



Black Pearl Coach Charters and Tours
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TERMS AND CONDITIONS OF HIRE

These conditions apply whether a contract has been made verbally or in writing.

1. Quotations are per coach and subject to availability.
2. Quotations are only valid for 30 days, unless otherwise notified. It is, therefore, in the interest of the Hirer to confirm the acceptance with the least possible delay.
3. Black Pearl Coach Charters reserves the right to adjust prices due to fluctuations in the price of diesel and rates.
4. **FULL PAYMENT IS DUE BEFORE DEPARTURE******* (unless credit facilities are agreed upon in which case the agreed credit terms and conditions would be applicable).
5. Driver's meals and accommodation (single room/s) are for client's account.
6. Smoking and consumption of alcoholic beverages on the vehicles will not be allowed.
7. The quoted price includes the use of a driver, fuel, toll expenses, and full comprehensive public liability insurance.
8. Black Pearl Coach Charter will not be responsible for the damages/ Lost luggage.
9. Passengers are responsible for their own personal medical insurance.
10. Any damage caused to the coach by the passenger or equipment will be claimed from the hirer.
11. **VEHICLES MIGHT BE SUB HIRED WHEN REQUIRED.**

TIMEKEEPING AND TOUR AMENDMENTS

1. Black Pearl Coach Charter and Tours reserves the right to levy additional charges for further mileage or time to that agreed. The vehicle will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all passengers at those times. Black Pearl Coach Charter and Tours will not accept liability for any losses incurred by passengers who fail to follow instructions given by the hirer. Whilst every effort will be made to avoid known holdups, Black Pearl Coach Charter and Tours will not accept any liability for the consequences of delays to journey times as a result of road closures, traffic conditions, breakdown, weather or third-party services.
2. Black Pearl Coach Charters and 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 way, whatsoever, for any total or partial failure to perform the contract 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.

3. 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 coordination with other modes of transport on arrival times at destinations and venues. The Hirer indemnifies Black Pearl 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 fulfilment of any journey be rendered impossible, illegal or in the opinion of Black Pearl inadvisable for any reasonable cause, Black Pearl 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 Black Pearl may think fit or change drivers and/or vehicles enroute or use public transportation to convey passengers.

TOLL AND FARE DUTIES

1. The quotation does include the payments for toll fare charges but exclude any vehicle entrance fees.

INDEMNITY

1. Jurisdiction This Agreement is governed by South African Law and subject to South African jurisdiction.
2. Black Pearl will under no circumstances be liable for any indirect and/or consequential loss or damages, unless such loss or damages was caused due to the negligence of Black Pearl. The liability of Black Pearl in the aforementioned circumstances will be limited to the invoice price.
2. Black Pearl shall not be responsible for the consequences of any delays caused due to causes beyond Black Pearls' reasonable control and occurring without its fault or negligence.
3. Black Pearl accepts no responsibility for loss or damage to luggage or personal property from whatsoever causes arising, unless such loss or damages was caused due to the negligence of Black Pearl.
4. The provisions of this clause are stipulated for the benefit of Black Pearl, its servants, agents, nominees and sub-contractors who are exempted accordingly.
5. This document replaces and supersedes any previous conditions of hire and carriage.
6. Complaints Should you have any problems or complaints, it is essential that you notify the driver immediately. If you then remain of the opinion it has not been dealt with satisfactorily, you should notify our office in writing no later than 7 days after your scheduled return.

Refund and Cancellation Policy

This agreement cannot be cancelled except by mutual agreement between Black Pearl Coach Charters and Tours and the Hirer. Black Pearl shall be at liberty in its discretion to charge the hiring charge of a cancellation fee or any percentage thereof at:

20% of the tariff	Within two weeks (14 days) prior to the departure date
50% of the tariff	Within two weeks (7 days) prior to the departure date
100% of the tariff	Within two weeks (24hrs) prior to the departure date

1. If any additional items have already been purchased by Black Pearl Coach Charters and Tours at the request of the hirer, e.g., permits, accommodation, meals, parking, tickets, etc. the cost will be charged to the hirer, plus any administration charges incurred by the company.
2. The payment of bank fees for credit card payments and/or bank transfers are the responsibility of the hirer and are strictly non-refundable.
3. In the case of death or serious illness, special cancellation and refund terms can be negotiated if Black Pearl is presented with an officially approved death/sickness certificate.
4. In case of any Refunds, the hirer will get a credit note which will be adjusted in future bookings.
5. If the hirer needs the refunds to be processed in the bank account, it will be actioned within three weeks after receiving a written email request from the hirer. In some cases, it might take a few more days depending on the case.
6. In cases of cancellation/postponement of the confirmed booking due to Covid Restrictions or any other natural calamity, it will be determined on a case-to-case basis & only a credit note shall be provided by Black Pearl. However, if the hirer would like to cancel the trip, the cancellation policy shall apply, and the balance will be refunded to the bank account of the hirer.