

BOOKING TERMS AND CONDITIONS STANDARD TERMS OF SERVICE AND ENGAGEMENT

DEFINITIONS AND INTERPRETATION

In this agreement the following words will have the meanings assigned to them, unless the context clearly indicates otherwise:-

- a) “the **Agreement**” means the Customer Booking Form and the Terms and Conditions issued by the Company to the Client which has the effect of a legally binding agreement between the parties;
- b) “**Customer confirmation**” means the form sent to the Client with the final itinerary or holiday as agreed with the Company which the Client wishes to purchase;
- c) “the **Customer Booking Form**” means the acceptance form completed by the Client and submitted to the Company as approval of the Customer Confirmation;
- d) “**Client**” means all of the persons, natural or juristic, jointly and severably whose names appear on the Customer Booking Form. The Client signing on behalf of any members of his/her party accepts these Terms and Conditions on behalf of every member of his/her party as if they had specifically signed same to acknowledge their agreement therewith;
- e) “**Company**” means Go2Africa (Pty) Ltd, a private company, registration number: 1998/015392/07 duly registered in terms of the laws of the Republic of South Africa, carrying on business at 3rd Floor Longkloof Studios, Darters Road, Gardens, Cape Town, 8001 with VAT Registration Number: 4260196938;
- f) “**Day**” means a calendar day;
- g) “**departure date**” means the date on which the Client commences his/her travels as per the Customer Booking Form;
- h) “**deposit**” means the monies payable by the Client to the Company to secure the Client’s booking;
- i) “**Go2Africa**” means the Company;
- j) “**parties**” means both the Company and the Client;
- k) “**Africa Safari Expert**” means a travel agent employed by the Company;
- l) “**supplier**” means a third party who supplies the Company with services;
- m) “**CPA**” means the Consumer Protection Act, 2008;
- n) “**Total Confirmed Price**” means the total cost of services rendered to the Client on behalf of the Company or by the Company, as per the Customer Booking Form;
- o) “**Quotation**” means the form sent to the Client by the Company marked quotation;
- p) “**Unscheduled Extension**” means an extension to a booking caused by *inter alia* flight delay, flight cancellation, scheduled airline failure, bad weather, airport or airline strikes or any other cause for an extension;
- q) “**in Writing**” means a letter sent by hand, by post, by courier, by fax or via electronic mail;
- r) “**Specials**” means travel service/s and/or product/s offered at a reduced rate and subject to limited availability. Terms and Conditions are reservation specific rather than Go2Africa generic;
- s) Expressions in the singular also denote the plural, and vice versa; and
- t) Pronouns of any gender include the corresponding pronouns of the other gender.

1. **PAYMENT TO SECURE BOOKING**

- 1.1 In order to confirm travel services, the following payments must be made by the Client to the Company:-
 - 1.1.1 30% Deposit at time of booking (50% deposit for all Villas bookings);
 - 1.1.2 Final balance due 60 days prior to travel;
 - 1.1.3 100% Of the Total Confirmed Price for bookings made less than 60 days prior to departure,
 - 1.1.4 Air travel, 100% payable upon booking as tickets have to be issued immediately;
 - 1.1.5 Greater deposits may be required in instances of specialist product &/or peak season travel.
- 1.2 If the aforementioned payments are not received timely, the Company will be unable to confirm the booking for the Client.
- 1.3 Final invoicing is based upon the Total Confirmed Price, less any payments made plus any additional charges due to booking changes that may have accumulated in terms of this agreement.
- 1.4 All payments must be made by credit card, internet transfer (electronic funds transfer) or telegraphic transfer (SWIFT). Funds are normally cleared within five working days. Cash and travellers cheques are not accepted.
- 1.5 None payment of the aforementioned payments on or before the due date will lead to cancellation of booked services and the loss of all monies paid to date.

2. **PRICE INCREASE**

- 2.1 All quotations and confirmations generated by the Company are based upon the following but not limited to air fares, airport taxes, fuel surcharges, accommodation costs and land costs which are variable and subject to change until final payment has been received or in the instance of air travel – per 8.2. - until air tickets have been issued.
- 2.2 Client agrees that should any such costs increases as a result of an increase effected by the supplier, such an increase will be for the Client's account and shall be payable to the Company or as otherwise instructed.
- 2.3 Additionally the Client acknowledges that airlines reserve the right to levy additional or increased airport taxes and fuel charges - without notice - at any stage prior to flight and agrees that should any such costs increased as a result of an increase effected by the airline, such an increase will be for the Client's account and shall be payable to the Company or as otherwise instructed by the airline.
- 2.4 Go2Africa will not be held liable for any supplier levied increases

3. **CHANGES TO BOOKINGS**

- 3.1 In the event of an Unscheduled Extension to a booking, for any reason whatsoever, any expenses flowing from the Unscheduled Extension will be for the Client's account.
- 3.2 Whilst every effort is made to adhere to confirmed itineraries, the Company reserves the right to make amendments thereto where necessary, and provide a reasonable alternative without refunding the Client.
- 3.3 Should the Client elect to make an amendment to their itinerary, the Company will try to accommodate the Client, however the Company reserves the right to charge applicable cancellation fees as well as an additional administration fee of R300.00 per person per booking amended.

4. **SPECIALS**

- 4.1 All Travel Specials (including but not limited to i.e. the 2010 Soccer World Cup, travel during major events) advertised on the Go2Africa website, are based on 2 (two) people sharing, travelling within fixed dates and are subject to availability at the time of reservation and payment.
- 4.2 Prices quoted are per person sharing, while savings quoted are based on the total saving for 2 (two) people.
- 4.3 Each Travel Special (including but not limited to i.e. the 2010 Soccer World Cup, travel during major events) has Customised Supplier specific terms and conditions, full details of which will be advised by the Go2Africa sales consultant at the time of consultation and sale.
- 4.4 Travel Specials maybe withdrawn or adjusted without notice.

5. **COOLING OFF PERIOD**

The cooling off provision does not apply to travel services.

6. **CANCELLATION AND REFUND POLICY**

- 6.1 In the event of a cancellation of the booking (in partial or in full) by or on behalf of the Client for any reason whatsoever, the Company reserves the right to claim the services, administration, communication, cancellation and bank charges which include but are not limited to, any charges levied by any supplier against the Company in respect of the cancelled booking, from the Client.
- 6.2 Cancellations of bookings must be done in writing and sent to the Company.
- 6.3 Cancellation of bookings
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|-------|-----------------------------|------------------------|
| 6.3.1 | 61+ days before departure: | Deposit non-refundable |
| 6.3.2 | 0-60 days before departure: | 100% Cancellation fee |
- 6.4 No refunds will be given by the Company for partly used vouchers or for no-shows.
- 6.5 The Company's policy in respect of refunds depends on, inter alia, the type of travel service and the policy of the supplier thereof. Where the CPA applies to you, The Company's policy in this regard will comply with the requirements of the CPA in relation to exchanges, returns and refunds
- 6.6 Where the CPA applies to you and/or the service in question, The Company will provide, the warranties, undertakings and assurances as required under the CPA but subject to any limitations and restrictions as allowed under the CPA.

7. **WAIVER, INDEMNITY AND LIABILITY**

- 7.1 The Client acknowledges that prices quoted on the Customer Booking Form do not include any items or services not specified on same.
- 7.2 All vouchers, receipts and tickets issued by the Company to the Client, are issued subject to the supplier's terms and conditions. Acceptance of the vouchers and/or receipts and/or tickets amounts to an acceptance of the Company's terms and conditions which supersede those of the relevant supplier.
- 7.3 Whilst every precaution is taken to ensure the safety of all persons participating in the tour or travel package, participation in any tour or travel package offered by the Company or any of its suppliers (including but not limited to transportation to or from any venue) is undertaken at the Client's own risk.
- 7.4 The Company, any of its directors, employees, assignees and/or agents are accordingly indemnified by the Client and/or his/her estate, dependents, agents or their assignees against any claim of any nature whatsoever and howsoever arising for any damages or loss which might be instituted against it arising from or connection with the services contemplated in these Terms and Conditions.
- 7.5 The Client, his/her heirs, dependants, 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 at any time after the tour.
- 7.6 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 services. The Company shall be exempt from all liability in respect of any claim whatsoever as aforesaid.

8. **FLIGHTS**

- 8.1 All airlines require the full names of passengers as stated in their passports. After air tickets have been issued, amendments are not permitted. It is the Client's responsibility to check and correct any errors in respect of their flight reservations which appear on the Customer Booking Form. The Company accepts no liability for incorrect details provided by the Client.
- 8.2 Airfares are only guaranteed once finale payment has been received and the air ticket has been issued. Airlines reserve the right to levy additional or increased airport taxes and fuel charges - without notice - at any stage prior to flight. The Client agrees that should any such costs increase as a result of an increase effected by the airline, such an increase will be for the Client's account and shall be payable to the Company or as otherwise instructed by the airline. Go2Africa will not be held liable for any supplier levied increases.
- 8.3 Onward and return flights must be reconfirmed by the Client with the airline in question at least 72 hours prior to the flight.
- 8.4 The Company cannot guarantee any airline seating or meal requests by the Client, however the Company will

endeavour to assist the Client in this regard.

- 8.5 All baggage and personal effects are at all times at the Client's risk and the Company cannot accept any liability for misplaced baggage, loss or damage to baggage or any personal effects. The Company cannot be held liable for any additional costs incurred by the Client as a result of same and/or excess baggage costs.
- 8.6 Any cancellation by or on behalf of the Client of any air ticket, will be subject to the relevant airlines terms and conditions applicable to that fare type. Any cancelled air tickets, which are presented to the airline for refund are subject to delays and the Company will only be obliged to refund any amounts paid to them by the airline to the Client, on receipt thereof from the airline.
- 8.7 Air tickets which are unused more than 1 year from the date of issue are classified as expired and must be submitted to the airline for their authority to refund. The Company will make every effort to assist the Client in this regard but cannot guarantee that the airline will refund same as refunds are in the relevant airlines sole discretion.
- 8.8 The Company will provide the Client with an e-ticket reference number together with a full itinerary, once the air ticket has been fully paid for.
- 8.9 Cancelled air tickets are subject to the applicable terms and conditions levied by the airline based on the fare type chosen, in most instances airlines levy 100% cancellation once the ticket has been issued.
- 8.10 In the event of the Client changing the flight (**Voluntary Change**), the Client will be responsible for any difference in fares and taxes as governed by the applicable airfare rule and as advised by the specific airline.
- 8.11 In the event of changes made by the airline to flight schedules already confirmed (**Involuntary Changes**), i.e. changes that take effect due to unforeseen circumstances including but not limited to natural disasters, bad weather and war; a difference in fares and taxes as governed by the applicable airfare rule and as advised by the specific airline may apply. This is to no fault of the agent or the client. The airlines are not obliged to take responsibility for the paying of new tickets or accommodation due to indefinite delays.
- 8.12 Go2Africa will assist the clients where possible with the rebooking of flights and will advise clients about any involuntary schedule changes should they occur. New and re-issuing of tickets, possible increased taxes as well as subsequent accommodation requirements, will remain the liability of the client unless the airline is willing to accommodate the Client at their discretion.

9. **BAGGAGE**

- 9.1 All airlines have strict weight and size restrictions in respect of baggage. It is the Client's responsibility to ensure they are acquainted with same prior to flight.
- 9.2 Light aircraft flights have extraordinary weight restrictions which can be ascertained from your Africa Safari Expert. In addition the Client can enquire with their Africa Safari Expert as to whether they can purchase additional seats for excess baggage.
- 9.3 In the event that the Client's baggage does not conform with the weight and size restrictions specified in the booking documents, the transfer of same may be delayed as the baggage may have to be flown into the destination at a later stage and at a considerable extra cost to the Client.

10. **PASSPORTS AND VISAS**

- 10.1 It is the Client's sole responsibility to ensure that his/her passport, necessary permits and travel documents are valid and that they have obtained all the necessary permits and/or visas required by the countries which they intend to enter, prior to their departure.

The Company cannot be held liable for any visa or travel documentation not held by the Client, nor will they be held liable should a passenger be refused entry into any country for any reason.
- 10.2 All client passports must have sufficient blank visa pages (minimum 2 recommended) available in their passports in accordance with the regulations of various African countries.
- 10.3 All Client passports must be valid for a minimum of 6 months after travel.
- 10.4 The Company cannot be held liable for any advice and/or opinion in respect of a visa or passport issue that is dispensed by their Africa Safari Expert or displayed on the Company's website relating to passports, permits and/or visas. The final responsibility to ensure that passport and visa requirements is correct and adhered to lays with the traveller.
- 10.5 A parent travelling with children (without the other parent), must provide a certified letter of consent from the absent parent.

11. **INNOCULATION, IMMUNIZATION AND MEDICATION**

- 11.1 It is the Client's sole responsibility to ensure that they have had all necessary inoculations, immunisations and medications required prior to departure. The Company cannot be held liable for the Client's failure to ensure the aforementioned has been attended to.
- 11.2 The Company cannot be held liable for any advice dispensed by their Africa Safari Experts or displayed on the Company's website relating to inoculations, immunisations and medication required for travel to the various African countries. The final responsibility to ensure that medical requirements are correct and adhered to lies with the traveller.
- 11.3 It is the Client's obligation to ensure that he/she is medically fit to participate in travel.

12. **COMMUNICATION, COMPLAINTS HANDLING AND DISPUTE RESOLUTION**

- 12.1 Any complaints should be telephonically reported to the Company at the time of incident and should be followed up in writing to the Company, marked for the attention of the Customer Service Manager, no later than 30 days after the incident or inconvenience has occurred.
- 12.2 Complaints should be forwarded in writing to P.O. Box 16194, Vlaeberg, 8018, Cape Town, South Africa or alternatively via email to customercare@go2africa.com.
- 12.3 The Company will attempt to deal with your complaint as soon as possible and will make every effort to resolve same. The Company will acknowledge the complaint and endeavour to investigate and resolve same within a 30 period and provide feedback of such to the Client in writing.
- 12.4 You agree that the Company may from time to time send you communications regarding (without being limited to) special offers or discounts which the Company may negotiate for and offer to its Clients and/or new services or products launched. All communications will abide by our Privacy Policy and applicable law. You will always be entitled to notify us in writing that you do not wish to receive or continue to receive such communications and if you are a consumer as contemplated in the CPA, to pre-emptively block the receipt of such communications.

13. **CONFIDENTIALITY**

- 13.1 The Company undertakes to take all reasonable and necessary steps to protect the confidential information of Clients.
- 13.2 The Client hereby authorises the Company to electronically record and store the following information:-
 - 13.2.1 His/her Full name and surnames;
 - 13.2.2 His/her Contact telephone numbers;
 - 13.2.3 His/her Electronic mail address;
 - 13.2.4 His/her IP address;
 - 13.2.5 His/her User selected username and password;
 - 13.2.6 His/her Non-personal browsing habits and click patterns;
 - 13.2.7 His/her Profile information; and
 - 13.2.8 His/her Travel information.
- 13.3 The Client authorises the Company to use the aforementioned information for the following purposes:-
 - 13.3.1 To communicate requested information to the Client;
 - 13.3.2 To provide the Client with access to restricted pages on the Go2Africa website and related websites; and
 - 13.3.3 To notify the Client, where authorised, of the Company's services, offers and promotions from time to time.

14. **GENERAL**

- 14.1 No variation of this agreement shall be of any force or effect unless it is reduced to writing and is signed by both parties.
- 14.2 These Terms and Conditions together with the Customer Booking Form contain all the terms and conditions of the agreement between the parties. The parties acknowledge that there are no understandings, representations or terms between them, save for those as set out herein.
- 14.3 If any provision of this Agreement is found by a court of law to be invalid or void, such provision will be severed from the remaining provisions, without effecting the remainder of the agreement hereof.
- 14.4 No extension, latitude or any other indulgence which may be given or allowed by any party in respect of performance of any obligation hereunder, and no delay in the enforcement of any right of any party arising from this agreement will in any circumstances be construed as implied consent or election by such party or operate as a waiver or novation of, or otherwise affect any parties rights in terms of this agreement.

- 14.5 This Agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed with the accordance of the laws of the Republic of South Africa.
- 14.6 The Client consents to the jurisdiction of the Magistrate's Court, notwithstanding the fact that the amount involved exceeds the jurisdiction of the Magistrate's Court. The Client agrees, however, that the Company in its sole and absolute discretion may institute any such action or proceedings in any division of the High Court that may have jurisdiction and further agrees that each party shall borne their own associated legal cost.
- 14.7 The Client shall not be entitled to cede any of its rights or assign any of its obligations under this Agreement.
- 14.8 If the Company institutes any legal proceedings against the Client to enforce any of its rights under this agreement, it shall be entitled to recover from the Client all legal costs that it incurs to its own attorneys on an attorney/own client basis, including but not limited to collection commission and tracing agent charges.
- 14.9 The company will use reasonable endeavors to make its services available to its Clients, and to maintain the availability thereof for use by its Clients. However, we provide the services "as is" and "as available" and do not warrant or guarantee that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements subject always to the provisions of the CPA where applicable.

15. **FORCE MAJEURE**

- 15.1 The Company shall not be liable for a failure to perform any of its obligations insofar as it proves:-
 - 15.1.1 that the failure was due to an impediment beyond its control;
 - 15.1.2 that it could not reasonably be expected to have taken the impediment and its effects upon its ability to perform, into account at the time of the conclusion of this Agreement; and
 - 15.1.3 that it could not reasonably have avoided or overcome the impediment or at least its effects.
- 15.2 An impediment, as aforesaid may result from events such as the following (this enumeration not being exhaustive):-
 - 15.2.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;
 - 15.2.2 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning and fire;
 - 15.2.3 explosions, fires, destruction of machines, factories and any kind of installations;
 - 15.2.4 boycotts, strikes and lock-outs of all kinds, go-slows, occupations of factories and premises and work stoppages;
 - 15.2.5 acts of authority, whether lawful and unlawful.
- 15.3 In the event that the Company invokes force majeure, it shall use its best endeavours to terminate the circumstances giving rise to force majeure and upon termination of these circumstances giving rise thereto, shall forthwith give written notice thereof to the Client.
- 15.4 In the event that the Company invokes force majeure, it shall not be liable to provide a refund. Any refunds will be at the goodwill and discretion of the Company and cannot be guaranteed.
- 15.5 The Company cannot be held liable for non-performance due to Force Majeure.

16. **ADDRESSES FOR NOTICES AND LEGAL PROCESS**

- 16.1 Each party chooses as its domicilium citandi et executandi ("domicilium") for all purposes under this Agreement, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this agreement ("notice"), as follows:

The Company:	3 rd Floor, Longkloof Studios, Darters Road, Gardens, Cape Town, 8001, South Africa
The Client:	the address as provided by the Client on the Customer Booking Form.
- 16.2 Either of the parties may change its domicilium to another address, by way of a notice to the other party to this Agreement, provided that such a notice is received by the addressee at least 7 days prior to such a change taking effect.