



## **TERMS AND CONDITIONS OF CARRIAGE**

These conditions apply whether a contract has been made verbally or in writing.

The hirer acts on behalf of all the passengers travelling on the vehicles. If the hirer is a company, group, or partnership, an individual must be named as a responsible person. The hirer is responsible for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party.

If the hirer is not going to travel with the party, a representative must be chosen, and Protours Coach Charter (Pty) Ltd informed prior to the hire taking place. Protours Coach Charter (Pty) Ltd will only accept instructions from the hirer or their nominated representative.

### **1. AVAILABILITY AND RESERVATIONS**

**1.1** All quotations are made subject to a vehicle of the type and specifications (capacity mentioned herein) being available on the date required at the time of acceptance. Quotation only valid for 14 days, unless otherwise notified. It is, therefore, in the interest of the Hirer to confirm the acceptance with the least possible delay.

**1.2** Prices based on the services of outside contractors may vary in the event of change in direct charges to Protours. Any increase in charges will be passed on to the Hirer.

**1.3** Quotations and bookings made for periods greater than one calendar month in the future may be subject to a fuel surcharge if the cost of fuel significantly increases. The company will inform the hirer of any additional charge at its earliest convenience.

**1.4** Confirmation of services will only be processed and confirmed by Protours once an acceptance of an official order, voucher or payment for the requested service, in return from the Hirer, is received.

### **2. PAYMENT**

All payments for services to be rendered by Protours, must be paid in full by the Hirer before the commencement of the services booked and confirmed (unless credit facilities are agreed upon in which case the agreed credit terms and conditions would be applicable).

### 3. CANCELLATION POLICY

This agreement cannot be cancelled except by mutual agreement between Protours and the Hirer. Protours shall be at liberty in its discretion to charge the hiring charge of a cancellation fee or any percentage thereof at:

20% of the tariff	Within two weeks (14 days) prior to the departure date
50% of the tariff	Within one week (7 Days) prior to the departure date
100% of the tariff	Within 24 hours prior to the departure date or should the coach have been dispatched for a service already.

If any additional items have already been purchased by Protours Coach Charter (Pty) Ltd at the request of the hirer, e.g. permits, accommodation, meals, parking, tickets, etc. the cost will be charged to the hirer, plus any administration charges incurred by the company.

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

The Hirer undertakes to observe any regulations of the Motor Carrier Transportation Act, Tourism Act and Labour Act (BCEA) of the Republic of South Africa, as amended from time to time, or of similar and appropriate laws of any other country or countries in which the vehicle may travel during the period of hire. The Hirer undertakes to ensure that the passengers will obey any lawful instruction given by the driver of the vehicle, in so far as it relates to the safety of the passengers and the vehicles concerned. The Hirer further undertakes to ensure that the driver, approved by Protours, shall drive the vehicle at all times and that no passenger shall drive or attempt to drive the vehicles, obstruct or impair the driver or any authorised person in the course of his duty. The Hirer, furthermore, undertakes to ensure that the working hours of the driver, as set out hereunder, are adhered to.

#### 4.1 Working Hours and Rest Intervals

Working hours of drivers are set out according to the Wage determination act 452 and Basic conditions of employment act (BCEA).

#### 4.2 Drivers accommodation and meals

Quotations given do not make provision for driver's meals and accommodation (where applicable), unless specified on the quotation. Rest intervals for drivers are essential towards passenger safety and clients are requested to provide single accommodation facilities accordingly.

### 5. TOUR GUIDES

The Tourism Second Amendment Act, 2000 (ACT no. 70 of 2000), with 01 October 2001 determined as the date on which the said Act shall come into operation, prohibits driver guiding as follows:

- (4) 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) No person, company or close corporation employing a tourist guide may allow that tourist guide to drive a vehicle in contravention of subsection (4);

## **6. COACH RULES AND REGULATIONS**

A Coach Driver shall at all times be responsible for adherence to the following rules and regulations, and the Hirer shall ensure that the rules and regulations are adhered to. These rules are there for every passenger travelling on the coach to ensure their comfort and safety

**6.1** Smoking is strictly prohibited on all Protours coaches, Protours reserves the right to terminate the hire if this condition is not adhered to.

**6.2** The drinking of red wine and the drinking/eating of any dairy products is not allowed on coaches, Protours reserves the right to terminate the hire if this condition is not adhered to.

**6.3** The Company also reserves the right to refuse travel by any passenger whom the driver considers to be heavily under the influence of alcohol or drugs.

**6.4** Seating and standing.

- The Hirer will not permit the carrying of more passengers and/or luggage than the authorised 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.
- The single seat in the front of the bus is for crew only.

**6.5** No unauthorised passengers are allowed on the coach during the service.

**6.6** Air vents and air conditioners are to be operated according to specifications.

**6.7** No heavy or sharp objects are to be stored in the overhead parcel racks.

**6.8** No feet are allowed to be placed on the seats and dashboard.

**6.9** No objects are allowed to be placed against the outside of the coach.

**6.10** Passengers are not to leave any personal belongings in the coach and Protours will not accept liability for any loss of personal belongings of any nature.

**6.11** No passenger is allowed to board or disembark the coach whilst it is in motion and movement while in motion should be limited to emergencies only.

**6.12** No vehicle is authorised to travel on gravel or dirt roads unless proper prior authorisation has been given in writing to the driver by Protours.

**6.13** No additional kilometres will be operated other than those specified in the official itinerary or unless Protours' Management has given proper prior authorisation in writing to the driver.

**6.14** Keep the coach clean at all times in using the litter bags provided. Passengers will be held responsible for the cleanliness of the coach.

**6.15** 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. COACH PARKING**

Coach parking, unless stated, is not included in the price of hire. Any charge payable for the parking or waiting of the vehicle, whilst undertaking the hire, is the sole responsibility of the hirer. This must be paid for in full on booking or on the day, as circumstances permit.

## **8. PASSENGER LUGGAGE AND PERSONAL EFFECTS**

**8.1** Baggage and personal belongings are carried entirely at owners' risk. Protours shall not be liable for any loss or damage to luggage or personal belongings carried within the luggage or passenger area, under any circumstances.

**8.2** Passengers shall, under no circumstances, carry with them on the Coach or on any trailer attached thereto weapons, explosives or items which are, in the sole opinion of Protours, 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. COMMISSION, TIPS AND SALE OF SOFT DRINKS**

Protours dissociates itself from the involvement in payment of commission and tips to Tour Coach Drivers and that such action should not become a problem to Protours. The sale of soft drinks, whilst on tour, is left to the discretion of the Tour Coach Driver.

## **10. DAMAGE CAUSED TO VEHICLE**

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

## **11. PROTOUR'S RIGHT TO DECLINE**

Protours reserves the right to decline, to execute or to complete any contract, should the above conditions not be strictly complied with. Such rights, when exercised by Protours, shall be without prejudice to its rights to claim damages or other relief from the Hirer.

## **12. PROTOURS' RIGHT TO SUB-CONTRACT**

Protours reserves the right to sub-contract in case of an emergency or by choice, and when this right is exercised, the substitute vehicle will, as far as circumstances permit, compare equally with Protours' own vehicle in comfort and reliability. If Protours does not acquire such vehicles, it remains the Hirer's right to obtain a vehicle, which conforms to his own standard, and for his own cost. In this event the Hirer is entitled to a refund of any monies paid to Protours from the point where the sub-hired vehicle takes over the trip. In the event of Protours 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 Protours.

It shall be deemed that the Hirer and the owner of the substituted vehicle will enter into a contract of hire and carriage amongst themselves, and the Hirer indemnifies Protours against any claim for damage or otherwise, whatsoever, resulting from the driving of the substituted vehicle specifically the reckless and/or negligent driving thereof. The provisions of Clause 1.5 shall mutatis mutandis be applicable to this clause.

### **13. SEATING CAPACITY**

The Hirer will not permit the carrying of more passengers than the authorised 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.

### **14. TIMEKEEPING AND TOUR AMENDMENTS**

Protours Coach Charter (Pty) Ltd reserves the right to levy additional charges for further mileage or time to that agreed. The vehicle will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all passengers at those times. Protours Coach Charter (Pty) Ltd will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hirer.

Whilst every effort will be made to avoid known holdups, Protours Coach Charter (Pty) Ltd will not accept any liability for the consequences of delays to journey times as a result of road closures, traffic conditions, breakdown, weather or third party services.

**14.1** Protours will make every reasonable effort to conform to the proposed timetable. It does 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 or other defects, breakdown, accident or any other causes including any strike or lockout, fire or act 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.

**14.2** The Hirer will secure a detailed itinerary highlighting all departure and arrival times, venues on route departure and arrival times, to ensure punctuality thereof. Sufficient time must be made available for co-ordination with other modes of transport on arrival times at destinations and venues. The Hirer indemnifies Protours 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. Should the fulfilment of any journey be rendered impossible, illegal or in the opinion of Protours inadvisable for any reasonable cause, Protours 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 Protours may think fit, or change drivers and/or vehicles en route or use public transportation to convey passengers.

### **15. TOLL AND FARE DUTIES**

The quotation does include the payments for toll fare charges but exclude any vehicle entrance fees.

## **16. INDEMNITY**

### **16.1 Jurisdiction**

This Agreement is governed by South African Law and subject to South African jurisdiction.

**16.2** Protours will under no circumstances be liable for any indirect and/or consequential loss or damages, unless such loss or damages was caused due to the negligence of Protours. The liability of Protours in the aforementioned circumstances will be limited to the invoice price.

**16.2.1** Protours shall not be responsible for the consequences of any delays caused due to causes beyond Protours' reasonable control and occurring without its fault or negligence.

**16.2.2** Protours 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 Protours.

**16.3** The provisions of this clause are stipulated for the benefit of Protours, its servants, agents, nominees and sub-contractors who are exempted accordingly.

**16.4** This document replaces and supersedes any previous conditions of hire and carriage.

### **17. Complaints**

Should you have any problems or complaints, it is essential that you notify the driver immediately. If you then remain of the opinion it has not been dealt with satisfactorily, you should notify our office in writing no later than 7 days after your scheduled return.