



Welcome to the Wheel Collision™ Club!

One of the many frustration's motorists face on South African roads is the danger of road hazards, which includes the increasing number of potholes. Extreme weather conditions, ageing of road infrastructure, debris and high volumes of load-bearing traffic all contribute to 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** is a unique club; centred on safety, savings and providing its members with access to "Best in Class" service for your vehicle's alloy wheels.

Our State-of-the-Art SABS ISO 9001 and SANS1158 accredited Alloy Wheel Repair facilities meet Original Equipment Manufacturers' (OEM) Rim specifications. Our 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 TYRES & MORE® Stores, is the latest innovative service offering convenience for motorists who have hit a road hazard and can have their alloy wheels repaired "while you wait" without compromising safety. All alloy wheels are repaired according to SABS SANS 1158 and OEM standards.

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



1. Foreword

- 1.1. This document sets out the conditions of Club Membership.
- 1.2. Vehicles that qualify for service benefits under this Membership are Passenger Vehicles, SUV's, mini buses, 4 x 4's, club cabs and double cabs.
- 1.3. **Further to the terms and conditions stated in this Agreement, but subject to a two business-day waiting period following payment, you will be eligible for your subscribed service benefits detailed in this Agreement.**
- 1.4. **The Membership is restricted to the vehicle registration and model as reflected on the original purchase invoice of the alloy wheels that qualify for this promotion and only covers the alloy wheels purchased.**
- 1.5. **A valid cell phone number for the member is required.**
- 1.6. The benefit limits and exclusions are clearly stated in this Agreement.
- 1.7. Any service or part of the services to be carried out in terms of the benefits under this 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 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 how to use the Benefits you have.

2. Defined Benefit

Two complimentary wheel straightening repairs on your new set of qualifying alloy wheels as per point 1.4 above. This benefit can be redeemed at any TYRES & MORE® Store nationwide, or any other approved dealer.

3. Definitions and Interpretation

The following words in this document have the resulting meanings:

Activation date	means	the activation date being the date as per the date on the original invoice of the new set of alloy wheels you purchased from TYRES & MORE®, reflecting your complimentary Wheel Collision™ Club 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;
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 and comply with all relevant laws;</i>
Benefit/s	means	services to which you are entitled by your Membership arranged for you and/or paid for by us in terms of this Membership Agreement;
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 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"> ▪ on expiry of the fixed term option for which we have been paid Fees; ▪ on utilisation of the defined benefits; ▪ we advise you or confirm that your Membership has been cancelled.
Notices	means	all letters, demands and legal processes;
Member	means	the natural person who purchases the set of new alloy wheels in terms of the promotion, for who the detail is provided by TYRES & MORE® to Wheel Collision™ Club Membership for the activation of this Complimentary Membership, 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 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	6 (six) months from date of activation;
Prima Facie	means	a fact or evidence presumed to be true unless it is disproved;
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 as specified on the original invoice of the new set of alloy wheels you purchased from TYRES & MORE®;
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.

3.1. Interpretation of this agreement

In this Agreement, unless inconsistent with the context:

- 3.1.1. The singular includes the plural and vice versa.
- 3.1.2. A natural person includes an artificial person and vice versa, and.
- 3.1.3. Any expression which refers to one gender includes the other gender.
- 3.1.4. 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.
- 3.1.5. Any reference in this Agreement to any other agreement will be to such agreement as amended, supplemented, varied, or replaced from time to time.
- 3.1.6. Headings are for convenience only and do not affect the interpretation of this Agreement.

DEFINED BENEFITS

- 4. What does your Complimentary Membership include?**
 - 4.1. 2 (two) alloy wheel straightening's subject to point 1.4 above
 - 4.2. The straightening of bent and/or buckled alloy wheels, which includes x-raying and may entail welding and machining.
- 5. Membership Claims Waiting Period**
 - 5.1. You will receive an SMS within 2 working days from activation containing your membership number and link to the applicable terms & conditions.
 - 5.2. Should you need to redeem a benefit you will be able to do this on receipt of the SMS.
 - 5.3. The activation date being the date as per the date on the original invoice.
- 6. How to Claim**
 - 6.1. Visit your closest TYRES & MORE® Store, or another approved dealer;
 - 6.2. Provide them with your vehicle's registration number or cell phone number, which is required to register the benefit;
 - 6.3. Once the membership is validated the benefit will be authorised.
- 7. Validation of Membership**
 - 7.1. The approved dealer will validate your membership with Wheel Collision™ Club Membership via their instore authorisation portal.
 - 7.2. Once validated you will receive a One Time Pin via SMS.
 - 7.3. The approved dealer will require the One Time Pin to finalise the redemption of your benefit.
- 8. Alloy Wheel Straightening Turn Around Times**
 - 8.1. Wheel Collision™ Club Membership, strives 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 alloy wheel in for repair to the date the service is fulfilled.
 - 8.2. **Estimated** turnaround times for straightening repairs are as follows:
 - 8.2.1. TYRES & MORE® Store or any other approved dealer that can repair alloy wheels who meets the Compliance Standards;
 - 8.2.1.1. from 15 minutes to 2 hours.
 - 8.2.2. TYRES & MORE® Store or any other approved dealer facilitation i.e. where repairs cannot be carried out on site;
 - 8.2.2.1. Straightening only: from 4 hours to 1 day.
 - 8.2.2.2. If courier services are used: add 3 to 4 days to 8.2.2.1above.

Every alloy wheel straightened is X-Rayed to ensure that your safety is not compromised

 - 8.3. For the network of approved repair centres. Log onto www.wheelcollision.co.za.
- 9. What is NOT covered by this Membership?**
 - 9.1. Any stripping, repainting, polishing or restoring to factory finish.
 - 9.2. Any irreparable damage.
 - 9.3. This Membership is not transferable.
- 10. 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.

GENERAL TERMS AND CONDITIONS

11. Application and Agreement

- 11.1. 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.
- 11.2. You must have the required legal capacity to enter into and be bound by this Agreement. We may require proof of identification.
- 11.3. 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.

12. 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:

- 12.1. No further Benefits under this Membership will be redeemable after the End Date.

13. Amendments (changes to the Agreement)

- 13.1. 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:
 - 13.1.1. recorded by us telephonically; or
 - 13.1.2. must be made in writingand thereafter be verified by us in writing.
- 13.2. 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).
- 13.3. 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.

14. 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.

15. 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.

- 15.1. In this Agreement, personal information means
 - 15.1.1. information you give us or that we already hold about you include any phone number from which you call us, which we may record;
 - 15.1.2. information about any account or policy which you hold with or through us; and
 - 15.1.3. information we receive from anyone who may give us information about you pursuant to or in relation to your Application, or Membership.
- 15.2. You agree and consent that we may process, record or disclose your personal information, including details of your Membership including redeeming of the Benefits:
 - 15.2.1. to verify information provided by you against other legitimate sources or databases;
 - 15.2.2. to manage your Membership, and make decisions on questions about any Application, Agreement or correspondence which you may have with us;

- 15.2.3. to carry out, monitor and analyse our business;
 - 15.2.4. 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
 - 15.2.5. to comply with any laws or regulations
 - 15.2.6. for the purposes of disclosure of private underwriting and benefit redemption information.
- 15.3. You agree and consent that we may disclose your personal information to:
- 15.3.1. any person working for us;
 - 15.3.2. any organisation which underwrites or supports any of our products which you hold;
 - 15.3.3. any guarantor (eg: bank) of your obligations under this Agreement;
 - 15.3.4. any payment system under or through which your Membership is paid;
 - 15.3.5. any person to whom we transfer any of our rights or obligation under this Agreement;
 - 15.3.6. 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;
 - 15.3.7. any third-party debt collection agency or attorney appointed to collect any monies you owe us; and
 - 15.3.8. 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.

16. 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:

- 16.1. **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;**
- 16.2. **Any service provided by approved dealers;**
- 16.3. **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.**

17. Rights

- 17.1. Nothing contained herein shall give any rights against us to any person other than the owner of this Membership as detailed on the Application.
- 17.2. You have the right to resolve a complaint by way of alternative dispute resolution.
- 17.3. 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.

18. 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 approved 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 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.