

SIYAVAYA ADVENTURES & SAFARIS (PTY) Ltd BOOKING TERMS AND CONDITIONS

1. APPLICATION

*Siyavaya Adventures & Safaris (PTY) LTD is registered in the Republic of South Africa under registration number **2021 / 466008 / 07**. Our head office is Portion 39 of 12 JU Trust, R40 Road R40, Hazyview, 1242, Hazyview, 2141.*

Siyavaya Adventures & Safaris (PTY) Ltd is referred to below as Siyavaya Adventures & Safaris. Any mention of “us”, “we”, or “our” refers to Siyavaya Adventures & Safaris (PTY) Ltd. Siyavaya Adventures & Safaris will at this moment be known in the terms and conditions below as Siyavaya Adventures & Safaris. All quotations or estimates provided by or bookings made with and all services rendered by or on behalf of Siyavaya Adventures & Safaris (PTY) Ltd are subject to these terms and conditions

2. AGREEMENT

The information on the Siyavaya Adventures & Safaris site and quotations is an invitation to do business, not an offer. If you forward an offer to us, Siyavaya Adventures & Safaris shall indicate their acceptance thereof by return email. Siyavaya Adventures & Safaris acts herein as an agent for our respective business partners. Therefore, any agreement resulting from the acceptance of an order is deemed a contract between the relevant business partner/s and yourself.

3. THE CLIENT AND AUTHORITY

The person requesting such quotations or estimates or making such booking or to whom any service is rendered is deemed to have read and accepted the terms and conditions and to have the authority to do so on behalf of the person/s in whose name the estimate or quotation or reservation is requested and provided and the person/s to whom the services are rendered (collectively referred to as ‘the Client’).

4. THIRD-PARTY SERVICE PROVIDERS

Siyavaya Adventures & Safaris does not own, manage or operate aircraft, transport, hotels or lodges and merely facilitates your access to and use of such facilities. We provide Clients with travel and other services, acting as agents for principals such as airlines, hotels, etc. (collectively referred to as ‘the principal’). We represent the principal as agents only and accordingly accept no liability for any loss, damage, 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 to fulfil its obligations, whether about travel arrangements, accommodation or otherwise. The contract in use by the principal (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 the principal.

5. BOOKING, DEPOSIT & RESERVATION

Siyavaya Adventures & Safaris will prepare a quotation for the proposed travel arrangements. A non-refundable deposit, as specified in the quotation, is required to confirm reservations with Principals, subject to payment of the balance of the price in due course as defined herein. We will not verify any reservation if the deposit and a Booking Confirmation Form signed by the Client are not received. Should clients not sign and return the Booking Confirmation Form but make the deposit payment, they will be automatically deemed to have accepted our Standard Terms and Conditions. The deposit is accepted as

part of the inclusive price specified in the invoice and will only be refunded if the application cannot be accommodated. Deposits must be received within 24 hours of receipt of the quotation to prevent airlines from cancelling seats. Should an airline cancel a client's seats due to non-payment within 24 hours, the client will be responsible for the difference in seat price if we cannot reinstate the booking on the original seat class.

6. PAYMENT AND PAYMENT TERMS

A non-refundable deposit ('the Deposit') equivalent to 50% of the land arrangement costs of the Proposed Travel Arrangements ('the Price') plus the total amount, including taxes for the air travel portion, is required to confirm the Booking, subject to payment of the balance of the Price in due course as specified. The Price balance is due no less than 30, 45 or 60 days before the date of departure. Where a property insists on payment of a higher deposit than 50% to confirm the reservation or a period longer than the standard 30 days for full payment to be made, these higher amounts/more extended periods will be applicable. Bookings made within 30 days of arrival must be paid in full immediately. If the final payment is not received on time, the travel documents can be delayed, or Siyavaya Adventures & Safaris may cancel the booking. Late payment may also result in cancellation of the reservation by the Principal. If you fail to make the final payment on or before the due date, your booking will be cancelled, and you will forfeit the relevant deposit paid.

Payment Methods:

EFT Transfers: *Siyavaya Adventures & Safaris accepts EFT transfers into one of our bank accounts, which is on the invoice, subject to the condition that the EFT transmission report is provided to us and such payment has been confirmed as received by ourselves. The client must enable immediate clearance if payment is made less than four days before departure.*

SID Secure EFT: *Siyavaya Adventures & Safaris accepts payment by SID Secure EFT. This can be found on the invoice. The client must enable immediate clearance if payment is made less than four days before departure.*

Credit Cards: *Siyavaya Adventures & Safaris accepts payment by credit card via our paygate link. This can be found on the invoice. Bookings made less than four days before departure must be paid via EFT with immediate clearance; no exceptions will be created.*

Cheques/Cash: *No cheque or cash payments are accepted*

7. PRICES

Prices are quoted at the ruling daily exchange rate. Until Siyavaya Adventures & Safaris has received payment of the 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 Price before making full and final payment. However, once payment of the Price in full is received, the Price is guaranteed. However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by Siyavaya Adventures & Safaris. Should the Client be a group booking and the group number deviates from the number required for the booking, the Principal may reserve the right to re-cost the Price and raise a surcharge. Should any Client refuse to accept and pay such surcharge, it may result in the Principal cancelling the booking and

retaining any payment made. (Siyavaya Adventures & Safaris will be entitled to retain any service fees charged). Should any unavoidable price increases or additional charges be affected by the airlines, Principal or third parties, we will be entitled to recover such costs from the client on invoice to this effect.

8. AMENDMENTS

Should the client amend their booking at any stage, either in the form of a date change, itinerary amendment or any change whatsoever, Siyavaya Adventures & Safaris reserves the right to charge an amendment fee per booking? One itinerary amendment is free; after that, each change may be liable for a charge of R300 per booking, over and above the tour cost.

9. RESPONSIBILITY

The Proposed Travel Arrangements are made on the express condition that Siyavaya Adventures & Safaris, its employees and agents shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, death, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client), their luggage, or other property, wherever, whenever and however the same may occur. The Client indemnifies and holds harmless Siyavaya Adventures & Safaris, its employees and agents accordingly. Siyavaya Adventures & Safaris, its employees and agents shall not be liable for any indirect and consequential loss or damages.

10. INSURANCE

Clients are strongly advised to 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 this is not an exhaustive list). Siyavaya Adventures & Safaris will not be responsible or liable if the Client fails to take adequate insurance coverage. It shall not be obligatory upon Siyavaya Adventures & Safaris to effect insurance for the Client except upon detailed instructions given in writing, and all insurance effected by Siyavaya Adventures & Safaris under such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and Siyavaya Adventures & Safaris 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. Please note that various credit card companies offer limited levels of travel insurance, which we do not consider sufficient to cover. Kindly check with the respective credit card companies to obtain the cover's details.

11. TRAVEL DOCUMENTS

Documents (vouchers, itineraries, etc.) are only prepared and released upon receipt of full-price payment. All vouchers, receipts, and tickets issued to you by us are subject to the Principal's terms and conditions.

12. PASSPORTS, VISAS & HEALTH

The Client must ensure that all passports and visas are current, valid, obtained on time and valid for six months after return to home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with us before travelling. We will endeavour to assist the Client, but such assistance will be at our discretion, and the Client acknowledges that the Client remains responsible for meeting these regulations and that we are not assuming any obligation or liability. The Client indemnifies Siyavaya Adventures & Safaris against any

consequences of non-compliance. The Client must familiarise themselves with the inherent dangers of the mental and physical condition required for the proposed travel arrangements.

13. CANCELLATION

The Principals or Siyavaya Adventures & Safaris may reserve the right to cancel any tour before departure. In this event, the entire amount it receives will be refunded to the Client without any further obligation from Siyavaya Adventures & Safaris. In the event of the Client cancelling the Booking with the consent of Siyavaya Adventures & Safaris, then over and above such cancellation fees as each airline may charge and for which the Client is liable, the following cancellation charges will apply:

More than 30 days before departure – Non-refundable deposit paid

Less than 30 days before departure – 100% of Land Arrangements Cost

Cancellations of bookings by the Client must be done in writing (WhatsApp is not accepted). Where cancellations are sent by email, you must obtain an email proof of receipt and retain our written acknowledgement. In the occasional instance where Siyavaya Adventures & Safaris can obtain waivers of cancellation fees and secure an ex-gratia refund from suppliers, Siyavaya Adventures & Safaris will pass this on to you, less a service fee. Siyavaya Adventures & Safaris makes no guarantees to secure such waivers or refunds. Siyavaya Adventures & Safaris will make every effort to avoid misquotation. We reserve the right to cancel a reservation without liability or penalty if an obvious error or omission leads to a material cost implication. Siyavaya Adventures & Safaris will not give any refunds for partly used vouchers or no-shows.

14. UNSCHEDULED EXTENSIONS

In the unlikely event of there being unscheduled extensions to the final itinerary caused by flight rescheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of Siyavaya Adventures & Safaris, its agents or the Principals, it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc.) will be for the Client's account.

15. ITINERARY VARIATIONS & TRANSFERS

While every effort is made to keep to the final itinerary, Principals and Siyavaya Adventures & Safaris reserve the right to make changes for the Client's convenience, e.g. in some cases, weather conditions can necessitate an alteration in the itinerary, and this does not constitute any reason for a refund. The Client must check each amendment to the itinerary and sign the final one.

16. BREAKAWAYS/VOLUNTARY VARIATIONS

While it is possible to break away from the itinerary, it is understood that any costs incurred in such voluntary variations initiated by the Client will be for the Client's account.

17. LAW & JURISDICTION

South African law and the jurisdiction of South African courts will govern the relationship between the Client and Siyavaya Adventures & Safaris. Siyavaya Adventures & Safaris shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having

jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction. Suppose Siyavaya Adventures & Safaris has to bring legal proceedings against the Client to enforce payments of amounts owed. In that case, the Client shall be responsible for paying all costs Siyavaya Adventures & Safaris incurs in collecting the payment.

18. SPECIAL REQUESTS

Clients with special requests must specify such requests to Siyavaya Adventures & Safaris in their enquiry or response to the quotation. Whilst Siyavaya Adventures & Safaris will use its best endeavours to accommodate such requests, it does not guarantee that it will.

19. 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 Siyavaya Adventures & Safaris.

20. REFUNDS

No refunds will be considered in any circumstances whatsoever. However, Siyavaya Adventures & Safaris may, at its sole discretion, consider a refund in the event of death or severe illness of the client. Refunds by the Principals will be subject to their terms and conditions.

21. e-TICKETING

The Client must be ready to show their identity document and possibly their credit card at the check-in counter of the airline concerned. This will apply to all travelling party members and for each minor, either a copy of their birth certificate or passport.

22. LIMITATION OF LIABILITY

Participation in any tour or travel package arranged by Siyavaya Adventures & Safaris and provided by any of its Suppliers (including but not limited to transportation to or from any venue) is undertaken at your own risk. Siyavaya Adventures & Safaris, its officers, directors, servants or agents will under no circumstances be liable for any claim for any loss, damage or injury suffered by any person, whether to their person or property, howsoever caused, whether or not arising from any act, omission, default, or negligence on the part of Siyavaya Adventures & Safaris whatsoever, unless such claim is due to the gross negligence of Siyavaya Adventures & Safaris and such claim is lodged in writing with Siyavaya Adventures & Safaris within 30 (thirty) days after the end of the Booking. Such liability will be limited to R10 000 00 per Client per Booking. Under no circumstances will Siyavaya Adventures & Safaris be liable for any indirect or consequential loss or damage. The Client, their heirs, dependants, agents, executors or their assigns at this moment irrevocably waive any claims which they may have against Siyavaya Adventures & Safaris for any form of compensation for damages which they may suffer due to injury and loss of any nature whatsoever, which includes accidents caused by the Client's actions, injuries or death while on tour, in a vehicle or at any place during the tour or illness or death at any time after the tour. Siyavaya Adventures & Safaris act solely as an agent for third parties. As such, Siyavaya Adventures & Safaris are free of responsibility or liability for any delays, losses, or damages from any cause, including loss/delay/damages/ dissatisfaction caused by third-party products and services. Siyavaya Adventures &

Safaris 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 Siyavaya Adventures & Safaris to have discovered the product failure having regard to Siyavaya Adventures & Safaris role in arranging access to the third-party products and services on behalf of the Client.

23. LEGAL FEES

The Client will be liable for all legal fees on an attorney and own client scale if Siyavaya Adventures & Safaris engages with a lawyer to enforce or defend any of its rights.

24. CONFIRMATION OF TRAVEL ARRANGEMENTS

All onward travel arrangements (local and international & on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 hours before departure. If you do not, your reservation may be cancelled, or airline-initiated amendments may inconvenience you.

25. ENTIRE CONTRACT

The Conditions constitute the entire terms of the relationship between the parties. No other terms exist, conditions, warranties, representations, guarantees, promises, undertakings, or inducements of any nature (verbal, written or electronic) regulating the relationship. The Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Siyavaya Adventures & Safaris or otherwise that is not included herein.