



TERMS AND CONDITIONS OF BUS HIRE

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 Client to confirm the acceptance with the least possible delay.
- 1.2 Quotations are always in Namibian Dollar (N\$) and are valid for up to 30 days.
- 1.3 An acceptance of the quotation will be regarded as an acceptance of Namib Contract Haulage conditions of Hire and Carriage which are confirmed to have been read and understood.
- 1.4 Confirmation of services will only be processed and confirmed by Namib Contract Haulage once an acceptance of an official order in return from the Client, is received by Namib Contract Haulage. No bookings will be made unless the acceptance form is duly signed and dated, sent back to Namib Contract Haulage accompanied by a proof of payment of the 10% deposit that is required.

2. CANCELLATION POLICY

Only mutual agreement between Namib Contract Haulage and the Client enables cancellation. Namib Contract Haulage 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 – on all cancellations as an administration fee;
- 2.2 100% of the tariff - within 24 hours prior to the departure date and should the coach have been dispatched for service already.

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

3. TARIFFS

Costs for transport hire shall be calculated on the itinerary provided by the Client and quotations are available on request.

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

4. COACH RULES AND REGULATIONS

A Coach Driver shall at all times be responsible for adherence to the following rules and regulations, and the Client 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 Animals are strictly prohibited on all coaches
- 4.2 Smoking is strictly prohibited on all coaches;



- 4.3 The drinking of alcoholic beverages is prohibited on all coaches;
- 4.4 The Client 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 requested to wear the safety belts where fitted.
- 4.6 All facilities on-board are to be operated according to the specifications;
- 4.7 Only soft sided items weighting less than 7kg are stored in the overhead compartments;
- 4.8 No feet are allowed to be placed on the seats and dashboard;
- 4.9 Passengers are not to leave any personal belongings in the coach;
- 4.10 Drivers are to use cell phones for emergencies only;
- 4.11 No passenger is allowed to board or disembark the coach whilst it is in motion and movement whilst in motion should be limited to emergencies only;
- 4.12 No vehicle is authorized to travel on gravel or dirt roads unless proper prior authorization has been given to the driver by Namib Contract Haulage;
- 4.13 No extra services will be operated other than those specified in the official itinerary or unless Namib Contract Haulage management has given proper prior authorization in writing to the driver;
- 4.14 The coach shall be kept clean at all times. Passengers will be held responsible for the cleanliness of the coach;
- 4.15 Passengers are to make themselves aware of the emergency exits, and the placement of the fire extinguisher;
- 4.16 Vehicles are not allowed to drive after sunset without proper prior authorisation.

5. DRIVER MEALS & ACCOMMODATION

- The Client must supply the driver with three meals a day when not returning to his base or as specified by Namib Contract Haulage.
- Drivers are entitled to a separate/shared 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 – Refreshments and No meals
 - Full day – Lunch and Refreshments
 - Full day plus dinners – Dinner with group or a dinner allowance
 - Stand-alone dinners – Dinner with group or a dinner allowance

6. COMMISSION & TIPS

Namib Contract Haulage dissociates itself from the involvement in payment of any commission and/or tips to coach drivers and assumes no responsibility in this regard in any manner whatsoever.

7. DAMAGE CAUSED TO VEHICLES

The Client will be responsible for any loss or damage caused to the vehicle, its fittings or equipment by the negligence of any passenger. Namib Contract Haulage does not allow any sign writing on their vehicles.



8. PASSENGER LUGGAGE AND PERSONAL EFFECTS

Baggage and personal belongings are carried entirely at owner's risk. Namib Contract Haulage 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 on any trailer attached thereto weapons, explosives or items which are, in the sole opinion of Namib Contract Haulage, 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

- 9.1 A 10% deposit is payable on acceptance of the quotation. No bookings will be made unless the acceptance form is duly signed and dated, sent back to Namib Contract Haulage by email accompanied by a proof of payment of the 10% deposit that is required.
- 9.2 All payments for services rendered by Namib Contract Haulage must be paid in full by the Client, 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.
- 9.3 Payments can be made by means of electronically transfer or cash deposit. No cheque payments are accepted.

10. NAMIB CONTRACT HAULAGE RIGHT TO DECLINE

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

11. NAMIB CONTRACT HAULAGE RIGHT TO SUB-CONTRACT

Namib Contract Haulage 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 Namib Contract Haulage own vehicle in comfort and reliability. If Namib Contract Haulage does not acquire such a vehicle, it remains the Client's right to obtain a vehicle, which conforms to its own standard, and for Client's own cost.

It shall be deemed that the Client and the owner of the substituted vehicle will enter into a contract of hire and carriage amongst themselves.



12. TIME KEEPING AND AMENDMENTS

- 12.1 Namib Contract Haulage 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.
- 12.2 The Client will secure a detailed itinerary on date of quotation, highlighting all departure and arrival times, venues and 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 Client indemnifies Namib Contract Haulage 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.
- 12.3 Should the fulfilment of any journey be rendered impossible, illegal or in the reasonable opinion of Namib Contract Haulage inadvisable for any reasonable cause, Namib Contract Haulage 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 Namib Contract Haulage may think fit in its sole and absolute discretion, or change drivers and/or vehicles and route or use public transportation to convey passengers.
- 12.4 If the Client fails to inform Namib Contract Haulage of any change to their itinerary that caused extra expenses the Client will be held responsible for all costs in relation thereto.

13. TOLL AND FARE DUTIES

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

14. INDEMNITY

- 14.1 Namib Contract Haulage 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 Client or any other party due to and/or arising from any defect in the Vehicle and/or arising from the use by the Client 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 Namib Contract Haulage
- 14.2 The provisions of the clause are stipulated for the benefit of Namib Contract Haulage, its servants, agents, nominees and sub-contractors who are exempted accordingly.
- 14.3 In arranging supplement services to the Client except for hiring of a vehicle, Namib Contract Haulage only acts as an agent for the Client. Namib Contract Haulage undertakes no liability, for any act of neglect or default that might occur of any kind.



15. GOVERNING LAW

These conditions and the relationship between Namib Contract Haulage and the Client are governed by the Laws of Namibia and the Client consents to the exclusive jurisdiction of the Namibian Courts. Namib Contract Haulage 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.

16. CODE OF PRACTISE

16.1 Registered Drivers and Vehicles

- Namib Contract Haulage will comply with all national and/or regional provisions and regulations relating to the provision of the Transportation Board. Namib Contract Haulage will use only Drivers with valid PDP's and correct driving codes. Namib Contract Haulage will further more only make use of drivers currently employed by Namib Contract Haulage. No other person other than the designated driver will be permitted to operate the vehicle for any reason what so ever. Failure to comply with this regulation will be sufficient reason for Namib Contract Haulage to cancel the trip immediately without notice and without arranging alternative transport and the Client will not be entitled to any refund in such an event.
- Namib Contract Haulage will only use vehicles that are registered and with correct/valid transport permits. It is a condition of the Board of Transport Regulations that a contract be submitted when applying for the Transport of Employees of a certain company. If Namib Contract Haulage cannot apply for such permit as a result of the absence of a contract Namib Contract Haulage cannot be held liable for any fines incurred as a result.

16.2 Reliability

A Representative of the Client must inspect the bus prior to departure, to ensure everything is in working order. Should anything fail whilst the Coach is on the trip, a replacement coach will not be provided.

In the event of an emergency situation, a replacement vehicle shall be supplied as soon as reasonably possible to continue with the service. The situation shall be assessed and management shall have the last say to what will be regarded as an emergency situation.

Namib Contract Haulage has technical standby available in case of breakdown or necessary repairs.

17. DISPUTES

Namib Contract Haulage would prefer to have the opportunity of improving the client's quality of stay rather than satisfying any disappointments upon their return home. If clients are dissatisfied with any of the arrangements that Namib Contract Haulage have made, they should contact the telephone numbers provided. Namib Contract Haulage cannot accept any liability in respect of any complaint that is not reported to us within 24 hours from client's first arrival date.

18. VAT

All rates are inclusive of 15% VAT and only calculated on the Vat-able portion of the package.