

BUSBOOK.CO.ZA TERMS AND CONDITIONS OF BOOKING.

DEFINITIONS

Service Provider: Biagra (Pty) Ltd operating thru www.busbook.co.za

Client or Hirer: Any third party requesting a quotation or service or purchase a booking via busbook.co.za.

Quotation: Document from Biagra (Pty) Ltd containing a specific quote number on an official letterhead.

Online Booking: Booking event transport through busbook.co.za.

QUOTATIONS, AVAILABILITY AND RESERVATIONS

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. It is, therefore, in the interest of the Client to confirm acceptance with the least possible delay.

Prices based on the services of outside contractors may vary in the event of a change in direct charges to the service provider. Any increase in charges will be passed on to the Client.

Confirmation of services will only be processed and confirmed by the service provider, once an acceptance of an official order, confirmed quotation, voucher or online reservation for the requested service, is received from the Client.

All prices quoted and online reservations are subject to change because of changes of information received from the client, necessary route changes and alternate routes, time changes, road works, bad road conditions, floods, fires, natural disasters, sub-hiring / sub-contracting, excessive fuel increases and any other unforeseen factors.

The client is responsible for safe and secure parking for all vehicles.

All quotes are valid for 30 (thirty) days.

Estimates includes the following:

Vehicle as per quote, Fuel, Toll Charges, Passenger Liability insurance, Vehicle Permits, Driver, Trailer (on request)

Estimates does not include:

Vehicle Entrance Fees, Parking fees, **Driver's Accommodation (Single Room)**, unless otherwise agreed on quote or if it is an on line reservation of one of the advertised events, **Driver's Meals (3 Meals per day)**, unless otherwise agreed on the estimate, Additional kilometers driven not specified on the estimate or as per online event reservation, Hand sanitizers, masks, or any PPE clothing. If the client requires to sanitize the vehicle, there will be an additional charge/
Entrance to any EVENT, destination as advertised in online reservations.

PAYMENT, CANCELLATIONS AND REFUNDS

Full payment is required to secure a booking. No payment no booking.

All changes and cancellations must be made via email. admin@busbook.co.za

Time Changes:

Changes can be made up to 3 days (72 Hours) prior to your departure time at a cost of R250 per change.

Date Changes:

Changes can be made up to 3 days (72 Hours) prior to your departure time at a cost of R250 per change.

Departure/Destination Change: All departure / destination address changes will be seen as a full cancellation of your booking and Cancellation Fees will apply.

Cancellations:

All bookings will occur a cancellation fee if the booking is cancelled at any time.

15%: 30+ days prior to departure date.

50%: 15+ days prior to departure date.

100%: 6 days prior to departure date.

Proof of payments must be sent to admin@busbook.co.za

No vehicle will be released without the full payment received.

All cancellations must be done in writing.

The service provider reserves the right to change or charge a cancellation fee and/or refund at their discretion.

The service provider reserves the right to recover from the client any costs or charges incurred from suppliers due to cancellation. Were the service provider sub-hiring the services of an outside supplier on the client's behalf, the cancellation charges applicable to that supplier shall apply. The service provider will only issue a refund after the cancellation policy has been applied. All refund requests must be made in writing and sent to admin@busbook.co.za. The service provider will start the process of a refund once the service provider receives: A refund request, Proof of banking details, with a bank stamp, in the **hirer's name**.

ADDITIONAL CHARGES

Additional charges may be levied for the following:

*** Excessive waiting periods! If a vehicle have to wait longer than 15min, than the confirmed departure time, there will be a fee of R300.00 per 15min levied.**

* Any damages to vehicles, because of negligence or disorderly behavior by the passengers.

* Cleaning charges where the vehicle was returned with an excessively dirty interior.

* Any damages or loss suffered by the service provider due to the failure to return the vehicle on the agreed return date.

* All fines, legal costs and any unforeseen costs payable for a violation assessed against the vehicle and/or owner thereof except were caused through the fault of the service provider.

* Services not stipulated in the original quotation.

COMPLIANCE WITH LAW AND INSTRUCTIONS GIVEN BY DRIVER

No verbal or fiscal abuse towards drivers will be tolerated.

The Hirer undertakes to observe any regulations of the Motor Carrier Transportation Act (MCTA), Tourism Act (TA), the Consumer Protection Act (CPA), National Credit Act (NCA) and the Basic Conditions of Employment Act (BCEA) of the republic of South Africa, as amended from time to time, or of similar and appropriate laws of any 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 the service provider, shall drive the vehicle at all times and that no passenger shall drive or attempt to drive the vehicle, obstruct or impair the driver of any authorized person in the course of his duty.

The Hirer, furthermore, undertakes to ensure that the working hours of the driver, as set out by the Wage Determination Act 452 (WDA), and the BCEA.

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:

"Prohibitions"

(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);*

COACH RULES AND REGULATIONS

1. A Coach / Bus Driver shall always 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 for the benefit of the passengers travelling to ensure their comfort and safety.

2. **Smoking is not allowed on any vehicle.**

3. The use of alcohol is not allowed on any vehicle.

4. Seating and standing

4.1 The Hirer will not permit the carrying of more passengers and/or luggage than the authorized 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.

4.2 Passengers are requested to wear the safety belts where fitted.

5. **No unauthorized stops are allowed at any time!**

6. No unauthorized passengers are allowed on the bus/coach during the tour.

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

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

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

10. No objects are allowed to be placed against the outside of the vehicle.

11. **Passengers are not to leave any personal belongings in the bus/coach and the service provider will not accept liability for any loss of personal belongings of any nature.**

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

13. No additional kilometers will be operated other than those specified in the official quote or unless the service provider's management has given proper authorization to the driver.

14. Keep the bus/coach always clean in using the litter bags provided. Passengers will be held responsible for the cleanliness of the vehicle.

15. Passengers to be made aware of procedures during emergencies and take note of emergency exits, the placement of the fire extinguisher, the proper embarking and disembarking of passengers with specific attention to immediate terrain surrounding animals and immediate traffic.

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.

PASSENGER LUGGAGE AND PERSONAL EFFECTS

Please consider 3rd party travel insurance for luggage and personal items.

1. **Baggage and personal belongings are carried entirely at the owners' risk. The service provider shall not be liable for any loss or damage to luggage or personal belongings, under any circumstances.**

2. Passengers shall, under no circumstances, carry with them on the Bus/Coach or on any trailer attached thereto weapons, explosives or items which are, in the sole opinion of The service provider, 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.

3. **Limited luggage storage is available, excessive luggage will not be carried, the client will be responsible for making additional arrangements to transport the luggage.**

BIAGRA (PTY) LTD RIGHT TO DECLINE

1. Either party reserves the right to decline, execute or complete any contract, should the conditions set out in this document not be strictly adhered to.

2. These rights, when exercised by the service provider, shall be without prejudice to its right to claim damages or other relief from the Hirer.

RIGHT TO SUB-CONTRACT

The service provider 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 the service providers own vehicle in comfort and reliability. If the service provider 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 the event of the service provider 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 the service provider.

SEATING CAPACITY

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

TIMEKEEPING AND TOUR AMENDMENTS

The service provider 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 contact 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.

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 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.

Should the fulfillment 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 an y alteration in the route, accommodation, price or other details thereof that The service provider may think fit, or change drivers and/or vehicles in route or use public transportation to convey passengers.

TOLL AND FARE DUTIES

All Quotations include the payments for toll fare charges but exclude any vehicle entrance fees (unless stated otherwise in quotation), it however does not include unexpected cross border road usage fees and unexpected cross border toll charges.

INDEMNITY

Jurisdiction

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

The service provider will under no circumstances be liable for any indirect and/or consequential loss or damage unless such loss or damage was caused due to the negligence of the service provider. The liability of the service provider in the circumstances will be limited to the invoice price.

The service provider shall not be responsible for the consequences of any delays caused due to cause beyond the service provider reasonable control and occurring without its fault or negligence.

The service provider accepts no responsibility for loss or damage to luggage or personal property from whatsoever causes arising unless such loss or damage was caused due to the negligence of the service provider.

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

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