

METROPOLITAN BUS SERVICE  
SPECIAL HIRE INDEMNITY/CONTRACT DECLARATION

1. The Metropolitan Bus Service requires the Hirer of any of its vehicles to sign this declaration and in so doing the Hirer:
  - i. Hereby indemnifies and holds the Metrobus harmless against any loss, claim, action, expense penalty or damage, including (without limitation) consequential, special or indirect loss, claim, action expense, breach of any provision of this agreement, misrepresentation or – negligence (except intentional misrepresentation by Metrobus), liability in delict, including but not limited to strict liability, or otherwise, whether or not based on this agreement, or any commitment undertaken or performed under or in connection with this agreement or whether arising directly or indirectly in connection with this agreement, including but not limited to any defects or malfunction or non-functioning or any nature of the buses.
  - ii. Undertakes to make good operating losses or other damage caused by the Hirer due to his/her/its negligence or willful default or of the passengers upon the bus for whom the Hirer accepts responsibility, which, without derogating from the generality thereof, shall include:
    - a. The cost of excess kilometers traveled over and above those which would have ordinarily have been covered in the normal course of events, but for supervening circumstances, the extra-over cost to be equivalent to that originally agreed as the initial cost per kilometer
    - b. The additional wages at both ordinary and overtime rates and for waiting time, as the case may be, including any subsistence allowance payable by the Council to the driver of the vehicle, such as he is entitled to in terms of the Council's Conditions of Service.
    - c. The loss of income which the Council may suffer due to the hired vehicle being out of service due to it not being returned timeously to its original point of departure or the outward bound journey, if such delay is the result of the Hirer's negligence or willful default or that of the passengers, such loss of income hereby being predetermined as the damages equivalent to the average income which the vehicle generated during its various journeys over the course of the month immediately preceding that within which the hire thereof took place, provided that if the vehicle was not fully commissioned during such preceding month then the period shall be those 30 days for which the vehicle was operational prior to the lease thereof, irrespective of any break between days.
    - d. Damages or loss of profit resulting from the Hirer canceling this agreement period to either the agreed outward or inward bound journeys being undertaken, without payment thereof having been made.
2. On signing this document, the Hirer agrees to abide by the following conditions:
  - i. The vehicle is hired for conveyance of an organized party.
  - ii. The same passengers conveyed on the forward journey shall be those to be conveyed on the return journey.
  - iii. No passengers may be picked up or set down en route to or from the destination and departure points, which, without derogating from the foregoing, shall preclude the picking up or dropping off of any passengers at their homes or any places other than the agreed departure and destination points for the forward and return journeys.
  - iv. The vehicle will operate as per the route declared by the Hirer at the time the order for the hire thereof was placed.
  - v. All hire charges shall be paid in advance, without prejudice to the Council's right to recover any additional amounts as otherwise provided for in this contract and the Hirer shall not be

entitled to any refund thereof or any part thereof, save in the case where the Council has failed to make available the transportation contracted for, or equivalent transportation, due to any act of negligence on its part, for which it can be held legally liable.

3. Furthermore, the Hirer agrees:

- i. That should he/she/it be found in contravention of the provisions of the Road Transportation Act No. 74/1977 or the National Road Traffic Act No. 93/1998 in any way, e.g. "Pirating" or causing or allowing the vehicle to be overloaded by not restricting to legal limits the number of passengers in the organized party, he/she/it shall bear all penalties imposed by the authorities in this connection.
- ii. That should willful or negligent damage be caused to the vehicle by the Hirer, any outsider third party or any person forming part of the organized party the Hirer shall be obliged to make good the costs of restoring the vehicle to its condition prior to its being dispatched on hire, the Council being obliged in turn upon receiving full compensation to cede to the Hirer its right of action against any such liable third party.

The signatory hereto, either in his/her personal capacity as Hirer, or acting on behalf of a legal entity as his/her principal, hereby accepts, agrees and binds himself/herself or his/her principal to the foregoing conditions and if acting as a representative or nominee, warrants his/her authority to sign this contract.

NAME OF HIRER: \_\_\_\_\_

ID NUMBER: \_\_\_\_\_  
PLUS A COPY OF ID DOCUMENT

ADDRESS OF HIRER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(By or on behalf of Hirer)

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICE:**  
**REFUNDS**

1. ONLY REFUND APPLICATIONS RECEIVED BY THE SPECIAL SERVICES CLERK WITHIN 7 WORKING DAYS OF DATE OF OPERATION WILL BE ACCEPTED.

**CANCELLATIONS:**

1. NO REFUND WILL BE GIVEN FOR BUSES CANCELLED ON THE DAY OF THE OPERATION.
2. ONLY 50% OF THE BUS HIRE COST WILL BE REFUNDED WHEN A BUS IS CANCELLED BY THE HIRER ONE DAY BEFORE THE DATE OF OPERATION.
3. IF A BUS OPERATION IS CANCELLED BETWEEN TWO AND FIVE WORKING DAYS BEFORE THE DATE OF OPERATION A R100,00 ADMINISTRATION FEE WILL BE CHARGED.