



## TERMS AND CONDITIONS OF SERVICE

### GENERAL TERMS:

The rates are quoted in South African Rands, VAT exempt & subject to change.

Vehicles are subject to availability at the time of accepting the quotation.

Strictly no overloading of vehicles allowed.

Strictly no smoking in the vehicles allowed.

Drinking and eating in the vehicles by prior arrangement only. Please note however that in the event of spillages or soiling of the interior, valet fees will be raised and will be payable on presentation of invoice.

Not all vehicle types will be approved for food or drinks even by prior arrangement.

Transfer rates are quoted for collection from one pick up point to one drop off point only. If multiple pick up/drop off points are required – this would be quoted as a chauffeur drive service.

Rates exclude parking, entrance fees, driver meals and accommodation unless indicated otherwise on the quotation.

A luggage trailer is available with certain vehicle types and are available on request, subject to availability, and quoted for separately. It is the client's responsibility to advise whether a standard luggage trailer or XL luggage trailer will be required based on the luggage they will be traveling with.

Baby or child booster seats are available on request, subject to availability, and quoted for separately.

An after-hours surcharge of R100 will be billed for services where the collection time is between 20h01-05h59, or where services are rendered on a weekend or public holiday.

For standard transfers, additional hours after the reserved collection time: R400 / Hour or part thereof. This is applied after the first 15 minutes waiting time or in the event the vehicle has been dispatched and the client amends the collection time to later.

For luxury vehicle transfers, additional hours after the reserved collection time: R900 / Hour or part thereof. This is applied after the first 15 minutes waiting time or in the event the vehicle has been dispatched and the client amends the collection time to later.

Additional kilometres: R18.50 per kilometre is applied for standard chauffeur drive services and R20.50 per kilometre for luxury chauffeur drive services where the actual kilometres exceed the quoted inclusive amount. E.g., where the client has requested for additional movements or a change in drop off / collection which may not have been originally provided for on the itinerary, or the itinerary provided by the Client was incomplete before the services took place. Coach hire additional kilometres will be billable at the rate prescribed by the preferred Supplier Partner.



Chauffeur Drive hours stipulated on the quotation and where the driver remains with the Client, are consecutive hours, may not be broken and are calculated from the point of dispatch and return to the dispatch.

Services listed as 'Exclusions' will be quoted on request and billed accordingly on acceptance of the quotation (refer to the notes provided in the quotation).

#### **PAYMENT TERMS:**

An invoice will be generated on written acceptance of the quotation.

Payment is required in full on presentation of invoice to confirm the booking.

On receipt of payment a booking confirmation will be issued. Driver details will be issued via whatsapp to the nominated contact within 8 hours of the service/s taking place.

Additional services or charges not already quoted for but incurred during the service, will be invoiced after the service has been rendered and become due and payable on presentation of the invoice. Rubix reserves the right to hand over for collection all monies due and payable for additional services, after reasonable efforts have been made to collect said monies. All associated collection costs will be added to the outstanding amounts by our nominated agents, Balance Due and all dealings to settle outstanding accounts will then revert to Balance Due.

Cash deposits will levy bank fees, and these will be billed back to the Client.

Credit Card Payments and 'Sage Pay Now' Instant EFT will attract an additional fee of 3.5% of the total bill and these will be billed back to the Client. To avoid incurring these fees we urge you to pay via direct EFT using the Rubix Bank Details reflected on the invoice.

International Payments will levy a minimum of R350 bank fee or 5% of the invoiced amount whichever is the higher amount, and will be payable by the Client in advance prior to rendering the Services. The Client is to inform Rubix upfront of an international payment as failure to do so may incur additional fees. All International payments are to be received in advance of the date of Service reserved.

Where a client requests changes to their service requirements after bookings have been confirmed and payments made, which results in a lesser service amount as originally reserved, the difference will be held as a credit towards a future booking. Should a client request a refund of the difference, the agreed refund will attract a processing fee of R250 to cover bank charges.

#### **STANDARD CANCELLATION TERMS (excludes Coach Hire Services):**

If cancelled more than 2 business days (defined as a Monday to Friday) prior to pre-reserved services:

- with a pre-payment, an processing fee of R250 (if paid via direct EFT) or 3.5% of the service fee (if paid via Sage Pay Now) will apply and the balance of the fees will be refunded to the client.

A 15% cancellation fee will apply, of the pre-reserved service, if cancelled less than 2 business days (defined as a Monday to Friday).

100% cancellation fee will apply in the case of a same day cancellation or no show.



Any cancellation due to any travel regulations or travel bans imposed on South Africa, the Client will be given a credit to the value of the existing pre-reserved services for use within a 6 (six) month period preceding the pre-reserved service date. Thereafter the fees will be forfeited should the client not travel.

Cancellation fees / terms may differ dependent on vehicle size / time of year / special events etc – these terms will be indicated in the body of the quotation and will override the standard cancellation terms listed here.

Where a preferred Supplier Partner is required to be hired to render the services requested, their terms and conditions of service if different to ours will be specified on the quote, and cancellation terms will apply in conjunction with ours.

## COACH HIRE:

### PAYMENT TERMS:

Unless otherwise agreed, a non-refundable deposit of 20% of the full quoted price must be paid by the Client when accepting the quotation in writing and making the booking.

The remaining 80% must be paid in full by no later than 96 (ninety-six) hours or 4 (four) business days prior to the scheduled departure time, failing which the booking shall be cancelled, and the Client shall be held liable for a full non-cancellation fee, which is equal to the remaining amount due.

All cancellations must be in writing.

We reserve the right to charge a cancellation fee / refund at our discretion in line with our T&C's

Failure to make payment, does not constitute a cancellation of your booking & the 'non cancellation fee' (meaning the full quoted price), shall be due & payable on demand as a result of not having cancelled the booking in writing.

### CANCELLATION FEES:

- All cancellations received more than 30 (thirty) days before the scheduled departure date shall be subject to an 20% cancellation fee.
- Cancellations made 29 (twenty-nine) to 21 (twenty-one) days prior to the scheduled departure shall be subject to an 25% cancellation fee or forfeited deposit whichever is greater.
- Cancellations made 20 (twenty) to 14 (fourteen) days prior to the scheduled departure shall be subject to an 50% cancellation fee or forfeited deposit, whichever is greater.
- Cancellations made 13 (thirteen) to 4 (four) days prior to the scheduled departure shall be subject to an 75% cancellation fee or forfeited deposit, whichever is greater.
- Cancellations made 3 (three) days or less prior to the scheduled departure shall be subject to the "non-cancellation fee" i.e. 100% cancellation fee.

### NOTE:

The maximum waiting time on the return transfer is 15 minutes from the pre-booked return time, where after additional charges will be raised at R1,000/hour or part thereof. Payment will be required on presentation of invoice.



## DISCLAIMER FOR COACH HIRE / THIRD PARTY BOOKINGS – [click here](#)

### INDEMNITY CLAUSE:

Client will be responsible for any loss or damage caused to the vehicles, its fittings, or equipment by the negligence or misconduct of any passenger.

Rubix does not accept any loss or liability should the Client have provided us with the incorrect itinerary details on reservation resulting in delays or complaints from the passengers.

Rubix shall not be liable for injury to any persons involved in the loading / unloading of passengers, persons being transported, the loss or damage to baggage or any other personal possessions, including the resulting consequences of any delays, whether such loss or damages was caused directly or indirectly through fault or negligence on the part of Rubix, its drivers, agents, employees, licensees and partners.

Rubix shall not be liable for any loss or inconvenience caused by the early termination of our contracted services due to unruly behaviour and or any unforeseen circumstances outside of our control.

Rubix do not accept liability for any loss or damage caused, of whatever nature, by any failure to make advertised or perceived connections and/or transfers from one route to another or from one mode of transport and/or provider of passenger transport services to another.