

The Agreement sets out Your Auto Prime plan, it should be read carefully to ensure that You are familiar with its contents. If You have any queries concerning the agreement, please phone The Unlimited on 0861 835 386.

## SECTION 1: MAINTENANCE AND RESTORATION PROCEDURE

## SECTION 2: GENERAL TERMS AND CONDITIONS

## SECTION 3: MAINTENANCE AND RESTORATION SERVICES

## SECTION 4: EXCLUSIONS

## DEFINITIONS

- a) **"Administrator"** SA Vehicle Maintenance (PTY) Ltd, company registration number 200/009578/07, a subsidiary of M-Sure (PTY) Ltd, company registration number 2002/022941/07.
- b) **"Agreement"** means, collectively, the terms and conditions set out in this document, the Welcome Letter or application form signed by you (if applicable).
- c) **"Benefits"** means, collectively, all the benefits to which You are entitled under this Agreement. Benefits include the Services.
- d) **"Change of Ownership"** This Maintenance Plan applies only to You and the specific vehicle mentioned in Your plan, so You may not transfer Your plan to anyone else or to any other vehicle without the consent of the SP.
- e) **"Commencement Date"** The commencement date is the date on which we receive the first successful monthly Fee from You.
- f) **"Fee"** means the total amount You pay Us each month.
- g) **"Maintenance and Restoration Services"** The motor vehicle maintenance and restoration services that You are entitled to when You purchase this Maintenance Plan as more fully described in sections 3 and 4 of this document.
- h) **"Maintenance Plan"** The complete Maintenance Plan is described in this document and always includes any subsequent endorsements, amendments and declarations.
- i) **"Period"** This Maintenance Plan is a month to month membership and it renews on each occasion that we receive a monthly Fee from You.
- j) **"Quarterly"** Each quarter is a period of 90(ninety) days calculated from the commencement date. First maintenance and restoration service may only be submitted after two successful debits in a row, though such may include maintenance and restoration services in respect of pre-existing damages (this will be on your first claim only).
- k) **"Services"** means, collectively, the services provided which are set out in these terms in sections 3.
- l) **"Suspensive Period"** means the collection of two successful debits in a row before you can use and enjoy the Maintenance Plan.
- m) **"Vehicle"** The vehicle, which details You provided to Us. Vehicles may not exceed a gross vehicle mass of 3,500kg (three thousand five hundred kilograms).
- n) **"You/Your"** means the main member who's details have been provided to us.
- o) **"We/Us/Our/The Unlimited"** means The Unlimited Group (Pty) Limited, a company registered in accordance with the company laws of South Africa being the agent for this Agreement.

## SECTION 1: MAINTENANCE AND RESTORATION PROCEDURE

If the vehicle requires any maintenance and restoration service in terms of this Maintenance Plan, You must report it to the Us on 0861 835 386, and We will transfer You to the Administrator for approval before any Maintenance and Restoration Services will be rendered. If the required Maintenance and Restoration Services are approved by the Administrator, arrangements will be made to have the authorised (approved) Maintenance and Restoration Services done.

## SECTION 2: GENERAL TERMS AND CONDITIONS

1. **Maintenance and Restoration Limit:** You are entitled to Maintenance and Restoration Services up to a maximum of R2 000 (two thousand rand), including VAT, per Quarter (90 days). If You do not use the maximum of R2 000 in one Quarter, this amount is not carried over to the next Quarter. The maximum amount for the next Quarter will start again at R2 000. Please note, should You fail to pay Your monthly Fee, the Suspensive Period will reinstate on collection of Your next Fee.
2. **Maintenance Plan:** The Maintenance and Restoration Services rendered in terms of this Maintenance Plan will only be rendered in respect of the motor vehicle components stipulated in section 3. The Maintenance and Restoration Services must be done with the prior authorisation and in accordance with the arrangements made by the Administrator.
3. **Maintenance Bookings:** Booking is allowed only through the Administrator and may be arranged by calling Us on 0861 835 386.
4. **Maintenance Period:** This Maintenance Plan is a month to month membership which renews on each date that a successful monthly Fee is collected by Us and provides Maintenance and Restoration Services from the completion of the Suspensive Period.
5. **Territory:** Maintenance and Restoration Services can only be rendered in the Republic of South Africa.
6. **Maintenance and Restoration Plan:** We guarantee any maintenance services, including labour, approved in terms of this plan for a period of 90(ninety) days after the date of Maintenance and Restoration Services were performed. No Maintenance and Restoration Services will be rendered in case of misuse or abuse of the vehicle.
7. **Payment:** Your monthly Fee for this Maintenance Plan must be paid in advance and no Maintenance and Restoration Services are available unless We have received the Fee.
8. **Cancellation of this Maintenance Plan:** If the vehicle is stolen, hijacked or damaged beyond repair while this Maintenance Plan is valid, the Maintenance Plan will be terminated from the date of the event or alternatively You may cancel this plan at any time.
9. **Non-insurance product:** Note that this Maintenance Plan does not constitute a short-term insurance policy. We therefore do not in any way indemnify You for any damages or losses sustained or suffered and our obligations are limited to the supply of the Benefits.
10. **Pre-existing damage:** Note that You are entitled to the Maintenance and Restoration Services notwithstanding the fact that the damage or wear and tear occurred prior to the Commencement Date of the Maintenance Plan. Please note that this will only be on Your first use of the plan in Your first Quarter under the Maintenance Plan.
11. Fee:
  - a. The Fee is R89.99 and is inclusive of VAT and is payable monthly in advance.
  - b. The Fee is payable to Us by debit order. Should You cancel the debit order, We shall be entitled to cancel this Agreement without notice to You.
  - c. Should there be insufficient funds in Your bank account when We attempt to collect the Fee, You authorise Us to attempt to debit the Fee from Your account for a further 3 months in a row in order to provide you with the Benefits. Should We be unable to collect the Fee from You after 3 failed attempts, We shall be entitled to cancel this Agreement without notice to You. Please note that whilst there are Fees outstanding, You will not be entitled to enjoy the Benefits.
  - d. We shall not be obliged to accept any Fee paid to it after the payment due date.
  - e. **You authorise Us to deduct from any South African bank account held by You (including the Account), and without notice to You, all Fees payable by you to Us.**  
**WHILST WE SHALL TRY TO DEBIT YOUR BANK ACCOUNT ON THE DATE AGREED WITH YOU, YOU AUTHORISE US TO DEBIT YOUR BANK ACCOUNT ON ANY DAY OF THE MONTH AS WE, IN OUR DISCRETION, MAY DETERMINE. The Unlimited makes use of NAEDO collections services to ensure that We are able to collect Your Fee.**
12. Provision of the Benefits is restricted to events occurring and services being rendered in the Republic of South Africa.
13. You **consent** to The Unlimited providing and sharing Your personal information, and that of Your Vehicle, to Our service providers and/or agents. The Unlimited marketing other products and services to You;
14. **It is recorded that information relating to the parties to this Agreement or to persons whose interests are protected by this Agreement may be processed for the conclusion or performance of this contract, or to protect those interests, or to comply with legal obligations, or pursuing our legitimate interests or those of any third party to whom the information is supplied.**
15. The Unlimited may amend or terminate this Agreement at any time. Publication of such amendments or Termination by such means as We select will constitute valid notice of the amendments to You and such amendments will be effective immediately. **You also authorise The Unlimited to notify You of any amendments via SMS. You may not amend or vary this Agreement at all.**
16. By paying, alternatively authorising The Unlimited to collect, the first Fee due under and in terms of this Agreement, You shall be deemed to have read and accepted the terms and conditions contained in this Agreement.
17. Should any clause in this Agreement become illegal, invalid or unenforceable in any respect the remaining clauses will not be affected or impaired as a result.
18. We are not an agent of the Administrator providing Benefits and Services under this Agreement accordingly You acknowledge and Agree we cannot be held liable for any of their Conduct, Acts or Omissions when rendering the Services to You.
19. Should You exercise Your Cooling-off Period rights, You must notify The Unlimited by telephone on 0861 835 386. The Unlimited will refund any Fees collected from You during the Cooling-off Period.
20. **Non-Transferability:** This plan only applies to You and may not be changed to a new owner or any other vehicle without consent.

## SECTION 3: MAINTENANCE AND RESTORATION SERVICES

YOU ARE ENTITLED TO THESE SERVICES UP TO A MAXIMUM LIMIT OF R2 000 EVERY 90 DAYS (A QUARTER):

### EXTERIOR MAINTENANCE SERVICES

The Maintenance and Restoration Services will be rendered in respect of the following:

1. **Light Scratches & Minor Dents:** Repairs to dents and scratches to the Vehicle, but if any part of the body panel has been ripped or torn, then the damage shall not be defined as a dent or scratch and will not be covered under this Maintenance Plan.
2. **Stone Chips:** A chipped area that may be filled and sealed to prevent corrosion.
3. **Tar Removal:** Removes and restores an unlimited number of tar spots and marks
4. **Windscreen Damage:** Maintenance and restoration of Your vehicle's windscreen, headlamps and related glass components in case of repairable chips only. If the windscreen cracks during the repair process, You will be responsible for the replacement costs of the windscreen.
5. **Wheel Rims and Mag Wheels:** Restoration of the vehicle's wheel rims or mag wheels if they sustain scuffs, stone chips or paint defects. Replacement of wheel rims or mag wheels is excluded.

## SECTION 4: EXCLUSIONS

NO MAINTENANCE AND RESTORATION SERVICES WILL BE RENDERED FOR:

- a) Any requests for maintenance services made prior to the Commencement Date of the Maintenance Plan or after termination, cancellation, expiry or lapsing of the Maintenance Plan.
- b) Mechanical or electrical breakdown or breakage.
- c) Repairs requiring stripping or assembling parts or any bodywork that does not expressly fall within the scope of maintenance services provided.
- d) Damage to car radios, sound equipment or car telephones.
- e) Damage to any stickers or artwork and vehicle branding.
- f) Any damage to tyres.
- g) Any maintenance or restoration outside the Republic of South Africa.
- h) Any depreciation in value arising from maintenance or restoration.
- i) Any maintenance or restoration not authorised by the Administrator.
- j) Any fraudulent or excluded maintenance or restoration under this Maintenance Plan. If You require any Maintenance or Restoration Services which are in any way fraudulent, You will forfeit all Fees paid to obtain this plan.
- k) Any maintenance or restoration that does not expressly fall within the scope of the Maintenance and Restoration Services described in sections 3.
- l) Any maintenance service requiring the replacement of a body panel or part thereof.

## CONTACT DETAILS

DETAILS	CUSTOMER SERVICE	SERVICES REQUEST ADMINISTRATION
Name & Company reg. no.	The Unlimited Group (Pty) Limited	M-Sure (Pty) Ltd, 2002/022941/07
Physical address	1 Lucas Drive, Hillcrest, 3650	The Bridge Office Park, Block A, Building 2, 5 Boeing Road East, Elma Park, Edenvale, 1609
Postal address	Private Bag X7028, Hillcrest, 3650	Private Bag X5, Bruma, 2026
Telephone No.	0861 835 386	0860 927 726
Facsimile	086 500 9307	0860 329 729
Email	<a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a>	
Website	<a href="http://www.theunlimited.co.za">http://www.theunlimited.co.za</a>	<a href="http://www.m-sure.co.za">www.m-sure.co.za</a>