



“THE FINE PRINT”

1. INTRODUCTION:

1.1 Roho Ya Chui (Pty) Ltd (“RYC”) carries on business under the regulations of the Association of Southern African Tourism Services Association (“SATSA”) and provides clients (you and yours) with travel and/or other services on behalf of suppliers and/or other agents engaged in, or associated with the travel industry, including *inter alia*, airlines, tour operators, hotels, shipping companies, car hire and other service providers of air, land, sea or any other travel arrangements, products or services (collectively referred to as ‘Third Party Service Providers’).

1.2 The following terms and conditions will govern our business relationship and deals with matters such as the making of any reservations, amendments, cancellations and other legally binding arrangements with us.

2. AUTHORITY:

The person requesting quotations or estimates or making a booking or to whom any service is rendered, is deemed to have read and accepted our terms and conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered.

3. QUOTED ITINERARIES:

3.1 Quotations are valid for a period of 21 (Twenty One) days calculated from midnight on the date on which the quote is generated (“Quote Validity Period”), subject to any provision in the quotation for price variances, and subject to any other provisions of this agreement relating to currency fluctuations, fuel prices, taxes, duties, levies, Third Party Supplier cost increases and other variations or adjustments.

3.2 At any point during the Quote Validity Period, the quote may be extended for a further period of 21 (Twenty One) days by re-costing the reservation. Variations in pricing might occur in this instance based on a variety of factors including but not limited to, currency fluctuations; special offers and/or changes in discounts and policies; changes in Third Party Supplier costing.

3.3 The rate of exchange shall be the prevailing rate of exchange at the time of payment.

3.4 On the expiry of the Quote Validity Period of any quote, RYC may completely re-price the quote, including (without limitation), RYC may adjust prices to accommodate increases in airfares, hotel rates, transport costs, currency fluctuations and any other charges. If the quotation is re-priced at any point, the quotation value is potentially subject to change depending on various parameters in the discretion of RYC including *inter alia* specials and discounts applicable from time to time and changes by Third Party Service Providers.

3.5 Airfares (and related charges such as landing fees, parking fees, navigation charges, airport taxes, departure taxes, etc.) are subject to the conditions quoted by the airlines and cannot be guaranteed by RYC.

4. DEPOSIT AND PAYMENT:

4.1 We require a 50% (Fifty percent) non-refundable deposit payable within 10 (Ten) days from confirmation of your reservation.

4.2 The balance of the total cost of the tour shall be payable not later than 60 (Sixty) days prior to the departure date, and shall be paid directly into our bank account alternatively *via* credit card alternatively *via* PayPal, without deduction of bank or any other charges. There may be a stipulated method of payment depending on the location of your tour and/or requirements by a Third Party Service Provider. The stipulated method of payment will be stated in your invoice.

4.3 Short-lead time reservations shall be due and payable immediately on receipt of the invoice.

4.4 In relation to all time periods stipulated for payment in the specific invoice, time shall be of the essence and RYC shall be entitled to cancel confirmed reservations where payment (including a deposit) has not been made and received by the RYC in its bank account (as confirmed by its banker) by the specified due date.

4.5 Where a deposit has been paid and the reservation is subsequently cancelled by RYC due to a failure to pay the balance outstanding, the deposit paid will be forfeited to RYC.

4.6 All flights booked and secured by us require immediate payment so as to confirm fares and have tickets issued.

4.7 Any refunds due to you by airlines will only be processed once the relevant airline has refunded RYC.



5. CANCELLATION:

5.1 In the unfortunate event that you are unable to take the tour/travel for a valid reason we will try to assist you by obtaining alternative dates for you to take the tour or to provide an alternative tour for you. This will be dependant on factors such as availability and our obligations to our Third Party Service Providers and it may incur further costs for you. We encourage you to obtain the requisite travel insurance to avoid losses suffered by you for reason of cancellation/postponement.

5.2 Should a cancellation be made less than 60 (Sixty) days prior to departure, the full amount of the tour will be forfeited.

5.3 Should you fail to arrive for any reason whatsoever or any cancellations are made after the departure date, RYC will be entitled to treat the reservation as cancelled without giving notice and 100% (One hundred percent) of the price as a cancellation fee will apply (and any administrative fees and costs incurred by RYC as a result of such cancellation, including but not limited to cancellations due to ill health or injury).

5.4 RYC may in its discretion and without liability or cost to itself, at any time cancel or terminate a booking in the event of you:

5.4.1 Reasonably being suspected of having a communicable or contagious illness or disease and/or

5.4.2 Conducting yourself in an illegal or improper manner and/or

5.4.3 Conducting yourself in a manner that would render you incompatible with either the staff or the clients of Third Party Suppliers and/or

5.4.4 Conducting yourself in such a manner which would reasonably infer that you would endanger yourself and or any other person.

5.5 In the event that RYC terminates any booking in terms of clause 5.4 above, you will not be entitled to any refund of the tour/travel price.

6. TRAVEL DOCUMENTATION

6.1 It is your sole responsibility to ensure that all of your travel documents (including but not limited to passports, visas, travel permits, vaccination certificates, onward travel documentation and any other documentation required for travel) are obtained, valid and will be valid for a period of 6 (Six) months after returning to your own country.

6.2 To avoid complications with customs and immigration, you must ensure that there are at least 4 (Four) consecutive blank pages in your passport at the commencement of travel.

6.3 It is important that you provide RYC with names as *per* your passports. Failure to do so could result in denied boarding or deportation. Please confirm that all of the travel arrangements, itinerary details and documents are correct. Once documents have been issued changes could incur financial penalties imposed by the service provider(s) and these will be payable by you.

6.4 RYC shall not be responsible for any inconvenience caused, costs incurred or loss/damages arising from your failure to comply with the relevant passport, vaccination requirements, visa requirements and/or any other documentation imposed by any government authority.

7. TRAVEL INSURANCE:

7.1 It is a condition of your booking that you have the correct comprehensive travel and medical insurance (over and above the phase one insurance offered free as standard for international travel by the various credit card companies) prior to travel and for the full duration of your travel. RYC will not be responsible if you fail to take insurance cover or adequate insurance cover.

7.2 Assistance to obtain travel insurance is available on request. It shall not be obligatory upon us to effect insurance for you except upon detailed instructions given in writing by you and all insurance affected by RYC pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and we shall not be obliged to obtain separate cover for any risks so excluded.

7.3 Should your insurer dispute their liability for any reason, you will have recourse against the insurer only and RYC will not be under any responsibility or liability whatsoever in relation thereto.



7.4 This compulsory insurance cover shall include, but not be limited to, the following eventualities:

7.4.1 Emergency evacuation expenses and

7.4.2 Medical and hospitalization expenses including emergency assistance, accidental death and disability, personal injury and

7.4.3 Repatriation expenses.

7.5 In addition, we recommend that you procure insurance in respect of the following eventualities:

7.5.1 Cancellation or curtailment of your travel for any reason whatsoever,

7.5.2 Damage/theft/loss of personal baggage/goods/money/any personal effects of whatsoever nature and value and/or

7.5.3 Costs incurred as a result of changes to arrangements beyond the control of RYC such as the cost of a private charter should you miss your (connecting) flight for any reason whatsoever.

7.6 RYC will not be responsible for any costs and/or losses suffered by you in the event of any of the above stated (in paragraphs 7.4 and 7.5) eventualities.

8. ITINERARY AND SCHEDULE CHANGES, AND CHANGE IN CIRCUMSTANCES

8.1 We shall not be liable for any changes made by Third Party Service Providers to booked schedules and itineraries.

8.2 Such changes may occur in the following circumstances but are not limited to the below mentioned circumstances:

8.2.1 Changes brought about by the Force Majeure and/or

8.2.2 Currency fluctuations and other price increases beyond our control or the control of our Third Party Service Providers which may render the operation of a tour/itinerary uneconomical or commercially prejudicial in the opinion of the Third Party Service Provider/our opinion.

8.3 In the case of a cancellation, delay or change brought about by the circumstances referred to in clause 8.2 above, RYC shall not be liable to pay any compensation to you as a result of any such change, delay or cancellation, nor will any such change, delay or cancellation constitute a reason for a refund either in full or in part by RYC to you. In such event we may offer a substitute tour to you. If the material circumstances arise from events completely beyond our control, then we shall be entitled to deduct from any refund we elect to make (in our discretion) any amounts paid to Third Party Service Providers and other third parties, or by way of taxes, duties, levies and similar amounts.

8.4 In the event of you changing, at your own discretion, any facilities, accommodation, activities, associated activities, operator or travel arrangements such as flights and transfers or any portion of the proposed itinerary agreed upon by you, we shall not be held liable for any compensation and/or increased costs and /or expenses occasioned thereby. This clause shall not be construed as permitting you to unilaterally change any bookings, reservations or other arrangements without our express prior written consent.

9. HEALTH

9.1 You undertake that you are aware of the proposed itinerary and you confirm that you are medically fit, in good physical and mental health and that there is nothing which renders you unfit to undertake the tour/travel.

9.2 You must consult with your medical practitioner in respect of all medical conditions which might be affected by your participation in the tour, activities or associated act.

9.3 In the event that you are on medication, you must ensure that you carry sufficient prescribed and chronic medication with you at all times for the duration of the tour and for one additional week. It is your responsibility to ascertain whether your medication may be considered a prohibited substance by the country/countries you will be visiting.

9.4 Certain areas included in the tour are Malaria and potentially other tropical and/or communicable disease infected areas and acknowledge that you have been advised to consult with your medical practitioner regarding the taking of reasonable anti-malaria and other tropical and/or communicable disease precautions.

9.5 It is your duty to ensure that all vaccinations and inoculations (including but not limited to Yellow Fever) are valid, or have been obtained timeously and that the Client carries proof thereof with him/her at all times.



10. LIABILITY, RESPONSIBILITY & INDEMNITY

10.1 Limited Indemnity Given by RYC: RYC shall not be liable to you in respect of any damages, losses or liabilities incurred by you arising from or in connection with any tours or the supply of any services save for actual damages suffered by you where the direct and sole cause thereof was the gross negligence or willful misconduct of RYC. RYC shall not be liable for punitive damages, indirect damages, consequential damages, loss of profits, third party claims or any claims imposed on RYC by laws or statutes of countries outside of the Republic of South Africa.

10.2 Any amount that may be payable to you in terms of this clause 10.1 shall be limited to the amount which you have actually paid or lost as a direct result of (and the sole cause of which was) the gross negligence or willful misconduct of RYC, and under no circumstances shall RYC's liability exceed the price paid in respect of the tour/itinerary in connection with which the damages were alleged to have been suffered. RYC shall not be liable for any damages, losses or other amounts that you have agreed, settled or compromised without the prior written consent of RYC, or which you are otherwise contractually bound to pay to any other person or entity.

10.3 Save as set out in 10.1 above:

10.3.1 RYC will not be liable or responsible for any direct or indirect damages or losses of any nature whatsoever, including those arising from any personal injury or death or loss of or damage to any property (irrespective of the cause of such injury, death, loss or damage), and including any claims arising from negligence.

10.3.2 The clients indemnify, hold harmless and expressly exempt and release RYC from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to the clients participating in the tour(s) or making use of the services.

10.4 Any amount that may be payable to the client by RYC shall be limited to the amount which you have actually paid or lost as a direct result of (and the sole cause of which was) the gross negligence or willful misconduct of RYC, and under no circumstances shall RYC's liability exceed the price paid by the client in respect of the tour/travel in connection with damages which are alleged to have been suffered.

10.5 We shall be excused from performance of all or the relevant part of our obligations in the event (and to the extent) that we are prevented from performing any obligations either in time, or at all, as a result of acts of God or public enemy, terrorism, civil war, insurrection or riot, civil unrest, labour disputes, strikes, fire, flood, explosion, earthquake, accident, epidemic, quarantine restriction, or as a result of the application of any law(s), or the acts or omissions of any state, government regulatory authority, or as a result of any other cause beyond our reasonable control.

10.6 We shall not be held liable for any errors or omissions in any of our or our Third Party Supplier promotional material and travel information, publications and documentation (including any such material, information, publications and documentation made available in digital or electronic media or format, or made available on the websites).

11. ACKNOWLEDGEMENTS

You acknowledge:

11.1 The real hazards and risks associated with wildlife areas, game and nature reserves and game lodges (which may be situated in unfenced wildlife areas);

11.2 The hazards and risks associated with rivers, streams, lakes and other bodies of water that may be affected by unpredictable weather, tides and other circumstances, and that may not have effective warning or control systems that might be expected in first-world jurisdictions;

11.3 The real dangers and risks associated with various forms of travel in remote locations, which usually have poorly maintained infrastructure;

11.4 The danger and risk of suffering bodily harm, injury, illness, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with or presence of wild, dangerous or unpredictable animals (including birds, mammals, amphibians, reptiles, fish and insects), as well as the prevalence of communicable tropical and other diseases, and similar health hazards;

11.5 The risks associated with undeveloped or partially developed countries and jurisdictions, including acts of terrorism, the unavailability of reliable electricity and communications, and problems associated with limited or unavailable health, safety and security services;

and you make use of all services and facilities, entirely at your own risk.



PERSONAL INFORMATION:

12.1 Our website provides links to third-party (external) websites for your convenience and information. We do not control those sites or their privacy practices and cannot be held responsible for the privacy practices or the content of such websites.

12.2 We advise you to review the privacy policy of any company before submitting your personal information, because the personal data you choose to give to unrelated third parties is not covered by our privacy policies.

12.3 Personal information is information that is associated with your name or personal identity. Our website contains a number of registration, subscription and transaction forms, as well as online surveys and competitions, which might require users to provide their contact information (e.g. name and e-mail address) and demographic information (e.g. postal code, age, or income level), surfing patterns, email addresses, IP addresses etc.

12.4 We endeavour to treat Personal Information received by us accordingly with reasonable care. If you are of the opinion that we have failed to do so, you are requested to inform us thereof by sending an email to us. We will review your representations made by email and, if within our sole and absolute discretion advisable, take corrective action and in any event within 20 (Twenty) days respond to you informing you about corrective actions taken, if any.

12.5 Despite such undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet and e-mail are vulnerable to interception and forging.

12.6 We will not be responsible for any damages suffered by clients or any third party as a result of the transmission of confidential or other information disclosed through the Internet or for any errors or any changes made to any transmitted information.

13. GENERAL:

13.1 The headings of the clauses in this document are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify the terms of this document, nor any clause hereof.

13.2 If any provision in a definition is a substantive provision conferring rights, or imposing obligations on any party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

13.3 Words importing any one gender include the other two genders; the singular include the plural and vice versa; and natural persons include created entities (incorporated or non-incorporated) and *vice versa*.

13.4 This document shall not be interpreted against the party responsible for preparing and drafting it.

13.5 The use of the word "including", "specifically" or "particularly" shall not be construed as limiting the meaning of the words preceding them to the one or more words or examples following them, and the meaning of the general words will not be restricted by the use of more specific words.

13.6 Where a reference is made to you or the client it shall mean and include all persons who travel on an itinerary/tour whether they have made the booking themselves or through an agent. Where a minor is a client the person making the booking warrants that they have the authority to make the booking on behalf of the minor.

13.7 Where a reference is made to RYC it shall also include RYC's affiliates, agents, and subsidiaries.

13.8 Where a conflict exists with regard to the provisions of this document and any other agreement or document, the provisions of this document shall prevail.

13.9 Where words, expressions or phrases used in this Agreement indicate or imply a document that is physically written (such as a paper document) then such words, phrases and expressions shall be deemed to include words and documents in electronic format.

13.10 The agreement shall constitute a legally binding agreement between you and RYC notwithstanding neither party has signed this agreement and your payment of the invoice shall constitute your acceptance of these terms and conditions.



13.11 No amendment or consensual cancellation of this agreement or any provision or term hereof, or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement between the parties, or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document and signed by the parties. Signature shall mean and include email communications where the identities of the parties are ascertainable/identifiable. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

13.12 Should any provision agreement be unenforceable in law, such provision shall be considered severable from the remaining terms and conditions of this agreement and the remainder of this agreement shall continue to apply.

14. JURISDICTION

This agreement shall be governed by and interpreted in accordance with the Laws of the Republic of South Africa and all proceedings arising out of this agreement shall fall under the jurisdiction of the relevant court having jurisdiction, in the Republic of South Africa.