

## **TERMS AND CONDITIONS**

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The acceptance of our quotation and the subsequent booking will be regarded as an acceptance of our terms and conditions.

### **1. DEFINITIONS**

Service provider	-	Grundling Busse (Pty) Ltd
Client or Hirer	-	Any third party requesting a quotation or service
BCEA	-	Basic Conditions of Employment Act
MCTA	-	Motor Carrier Transportation Act
TALA	-	Tourism Act and Labour Act
Quotation	-	Official all-inclusive quote on the letterhead of the service provider

### **2. AVAILABILITY AND RESERVATIONS**

- 2.1. All quotations are made subject to a transport vehicle of the type and specifications (capacity mentioned herein) being available on the date required at the time of acceptance. It is, therefore, in the interest of the Client to confirm the acceptance with the least possible delay.
- 2.2. Formal bookings and confirmation of service will only be processed after the signed receipt of official order from the client.

### **3. CANCELLATION POLICY**

- 3.1. Cancellation may only take place by mutual agreement between the service provider and the client at the discretion of the service provider.
- 3.2. The service provider has the right to levy a 50% cancellation fee if the order or accepted quote is cancelled by the client within 6 days prior to the departure date.

### **4. COMPLIANCE WITH LAW AND INSTRUCTIONS GIVEN BY DRIVER**

- 4.1. The client undertakes to observe any regulations of the MCTA, TALA and BCEA of the republic of South Africa, as amended from time to time, or of similar and appropriate laws of any country or countries in which the vehicle may travel during the period of hire.
- 4.2. The Client undertakes to ensure that passengers will obey any lawful instruction given by the driver of the vehicle, as far as it relates to the safety of the passengers and the vehicles concerned.
- 4.3. The client further undertakes to ensure that the driver, approved by the service provider, shall drive the vehicle at all times and that no passenger shall drive or attempt to drive the vehicle, obstruct or impair the driver of any authorized person in the course of his duty.
- 4.4. The client, furthermore, undertakes to ensure compliance with the working hours and rest intervals of the driver, as set out by the Wage Determination Act 452 and BCEA.
- 4.5. Quotations given do not make provision for driver's meals and accommodation (where applicable), unless specified on the quotation. The client will be responsible to arrange for accommodation and meals for the drivers, unless specified otherwise.

### **5. TOUR GUIDES**

The Tourism Second Amendment Act, Act 70 of 2000, prohibits driver guiding as follows:

- 5.1. No tourist guide may drive a vehicle with a carrying capacity of more than 10 persons and at the same time act as a tourist guide;
- 5.2. No person, company or close corporation employing a tourist guide may allow that tourist guide to drive a vehicle in contravention of subsection (4);

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**6. COACH RULES AND REGULATIONS**

It is the responsibility of the coach or bus driver to enforce the rules and regulations in this section, and the client shall ensure that all the passengers adhere to these rules. The following rules are for the benefit of the passengers to ensure their comfort and safety:

- 6.1. Smoking is not allowed on buses/coaches.
- 6.2. The use of alcohol is not allowed on buses/coaches.
- 6.3. Seating and standing
  - The client will not permit the carrying of more passengers and/or luggage than the authorized carrying capacity of the vehicle, and will not allow any passenger to sit anywhere in or on the vehicle except in the passenger seat provided.
  - Passengers are requested to wear the safety belts where fitted.
- 6.4. Unauthorized passengers are not allowed on the bus/coach during the tour.
- 6.5. Air vents and air conditioners are to be operated according to specifications.
- 6.6. No heavy or sharp objects are to be stored in the overhead parcel racks.
- 6.7. Passenger's feet are not allowed on the seats and dashboard.
- 6.8. No objects are allowed to be placed against the side or on top of the vehicle.
- 6.9. Passengers are not to leave any personal belongings in the bus/coach and the service provider will not accept liability for any loss of personal belongings of any nature.
- 6.10. Passengers are not allowed to board or disembark the bus/coach whilst it is in motion.
- 6.11. Passenger's movement while in motion should be limited to emergencies only.
- 6.12. No additional kilometres will be operated other than those specified in the official itinerary except by prior approval from the management of the service provider.
- 6.13. Keep the bus/coach clean at all times by using the litterbags provided. Passengers will be held responsible for the cleanliness of the bus/coach.
- 6.14. Passengers to be made aware of procedures during emergencies and take note of emergency exits, the placement of the fire extinguisher and the first aid kit, the proper embarking and disembarking of passengers with specific attention to immediate terrain surrounding animals and immediate traffic.

**7. DAMAGE CAUSED TO VEHICLE**

The Client will be responsible for any loss or damage caused to the vehicle, its fittings, or equipment by the negligence or misconduct of any passenger.

**8. PASSENGER LUGGAGE AND PERSONAL EFFECTS**

- 8.1. Baggage and personal belongings are carried entirely at owners' risk. The service provider shall not be liable for any loss or damage to luggage or personal belongings, under any circumstances.
- 8.2. Passengers shall, under no circumstances, carry with them on the bus/coach or on any trailer attached thereto weapons, explosives or items that are, in the sole opinion of the service provider, its employees, or officials, dangerous or hazardous or of such nature as is likely to cause offence or injury to other passengers or damage to their property.

**9. RIGHT TO SUB-CONTRACT**

- 9.1. The service provider reserves the right to substitute a vehicle in case of an emergency or by choice, by sub-contract and when this right is exercised, the substitute vehicle will, as far as circumstances permit, compare equally with the service provider's own vehicle in comfort and reliability.
- 9.2. If the service provider does not acquire such vehicles, it remains the client's right to obtain a vehicle which conforms to his own standard, and for his own cost.
- 9.3. In this event, the client is entitled to a refund of any monies paid to the service provider from the point where the sub-hired vehicle takes over the trip.
- 9.4. In the event of the service provider sub-contracting a vehicle, it is agreed between the parties that the owner and driver of the substituted vehicle shall act independently as an independent contractor, not subject to the control of the service provider.
- 9.5. It shall be deemed that the client and the owner of the substituted vehicle will enter into a contract of hire and carriage amongst themselves, and the client indemnifies the service provider against any

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claim for damage or otherwise, whatsoever, resulting from driving the substituted vehicle specifically the reckless and/or negligent driving thereof.

**10. QUOTATIONS AND PAYMENT TERMS**

- 10.1. Quotations are subject to availability of coaches and valid for 30 days from date of request.
- 10.2. Quotations include the services of a professional driver, diesel, toll fees (only within South Africa) and passenger liability insurance.
- 10.3. All payments for service to be rendered must be paid in full by the client, prior to departure or before the commencement of any services which have been booked and confirmed (unless credit facilities are agreed upon).
- 10.4. Prices based on outsourced third party contractors may vary in the event of changes and any changes and or increases will be passed on to the client.
- 10.5. All quotations include the payments for toll fare charges but exclude any vehicle entrance fees (unless stated otherwise in quotation).
- 10.6. Prices are subject to statutory increases.
- 10.7. Fuel levies may be added should fuel price increase unexpectedly. Fuel levies will fluctuate with diesel price.

**11. RIGHT TO DECLINE**

- 11.1. The service provider reserves the right to decline, execute, or complete any contract, should any of the conditions set out in this document not be strictly adhered to.
- 11.2. These rights, when exercised by the service provider, shall be without prejudice to its rights to claim damages or other relief from the client.

**12. SEATING CAPACITY**

The client will not permit the carrying of more passengers than the authorized number of seats in the vehicle, and will not allow any passenger to sit anywhere in or on the vehicle except in the passenger seat provided.

**13. TIMEKEEPING AND TOUR AMENDMENTS**

- 13.1. The service provider will make every reasonable effort to conform to the proposed timetable.
- 13.2. The service provider do not undertake to commence or to complete the journey at any specified time, and shall not be liable in any way, whatsoever, for any total or partial failure to perform the contract by reason of any mechanical, other defects such as:
  - Breakdowns;
  - Accidents;
  - strikes or lockouts;
  - fires;
  - Acts of God;or for any claims, damages or expenses arising from defects or failure as aforesaid, or any delays in starting, transit, arrival or return of any vehicles.
- 13.3. The Client will secure a detailed itinerary highlighting all departure and arrival times, venues on route departure and arrival times, to ensure punctuality thereof.
- 13.4. Sufficient time must be made available for co-ordination with other modes of transport on arrival times at destinations and venues.
- 13.5. The client indemnifies the service provider from any claims, which may arise from stopping at venues and altering the departure times not agreed upon, prior or during the journey, as per the official itinerary.
- 13.6. Should the fulfilment of any journey be rendered impossible, illegal or in the opinion of the service provider inadvisable for any reasonable cause, the service provider may at any time cancel such journey or the remainder thereof or make any alteration in the route, accommodation, price or other details thereof that the service provider may think fit

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**14. INDEMNITY AND JURISDICTION**

- 14.1. This Agreement is governed by South African Law and subject to South African jurisdiction.
- 14.2. The service provider will under no circumstances be liable for any indirect and/or consequential loss or damages, unless such loss or damages were caused by negligence on the part of the service provider.
- 14.3. The service provider shall not be responsible for the resulting consequences of any delays, which are beyond the service provider's reasonable control and occurring without its fault or negligence.
- 14.4. The service provider accepts no responsibility for loss or damage to luggage or personal property from whatsoever causes arising, unless such loss or damages was caused due to the negligence of the service provider.
- 14.5. The provisions of this clause are stipulated for the benefit of the service provider, its servants, agents, nominees, and sub-contractors who are exempted accordingly.
- 14.6. This document replaces and supersedes any previous terms and conditions.