The following terms, conditions and exclusions shall govern the provision of the Servest Secure Emergency (“Service”) in terms of (“The Agreement”) between Servest Secure and (“Subscribing Members”). Subscribing member is deemed to include the subscriber and immediate family. These terms and conditions shall be read with and deemed to be incorporated in (“The Service Level Agreement”) that Servest Secure has with its service providers, which shall apply hereto mutatis mutandis:

1. Only validated subscribers are eligible for the Service. Valid subscribers are Subscribing Members of the Servest Secure service whose subscription fees are paid up to date.
2. The sole purpose of the Service is to minimize the risk upon arrival at the scene of injury to and/or attack of subscribing Members and other occupants of such member’s vehicle or home when there is a possible home invasion.
3. The response time is no longer than 30 minutes in all Urban and suburban areas of the major cities of South Africa inclusive of the Vaal Triangle, with an  average of 15minutes. Arrival times vary based on proximity of incident to the nearest response unit and other extraneous factors like traffic conditions.
4. The service response time in rural areas cannot be guaranteed and is done on a best effort basis. Arrival times vary based on proximity of incident to the nearest response unit and other extraneous factors like traffic conditions.
5. The Service can only be requested by any subscriber who feels his life is at risk, whether on the road or at home.
6. In order to obtain the Service, the Subscribing Member must download and activate the Servest Secure application from the app or play store.
7. In case of an emergency the Subscribing Member can only activate the Service by logging in to the Servest Secure App on his/her mobile device and pressing the thumbprint Icon.
8. The Service should only be used in conjunction with roadside assistance. In the event of Roadside assistance not being in place, our armed response on site protection time will be limited to 2 hours, thereafter Servest Secure at its own discretion will decide to maintain the service or release the guards back to base.
9. Servest Secure will contact SAPS and/or Medical Assistance after they have arrived on the scene if required or based on the assessment done during the first call received from the Subscribing Member they might call for these services on route to the scene after dispatching the Armed Response Team to the scene.
10. Possible delays to respond to a Subscribing Members’ call-out, which are beyond Servest Secure’s control, may be experienced in certain areas due to traffic patterns, weather conditions, peak service demands experienced by Servest Secure or even road closure. To qualify for the Service the Subscribing Member must be present at the incident scene and may also be asked to produce personal identification.
11. The attending response officer will not be permitted to provide the subscribing member any form of roadside or medical assistance.
12. False alarms / non-emergency related matters are considered abuse of services. These instances will be charged to the member at the prevailing per hour rate of R850 per hour or part thereof VAT Inclusive.
13. The subscription period to the Service is a minimum period of one (1) year.
14. Thirty (30) days written notice must be given to Servest Secure to cancel the Service subscription.
15. Subscription fees to the Service are non-refundable.
16. Servest Secure Membership is not transferable and the Subscribing Member shall not be entitled to cede, transfer or assign any of his rights to the Service in terms of these standard conditions. The Subscribing individual Member may not use his/her personal Membership to obtain assistance for a friend, family Member or business associate unless this is a specific benefit of the family subscription.
17. Servest Secure reserves the right to amend these standard conditions at any time with 60 days prior notification, to enable Servest Secure to notify subscribing members, at which time such amendment shall become effective and binding on the Subscribing Member.
18. It is recorded and agreed that the services of Servest Secure cannot guarantee safety or prevention of loss, liability, injury and damage of whatsoever nature and however arising. Accordingly, while Servest Secure and its service providers shall exercise care in rendering the Service, nothing herein contained shall be construed or interpreted in any manner as providing the Subscribing Member or any third party with any guarantee or assurance of safety or prevention against loss, liability, injury or damage of whatsoever nature and howsoever arising.
19. Servest Secure shall not be liable to the Subscribing Member for consequential or direct or indirect damages, nor for any damages incurred by a Subscribing Member in any way associated with the Service, for any loss or damage of whatsoever nature sustained by the Subscribing Member and/or his/her vehicle’s occupants as a result of the failure, for whatsoever reason, by Servest Secure to render the Service in terms of this Agreement timeously or at all or as a result of the manner in which such Service may be rendered by Servest Secure, or from any other cause whatsoever, including negligence, omission and wilful default.
20. Servest Secure makes no warranties of any nature whatsoever nor accepts any responsibility or liability of any nature whatsoever, for any claims, loss or damage of any nature whatsoever arising out of or in connection with the supply of the Service in any way.
21. In the event that Servest Secure does not receive payment for the Service, Servest Secure reserves its rights to immediately cancel the Subscribing Member’s subscription to the Service and will then be entitled to refuse to provide the Service.
22. Servest Secure reserves the right to cancel a Subscribing Members’ Membership, if it becomes apparent that the Subscribing Member is abusing the Service, if the Subscribing Member is using the Service benefits fraudulently, if the Subscribing Members’ record of Service claims warrants such action or in circumstances deemed necessary by the Servest Secure Board of Directors.
23. Subscribing Member is only to use the service as listed during a twelve (12) month period, as listed under Section A & B, described in Annexure “A”. Call-out charges are charged at R850.00 per hour including Vat to a maximum of R10,000 per annum. Once the R10,000 limit per annum has depleted, all call-outs, charges and services will be charged to the Subscribing Member.
24. By subscribing to Servest Secure, and requesting assistance at home, you are giving permission for the armed response team and other emergency service providers to enter the property. The armed response to a home will be with the sole intent of safeguarding the member in the case of a suspected security threat.
25. Where an Ambulance is requested by a subscriber :
    1. Servest Secure will not be liable for any private ambulance charges unless previously arranged by the member or the sponsor in the event of a company membership
    2. State Ambulance will be dispatched on a behalf of a member that does not have medical cover.
26. The Personal Armed Response on-scene protection will be limited up to a maximum of 2 hours, thereafter Servest Securein its own sole discretion will decide to maintain the service or relieved from their duties.
27. If Personal Armed Response is requested in the case of domestic abuse, Servest Secure **r**equires a valid case number from SAPS, to be provided by the member, confirming that charges against the aggressor have been filed. Should the member fail to provide a valid case number, Servest Secure reserves the right to charge the member for any subsequent requests for armed response in the case of domestic abuse, or to refer the matter to the police to respond.
28. The limitation on armed response incidents within the Servest Secure subscription is:

Free Membership : 1 armed responses per year

DUO : collectively, up to 8 armed responses per year

Family Membership : collectively, up to 8 armed responses per year

1. Exclusions : Servest Secure personal armed response services will not intervene or get involved in matters where the member is involved in disorderly conduct, public violence, or assault where the member is the aggressor.  SAPS will intervene in matters such as these.

Examples of situations where you may feel unsafe:

·        Your vehicle has broken down, and you find yourself stranded and exposed in a potentially dangerous area, waiting for the roadside assistance team to arrive;

·        Your vehicle has been hi-jacked, or there is an attempted hi-jacking;

·        You have been involved in a motor vehicle accident and feel unsafe. You would like someone to keep you safe whilst waiting for an approved towing service, and or ambulance service to arrive;

·        You have been threatened with arrest, feel unsafe and need professional witnesses to ensure your personal safety during the ordeal;

·        You are being followed by an unmarked or suspicious vehicle;

·        You become aware of possible intruders trying to gain unlawful entry into your home.