

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 ('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 fulfill 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 **time lapses** 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

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

6) PAYMENT POLICY

Upon confirmation of a booking a **20% non-refundable deposit** is due immediately.

Full and final payment is due 5 weeks (35 days) prior to date of travel.

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 fit the requirements set by the supplier concerned.

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 agreed)
- (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)
- (d) Our PaySum1 (For ZAR Quotes) This facility allows you to pay by means of a local eft from your country and in your own currency to a local bank account – all forex or bank fees are avoided. We will supply the amount & bank details in your country. (This facility is not available in all countries worldwide, please check with your consultant)

6.2 Bank Account Details

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

ZAR PAYMENTS (For ZAR Quotes) – ABSA Bank | Acc: 405 294 6961 | Branch code: 632 005 | Name: African Travel Gateway | 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 **charge an amendment fee of R50.00 per amendment**. 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. **AMENDMENTS** - 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

Cancellation of any booking must be received in writing. If a booking is cancelled the following cancellation fees will apply:

- * 6 weeks or more notice is given: 20% of the total price of the booking (deposit) is charged.
- * 6 - 4 weeks notice: 60% of the total price of the booking is charged.
- * Less than 4 weeks from date of travel: 100% of the total price of the booking is charged

The Company reserves the right to amend the cancellation policy according to the principal/s used and/or special events. For last minute bookings, ie: 4 weeks prior to departure, 100% cancellation fees will apply should these bookings cancel.

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.

Air Ticket Cancellation – 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 (& e.g. 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 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, MINORS & 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, provided by African Travel Gateway. 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 situation, 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 Minors (Travelling with Children under 18 years of age)

Parents travelling with their children (under 18 yrs of age), to or through South Africa need to produce in addition to their valid passports, an unabridged birth certificate for the children. In the case of guardians travelling with children, these adults are required to produce affidavits from the parents giving permission for the children to travel. In the case of one parent travelling with a child, he or she must produce the unabridged birth certificate/s, as well as;

- i) Consent in the form of an affidavit from the other parent registered as a parent on the birth certificate of the child authorising him or her to enter into or depart from the Republic with the child he or she is travelling with,
- ii) A court order granting full parental responsibilities and rights or legal guardianship in respect of the

child, if he or she is the parent or legal guardian of the child; or
iii) Where applicable, a death certificate of the other parent registered as a parent of the child on the birth certificate

In the case of a person is travelling with a child who is not his or her biological child, he or she must produce:

- (i) A copy of the unabridged birth certificate of the child;
- (ii) An affidavit from the parents or legal guardian of the child confirming that he or she has permission to travel with the child;
- (iii) Copies of the identity documents or passports of the parents or legal guardian of the child; and
- (iv) The contact details of the parents or legal guardian of the child, Provided that the Director-General where the parents of the child are both deceased and the child is travelling with a relative or another person related to him or her or his or her parents, approve such a person to enter into or depart from the Republic with such a child.

10.4 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 **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.

13) INDEMNITY, DISCLAIMER & WAIVER

Please note the following before signing this document:

All visitors and participants by their signature of this document acknowledge that they have read & understand this indemnity, disclaimer & waiver & agree to be bound by it, failing which he/she can choose not to board the means of transport (*'the Transport'*) and/or enter the accommodation (*'the Venue'*) and/or not to participate in any tour, safari, travel package and/or activities presented by or under the auspices of the Venue and/or the Operator or any of their third-party suppliers (*'the Suppliers'*) (*'the Activities'*) and if he/she has paid for or bought a ticket to enter the Venue and/or participate in the Activities, to be reimbursed:

- This document must be read with the terms and conditions of the Venue and the Operator which is available on their respective websites
- All visitors enter the Venue and/or participate in the Activities ENTIRELY AT THEIR OWN RISK
- CHILDREN under the age of 18 MUST be accompanied by their parents or guardian
- The Venue is a wild life sanctuary, the animals are WILD, roam absolutely freely and are not constrained or fenced off from humans
- You agree to OBEY AT ALL TIMES ANY ORDERS, REQUESTS OR DEMANDS of the Transport and/or Venue management and/or the Operator and/or Suppliers
- You agree to abide by ANY SIGNAGE displayed at the Venue or means of transport
- If you have any questions, misapprehensions, doubts or would like to discuss any factor pertaining to or any element of this document or the Activities, the details of which appear on our website and which will be explained to you in detail before participating in the Activity (*the Briefing*), please phone or email us before you proceed to sign the document or discuss it at the Briefing before signing and participating in the Activity.
- This document applies to you whatever the nature of your participation in the Activity, the transport or accommodation, whether you partake therein physically or merely observe as a spectator, journalist or photographer and no matter your proximity to the actual Activity.
- You will not be allowed access to the Venue and/or the premises where the Activity takes place and/or the means of Transport or to participate in any Activity, no matter in which capacity as aforesaid, unless you sign this document
- If you have any doubts about your physical and/or mental condition, please consult your medical practitioner before signing this document.
- We strongly advise that you obtain adequate and comprehensive insurance pertaining to your travel arrangements, including (without limitation) to medical aspects, belongings & cancellation
- You acknowledge that any Activity may be cancelled, curtailed or terminated by the Operator and/or management of the Venue and/or Transport and/or Suppliers if such party(ies) in their sole and unfettered discretion believe that the prevailing circumstances justifies such a decision, in which case, subject to the prevailing terms and conditions, you will be reimbursed the cost of your participation paid to the Venue and/or Operator and/or transporter or credit will be arranged but you will have no claim for any other expenses or disbursements of whatever nature.
- You acknowledge that the Operator, the Venue and Suppliers cannot be held liable or responsible for the cancellation of any booking and/or Activity, loss, damage or injury or death that is attributable to force majeure, which, without derogating from the generality of the aforesaid, includes events such as war, threat of war, riots or civil commotion or strife, terrorist activity, industrial dispute, natural or nuclear disasters, fire, adverse weather conditions, traffic conditions or mechanical failure of whatever nature.
- Valuables (without limitation such as mobile phones, electronic devices, and watches) other than functional items such as binoculars and cameras must not be taken with you or handed in at the reception of the Venue for safekeeping.

I warrant that I have perused the literature presented by the Venue and/or the Operator, visited the website of the Venue and/or the Operator, have received a detailed Briefing, am aware of and accept that I will be exposed to a variety of risks and dangers at the Venue and en route traveling to and back from the Venue from/to my residence/place of business and to risks and dangers inherent in or associated directly or indirectly with the Activities offered by the Venue and/or the Operator and/or present on/at the Venue and/or the mode of Transport, the fact, nature and potential effect of which has been explained to me in detail in the Briefing and that I have had adequate opportunity in the circumstances to receive and comprehend the risk and the implications thereof including obtaining independent advice.

I realise that certain of the Activities require of me to be in a good physical and mental condition and I warrant that I am in such a condition and that I have checked with my medical practitioner. I warrant that I have no disability, impairment or illness and that I am not under any treatment or medication and/or suffer from any allergy that could impact on my participation in any Activity, other than disclosed on my application, enrolment or booking form. The Venue and/or Operator may

nevertheless exclude and/or limit my participation in any of the Activities in its sole and unfettered discretion and whether in the interest of my own health and safety and/or that of other participants.

I, my heirs, dependants, agents, executors and or their assignees hold harmless and indemnify the Company, the Venue, the Operator, the party providing the Transport and/or the Suppliers and/or its members and/or directors and/or partners and/or shareholders and/or employees and/or agents and/or sub-contractors and/or suppliers and/or against the owners of premises upon which/where the Activities take place/are conducted (*'the Indemnified Parties'*) against any consequences of visiting or incidents at the Venue or the Operator's location at the Venue or participating in the Activities and/or participating in the Transport and/or en route to/from the Venue and I waive any claims I may have against the Indemnified Parties of whatsoever nature and howsoever arising.

The indemnity, disclaimer and waiver includes (without limiting the generality of the foregoing) any loss of or damage to personal effects (including any financial loss and/or destruction and/or loss or damage of property), illness, injury, death or harm (as defined in section 61 of the Consumer Protection Act, Act 68 of 2008 (*'the CPA'*) including any medical expenses whatsoever and howsoever caused or incurred (including any claim from my spouse, children or dependants for maintenance or otherwise), arising directly or indirectly from the inherent risks stated above (whether on foot, in a vehicle, aircraft or other mode of transport) and/or my participation in any one or more of the Activities and/or incidents en route to/from the Venue or arising from any act and/or omission by the Indemnified Parties including any negligent acts and/or omissions (unless section 61 the CPA is applicable'), AND including any claim arising from my commuting from my place of residence or returning to it, AND legal costs (on an attorney and own client scale) that any of the Indemnified Parties may incur.

The Indemnified Parties will under no circumstances be liable for any indirect, economic, consequential or special loss or damage, irrespective of the cause, unless section 61 of the CPA is applicable.

LAW, JURISDICTION & DOMICILIUM - South African law and the jurisdiction of South African courts will govern the relationship between the Parties. The parties choose their respective domicilium citandi et excutandi as reflecting in the Booking Form.