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SERVICE AGREEMENT

REF: _____ (Office use)

(PLEASE WRITE IN PRINT)

*Tracker number	
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DATE	
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PERSONAL INFORMATION

PLEASE NOTE: This agreement is not valid and will not be actioned, unless all the fields marked with and * and are fully and legibly completed

*Name of Subscriber / Client			
*Identity Number / Company No			
*Residential / Company Address		*Code	
*Postal Address		*Code	
*Home Tel No:		*E-mail:	
*Office Tel No:		Cell No:	
Any Medical Conditions			
Next of kin		Contact No:	

VEHICLE DETAILS

*Make		*Model		*Year	
*Colour		*Registration No.			
*Vin Number		*Engine Number			
*Insurance company		Contact No.			
*Broker		Contact No.			
*Name of Fitment Centre		Fitment Tel.No.			
Installers Name		SERVICE:	@	R	
*PERIOD AND CONDITIONS ("the period") (months)	36				
PERIOD AND CONTRACT	NO CONTRACT	MONTHLY FEE DUE TO NO-JACK R	.00	all prices excl VAT.	

TERMS AND CONDITIONS (See reverse, page 2)

I the undersigned, have read and understood the terms and conditions, on the reverse side, agree to abide by said conditions

SIGNATURE _____ NAME IN PRINT _____ DATE _____

SIGNED FOR AND ON BEHALF OF THE COMPANY/SUBSCRIBER (WHO WARRANTS HIS AUTHORITY HERETO)

SIGNATURE _____ NAME IN PRINT _____ DATE _____

SIGNED FOR AND ON BEHALF OF NO-JACK

***DEBIT ORDER:** I/We hereby instruct and authorize NO-JACK to draw against my/our account with the undermentioned bank the amount which are due and payable by me/us in terms of this agreement. I/we agree to pay any bank charges relating to this debit order instruction.

*Name of Bank		*Branch		*Code	
*Account Type		*Account No.			
*Account Holder		*Signature			

TERMS AND CONDITIONS

1. Interpretations

The head notes to the clauses in this agreement are for reference purpose only and shall not affect the interpretation of any part thereof.

Unless inconsistent with the context, the word and expressions set forth below shall bear the following meaning.

“this agreement” – this agreement as read with the transaction schedule.

“This transaction schedule” – that part of this agreement, being the subscriber application form, which identifies the subscriber and wherein particulars concerning this agreement to be completed.

“no-jack” NO-JACK the trading and brand name of EyesOn Telematics and Communications PTY LTD

“No-JACK UNIT” – the device and related equipment designed to communicate signal from the vehicle to NO-JACK control centre for purpose intended by this agreement.

“contact person” – the subscribers contact person (s) referred to the transaction schedule or car substitute(s) as notified to the service provider upon written notice by the subscriber from time to time.

“no-jack control centre”- the centre where signals from the no-jack tracking unit will be monitored and acted upon.

“the NO-JACK service” - service provider for the response and recovery of the stolen or high jacked vehicle.

“The service provider”- the service provider referred to in the transaction schedule, or its cessionary (ies) or assignees, including appointed fitment centre’s

“South Africa”- the republic of South Africa.

“the signature date”- the date of last signature of this agreement by the subscriber and the service provider.

“the territory”- the area in south Africa where the no-jack service are commercial available from time to time.

“the vehicle”- the vehicle(s) referred to in the transaction schedule.

“owner/subscriber” the person (if any) described as such in the transaction schedule.

Words importing to singular shall include the plural and visa versa and words importing one gender shall include the other genders, any references to an actual person shall include a body corporate, firm or association and visa versa.

2. Appointment

The subscriber hereby employs NO-JACK to provide a service to the subscriber and to do so, upon the terms and conditions set forth in this agreement.

3. Term

Subject to the provisions of this agreement, the subscriber’s obligation under this agreement shall take effect upon the date of signature hereof by the subscriber and NO-JACK and continue for the period thereafter.

Notice of cancellation must be made to NO-JACK, in writing not later than the 20th of the month of cancellation, otherwise the subscriber will be entirely responsible for the following months fee.

Failure to pay the monthly service fee for two consecutive months will automatically cancel the contract, where 10.4 will prevail.

4. The NO-JACK unit

The NO-JACK service cannot be invoked or rendered unless a NO-JACK unit is properly installed in the vehicle by an approved NO-JACK fitment centre and such unit is programmed, enabled and functioning to its manufacturer’s specifications. Only approved NO-JACK units may be used for purposes of this agreement. This agreement does not provide for the supply, installation, programming (encoding) and enabling of the NO-JACK unit. The equipment and installation thereof shall carry a 12 month warranty, fair wear and tear excepted. Any maintenance and/ or repairs required in terms of this warranty shall be carried out at a service provider’s approved fitment centre.

The subscriber may, by prior arrangement with a fitment centre test the unit at any reasonable time. The subscriber shall be entitled to two (2) free tests per annum, notwithstanding any contrary provisions contained in this agreement. The service provider (but not the subscriber) shall be relieved of its obligations under this agreement during any period in which the NO-JACK unit is not functioning.

The subscriber accepts responsibility for the consequences of any unintentional activation of the NO-JACK system, it being agreed that such consequences may include the police or response teams responding pursuant to any such activation and making wrongful arrests.

The subscriber is responsible for testing the unit within 7 days after an accident or vehicle structure modification.

5. Territory – Covert Devices

The NO-JACK service is available only with the territory and the service provider shall accordingly not, unless otherwise provided for in this agreement render any of the NO-JACK services outside the territory. Covert units are monitored and recovered by the client. There is no installation warantee unless permanently installed by an approved No-Jack installer..

6. Fees and charges

As a consideration for NO-JACK undertaking to provide the service, the subscriber shall pay NO-JACK the monthly subscription fee referred to in the transaction schedule monthly in advance, on or before the 5th (fifth) day of each calendar month or such earlier date as specified in the debit order authorization contained in the transaction schedule, provided that the first such monthly subscription fee shall be paid upon conclusion of this agreement.

The subscriber shall be responsible for the payment of all legal cost incurred by him.

7. Payment and interest

The subscriber shall effect all payments in terms of the arising from this agreement in such manner as determined from time to time by NO-JACK. Should the subscriber fail to pay any amount due in the terms of or arising from this agreement on due date then such overdue amount shall bear interest at the maximum interest rate per annum stipulated from time to time under act 73 of 1968, as amended.

8. Exclusion of Liability

The subscriber recognises that NO-JACK / Service provider, services are intended to reduce the risk of loss, but not of eliminating such risk. The NO-JACK / service provider shall not be liable for any loss or damage of whatever nature caused to the subscriber in consequences of any act or omission by the NO-JACK / service provider or any failure by the NO-JACK / service provider to perform the NO-JACK service pursuant to this agreement notwithstanding any negligence on the part of NO-JACK.

9. Furnishing of information

The subscriber shall forthwith notify NO-JACK in writing of any change (S) in the information set forth in the transaction schedule from time to time in accordance with the standard practice or procedures of the service provider.

Should any of the aforesaid information change and not be notified in writing to NO-JACK or should any information supplied not be correct in all respect, then the subscriber agrees to hold NO-JACK and/or The service provider harmless.

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