

# ElJoSa

## Travel & Tours



ElJoSa Travel & Tours (PTY) LTD (2016/392192/07)

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Website: [www.eljosa.co.za](http://www.eljosa.co.za)

## TERMS AND CONDITIONS

1. Quotations:
  - 1.1. All quotations are valid for 30 days, prices & availability are subject to change
  - 1.2. After such period the Company may at its absolute discretion vary the price in the cost of fuel or any other increased costs to the Hirer, in which event a new quotation will be provided to the Customer, and previous quotations will be deemed null and void.
  - 1.3. Where an obvious error has occurred with the quoted/accepted price, we reserve the right to advise the customer of the error and provide an amended price for the journey and void the booking confirmed or accepted.
  - 1.4. On request the Company can provide a photograph of the type of vehicle being supplied. In this case the photograph supplied is illustrative only and may be a different make/model with different spec and appearance to that actually supplied to the booking.
2. Booking Confirmations and Amendments:
  - 2.1. It is the responsibility of the Customer to check the Booking Confirmation, once received, for its accuracy and completeness, any discrepancies found in the Booking Confirmation should be communicated to the Company as a matter of urgency.
  - 2.2. If the Customer requires to amend a Booking, the amendment will only be considered as implemented when the Customer has it confirmed in writing and the Company has acknowledged said amendment with a new Booking Confirmation. If an updated Booking Confirmation has not been received by the Customer with the updated details the Customer will be subject to the terms of the original Booking Confirmation. No amendment can be agreed with the Driver and the Driver does not have the authority to bind the Company in any manner whatsoever.
  - 2.3. It is the Customer's responsibility to ensure that all trip details are complete and correct and at no time should verbal amendments be considered as confirmation of a change to an existing booking. The Company cannot be held responsible for any delays in arrival at a destination caused by traffic problems and/or adverse weather conditions and these factors should be taken into account by the Customer when requesting a collection time when making a booking.
  - 2.4. The company reserves the right to supply a larger coach than that ordered for any journey and in this event no additional charge shall be made to the hirer unless the additional seating capacity is utilized. If you must have the size of vehicle you requested, please let us know at the time of booking as this may affect your quote.
3. Cancellation
  - 3.1. All requests for cancellations must be made in writing. For the avoidance of doubt, in the event of cancellation by the Hirer.
  - 3.2. Should the Hirer wish to cancel a booking the following terms and charges shall apply.
    - i. **7 -14 days' notice before the initial date of travel – 50% cancellation fee will apply**
    - ii. **Less than 24 hours (7 days) notice before the initial date of travel - all monies will be forfeited to the company and the full value of the trip will be due.**
  - 3.3. In the event of cancellation by the hirer any charges for credit or debit card processing, bank transfers, international currency exchange or other processing fees paid by the hirer are non-refundable, and the company reserves the right to charge for any such fees or expenditure incurred in making a refund to the customer and deduct such costs
  - 3.4. Should the Customer not have paid the amount set out above at the time of cancellation the balance shall become due immediately and shall be a debt owed to the Company.
4. Use of Coach & Additional Charges:
  - 4.1. According to the National Road Transport Act, ELJOSA MUST BE IN POSSESSION OF A PASSENGER NAME LIST. It is the responsibility of the Client to provide ElJoSa with such a list.
  - 4.2. **No vehicle is authorised to travel on gravel or dirt roads unless proper prior authorisation has been given in writing to the driver by ElJoSa. The client needs to be honest and forthcoming regarding any such roads travelled. ElJoSa has the full right to stop any journey, should the driver or company deem the infrastructure as unsafe and damaging towards our property/ coaches, without being liable for any cost it may incur to said client.**
  - 4.3. The hirer cannot assume the use of the vehicle between outward and return journeys, nor that it will remain at the destination of the hirer's use unless this has been agreed with the company in advance.
  - 4.4. It is the customers responsibility to confirm with ElJoSa the format of CD/DVD/USB of the coach allocated

- 4.5. Should the Customer be late for any pickup as set out in the Booking Confirmation the Customer will be liable for any additional costs incurred by the Company in providing the Service including, without limitation, the costs of obtaining a replacement vehicle if the original becomes unavailable, obtaining additional Drivers and any extra mileage costs.
  - 4.6. Unless the Hirer has advised of a particular route and specified it at the time of booking, the route taken will be entirely at the discretion of the Company or Driver according to road, traffic, and weather conditions at the time of travel. The vehicle will depart at the times agreed by the Hirer at the time of the Booking Confirmation
  - 4.7. No standing passengers allowed. All children, no matter what age, must occupy a seat, baby seats and booster seats must be provided by the child's parent/carer. Drivers will not carry any extra passengers over the seating capacity of the vehicle.
  - 4.8. The hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the Company. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours and duty time. If any breach is likely to occur, the hirer will be responsible for any additional costs incurred unless it is outside the control of the hirer.
  - 4.9. The company reserve the right to impose additional charges on the hirer following completion of the hire if the passengers have left the vehicle in an unreasonably untidy condition or having required additional time or mileage which was not included for in the original booking.
5. Sub-hire
- 5.1. ElJoSa reserves the right to subcontract another operator to perform the hire or to supply replacement vehicles with the same specifications and number of seats, as agreed upon in the confirmation.
6. Property
- 6.1. All passenger luggage to be clearly marked with the passenger's full name and surname – identification tag.
  - 6.2. Whilst the Company will take all reasonable care with passenger's property it cannot accept liability for any damage to, or loss of that property being carried on the vehicle and the Company strongly recommends that no valuables should be left on the vehicle at any time, even if that vehicle is locked.
  - 6.3. Nor can the Company accept responsibility for any loss of or damage to property left on the vehicle after hire. Property found on the vehicle after hire will be held at the vehicle operating base for a maximum period of 30 days. It is the Hirers' or the passenger's responsibility to collect the property and any costs incurred to collect the property are to be borne by the Hirer or passenger. Property is to be collected at a time agreed by the Company and the Hirer or passenger.
7. Passenger Conduct
- 7.1. It is incumbent upon the Hirer and the Hirer's party to behave in a proper manner for the duration of their journey. The Driver is responsible for the safety of the vehicle and as such may refuse to allow a passenger or passengers to board the vehicle or eject them from the vehicle if, in his sole discretion, he considers them unfit to travel for whatever reason (for example, being intoxicated, aggressive or abusive). The Driver may refuse to continue a journey if, in his sole discretion, he considers any passenger to be behaving in such a way as may compromise the safety of other persons, the contents of the vehicle or the vehicle itself.
  - 7.2. In such event, at the Driver's sole discretion, the journey may continue once the passenger or passengers have been removed from the vehicle but should passenger conduct result in summary termination of the journey, the Company reserves the right to cancel any other parts of a booking, and in such circumstances the forfeiture of any monies paid, and no claims for compensation or refund in either whole or part shall be entertained.
  - 7.3. Any damage caused to the vehicle by the Hirer or any of the passengers shall be the responsibility of the Hirer and the Hirer shall be liable for all costs related thereto.

**Please sign to confirm acknowledgement of the above and email back to us.  
Thank you!**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

**Banking Details: NEDBANK Branch code: 118602 Account: 1186103876**

**Directors: L. Fouché (CEO), D.B. Meyer, J.H. Dammert**