

# 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 Springbok Atlas Charter.
- 1.4 Acceptance of a quotation will be regarded as an acceptance of Springbok Atlas Charter.
- 1.5 Conditions of Hire and Carriage, having been read and understood.
- 1.6 No booking is confirmed until the Hirer received written confirmation from Springbok Atlas Charter.
- 1.7 Confirmation of services will only be processed and confirmed by Springbok Atlas Charter, upon the receipt of an official order, voucher, confirmation e-mail and payment for the requested service by the Hirer.
- 1.8 Verbal quotes are an estimation, to be used as a guideline only. Springbok Atlas Charter will not be bound by any verbal quotation provided.

## 2. CANCELLATION POLICY

- 2.1 This agreement cannot be cancelled, except by agreement between Springbok Atlas Charter and the Hirer. The Hirer accepts that these cancellation terms are reasonable and fair.
- 2.2 Any cancellations must be done in writing, as far ahead of the service as possible. No verbal cancellations will be accepted. Springbok Atlas Charter shall be at liberty, in its discretion, to charge the hiring charge of a cancellation fee, or any percentage thereof at:
  - 10% of the tariff = 30 days before commencement of service
  - 25% of the tariff = 14 - 29 days before commencement of services
  - 50% of the tariff = 2 - 13 days before commencement of services
  - 100% of the tariff = a day before or on the day of commencement of service

### 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 Springbok Atlas Charter, 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 authorised person in the course of his/her duty.

#### 3.3 DRIVERS MEALS AND ACCOMMODATION

For chartered tours, the Hirer must supply the driver with three meals a day when not returning to his/her base and Overland, or as specified by Springbok Atlas Charter. This does not apply to scheduled tours.

When doing local work he /she is entitled to meals on the following basis:

- **Transfer** – No meals
- **Half day** – No meals
- **Full day** – No meals
- **Full day plus dinner** – dinner with group, or dinner allowance specified by Springbok Atlas Charter
- **Stand-alone dinners** – dinner with group, or dinner allowance specified by Springbok Atlas Charter.

Drivers must have a separate room with en-suite facilities when not returning to his/her base.

### 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 a coach, so as to ensure their safety and comfort:

- Smoking is strictly prohibited on all vehicles.

- The drinking of red wine, and the drinking or eating of any dairy products, are not permitted on all vehicles.
- The hirer will not permit the carrying of more passengers than the authorised 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.
- Passengers are required by South African law to wear the safety belts. They must always remain seated when the vehicle is in motion.
- No unauthorised passengers are allowed on the vehicle during the tour.
- Air vents and air conditioners are to be operated according to the specifications.
- Sun blinds are to be released gently where fitted.
- No heavy and/or sharp objects are to be stored in the overhead parcel racks.
- No feet are allowed to be placed on the seats and dashboard.
- No objects are allowed to be placed against the outside of the coach.
- Passengers are not to leave any personal belongings in the coach.
- Drivers and guides are to use cell phones for emergencies only.
- 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.
- No vehicle is authorised to travel on gravel or dirt roads, unless proper prior authorisation has been given by Springbok Atlas Charter management. However, even if a driver has authorisation from the office to travel on a dirt road, he / she has a mandate not to do so, should they feel the safety of the vehicle and / or passengers to be in jeopardy.
- No extra services will be operated, other than those specified in the official Itinerary, or unless Springbok Atlas Charter management has given proper prior authorisation in writing to the driver.
- The coach shall be kept clean at all times.
- Passengers will be held responsible for the cleanliness of the coach.
- Passengers must be aware of the emergency exits, and the placement of the fire extinguisher.
- A tour guide/leader must 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 be returned to the driver in same condition as originally provided. Should this not be the case, the Hirer might be held liable for the replacement of the microphone.

## 5. COMMISSION, TIPS AND SALE OF SOFT DRINKS

Springbok Atlas Charter dissociates itself from the involvement in payment of any commission and/or tips to coach drivers and guides, and assumes no responsibility in this regard in any

manner whatsoever. The sale of soft drinks or water, whilst on tour, is left to the sole discretion of the coach drivers or guide.

**6. DAMAGE CAUSED TO VEHICLES**

The Hirer will be responsible for any loss or damage caused to the vehicle, its fittings or its equipment, if caused by the negligence of any passenger. Springbok Atlas Charter does not allow any sign writing on our vehicles.

**7. PASSENGER LUGGAGE AND PERSONAL EFFECTS**

Baggage and personal belongings are carried entirely at owner's risk. Springbok Atlas Charter 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 Springbok Atlas Charter, 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 Springbok Atlas Charter 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. RIGHT TO DECLINE**

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

**10. RIGHT TO SUB-CONTRACT**

Springbok Atlas Charter 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 Springbok Atlas Charter own vehicle in comfort and reliability.

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

In the event of Springbok Atlas Charter 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 Springbok Atlas Charter.

It shall be deemed that the Hirer and the owner of the substituted vehicle will enter a contract of hire and carriage amongst themselves, and that Hirer indemnifies Springbok Atlas Charter 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.

## **11. RIGHT TO KEEP VEHICLES OVER-NIGHT**

Springbok Atlas Charter reserve the right to keep our vehicle over-night at a destination, without any obligation towards a guide regarding accommodation, meals and other related expenses.

## **12. TARIFFS**

Please refer to the negotiated tariff sheet.

Surcharges shall be levied in the event of a deviation from the original itinerary, or any extra services not reflected on the quotation/invoice.

## **13. TIME KEEPING AND TOUR AMENDMENTS**

- 13.1 Springbok Atlas Charter 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.
- 13.2 The Hirer will secure a detailed itinerary, highlighting all departure and arrival times on route, as well as all venues, to ensure good time management. Sufficient time must be made available for co-ordination with other modes of transport at destinations and venues.
- 13.3 The Hirer indemnifies Springbok Atlas Charter from any claim which may arise from stopping at venues and altering the departure times not agreed upon, prior to- or during the journey, as per the official itinerary.
- 13.4 Should the fulfilment of any journey be rendered impossible, illegal, or in the opinion of Springbok Atlas Charter inadvisable for any reasonable cause, Springbok Atlas Charter may at any time cancel such journey, or the remainder thereof; or make an alteration to the route, accommodation, price or other details thereof, that Springbok Atlas Charter may think fit, in its sole and absolute discretion.

13.5 Springbok Atlas Charter may change drivers and/or vehicles en route or use public transportation to convey passengers as they see fit, at their sole discretion.

13.6 If the Hirer fails to inform Springbok Atlas Charter of any change to their itinerary that incurs extra expenses, the Hirer will be held responsible for all costs in relation thereto.

#### **14. TOLL AND FARE DUTIES**

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

#### **15. INDEMNITY**

15.1 Springbok Atlas Charter 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:

- 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 Springbok Atlas Charter
- and/or unforeseen changes in conditions due to matters such as the weather, riots, etc.
- and/or unforeseen traffic delays

15.2 The provisions of the clause are stipulated for the benefit of Springbok Atlas Charter, its service suppliers, agents, nominees and sub-contractors, who are exempted accordingly.

15.3 In arranging supplement services to the Hirer, except for hiring of a vehicle, Springbok Atlas Charter Tours only acts as an agent for the Hirer. Springbok Atlas Charter cannot be held liable for any act of neglect or default that might occur of any kind.

#### **16. GOVERNING LAW**

These conditions, and the relationship between Springbok Atlas Charter 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.

Springbok Atlas Charter 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.

## 17. CODE OF PRACTISE

### Registered drivers, guides and vehicles

Springbok Atlas Charter will comply with all national- and regional provisions and regulations relating to the provision of the Transportation Board.

Springbok Atlas Charter will use only drivers with valid PDP's and correct driving codes.

Springbok Atlas Charter will use only registered guides, with valid PDP's and correct driving codes.

Springbok Atlas Charter will only use vehicles that are registered and with correct/valid transport permit documents.

## 18. Health and Safety

### 18.1 COVID -19 PROTOCOLS

- Springbok Atlas undertakes to adhere to all applicable government regulations pertaining to Covid-19.
- As per government regulations, all passengers will be required to be screened and sanitised.
- All passengers must wear a mask whilst on board the vehicle.
- Social distancing must be adhered to whilst boarding or exiting a vehicle.
- Springbok Atlas ~~reserved~~ reserves the right not to load- or provide transport, should a passenger show any symptoms or not pass the screening process.
- Springbok Atlas accepts no responsibility or any liability whatsoever should there be any delays / missed excursions / additional costs due to adherence to any applicable Covid-19 protocols or any Corona virus exposure.
- Springbok Atlas strongly recommends ~~suggests~~ that passengers ensure that they have the maximum insurance cover for any eventually and take the appropriate advice in this regard-

### 18.2 ON-BOARD SAFETY

Springbok Atlas Charter is confident that its fleet is suitable for all local conditions and includes sufficient safety features as:

- Fire extinguisher
- Emergency exit safety hammer on all coaches
- Warning triangle
- ABS (anti-lock braking system) on all vehicles
- Retarder, as per the manufacturer's specifications

- Seat belts on all seats
- Satellite tracking devices on all vehicles
- 24 hours-a-day, 7 days-a-week operational- and technical emergency standby representatives available
- Roll-over protection as per manufacturers specifications

### 18.3 COMFORT

Springbok Atlas Charter 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.

### 18.4 RELIABILITY

Springbok Atlas Charter 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.

## 19. **VEHICLE MAINTENANCE**

- Drivers conduct a pre-departure inspection before every trip
- A 2½-hour workshop inspection is carried out on every vehicle that will travel 3 000 km or more
- If a vehicle does more than one overland trips per week, the inspection takes place once a week
- Other vehicles undergo a safety check every 2 weeks
- Major services are carried out every 15 000 km, unless otherwise specified by the manufacturer. For vehicles travelling less than 15 000 km per year, services are carried out one per year.
- Only new tyres that comply with SABS regulations may be fitted on our vehicles. Tread patterns are carefully monitored.
- Spare wheels have a minimum of 8 mm tread on coaches and 6 mm on smaller vehicles
- A *Certificate of Fitness* (COF) service is conducted every 6 months at a certified testing station

## 20. **LUGGAGE AND PORTERAGE**

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.



Our drivers and guides will oversee the loading and unloading of luggage, but they may not help with the actual loading and unloading, since they run the risk of injury. Porters must load and unload luggage when arriving or departing from a destination. Clients are responsible for portage fees, unless explicitly specified in the booking.

## **21. DISPUTES**

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