

AFRICAN MOTORSPORT SAFARIS (PTY) LTD
PARTICIPATION AGREEMENT
(AMS Participation Agreement)

1. Agreement entered into between:

1.1 African Motorsport Safaris (Pty) Ltd, (referred to as "**AMS**").

And:-

1.2 Particulars of Client:

1.2.1 Full Name:(referred to as "**the Client**".)

1.2.2 Passport Number/ Identity Number:_____

1.2.3 Physical Address Country of

origin:_____

1.2.4 Physical Address South

Africa:_____

1.2.5 Cellular Phone

Number:_____

1.2.6 Email

address:_____

1.2.7 Date and Country of Issue of Driver's

License:_____

1.2.8 Driver's License Expiry

Date:_____

1.2.9 Business address n Country of

Origin:_____

1.3 Particulars of Driver of AMS Motor vehicle: (If different from Client)

Full Name (referred to as "**the**

Driver"):_____

1.3.1 Passport Number/ Identity

Number:_____

1.3.2 Physical Address Country of

origin:_____

1.3.3 Physical Address South Africa:_____

1.3.4 Cellular Phone Number:_____

1.3.5 Email

Address:_____

1.3.6 Date of Issue of Driver's License:_____

1.4 Particulars of Passenger:

Full Name: (referred to as "**the Passenger**"):

1.4.1 Passport Number/ SA Identity

Number:_____

1.4.2 Physical Address Country of

origin:_____

1.4.3 Physical Address South

Africa:_____

1.4.4 Email
Address: _____

1.4.5 Postal
Address: _____

1.4.6 Age of Passenger (only if still a
minor): _____

- 2 **All passengers** to participate in an AMS Activity must individually agree to the Participation Agreement (parents/guardians must agree on behalf of minors).

3 **Next of Kin:**

3.1 (Name): _____

3.2 Passport Number/ Identity Number: _____

3.3 Physical Address Country of origin: _____

3.4 Physical Address South

Africa: _____

3.5 Cellular Phone Number: _____

3.6 Email

Address: _____

3.7 Relationship: _____

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4 **Activity:**

6.1 I/We herewith ascribe to participate in the following **AMS Activity**:

6.1.1 Date AMS Activity commences: _____ Date AMS Activity ceases: _____

The AMS Activity will commence at the AMS premises at _____ on _____ 2026, and the AMS Vehicle must be returned to the same address at conclusion of the Activity Period.

5 **Payment:**

7.1 We undertake to pay AMS:

7.1.1 Activity Rate R_____

7.2 AMS may, at its sole discretion, take a Holding Deposit on your Credit Card in the amount of R50 000.00 subject to **AMS Standard Terms and Conditions** in Annexure A.

7.3 At the conclusion of the Activity Period, you may be liable for all additional charges and or amounts as provided for in **AMS Standard Terms and Conditions**, if applicable.

6 **Terms and Conditions:**

6.1 All reservations, amendments & cancellations will only be accepted in writing, via WhatsApp (+27828217109) or email (info@africanmotorsportsafaris.com).

6.2 Cancellation Policy: If a confirmed day tour reservation is cancelled, cancellation fees (as a % of the full amount) will be levied as follows:

Cancellation more than 7 days prior to commencement of tour – 25%

Cancellation between 7 days and 3 days prior to commencement of tour – 50%

Cancellation less than 72 hours prior to commencement of tour – 100%

6.3 If a driver/passenger(s) fails to join the tour, or joins it after departure, or leaves it prior to completion, no refund, pro-rata or otherwise, will be given. Whilst AMS will make every effort to follow the agreed itinerary on the day, it is understood that re-routing may become necessary due to circumstances beyond our control. (e.g.: road closures, traffic congestion, unsafe conditions, unanticipated breakdowns, etc).

- 6.4 Delayed Pick-up policy: AMS allows a 30-minute leeway with agreed departure times. Should the client/client's group exceed this leeway, AMS can choose to either withdraw and terminate the tour with no refund, or choose to wait, with an additional charge of R1000 per half an hour or part thereof being levied.
- 6.5 Payment Policy: A minimum payment of 100% of the full invoiced cost is required to secure a booking unless otherwise agreed in writing with AMS. The booking will only be secured once payment has been received. If you're paying via a credit card, please ensure your payment has been processed by your bank. Bank EFT/Wire payments from non-South African banks will attract a transaction levy of ZAR350 per booking.
- 6.6 All passengers are automatically covered by our Passenger Liability Insurance cover for up to R15 million per event.
- 6.7 Should the Client be involved in an accident with a third party, the following will apply **if NO Insurance Excess Waiver is taken:**

Party responsible for accident	
Client (not third party)	Client is liable for full cost of damage to the lesser of R50 000 or actual damage, including assessment, towing and claim handling fees. Third Party Damage is claimed from Client by AMS directly in his / her own capacity.
Third party (not Client)	Client is not liable for full cost of Damage, including assessment, towing and claim handling fees. Client can claim back other damage suffered from third party in his / her own capacity. AMS will provide any assistance required.

Insurance Excess Waiver: Should the Client choose to take out Insurance Excess Waiver of Euro 200/ US \$ 230/ GB £ 175, **no insurance excess will be payable** in the event of damage.

Yes, I want to take out Insurance Excess Waiver (mark with "X")

☐

No, I do not want to take out Insurance Excess Waiver (mark with "X")

☐

7. Please note:

This is not a race or race experience; it is a lifestyle and fun experience and not one for abusing a sport car. AMS, at its sole discretion, may terminate the experience at any time if AMS deems the participant has breached this rule.

Only ONE alcoholic unit per person allowed per day. AMS, at its sole discretion, can terminate the experience at any time if AMS deems the participant has exceeded this limit.

NO reckless driving, wheel spinning, harsh cornering or unnecessary harsh braking, no overtaking of the lead/guide vehicle will be permitted at any stage.

Closed shoes only, no "flip flops"/beach sandals etc.

Our vehicles are fitted with TWO-WAY dashcams that record all activity, for your protection and ours. The camera may not be switched off at any time. Should the camera be switched off the burden of proof will lie with the participant to prove that he/she was not at fault in the event of an accident or incident.

PSM (Porsche Stability Management system) may NOT be switched off.

8. Full AMS Standard Terms and Conditions:

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I have carefully read the AMS Standard Terms and Conditions below and agree to the content thereof.

Signed on this ___ day of ___ 2026 at _____

Client/Driver _____

Signed on this ___ day of ___ 2026 at _____

Passenger: _____

AMS' STANDARD TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

1. In this agreement unless the context indicates otherwise:

- 1.1 **"Activity Period"** means the period as stipulated on the AMS Website in respect of the indicated AMS Activity chosen in the AMS Participation Agreement, for the duration of the specific AMS Activity and include in particular the period between the date when the AMS Vehicle is delivered to the Client and the Termination date and time as specified on the AMS Participation Agreement or if such period is extended, the time and date entered on AMS's records.
- 1.2 **"Additional Driver"** means the person who, in addition to the Driver, is reflected on the AMS Participation Agreement as being permitted by AMS to drive the AMS Vehicle but who will comply with the requirements as stipulated for **"Driver"** below.
- 1.3 **"Additional Equipment"** means equipment that is not factory fitted in the AMS Vehicle, including but not limited to navigation equipment (GPS), two way radio, roof rack etcetera.
- 1.4 **"AMS"** means African Motorsport Safaris (Pty) Ltd, a private company with limited liability duly registered in accordance with the company laws of South Africa with registration number **2024/686480/07**.
- 1.5 **"AMS Activity"** means the specific activity as indicated in the AMS Participation Agreement chosen by the Client and any and all other related activities associated with and/or attached to the AMS Activity and/or required to execute the AMS Activity and/or indicated upon the **AMS Itinerary**.
- 1.6 **"AMS Agreement"** means the entire agreement entered into between the parties to enable the Client to participate in any and all the AMS Activities presented by AMS and includes the AMS Participation Agreement, AMS' Standard Terms and Conditions and all other annexures that may be attached thereto or referred to therein(if applicable). Once the Client has completed and submitted the written AMS Participation Agreement (physically or electronically, whichever may be applicable) it will have the effect of a legal binding agreement between the parties.
- 1.7 **"AMS Itinerary"** means the specific itinerary provided by AMS for the AMS Activity indicated in the AMS Agreement.
- 1.8 **"AMS Participation Agreement"** means the written document completed and signed by the Client, Driver and Passenger with their personal details and choice of Activity, either electronically or otherwise, together with the terms and conditions contained therein.
- 1.9 **"AMS Vehicle/s"** means the vehicles provided by AMS and allocated to a client to participate in the AMS Activities presented by AMS as described in the AMS Participation Agreement including all keys, tyres, tools, equipment, accessories (including e-tag if applicable), Additional Equipment and documents in and on the AMS Vehicle when the Client takes delivery of the AMS Vehicle at the AMS Warehouse Location, alternatively any other place stipulated in the AMS Participation Agreement, and includes any replacement for the AMS Vehicle which has been officially authorised by AMS, whether or not such replacement was authorised or approved by the Client.
- 1.10 **"AMS Warehouse Location"** means the warehouse or other premises indicated by AMS where the client will take collection of the AMS vehicle/s.
- 1.11 **"Claims Administration Fee"** means an administration fee levied by AMS in the amount of R5000.00 charged by **AMS** in all instances where a claim needs to be processed in respect of any damages whatsoever, loss of or theft of the AMS Vehicle.
- 1.12 **"Client"** means all of the persons whose names appear on the AMS Agreement as Client, Driver or Additional Driver.
- 1.13 **"Damage(s)"** (in relation to the AMS Vehicle and / or Third Party Damage) means the actual costs, including but not limited to towing, transporting and storing the AMS Vehicle, repairing any damage, replacing parts or accessories (without allowing for depreciation), paying an expert to inspect collision damage and report thereon (assessor's costs), or any other charges incurred related to an incident of whatsoever nature, and includes a total Loss when applicable.
- 1.14 **"Day"** means a period of 24 hours (or any part thereof), calculated from the time as reflected on the AMS Participation Agreement.
- 1.15 **"Delivery"** means the instance when the Client or his representative takes possession of the keys of and/or the AMS Vehicle (including Additional Equipment if applicable) at the AMS Warehouse Location, *alternatively* any other place stipulated in the AMS Participation Agreement or the terms and conditions;
- 1.16 **"Document Administration Fee"** means a R500.00 once-off charge per activity which is used to cover various administration expenses.
- 1.17 **"Driver"** means such person who is reflected on the AMS Participation Agreement as being permitted by AMS to drive the Vehicle, which person shall in accordance with AMS Young Driver Policy not be

under the Age of 21 years and be in possession of a valid driver's license for a period of at least three years prior to the commencement of the AMS Activity.

- 1.18 **"Driver's license"** means a valid driver's license issued by the South African authorities alternatively similar international authorities who may issue a driver's licence and which driver's licence must be a competent and accepted driver's license in South Africa.
- 1.19 **"Extended Period"** means any extension of the Activity Period beyond the agreed return date or time reflected on the AMS Participation Agreement and authorised by AMS.
- 1.20 **"Liability"** means and includes the amount(s) reflected in the AMS Participation Agreement which is due and payable in respect of the AMS Activity, as well as all amounts in respect of damage, loss and / or theft (of the AMS Vehicle and any third-party loss or damage
- 1.21 **"Overdue Administration Fee"** means an immediate fee of R5000.00 charged to the Client in the event that the AMS Vehicle is not returned by the Client to AMS at the agreed date and time at the expiry of the AMS Activity Period.
- 1.22 **"Termination date"** means the date reflected in the AMS Participation Agreement upon which the AMS Vehicle must be returned to AMS at the AMS Warehouse location or such other location as indicated upon the AMS Participation Agreement, alternatively any extended date when the AMS Vehicle needs to be returned to AMS as subsequently agreed upon by and between the parties and so reflected on AMS' records.
- 1.23 **"Third Party Damage"** means any claims made by a third party in respect of Damages or loss that the Client has actually or is alleged to have caused to the property and / or vehicle of a third party.
- 1.24 **"Total loss"** (in relation to an AMS Vehicle) means:
 - 1.24.1 Damages (see clause 1.13) where the estimated costs of repairs less any salvage (if applicable) are such that the AMS Vehicle is, in the sole and absolute discretion of AMS or its appointed agents, uneconomical to repair; or
 - 1.24.2 In the case of a stolen and/or lost AMS Vehicle; the retail value including the custom build costs of the AMS Vehicle as presented by Safari Project (Pty) Ltd, alternatively the price of a new vehicle, including the custom build costs, to substitute the lost or stolen vehicle, as supplied by Safari Project (Pty) Ltd, as at the date of loss.
- 1.25 **"Traffic Fine Administration Fee"** means an amount of R2500.00 levied by AMS to administer any traffic fine(s) incurred by the Client whilst using the AMS Vehicle during the Activity Period as set out in the AMS Participation Agreement.
- 1.26 **"Tourism Levy,"** means the relevant amount, if any, levied by the tourism authorities of South Africa.
- 1.27 **"Undercarriage"** means the supporting framework underneath a AMS Vehicle, and for the purpose of this agreement also parts such as axles, brake lines, sump and exhaust system.
- 1.28 **"Website"** means AMS' official website which can be accessed at www.africanmotorsportsafaris.com.
- 1.29 The singular shall include the plural and vice versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and vice versa.
- 1.30 If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only stated in the definition clause, effect shall be given to it as if it was a substantive provision in the body of the terms and conditions.

2. DELIVERY OF THE AMS VEHICLE / ADDITIONAL EQUIPMENT

- 2.1 Delivery of the AMS Vehicle takes place at the time the Client or his representative takes possession of the keys and/or AMS Vehicle (including Additional Equipment if applicable) at the AMS Warehouse location alternatively such other place stipulated in the AMS Participation Agreement.
- 2.2 The AMS Vehicle shall be deemed to have been delivered in good order and repair (fair wear and tear excluded) and without any damage (including but not limited to the paintwork, upholstery, tyres, windshield, side glass, lights and accessories) **unless** any damage to the AMS Vehicle / Additional Equipment is recorded in writing and signed by both parties. In the event that no damage is recorded in writing at the time of delivery of the AMS Vehicle (fair wear and tear excluded), it will be accepted that the AMS Vehicle was delivered to the Client without any damages and any damage recorded at the time of the return of the AMS Vehicle (fair wear and tear excluded) will be for the account of the Client.
- 2.3 The Client will have no claim against AMS in the event that the AMS Vehicle or Additional Equipment (if applicable) are not available for delivery, other than compensation provided in terms of consumer protection legislation.

3. USE OF THE AMS VEHICLE

- 3.1 The parties agree that AMS makes the AMS Vehicle available to the Client for use in the AMS Activity only, and the client undertakes to use the AMS Vehicle subject to the terms and conditions as set out herein. The Client will be bound by these terms and conditions, whether he was driving the Vehicle or not.
- 3.2 The AMS Vehicle may only be utilised for the AMS Activity during the Activity Period, as stated in the AMS Participation Agreement, or any Extended Period agreed upon in writing between the parties. The Client agrees that any Extended Period noted on AMS' records would correctly reflect such Extended Period.
- 3.3 The AMS Vehicle may only be driven by the Client as Driver, or Additional Driver. The Driver or Additional Driver as indicated in the AMS Participation Agreement and must have his valid unendorsed Driver's license with him at all time when driving the Vehicle.
- 3.4 During the Activity Period or any Extended Period thereof, the AMS Vehicle may not be used:
 - 3.4.1 to propel or tow any other vehicle (including any caravan or trailer unless prior authorisation is provided by AMS); and / or
 - 3.4.2 or the conveyance of passengers and/or goods for payment in violation of any laws or in any other illegal manner; and / or
 - 3.4.3 in any motor sport or similar high risk activity, save for the AMS Activity agreed upon in the AMS Agreement; and / or
 - 3.4.4 beyond the borders of the country in which the AMS Vehicle is used (unless prior written authorisation is provided by AMS or agreed upon in the AMS Participation Agreement); and / or
 - 3.4.5 in any area where there is or may be a risk or incidents of civil unrest, political disturbance or riot or any activity associated with any of the mentioned.
 - 3.4.6 for any other purpose than to achieve and execute the AMS Activity provided for in the AMS Agreement.
 - 3.4.7 In contravention of any speed limits, laws and/or regulations.
- 3.5 The Client shall make adequate provision for the safety and security of the AMS Vehicle when the AMS Vehicle is not in use, in that the AMS Vehicle shall (including but not limited to the following) be kept properly locked, secured and immobilized and have the alarm (if any) activated.
- 3.6 The Client will make sure that the keys of the AMS Vehicle are under his control at all times.
- 3.7 The Client will at no time become the owner or beneficial owner of the AMS Vehicle.
- 3.8 The Client may not use the AMS Vehicle at any time during the Activity Period while under the influence of alcohol *alternatively* while the concentration of alcohol in any specimen of blood taken part of his or her body is not less than 0,05 gram per 100 millilitres or while under the influence of narcotics, or any other intoxicating substance, or any substance having a narcotic effect or in contravention of any applicable laws, ordinances, traffic rules and regulations. In the event that the Client uses the AMS Vehicle in contravention of any applicable laws, ordinances, traffic rules and regulations at any time during the Activity Period:
 - 3.8.1 the Client will remain liable for the payment of any fines levied; and
 - 3.8.2 AMS reserves the right to prohibit the Client for further participating in the AMS Activity and to take immediate possession and control of the AMS Vehicle.
- 3.9 The Client shall take all reasonable steps to ensure that the AMS Vehicle remains in good and safe working order, including regularly checking the oil, water and tyre pressure. The Client shall immediately advise the AMS Representative in the event the AMS Vehicle is damaged or the electronic diagnostics of the AMS vehicle indicate the presence of a fault or problem or service needed in relation to the AMS Vehicle.
- 3.10 In the event of the Client incurring any traffic fines the Client will remain liable to settle the amount impose and AMS will be entitled to charge the **Traffic Fine Administration Fee**.

4. RETURN OF THE AMS VEHICLE / ADDITIONAL EQUIPMENT

- 4.1 The Client shall return the AMS Vehicle and Additional Equipment (if applicable) at the Client's expense to an authorised representative of AMS after the completion of the Activity Period on the agreed return date, time and at the AMS Warehouse Location reflected on the AMS Participation Agreement alternatively such location as advised.
- 4.2 The Client acknowledges that failure to return the AMS Vehicle after expiry of the Activity Period as provided in terms of the AMS Participation Agreement shall constitute unlawful possession by him, and AMS may repossess the AMS Vehicle wherever it may be found and from whomsoever is in possession thereof. Any costs incurred in recovering the AMS Vehicle (including legal costs on the scale of attorney

and client), as well as the cost of any additional days, will be for the account of the Client. In addition an immediate **Overdue Administration Fee** will be charged.

- 4.3 Should the AMS Vehicle not be returned as indicated in 4.1 above, the AMS Vehicle may be reported as stolen with the relevant authorities without any notice.
- 4.4 The AMS Vehicle and Additional Equipment (if applicable) shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.
- 4.5 When the Client returns the AMS Vehicle to the AMS Warehouse location or such other location as agreed, the Client shall:
 - 4.5.1 Park the AMS Vehicle in AMS' reserved parking or allocated parking area or within the AMS Warehouse; and
 - 4.5.2 Ensure that the AMS Vehicle is properly locked and secured; and
 - 4.5.3 Hand the keys to an authorised and identifiable representative of AMS only or, in the event that the offices are not open for business, leave the keys in a drop safe provided at the AMS Warehouse; and
 - 4.5.4 Additional Equipment must be handed in at the AMS reception desk, unless installed in the AMS Vehicle. Any removable additional Equipment that is left in the AMS Vehicle will be at the Client's risk.
 - 4.5.5 The AMS Vehicle and all risk relating to the AMS Vehicle will remain the responsibility of the Client until AMS has recorded the return of the AMS Vehicle.
 - 4.5.6 Fuel for the AMS Vehicle is included in AMS Activity rates.

5. TERMINATION/CANCELLATION/EXTENSION OF AMS AGREEMENT

- 5.1 Irrespective of anything to the contrary stated in the AMS Agreement, should there be any breach of the terms and conditions in the AMS Agreement then AMS shall be entitled to end the AMS agreement without any explanation at any time by notice (verbally or in writing depending on the situation) to the Client, and when this happens the Client shall return the AMS Vehicle to AMS immediately.
- 5.2 If the Client fails to return the AMS Vehicle to AMS, AMS shall be entitled at any time to retake possession of the AMS Vehicle, wherever found and from whosoever has possession thereof. The obligations of the Client and the rights of AMS under the AMS Agreement shall remain in force until the AMS Vehicle has been returned to AMS in terms of the AMS Agreement and the Client has complied with all his obligations. Any costs incurred in recovering the AMS Vehicle will be for the account of the Client.
- 5.3 If the Client wishes to extend the Activity Period beyond the return date reflected in the AMS Participation Agreement, notice must be given to AMS and authorisation first be obtained from AMS in respect of the extension and the parties in writing agrees to the new extended Activity Period and date of return.
- 5.4 In the event that a debit card was used to pay for the AMS Activity, the Client must visit the AMS Warehouse to arrange and pay for the extended Activity Period before the due date of return as set out in the AMS Agreement. Failing to act in accordance with this clause will result in a breach of the AMS Agreement and AMS shall be entitled to take any lawful measures, after notice or reasonable attempt to give notice to the Client, to recover the AMS Vehicle from the Client. The Client shall be responsible for all recovery costs.
- 5.5 Additional days will be charged directly to the Client's account or debit / credit card at the prevailing rate.

6. THE DRIVER /ADDITIONAL DRIVER

- 6.1 Irrespective of what is stated elsewhere in this AMS Agreement, the AMS Vehicle may not be driven during the Activity Period or any extension thereof by any person younger than 21 years of age and who has not been in possession of a valid unendorsed driver's license (in respect of the specific AMS Vehicle / code of vehicle used) for at least **3 years prior to the date of commencement of the Activity Period**.
- 6.2 The Client warrants that the AMS Vehicle will never be driven by any person whose blood alcohol concentration exceeds the limit permitted by any law or regulation or whilst under the influence of intoxicating liquor or of a narcotic drug or similar substance.
- 6.3 If the AMS Vehicle is driven by anyone other than the Driver and/or Additional Driver (irrespective of which other rights or remedies AMS may have), the Client shall remain liable for all of his liabilities and obligations in terms of this AMS Agreement as if he has been driving the AMS Vehicle.
- 6.4 The Client also warrants that he is entitled and authorised to enter into the AMS Agreement and that all particulars given to AMS and/or recorded on the AMS Agreement are true and correct.

7. RATES AND CHARGES

- 7.1 The Client agrees to pay AMS *alternatively* AMS' duly authorized agent, as appointed within the AMS Participation Agreement, the Activity Rate plus all other charges and fees opted for or utilised by the Client, as set out in the AMS Participation Agreement or these Terms and Conditions, up and until the AMS Vehicle is returned, including but not limited to, Tourism Levy, Claims Administration Fee, Document Administration Fee, Traffic Fines and Traffic Fine Administration Fee, Overdue Administration Fee.
- 7.2 In determining the charges, the Client shall be obliged to provide all such information and assistance as AMS may require for that purpose.
- 7.3 The Client shall be liable for all fines (excluding fines issued for expired vehicle licenses), penalties and similar expenses including but not limited to parking, traffic and other offences (whichever may be applicable), as a result of the use of the AMS Vehicle during the Activity Period and the Client accordingly indemnifies AMS against all such liability. AMS will re-direct all fines, penalties and / or similar charges directly to the Client for payment and in cases where this is not possible, will add all fines, penalties and / or similar charges that accumulated on the AMS Vehicle during the Activity Period onto the Client's account.
- 7.4 In the event that any Additional Equipment (if applicable) is lost or damaged, the Client will be liable for the replacement value thereof. The replacement value will be charged to the Client's account or debit / credit card.

8. DEPOSITS

- 8.1 In addition to the Activity Rate it will be required that the Client pay to AMS a Holding Deposit, before delivery of the AMS Vehicle is taken.
- 8.2 AMS may charge the Client's account, credit / debit card at a later time, should there be extra charges which AMS were not aware of at the issuing of the invoice or if at the initial debit of the Client's account there were insufficient funds to cover the full amount of the invoice. This amount may also be deducted from the deposit. The Client may not withhold payment of any amount outstanding or demand that it be deducted from the deposit paid.
- 8.3 The deposit, or the remaining balance thereof (after deducting all applicable additional charges), will be refunded to the Client as soon as possible after the Client has complied with all of his obligations in terms of the AMS Agreement, alternatively no later than 21 days after return of the AMS Vehicle.

9. ACTIVITY REQUIREMENTS AND PAYMENT

- 9.1 At the time of signing the AMS Agreement, the following must be provided by the Client:
 - 9.1.1 AMS' approved method of payment or South African bank issued credit card / debit card (it however remains within AMS' sole discretion to accept or decline any method of payment at any time); and
 - 9.1.2 Full names; residential, postal and physical addresses, banking details, telephone number and e-mail address. A local contact address and telephone number must also be provided if the Client is not a citizen in the country in which the AMS Vehicle is to be used; and
 - 9.1.3 A valid, original unendorsed driver's licence (held by the holder for at least 3 years) and an original identity document or / an original passport if not in possession of an identity document in the country in which the AMS Vehicle is to be used.
- 9.2 All payments are due on demand, but the Activity Rate and Holding Deposit is due at the latest the morning prior to the commencement of the Activity Period and all other charges at the latest on expiry of the Activity Period (unless otherwise agreed in writing). All charges payable by the Client shall be paid by credit / debit card on the termination of the Activity Period.
- 9.3 The Client will not be allowed to deduct or withhold payment of any amounts due in terms of this agreement for any reason whatsoever.
- 9.4 The Client remains liable for payment of any and all amounts due which are not paid or settled in full by the issuer of the card.
- 9.5 If AMS has agreed to accept payment of any amount specified on the AMS Agreement from the Client by credit card / debit card, the Client's signature on the AMS Agreement will constitute authority for AMS to obtain authorisation and / or payment. The signature will also constitute authority for the issuer of the card to debit the cardholder's account with the total amount due to AMS (including but not limited to damages or loss suffered by AMS).

- 9.6 In the event of an accident and / or if the AMS Vehicle is stolen and/or lost, the amount of the damages shall be the total loss suffered by AMS and / or the amount reflected on the AMS Agreement and will be payable by the Client on such terms as imposed by AMS at its sole discretion.
- 9.7 In the event of an accident and/or if the AMS Vehicle is stolen and / or lost, AMS will be entitled to charge a Claims Administration Fee and assessor's fee (if applicable) on the Client's account, or charge it to the Client's debit / credit card.
- 9.8 Should the Client disobey any traffic regulation which results in a fine, the fine as well as a fine administration fee will be charged to the Client's account or debit / credit card.
- 9.9 The Activity Rate is calculated strictly per the Activity quoted in the AMS Participation Agreement, from time of delivery of the AMS Vehicle to time of return of the AMS Vehicle. Should the activity be amended by agreement between the parties a new Activity Rate will be agreed between the parties.
- 9.10 An additional fee will be charged for any Driver who is a single occupant of an AMS Vehicle.
- 9.11 If any amount is not paid on due date, AMS may without prejudice to any rights it may have charge mora interest on the overdue amount at the applicable public published prime rate of Standard Bank Ltd plus 2%. The parties agree that the AMS Agreement does not constitute a credit agreement as defined by the National Credit Act, Act 34 of 2005 (herein after referred to as "the Act") and therefore falls outside the ambit of the Act.
- 9.12 A certificate of any Director, Manager or Accountant of AMS, whose capacity need not be proved, as to any amount owed by the Client to AMS shall constitute prima facie proof of the amount due.

10. PROCEDURE IN THE EVENT OF AN INCIDENT (DAMAGE / THEFT / LOSS) INVOLVING THE AMS VEHICLE

If at any time the AMS Vehicle is damaged, stolen, or lost, the Client and / or Driver shall take every reasonable precaution to safeguard the interest of AMS including but not limited to, the following where appropriate:

- 10.1 In the event of theft, hijacking or in the case of a lost AMS Vehicle the incident needs to be reported by the Client to AMS immediately and to the nearest police station within 6 hours of the incident. AMS will assist the client with the procedure of reporting the incident to the authorities. AMS will be entitled to charge the Client with the **Claims Administration Fee**.
- 10.2 In the event of any Damage to the AMS Vehicle, the Client shall notify AMS immediately and report the incident to the nearest Police station within 24 hours. AMS will assist the client with the procedure of reporting the incident to the authorities.
- 10.3 The Client shall furnish AMS with a completed AMS Damage / Incident Report form together with a copy of his Driver's license within 24 hours from the incident or theft / hijacking / loss of the AMS Vehicle. The Damage / Incident Report form can be obtained from the AMS Warehouse or from the Website.
- 10.4 The Client shall furnish AMS with a Police accident case / reference number within 24 hours of the incident, alternatively from receipt thereof from the Police.
- 10.5 The Client shall obtain the name(s) and addresses of everyone involved in the incident and of possible witnesses.
- 10.6 The Client shall not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability.
- 10.7 The Client shall make reasonable provision for the safety and security of the AMS Vehicle and will not abandon the AMS Vehicle, unless extraordinary circumstances warrant it.
- 10.8 The Client shall co-operate with AMS and its insurer (if applicable) in the investigation, the making or instituting of any claim or action and the defence of any prosecution, claim or action relating to the incident (including the making of an affidavit if he is requested to do so).
- 10.9 In the event that the Client is not the driver, then, without in any way reducing the Client's obligation or AMS' rights in terms of this AMS Agreement, the Client shall ensure that the person who drove the AMS Vehicle at the time of the incident complies with the provision hereof.
- 10.10 The Client shall within 24 hours of receipt thereof furnish to AMS (and if the Client is not the Driver, the Client shall also ensure that the Driver / Additional Driver or person who drove the AMS Vehicle at the time of the incident does) any notice of claim, demand, summons or the like which the Client or the Driver / Additional Driver or person who drove the AMS Vehicle at the time of the incident may receive in connection with the AMS Vehicle.
- 10.11 The Client and/or Driver and / or Additional Driver warrants that the information completed in AMS' Damage / Incident Report form as referred herein above will be complete, true and correct in every respect.

- 10.12 AMS, at its absolute and sole discretion, reserves the right to provide a replacement AMS Vehicle to the Client, if such a vehicle is reasonably available at the time, in the event of damage or loss of the AMS Vehicle. In the event of accident damage to an AMS Vehicle, the Client is liable to settle the applicable Limited Liability (if applicable), alternatively all other amounts due and payable to AMS (damages, liability etcetera) prior to an alternative AMS Vehicle being provided, unless otherwise agreed between the parties.
- 10.13 AMS will not take any responsibility whatsoever for the loss of or damage to a Client's personal belongings.
- 10.14 The Client may not affect any repairs on the AMS Vehicle.
- 10.15 Where the AMS Vehicle is not drivable, the Client must phone AMS Call Centre (082 783 2297 /) immediately and an authorised towing company will be appointed to uplift the AMS Vehicle. The Client irrevocably and unconditionally indemnifies AMS against any charges incurred by unauthorised towing companies and authorities. The Client will be held liable for any charges resulting from unauthorised towing of the AMS Vehicle.

11. STATEMENT OF UNDERSTANDING / ASSUMPTION OF RISK & LIABILITY

- 11.1 The Client acknowledges and understands that:
 - 11.1.1 Although AMS will make reasonable efforts to assure the clients safety while participating in the trip and activities offered, that there are certain risks, dangers, and hazards that are inherent. These include, but are not limited to, mechanical defaults to the motor vehicles or parts of the motor vehicles, negligence or intentional acts of drivers of other third party motor vehicles, physical and mental fatigue, slips, falls and collisions, encounters with wild animals, varied terrain and road conditions, changing weather conditions, acts or omissions of the public or other participants, accidents or illness in remote areas without the possibility of immediate evacuation or availability of medical supplies or facilities, accidents occurring during travel associated with the trip, and exposure to infectious diseases, crime and criminal acts. Encountering these risks, dangers, and hazards could result in physical injuries, death, or damage to personal property.
 - 11.1.2 It is impossible for AMS to list every inherent risk, danger, or hazard associated with participating and understands that he/she may encounter these, and other inherent risks, dangers, and hazards not specifically listed at any time.
 - 11.1.3 The trip may include free time. Any activities not included during such free time are undertaken solely at the client's own risk and therefore AMS, its guides or any other representatives are not liable or responsible for the Client's actions.
 - 11.1.4 Due to the nature of the activities undertaken, for his/her safety during some of the itineraries (e.g. the African bush), the local guides may be armed (with weaponry) or carry other protective equipment (e.g. pepper spray).
- 11.2 The Client accepts and assumes all the inherent risks, dangers, and hazards associated with participation, whether known or unknown, including those specifically identified above.
- 11.3 The Client voluntarily participates with the knowledge of the dangers involved. The Client therefore releases and discharges AMS and its owners, employees, representatives, subcontractors, service providers and business partners from liability for bodily injury, death, property damage or theft, and any of the consequences thereof, as well as any negligence, gross negligence, recklessness or including but not limited to any negligence with respect to AMS' judgments and decisions, or failure to take reasonable precautions to ensure it provides defect-free equipment, arising from my participation in the trip.
- 11.4 The AMS Vehicle is used by the Client at his sole risk, from Delivery of the AMS Vehicle until such time as AMS has recorded the return of the AMS Vehicle in terms of clause 4.
- 11.5 The Client enters into this release of liability on behalf of him/herself, and those members of his/her party who are under 18. The Client certifies that he/she is the parent or guardian of any such minors.

12. CLIENT'S RISKS AND LIABILITIES IN RESPECT OF LOST, STOLEN OR DAMAGED PROPERTY

- 12.1 In the event of theft or loss of an AMS Vehicle or any damage to any areas of the AMS vehicle the Client shall be liable for all Damages and / or total loss sustained to the AMS Vehicle, inclusive but not limited to the bodywork, tyres, windscreen, any damage caused by water, any damage to the undercarriage or to

the Additional Equipment whether the damage and / or loss are caused and / or whether or not it is attributable to his fault or negligence (including but not limited to hail damage and other acts of God).

12.2 Such amount in respect of loss or damage may be reduced by AMS should such damage be covered by AMS's insurance Policies, in which the Client will at least remain liable to pay any and all excess amounts levied by the insurance company.

12.3 Should the insurance company or insurance Policy not cover any of the damages incurred or in the event that the damage to the AMS Vehicle is uneconomical to repair the Client will be liable for the total cost of AMS' loss or damages.

12.4 The Client's personal belongings in the AMS Vehicle are not covered by any AMS insurance Policy.

12.5 The Client will solely be responsible for any and all damages suffered by AMS in any of the following events:

12.5.1 Damage and / or total loss due to Client/Driver's gross negligence or deliberate actions;

12.5.2 Damage and / or total loss sustained whilst the Client is in breach of any applicable laws, ordinances, traffic rules and regulations (including speeding and driving whilst under the influence of intoxicating liquor, narcotic drugs or similar substances);

12.5.3 Damage and / or total loss sustained where incidents are not reported in accordance with the procedure specified in the AMS Agreement;

12.5.4 Damage and / or total loss sustained where the incident takes place outside the country in which the AMS Vehicle was received, unless prior written approval for the AMS Vehicle to be taken outside the country has been obtained from AMS;

12.5.5 Damage and / or total loss sustained if at any time the AMS Vehicle is driven by an unauthorised driver;

12.5.6 Damage and / or total loss sustained where the AMS Vehicle is driven whilst damaged and the Client should reasonably have been aware of the unsafe or damaged condition of the AMS Vehicle, or used in a manner which prejudices AMS' interests or rights therein and/or as prohibited in clause 4, in the sole discretion of AMS;

12.5.7 Damage and / or total loss sustained where the Client was not 21 years and older and not holding a valid unendorsed Driver's license (in respect of the AMS Vehicle / class of AMS Vehicle used) for more than 3 years at the time the damage or loss was sustained;

12.5.8 Damage and / or total loss sustained where an extension of the trip is not authorised by AMS and where the Activity Period has expired;

12.5.9 Damage and / or total loss caused as a result of the AMS Vehicle being driven on a road that was not suitable for that AMS Vehicle (other than a road indicated by AMS personnel), as determined in the sole but reasonable discretion of AMS;

12.5.10 Failure to produce the AMS Vehicle keys in the case of theft of the AMS Vehicle, unless exceptional circumstances apply;

12.5.11 Failure to report the last known location of the AMS Vehicle prior to the theft;

12.5.12 The Client breaching any term and / or condition set out in the AMS Agreement;

12.5.13 The Client being untruthful in respect or any aspect pertaining to the damage causing / loss causing incident;

12.5.14 If the loss or damage has occurred in a situation where no physical contact is made with another vehicle or animal or object or person (in or on the road surface used) unless extraordinary circumstances apply which will be in the sole discretion of AMS.

13. PERSONAL ACCIDENT INSURANCE (PAI)

The Client remains responsible for his/her own personal accident insurance.

14. MEDICAL INSURANCE

The Client remains responsible for his/her own personal medical insurance.

15. THIRD PARTY PROTECTION

15.1 Should the Client be involved in an accident with a third party, the following will apply:

Party responsible for accident	
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Client (not third party)	Client is liable for full cost of damage, including assessment, towing and claim handling fees. Third Party Damage is claimed from Client by AMS directly in his / her own capacity.
Third party (not Client)	Client is liable for full cost of Damage, including assessment, towing and claim handling fees. Client can claim back damage suffered from third party in his / her own capacity. AMS will provide any assistance required.

15.2 The damage referred to in the table above is limited to the third party's direct damage and excludes any consequential damages or losses.

15.3 Notwithstanding anything in the AMS Agreement, AMS shall not be obliged to make, institute or proceed with any claim which AMS may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the AMS Vehicle and accordingly, AMS shall be entitled, in its sole discretion, to abandon such claim or to settle such claim on any terms.

16. CONSEQUENTIAL DAMAGES

The Client acknowledges and agrees that the Client may be held liable by AMS for its consequential damages suffered as a result of AMS being unable to use the AMS Vehicle due to Damages caused by the Client. The loss for which the Client may be liable shall be calculated on the basis of the daily activity rates in respect of the AMS Vehicle as was applicable at the time the damage occurred for the period that the AMS Vehicle was unavailable for use (subject to a maximum of 60 days).

17. CROSS BORDER TRAVELLING

17.1 All cross border travelling may only be done if same forms part of the AMS Activity participated in.

17.2 AMS will not be held liable if a Client is refused entry into another country.

18. STATEMENT OF UNDERSTANDING OF RISKS

Although AMS has made reasonable efforts to assure the Client's safety while participating in the trip and activities offered, the Client acknowledges and understands that:

18.1 There are certain risks, dangers, and hazards that are inherent. These include, but are not limited to, mechanical defaults to the motor vehicles or parts of the motor vehicles, negligence or intentional acts of drivers of other third party motor vehicles, physical and mental fatigue, slips, falls and collisions, encounters with wild animals, varied terrain and road conditions, changing weather conditions, acts or omissions of the public or other participants, accidents or illness in remote areas without the possibility of immediate evacuation or availability of medical supplies or facilities, accidents occurring during travel associated with the trip, and exposure to infectious diseases, crime and criminal acts. Encountering these risks, dangers, and hazards could result in physical injuries, death, or damage to personal property.

18.2 It is impossible for AMS to list in this agreement every inherent risk, danger, or hazard associated with participating. The Client may encounter these, and other inherent risks, dangers, and hazards not specifically listed herein at any time.

18.3 The trip may include free time. Any activities not included in the AMS scheduled trip during such free time are undertaken solely at my own risk and therefore AMS, its guides or any other representatives are not liable or responsible for the Client's actions or the actions of third parties.

18.4 Due to the nature of the activities undertaken, for his/her safety during some of the itineraries, the local guides may be armed (with weaponry) or carry other protective equipment (e.g. pepper spray).

18.5 The Client accepts and assumes all the inherent risks, dangers, and hazards associated with participation, whether known or unknown, including those specifically identified above.

18.6 The Client voluntarily participates with the knowledge of the dangers involved. The Client therefore releases and discharges AMS and its owners, employees, representatives, subcontractors, service providers and business partners from liability for bodily injury, death, property damage or theft, and any of the consequences thereof, as well as any negligence, gross negligence, recklessness or including but not limited to any negligence with respect to AMS' judgments and decisions, or failure to take reasonable precautions to ensure it provides defect-free equipment, arising from my participation in the trip.

18.7 The Client provide this release of liability on behalf of him/herself, and those members of his/her party who are under 18. The Client certifies that he/she is the parent or guardian of any such minors.

19. RESPONSIBILITY FOR CONDUCT

- 19.1 The Client accepts and assumes responsibility for his/her own negligent or reckless conduct while participating. The Client also understands that AMS has advised him/her to ensure that he/she has medical insurance that will cover any and all eventualities during an activity.
- 19.2 The Client acknowledges that AMS can cancel the trip/activity at any time, and/or exclude the Client from any activity(s), at the Client's expense if the Client does not adhere to the instructions of a guide or any other person engaged by AMS to conduct any aspect of the trip, or if the Client behaves in a manner that could affect the health, safety or wellbeing of others on the trip, including the guides and/or trip leaders.
- 19.3 The Client agrees that it's at the complete discretion of the AMS guide(s) to cancel any activity at any moment if there are concerns for the health, safety and wellbeing of the group or any individual.
- 19.4 The Client accepts that there will be no refunds for activities, travel, or any itinerary items missed for this reason.

20. FITNESS TO PARTICIPATE

- 20.1 The Client acknowledges that he/she has reviewed the trip itinerary/description and has sought and obtained any further clarification that may have been required to ascertain the physical and mental requirements for completing the trip and confirms that he/she meets those requirements, and that he/she will notify AMS immediately if his/her situation should change either prior to or at any time during the trip.
- 20.2 The Client further confirms that he/she has fully disclosed any applicable medical conditions which includes any pre-existing and/or physical or mental condition, disability or injury, that may affect his/her ability to safely take part in the trip. The Client also acknowledges that, at the complete discretion of AMS, AMS may cancel the trip at any time or exclude the Client from any activity if it becomes apparent to AMS, any of its guides, or any contractor responsible for providing any aspects of a trip or activity, at any time prior to or during the trip or activity, that the Client will likely be unable to complete the trip or activity without undue risk to the health of him/herself or others. The Client accepts that there will be no refunds for activities, travel, or any itinerary items missed for this reason.
- 20.3 The Client agrees to adhere to AMS' health and safety measures.
- 20.4 The Client herewith provides consent, should the need arise, for an AMS guide/member to administer first aid to the Client and any minors traveling with the Client.
- 20.5 The Client fully releases, indemnifies, and holds harmless AMS from any and all actions, and any and all claims, for damages whatsoever which may hereafter arise as a result of any first aid, treatment in response to a set of signs or symptoms and/or the administration of any medication in response to a medical, implied consent or emergency situation that involves the Client or any minors traveling with the Client.

21. ADDITIONAL EQUIPMENT

- 21.1 AMS will provide the Client with additional equipment for his/her use. AMS adheres to the highest of standards in respect of the additional equipment that it uses and checks this additional equipment before each tour; however, the Client remains responsible for checking the additional equipment upon receipt, that it is suitable for use, as well as alerting guides of any change in the condition of the additional equipment that may occur during my use.
- 21.2 The Client understands that he/she remains in exclusive control of any such additional equipment once AMS provides it to the Client.

22. PHOTOGRAPHS AND FILMING

AMS reserves the right to take photographs and/or videos of the Client and the Client's activities during the trip. The Client agrees that AMS may use any such photographs and/or videos for business purposes without payment or other consideration.

23. PROGRAM CHANGES

- 23.1 AMS strives to maintain the trip as advertised. On occasion, conditions beyond the control of AMS may necessitate changes, modifications, or alterations to the itinerary; the substitution of accommodations; or the omission or substitution of specific advertised activities.
- 23.2 Any change in activities or accommodations will adhere to the same or higher standards.

23.3 The Client accepts that AMS may make such decisions in its sole discretion and is not responsible or liable for any expenses or losses that may result from those decisions.

24. **ACTIVITY DELAYS**

24.1 The Client herewith agrees to be at the trip departure point at the agreed departure time.

24.2 The Client acknowledges and understands that if he/she misses the start of the trip, any costs for additional travel arrangements to join the trip will be for his/her own account.

24.3 The activities and itineraries are dependent on traffic conditions. If any delays are caused due to traffic conditions AMS will provide its best endeavours to make up any time lost. If not possible AMS may necessitate changes, modifications, or alterations to the itinerary.

25. **TRAVEL DOCUMENTS**

The Client acknowledges that it is his/her responsibility to make sure that his/her and any minors accompanying him/her have all necessary travel documents (e.g. driver's license, passports, visas, vaccines, insurances, etc.) for the journey. AMS is not liable for any disruption to my travel or any associated costs incurred as a result of the Client and its party failing to have the correct travel documents.

26. **TRIP RESERVATION AND DETAILS**

26.1 The Client's submission of the AMS Participation Agreement, whether electronically or otherwise constitutes consent to all the provisions of the **AMS' STANDARD TERMS AND CONDITIONS** and any associated information provided.

26.2 AMS provides no warranty, representation or terms and conditions regarding the trip other than those specifically stated in the AMS Standard Terms and Conditions.

27. **COMPLAINTS**

In the unlikely event that the Client encounters any issues during the trip, the Client agrees to raise them at the time with the AMS 's guides or staff. AMS will endeavour to find a suitable solution as quickly as possible.

28. **PRIVACY**

AMS acknowledges the privacy and data protection obligations it owes to its guests under the *Protection of Personal Information Act* (Act No. 4 of 2013). These updated obligations are expressed in the **AMS' Privacy Policy**.

29. **INDEMNITY OF AMS BY CLIENT**

29.1 Neither AMS nor any of its shareholders, directors, officers, employees or duly appointed agents or subcontractors shall be liable for any loss or damage whether direct, indirect, as a result of or otherwise arising from the use of the AMS Vehicle and or Additional Equipment by the Client, provided such loss or damage was not caused as a result of the gross negligence of AMS, its shareholders, directors, officers or employees or duly appointed agents or subcontractors. The loss or damage includes, but are not limited to, any loss or damage to property left or transported in the AMS Vehicle and any loss of life or injury.

29.2 AMS, its shareholders, directors, officers and employees or duly appointed agents or subcontractors are accordingly indemnified by the Client, the Driver / Additional Driver or his estate(s) against any claim(s) of any nature whatsoever and howsoever arising for any damage or loss which might be instituted against it arising from, or connected with, or as a result of, the use of the AMS Vehicle and Additional Equipment (if applicable) contemplated in these terms and conditions.

30. **JOINT AND SEVERAL LIABILITY OF SIGNATORIES, CLIENT AND/OR DRIVER**

The Client and every person (Driver / Additional Driver) who's details appear on the AMS Participation Agreement and who submits the AMS Participation Agreement shall be liable **jointly and severally** for payment of all amounts due to AMS in terms of or pursuant to the AMS Agreement.

31. **GENERAL**

31.1 The AMS Agreement is the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded by AMS except as provided for herein.

31.2 In the event that any portion of the AMS Agreement is produced in more than one language, the English version will prevail in the event of an interpretational dispute.

31.3 A provision of the AMS Agreement which is invalid or unenforceable for any reason shall be severable from the rest of the AMS Agreement and shall not affect the validity thereof. If any part or portion of the AMS Agreement has been deemed to have been unenforceable in terms of the Competition Act, the

Consumer Protection Act, the National Credit Act or other applicable legislation, the effect of which is to adversely affect the rights of AMS to receive payment of any nature or enforce its rights, the parties will favour an interpretation placing them substantially in the same position as they were before or as similar to that as possible.

- 31.4 No extension, latitude or other indulgence will in any circumstance be taken to be understood as implied consent or an election by the party or will operate as a relinquishment or otherwise affect any party's rights in terms of the AMS Agreement. It shall further not stop or prevent any party from enforcing, strict and punctual compliance with each and every provision or term hereof at any time and without notice.
- 31.5 The AMS Agreement and all matters or disputes arising therefrom or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 31.6 The parties consent to the jurisdiction of the Magistrates Court, should AMS, at its election, bring legal proceedings in the Magistrate Court, irrespective of whether the amount involved exceeds the jurisdiction of the Magistrates Court. The parties further agree that AMS may institute any such action or proceedings in any division of the High Court that may have jurisdiction in its sole discretion.
- 31.7 If AMS institutes any legal proceedings against the Client, it shall be entitled to recover from the Client all the legal costs it incurred with its own attorneys in accordance with their then usual charges on the scale of attorney and client, including but not limited to collection commission, tracing agent, correspondent fees and counsel fees (as per bar parameters).
- 31.8 The Client chooses the South African address (including postal address and e-mail) specified on the AMS Participation Agreement as his domicillium citandi et exectandi (i.e. address for service of all legal processes and notices). All notices and legal processes in terms hereof shall be deemed to be received 7 days after posting, and on the same day if delivered by hand or e-mail.
- 31.9 AMS chooses as its domicillium citandi et exectandi 26A The Loop Street, Lynnwood, Pretoria, South Africa.
- 31.10 The Client shall not be entitled to cede any of his rights or assign any of his obligations under the AMS Agreement or to rent or give up possession of the AMS Vehicle, its tools or Additional Equipment or any part of it.
- 31.11 AMS shall be entitled to carry out a credit check on a Client with one or more credit agencies who may retain a record thereof and AMS shall be entitled to record any default by the Client with any credit agency. Such records may be made available by the credit agency to third parties, in which case AMS shall not be held liable / responsible for any repercussions such disclosure may have on the Client. The Client agrees that AMS may disclose any information obtained by it as a result of the conclusion and / or breach of the AMS Agreement, including personal and additional information, to any person, including a credit bureau.
- 31.12 The Client acknowledges that the AMS Vehicle may be fitted with a vehicle management system, which is used inter alia, to record speed and other information relating to the AMS Vehicle used. AMS shall be entitled to use such information (including in court proceedings) as it deems fit.
- 31.13 Notwithstanding anything to the contrary, the Client explicitly authorises AMS to make use of any and all personal information provided to AMS for purposes of tracing and recovering (which includes triangulation of cellular phones, in accordance with RICA Act, Act 70 of 2002) any AMS Vehicle that is not returned to AMS at the agreed time and date reflected on the AMS Participation Agreement or during any legal proceeding instituted against the Client.
- 31.14 The Client's accepts all the charges charged by AMS in terms of this Agreement, including any charges relating to loss and damage to the AMS Vehicle.
- 31.15 AMS reserves the right, at its sole and absolute discretion and without obligation to provide reasons, to reject any Client's application to participate in an AMS Activity or accept any method of payment and the Client shall have no recourse against AMS as a result thereof.
- 31.16 AMS confirms that it is compliant with all the provisions of the National Credit Act, Consumer Protection Act, Financial Intelligence Centre Act and Financial Advisory and Intermediary Services Act and will report all incidents required by these Acts when applicable to the relevant authorities.
- 31.17 **By submitting the AMS Participation Agreement, the Client acknowledges that he has read the terms and conditions set out herein above, understands the legal implications thereof and consider himself legally bound thereto. In the event that the Client does not understand any term or condition set out herein above, he is requested to ask for an explanation thereof from an AMS authorised representative before signing the AMS Participation Agreement.**

32. **POPIA Disclaimer in terms of the Protection of Personal Information Act, 4 of 2013 (“POPIA”)**

This document and any accompanying documents contain confidential information which is the property of AMS and intended solely for the use of the individual or entity to whom it is addressed. Should you receive this communication in error, kindly notify the sender immediately, and delete the message from your system without disseminating, copying, or distributing its contents.

In accordance with the Protection of Personal Information Act, 4 of 2013 (“POPIA”), we are committed to protecting your privacy and ensuring that your personal information is collected, stored, and processed lawfully and transparently. By communicating with us, you consent to the processing of your personal information for the purpose for which it was provided, including but not limited to communication, service delivery, administration, compliance with legal obligations, and the protection of legitimate interests.

We will not share your personal information with third parties without your express consent, unless required to do so by law, or where such processing is necessary to carry out the functions and activities of our business or practice. Reasonable technical and organisational safeguards have been put in place to prevent loss, damage, unauthorised access, and misuse of your personal information.

You have the right to request access to your personal information that we hold, as well as to request correction, deletion, or objection to the processing thereof, subject to the provisions of POPIA.

For further details on how we process personal information, or to exercise your rights under POPIA, please contact our Information Officer at 0828217109).
