PFK RECOVERY SERVICES and will be discussed with the Clients' broker.

### **8. BREACH OF CONTRACT**

8.1 In the event of any party to this Agreement failing to fulfil an obligation imposed upon him in terms of this Agreement, and remaining in default in respect thereof after having received written notice requesting compliance for a period of 14 (Fourteen) days of the date of receipt thereof (or such extended period as may be reasonable in the circumstances) the innocent party shall be entitled as his election:

- 8.1.1 To cancel this Agreement subject to the condition that this right may only be exercised in cases where the breach of contract is material; or
  - 8.1.2 In the alternative to sub---paragraph 9.1.1, to enforce specific performance of the obligation in question, and
  - 8.1.3 To claim such damages as he may have suffered in consequence of is having exercised either the aforementioned remedies,
- 8.2. The rights granted in terms of this paragraph are without prejudice and additional to any other rights, which party a may be, entitled to exercise at Common Law.

### **9. GENERAL**

- 9.1 This Agreement constitutes the sole and exclusive Agreement between the parties with regard to this matter.
- 9.2 No amendment, amplification or consensual cancellation of this Agreement shall be of force, unless reduced to writing and signed by the parties or their agents duly authorized thereto in writing.
- 9.3 All the terms and conditions of this Agreement shall be deemed to be material.
- 9.4 Any relaxation, indulgence, extension or waiver which one party may grant or extend to the other, shall in no way affect or prejudice the rights of the former under this Agreement or in any way be regarded as a waiver or novation of the former's rights in terms of this Agreement.

INITIAL: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Subscriber account no.	<input type="text"/>	Fitment centre name	<input type="text"/>
Installation certificate no.	<input type="text"/>	Invoice no.	<input type="text"/>
Sales representative	<input type="text"/>		
Private individual	Copy of ID <input type="checkbox"/>	Cancelled cheque / bank statement / payslip <input type="checkbox"/>	Signature & initials <input type="checkbox"/>
Business	Order no. <input type="checkbox"/>	Cancelled cheque <input type="checkbox"/>	Signatory ID <input type="checkbox"/> Signature & initials <input type="checkbox"/>
Both	Debit order details verified <input type="checkbox"/>	Subscriber name on all forms <input type="checkbox"/>	
Checked & captured by	<input type="text"/>	Date	<input type="text"/>

***Please fax your completed agreement to 021 975 2477.***  
**The agreement will be deemed to be accepted on written notice from WT24/7 or by commissioning of the product.**