

IMPORTANT NOTICE:

By accepting our quote in writing and signing the acceptance client acknowledges that he/she in their personal capacity, or on behalf of the entity in whose name the booking is made, has read and understood ANNEAL INVESTMENTS PTY LTD t/a ANNEAL INVESTMENTS PTY LTD T/A COACHMAN'S TERMS & CONDITIONS OF CARRIAGE set out hereunder in this document.

We reserve the RIGHT TO REFUSE, to do business, to enter into, to perform in terms of or complete any contract with any client, who do not acknowledge, agree and strictly adhered to our terms and conditions of carriage, set out hereunder. These rights of ours, shall be without prejudice to our right to claim damages or any other relief in law.

We are keen to ensure a safe and competent coach hire throughout South Africa and as such we want to remind you that ANNEAL INVESTMENTS PTY LTD T/A COACHMAN'S TERMS & CONDITIONS OF CARRIAGE are governed by South African Law, *inter alia* the South African Law (the Motor Carrier Transportation Act ("**MCTA**"), the Tourism Act ("**TA**"), the Consumer Protection Act ("**CPA**"), National Credit Act ("**NCA**") and the Basic Conditions of Employment Act ("**BCEA**") all of which set out rules and regulations pertaining to the rental of coaches and passenger vehicles that we must abide by. These rules and regulations are incorporated into ANNEAL INVESTMENTS PTY LTD T/A COACHMAN'S TERMS & CONDITIONS OF CARRIAGE.

Please take the time to read through ANNEAL INVESTMENTS PTY LTD T/A COACHMAN'S TERMS & CONDITIONS OF CARRIAGE. If you have any queries please contact our office for further assistance on_011-0242090 or 0823123880__.

We reserve the right to change the ANNEAL INVESTMENTS PTY LTD T/A COACHMAN'S TERMS & CONDITIONS OF CARRIAGE without notice. A current version of the ANNEAL INVESTMENTS PTY LTD T/A COACHMAN'S TERMS & CONDITIONS OF CARRIAGE is always available on this page, and you should check this page regularly for changes.

www.coachman-coaches.co.za

client initial

1. **BOOKINGS** (Quotes, Fees & Payment, Additional Charges)

QUOTES:

- 1.1. Receiving a quote from us is not confirmation of your booking but an estimation of the cost at which we undertake to render a particular service.
- 1.2. All quotes are valid for 30 (thirty) days from the date thereof.
- 1.3. All quotes are subject to the availability of the requested vehicle on the date of acceptance of the quotation by client. Coachman does not guarantee that the particular vehicle quoted for will still be available at the time when client accept the quotation and it is therefore imperative that client must accept the quote and pay the required deposit, if any, as soon as possible in order to avoid disappointment.
- 1.4. All prices quoted are subject to change as a result of changes of information received from client, necessary route changes and alternate routes, time changes, road works, bad road conditions, floods, fires, natural disasters, sub-hiring / sub-contracting of coaches, fuel increases (in which case a fuel levy may be charged) and any other unforeseen factors.
- 1.5. Quotes include the driver services, fuel, toll charges, passenger liability insurance and coach permits.
- 1.6. Quotes do not include any vehicle entrance fees.
- 1.7. Quotes do not include any accommodation (single room) and meals (breakfast, lunch and dinner) for the coach operator which are for client's account.

BOOKING CONFIRMATION / PAYMENT

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- 1.8. To confirm a booking, client must indicate, in writing, that the quote is accepted, this is done by signing the quote and forwarding proof of payment of the required deposit into our nominated bank account being:

BANK: FNB
ACCOUNT NAME: Anneal Investments Pty Ltd t/a COACHMAN
BRANCH: NORTH RAND (BRANCH CODE 250855)
ACCOUNT NO: 62011874056

- 1.9. Unless otherwise agreed, a non-refundable deposit of 20% of the full quoted price must be paid by the client when accepting the quote and making the booking.
- 1.10. The remaining 80% must be paid in full by not later than 24 (twenty-four) hours prior to the scheduled departure time, failing which the booking shall be cancelled and client shall be held liable for the non-cancellation fee.
- 1.11. Unless full payment of the quoted price is reflecting in our nominated bank account the coach will not depart from our depot. The "*Coachman Payment Terms*" applies to pre-approved clients only.
- 1.12. Our preferred payment method is by Electronic Funds Transfer (EFT). However, should payment be by cheque it must be paid 10 (ten) days prior to the date of the scheduled departure in order to allow for payment to reflect in our bank account.
- 1.13. The "*Coachman Payment Terms*" applies to pre-approved clients only.
- 1.14. The person signs the confirmation of booking shall be personally liable for payment. If client is a company, close corporation, or other legal entity, the individual signing the confirmation of booking by such signature binds himself as surety and co-principal debtor *in solidum* with client for the payment of all or any amounts payable by client to us in terms hereof.
- 1.15. It is client's responsibility to ensure that the correct information and client details have been provided (eg. postal address, accounts person and /or person responsible for the account required to properly invoice client).

ADDITIONAL CHARGES

Additional charges may be levied for the following:

- 1.16. Any damages to our coaches, as a result of negligence or disorderly behaviour by the passengers.
- 1.17. Any damages or loss suffered by Coachman due to the failure to return the coach/bus on the agreed return date.
- 1.18. All fines, legal costs and any unforeseen costs payable for a violation assessed against the bus and/or owner thereof except where caused through fault of Coachman and/or its driver.
- 1.19. The client shall be liable for any costs, including all attorney's fees on the scale of attorney and own client, collection commissions and tracing charges incurred directly or indirectly by us in enforcing any of its rights or recovering any amounts due in terms of or pursuant to any breach of these terms and conditions.
- 1.20. Services not on the original itinerary as per quote shall be charged accordingly.
- 1.21. We do not collect/deliver guides unless under prior arrangement when included in the quote.
- 1.22. If a coach has been booked for only a transfer and the coach is delayed at the pick up by more than two (2) hours a surcharge shall be levied.
- 1.23. In the event that we were not timeously informed about the number of pick up points being more than one not included in the quote we shall levy the applicable charge retrospectively.

2. CANCELLATIONS (Charges & Refunds)

- 2.1. All cancellations must be in writing.
- 2.2. We reserve the right to charge a cancellation fee and /or refund at our discretion.
- 2.3. Failure to make payment does not constitute a cancellation of your booking and the "***non-cancellation fee***" (meaning the full quoted price) shall be due and payable on demand as a result of not having cancelled the booking.

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- 2.4. All cancellations received more than 30 (thirty) days before the scheduled departure date shall be subject to an 20% cancellation fee.
- 2.5. Cancellations made 29 (twenty-nine) to 21 (twenty-one) days prior to the scheduled departure shall be subject to an 25% cancellation fee or forfeited deposit whichever is greater.
- 2.6. Cancellations made 20 (twenty) to 14 (fourteen) days prior to the scheduled departure shall be subject to an 50% cancellation fee or forfeited deposit, whichever is greater.
- 2.7. Cancellations made 13 (thirteen) to 4 (four) days prior to the scheduled departure shall be subject to an 75% cancellation fee or forfeited deposit, whichever is greater.
- 2.8. Cancellations made 3 (three) days or less prior to the scheduled departure shall be subject to the **“non-cancellation fee”** i.e. 100% cancellation fee.
- 2.9. We reserve the right to recover from client any costs or charges incurred from suppliers due to cancellation. Where we purchased / sub hired the services of an outside supplier on client’s behalf, the cancellation charges applicable to that supplier shall apply.

3. WE RESERVE THE RIGHT TO SUB CONTRACT

- 3.1. We reserve the right to sub-contract or sub-hire a replacement vehicle when necessary in our discretion and in the case of an emergency, and in respect of a portion or of the whole of the scheduled journey.
- 3.2. We undertake to provide a substitute vehicle which as far as reasonably possible will be similar in make and model to the vehicle originally quoted and booked through us. However due to availability and numerous unforeseen factors outside our control this may not be reasonably possible and economically viable and as such we do not guarantee that the substitute vehicle will in every case be exactly the same make and model.
- 3.3. In the event that we have to sub-contract a coach or another vehicle, it is agreed that the substituted vehicle operator shall act as an independent contractor, not subject to the control of Coachman.
- 3.4. The client indemnifies us against any claim for loss and or damage or otherwise resulting from the services provided by the subcontractor, and in particular the driving of the substituted vehicle.

4. WHAT IS EXPECTED OF THE CLIENT?

The Client acknowledges and undertakes to:

DRIVERS

- 4.1. make provision for the driver's meals (daily breakfast, lunch & dinner) en-route to destination.
- 4.2. book driver’s accommodation (which are for client’s account) and informing us where the driver's accommodation has been booked.
- 4.3. ensure that the driver, approved by us, shall drive the vehicle at all times and that no passenger or tour guide shall under any circumstances drive or attempt to drive the vehicle.

COACH / COACHES

- 4.4. ensure that our coach/es is/are not damaged in any manner as a result of the conduct of the passengers’. The client shall be liable for replacement and/or repairs in the event of any damages to our coaches e.g. broken seats, torn and ripped seat covers, broken curtains, rails, toilet doors client shall be held liable
- 4.5. ensure that our coaches are clean from any bodily excretions when returned, failing which client shall be liable for the necessary valet costs.
- 4.6. ensure no sticker branding is placed on our coaches.

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- 4.7. observe the laws of the republic of South Africa, as amended from time to time.
- 4.8. ensure that passengers will at all times obey any lawful instruction given by the driver of the vehicle, pertaining to the safety of the passengers and the vehicle in general.
- 4.9. ensure that all the passengers adhere to the “**coach rules and regulations**”, supervise the conduct of passengers and warrants that no passenger shall cause damage to our coaches and no physical and /or emotional harm to the driver.
- 4.10. ensure passengers do not leave personal possessions in the coach in respect of which we do not accept liability for any loss or damage.
- 4.11. ensure that all relevant information pertaining to the trip itinerary i.e. the detailed departure and arrival time schedule, venues on route, collection address, destination address, name and cell number of contact person and maps, are timeously provided.
- 4.12. ensure that sufficient time is allowed for the co-ordination and/or transfer with other modes of transport (e.g. via land, air or sea), arrival and/or departure times at destinations and venues in order to allow for emergencies, delays and unforeseen circumstances. We shall not accept liability should client’s passengers miss their transfers with other modes of transport/ departures times and/or a planned event as a result of a delay due to no fault of Coachman and circumstances beyond our control.
- 4.13. In the event when a microphone is required on any of our coaches / buses, it is required that the tour guide or group leader bring and use their own microphone.

5. INFANT / CHILD SAFETY SEATS

Coachman does not provide child or infant safety seats. It is the responsibility of client to timeously notify passengers that parents and guardians of travelling children are responsible for providing and installing child safety seats.

6. PASSENGER RULES AND REGULATIONS

- 6.1. The “**coach rules and regulations**” are for the benefit of the passengers to ensure their comfort and safety.
- 6.2. The driver shall enforce the “**coach rules and regulations**”
- 6.3. Any passenger who disobey the “**coach rules and regulations**” or disobey the driver enforcing the same may be removed from the coach or prevented from boarding on the driver’s authority.
- 6.4. NO SMOKING (including e-cigarettes) permitted in any of our vehicles. Smokers outside the vehicle must be at least 5 meters away from the vehicle at all times.
- 6.5. NO ALCOHOL is to be consumed on board our coaches.
- 6.6. The driver shall be entitled to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become objectionable to other persons inside or outside the vehicle.
- 6.7. If there is unsociable or unruly behaviour on or off our coach at any point in time, the driver has the right to terminate our services and immediately and if necessary call the police.
- 6.8. Any unruly or overly intoxicated passenger may be refused entry to the coach should the driver feel that he or she may become unruly, sick or abusive.
- 6.9. Passengers must not interfere with any equipment inside the vehicle at any time.
- 6.10. Passengers are requested to wear the safety belts where fitted.
- 6.11. All passengers must be seated at all times when the vehicle is moving.
- 6.12. Passengers are not permitted to place any part of their body outside the vehicle, whilst the vehicle is moving.
- 6.13. We reserve our right to client for all extra charges, cleaning and damage fees, fines and penalties.

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- 6.14. Client 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.
- 6.15. Unauthorised passengers are not allowed on the bus/coach during the tour.
- 6.16. Passengers are to operate air vents and air conditioners strictly according to specifications.
- 6.17. Passenger's feet are not allowed on the seats and dashboard.
- 6.18. Passengers shall be made aware of the emergency procedures and are expected to follow emergency procedures at all times when necessary.

7. BAGGAGE AND PERSONAL POSSESSIONS

- 7.1. All personal possessions and baggage are carried entirely at the owners' risk. Coachman shall not be liable for any loss or damage to luggage or personal effects, under any circumstances.
- 7.2. We reserve the right to refuse transport to a person or persons who in the sole opinion of Coachman, its driver, employees, agent or officials attempt to board or are found on board our coach carrying on or with them any dangerous or hazardous object(s) or weapon(s) of such nature as is likely to cause offence or injury to other passengers or damage to property.

8. UNFORESEEN CIRCUMSTANCES, CHANGES TO THE SCHEDULED TIMETABLE AND ITINERARY

- 8.1. We will endeavor to at all times keep to client's scheduled timetable and planned itinerary. However, mechanical failure and other unforeseen circumstances is a reality (e.g. breakdowns, accidents, road damage, protest actions and strikes or lockouts, fires and acts of God) as a result we shall not be liable in any way, whatsoever, for failure to perform either a particular portion or the entire contracted journey and for any claims, damages or expenses arising from such defects or failure as aforesaid, or any delays in starting, transit, arrival or return of any vehicles.
- 8.2. We Sufficient time must be made available for co-ordination with other modes of transport on arrival times at destinations and venues.
- 8.3. 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.
- 8.4. 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.

9. INSURANCE

- 9.1. We do not provide general insurance for passengers, their personal possession and baggage, it is the responsibility of the client to ensure that passengers are adequately insured.

10. INDEMNITY & DAMAGES DISCLAIMER

- 10.1. Client will be responsible for any loss or damage caused to the coach, its fittings, or equipment by the negligence or misconduct of any passenger.
- 10.2. We do not accept any liability for any incorrect details supplied to us by the client resulting in delays or complaints from the passengers.
- 10.3. We shall not be liable for loss or damage to baggage or personal possessions from whatsoever cause arising or any indirect and/or consequential loss or damages, including the resulting consequences of any delays, unless such loss or damages were caused by fault or negligence on the part of Coachman.

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- 10.4. We shall not be liable for any loss or inconvenience caused by the early termination of our contracted services due to unruly behaviour and or any unforeseen circumstances.
- 10.5. We do not accept liability for any loss or damage caused, of whatever nature, by any failure to make advertised or perceived connections and/or transfers from one route to another or from one mode of transport and/or provider of passenger transport services to another.

11. GENERAL

- 11.1. All quotes and bookings are subject to these terms and conditions and when booking is confirmed constitutes the entire agreement between the parties and no other conditions, stipulations, warranties, statements of fact or opinion or representations whatsoever have been made or relied upon by either party other than as specifically included herein;
- 11.2. No variation or cancellation of the provisions hereof shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties;
- 11.3. Coachman may not be regarded as having waived, or be precluded from exercising any right under these terms and conditions by reason merely that we have shown any indulgence to the client or fails to exercise or delay in exercising any right in terms hereof;
- 11.4. The client in whose name a quote was issued and a booking was made shall not be entitled to assign, cede, delegate or transfer any rights and/or obligations in terms hereof, in whole or in part, to any other party or third person, without the prior written consent of Coachman.

12. BREACH

- 12.1. In the event that client fails to pay any amount due on the due date thereof and/or breach any of these terms and conditions or permit a breach of any of these terms or conditions, then Coachman shall be entitled in its sole discretion to forthwith and without any notice whatsoever, cancel the booking and institute legal action against the client for the full amount of the booking or any other amount outstanding or payable by the client in terms hereof, and for damages, direct, indirect or consequential which Coachman may suffer, and any such further or alternative relief as Coachman may be entitled to in law by reason of client's breach or the premature termination of the contracted booking.
- 12.2. We will be entitled in their sole discretion to institute legal action against client in the Magistrates Court with jurisdiction and the client hereby consents to the jurisdiction of the Magistrates Court in terms of Section 45 of Act 32 of 1944 as amended.
- 12.3. In the event of legal action being instituted against the client then the client shall be liable to pay the legal costs incurred by us, collection commission, tracing costs and all other ancillary charges of expenses relation to such action as provided for in the Magistrates' Court Act 1944, the Debt Collectors' Act 1998, Attorneys' Act 1979 and other laws that regulate collection of costs, whichever is applicable to the enforcement of this agreement.
- 12.4. A certificate issued under the hand of a manager or director of Coachman, whose appointment and authority it will not be necessary to prove, will be on the face of it (prima facie) evidence of the amount due by client and the interest rate applicable to any amount owing by the client;

13. LEGAL ADDRESS

- 13.1. Coachman and Client select as their respective legal address for the purpose of giving or sending any notice provided for or required hereunder, their physical and postal addresses appearing on the duly signed quotation form as may be substituted by notice given as herein required.
- 13.2. Each of the parties shall be entitled from time to time by written notice to the others, to vary its domicilium to any other physical address within the Republic of South Africa which is not a post office box address.

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- 13.3. Any notice addressed to a party at its physical address shall be sent registered post or delivered by hand.
- 13.4. Any notice shall be deemed to have been given, if e-mailed, on the day of delivery, if posted by prepaid registered post 5 (five) days after the date of posting thereof and if hand delivered during business hours on a business day, on the day of delivery.