

2024 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 None withstanding point 1.1, Hylton Ross Tours reserves the right to change the vehicle size(s) of a booking, based on operational capacity. The change in vehicle(s) will not affect the cost of the booking.
- 1.3 Hylton Ross Tours 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 Hylton Ross Tours' own vehicle in comfort and reliability.
 - If Hylton Ross Tours 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 Hylton Ross Tours, from the point where the sub-hired vehicle takes over the trip.
 - In the event of Hylton Ross 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 Hylton Ross Tours.
 - 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 Hylton Ross Tours 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.
- 1.4 Quotations are always in South African Rand and are valid for up to 30 days.
- 1.5 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 Hylton Ross Tours.
- 1.6 A booking will only be confirmed by Hylton Ross Tours, upon the receipt of an official email instruction. Once a booking had been confirmed, the Hirer will receive a booking confirmation/proforma invoice.

- 1.7 Acceptance of a quotation will be regarded as an acceptance of Hylton Ross Tours Conditions of Hire and Carriage, having been read and understood.
- 1.8 No booking is confirmed until the Hirer received written confirmation from Hylton Ross Tours.
- 1.9 Verbal quotes are an estimation, to be used as a guideline only. Hylton Ross Tours will not be bound by any verbal quotation provided.

2. CANCELLATION POLICY

- 2.1 This agreement cannot be cancelled, except by agreement between Hylton Ross Tours and the Hirer. The Hirer accepts that these cancellation terms are reasonable and fair. Hylton Ross Tours shall be at liberty in its discretion, to charge the hiring charge of a cancellation fee or any percentage thereof at:
 - **10% of tariff** = 30 days before commencement of service
 - **25% of tariff** = 14 - 29 days before commencement of services
 - **50% of tariff** = 2 - 13 days before commencement of services
 - **100% of tariff** = a day before or on the day when service commences
- 2.2 Scheduled day tours must be cancelled at least 48 hours prior to departure to avoid cancellation fees. If Hylton Ross Tours has already paid third party suppliers, this amount will not be refunded.
- 2.2 There are no refunds for Robben Island tickets, Garden Route tours, and Journey-through-Kruger two-night safaris.

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.

4. DRIVERS MEALS AND ACCOMMODATION

- 4.1 The Hirer must supply the driver with three meals a day on any overland service, when the driver does not return to his/her home at the end of the day.
- 4.2 For local services, when the driver sleeps at home, he/she is entitled to meals on the following basis:
- **Transfers, half days or regular full days** – no meals.
 - **Full day plus dinner** – either dinner with group, or a dinner allowance specified by Hylton Ross Tours.
 - **Stand-alone dinners** – either dinner with group, or a dinner allowance specified by Hylton Ross Tours.
- 4.3 Drivers must have a separate room with on suite facilities on overland trips, when the driver does not return home at the end of a day.

5. 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:

- 5.1 Smoking is strictly prohibited on all vehicles.
- 5.2 The drinking of red wine, and the drinking or eating of any dairy products, are not permitted on all vehicles.
- 5.3 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.
- 5.4 Passengers are required by South African law to wear the safety belts. They must always remain seated when the vehicle is in motion.
- 5.5 No unauthorised passengers are allowed on the vehicle during the tour.
- 5.6 Air vents and air conditioners are to be operated according to the specifications.
- 5.7 Sun blinds are to be released gently where fitted.
- 5.8 No heavy and/or sharp objects are to be stored in the overhead parcel racks.
- 5.9 No feet are allowed to be placed on the seats and dashboard.
- 5.10 No objects are allowed to be placed against the outside of the coach.

- 5.11 Passengers are not to leave any personal belongings in the coach.
- 5.12 Drivers and guides are to use cell phones for emergencies only.
- 5.13 Passenger may not board or disembark a vehicle whilst it is moving. Movement whilst the vehicle is in motion must be limited to emergencies.
- 5.14 No vehicle is authorised to travel on gravel or dirt roads, unless proper prior authorisation has been given by Hylton Ross Tours' 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.
- 5.15 No extra services will be operated, other than those specified in the official Itinerary, or unless Hylton Ross Tours management has given proper prior authorisation in writing to the driver.
- 5.16 The coach shall be kept clean at all times. Passengers will be held responsible for the cleanliness of the coach.
- 5.17 Passengers must be aware of where emergency exits and fire extinguishers are located.
- 5.18 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.

6. COMMISSION, TIPS AND SALE OF SOFT DRINKS

Hylton Ross Tours 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.

7. 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. Hylton Ross Tours does not allow any sign writing on our vehicles.

8. PASSENGER LUGGAGE AND PERSONAL EFFECTS

- 8.1 Baggage and personal belongings are carried entirely at owner's risk. Hylton Ross Tours shall not be liable for any loss of- or damage to luggage or personal belongings, in any manner, whatsoever. Passengers must take out travel insurance for the purpose of recovering such losses.

- 8.2 Hylton Ross Tours shall also not be liable for any loss or damage related to the passengers arising from the delay, sickness, injury, and/or death of any passenger (including the costs involved for missing flights).
- 8.3 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 Hylton Ross 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.

9. PAYMENT

All payments for services rendered by Hylton Ross Tours 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.

10. RIGHT TO DECLINE

Hylton Ross Tours reserves the right to decline-, stop execution of- or complete any service, should the Hirer fail to strictly adhere to- and comply with all the above conditions. Such rights, when exercised by Hylton Ross Tours, shall be without prejudice to its rights to claim damages or other specific relief from the Hirer.

11. RIGHT TO KEEP VEHICLES OVER-NIGHT

- 11.1 If a client did not book an empty leg to- or from a destination for an overland trip, Hylton Ross Tours reserve the right to keep our vehicle overnight at any destination of our choosing, for any length of time, without any obligation towards a guide/group leader regarding accommodation, meals and other related expenses.
- 11.2 Hylton Ross Tours reserves the right to keep our vehicle overnight at the destination of our choosing, but when a client books an empty leg, Hylton Ross Tours would carry the expense of getting the guide/group leader to their destination, by means of the transportation type of our choice.

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. CHILDREN AND RESTRICTIONS

- 13.1 All children must be accompanied by an adult. Hylton Ross Tours do not take responsibility for the supervision of children travelling on our vehicles.

- 13.2 In respect of Local Day Tours, children 12 years and older shall pay the full adult rate.
- 13.3 Children under 12 years qualify for a 50% discount. This is subject to the terms of third-party service suppliers.
- 13.4 The need for baby- or children's seats must be pre-arranged, but Hylton Ross Tours cannot guarantee the availability thereof.
- 13.5 Certain tours have age restrictions. Please check, when booking a tour, whether your children are permitted on that tour.
- 13.6 Entrance fees charged by third party service providers may be charged for children. Please refer to brochure or our website, www.hyltonross.co.za for age restrictions on certain tours.
- 13.7 We cannot guarantee the availability of third-party operators.
- 13.8 Hylton Ross Tours reserves the right to terminate tour services if children are not behaving properly or causing disturbance.
- 13.9 Children under 8 years are only permitted on game drives on a private tour, and on certain tours, at the discretion of Hylton Ross Tours and third-party service providers.
- 13.10 Certain tours operate with a minimum number of people. Kindly refer to our brochure or website, www.hyltonross.co.za for details.
- 13.11 Please note that we cannot guarantee any specific animal sightings or interaction with animals, as these animals are all in their natural habitat and wild. This also applies to any tour where we advertise interaction with animals in conservation projects.
- 13.12 We reserve the right to utilise the services of an alternative service provider. Pick up and drop off for all tours are free from certain central areas. Please check when booking tours if your pickup and drop off point are free of charge.

14. TIME KEEPING AND ITINERARY AMENDMENTS

- 14.1 Hylton Ross 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 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.

- 14.2 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.
- 14.3 The Hirer indemnifies Hylton Ross Tours 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.
- 14.4 Should the fulfilment of any journey be rendered impossible, illegal, or in the opinion of Hylton Ross Tours inadvisable for any reasonable cause, Hylton Ross Tours 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 Hylton Ross Tours may think fit, in its sole and absolute discretion.
- 14.5 Hylton Ross Tours may change drivers and/or vehicles en route or use public transportation to convey passengers as they see fit, at their sole discretion.
- 14.6 If the Hirer fails to inform Hylton Ross Tours of any change to their itinerary that incurs extra expenses, the Hirer will be held responsible for all costs in relation thereto.

15. TOLL AND FARE DUTIES

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

16. INDEMNITY

- 16.1 Hylton Ross 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:
 - any defect in the vehicle arising from the Hirer using the vehicle
 - any incident involving luggage
 - property stolen from the vehicle and/or damaged while left in the vehicle during stops or after its return to Hylton Ross Tours
 - unforeseen changes in conditions that affects the itinerary due to matters out of our control, such as the weather, riots, road closures, etc.
 - unforeseen traffic delays
- 16.2 The provisions of the clause are stipulated for the benefit of Hylton Ross Tours, its service suppliers, agents, nominees and sub-contractors, who are exempted accordingly.
- 16.3 In arranging supplement services to the Hirer, except for hiring of a vehicle, Hylton Ross Tours only acts as an agent for the Hirer. Hylton Ross Tours cannot be held liable for any act of neglect or default that might occur of any kind.

17. GOVERNING LAW

These conditions, and the relationship between Hylton Ross Tours 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 Tours 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.

18. CODE OF PRACTISE

- 18.1 Hylton Ross Tours will comply with all national- and regional provisions and regulations of the Transportation Board.
- 18.2 Hylton Ross Tours will use only drivers with valid PrDP's and correct driving codes.
- 18.3 Hylton Ross Tours will use only registered guides, with valid PrDP's and correct driving codes.
- 18.4 Hylton Ross Tours will only use vehicles that are registered and has correct/valid transport permit documents.

19. HEALTH AND SAFETY

- 19.1 SAFETY: Hylton Ross Tours 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
 - Basic first aid kit
 - 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
- 19.2 COMFORT: Hylton Ross Tours 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.
- 19.3 RELIABILITY: Hylton Ross Tours' 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.

19.4 Hylton Ross Tours undertake to adhere to all government regulations pertaining to health risks, such as during the COVID-19 pandemic. Protocols will be strictly followed to ensure the safety of our passengers.

20. VEHICLE MAINTENANCE

The following is applicable:

- 20.1 Drivers conduct a pre-departure inspection before every trip.
- 20.2 A 2½-hour workshop inspection is carried out on every vehicle that is likely to travel 3 000 km or more, or travel overland.
- 20.3 Other vehicles undergo workshop safety checks every 2 weeks.
- 20.4 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.
- 20.5 Only new tyres that comply with SABS regulations may be fitted on our vehicles. Tread patterns are carefully monitored.
- 20.6 Spare wheels have a minimum of 8 mm tread on coaches and 6 mm on smaller vehicles.
- 20.7 A Certificate of Fitness (COF) service is conducted every 6 months at a certified testing station.

21. LUGGAGE AND PORTERAGE

- 21.1 Luggage is limited to 1 suitcase per person and a suitcase must not exceed 20kg. The company will not accept any responsibility in respect of such baggage.
- 21.2 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.
- 21.3 Clients are responsible for portage fees, unless explicitly specified in the booking.

22. DISPUTES

Hylton Ross Tours 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 Hylton Ross Tours has made, they should contact the telephone numbers provided whilst they are in South Africa. Hylton Ross Tours cannot accept any liability in respect of any complaint that is not reported to us within 6 weeks from client's first arrival date.