

## African Travel Gateway - Terms & Conditions of Travel and Indemnity

### 1) APPLICATION

All enquiries, advice, quotations or estimates addressed to, provided by or bookings made and/or all services rendered by or on behalf of African Travel Gateway cc in conjunction with their Retail Travel Agency handling your booking ('the Company') are subject to these terms and conditions ('the Conditions') and the terms and conditions of various third-party service providers ('the Principal') i.e. inter alia, airlines, tour operators, hotels, lodges, cruise companies, car hire companies etc..) who the Company request on your behalf to render services or provide products to you. The person making such enquiries, seeking such advice, requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read, had explained (where applicable), understand and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

Third-party Service Providers - The Company provides Clients with travel and/or other services either itself or acting as agents for suppliers engaged in or associated with the travel and tourism industry, such as inter alia, airlines, tour operators, hotels, lodges, cruise companies, car hire companies etc..) ('collectively referred to as 'the Principal'). The Company represents the Principal/s as agents only and accordingly accepts no liability for any loss, damage, illness, harm, injury or death which any Client may suffer as a result of any act or omission on the part of or the failure of the Principal/s to fulfil its obligations, whether in relation to travel arrangements, accommodation or otherwise unless, in the case of injury or death, it is due to the negligent act or omission of the Company. The contract in use by the Principal/s (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the Principal and the Client and any right of recourse the Client may have, will be solely against such Principal. The Company will provide the identity and terms and conditions of (or access thereto) all the Principal/s relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarise itself with such terms and conditions ('the Principal's Conditions').

With regards to hotel bookings please be aware that hotels and other accommodation properties (Collectively referred to as 'hotels') may undergo renovations from time to time. Hotels generally take all possible steps to limit disruption and inconvenience to their guests when renovations are taking place. The Company will not accept complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If the Company is specifically advised of renovation work in advance by the hotel, this information will be passed on to the Client but it is important to understand that this is subject to change and that the Company may not always be notified.

### 2) POPIA/GDPR

The Client is deemed to give their voluntary, specific and informed consent that the Company may in terms of the Protection of Personal Information Act (POPIA), Act 4 of 2013 & the European Community General Data Protection Regulations (GDPR):

- process personal information ('PI') i.e. collect, store & disseminate as explained in the privacy policy of the travel agent/tour operator;
- share PI with third parties who provide services and products;
- approach the Client with business opportunities, promotional events, special offers and sales by direct marketing or otherwise

The parties agree that:

- Consent may be withdrawn, deleted, qualified or amended upon written request from the Client
- The Client may pre-emptively block any communication;
- The Client may request any direct marketing to be stopped;

Any communication must only relate to goods or services similar to what the Client bought from travel agent/tour operator or its suppliers.

### 3) QUOTES

Note that the Company reserves the right to amend the Tour Price if an unreasonable timelapses between the date the Estimate is submitted to the Client and the date it is returned to the Company. Furthermore, prices are quoted at the ruling daily exchange rate. Until the Company has received payment of the Tour Price in full, it reserves the right to charge any fluctuations to the Client's account and the Client undertakes to pay for any such fluctuation on demand. The onus will be on the Client to check that there have been no changes in the Tour Price prior to making full and final payment. However, once payment of the Tour Price in full is received, the Tour Price is guaranteed (subject to statutory increases such as VAT).

Note that airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by the Company (PLEASE NOTE: This applies especially regarding airport taxes for the entire journey. This also applies to foreign exchange currency payments such as international hotel bookings, car hire, rail bookings or any other foreign payments that need to be made as well as international bank transfer fees). Should it be a group booking and the group number deviate from the number required for the Booking, the Company reserves the right to re-cost the Tour Price and raise a surcharge. Should any Client refuse to accept and pay such surcharge, the Company reserves the right to cancel the tour and retain any payment made. However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed (PLEASE NOTE: This applies especially regarding airport taxes for the entire journey). Please note that the Tour Price excludes inter alia airport departure tax and any expenses of a personal nature and gratuities. Destination Selection - The Client acknowledges that where it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the Internet, that certain of such brochures and/or the Internet have been compiled and are managed and up-dated by the Principal/s over which the Company has no control. Accordingly, the Company cannot and does not guarantee that the itinerary and/or any

destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Principal.

4) VALUE ADDED TAX All prices for services inside the Republic of South Africa, include Value Added Tax (VAT) at the prevailing rate of 15 %, and will be adjusted should the rate change. Transport is VAT exempt.

#### 5) BOOKING PROCEDURE

- (a) Complete & submit this digital Booking Form & Indemnity
- (b) We book & confirm all services as agreed
- (c) Deposit or Full payment becomes payable by the due date stipulated in confirmation
- (d) Travel documentation, E-tickets are issued once full payment has been received

#### 6) PAYMENT POLICY

- (a) Upon confirmation of a booking a 25 % non-refundable deposit is required, and the full cost of any flights included in the itinerary.
- (b) Full and final payment is due 43 days prior to date of travel.
- (c) In the instance where a supplier/s have pre-payment requirements that does not fit into the above payment policy, The Company reserves the right to amend the payment policy to match the requirements set by the supplier concerned.
- (d) The client will be advised of the said requirements and invoiced accordingly. Should we not receive payment timeously we reserve the right to automatically cancel the reservation.

#### 6.1 Currencies & Payment Methods

- (a) Visa, Master or Amex credit cards. (For ZAR Quotes – when prior arranged)
- (b) Electronic funds transfers (EFT) into our ZAR bank account. (For ZAR Quotes)
- (c) Telegraphic transfer (wire) into our ZAR bank account. (For ZAR & USD Quotes)

#### 6.2 Bank Account Details

USD PAYMENTS (For USD Quotes) – ABSA Bank | Acc: 996959-USD-1051-01 | Name: African Travel Gateway CC | Swift: ABSAZAJJ

ZAR PAYMENTS (For ZAR Quotes) – ABSA Bank | Acc: 405 294 6961 | Branch code: 632 005 | Name: African Travel Gateway CC | Swift: ABSAZAJJ

7) CHANGE OF BOOKING FEE If, after confirming, the client wishes to amend the booking in any way, they may do so. However, should The Company start incurring any costs due to the amendment, we reserve the right to pass these costs onto the client. All amendments must be received in writing. A booking that is postponed until a later date is considered to be a cancellation and will be subject to cancellation fees. No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the Company.

8) CANCELLATION POLICY Notice of Cancellation of any booking must be received in writing, and cancellation charges

are calculated against the number of days prior to the travel date, (the travel date being the date of the first service booked with the Company).

#### 8.1 – Standard Cancellation Policy

(a) Notice of cancellation received at any time prior to travel date: The cost of flights (\*) (this depends on the ticket & class booked, but can be 100%), and points 8.1(b), 8.1(c) & 8.1(d) as applicable

(b) Notice of cancellation received 43 or more days prior to travel date: 25% of the total price of the booking (deposit) is charged.

(c) Notice of cancellation received 42 - 32 days prior to travel date: 60% of the total price of the booking is charged.

(d) Notice of cancellation received less than 32 days prior to travel date: 100% of the total price is charged.

(e) The Company reserves the right to amend the cancellation policy to match those of the principal/s used in the event of but not limited to special events and/or exceptional circumstances. No refunds will be considered in any circumstances whatsoever, whether for unused services or otherwise. Refunds by the Principal/s will be subject to their terms and conditions.

#### 8.2 – Covid-19 Related Cancellation Policy

When the reason for cancelling meets the following criteria, the cancellation is deemed a Covid-19 cancellation:

- The Government of your country of residence and / or the government of the countries in your itinerary closes or keeps their borders closed due to Covid-19
- Your booking was confirmed on or after 30 Mar 2020

Then the following cancellation / postponement fees apply:

- Trips maybe deferred to any date in 2022 and deposits rolled on for no cost, other than any particular supplier's rate change due to new dates.
- With the exception of flights (\*), trips can be cancelled due to Covid-19 up to 60 days prior to travel without cancellation fees-Covid-19 Cancellations made less than 60 days prior to travel are subject to the individual supplier's Covid-19 cancellation policies.

(\*) Air Ticket Cancellation – Air tickets rules and restrictions carry their own rules and will be fully communicated to you before paying so you can select a fare best suited to your peace of mind. Air tickets are linked to contracts ('Air T&C') which are very complex and can entail very strict requirements regarding change, airport and departure taxes and cancellation provisions and the Client MUST enquire about ALL the applicable conditions BEFORE you pay for the ticket. The Client should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, the Client is not allowed to use such tickets/coupons out of sequence or to 'skip' one (& eg: opt for train, bus or car transport) as this will VOID the entire balance of the journey/itinerary. 'No-shows' may result in the ticket being voided

and/or the Client being charged a cancellation fee. Note that the Air T&C shall constitute the sole contract between the airline and the Client and any right of recourse the Client may have, will be solely against the airline in terms of the Air T&C. The Client's rights of recourse as a consequence of over-booking are prescribed by the CPA. Loyalty programs are governed by strict rules of which the Client must be aware and retention of boarding passes and other documentation pertaining to such programs is the sole responsibility of the Client. Consult the Company about refunds for unused tickets as strict deadlines apply.

## 9) TRAVEL INSURANCE

The cancellation policy comes into effect from the date of confirmation, and while in the event of a cancellation, every effort will be made to minimize the cancellation fees, we are subject to the cancellation policies of the various suppliers concerned. It is strongly advised that all Clients take out adequate insurance cover such as cancellation due to force majeure (including pandemics), illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment (Note that is not an exhaustive list). The Company will not be responsible or liable if the Client fails to take adequate insurance cover or at all. It shall not be obligatory upon the Company to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by the Company pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and the Company shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the Client will be issued with a policy document of the insurer. It is a complex document, which must be read BEFORE YOU initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure. Please note that various credit card companies offer limited levels of travel insurance, which the Company does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

## 10) PASSPORTS, VISAS & HEALTH REQUIREMENTS

### 10.1 Passports

It is the responsibility of the client to ensure that their passports are valid for travel, for at least 6 months after the date of termination of services. The passport must also have at least 2 blank pages in it – this is a very important requirement of South African immigration. It is also the responsibility of the client to ensure that they are in possession of valid visas for all countries being visited, and that all necessary health certificates for these destinations are in order. To comply with regulation 2(1)(a) of the Immigration Regulations, 2014 only Machine-Readable Travel Documents (MRTDs) will be accepted to enter South Africa with effect from November 24, 2015. Please note that extended passports won't be accepted any longer. For this reason, travellers are advised to check their travel documents. In the case of a bona fide emergency, travellers utilising issued Emergency Travel Documents will be allowed to enter and depart from South Africa. Travellers who entered South Africa before 24 November 2015 on non-MRTDs will be allowed to depart and return to their countries of origin or residence. Travellers who entered South Africa with a MRTD and lost it will be allowed to depart with Emergency Travel Documents.

## 10.2 Visas

The Company does not arrange visas but will dispense verbal information received from a country's consulate regarding visa and / or health requirements. This is a courtesy but not a service. The Company will not be held responsible for any misinformation, errors and omissions with regard to this information. Please note that a visa does not guarantee entry to any given country at point of entry and boarding of an aircraft may be denied at any point even if you have a valid visa

## 10.3 Health Requirements

Please notify The Company in advance of any medical issues (allergies, physical disabilities etc), so that we can advise the suppliers concerned. Regarding Malaria, since this disease that has an ever-changing status regarding prevention and treatment, we strongly advise that you seek up to date information from your general practitioner (doctor) or local travel clinic on which preventative medication or precautions should be taken for the area you will be entering. Not all of Southern and Eastern Africa is a Malaria area. It is the entirely the Client's duty to ensure that any vaccinations, inoculations, prophylactic (e.g. for Malaria) and the like, where required, have been obtained. Any advice provided by The Company is at it's discretion and the Client acknowledges that in doing so, the Company is not assuming any obligation or liability and the Client indemnifies the Company against any consequences of non-compliance.

## 11) BAGGAGE REQUIREMENTS

Clients must adhere to the baggage restrictions of the airlines and charter companies in the itinerary. Certain air charter companies (particularly light aircrafts) have extraordinary baggage restrictions which include not just weight, but shape & dimensions too. Any costs due to delays, additional transfers of baggage as a result of non-compliance to the restrictions are for the client's own account

## 12) ENTIRE CONTRACT

The Terms & Conditions laid out above and the Indemnity, Disclaimer & Waiver below (together with all enquiries, advice, quotations or estimates addressed to, provided by or bookings made and indemnities signed and the Company's Privacy Policy) constitute collectively the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Company or otherwise that is not included herein. The contra proferentem rule will not apply to the interpretation of the Conditions. The Company reserves the right to revise these conditions from time to time - each revision will be dated and posted on its website.