



CONDITIONS OF HIRE AND CARRIAGE

1. AVAILABILITY AND RESERVATIONS

1.1. This agreement is made subject to the availability of a vehicle of the type and specifications (capacity mentioned herein) on the date required at the time of acceptance hereof. It is, therefore, in the interest of the Hirer to confirm the acceptance with the least possible delay.

1.2. Quotations are always in South African Rand and are valid for up to 30 days.

1.3. Prices based on the services of outside contractors may vary. Any increase in charges will be passed on to the Hirer at the sole discretion of Cullinan Transport.

1.4. Acceptance of a quotation will be regarded as an acceptance of Cullinan Transport Conditions of Hire and Carriage having been read and understood.

1.5. Confirmation of services will only be processed and confirmed by Cullinan Transport upon the receipt by Cullinan Transport of official order, voucher, confirmation e-mail or payment for the requested service, in return from the Hirer, is received by Cullinan Transport

1.6 Verbal quotes are an estimation to be used as a guideline only. Cullinan Transport will not be bound by any verbal quotation provided.

2. CANCELLATION POLICY

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

2.1. 10% of the tariff – 30 days before commencement of service;

2.2. 25% of the tariff – 29 – 14 days before commencement of services;

2.3. 50% of the tariff – 13 – 01 days before commencement of services;

2.4. 100% of the tariff – on day of commencement of service;

2.5. Cancellation must be done in writing as no verbal cancellations will be accepted.

The Hirer accepts that these cancellation terms are reasonable and fair.

3. COMPLIANCE WITH LAW AND INSTRUCTIONS GIVEN BY THE DRIVER/GUIDE

3.1. 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 Labour 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.

3.2 LABOUR ACT (WAGE DETERMINATION 452)

The Hirer undertakes to ensure that the passengers will obey any lawful instruction issued by the driver/guide of the vehicle, particularly where it relates to the safety of passengers and the vehicle/s concerned. The Hirer further undertakes to ensure that the driver/guide, approved by Cullinan Transport, shall drive the vehicle at all times and that no passenger shall drive or attempt to drive the vehicles, obstruct or impair the driver/guide of any authorized person in the course of his/her duty.

3.3 Drivers meals and accommodation

The hirer must supply the driver with three meals a day when not returning to

his base or as specified by Cullinan Transport.

Drivers are entitled to a separate room when not returning to his base.

When returning to his base he is entitled to meals on the following basis:

Transfer – No meals

Half day – No meals

Full day – No meals

Full day plus dinners – Dinner with group or a dinner allowance as specified by Cullinan Transport

Stand-alone dinners – Dinner with group or a dinner allowance as specified by Cullinan Transport

4. 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 strictly adhered to. These rules and regulations are specified for every passenger traveling on the coach so as to ensure their safety and comfort:

4.1 Smoking is strictly prohibited on all coaches;

4.2 The drinking of red wine and the drinking or eating of any dairy products is not permitted on coaches;

4.3 Seating and standing:

4.4 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;

4.5 Passengers are required by South African law to wear the safety belts.

4.6 No unauthorized passengers are allowed on the vehicle during the tour;

4.7 Air vents and air conditioners are to be operated according to the specifications;

4.8 Sun blinds are to be released gently where fitted;

4.9 No heavy and/or sharp objects are to be stored in the overhead parcel racks;

4.10 No feet are allowed to be placed on the seats and dashboard;

4.11 No objects are allowed to be placed against the outside of the coach;

4.12 Passengers are not to leave any personal belongings in the coach;

4.13 Drivers and Guides are to use cell phones for emergencies only;

4.14 No passenger is allowed to board or disembark the coach whilst it is moving and movement whilst the vehicle is in motion should be limited to emergencies only;

4.15 No vehicle is authorized to travel on gravel or dirt roads unless proper prior Authorization has been given to the driver by Cullinan Transport management;

4.16 No extra services will be operated other than those specified in the official Itinerary, or unless Cullinan Transport management has given proper prior authorization in writing to the driver;

4.17 The coach shall be kept clean at all times by using the litter bags provided.

Passengers will be held responsible for the cleanliness of the coach;

4.18 Passengers must be aware of the emergency exits, and the placement of the fire extinguisher;

4.19 Tour guide/leader should have their own microphone on board. Should the tour guide/leader make use of the microphone provided by the driver it must be handled with care and returned to the driver in same condition as originally provided, otherwise the tour guide/leader will have to replace it.

5. COMMISSION, TIPS AND SALE OF SOFT DRINKS



Cullinan Transport dissociates itself from the involvement in payment of any commission and/or tips to coach drivers/guides and assumes no responsibility in this regard in any manner whatsoever. The sale of soft drinks, whilst on tour, is left to the sole discretion of the coach drivers/guide.

6. 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.

Cullinan Transport does not allow any sign writing on their vehicles.

7. PASSENGER LUGGAGE AND PERSONAL EFFECTS

7.1. Baggage and personal belongings are carried entirely at owner's risk. Cullinan Transport shall not be liable for any loss or damage arising from delay, sickness, injury, and death to any passenger or of their luggage or personal belongings in any manner whatsoever.

Under no circumstances may passengers carry with them on the coach or trailer attached thereto, weapons, explosives or items which are, in the sole opinion of Cullinan Transport, 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.

8. PAYMENT

All payments for services rendered by Cullinan Transport must be paid in full by the Hirer, seven days prior to the commencement of the services which have been booked and confirmed.

Surcharge payment must be paid on the day of changes and prior to the departure of group.

9. CULLINAN TRANSPORT RIGHT TO DECLINE

Cullinan Transport reserves the right to decline, to execute or to complete any contract, should the Hirer fail to strictly adhere and comply with all the above conditions. Such rights, when exercised by Cullinan Transport, shall be without prejudice to its rights to claim damages or other specific relief from the Hirer.

10. CULLINAN TRANSPORT RIGHT TO SUB-CONTRACT

Cullinan Transport reserves the right to sub-contract in case of an emergency or by its choice, and when this right is exercised, the substitute vehicle will, as far as circumstances permit, compare equally with Cullinan Transport own vehicle in comfort and reliability.

If Cullinan Transport does not acquire such a vehicle, it remains the Hirer's right to obtain a vehicle, which conforms to its own standard, and for Hirer's own cost. In this event, the Hirer is entitled to a refund of any monies paid to Cullinan Transport from the point where the sub-hired vehicle takes over the trip.

In the event of Cullinan Transport 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 Cullinan Transport.



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 Cullinan Transport against any claim for damage or otherwise, whatsoever, resulting from the driving of the substituted vehicle specifically, but not limited to the reckless and/or negligent driving thereof.

The provisions of clause 1.5 shall mutatis mutandis be applicable to this clause.

11. TIME KEEPING AND TOUR AMENDMENTS

11.1. Cullinan Transport 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 manner whatsoever, for any total or partial failure to perform the contract by reason of any mechanical or other defects, breakdown, accident or any other cause 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 vehicle.

11.2 The Hirer will secure a detailed itinerary highlighting all departure and arrival times, venues en route departure and arrival times, so as 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 Cullinan Transport from any claim, 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.

11.3 Should the fulfilment of any journey be rendered impossible, illegal or in the reasonable opinion of Cullinan Transport inadvisable for any reasonable cause, Cullinan Transport 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 Cullinan Transport may think fit in its sole and absolute discretion, or change drivers and/or vehicles en route or use public transportation to convey passengers.

11.4 If the hirer fails to inform Cullinan Transport of any change to their itinerary that incurs extra expenses the hirer will be held responsible for all costs in relation thereto.

12. TOLL AND FARE DUTIES

Toll fees are not included in the price and are for the Hirers own account, unless otherwise specifically stated.

13. INDEMNITY

13.1 Cullinan Transport 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:

13.2 Any defect in the Vehicle and/or arising from the use by the Hirer of the Vehicle and/or any luggage and/or property stolen from the Vehicle and damaged while in the Vehicle or left in the Vehicle after its return to Cullinan Transport.

13.3 The provisions of the clause are stipulated for the benefit of Cullinan Transport, its service suppliers, agents, nominees and sub-contractors who are exempted accordingly.

13.4 In arranging supplement services to the hirer except for hiring of a vehicle,



Cullinan Transport only acts as an agent for the Hirer. Hylton Ross Touring cannot be held liable for any act of neglect or default that might occur of any kind.

14. GOVERNING LAW

These conditions and the relationship between Cullinan Transport and the Hirer are governed by the Laws of the Republic of South Africa and the Hirer consents to the exclusive jurisdiction of the South African Courts. Hylton Ross Touring shall be entitled at its sole discretion to institute any legal proceedings arising out of or in connection with these conditions in any Magistrates Court having jurisdiction.

15. CODE OF PRACTISE

15.1 Registered Drivers, Guides and Vehicles

Cullinan Transport will comply with all national and/or regional provisions and regulations relating to the provision of the Transportation Board.

Cullinan Transport will use only Drivers with valid PDP's and correct driving codes.

Cullinan Transport will use only registered guides with valid PDP's and correct driving codes.

Cullinan Transport will only use vehicles that are registered and with correct/valid transport permit documents.

16. Health and Safety

16.1 Safety

Cullinan Transport is confident that its fleet is suitable for all local conditions and includes sufficient safety features as:

- Fire extinguisher
- Emergency exit safety hammer on 44/48 seated vehicles
- Warning triangle
- ABS – Anti-lock braking system on 44, 13 and 7 seated vehicles
- Retarder as per the manufacturer's specifications
- Seat belts – All/on the eight (8) main risk seats – the guide seat, the front four seats, the two seats located behind the emergency exit stairwell and the back centre aisle seat of the coach.
- Satellite or Taco tracking devices
- Toolkit
- Supply and support
- Tyres - maintenance
- Roll-over protection as per manufacturers specifications

16.2 Comfort

Cullinan Transport luxury vehicles comply with world-class passenger comfort standards as per the COASA (Coach Operators Association of Southern Africa) five star compliance requirements. Please see our website for fleet information and schematics.



16.3 Reliability

Cullinan Transport philosophy is to be on time every time. Our clients' peace of mind in respect of reliability is of the utmost importance to us. In the event of an emergency situation, a replacement vehicle shall be supplied as soon as reasonably possible to continue with the service.

- 24 Hour/7 days a week Operational and Technical standby representatives are available.

17. Vehicle Maintenance

17.1 Safety inspection

- 2 hour inspection
- This inspection is carried out at 3 000 km intervals, (varies between intervals of 5 to 10 days, or in the case of overland trips, before and after such trips).
- This inspection covers all safety as well as passenger comfort and reliability items.

17.2 Services

- Full day service
- The maintenance schedule of the manufacturer is followed regarding service intervals.
- Lubrication and major services are carried out every 15000 km.

17.3 COF service

- A 5-day Certificate of Fitness service conducted bi-annually (the vehicle is serviced from bumper to bumper, roof to rubber) which subscribes to the manufacturers required standards.
- The actual COF test of the vehicle.

18. LUGGAGE

Luggage is limited to 1 suitcase and shall not exceed 20kg per person. The company will not accept any responsibility in respect of such baggage.

19. DISPUTES

Cullinan Transport would prefer to have the opportunity of improving the clients experience rather than satisfying any disappointments upon their return home. If clients are dissatisfied with any of the arrangements that Cullinan Transport has made, they should contact the telephone numbers provided whilst they are in South Africa. Cullinan Transport cannot accept any liability in respect of any complaint that is not reported to us within 6 weeks from client's first arrival date.