



Welcome to the Club!

One of the many frustration's motorists face on South African roads is the danger of road hazards. Extreme weather conditions, ageing road infrastructure, debris, high volumes of load-bearing traffic, and speed control bumps all contribute poor road surfaces and the creation of potholes.

These road hazards are common throughout South Africa, often resulting in wheel damage and can extend to vehicle damage making your vehicle unsafe. Unsafe vehicles result in more accidents, insurance claims, which negatively affects the economy and you as the motoring public carry these costs through levies and increased insurance premiums.

The **Wheel Collision™ Club Membership**, loyalty program is all about safety, savings and providing Members with access to “Best in Class” service and value adds for your vehicle’s alloy wheels and tyres.

Our State-of-the-Art SABS ISO 9001 and SANS1158 accredited Alloy Wheel Repair facilities meet Original Equipment Manufacturers (OEM) Rim specifications, and a national footprint of suppliers and business partners ensure that all services are carried out in a professional manner.

The Wheel Collision™ Xpress Rim Repair Centres situated within participating Tiger Wheel & Tyre, TYRES & MORE® and select Motor Dealers, is an innovative service, offering convenience for motorists who have damaged their alloy wheels to have them straightened “while you wait” without compromising safety.

The Wheel Collision™ Xpress Rim Repair Centres straighten rims only, refurbishing and customisation takes place at the main Wheel Collision™ plants located in Johannesburg, Durban and Cape Town. All work completed on alloy wheels is done according to SABS SANS 1158 and OEM standards.

To see our network of repair centres. log onto www.wheelcollision.co.za



Please read the terms and conditions of this agreement carefully

1. Foreword

- 1.1. This document sets out the conditions of Membership.
- 1.2. Vehicles that qualify for service benefits under this Membership are Passenger Vehicles, SUV's, mini busses, 4 x 4's, club cabs and double cabs.
- 1.3. ***In return for payment and further to the terms and conditions stated in this Agreement, but subject to a 30-day (term membership), 60-day (monthly membership) or as otherwise specified on your Promotional or Group Scheme Membership waiting period following payment, you will be eligible for your subscribed service benefits detailed in this Agreement.***
- 1.4. ***The benefits are ONLY applicable to 1 (one) specific vehicle nominated by you (ie: each vehicle must have its own Membership) when joining the Membership loyalty program.***
- 1.5. **A valid cell phone number for the member is required.**
- 1.6. The benefit limits and exclusions will be clearly stated in this Agreement, and where applicable:
 - 1.6.1. Promotional Club Membership Program, or
 - 1.6.2. Group Scheme Membership.

Redemption of benefits will be processed in terms of the applicable Membership. Standard terms and conditions will apply in addition to any term and condition of a Promotional Club Membership Program or Group Scheme Membership.
- 1.7. Any service or part of the services to be carried out in terms of the benefits under your Membership may be carried out by any Approved Dealer appointed by us.
- 1.8. Your participation and access to service benefits will be regulated by this Agreement and failure to comply with the obligations set out in this Agreement may result in the Membership being terminated.
- 1.9. This Agreement together with documents in terms of point 1.6.1 and 1.6.2, any amendment (change) and any other information provided by you is a legal contract between you and us.

Please read through these documents carefully to ensure that you understand how to get the best out of your Membership and utilise the benefits you have subscribed to.

Take notice of sections drawn to your attention either by using blocks, or which are written in bold, capital or italic letters.

2. Definitions and Interpretation

The following words in this document have the resulting meanings:

Activation date	means	the date the application form is completed and signed by you for your Membership;
Agreement	means	this Wheel Collision™ Club Membership Agreement between you and us together with application forms, disclosure notices, endorsements and any other information provided by you, as well as the terms and conditions as may be amended from time to time;
Application	means	the application form attached to this Agreement that you sign on or before the Activation Date - whether in substitution for or in addition to an existing application form;
Approved Dealer	means	a supplier appointed by us to act as an intermediary, perform services or provide benefits in accordance with this Agreement. <i>You understand and agree that the approved dealers appointed are independent suppliers. These independent suppliers are therefore responsible to perform the services with due care, proper workmanship</i>

and comply with all relevant laws;

Benefit/s	means	services and discounts which you are entitled by your Membership in terms of this Agreement which may only be redeemed provided all fees due are paid;
Calendar Month	means	from the first day of the month to the last day of the month;
Club	means	the Wheel Collision™ Club where members pay fees to have access to certain benefits in accordance with this Agreement;
Damage	means	physical damage to an alloy wheel;
Electronic Signature	means	data attached to, incorporated in, or logically associated with other data and which is intended by the user to serve as a signature and has a relationship with the that data;
End Date	means	that no further Benefits under this Membership will be redeemable, as soon as one of the following occurs: <ul style="list-style-type: none"> ▪ you fail to pay the Fees; ▪ on expiry of the fixed term option for which you have paid Fees; ▪ we advise you or confirm that your Membership has been cancelled.
Fees	means	the payment due as set out on the Approved Dealer's invoice which is payable by you to us. The Fees comprise: <p><u>Membership Fee:</u> The fee payable by you to belong to the Wheel Collision™ Club Membership and to redeem the Benefits;</p> <p><u>Admin Fee:</u> is either</p> <ul style="list-style-type: none"> ▪ a non-refundable once off fee charged in respect of the costs of initiating the Wheel Collision™ Club Membership Agreement; or ▪ monthly debit order or similar fee;
Group Membership Scheme	means	a tailored Membership program for specific groups of individuals, for example the members of a society or professional association;
Initial Membership Period	means	a period of 12 months starting on the Activation Date;
Notices	means	all letters, demands and legal processes;
Member	means	the natural person submitting the application and named on the Application and Schedule, referred to as " you ", " your " and " the Member " in this Agreement;
Membership	means	the Wheel Collision™ Club Membership;
OEM	means	Original Equipment Manufacturer;
OTP	means	One Time Pin (password) sent to you for validation purposes when redeeming benefits. To validate the redemption claim, we will initially send a one-time, randomly-generated PIN to you by SMS text and require you to respond by providing the PIN to our representative.
Parties	means	You, the Approved Dealer and Us;
Period of Agreement	means	Monthly: The Membership is paid on a month to month basis in advance; Fixed Term: The Membership is paid for in a single payment (one amount) in advance as per the fixed term option selected by you.
Prima Facie	means	a fact or evidence presumed to be true unless it is disproved;
Promotional Club	means	a tailored Membership that is sponsored where you are the beneficiary

Membership Program		in terms of a specific promotion. <i>Promotional Memberships are not transferable, nor redeemable for cash;</i>
Repair	means	Repairs of rims fall into two categories: <ul style="list-style-type: none"> ▪ The straightening of bent and /or buckled alloy wheel which may entail welding and machining but no polishing nor refinishing; ▪ Full refurbishment (including customization) of bent and /or buckled and/or scratched alloy wheel which may entail welding, machining, polishing and refinishing which results in a remanufactured alloy wheel;
Rim	means	Aluminium or alloy wheel;
Standards Compliance	means	SABS Standard SANS 1158 for alloy wheel repairs, SABS ISO 9001 accreditation and OEM standards;
Sign or Signature	means	the Membership has been signed by the Member agreeing to the terms and conditions of the Membership. This signature can be in the form of an electronic signature too;
VAT	means	Value-Added Tax charged and levied under the Value-Added Tax Act, 1989, as amended, at the applicable rate;
Vehicle	means	the vehicle together with any accessories fitted to it as specified in the Application Form;
WCCM	means	Wheel Collision Club Membership, a division of Wheel Collision (Pty) Ltd (Registration number: 2017/373244/07) of Unit 1, 3 Ayshire Ave, Long Meadow Business Estate, Edenvale, 1610, who is the administrator, also referred to as " we ", " us " and " our " in this Agreement.

2.1. Interpretation of this agreement

In this Agreement, unless inconsistent with the context:

- 2.1.1. The singular includes the plural and vice versa.
- 2.1.2. A natural person includes an artificial person and vice versa, and.
- 2.1.3. Any expression which refers to one gender includes the other gender.
- 2.1.4. Any reference to legislation or a statute in this Agreement will be a reference to the relevant legislation or statute and its regulations as amended, varied or re-enacted from time to time.
- 2.1.5. Any reference in this Agreement to any other agreement will be to such agreement as amended, supplemented, varied, or replaced from time to time.
- 2.1.6. Headings are for convenience only and do not affect the interpretation of this Agreement.

3. Exclusions – What does NOT qualify for the Membership

- 3.1. **Steel/Chrome rims and wheels;**
- 3.2. **Motor cycles, caravans, trailers, busses, emergency vehicles, trucks, and heavy commercial vehicles are not eligible for Membership;**
- 3.3. **Alloy wheels with pre-existing damage.**

4. Benefit Redemption Waiting Period

- 4.1. ***Once the membership has been activated the benefits will be redeemable 30-days (term membership) or 60-days (monthly membership) or as otherwise specified on your Promotional or Group Scheme Membership after activation.***
- 4.2. The activation date being the date as per the date on the application form/invoice.

5. Territorial Limits

Benefits are limited to the Republic of South Africa. This Agreement is subject to South African Law and any payment must be made in ZAR.

DEFINED BENEFITS

The defined benefits are subject to the terms and conditions by service benefit as detailed in section 6 and general terms and conditions contained herein which you must ensure you understand and comply with.

The maximum benefit redemption for each item by product option is clearly defined below in the Limits by Product Option Benefits Table below or as specified in your Promotional or Group Scheme Membership, subject to the terms and conditions as detailed this Agreement. Benefits are expressly designed to offer you maximum coverage at the minimum cost.

Limits by Product Option Benefits Table		Express	Express Plus	Standard Car	Super Car vehicle values greater than R1 million
Puncture Repair	1 puncture repair per month	Not applicable	yes	yes	yes
Rim Straightening	Counted as a rim refurbishment	Not applicable	Not applicable	yes	yes
	Unlimited rim straightening	yes	yes	Not applicable	Not applicable
Refurbishment	Full rim refurbishments per annum	Not applicable	2	4	4
Cash Back	Per rim beyond repair	Not applicable	R250	R250	R500
	Max per annum per annum benefit	Not applicable	R500	R1000	R2000
Tyre Rotation Service	once per annum – annually in arrears	yes	yes	yes	yes
Wheel Alignment	once per annum – annually in arrears	Not applicable	Not applicable	yes	yes
Limits by Product Option Benefits Table		Express	Express Plus	Standard Car	Super Car vehicle values greater than R1 million
Membership Discounts	20% discount off balancing & alignment • Tiger Wheel & Tyre • TYRES & MORE®	yes	yes	yes	yes
	2.5% additional discount off any • Tiger Wheel & Tyre Product • TYRES & MORE® Product	yes	yes	yes	yes
	30% discount off any full refurbishment through Wheel Collision™	yes	yes	yes	yes

6. Service Benefits and Discounts

- Memberships and related service benefits are option and vehicle specific.
- Service benefits are dependent on the option reflected on your schedule provided by your Intermediary. Benefits do not accumulate from year to year.
- Service benefits will be redeemed on the following basis subject to the benefit being included in the Membership you are subscribed to and that all fees due being fully paid prior to the request for benefit redemption.

6.1. Puncture Repair

You are entitled to redeem only one puncture repair per month. Puncture repairs are carried out according to strict guidelines. If a tyre has a puncture in the shoulder or sidewall, then a minor repair cannot be done. The Approved Dealer will be able to test for the puncture and assess if the tyre can be repaired or if the tyre must be replaced to ensure safety. *Your Membership does not cover replacement tyres. This will be*

for your own account.

6.2. **Rim Straightening**

If a damaged Rim can be straightened, we will pay the Approved Dealer the cost to repair. Straightening of the Rim does not include stripping of old paint, re-spraying, studs, extra welding nor any engineering.

6.3. **Rim Refurbishment**

If a damaged Rim can be repaired, we will pay the Approved Dealer the cost to refurbish your rims. Refurbishment of the Rim does not include engineering, extra welding, nor studs. Redemption of refurbishment benefits is as follows:

- 6.3.1. You may use this benefit twice a year if you have the Express Plus Option or four times per year for the Standard Car and Super Car Options or as disclosed on your Promotional or Group Scheme Membership; and
- 6.3.2. You may redeem this benefit once in a three-month period on a per rim basis or all credits you have, product dependant at the end of each year;

Rim Repair and Refurbishment Turn Around Times

Wheel Collision™ Club Membership, strive to service all Members in the shortest possible time and cannot be held liable for damage that extends beyond the specifications from the date sending the Rim in for repair to the date the service is fulfilled, especially where a custom finish is required.

NOTE: **Estimated** turnaround times for repairs are as follows:

- Wheel Collision™
 - Straightening Only - anything from 15 minutes to 2 hours.
 - Refurbishment (with or without repairs):
 - Normal finishes: 3 – 4 days turn around;
 - Diamond or Hypersilver finishes: 5 – 7 days turn around;
 - Custom finishes: dependent on requirement.
- Tiger Wheel & Tyre with Wheel Collision™ Express Rim Repair Centres
 - Straightening Only: from 15 minutes to 2 hours.
- Tiger Wheel & Tyre or TYRES & MORE® facilitation
 - a) Straightening only: from 4 hours to 1 day.
 - b) Refurbishment add 1 day to detail under Wheel Collision™ above.
 - c) If courier services are used: add 3 to 4 days to (a) and (b) above.

For the network of repair centres. log onto www.wheelcollision.co.za.

Every rim straightened and/or refurbished is X-Rayed to ensure that your safety is not compromised.

6.4. **Cash Back Contribution**

6.4.1. If a damaged Rim cannot be repaired due to safety reasons, you will receive a cash back contribution for each Rim that is not repairable limited to the same number of repairs at the relevant repair intervals as indicated in the Rim Repair Section above.

6.4.2. The maximum cash back contribution payable is as per the table reflected under the Defined Benefits Section above, which is Product Option Specific. All amounts payable is inclusive of VAT.

6.5. **Tyre Rotation**

If the Membership continues uninterrupted, you are entitled to use the tyre rotation benefit annually in arrears for the duration of the Membership.

This service is carried out in accordance with the OEM's recommendations. Tyre rotation helps protect tyres against uneven wear by moving the tyre location on the Vehicle. Most tyres will exhibit some form of wear based on numerous factors including: wheel alignment, kilometres driven, driving style and habits, and tyre location on the Vehicle. Rotating the tyres, may assist with more even wearing therefore helping

to extend the life of the tyres.

6.6. **Wheel Alignment**

If the Membership continues uninterrupted, you are entitled to use the wheel alignment benefit annually in arrears for the duration of the Membership.

Proper alignment affects the lifespan of your tyres, fuel consumption and the overall comfort and safety of your ride. Getting your alignment checked assists with early warning of any suspension problems you may have before they become serious. If you travel regularly, over long distances or under tough road conditions, it is recommended that you check your alignment more frequently.

6.7. **Membership Discount Offers**

As a member you are entitled to the following discounts through:

6.7.1. **Tiger Wheel & Tyre**

6.7.1.1. 20% discount off balancing and wheel alignment.

6.7.1.2. 2.5% additional discount off their products.

6.7.2. **TYRES & MORE®**

6.7.2.1. 20% discount off balancing and wheel alignment.

6.7.2.2. 2.5% additional discount off their products.

6.7.3. **Wheel Collision™**

6.7.3.1. 30% discount off the full refurbishment of your rims.

7. **How to Utilise the Service Benefits**

The date of incident shall be the date on which the damage occurs and must fall within the period of the Membership.

7.1. The Member must go to the closest Wheel Collision™ Centre (**WCC**), Tiger Wheel & Tyre (**TW&T**) or TYRES AND MORE® (**T&M**) as follows to redeem benefits:

Benefit		Where to go
Puncture Repair		TW&T, T&M
Rim Repair		WCC, TW&T, T&M
Benefit		Where to go
Tyre Rotation		WCC, TW&T, T&M
Wheel Alignment		TW&T, T&M
Membership Discounts	Wheel Collision™	WCC, TW&T, T&M
	Tiger Wheel & Tyre	TW&T
	TYRES AND MORE®	T&M

7.2. Provide them with your vehicle's registration number or cell phone number, which is required to register the benefit;

7.3. Once the membership is validated see point 7.5 with the Wheel Collision™ Club Membership the benefit will be authorised.

7.4. On authorisation of the benefit the authorised repairer will complete the service you are redeeming.

7.5. **Validation of Membership**

When a Member calls us, they will be asked to verify certain personal information to establish their identity as a Member. Specifically, we have implemented various policies and measures to ensure that our interactions are with Members or those authorised by a Member in terms of the benefits provided under the Membership – and not with others pretending to be the Member or claiming a right to access the Members information or benefits. Unless we can verify the caller's identity through these methods, our

policy is not to release any Membership specific information over the phone. We can, however, provide generic help (e.g., troubleshooting or information about our product and service offerings) without verification.

In terms of redeeming any Benefit, we will, prior to authorising the Benefit, validate the Member's details and applicable benefits.

7.5.1. If we are unable to validate active Members, all costs related to the requested Benefit will be for the Members account, subject to:

7.5.1.1. the Member agreeing to pay the costs; and

7.5.1.2. re-imburement to the Member if we can validate the Membership after the Benefit has been redeemed.

GENERAL TERMS AND CONDITIONS

8. Application and Agreement

8.1. Your application will be considered on the information that you provide to us. All information provided to us must be complete and correct. Any Application is subject to the administrator's approval conditions. We have the option to decline your application at any time.

8.2. You must have the required legal capacity to enter into and be bound by this Agreement. We may require proof of identification.

8.3. Should we elect to accept your application, the fact that we have entered into an agreement with you now, does not mean that we will do so in the future. We have the right to refuse to enter into any further agreements with you as well as the right to cancel the Membership, at any time.

8.4. In the event of us not accepting an Application a full refund will be provided as detailed in Section 11 below.

9. Activation of Membership

9.1. The Membership will start on the date of activation of your Application.

10. Payment for Membership

The Fee is payable in advance at the start of Membership. Payment to us for the Membership Fee is done via a debit order or other direct debit facility and you give permission to us or our appointed agent, the Approved Dealer to deduct fees from as specified by you.

Where the Approved Dealer collects Membership Fees, the Approved Dealer will pay the Membership Fee over to us.

10.1. Incorrect Calculations of Fees

If the Fees paid to us are incorrectly calculated, in other words you pay less than you should for the Benefits:

10.1.1. We will inform you of the shortfall in writing; and

10.1.2. The error may be corrected and subject to payment of the shortfall, the Benefits under this Membership will be maintained; or

10.1.3. If the shortfall is not paid to us within 30 days of the demand our responsibility to provide the Benefits will be reduced by the ratio which the shortfall in Fees bears to the total Fees due for such Benefits.

10.2. Renewal

10.2.1. If you do not terminate the Membership and you do not renew the Membership for another fixed term, then the Membership will continue automatically on a month to month basis subject to payment being received for membership fees, on the new terms contained in our notice to you. You may cancel at any time before the end of the relevant month.

10.2.2. Renewal of the Membership is subject to approval of the Administrator, and you will be accordingly notified of such as required under the Consumer Protection Act.

10.3. Non-Payment of Fees

We reserve the right to cancel this Membership back to the date that Membership Fees due fell into arrears.

11. Expiry, Cancellation and Cancellation Charges

The Membership, subject to the further provisions of this Agreement, will continue until the end date as detailed below. We shall provide you with notice, as required under the Consumer Protection Act:

11.1. For any material changes that would apply beyond the end of the Initial Membership Period to the Agreement you will be provided with 30 days' notice prior to these changes being implemented (for example increases in fees or changes to the Benefits).

11.2. Should you wish to cancel this Agreement at the end of the Initial Membership Period you can do so at any time by giving us 20 business days' notice of the cancellation in writing or in any other recorded manner and form, no later than the end of the relevant month.

Remember that the debit orders are run at the beginning of each month. Therefore, unless you cancel before the 20th of the month, it will not be possible to prevent the subsequent debit order from being affected at the beginning of the next month. If your intermediary runs the debit order their rules may vary please ensure you are familiar with their rules.

11.3. Any refunds (irrespective of the reason for the cancellation of this Membership) will be calculated by considering the total amount of the Membership Fee and the total amounts paid out by us in terms of this Agreement. Commissions and administration fees will be deducted. Where this is allowed by the Consumer Protection Act, you will also be required to pay a reasonable cancellation penalty, which will be calculated considering the applicable requirements and factors which may be prescribed by law.

11.4. ***We will not refund you if you have claimed any benefit under the membership so that you have depleted your entitlement to any benefit. All cancellation requests must be made in writing and you must receive a confirmation of cancellation before any refunds will be processed.***

11.5. No further Benefits under this Membership will be redeemable after:

11.5.1. You have redeemed all benefits as applicable to your specific Membership described in point 1.6;

11.5.2. The End Date.

11.6. Additional Applicable Charges:

11.6.1. It is possible that if your Membership is cancelled, you may "owe" WCCM money in respect of advance usage of your Membership benefits (e.g. if you cancel your membership during the period and have already used the full benefits);

11.6.2. 2% interest on the outstanding monthly amount from due date until the date that you make payment.

11.7. **Legal and Collection Fees:** If we take any legal steps relating to this Agreement, including to collect amounts owing by you to us, you will also be liable for legal costs on the scale as between attorney and own client and/or any collection costs incurred by us while trying to collect the amounts from you:

11.7.1. A certificate by any manager of ours certifying the amount of any of the charges owing by you to us, will be prima facie proof of its contents and sufficient proof for us to obtain any judgment or court order against you. We will give you 20 (twenty) business days' notice of our intention to submit to a credit bureau any adverse information relating to the payment of your account or any classifications related to enforcement action taken by us.

11.7.2. You will have to pay cancellation charges and legal and collection fees to us within 14 days of written demand from us.

12. Amendments (changes to the Agreement)

- 12.1. To be valid and binding, and unless any amendment is effected in accordance with the Agreement, not provided for herein, to this Agreement must either be:
 - 12.1.1. recorded by us telephonically; or
 - 12.1.2. must be made in writingand thereafter be verified by us in writing.
- 12.2. We may however at any time amend or replace these terms and conditions of this Agreement and if we do so, it does not mean a novation of the Agreement (meaning that a new Agreement does not automatically come into place).
- 12.3. Each undertaking and clause as contained herein shall be capable of independent enforcement, thus enabling any court or other competent tribunal to enforce the remainder of this Agreement should it adjudge any undertaking or portion or clause thereof to be invalid.

13. Discrepancies

Should any discrepancies arise between this Agreement and any literature received relating to the Membership by you, the definitions, conditions, exclusions, cancellations, the Application and any changes of this Agreement will govern in all cases.

14. Personal and Confidential Information

We will monitor and record all phone calls and other interactions with you. We will keep your personal information for only if we need to or must by law and the purpose for which we record your personal and confidential information is set out in this clause.

- 14.1. In this Agreement, personal information means
 - 14.1.1. information you give us or that we already hold about you include any phone number from which you call us, which we may record;
 - 14.1.2. information about any account or policy which you hold with or through us; and
 - 14.1.3. information we receive from anyone who is allowed to give us information about you pursuant to or in relation to your Application, or Membership.
- 14.2. You agree and consent that we may process, record or disclose your personal information, including details of your Membership including redeeming of the Benefits:
 - 14.2.1. to verify information provided by you against other legitimate sources or databases;
 - 14.2.2. to manage your Membership, and make decisions on questions about any Application, Agreement or correspondence which you may have with us;
 - 14.2.3. to carry out, monitor and analyse our business;
 - 14.2.4. to contact you by post, by phone, by e-mail, by sms or other electronic means or in any other way about other products and services which we consider may interest you, unless you tell us that you would prefer not to receive such offers; and
 - 14.2.5. to comply with any laws or regulations
 - 14.2.6. for the purposes of disclosure of private underwriting and benefit redemption information.
- 14.3. You agree and consent that we may disclose your personal information to:
 - 14.3.1. any person working for us;
 - 14.3.2. any organisation which underwrites or supports any of our products which you hold;
 - 14.3.3. any guarantor (eg: bank) of your obligations under this Agreement;
 - 14.3.4. any payment system under or through which your Membership is paid;
 - 14.3.5. any person to whom we transfer any of our rights or obligation under this Agreement;
 - 14.3.6. any businesses or company including any direct marketing companies or businesses with whom we

interact to supply to you, or provide to you or market to you any product or service that we believe you may be interested in;

14.3.7. any third-party debt collection agency or attorney appointed to collect any monies you owe us; and

14.3.8. anyone you authorise us to give personal information to;

to the extent lawful we may transfer, license or otherwise authorise the use of any of your personal data and information.

15. Events Beyond our Control and Indemnity

You waive any rights including taking legal action for any loss, damage, cost or expenses and liabilities which you or a third party may suffer or may have against us relating to:

15.1. **Anything outside of our reasonable control (for example, a failure of computer systems, or power failures which happen for reasons outside our reasonable control) or any industrial action, or political unrest, war, if this prevents us from providing our usual service;**

15.2. **Any service provided by Approved Dealers;**

15.3. **The provision of information by or to us in terms of this Agreement, except to the extent that we acted with gross negligence or fraudulent intent.**

16. Rights

16.1. Nothing contained herein shall give any rights against us to any person other than the owner of this Membership as detailed on the Application.

16.2. You have the right to resolve a complaint by way of alternative dispute resolution.

16.3. We may cede, assign or transfer any of our rights or obligations under this Agreement or arrange for any other person to carry out any of our rights or obligations under this Agreement without your consent and without notice to you.

17. Taxes

All fees payable are inclusive of all taxes at the current ruling rate.

18. Transfer of the Wheel Collision™ Club Membership

The Membership is transferable on Memberships where a term fee has been paid in advance and on approval from the Administrator under the following conditions:

18.1. The Membership is transferable to a new vehicle should the vehicle for which the Membership was issued be written-off or stolen. The remainder of the contract will be transferred to the replacement vehicle, subject to the terms and conditions of this the Agreement.

18.2. The Membership agreement is vehicle specific and may be transferred to the new owner if sold.

18.3. All transfer requests must be submitted in writing and signed by you to club@wheelcollision.co.za detailing the reason for the request and the changes that would need to be implemented if approved.

18.4. A transfer administration fee is applicable.

19. Waiver

If for any reason or purpose we do not immediately enforce or implement any of our rights in terms of the Agreement, it does not mean that we have given up or waived any of those rights.

If we cannot enforce any term or condition under the Agreement, it will not affect any of the other terms or conditions in this Agreement except when the whole Agreement is void, which will result in restitution.

DISCLOSURES AND IMPORTANT INFORMATION

Product Owner

Wheel Collision™ (Pty) Ltd

Registration Number: 2017/373244/07

Vat Number: 4530279266

Physical Address: Unit 1, 3 Ayshire Ave, Long Meadow Business Estate, Edenvale, 1610

Postal Address: P O Box 3057, Edenvale, 1610.

Tel: 0861 1 94355 / 0861 1 WHEEL

Fax: 011 308 3380

Website: www.wheelcollision.co.za

Find us on the following social media platforms:

Facebook: @wheel.collision Instagram: wheel_collision Twitter: wheel_collision

Disclosures by Intermediaries

The authorised dealer, representative or 3rd party supplier dealing with you must at the earliest reasonable opportunity disclose information to you as required by law which includes the disclosure of commission or fees they earn or charge in relation to this product.

Complaints

If you have a complaint about the service you received, please contact:

Wheel Collision™ Club Membership,

Postal Address: P O Box 3057, Edenvale, 1610.

Attention: WCCM Customer Care

Fax: 086 631 4162 or email: club@wheelcollision.co.za

General

- Do Not sign blank or uncompleted forms
- Complete all forms in ink.
- Keep all documents handed to you.
- Make notes as to what is said to you.
- Don't be pressurised to buy the product.
- Incorrect or non-disclosure by you may impact redemption of Benefits of your Membership or result in cancellation of the Membership.

Queries

If you need advice on any aspect of your Membership, procedure to redeem Benefits or your responsibility to pay Fees, please call 0861 194 335 / 0861 1WHEEL or email club@wheelcollision.co.za with the query. Email queries will be responded to within 2 business days. If the query is urgent, please contact the call centre.

Please note that the call centre operates from Monday to Friday, (excluding public holidays) from 08:00 to 17:00.