

TIMBUKTU

Booking Terms & Conditions

By making a booking through the Company Website, you (“you”, “your”, “traveller”) will be entering a contract with Timbuktu Travel SA PTY Limited (“we”, “us”, “our” “Timbuktu”, “Company”). The following Company terms and conditions, together with the relevant information set out on the Company Website (collectively “the Company Terms and Conditions”), and the terms and conditions of various third party providers of services and/or goods (i.e. airlines, tour operators, hotels, cruise companies etc.) who the Company requests on your behalf to render services or provide goods to you (‘Third Party Suppliers’ and ‘the Supplier Terms and Conditions’) will form your contract with the Company. Please read them carefully before you book. **Please be aware that the Company Terms and Conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking you are accepting all the Company Terms and Conditions laid out below.

APPLICATION - All enquiries, advice, quotations, or estimates addressed to, provided by or bookings made and/or all services rendered and/or goods supplied by or on behalf of the Company are subject to the Company Terms and Conditions and the Supplier Terms and Conditions. Please note that even if the Client liaison with the Company does not culminate in a booking, the Conditions will apply to all enquiries addressed to and/or advice, quotations or estimates provided by or discussed with the Company.

THE CLIENT AND AUTHORITY- The person making such enquiries, seeking such advice, requesting such quotations or estimates or making such booking or to whom any service is rendered or goods supplied, 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, persons or group or entity in whose name or on whose behalf the enquiry is made or advice sought or estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered and/or the goods supplied (collectively referred to as ‘the Client(s)’).

THIRD PARTY SUPPLIERS - The Supplier Terms and Conditions (which are constituted by the ticket issued by the them), shall constitute the sole contract between the Third Party Supplier and the Client and any right of recourse the Client may have, will be solely against such Third Party Supplier. The Company will provide the identity and terms and conditions of (or access thereto) all the Third Party Suppliers relevant to the service and/or goods being provided for the Client's booking and it's the Client's responsibility to familiarize itself with these Supplier Terms and Conditions. Whilst the Company vets and selects the Third Party Suppliers with the utmost care and circumspection, the Company accepts no liability for any loss, damage, illness, harm, injury or death which any Client may suffer or claim of whatever nature it may have as a result of any act or omission on the part of or the failure of the Third Party Supplier to fulfill any of 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 Company acts solely in the capacity of an agent for Third Party Suppliers and as an agent for you to arrange access for you to the products and services provided by these Third Party Suppliers

With regards to hotel bookings the Client must be aware that hotels and other accommodation properties (collectively referred to as "Hotel' or 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 entertain 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.

CHANGES TO THESE TERMS AND CONDITIONS. The Company reserves the right, in our sole discretion, to change these Company Terms and Conditions at any time. Updated versions of the terms and conditions will be posted here on the Company Website and are effective immediately on posting. If we make material changes, we will notify you. Please check frequently, especially before you make a booking, to see if these Company Terms and Conditions have changed. Your continued use of our services including continuing to use or maintain any bookings after any changes to the Company Terms and Conditions and the Supplier Terms and Conditions constitutes your consent to the changes.

COVID 19 RELEASE OF LIABILITY. By booking a trip at this time, you acknowledge the highly contagious nature of COVID-19/Corona Virus (Including any variant thereof) and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your trip. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by the Company.

Covid can be transmitted from person to person inter alia by contact and respiratory means and that it is essential to follow guidelines and precautionary measures issued by the WHO and various governments. Each country has its own entry and exit requirements and it is the sole and exclusive duty of each traveler to familiarize themselves with such prescribed guidelines and precautionary measures AND entry and exit requirements of each country they intend visiting and/or which is reflected in their final itinerary. The Company is not liable for any consequence of non-compliance with this clause and/or the impact of Covid on your booking (See the 'Responsibility' clause 4 below)

You acknowledge that due to the uncertainty of travel at this time, your trip may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations and any costs in that regard will be for your account. Some locations and/or suppliers may require you to have proof of vaccination or negative test. The regulations of any stopover locations also apply to your trip. You are responsible for understanding these requirements and must not rely on Timbuktu to provide these details. You understand that you may become sick before, during, or after the trip and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which the Company and Third Party Suppliers will not be liable.

You agree that due to uncertainty caused by COVID 19, the Company has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, the Company shall not be liable to any losses howsoever arising. You agree that the Company cannot be liable if your travel protection plan does not include protections for issues that may arise related to COVID-19.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (The Releasers), HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS the Company and its Third Party Suppliers, their respective shareholders, members, partners, officers, agents, and/or employees, suppliers, and other trip members (RELEASEES), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS, INDEMNITY AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise (See the 'Responsibility' clause 6 below).

1. BOOKING YOUR VACATION

- a. Our aim is to provide exactly the right travel arrangements to suit your requirements. You can call us on: +27 (0)21 201 7253 or email: hello@timbuktuttravel.com and we will tailor make an itinerary for you and provide you with a price per person. In order to maintain our customer services standards and to assist with the on-going training of our staff we may record or monitor our telephone conversations or emails with you. Alternatively, you may wish to book direct from our website.
- b. By paying us, you and all people travelling on the trip {"Your Party"}, are agreeing to be bound by the Company Terms and Conditions and the Supplier Terms and Conditions.
- c. By processing your payment, we agree to accept your booking and a contract between us comes into force. A booking receipt (or confirmation invoice) will be issued to confirm receipt of payment.
- d. The person named on the quotation is responsible for the total price of the trip and for accepting the Company Terms and Conditions and the Supplier Terms and Conditions on behalf of Your Party. We will not be liable for your failure to share all these Terms and Conditions with Your Party.

- e. The deposit required to book your trip is shown on your quotation. The deposit will be 30% of the total trip price, excepting air travel and any permits which need to be paid for in full at time of booking as tickets will be issued immediately and are non-refundable ('the Deposit'). Occasionally an additional deposit may be requested in order to secure a booking e.g., for peak departure periods ("The Additional Deposit"). The purpose of the Deposit, other than payment to Third Party Suppliers, is to cover costs, disbursements and service fee incurred by the Company and in the event of any cancellation as provided for herein the Deposit and any Additional Deposit will be forfeited by the Client.
- f. Your final balance will be due in full three calendar months prior to departure. Trips booked within three months of travel require full payment at the time of booking.
- g. You must make all payments in full and on time. Failure to make a payment may result in the cancellation of your travel and the forfeiture of your Deposit and any Additional Deposit. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect. WE reserve the right to refuse service to anyone. In such case, a full refund would be provided, and we would have no further liability to you.
- h. Payments can be made by bank transfer or by credit or debit card. While we do accept major credit cards including Visa, Mastercard and American Express, travelers must provide to us a click or signed authorization for every transaction for your trip. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to the Company Terms and Conditions and the Supplier Terms and Conditions including the cancellation terms. As such you agree not to apply for any improper chargebacks – see below.

In certain cases, you may dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. The Company retains the right to dispute any chargeback that is improper and recover any costs, including

attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
 - Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
 - Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description.
 - Chargebacks resulting from force majeure or other circumstances that are beyond the control of the Company or the Third Party Supplier.
 - Chargebacks resulting because you do not agree with the cancellation policy.
- i. As soon as the booking is made, we will start the process of confirming the trip. Once all arrangements have been confirmed we will issue a confirmation invoice, along with a detailed itinerary. (the "Confirmation Invoice"). Please note that often more than one itinerary is prepared during the booking process, and it is the Client's obligation to ensure that all the details in the final version submitted to it is correct.
 - j. A Confirmation Invoice will normally be issued within 2 weeks of booking, but may take longer, in which case we will write to inform you.
 - k. If we are unable to confirm all the arrangements, we will discuss the alternatives and re-quote if necessary. If the alternatives are significant, you will be offered an alternative or a full refund without any cancellation charges.
 - l. Special Requests, such as diet, room location, twin or double bedded room, or a particular facility which are an important factor in the choice of trip, should be indicated on the Booking Form or made in writing. We will pass your request on to the hotel or other service provider but cannot guarantee that it will be accommodated. The Company will try to arrange for Special Requests to be met, but cannot guarantee that they will be, nor will the Company be liable if any

Special Request is not met. The provision of any Special Request does not constitute a term of your contract with us unless we have confirmed in writing that your requirement will be met.

- m. When you make a booking, you are confirming that you are at least 18 years of age and that you understand the Company Terms and Conditions and the Supplier Terms and Conditions and have accepted them on behalf of yourself and Your Party. All contracts with the Company are subject to these booking conditions.
- n. It is important for you to check the details on the Confirmation Invoice as soon as you get it. In the event of any discrepancy please contact us immediately. Any balance payable is due 3 calendar months before travel. If it is not paid in time, we reserve the right to cancel your travel arrangements and retain your Deposit and any Additional Deposit.

2. AMENDMENTS & CANCELLATION

a. Amendments by you

The Company will make every effort to assist you if you wish to alter your arrangements. Requests for an amendment must be made as soon as possible by the person who made the original booking. If it is possible to make the amendment, it will be subject to any fees charged by our suppliers, together with all communication charges or other expenses incurred by the Company as a result of the change. These charges will be payable whether or not the Company succeeds in confirming your requested amendment. Please note that save for the transfer of a booking (see below), it will not be possible to make changes within 28 days of your travel date. Your request may be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause (b) below will apply dependent upon the conditions imposed by our suppliers.

If you are unavoidably prevented from taking your trip, by reason of, for example, illness, jury service, redundancy, or the death or serious illness of a close family member, it may be possible to transfer your booking to a person acceptable to the Company provided that:

- i. if you request a transfer in writing, you must allow reasonable time for the changes to be communicated to, and accepted by, the supplier.

- ii. your request is accompanied by documentary proof of the reason for the transfer, any tickets or vouchers received from the Company, full detail, of the person who will replace you, any balance due for the booking and the appropriate administration fee (see below).
 - iii. your replacement agrees to be bound by the Company Terms and Conditions and the Supplier Terms and Conditions. You, as transferor of the vacation, and the transferee shall be jointly and severally liable to the Company for payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of your vacation charges.
- b. Cancellation by you

All cancellations must be advised in writing, signed by the party leader, and sent to the Company at hello@timbuktuttravel.com. Cancellations are effective on the day they are received by the Company. As we incur costs from the time you make your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling (unless reducing the party size increases the per person cost for those not cancelling) excluding insurance premiums, late booking and amendment fees. Insurance premiums, late booking and amendment fees are not refundable in the event of cancellation. The following cancellation charges will be payable, depending upon the number of days prior to departure the Company receives your notice of cancellation:

Cancellation charges: In all cases your Deposit and any Additional Deposit will be non-refundable. If cancelling within 3 months of departure, the full price of your trip will remain due. If cancelling 3 months or more the greater of either your Deposit and any Additional Deposit or 30% of the full trip price will be due.

All cancellations are subject to the Supplier Terms and Conditions of the Third Party Suppliers. Some Third Party Suppliers may choose to offer future travel credits in lieu of a cash refund. We are not liable for a Third Party Supplier's failure to provide a refund or for Third Party Supplier insolvency or bankruptcy.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) as long as the following conditions are met:

- i. all Third Party Suppliers accept the transfer of names or are able to re-book. Air tickets are rarely transferable.
- ii. you sign an authorization to transfer the trip into another name.
- iii. the transferee accepts the Company Terms and Conditions and the Supplier Terms and Conditions.
- iv. the transferee provides us with new travel insurance details.

Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our Third Party Suppliers as a result. Any overdue balance payment must also be received.

It is compulsory that you arrange adequate travel insurance, which should in most cases include cover, under certain circumstances, against loss of deposit or cancellation fees, at the time of booking (see clause 6 below).

c. Accuracy of information

We check the information which we provide about our travel arrangements very carefully. However, tour, excursion or other itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long term changes, we will always endeavor to advise you prior to your departure.

d. Amendments by the Company

Great care is taken to ensure that the description and prices given in our brochures and on our website are accurate at the time of publication. However, changes can occur, and the Company reserves the right to change any of the details in company literature, including prices, in which case the Company will advise you of any such change before accepting your booking. After a Confirmation Invoice has been

issued, the Company makes every effort to operate all packages as advertised. However, we plan arrangements a long time in advance of your trip using Third Party Suppliers such as hotels, local transport operators and guides, over whom we have no direct control.

While every effort is made to keep to all published itineraries, Third Party Suppliers and/or the Company reserve the right to make changes for the Client's health, safety, and convenience. This may be as a result of flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the Company, its agents or principals. Most of these changes are minor. However, if we consider them a major change, we will notify you as soon as reasonably practicable. A major change includes a change of destination or a change to a lower standard accommodation, and/or price. In the case of a major change before your departure we will provide you with three alternatives. You may accept the modification, you may change your booking to another available and comparable trip, or you may cancel and receive a full and prompt refund. You will not be entitled to any refund or change should we make a minor change.

It is understood that expenses relating to any unscheduled extensions (hotel accommodation etc) will be for the Client's account. This is not and must not be deemed to be a cancellation and will not entitle the Client to a refund of any nature.

The Company assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition. Force majeure means unusual and unforeseeable circumstances beyond the Company's control or the control of our suppliers, the occurrence and consequence of which neither the Company nor its suppliers could avoid or have foreseen even with all due care, including, but not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute including strikes and lockouts, riots, protests and protest

action, whether of a political nature or not, unavoidable technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse and/or extraordinary weather conditions, natural disasters, war, sabotage, revolution, terrorism, civil commotion, riots, insurrection, invasion, blockade or boycott, epidemics, or outbreaks of illness, pandemic or other life and/or health threatening diseases, whether infectious, contagious or not, decisions of government and government agencies, border closures, travel bans of any nature and level of water in rivers. The geographic location, origin and/or epicenter of any of the aforesaid events is irrelevant as the only yardstick is the impact on the contractual obligations of the parties. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by the Company.

'Low bookings' means that an insufficient number of people have booked the arrangements to make their operation financially viable as advertised. If there is a minor change before you depart (that is, any change not included in the definition of a major change set out above), the Company will try to notify you, although it is not obliged to pay any compensation. If the Company becomes unable to provide a significant proportion of your trip after it has commenced, every effort will be made to provide suitable alternative arrangements, which will be made for you at no extra charge to you (save in the case of force majeure) or, alternatively, you will be returned to your point of arrival and the Company will, where appropriate, pay compensation. No compensation is payable in the case of force majeure.

e. Cancellation by the Company

We reserve the right in any circumstances to cancel your trip for any reason. However, we will not cancel your hotel arrangement less than 30 days before your date of travel, except for reasons of force majeure or failure by you to pay the final balance. If you fail to pay the balance of the trip price at least 3 calendar months before departure, the Company will treat your booking as cancelled and levy the cancellation charges set out above. If the Company is obliged to cancel your trip in

any other circumstances before you travel, the Company will use its best endeavors to offer alternative arrangements of equivalent or very closely similar standard and price, if available; travel arrangements of a lower standard and a refund of the difference in price; or will give you a full and prompt refund of all monies paid.

3. PRICE POLICY

- a. The Company reserves the right to notify you of an increase in the advertised price before accepting your booking and prices may go up or down. The price of your travel arrangements can be varied after booking due to changes in transportation costs, exchange rates, meaning that the price of your travel arrangements may change after you have booked. Government actions such as changes in VAT or any other government-imposed changes and currency changes in relation to an exchange rate variation may also vary the price after you have booked. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed, or retained. You will be charged for the amount over and above the 2% increase. We will notify you of any increase no later than 30 days before travel. If you have to pay an increase of more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

4. THIRD PARTY SUPPLIERS

- a. CAR & VEHICLE HIRE – These contracts ('Car Hire T&C') are onerous & include absolute, no fault and strict liability provisions. These Car Hire T&C must be read very carefully and anything you don't understand or about which you have any misapprehension must be discussed with the car hire consultant BEFORE you sign the Car Hire T&C, especially damage excesses and mileage. Please note that you will be liable for all traffic fines and toll fees. The Company strongly recommends you check the vehicle thoroughly with a representative of the car hire business

upon collection and return and ensure that any damage, scratches, faults, or shortcomings are noted in writing & signed for. Note that the Car Hire T&C shall constitute the sole contract between the car hire company and the Client and any right of recourse the Client may have, will be solely against the car hire company in terms of the Car Hire T&C. Similarly, the Company cannot take responsibility in case of car rental vehicle break-down, dirty car rental vehicles, incorrect reading of kilometers travelled etc.

- b. AIR TICKETS – These 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 and baggage provisions and the Client MUST read 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 determined by the Consumer Protection Act, Act # 68/2008 ('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.

- c. CONFIRMATION OF TRAVEL ARRANGEMENTS All onward travel arrangements (local and international) must be reconfirmed by the Client 72 hours prior to departure.

5. RESPONSIBILITIES OF THE COMPANY

- a. The Company makes all reasonable **checks** to ensure that those involved in the preparation and provision of your trip maintain the appropriate standards.
- b. All vouchers, receipts and tickets issued by the Company to you are subject to the **Supplier's terms and conditions**.
- c. The Company acts solely in the capacity of an **agent** for third parties and as such the Company holds themselves free of responsibility or liability for any delays, loss or damages from any cause whatsoever including loss/delay/damages/ dissatisfaction caused by third party products and services. The Company shall be exempt from all liability in respect of any claim whatsoever as aforesaid, the Client acknowledging that, in the case of a defective product, it is unreasonable to expect the Company to have discovered the product failure having regard to the Company's role in arranging access to the third-party products and services on behalf of the Client.

6 YOUR RESPONSIBILITIES

- a. You indemnify the Company and its directors, employees, assignees and/or agents against any claim arising for any damages or loss which might be instituted against it arising from or connection with the services contemplated in these Company Terms and Conditions.
- b. The Client, his/her heirs, dependents, agents, executors or their assignees hereby irrevocably waive any claims which they may have against the Company for any form of compensation for damages which they may suffer due to injury and/or loss of any nature whatsoever, which includes accidents caused by the Client's own actions, injuries or death while on the tour, in a transportation vehicle or at any place during the tour or illness or death en route to the point of departure for the tour or at any time after the tour.
- c. Participation in any tour or travel package arranged by the Company and provided by any of its suppliers (including but not limited to transportation to or from any venue) is undertaken at your own risk. It is furthermore the client's duty to enquire about and read usage instructions of/for any equipment used on the tour.
- d. Travel to certain destinations may involve greater risk than others. The Company urges you to remain informed on a daily basis as to current

news, as well as to review travel prohibitions, warnings, announcements, and advisories issued by Government bodies prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found by searching government websites. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. It is your responsibility to be aware of any and all requirements for admittance to a country or state, including Covid-19 requirements. **Should you choose to travel to a country that has been issued a travel warning or advisory, the Company will not be liable for damages or losses that result from travel to such destinations.** General information concerning passport, visa and health requirements is set out on our website. However, such requirements are subject to change, and you must check current requirements before departure as the obligations in regard to the aforesaid requirements are solely and entirely yours. You should also contact your medical advisor or a specialist vaccination center for details of the measures you will need to take prior to departure and, if you feel it necessary, upon your return. It is your responsibility to obtain all documents required for your trip, including passports, visas, health certificates and international driving licenses, to ensure that these are in proper order and to take them with you. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the trip as planned because of incorrect or missing personal documents, or any other failure to meet passport, visa, or immigration requirements.

- e. DRIVER'S LICENCE Even if you have obtained an international driver's license, please take your national driver's license with you. Some overseas car rental companies may request proof of residence such as rates and taxes account (as for FICA)
- f. PASSPORTS AND VISAS

It is your responsibility to ensure that all necessary travel documentations, permits and/or visa regulations are met for any

countries you intend to visit or transit through. The Company can provide advice and guidance on these areas but ultimately it is your responsibility to ensure any regulations are met. You will need a full 10-year passport to travel which is valid for six months after the date of your return. Some destinations also require visas, and you should contact the Embassy or Consulate of the country which you are planning to visit in good time before you travel. All children should travel on full passports.

Your passport must have sufficient blank visa pages available in accordance with the requirements of the countries you intend to visit. For example, all visitors to South Africa are required to have a minimum of three (3) blank pages in their passport excluding the front and back cover to enable the entry visa to be issued. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin. Please ensure that all passports are renewed timeously. The client must ensure that the details supplied to the Company mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 6 (six) months after your scheduled departure from the countries you are visiting

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. Furthermore, caution should be taken when your countries of transit or final destination issue visa on arrival. These must not be taken for granted and if in doubt ensure that all details are obtained from the relevant embassy or consulate well in advance of your departure.

g. INOCULATION AND IMMUNISATIONS

You must ensure you meet the immunization, inoculation and medication regulations of any country you visit and it is suggested that you liaise with the relevant consulates and embassies for up-to-date information in good time before your departure and, if particular health issues are prevalent in any country included in your itinerary,

consult medical practitioners that are familiar with it. The Company can provide advice and guidance on these areas but ultimately it is your responsibility to ensure any regulations are met.

- h. The Company cannot accept responsibility and **no credit or refunds** will be given if you fail to take up any component of your trip. No credit or refunds will be given for lost, mislaid, or destroyed travel documents.
- i. Most people go on vacation for rest and relaxation, so if in our reasonable opinion or that of any hotel manager, tour leader or other person in authority, your **behavior** is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your vacation. Should this happen no refund or compensation would be paid. The Client indemnifies and holds harmless the Company against damages suffered and/or costs incurred by the Company and/or any third party as a result of a breach of this clause.
- j. If you **lose** any personal items while on vacation, please obtain a written report from the police, to help with any insurance claim upon your return.
- k. Traveler is aware that travel such area as traveler is undertaking on the trip may involve **inherent risks**, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, the Company and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness;; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid

evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

- I. You understand the **description of these risks**, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, executors, administrators, assigns, personal representatives and next of kin (The Releasers), HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS AND RELEASE the Company and Third Party Suppliers, their respective shareholders, members, partners, officers, agents, and/or employees, suppliers, and other trip members (RELEASEES), from any claims associated with the trip including all liability in respect of loss (financial or otherwise, direct, indirect or economic), damage, accident, injury, death, harm or illness, trauma, delay or inconvenience to any Client, to or loss of or damage to their luggage, or other property, wherever, whenever and however the same may occur and whether or not arising from any act, omission, default, or negligence on the part of any of the Indemnified Parties whatsoever, unless such claim is for injury or death and due to a negligent act or omission of Company, including any form of transport to, from or during the tour. Such liability will be subject to a limitation of US\$ 1 million per booking. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

7 INSURANCE

It is a condition of booking that you and all members of your party have comprehensive insurance and that it is adequate for your needs. Your policy of insurance should provide coverage for personal injury, death, medical and repatriation costs in the countries which you intend to visit, together with cover for loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expenses. Please note these are suggestions only and it does not constitute an exhaustive list.

We also strongly recommend the purchase of additional cancel for any reason coverage, where available. In particular, policies allowing you to cancel in the event of contracting Covid. If you suffer from a disability or medical condition you should disclose this to insurers. For those who participate in sports and activities while on vacation that have been organized and arranged independently of us, it should be understood that participation is at the individual's own risk, and it is your responsibility to obtain the relevant insurance. Note that special insurance may be required if you intend to undertake any dangerous or sports activities.

Please keep your insurance details with you while on vacation. Some activities carry inherent risks and if you are participating in such activities, you may be asked to sign an additional form by the local supplier. In rare cases beginners may have to take lessons at a charge before being permitted to use hotel equipment otherwise offered free. 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. 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.

8 EXCURSIONS

Please note that when you book an excursion locally you contract with the local company providing that excursion and not the Company. The Company has no legal liability for anything that goes wrong on such an excursion and any claim which you might have arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions (See clause 4 above).

9 DATA PROTECTION

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as your name, and address, any special needs/dietary requirements etc. We take full responsibility for ensuring that **proper security measures** are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies and so on. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law. We will not however, **pass any information** on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If, however, we cannot pass this information to the relevant suppliers, we cannot accept your booking. In making a booking, you **consent** to this information being passed on to the relevant persons. You are entitled to a copy of your information held by us. If you would like to see this, please contact the Company during normal working hours. (We make a small charge for providing this to you).

The information you are required to provide may include debit/credit card details. As set out above, we take full responsibility for ensuring that proper security measures are in place to protect this information. In accordance with applicable legal, regulatory, and business requirements this information will be **securely deleted** as soon as it is no longer required.

Subject to statutory constraints or compliance with an order of court, the Company undertakes to deal with all Client information of a personal nature on a strictly confidential basis. Furthermore, as far as the Client's personal

information and special personal information is concerned, the Company will comply with all provisions of the applicable privacy legislation in the markets in which it operates and destinations or countries of origin such as South Africa's Protection of Personal Information Act, Act 4 of 2013 ['POPIA'] and, in the case of residents of the European Community ('the EC'), the General Data Protection Regulations of 2018 ('the GDPR') as detailed in the Company's Privacy Policy* which is incorporated herein by reference and which you are deemed to have read, understand and agree to be bound by.

10 ILLNESS AND DISABILITY

If you or any member of your party suffers from a disability or other medical condition or is taking prescribed medication that may impact on the member's participation in the trip and/or activities, please tell us before you book. The Company is happy to give you advice and to try to assist you in choosing a vacation that will meet your requirements. However, most of our vacations are in destinations which are off the beaten track and lack even the simplest facilities for disabled guests such as ramps for wheelchairs, lifts and so on. Many of our vacations require a fair degree of physical fitness. Medical facilities may not be readily available. In order to assist you we must be provided prior to booking with full written details regarding your medical condition and any special requirements which result from this. An appropriate medical form will be sent to you for this purpose. It is inadvisable for anyone with high blood pressure or respiratory problems to visit high altitudes. You should consult your doctor for advice before you book and in good time before your departure. We may request that you provide a **letter from your doctor confirming your fitness to travel**. Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by the companion of the traveller. Travellers with disabilities must notify the Company at the time of booking of the status and identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. Should you travel while pregnant, please contact your doctor for a "fit to travel" letter, which is required by some service providers. Please advise the Company how far your pregnancy is when travelling, as some service providers have restrictions.

11 IF YOU HAVE A PROBLEM

If you are unhappy with any aspect of the Company's arrangements while you are on the trip, you must address your complaint immediately to the Company's local representative (or, if none, to the Company) and to the management of the hotel or other supplier whose services are involved. They will do their best to rectify the situation. It is unreasonable to take no action while on your trip, but then to write a letter of complaint upon return. If the problem cannot be resolved locally and you wish to complain, full details must be sent to the Company in writing to arrive within 30 days of your return. We will do our best to investigate and reply to you within 28 days of receipt of your letter. Failure to take either of these steps will deny the Company the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this contract.

12 DESCRIPTIONS

Every effort is made to ensure that the details, description, and prices contained on the Company Website are correct based on information passed to the Company by its suppliers. However changes do occur, sometimes at short notice and therefore the Company will advise you at the time of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for the Company to control all elements of the vacation whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works etc.

13 INTERNET BOOKINGS

If the Client requests or instructs the Company to do bookings via the Internet, the Client irrevocably authorizes the Company to do the following on its behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payments and (3) accept booking conditions

14 PHOTOGRAPHY

Whilst the Company acknowledges the Client's right of freedom to take photographs in general, please note that the following conditions apply to any photography during any tour and excursions with or arranged by the Company whether during the tour or excursion or thereafter and these rules will be strictly enforced. By the same token Clients are deemed to indemnify the Company against any consequences, claims and legal costs (on an attorney and own client scale) resulting from any breach of whatsoever nature of this clause:

- If you or Your Party post any photos taken on your tour on the Company website or any form of social media, it entitles the Company to disseminate it. If you wish to object to such use, please advise the Company in writing prior to arrival.
- If photos taken are to be used commercially e.g., sold, or used to launch an advertising campaign, then our written permission is required

15 DISPUTE RESOLUTION

Any dispute arising out of or in connection with the Conditions including any question regarding its existence, validity, or termination, shall be dealt with as follows:

- a) Firstly, the parties will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place within a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in South Africa within two

(two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.

- b) Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application

16 ENTIRE CONTRACT

The Conditions (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 or presented 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.

17 GOVERNING LAW/SUBMISSION TO JURISDICTION/CLASS ACTION
WAIVER/LIMITATION OF DAMAGES/NOTICE OF CLAIM

Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the Republic of South Africa exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in the Republic of South Africa. You agree that you will only bring claims against the Company in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. The Company shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. You understand and agree that no claims will be considered and that you will not bring suit against the Company unless you have first provided a typewritten notice of claim to the Company within 30 days after the tour or cancellation of the trip.