

Driver Select (Pty) Ltd - Terms of Service

1. Binding Agreement

1.1 Driver Select (Pty) Ltd (the **"Company"**) provides two levels of service via its online car rental platform (the **"platform"** or **"website"**) to Uber Car Owners (**"Owners"**) and to Uber driver-partners (**"Drivers"**). These services are:

1.1.1 DriverSelect; and

1.1.2 DriverSelectPlus;

(the **"services"**).

1.2 When you register for the Company's services, either as an Owner or as a Driver, that action will constitute acceptance of these Terms of Service, together with the Company's Privacy Policy and the [User Policies](#) provided on the <https://driverselect.co.za> website (the **"User Policies"**), which collectively constitute the **"Agreement"** between you and the Company and which are legally binding on you.

1.3 It is therefore important that you read and understand these Terms of Service and the policies incorporated herein. If you have any questions for us concerning the Agreement, or the Company, or its platform or services generally, please contact us at info@driverselect.co.za.

2. Amendment of the Agreement

2.1 The Company may change the terms of this Agreement from time to time.

2.2 An updated version of this Agreement containing any amended or new terms and conditions will be published on the website from time to time. All amendments will become binding and enforceable from the date of publication.

2.3 You, the user, agree that it is your responsibility to review the Agreement whenever you access the platform or its website and before proceeding to use it further.

2.4 If you object to any amendment made to the Agreement, you should stop using the services, cancel your registration, and stop accessing and using this website.

3. Preliminary notice in terms of the Consumer Protection Act, 2008

3.1 YOUR ATTENTION IS DRAWN TO CERTAIN TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT WHICH CONSTITUTE OR HAVE THE EFFECT OF BEING:

3.1.1 LIMITATIONS OF RISK OR LIABILITY IN FAVOUR OF DRIVER SELECT (PTY) LIMITED OR THE VEHICLE OWNER OR THE DRIVER, AS THE CASE MAY BE;

3.1.2 ASSUMPTIONS OF RISK OR LIABILITY BY YOU, THE USER;

3.1.3 INDEMNITIES IN FAVOUR OF DRIVER SELECT (PTY) LIMITED OR THE VEHICLE

OWNER OR THE DRIVER, AS THE CASE MAY BE; OR

3.1.4 AN ACKNOWLEDGEMENT OF CERTAIN FACTS BY YOU, THE USER.

3.2 SUCH TERMS AND CONDITIONS ARE HIGHLIGHTED IN CAPITAL LETTERS.

4. Disclosure of information in terms of section 43 of the ECT Act

4.1 The following information is disclosed in terms of section 43(1) of the ECT Act:

- 4.1.1** Website owner: Driver Select (Pty) Limited;
- 4.1.2** Legal status of website owner: A private company with limited liability duly incorporated in accordance with the company laws of the Republic of South Africa;
- 4.1.3** Registration number: 2016/282289/07;
- 4.1.4** Registered office address: Fairweather House, 176 Sir Lowry Road, Woodstock, Western Cape, 7925;
- 4.1.5** Directors: Rudolf Robert Vavruch
James Stephen Dewey
Peter Puren;
- 4.1.6** Physical business address: Fairweather House, 176 Sir Lowry Road, Woodstock, Western Cape, 7925
(at which address Driver Select (Pty) Ltd chooses as its domicilium citandi et executandi for the purposes of accepting delivery and service of all documents and process in terms of this agreement);
- 4.1.7** Telephone number: 00 27 81 298 3114;
- 4.1.8** Website address: <https://driverselect.co.za>;
- 4.1.9** Email address: info@driverselect.co.za;

5. No offer

Nothing contained in this website should be regarded as an offer, but rather as an invitation to do business. No agreement to provide services will be concluded until you have registered as a user and we have accepted your registration.

6. Fees and other amounts quoted

All amounts quoted on this website for any fees, charges or other costs relating to the services provided via the platform shall be deemed to be correct as at the date of publication, but may be subject to change at any time. All amounts are stated exclusive of Value Added Tax.

7. Services to be provided

7.1 The services provided by the Company to you, the user (whether you are a Owner or Driver) are as follows:

7.1.1 *DriverSelect:*

- 7.1.1.1 An Uber-approved software platform for Uber driver-partners to rent vehicles from Owners at a weekly rental rate set by the Owner;
- 7.1.1.2 Online Matching of Owners with Uber driver-partners;
- 7.1.1.3 Management of vehicle handover, including a comprehensive vehicle check and provision of a detailed [Rental Agreement](#);
- 7.1.1.4 Weekly rental calculations and rental deductions by Driver Select (Pty) Ltd from Uber driver-partner's weekly Uber income;
- 7.1.1.5 Driver Select (Pty) Ltd pays the Owner their rental payments due, net of fees, on a weekly basis;
- 7.1.1.6 Weekly vehicle performance update in email format;
- 7.1.1.7 Regular 3-month vehicle cosmetic and mechanical check-up;
- 7.1.1.8 Ability to recover rental shortfalls from any Uber driver-partner's deposit, current or future Uber income;

7.1.2 *DriverSelectPlus:*

- 7.1.2.1 All DriverSelect services listed above; plus
- 7.1.2.2 Assistance with approval and processing of rental requests from Uber driver-partners;
- 7.1.2.3 Full vehicle handover and collection service, including the processing of all necessary paperwork;
- 7.1.2.4 24/7 Driver support;

- 7.1.2.5 Driver training;
- 7.1.2.6 Traffic fine redirection;
- 7.1.2.7 Insurance claims management;
- 7.1.2.8 Management of license renewals;
- 7.1.2.9 Bi-weekly vehicle cosmetic and mechanical check-up;
- 7.1.2.10 Access to a live vehicle performance dashboard;
- 7.1.2.11 Acting for the Owner in all matters relating to the rental of their vehicle

7.2 DriverSelect does not in any way guarantee, or can not in any way be held responsible for, the financial performance of the Uber driver-partner of a vehicle.

8. Registration and Verification

- 8.1** When you sign-up for the services offered by the Company, you will provide certain information about yourself (e.g. information concerning your car, your driving record, etc.).
- 8.2** You shall provide complete and accurate information to the Company.
- 8.3** We may accept or reject your registration application in its discretion for any reason.

9. On-going Information Updates

- 9.1** You shall update the information you have provided to the Company in the event of any changes to your driving record or contact information.
- 9.2** Specifically, with respect to your contact information, we may deliver notices to you at the most recent email and physical address provided by you, and those notices will be considered valid even if you no longer maintain the email account or receive mail at that address.
- 9.3** Also you are and will be solely responsible for all of the activity that occurs through your account, so please keep your password and account information secure.
- 9.4** The Company may use and share your information as described in our [Privacy Policy](#).

10. Incorporation of Additional Terms

- 10.1** The [User Policies](#) provide additional terms of your use of the DriverSelect and DriverSelectPlus services and platform, and are legally binding and are hereby incorporated by reference into this Agreement.

10.2 In addition, the Company's [Privacy Policy](#) will apply to all of the activities described in this Agreement and is hereby incorporated into this Agreement.

10.3 Please review these Policies carefully. If you have any questions concerning those Policies, or if you require a hard copy for your records, please contact us at info@driverselect.co.za.

11. Your Obligations

11.1 You shall always use our services and platform in compliance with the terms of this Agreement and any other policies and standards incorporated herein.

11.2 You warrant to the Company that you have the legal right to enter into this Agreement and to use the services selected.

11.3 You warrant that your use of the platform and the services provided by the Company will always comply with applicable laws and shall not infringe the rights of any other person.

12. Insurance and Protection

In addition to the terms set forth in Sections 25 (incident reporting) and 26 (other insurance and legal matters) below, during the applicable rental period (*i.e.* the scheduled start time of Driver's rental period through to their return of the car), the Owner will provide certain comprehensive insurance and collision protection for the vehicle, as well as liability insurance for bodily injury and property damage arising from use of the car in line with [Uber's Insurance Guidelines](#).

13. Termination of Services

13.1 You may discontinue your use of the Driver Select (Pty) Ltd services at any time and the Company may terminate your access to these services for any reason or no reason.

13.2 Termination of the services will not release either party from any obligations incurred prior to the termination and the Company may retain and continue to use for its own internal purposes any information previously provided by you.

13.3 Termination of this Agreement will not have any effect on the disclaimers, waiver or liability limitations provided under this Agreement and all of those terms will survive any termination of this Agreement.

14. Rental Agreement

14.1 The Owner and Driver will sign a separate [Rental Agreement](#) between them at the time of vehicle handover.

14.2 The Rental Agreement between Owner and Driver will continue indefinitely (unless agreed otherwise between Owner and Driver), and you hereby agree that unless either party receives 4 weeks' notification in writing of cancellation of the Rental Agreement from the other party penalties will apply for early cancellation as set out

within the Rental Agreement.

15. Disclaimer of Warranties and Limitation of Liability

15.1 This Agreement describes all of the Company's obligations in the event of any loss or damage resulting from your use of the platform or services.

15.2 In order to disclaim warranties and to provide for certain limitations on our liability, we are required to provide the following information in this format:

15.2.1 THE COMPANY PROVIDES A PLATFORM AND SERVICES THAT ENABLE CAR RENTAL BETWEEN OWNERS AND DRIVERS. THE COMPANY DOES NOT PROVIDE CAR RENTAL SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS PLATFORM OR SERVICES, THE CAR MANUFACTURER OR ANY THIRD PARTY PROVIDER OF SERVICES (E.G. IN-CAR GPS OR OTHER SYSTEMS). EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COMPANY HEREBY DISCLAIMS ANY WARRANTY OF ANY KIND WITH RESPECT TO THE CARS, PLATFORM AND OTHER PRODUCTS AND SERVICES PROVIDED BY OR THROUGH THE COMPANY, WHETHER SUCH WARRANTIES ARE EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY THAT THE PLATFORM OR SERVICE WILL BE UNINTERRUPTED OR SECURE OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. USE OF THE PLATFORM OR SERVICES, ARE AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY WILL CREATE ANY EXPRESS WARRANTY.

15.2.2 IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN THE COMPANY'S DEPOSIT, UNPAID RENT AND DAMAGE REIMBURSEMENT OBLIGATIONS DESCRIBED IN THIS AGREEMENT, THE COMPANY'S LIABILITY UNDER THIS AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL IN NO EVENT EXCEED THE LESSER OF THE AMOUNTS PAID TO YOU UNDER THIS AGREEMENT OR R1,000.

16. No Agency

16.1 The Company does not intend to appoint you or any other user of its platform or services as its employee, legal agent or to form any kind of legal partnership or joint venture.

16.2 You are not authorized to make any commitments on behalf of the Company and the Company will not make commitments on your behalf, except as is required for the effective performance of the services and platform or as expressly stated in this Agreement.

17. No License

17.1 The Company's website, marketing materials, printed material and services contains

copyrighted material, trademarks, and other proprietary information, all of which is individually and collectively protected by copyrights laws and other intellectual property laws in South Africa and internationally.

17.2 Except as part of the intended use of the Company's platform and services, you must not copy, distribute, make available, publicly perform, display or create any work based on such content, or exploit such content in any way, in whole or in part.

17.3 Except for content provided by users to the Company through its website or via other means, the Company and its licensors own all of the content presented. All rights are hereby expressly reserved.

18. Vehicle Pick-up and Drop-off

The procedure for Vehicle Pick-up and Drop-off may depend on the Driver Select (Pty) Ltd service option that the Owner has selected, and are dealt with in detail in the [Rental Agreement](#).

19. General

19.1 This Agreement states the entire understanding between you and the Company concerning your use of its platform and services and supersedes any earlier verbal or written communications between us.

19.2 You may not delegate your legal obligations or assign or transfer any of your rights in whole or in part to any third party without the advance written consent of the Company.

19.3 You will remain responsible for your obligations hereunder in any event.

19.4 If any provision of this Agreement is construed to be unenforceable, the remaining provisions will not be affected and will continue in full force and effect.

19.5 The Company must agree to any modification or waiver of any term of this Agreement in writing.

19.6 The Company's failure to exercise any right under this Agreement will not constitute a waiver of any other right the Company may have.

19.7 This Agreement and any related claims or disputes are governed by and construed in accordance with the laws of South Africa.

TERMS FOR UBER DRIVER-PARTNERS

The following Sections 20-28 apply if you rent a vehicle where the Owner is making use of the Company's DriverSelect or DriverSelectPlus services:

20. Information provided to the Company

20.1 As part of establishing and maintaining your status as an authorized Uber

driver-partner and renting through Driver Select (Pty) Ltd, you will need to provide certain information about yourself.

- 20.2** You understand and agree that you must meet Uber's [Eligibility Requirements](#) at all times that you use the Company's rental services.
- 20.3** If, after initial approval, you later fail to meet the eligibility requirements (e.g. your PDP has expired), you are required to inform us of the change in status, and refrain from renting or driving cars via Driver Select (Pty) Ltd.
- 20.4** As stated in the General Terms above, you have authorized Driver Select (Pty) Ltd to obtain your driving record and other applicable reports at any time, in order to verify that you meet the Uber eligibility requirements.
- 20.5** You understand and agree that Driver Select (Pty) Ltd may periodically request additional verification of eligibility and proper verification of usage from you as a Renter, and that if you fail to provide satisfactory evidence of your continued compliance with this Agreement, the Company may terminate your right to use the platform immediately.
- 20.6** Driver Select (Pty) Ltd may, subject to the terms of this Agreement and the Privacy Policy, retain and continue to use for its own internal purposes any information previously provided by you.
- 20.7** All of your information will be held and treated in accordance with the [Privacy Policy](#).
- 20.8** Please note, any failure to disclose car-related violations, accidents or other material information is grounds for rejection or termination of your approval to use the Driver Select (Pty) Ltd platform or services with immediate effect.

21. Fees and Losses

- 21.1** You are responsible for paying all fees when they come due in connection with your use of the Driver Select (Pty) Ltd platform or its services.
- 21.2** YOU AUTHORIZE THE COMPANY TO CHARGE AGAINST ANY DEPOSITS, EARNINGS AND FUTURE EARNINGS IN YOUR ACCOUNT ALL AMOUNTS DUE INCLUDING, BUT NOT LIMITED TO, DRIVER SELECT (PTY) LTD FEES, INSURANCE EXCESSES, SECURITY DEPOSITS, RENTAL CHARGES, FINES/PENALTIES, DEDUCTIBLES AND DAMAGES, AND YOU FURTHERMORE REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO MAKE THIS AUTHORIZATION.
- 21.3** WHERE YOUR DEPOSIT HAS BEEN USED TO COVER ANY COSTS FOR WHICH YOU ARE LIABLE, YOU HEREBY AUTHORIZE THE COMPANY TO DEDUCT SUCH AMOUNTS FROM YOUR WEEKLY UBER EARNINGS, AS AGREED BETWEEN OWNER AND DRIVER, TO TOP-UP THE DEPOSIT TO THE LEVEL AS ORIGINALLY SET BY THE OWNER AT THE START OF YOUR RENTAL AGREEMENT.
- 21.4** You will be responsible for payment of rental charges from the start of your rental period until the time you return the car. You will be responsible for all of the costs relating to any citations and fines (e.g. tolls, parking tickets, towing fees) incurred

during the rental.

- 21.5** WITH REGARD TO DAMAGE, LOSSES, OR OTHER LIABILITIES, YOU ACKNOWLEDGE THAT PROTECTION FROM THE OWNER'S INSURANCE POLICY MAY NOT BE AVAILABLE TO YOU IN THE EVENT YOU BREACH YOUR OBLIGATIONS UNDER THIS AGREEMENT (E.G. IF YOU DRIVE A VEHICLE WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL OR OTHERWISE VIOLATE ANY OF THE DRIVER SELECT (PTY) LTD [USER POLICIES](#)).
- 21.6** SUBJECT TO THE COVERAGE AND PROTECTION AVAILABLE TO YOU, YOU ACKNOWLEDGE THAT YOU ARE FULLY RESPONSIBLE FOR ANY DAMAGE, LOSS OR OTHER LIABILITIES RELATING TO YOUR RENTAL ACTIVITIES THROUGH DRIVER SELECT (PTY) LTD.
- 21.7** Nothing in this Agreement is intended to limit your responsibilities or the Company's legal rights in connection with your use of the platform or services (or any vehicles rented through) Driver Select (Pty) Ltd.
- 21.8** You acknowledge that the vehicle Owner may require Driver Select (Pty) Ltd to hold a deposit on their behalf, equal or greater than the excess on their Uber approved insurance policy, as part of the rental of their vehicle, and that if a deposit is required the Company will notify you when this is due payable, and if not paid prior to vehicle handover may result in the cancelation of your reservation.

22. Use of the Car

- 22.1** When you rent a car through Driver Select (Pty) Ltd, you may use the car for commercial purposes (e.g. Uber) and for your personal use.
- 22.2** You may not sub-let the car to any other party, whether the other party is an active Uber driver-partner or not. If you sub-let the car to another party this will qualify as ground for termination of the rental agreement and a penalty of one week's rental.
- 22.3** Where you have a Driver Select (Pty) Ltd vehicle on your Uber Partner profile you may not activate an additional vehicle on your Uber Partner profile without the prior consent from Driver Select (Pty) Ltd. If you do activate an additional vehicle without Driver Select (Pty) Ltd's consent Driver Select (Pty) Ltd reserves the right to request that Uber deactivate your Uber Partner profile (as per the signed Authorization and Instruction Form) until the Driver Select (Pty) Ltd vehicle is returned to the Driver Select (Pty) Ltd premises or to the car owner.
- 22.4** You may not access a car until the beginning of your rental period and you must return the car on time and to the correct location as per the [Rental Agreement](#).
- 22.5** You must exercise reasonable care in your use of the car.
- 22.6** In the event Driver Select (Pty) Ltd has any concern about your use of a vehicle, the Company may notify the Owner, who in turn may terminate their Rental Agreement with you as per the terms contained therein, and require the return of the vehicle.
- 22.7** You are required to wear seatbelts during the operation of the car and to require

that all of your passengers wear seatbelts as well. You are also required to meet any laws or regulations concerning car seats and other protections for young passengers.

22.8 The Driver Select (Pty) Ltd [User Policies](#) provides a list of "Prohibited Uses" of any car rented through Driver Select (Pty) Ltd. The list isn't meant to be exhaustive.

22.9 If you have any concerns about your planned use, please contact Driver Select (Pty) Ltd customer service at info@driverselect.co.za.

22.10 YOU WILL BE FULLY RESPONSIBLE FOR ANY CLAIMS, LOSS OR DAMAGE RELATED TO YOUR MISUSE OF A CAR. DRIVERS ALSO ACKNOWLEDGE THAT USING A VEHICLE IN A PROHIBITED MANNER MAY NULLIFY COVERAGE AND MAY FURTHERMORE NULLIFY ANY COMPREHENSIVE INSURANCE OR COLLISION PROTECTION.

23. Condition of the Car

23.1 You understand that, unless otherwise specifically noted, the cars offered by Driver Select (Pty) Ltd are owned by third parties and are not owned or maintained by the Company, unless Driver Select (Pty) Ltd has specifically entered into a fully managed service agreement with the Owner under the DriverSelectPlus service agreement, in which case the vehicle will be maintained by Driver Select (Pty) Ltd.

23.2 Regardless of the DriverSelect service option chosen, each Owner is entirely responsible for repairing and maintaining the car(s) they offer through Driver Select (Pty) Ltd in a roadworthy condition and is ultimately responsible for the condition of the car at the beginning of the rental period.

24. Commencement of Rental

24.1 Once you have checked the vehicle, both you and the Owner will jointly be required to sign a Rental Agreement (available as a download on the <https://driverselect.co.za> website) that sets out the specific terms and conditions of your rental.

24.2 Once this document has been signed, you agree that the Owner will have the responsibility for sending a signed copy of the Rental Agreement and Vehicle Inspection Checklist to Driver Select (Pty) Ltd notifying them that your rental has commenced, and so that Driver Select (Pty) Ltd can start tracking the vehicle you have rented from that place and time.

24.3 This information will form the basis of your weekly Uber income and your rental payment for the vehicle.

25. Incident Reporting

25.1 You must immediately report any damage to the car you are using to both the Owner and to Driver Select (Pty) Ltd (at info@driverselect.co.za) and if there has been a collision, to the police as well.

25.2 You will need to use all reasonable efforts to secure evidence from any available witnesses and to provide the Owner and Driver Select (Pty) Ltd with a written description of the incident and any other information the Owner and or Driver Select

(Pty) Ltd may request, including identity and insurance information of any parties involved in the incident.

25.3 You are also required to cooperate in any loss investigation conducted by the Owner (or by Driver Select (Pty) Ltd where the Owner has selected the DriverSelectPlus service option), the Owner's claims administrators, or insurers.

25.4 After an incident, you may not continue to use the car unless you have the explicit permission of both the Owner and Driver Select (Pty) Ltd.

25.5 Failure to timeously report an incident may reduce or invalidate the comprehensive insurance provided by the Owner of the vehicle.

26. Insurance

26.1 The Owner will be responsible for insuring their vehicle with an Uber approved insurance policy.

26.2 You are fully responsible for paying any damages not covered by insurance, as well as insurance deductibles, fees, expenses, liens, and fines arising out of your use of a car rented through Driver Select (Pty) Ltd.

27. Cancellation of Rental Agreement

The terms relating to the Cancellation of the Rental Agreement between Owner and Driver are dealt with within the Rental Agreement, and copy of which may be downloaded from the <https://driverselect.co.za> website.

28. Waiver

28.1 DriverSelect (Pty) Ltd provides a platform and service to allow Car Owners and Drivers to connect in an easy and efficient way. Except as expressly provided in this Agreement, Driver Select (Pty) Ltd and the applicable car Owner do not accept liability with respect to your use of the Driver Select (Pty) Ltd platform and services (as defined) or the applicable car(s).

28.2 AS SUCH, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST DRIVER SELECT (PTY) LTD AND ITS RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES (THE "DRIVER SELECT (PTY) LTD PARTIES") AND THE CAR OWNER FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE DRIVER SELECT (PTY) LTD SERVICES INCLUDING, WITHOUT LIMITATION, A CAR NOT BEING AVAILABLE WHEN IT WAS SUPPOSED TO BE, ANY MALFUNCTION OF OR DEFICIENCY IN A CAR, ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY, ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY YOU OR ANY OF YOUR PASSENGERS AND, IN THE CASE OF THE DRIVER SELECT (PTY) LTD PARTIES, ANY ACTIONS OR INACTION OF THE CAR OWNER. YOUR WAIVER DOES NOT EXTEND TO ANY DAMAGES OR LOSSES RESULTING FROM ANY PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

28.3 You understand and agree that if without lawful cause the car is not returned on

expiry of the rental period or when the stipulated rental amount could not be paid in order to continue the rental term, the car may be regarded as stolen and criminal charges may be laid with the South African Police services without further notification to you; and the Vehicle Owner will be entitled to claim damages for unlawful holding over equal to the average rental amount (calculated since the start of the rental) due per day, multiplied by the number of days that you fail to return the vehicle to the Vehicle Owner or to Driver Select (Pty) Limited.

- 28.4** You nominate the address included on your signed Rental Agreement with the Owner as your *domicilium citandi et executandi* for the service of any legal notices and process.
- 28.5** In the event of any legal proceedings being instituted against you for recovery of any amount whatsoever, you shall be liable for all legal costs incurred including, administrative costs and collection commission on each installment paid. If the matter is defended, you will be liable for legal costs incurred on an attorney/client scale. Once your account has been handed over there will be no further correspondence entered into with the Owner or Driver Select (Pty) Ltd. All correspondence will be with either the Owner's or Driver Select (Pty) Ltd's debt collection solution provider whoever it may be at the time.
- 28.6** BY REGISTERING ON THE DRIVER SELECT (PTY) LTD PLATFORM YOU ACCEPT THAT YOU ARE LIABLE JOINTLY AND SEVERALLY FOR THE PAYMENT OF ALL AMOUNTS DUE TO THE VEHICLE OWNER AND DRIVER SELECT (PTY) LTD DURING THE TERM OF OR PURSUANT TO THE RENTAL AGREEMENT. BY SIGNING THE [PAYMENT AUTHORIZATION AND INSTRUCTION FORM](#) YOU CONFIRM THAT PAYMENTS DUE BY YOU CAN BE MADE BY AUTOMATIC SUBTRACTION FROM YOUR UBER EARNINGS ON A WEEKLY BASIS AND YOUR SIGNATURE ON THAT FORM SHALL CONSTITUTE AUTHORITY TO DEBIT YOUR CURRENT OR FUTURE UBER EARNINGS WITH THE TOTAL AMOUNTS DUE.
- 28.7** Driver Select (Pty) Ltd will issue a VAT invoice to the Driver on a weekly basis for its fees included as part of this deduction.

TERMS FOR OWNERS

The following Sections 29 - 35 apply if you rent out your car using either the DriverSelect or DriverSelectPlus services as defined.

29. Information Given at Registration

- 29.1** When you sign-up for DriverSelect or DriverSelectPlus, you will identify a particular passenger car(s) that you want to list for rent through Driver Select (Pty) Ltd.
- 29.2** Each car must meet the Uber [Vehicle Requirements](#) provided by Uber from time to time.
- 29.3** You may only use the Driver Select (Pty) Ltd services in connection with cars that you own or otherwise have all the necessary rights and permissions to rent out.

30. Rental Fees

- 30.1** You will have the ability to set and revise the vehicle's rental deals as you choose.
- 30.2** Driver Select (Pty) Ltd will pay you the amount collected from the rental of your car, less the applicable fees payable to Driver Select (Pty) Ltd.
- 30.3** You acknowledge that Driver Select (Pty) Ltd's fees may change from time to time. A current fee schedule can be found on the <https://driverselect.co.za> website at the time of the applicable rental.
- 30.4** Payment to the Owner from Driver Select (Pty) Ltd will be initiated weekly and paid within 3 days after payment has been received by Driver Select (Pty) Ltd from Uber and will include all relevant amounts earned, net of fees, up until that point.
- 30.5** To the extent you owe Driver Select (Pty) Ltd money for any reason, Driver Select (Pty) Ltd also reserves the right to deduct those amounts from your payment.
- 30.6** Please note that you are fully responsible for all taxes relating to or arising out of your activities under this Agreement.
- 30.7** Driver Select (Pty) Ltd will issue a VAT invoice to the Owner on a weekly basis for its DriverSelect or DriverSelectPlus service fee as applicable.

31. Cancellation of Rental Agreement

The terms relating to the Cancellation of the Rental Agreement between Owner and Driver are dealt with within the Rental Agreement, and copy of which may be downloaded from the <https://driverselect.co.za> website.

32. Maintenance

- 32.1** You are required to regularly check your car for any defects in its operations or safety and have your car inspected as per the Uber guidelines and as described in the vehicle inspection checklist.
- 32.2** If you select the DriverSelect Service, Driver Select (Pty) Ltd will undertake a thorough inspection of your vehicle on your behalf every 3 months. If you select the DriverSelectPlus option, these checks will be undertaken bi-weekly.
- 32.3** Where you have selected the DriverSelect service, you will be solely responsible for liaising with the Driver to deliver the car to the approved Driver Select (Pty) Ltd location for its inspection.
- 32.4** Where you have selected the DriverSelectPlus service, Driver Select (Pty) Ltd will liaise with the Driver on your behalf.
- 32.5** You shall, at all times, ensure that your car is in a safe and roadworthy condition, in good mechanical condition, and in full compliance with all applicable inspection and registration requirements.

32.6 You agree to respond to any recall or similar safety notices and to complete any recommended action promptly.

32.7 If Driver Select (Pty) Ltd believes that your car does not conform to reasonable standards, Driver Select (Pty) Ltd will notify you and reserves the right to refrain from listing your car on the <https://driverselect.co.za> website until its concerns have been resolved.

33. Event Reporting

33.1 If you believe that a Renter has caused any damage to your car, you are required to report that damage to both the Driver and to Driver Select (Pty) Ltd as soon as you become aware of it (and in any event, no more than 24 hours after the damage occurred) and to provide reasonable cooperation in the investigation of the damage.

33.2 In any event, with each break in rental activity you need to inspect your car and report to Driver Select (Pty) Ltd any damage that you believe was caused by a Renter.

34. Other Insurance and Legal Matters

34.1 In addition to the terms provided above, you agree to comply with any and all applicable laws and regulations. More information is available in our FAQs.

34.2 With respect to any insurance policy procured by the Owner, and where you select the DriverSelectPlus service only, you hereby appoint Driver Select (Pty) Ltd as your attorney-in-fact *solely* for the purpose of filing claims, receiving payment and otherwise administering that policy.

34.3 You agree to provide Driver Select (Pty) Ltd with information regarding your policy's coverage as may be requested from time to time.

34.4 You must inform Driver Select (Pty) Ltd promptly in the event information previously provided changes.

34.5 You will be fully responsible for any losses or damages suffered by any party as the result of your activities under this Agreement.

35. Indemnification

In the event of any claim for a loss or injury that occurs during the use of your car by a Driver Select (Pty) Ltd Renter (or by Driver Select (Pty) Ltd itself), your Uber-approved insurance policy should defend and indemnify you against such claims as required by applicable law.

36. Data Protection and Obligations

36.1 Access to supplied data shall be limited to the Owner themselves and their direct employees. Access should be given for business specific reasons only.

36.2 The Owner shall undertake all reasonable security measures, digital or otherwise, to protect the data supplied to them and control access to it.

36.3 The Owner shall, upon a breach or unauthorized leak of data, immediately

notify The Company of the occurrence within 1 business day, including the data that was leaked, when it happened and any other information requested by The Company to assist in remedial efforts.

36.4 Data retention shall be limited to storage for direct business purposes and records only. The Owner undertakes to completely purge any data that does not meet these criteria.

These Terms of Service were last updated on 04 September 2018 and this version supersedes all previous versions published on the website before this date.