



**WE TRACK 24/7**

Reg. No. 2011/136793/07

PO Box 1333

Durbanville

Cape Town

7551

Tel: 086 111 7673

Fax: 021 975 2477

E-mail: [info@wetrack247.co.za](mailto:info@wetrack247.co.za)

## 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"/>

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

Registration no.	<input type="text"/>	Engine no.	<input type="text"/>	VIN no.	<input type="text"/>
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Vehicle make (eg VW)  Model (eg Polo)  Colour   
 Year     Preferred town/suburb for fitment

### 5. Authorised user details

**Primary user**  ID no.   
 Tel no.  Cell no.  Polling access required?  YES  NO  
 User name:  Password   
**Secondary user**  ID no.   
 Tel no.  Cell no.  Polling access required?  YES  NO  
 User name:  Password   
**Third user**  ID no.   
 Tel no.  Cell no.  Polling access required?  YES  NO  
 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

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

Account holder  Bank  Account no.   
 Branch  Branch code   
 Account type  Payment date:  1<sup>st</sup> day of the month

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

Name  Signature   
 Date        
 Name  Signature   
 Date

### 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  Signature

Date

D	D	M	M	Y	Y
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Name

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Date

D	D	M	M	Y	Y
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Signature

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**ADDENDUM A:**

**Required services**

The subscriber wishes to receive the following selected services:

**Plan (36-month contract)**

Plan*	PAYMENT OPTIONS				Initial
	Option 1		Option 2		
	Price (VAT inclusive)	Quantity	Price (VAT inclusive)	Quantity	
<b>We Smart</b>	R1 999 + R149pm		R999 + R199pm		
<b>We Lite</b>	R1 799 + R149pm		R799 + R199pm		
<b>We Lite Mini</b>	R1 599 + R149pm		R599 + R199pm		
<b>We Bike</b>	R1 899 + R149pm		R899 + R199pm		
<b>We Can</b>	R1 999 + R169pm		Not available		

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

**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		

\* 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		

### 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	<input type="text"/>		
Vehicle licence	<input type="text"/>	Professional Driving Permit (PDP)	<input type="text"/>
Driver's licence	<input type="text"/>	Service intervals	<input type="text" value="Every"/> <input type="text" value="km"/>
Other (specify details)	<input type="text"/>		

#### Vehicle 2:

Vehicle registration	<input type="text"/>		
Vehicle licence	<input type="text"/>	Professional Driving Permit (PDP)	<input type="text"/>
Driver's licence	<input type="text"/>	Service intervals	<input type="text" value="Every"/> <input type="text" value="km"/>
Other (specify details)	<input type="text"/>		

#### Vehicle 3:

Vehicle registration	<input type="text"/>		
Vehicle licence	<input type="text"/>	Professional Driving Permit (PDP)	<input type="text"/>
Driver's licence	<input type="text"/>	Service intervals	<input type="text" value="Every"/> <input type="text" value="km"/>
Other (specify details)	<input type="text"/>		

#### Vehicle 4:

Vehicle registration	<input type="text"/>		
Vehicle licence	<input type="text"/>	Professional Driving Permit (PDP)	<input type="text"/>
Driver's licence	<input type="text"/>	Service intervals	<input type="text" value="Every"/> <input type="text" value="km"/>
Other (specify details)	<input type="text"/>		

# TERMS AND CONDITIONS

indefinitely unless and until it is terminated by either party on the giving of 3 (THREE) months written notice to the other party.

## 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

## 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.

## 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.

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

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





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.

***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.**