



**CONDITIONS OF CARRIAGE FOR EKURHULENI BUS SERVICES/HARAMBEE  
BUS RAPID TRANSPORT SYSTEM AND ANY OTHER EKURHULENI  
MUNICIPALITY OWNED TRANSPORT SERVICE**

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## **OUR OBJECTIVES**

To provide a safe, reliable, integrated world class transport system to the people of the City Ekurhuleni.

## **OUR VISION**

To move our people in a world class integrated transport system that is second to none in the world.

## **OUR MISSION**

To roll out the integrated bus rapid transport as the safe and reliable transport system throughout the City of Ekurhuleni and ultimately to connect with the integrated transport system in Gauteng.

## **OUR SLOGAN**

EBS/HARAMBEE – connecting Ekurhuleni.

## **OUR PLEDGE**

We pledge to provide: -

- (a) Reliable, comfortable and safe transport service;
- (b) Clean and affordable transport service;
- (c) Convenient operating hours;
- (d) Smart card Fare Media system which stores monetary value and can in due course be integrated with other modes of transport;
- (e) Highly trained staff who are and professional and assistive;
- (f) Transport service that caters for the diversity of the needs of the City of Ekurhuleni, including people with disabilities.

Passengers are carried subject to, and in terms of these Standard Conditions of Carriage, notwithstanding anything contained herein to the contrary.

## **1. Carrier**

The Carrier is the City of Ekurhuleni, a Municipality established in terms of Section 12(1) read with Section 14(2) of the Local Government Municipal Structures Act, Act 117 of 1998, as promulgated in notice no. 6768 of 2000, Gauteng Provincial Gazette no. 141, dated 1 October 2000, and trading as HARAMBEE/EKURHULENI BUS SERVICES or any other bus service owned by the City of Ekurhuleni.

## **2. Disclaimer**

- 2.1. All persons entering an HARAMBEE/EBS vehicle and/or property owned by HARAMBEE/EBS or under its control do so entirely at their own risk.
- 2.2. HARAMBEE/EBS, its Directors, Officials, Employees, Representatives or Agents shall not be liable (whether in contract or delict) in anyway whatsoever for loss or damage to property (including consequential loss of profits), injury, loss of life whether or not caused by the negligence of HARAMBEE/EBS, its Directors, Officials, Employees, Representatives or Agents, arising out of or connected in any way to the conveyance or non-conveyance by HARAMBEE/EBS of any passenger or person or any property of any passenger or person whether or not such property is accompanied by a passenger or not.
- 2.3. By boarding HARAMBEE/EBS buses, the passenger agrees to be bound by the terms and conditions as set out in this Conditions of carriage document.

## **3. Fare media**

- 3.1. The Fare media is proof of the agreement between the bearer or the purchaser, or the passenger and HARAMBEE/EBS. The accompanying terms and conditions are the entire agreement between the passenger and HARAMBEE/EBS.
- 3.2. The passenger on entering the HARAMBEE/EBS coach must be in possession of a valid Fare media with sufficient credit for a designated,

planned or intended trip and may be required to tap the Fare media on validators where applicable.

- 3.3. Lost or stolen Fare media may be replaced at the sole discretion of the HARAMBEE/EBS
- 3.4. It is the sole responsibility of the passenger to ensure that the correct information is contained on the Fare media.
- 3.5. Any alteration to Fare media will render it invalid.
- 3.6. Positive identification may be requested when boarding a HARAMBEE/EBS coach.
- 3.7. Only Fare media purchased from HARAMBEE/EBS or its appointed agents will be valid. Any Fare media obtained from any other place or person not being an HARAMBEE/EBS agent will be void and the bearer of such tickets shall have no claim whatsoever against HARAMBEE/EBS and/or any of its Directors, Employees, Officials, Agents, or any other person acting on behalf of or under the control of HARAMBEE/EBS for any damages whatsoever.

#### **4. Fares**

All fares are subject to a Fare structure as approved by Council and reviewed annually.

#### **5. Right of Admission**

HARAMBEE/EBS reserves the right of admission to any of its coaches and offices.

#### **6. Departure Time**

- 6.1. Whilst HARAMBEE/EBS will make all reasonable effort to keep to its scheduled timetables, HARAMBEE/EBS does not guarantee any arrival or departure times, and it does not accept any liability for any loss or damage incurred by any passenger, or inconvenience experienced by any person, due to a delay or cancellation of any service for whatsoever reason.

- 6.2. HARAMBEE/EBS reserves the right to cancel any of its services for any reason without prior notice. HARAMBEE/EBS will not be liable for any loss or damage incurred by passengers as a result of such cancellation.
- 6.3. Carriage of passengers arriving within 15 minutes prior to the scheduled departure time is not guaranteed, and the driver reserves the right to all or not to allow such passengers to get in the bus depending on the circumstances.

## **7. Payments, Cancellation and Refunds**

- 7.1. No payment by cheque will be accepted.
- 7.2. No cash payments will be acceptable on the bus, payments for purchase of tickets must be made at a HARAMBEE/EBS station or to an authorised HARAMBEE/EBS or agent
- 7.3. Cancellations must be made at the agency at which the ticket was issued, or if unable to do so, at any HARAMBEE/EBS office.
- 7.4. Any appointed agency may, at its own discretion, levy a service fee.
- 7.5. No refunds or amendments within 48 hours of the departure time of the coach will be allowed.
- 7.6. All refunds, cancellations and amendments 48 hours or more before departure are subject to an administration fee of 10% of the Fare media plus VAT.
- 7.7. In the event of any request for a refund or amendment of the original ticket purchased, proper identification must accompany such request.

## **8. Luggage**

- 8.1. Each fare paying passenger is permitted to take not more than one item of personal luggage not exceeding total volume of 80cm x 60cm x 60cm in size or total mass not exceeding 30kg on all services. HARAMBEE/EBS reserves the right to refuse carriage of any item or luggage, which does not comply with these conditions.

- 8.2. HARAMBEE/EBS reserves the right to charge an additional rate per kilogram for luggage exceeding the abovementioned limits. The kilograms as weighed by HARAMBEE's/EBS's scales will be the chargeable kilograms
- 8.3. Passengers should obtain an HARAMBEE/EBS luggage sticker when boarding, unaccompanied luggage will not be carried.
- 8.4. All passengers should ensure that their luggage is adequately insured as HARAMBEE/EBS will not be held liable for any loss in terms of 8.4 above.
- 8.5. Harmful chemicals, explosives, animals, reptiles, combustible fluids or toxic substances will not be carried.
- 8.6. No electronic equipment, fishing rods, surf boards, abnormal boxes or perishables will be carried, unless prior arrangement is made with a HARAMBEE/EBS Supervisor.
- 8.7. HARAMBEE/EBS reserves the right to refuse the carriage of luggage, goods or any person in its sole discretion.
- 8.8. HARAMBEE/EBS does not provide any insurance cover for its passengers, their property or luggage. All passengers should ensure that they are adequately insured as HARAMBEE/EBS will not be responsible whatsoever for loss or damage to passengers 'hand luggage or personal effects, property or luggage.
- 8.9. HARAMBEE/EBS will not participate in any way whatsoever in the transport of weapons or any illicit goods, money, or persons, and will co-operate in full with the authorities to combat crime.
- 8.10. HARAMBEE/EBS may in its sole discretion and without the giving of any reason, refuse the transport of any goods and no liability shall be attracted by such refusal. Passengers must at all times keep their luggage with them unless the luggage has been loaded in designated luggage areas in the bus and in that case the luggage must be marked or a tag identifying the owner be affixed on the luggage.
- 8.11. No luggage may be left unattended in HARAMBEE/EBS vehicles or premises.

## **9. On-board Entertainment**

- 9.1. HARAMBEE/EBS does not guarantee the availability of on-board video or audio material on all its coaches.
- 9.2. Broadcast of on-board audio or audio-visual material on all our coaches may include important notices and alerts (including UDAP alerts) made in the interest of its passengers.

## **10. Smoking**

11. 1 Smoking is prohibited on all the HARAMBEE/EBS coaches.

## **11. Alcohol**

- 11.2 Consumption of alcohol is strictly prohibited in HARAMBEE/EBS and HARAMBEE/EBS reserves the right to refuse conveyance of any passenger who enters the coach whilst intoxicated or appears to be intoxicated.

## **12. Assistive Animals**

Authorised and trained animals (for example guide dogs accompanying blind people) may be permitted on HARAMBEE/EBS vehicles. Assistive animals are not allowed on seats and may not block aisles and exist. Assistive animals must be under the control of their owners at all times while using the HARAMBEE/EBS.

Domestic pets which are not assistive trained animals, are not permitted on any HARAMBEE/EBS vehicles or premises.

## **13. Children**



- 13.1. Children 12 years and older pay full fare.
- 13.2. Children 3 -11 years pay a discounted fare Children younger than 3 (three) years travel free if not occupying a seat. Should more than one child under 3 (three) years old accompany the same adult, all successive children will pay the rates for 3 - 11 years' category.
- 13.3. Positive identification will be required when the Fare media is collected.
- 13.4. Children between 12 and 18 years may be allowed to travel alone. Please note that HARAMBEE/EBS shall be entitled, but not obliged, to interview any minor child or any major person without the interference of any legal guardian, parent or any other person, save for law enforcement officials in the exercise of their duties, and to do all such things it may in its sole discretion deemed necessary to prevent the trafficking of minor children or any person on any of its vehicles or premises.

#### **14. Passengers with Special Assistance**

- 14.1. Passengers with special assistance including elderly, incapacitated/disabled or other persons requiring special assistance, are conveyed on our coaches in terms of Universal Design Access Plan (UDAP).
- 14.2. Arrangements must be made with HARAMBEE/EBS prior to departure.

#### **15. Pregnant Women**

- 15.1. Women beyond the 35<sup>th</sup> week of pregnancy will not be accepted to travel on any HARAMBEE/EBS coach without a doctor's letter certifying that they are able to travel.
- 15.2. A doctor's certificate is also required for any high risk/complicated pregnancies regardless of stage of pregnancy.

#### **16. Insurance**

HARAMBEE/EBS does not provide general liability insurance cover for its passengers, their property or luggage. Therefore, all passengers should ensure that they are properly insured (including their property or luggage).

## **17. Safety and Security**

- 17.1. HARAMBEE/EBS staff are trained in Customer service and safety. They are the passengers' first point of contact should a passenger feel threatened by any person in HARAMBEE/EBS vehicles or premises.
- 17.2. While HARAMBEE/EBS will strive to ensure safety and security of its passengers, passengers are also required to treat fellow passengers with respect in our coaches and premises.
- 17.3. The principle of safety first applies across the HARAMBEE/EBS system and includes safety of all passengers and employees of the HARAMBEE/EBS.

## **18. Lost Property**

- 18.1. As much as HARAMBEE/EBS strives to provide a safe and secure service to its passengers however, all passengers remain ultimately responsible to guard after their belongings/ property whilst in HARAMBEE/EBS premises and vehicles.
- 18.2. In the event that a passenger believes he or she left his or her property in HARAMBEE/EBS vehicle or stations or premises, such passenger should contact HARAMBEE/EBS offices to enquire about the lost property.
- 18.3. HARAMBEE/EBS reserves the right to dispose of any property found in its vehicles or premises that is not collected/claimed after 30 days of being found.

## **19. General**

- 19.1. HARAMBEE/EBS reserves the right to inspect the fare media, travel documents, luggage, goods, packages and parcels of any passenger.
- 19.2. HARAMBEE/EBS reserves the right to refuse to transport or continue to transport, any passenger(s) or their luggage or goods provided that such refusal shall not result in any unfair discrimination.

- 19.3. HARAMBEE/EBS may not refuse transportation of passengers merely based on the fact that they are physically challenged.
- 19.4. HARAMBEE/EBS reserves the right to revise seat allocations without prior notice and to operate substitute vehicles of a different standard from those advertised, should operational requirements or circumstances so dictate.
- 19.5. Quotes are valid only at the time the quotation is provided, unless expressly indicated otherwise.
- 19.6. Should there be a complaint in respect of HARAMBEE/EBS, such must be lodged as soon as possible after the incident. HARAMBEE/EBS will not consider any complaints raised more than 7 14 days after the incident.
- 19.7. Passengers with special needs, including passengers with medical conditions and disabilities, are required to inform HARAMBEE/EBS before they travel with HARAMBEE/EBS.
- 19.8. Passengers requiring a wheelchair are advised to inform the sales consultant or agent upon purchase of the Fare media of such need.
- 19.9. Passengers with any medical condition, whether chronic or not, are advised to consult a medical practitioner prior to departure.
- 19.10. The wearing of seat belts is compulsory on all HARAMBEE/EBS vehicles.
- 19.11. HARAMBEE/EBS reserves the right to refuse to transport any unaccompanied minor child or major person in its sole discretion, and shall not be liable for and is indemnified against any loss or damage which may have resulted in refusal to transport the minor child.
- 19.12. Bribery is prosecutable by law, and any act relating to bribery should be reported to HARAMBEE/EBS offices or otherwise law enforcement officials.

- 19.13. The terms and conditions set out herein shall be severable of each other and the invalidity of any part of these terms and conditions shall not affect the validity of any other part.

## 20. Conditions of use

20.1. These Conditions of Use must be read in conjunction with the all other applicable laws of the Republic of South Africa including but not limited to, Control of Access to Public Premises and Vehicles Act 53 of 1985 (hereinafter referred to as Control of Control of Access Act”), National Land Transport Act (NLTA) 5 of 2009, City of Ekurhuleni Public Transport By- Laws and other relevant public transport legislation.

20.2. All HARAMBEE/EBS passengers in using the HARAMBEE/EBS services agree to be bound by these Condition of carriage upon purchase of the Fare Media and upon entering HARAMBEE/EBS premises and/or boarding HARAMBEE/EBS coaches. These Conditions of carriage will be strictly enforced in the HARAMBEE/EBS vehicles and premises in order to ensure the safety and security of all passengers and staff, and ensure the provision of a superior transport service. A breach of the Rules Conditions of carriage shall be penalized by way of a fine and/or imprisonment, in terms of the Ekurhuleni Public Transport By-law and/or the applicable legislation.

20.3. Where a person found on/in the HARAMBEE/EBS vehicle or premises commits or attempts to commit an offence contained in Schedule 1 to the Criminal Procedure Act, 51 of 1977 ("CPA") ("a Schedule 1 Offence"), in the presence of an Authorised Officer, that Authorised Officer may, in terms of section 42 of the CPA, arrest and detain such person without a warrant. Furthermore, if an Authorised Officer entertains a reasonable suspicion that a person found on/in the HARAMBEE/EBS vehicle or premises has committed a Schedule 1 Offence (including, *inter alia*, public violence; robbery; malicious injury to property; assault; theft etc), the Authorised Officer may arrest and detain the offending person, which person shall then be charged accordingly.

20.4. Littering is strictly prohibited, and Customers are strictly prohibited from disposing of waste in any place other than in the provided waste bins.

20.5. The following behaviour/conduct is strictly prohibited inside the HARAMBEE/EBS station and/or coaches:

- (a) begging for money, donations or employment;
- (b) distributing any leaflets or other promotional items;
- (c) riding a bicycle, roller-skates, rollerblades, skateboards or any similar object or machine inside a Station or HARAMBEE/EBS Vehicle;
- (d) failing to store Luggage or any other items in the correct manner and place (all Luggage to be stored in designated areas on HARAMBEE/EBS Vehicles);
- (e) soiling, littering in or damaging the HARAMBEE/EBS Premises;
- (f) spitting in or on HARAMBEE/EBS property or property belonging to another person;
- (g) gambling in, on or around the HARAMBEE/EBS vehicles or premises;
- (h) defacing any HARAMBEE/EBS property by, amongst others, writing, drawing, painting or fixing anything to or on HARAMBEE/EBS property or property belonging to another person;
- (i) behaving in a disorderly manner;
- (j) insulting, abusing or threatening fellow passengers;
- (k) where a passenger has complained about another passenger, or as directed by an Authorised Officer:
  - (a) playing music or instruments;
  - (b) talking or singing loudly and thereby disturbing other passengers;
  - (c) photographing and/or video-recording other passengers where they have objected thereto;
  - (d) behaving in an indecent or offensive manner.

- 20.6. Section 90(1)(k)(iii) of the NLTA: provides against acting in a manner that inconveniences a fellow passenger. Any informal trading must be conducted within the purview of the Informal Trading By-law, and in particular, it is strictly prohibited at a place where it, *inter alia*, obstructs access to, amongst other things, bus passenger benches and shelters, queuing lines, refuse disposal bins or other facilities intended for the use of the general public; or where it obstructs access to a vehicle or obscures any road traffic sign.
- 20.7. No person may tamper with any equipment that forms part of the HARAMBEE/EBS vehicles or premises. (b) No person may place his/her feet on the seat of a HARAMBEE/EBS Vehicle
- 20.8. (a) No person may board or alight a HARAMBEE/EBS Vehicle at a location other than a Station or Bus Stop, unless otherwise instructed by an Authorised Officer. (b) No person may board a HARAMBEE/EBS Vehicle that is already at full capacity as stated in signage in the Vehicle or as indicated by an Authorised Officer, or which is out of service.
- 20.9. Drivers of HARAMBEE/EBS Vehicles are prohibited from carrying any passenger (irrespective of whether a fare had been paid), other than HARAMBEE/EBS staff, if the bus being driven is out of service.
- 20.10. A passenger or other person on a HARAMBEE/EBS vehicle or premises must comply with any reasonable instruction given to him/her by an Authorised Officer. This may include (and is not limited to) an instruction to: (a) take a seat or to hold the rails or straps; (b) make available a space designated for passenger using wheelchairs; (c) a parent or person in charge of a child under 4 or otherwise small enough to be taken on that person's lap, to take that child onto that person's lap to make a seat.
- 20.11. Passengers may travel only with those item/s that can be carried without assistance and which can be stored on a HARAMBEE/EBS Vehicle without causing an inconvenience or discomfort to fellow Customers.

## 21. Applicable Penalties

21.1. Section 4 of the Control of Access Act: on conviction of an offence under this legislation, a person may be sentenced to a fine not exceeding R2000 or to imprisonment for a period not exceeding two years, or to both.

21.2. Section 90(2)(b) of the NLTA: on conviction of an offence under this legislation, a person may be sentenced to a term of imprisonment not exceeding three months or a fine not exceeding R10 000.

21.3. The provisions of the Criminal Procedure Act apply in relation to offenses that apply to schedule 1 of the CPA.

## 22. Contact Us

Call centre number: 086 054 3000

Email address: Matikane.Mathebe@ekurhuleni.gov.za

Our website: harambeebrt.co.za

## 23. Other emergency numbers

SAPS: 10111

Ambulance: 10177

Emergency number (mobile): 112

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**HARAMBE/EBS Connecting Ekurhuleni!**

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