

AFRICAN SPIRIT TRAVEL & TOURS

Terms & Conditions

African Spirit Conditions of Hire and Carriage

1. Reservations

- a. This agreement is made subject to a vehicle being requested by a hirer for a specific date required at the time of acceptance. It is, therefore, in the interest of the Hirer to confirm the acceptance with the least possible delay.
- b. Quotations are always in South African Rand and are valid up to 7 days.
- c. In the case of outside contractors being used, prices based on the services of outside contractors may vary in the event of change in direct charges to African Spirit Travel & Tours.
- d. An acceptance of the quotation will be regarded as an acceptance on African Spirit Travel & Tours conditions of Hire.
- e. Confirmation of services will only be processed and confirmed by African Spirit Travel & Tours once an acceptance of an official order, voucher or payment for the requested service, in return from the Hirer, is received.
- f. This agreement will be deemed as final confirmation if sent by email and payment was received even though agreement was not signed.

2. Cancellation Policy

This agreement cannot be cancelled except by mutual written consent between African Spirit Travel & Tours and the Hirer. African Spirit Travel & Tours shall be at liberty in its discretion to charge the hiring charge of a cancellation fee or any percentage thereof at:

- a. 10% of the tariff – within two weeks prior to the departure date;
- b. 50% of the tariff – within one week prior to the departure date;
- c. 100% of the tariff – within 24 hours prior to the departure date

3. Compliance with Law and Instructions given by the Driver

- a. Motor Carrier Transportation Act, Tourism Act and Labour Act
The Hirer undertakes to observe any regulations of the Motor Carrier Transportation Act, Tourism Act and Labor Act (Wage Determination Act 452) 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.
- b. Labour Act (Wage Determination 452)
The Hirer undertakes to ensure that the 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. The Hirer further undertakes to ensure that the driver, approved by African Spirit Travel & Tours, shall drive the vehicle at all times and that no passenger shall drive or attempt to drive the vehicles, obstruct or impair the driver of any authorized person in the course of his/her duty. The Hirer, furthermore, undertakes to ensure that the working hours of the driver, as set out in the Labour Act, are adhered to.
- c. If the Hirer also hires a driver from African Spirit Travel & Tours, the Hirer agrees to the following Specifications in the Labour Act:
 - i. Working Hours (as per Wage Determination Act 452 or agreed otherwise)
Coach driver's hours of work are limited to 45 hours per week spread over six days. Actual driving time may not exceed this prescription and it is complimented with

duties such as pre-and after trip inspections. If a tour is longer than 7 days, the rest day(s) must be taken as near as possible to the week in which it (they) became due. Spread over time may not exceed 15 hours per day in which the actual hours of work should be performed and actual work, inclusive of overtime, should not exceed 10 hours.

- ii. **Spread Over**
In the case of a member of the operating staff, the ordinary hour of work, including the meal interval where applicable, and all over time, shall on any one day be completed within a spread-over of 14 hours, provided that if the hours of work on any day are not more than seven, the spread-over for the day may be 15 minutes.
- iii. **Drivers meals and accommodation**
Drivers are entitled to three meals a day when not returning to its base or R 105 per day and separate accommodation.

4. Tour Guides

The Tourism Second Amendment Act 2000 (Act No. 70 of 2000) prohibits driver guiding as follows:

- a. **“Prohibitions”**
 - i. 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;
 - ii. No person, company or closed corporation employing a tourist guide may allow that tourist guide to drive a vehicle in contravention of subsection (4);

5. Driving Requirements

- 5.1 Government Legislation requires that whilst driving, the driver/s is/are required to have a valid, unendorsed, driver’s licence in their possession.
- 5.2 African Spirit Travel & Tours requires the driver to have held his/her drivers licence for a minimum of two(2) years
- 5.3 In the event of the driver being under 23 years, a young driver surcharge will apply providing the driver has held a drivers licence for a minimum of two(2) years.

6. Bus 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 and regulations are there for every passenger travelling on the bus to ensure their safety and comfort:

- a. Smoking is not allowed on busses;
- b. The drinking of red wine and the drinking/eating of any dairy products is not allowed on coaches unless on prior arrangement;
- c. **Seating**
 - i. The hirer will not permit the carrying of more passengers than the authorized number of seats in the vehicle, and will not allow any passengers to sit anywhere in or on the vehicle except in the passenger seats provided;
 - ii. Passengers are requested to wear the safety belts where fitted.
- d. No unauthorized passengers are allowed during the service;
- e. Air vents and air conditioners are to be operated according to specifications;
- f. No feet are allowed to be placed on the seats and dashboard;
- g. No objects are allowed to be placed against the outside of the coach;
- h. Passengers are not to leave any personal belongings in the coach where they can be seen by passersby and after the completion of the service;
- i. No passenger is allowed to board or disembark the coach whilst it is in motion and movement whilst in motion should be limited to emergencies only;
- j. No vehicle is authorized to travel on gravel or dirt roads unless proper prior authorization has been given to the driver African Spirit Travel & Tours;

- k. Keep the coach clean at all times in using the litterbags provided. Passengers will be held responsible for the cleanliness of the bus;
- l. 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;
- m. Tour guide/leader should have their own microphone on board, should the tour guide/leader make use of the microphone provided the driver must handle it with care and return in same conditions otherwise replaced.
- n. No towing, repairs or servicing to be done to the vehicle unless authorised by African Spirit Travel & Tours

7. **Comission and Tips**

African Spirit Travel & Tours dissociates itself from the involvement in payment of commission and tips to coach drivers and that such action should not become a problem to African Spirit Travel & Tours.

8. **Damage Caused to Vehicles**

The Hirer will be responsible for any loss or damage caused to the vehicle, its fittings or equipment by the negligence of any passenger. The hirer or driver will be responsible for all claims if damages caused by accident from the driving of the substituted vehicle specifically the reckless and/or negligent driving thereof.

9. **Liability in the case of accident or theft**

9.1 The Hirer will be liable for payment of the full/replacement value of the vehicle should loss or damage be caused due to wrong and/or illegal actions or ommissions such as:

- a) Any wrong and/or illegal actions or failure to act which result in damage or loss of the vehicle
- b) Driving under the influence of alcohol, illigal substances or any substance that diminishes the drivers capacity
- c) Unauthorised person's driving the vehicle
- d) Unauthorised cross border rentals
- e) Not adhering to traffic, raod and driving regulations
- f) Failing to report the collission or damage to African Spirit Travel & Tours at the nearest Police Station within 24 hrs of the incident
- g) g)Failure in reporting the loss to African Spirit Travel & Tours within 6 hours in the event of theft
- h) h)Failure to produce the vehicle keys in case of theft unless exceptional circumstances apply
- i) i)Not reporting the exact details of the last known location of the vehicle prior to theft
- j) j)Failure to obtain authorisation from African Spirit Travel & Tours and effect payment for rental extensions
- k) k)Not using the vehicle for its intended purpose
- l) l) This agreement is made subject to a 14 Seater ot 10 Seater Quantum Bus being available on the date required at the time of acceptance. It is, therefore, in the interest of the Hirer to chect the tyres and confirm the acceptance. Tyres must be replace by the hirer if damaged. African Spirit Travel & Tours is not reliable for the cost therof.
- m) If mirrors was broken when drivers left the vechle that must be replaced by Toyota part and not by parrit mirrors (Midas or any other mirrors not acceptable).
- n) Tyres must be replaced by hirer if they were damaged.
- o) If the insured vehicle is in an accedent or stolen additional access fee of R5400.00 payable by hirer.

10. Passenger Luggage and Personal Effects

Baggage and personal belongings are carried entirely at owner's risk. African Spirit Travel & Tours shall not be liable for any loss or damage to luggage or personal belongings, under any circumstances, carry with them on the coach or on any trailer attached thereto weapons, explosives or items which are, in the sole opinion of African Spirit Travel & Tours, 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.

11. Payment

A 50% deposit is payable within 7 days after accepting the quotation. The balance must be paid in full by the Hirer, before the commencement of the services. Surcharge payment must be paid on the day of changes or before group departs.

12. African Spirit Travel & Tours's Right to Decline

African Spirit Travel & Tours 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 African Spirit Travel & Tours, shall be without prejudice to its rights to claim damages or other relief from the Hirer.

13. African Spirit Travel & Tours's Right to Sub-Contract

African Spirit Travel & Tours reserve the right to sub-contract in case of emergency or by choice, and when this right is exercised, the substitute vehicle will, as far as circumstances permit, compare equally with African Spirit Travel & Tours's own vehicle in comfort and reliability. If African Spirit Travel & Tours does not acquire such vehicles, it remains the Hirer's right to obtain a vehicle, which conforms to his own standard, and for Hirer's own cost. In this event, the Hirer is entitled to a refund of any monies paid to African Spirit Travel & Tours from the point where the sub hired vehicle takes over the trip. In the event of African Spirit Travel & Tours 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 African Spirit Travel & Tours. 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 that Hirer indemnifies African Spirit Travel & Tours against any claims for damage or otherwise, whatsoever, resulting from the driving of the substituted vehicle specifically the reckless and/or negligent driving thereof.

14. Seating Capacity

The Hirer shall not permit the carrying of more passengers that the authorized number of seats in the vehicle, and shall not allow any passenger to sit anywhere in or on the vehicle except in passengers seats provided.

15. Tariffs

Refer to negotiated tariff sheet.

Surcharge in the event that the distance or time traveled by the coach during the rental period exceeds the maximum distance or time reflected on the quotation/invoice charged for.

16. Time Keeping and Tour Amendments

- a. African Spirit Travel & Tours 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 and expenses arising from defects or failure as aforesaid, or any delays in starting, transit, arrival or return of any vehicles.
- b. The Hirer will secure a detailed itinerary highlighting all departure and arrival Times, venues en 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 African Spirit Travel & Tours 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.
- c. Should the fulfillment of any journey be rendered impossible, illegal or in the reasonable opinion of African Spirit Travel & Tours inadvisable for any reasonable cause, African Spirit Travel & Tours may at any time cancel such journey or the remainder thereof or make an alteration in the route, accommodation, price or other details thereof that African Spirit Travel & Tours may think fit, or change drivers and/or vehicles en route or use public transportation to convey passengers.

17. Toll and Fare Duties

Unless otherwise stated, the quotation excludes all South African Road Toll fees and all cross border fees. **Indemnity**

- a. Notwithstanding any provisions in this Agreement , African Spirit Travel & Tours is hereby exempted from and shall not be liable for any loss or any damage, direct or indirect, consequential or otherwise, caused to and/or suffered by the Hirer or any other party due to and/or arising from:
 - i. any defect in the Vehicle and/or arising from the use by the Hirer of the Vehicle any luggage and/or property stolen from the Vehicle
 - ii. and damaged while in the Vehicle or left in the Vehicle after its return to African Spirit Travel & Tours.
- b. The provisions of the clause are stipulated for the benefit of African Spirit Travel & Tours, its servants, agents, nominees and sub-contractors who are exempted accordingly.

18. Cross Border Travelling

Vehicles are only permitted into Botswana, Lesotho, Swaziland, Namibia and Mozambique. A cross border letter must be obtained when crossing borders limited to countries mentioned above. A cross border fee per letter will be charged to the hirer. African Spirit Travel & Tours can not be held responsible if a cross border letter has been issued and the hirer is denied entry into another country. All fees levied by the border authorities are for the responsibility of the hirer.

Signed (Hirer)

Date: