

TERMS & CONDITIONS

By accepting service from Firstassist you are agreeing to be bound by these terms and conditions.

1. DEFINITIONS

- 1.1 **'Accident Tow'**: A tow necessitated by any damage caused to a vehicle due to colliding with an object not necessarily another vehicle, as well as damaged sustained from various events including but not limited to potholes, water damage, fire damage.
- 1.2 **'Breakdown Tow'**: A tow necessitated by any damage caused to a vehicle due to a mechanical or electrical breakdown unless such breakdown resulted in an accident.
- 1.3 **'Cancelled Call Out'**: When the service has been cancelled by the Road User or the Corporate Client and where such cancellation takes place after 10 minutes of initial receipt of the call, a call out fee will be applied due to Firstassist by the Road User or the Corporate Client.
- 1.4 **'Home Assistance'**: Where Firstassist arranges for a Service Provider to attend to either, Plumbing, Electrical, Glazing, problems encountered.
- 1.5 **'Locksmith Services'**: Where a locksmith is dispatched to retrieve vehicle keys from within the vehicle's cabin or boot.
- 1.6 **'Roadside Assistance'**: Assistance where a vehicle is repaired on the side of the road and no towing is required ie. Jump Start, Fuel Delivery, Flat Tyre.
- 1.7 **'Road User'**: The person or persons travelling in the vehicle that needs assistance.

2. COSTS

The costs of services may vary for reasons including, but not limited to, the nature of services required, location of incident, fuel price & vehicle make and model.

3. REQUIREMENT

To be eligible to receive any services you must be present at the vehicle/incident scene

4. AREA OF SERVICE

We provide services in South Africa unless otherwise agreed to.

5. GAURANTEES AND WAIVER

We do not guarantee response times since it may vary, depending on various factors e.g., location, traffic, weather conditions and the demand for assistance at the time of your request.

We offer no warranties regarding any of the services we offer or any services that are rendered.

6. CORRECT INFORMATION

It is your responsibility to ensure that all details supplied to arrange assistance are accurate and that if they change for any reason, that Firstassist is made aware of said change.

In order for Firstassist to be able to locate you and your vehicle you must provide us with the correct and accurate location. If you provide incorrect or incomplete information, it may result in delay and/or additional costs for your account.

7. AMENDMENT OF SERVICES AND REFUNDS

We may introduce new services and/or amend and/or cancel existing services without prior notice.

Without prejudice to any of our other rights, we reserve the right to deny services and refunds to any customer who in our opinion is or has been, abusive, threatening, or violent toward any Firstassist staff member, or who attempts to receive services (including refunds) by deception of any kind.

Refunds will ONLY be made in instances where services are covered by your insurance company and we have been authorised by them to carry out such services and where you have had to make payment for said services up front to the Service Provider.

In such instances, the request for a refund may be made by sending the relevant information including proof that payment had been made to the Service Provider to customercare@first4u.co.za

The claim will be assessed and where authorised, payment will be made into the bank account of the person that we have on file as the person that received said services.

Refunds will not be made where the recipient of said services feels that the services received were, including but limited to, not up to standard in way, where the services were delayed, where damages were caused by the Service Provider.

8. AMENDMENT OF TERMS AND CONDITIONS

We may amend any of our terms and conditions at any time. The amended terms and conditions shall take effect from the date they are published on our website. Where there is a need for clarification of our terms and conditions or relating to your entitlements, our reasonable interpretation will be deemed to be final.

9. PAYMENT FOR SERVICES

Payment for any service is not guaranteed unless our prior authorisation has been obtained.

Where payment is required by you for services you will be required to make the payment prior to, or on completion of the service. You may be required to pay the service provider directly or by way of electronic payment portal from your Smart Device in which case Firstassist will make full payment to the Service Provider.

10. NON-VARIATION

All our terms and conditions contain the entire agreement between you and Firstassist and Firstassist shall not be bound by any undertakings, representations or warranties not recorded in them.

No indulgence, latitude, or extension of time Firstassist may grant or show to you shall constitute a novation of our terms and conditions, nor shall it in any way prejudice Firstassist or preclude Firstassist from exercising any of our rights in the future.

11. LIMITATION OF LIABILITY AND INDEMNITY

To the fullest extent permitted by law neither Firstassist nor our service providers will be liable for any loss or damage suffered due to any services we or our services providers render or fail to render.

Without prejudice to any other remedy available to us, you indemnify us and our service providers against any loss or damage suffered by us and/or our service providers as a result of you and/or any person receiving a service from us through you breaching any of our terms and conditions. This benefit may be accepted by our service providers at any time.

12. PERSONAL INFORMATION

We hold your personal information securely. Please see our [PRIVACY POLICY](#) for further details.

13. ROADSIDE ASSISTANCE

Roadside assistance is limited to the assistances detailed below, changing a flat tyre and jump starts. Our roadside assistance service does not carry out repairs to vehicles. If we dispatch a Service Provider but your vehicle remains immobilised, we shall tow your vehicle to the nearest repair facility.

14. FUEL DELIVERY

If your vehicle runs out of fuel, we will supply up to 10 litres of fuel to allow you to reach the nearest filling station. The cost of the fuel will be added to the costs of the Service Fee.

15. KEY RETRIEVAL

A locksmith can be arranged to assist you if you have locked the keys in the car or the boot of the car. Any additional services you may require from the locksmith will need to be arranged between you and the locksmith.

16. FLAT TYRE CHANGE

You will be required to have roadworthy spare wheel available as well as any specialised tools your vehicle requires to change the tyre. If these are not available, we will arrange at your cost for the car to be towed to the nearest repair facility.

17. TOWING SERVICES

If your vehicle cannot be repaired under any of the Roadside Assistance services, we will arrange for your vehicle to be towed on a Roll Back Tow Truck to the nearest repair facility. If your vehicle is greater than 3500Kg, we would arrange for Heavy Commercial Services to be dispatched to you.

We will not tow your vehicle if it is in an unroadworthy condition.

We will at all times attempt to render these services to all modes of transport, however, Firstassist will not be held liable in any way should the required services, equipment or expertise not be available.

We are only able to tow vehicles that are accessible e.g. the keys must be available to enable us to enter the vehicle and to unlock the steering mechanism.

If your vehicle is loaded, we are not responsible for the load and may require you to remove the load before rendering any service.

Depending on the information you give us we will decide in our discretion whether to send a Roadside Assistance Vehicle or to send a tow truck.

In the event you are not at the vehicle when the service vehicle arrives the service vehicle may leave the scene.

18. HOME ASSISTANCE

18.1 Plumbing

Firstassist will arrange for a Plumber that is on our panel to come out and attend to the emergency i.e. To stop the problem persisting or worsening. Further repair arrangements will need to be made between yourself and the Service Provider.

If your insurance company is on our client list and the repairs required are covered by the Insurance Policy, the Service Provider's call out fee and first hour of labour is normally covered under the policy benefits. This will first have to be confirmed by the insurance underwriter

18.2 Electrical

Firstassist will arrange for an Electrician that is on our panel to come out and attend to the emergency ie. To stop the problem persisting or worsening. Further repair arrangements will need to be made between yourself and the Service Provider.

If your insurance company is on our client list and the repairs required are covered by the Insurance Policy, the Service Provider's call out fee and first hour of labour is normally covered under the policy benefits. This will first have to be confirmed by the insurance underwriter

18.3 Glazier

Firstassist will arrange for a Glazier that is on our panel to come out and attend to the emergency ie. To stop the problem persisting or worsening. Further repair arrangements will need to be made between yourself and the Service Provider.

If your insurance company is on our client list and the repairs required are covered by the Insurance Policy, the Service Provider's call out fee and first hour of labour is normally covered under the policy benefits. This will first have to be confirmed by the insurance underwriter

19. STORAGE AND SECOND TOW

Should the tow occur after hours and no repair centre is open, or if your preferred repairer is unable or unwilling to accept the vehicle, Firstassist will tow the vehicle to a safe keeping yard until such time the repairer is open and available to accept the car.

In these cases, a second tow will be arranged to move the vehicle from the safe keeping yard to the repairer and will be charged at the same rates as the first tow, unless in the case of an accident, where the second tow will be charged at that of a Breakdown Tow. Storage fees may be charged by the Service Provider

20. REPAIRS

You are responsible for booking your vehicle with a repair centre.

Tow truck drivers are not permitted to attempt any repairs

21. PASSENGERS

No persons may be allowed to travel in the broken-down car whilst it is being towed. If you require alternative transport, we will attempt to arrange a "Family Run" for you where you will be given a lift to the repair centre to which your car is being taken.

22. TOWS REQUIRED AS A RESULT OF AN ACCIDENT, ATTEMPTED THEFT OR HI-JACKING (INSURABLE RISK)

Please note: If your insurance company instructs us to tow the vehicle to a specific destination (for example for the vehicle to be assessed), we shall tow the vehicle in accordance with your insurance company's instruction.

23. IMPORTANT INFORMATION

23.1 If you do not specify a destination to which the vehicle must be towed, we shall tow the vehicle to a destination we, in our discretion, deem to be suitable.

23.2 You agree to pay for all charges for services rendered, unless guarantee of payment is received by your insurance company, warranty administrator and the like and said insurance company, warranty administrator or the like is contracted to Firstassist's Roadside Assistance Programme.

23.3 These charges are either payable in advance or on presentation of an invoice, whichever is the earlier. We reserve the right to charge interest at the maximum permissible rate on unpaid charges from the date the payment became due to the date of payment compounded monthly in arrears. If we approach an attorney to recover our charges, you agree to pay our legal costs on an attorney and own client scale.

23.4 We have a lien over the vehicle as security for all amounts due to us.

23.5 You warrant that you are the owner of the vehicle being towed or have the authority of the owner to have the vehicle towed. Without prejudice to the general indemnity stated earlier in these terms and conditions, you indemnify us against any loss or damage suffered by us due to this warranty not being true.

24. SECURITY SERVICES

Where we are required to send out Security Services to an incident, either to keep the customer safe or the assets safe, Firstassist, its Service Providers, representatives, agents, and the like, can in no way be held liable for any damage, loss or injury that may occur whilst waiting for the arrival of said security services or whilst they are on scene.

25. ABUSE OF SERVICE

The provision of the Service is subject to a fair use policy. If we decide, in our absolute discretion, that you are not using the Service fairly we reserve the right to cancel your subscription to the Service.