



TERMS & CONDITIONS

Updated: 1 February 2025

These terms and conditions apply to all bookings made with iXplore Africa Travel (Pty) Ltd. The booking terms and conditions should be read and understood prior to booking your travel and will be binding when you accept your booking and we have issued a confirmation invoice to you for the travel which you booked. Please keep a copy of the booking terms once your booking is placed.

iXplore Africa Travel (Pty) Ltd – Client & Third-Party Service Provider

1. When you book travel through with, iXplore Africa Travel (Pty) Ltd you enter into two agreements.
2. The first is this agreement, between you and iXplore Africa Travel (Pty) Ltd, contained in the booking terms.
3. The second is the agreement you conclude with the provider of your travel service for which we act as agent (such as airlines, coach operators, transport tour operators, accommodation, hotels, shipping companies, car hire, visa suppliers, rail and cruise line operators, wholesalers and other providers of air, land, sea or any other travel arrangements, products or services) (third party service providers), who all have their own terms and conditions applicable to your travel (the third party service provider agreement).
4. When you accept these booking terms, you also accept and agree to be bound by the third-party service provider agreement. To the extent that there is any inconsistency between the booking terms and the third-party service provider agreement, the third-party service provider agreement will prevail.
5. Your third-party service provider will be identified on your quote or travel documents and their third-party service provider agreement(s) applicable to your booking will be available on their websites or can be obtained by contacting them or us.
6. By booking travel with us or by signing or electronically accepting the booking terms, you will be deemed to have read, understood and agree to be bound by the booking terms as well as the applicable third-party service provider agreement(s).
7. We rely on the authority of the person making the booking to act on behalf of any other traveller forming part of the booking, who hereby confirms that he/she is authorized to do so, and that he/she binds all such travellers to the booking terms and third-party service provider agreement(s).
8. We provide travel and travel related services to third party service providers. When you make a booking with us, you acknowledge and agree that we act only as agent for the third-party service provider, which is solely responsible to provide you with the travel or service which you have booked.

9. By offering bookings for travel to a particular destination, we, our directors, employees or agents do not in any way represent or warrant that travel to such destination is advisable or without risk, and you agree that we will not be liable in any way for any damage, loss, death or injury that may result from your travel to such destinations.
10. We (including our directors, employees and agents) will also not be liable for any loss, costs, damage, injury, illness, harm or death which you may suffer or incur as a result of any act or omission on the part of or the failure of the third party service provider to fulfill its obligations to you, whether in relation to travel services, travel arrangements, accommodation or in any other manner.
11. In the event of a third party service provider is unable to provide you with the product or service you have booked due to that third party service provider becoming insolvent or being placed under external administration, subject to your refund and remedy rights under the South African Consumer Law, we have no obligation to reimburse you for the cost of your booking, or for any loss or damage you may otherwise suffer as a result of any such insolvency or external administration.
12. Please be advised that we are not liable for any acts or omissions of the service providers responsible for your travel requirements in the event of their failure to adhere to any of the terms and conditions relating to scheduling refunds, defaults or failure to honour historic credits passed in your favour. Such information is within the sole purview of the service provider and no recommendation are made in respect of their operation.
13. In the event of you obtaining refunds or rebooking trips where credits have been passed by service providers we will assist where possible in so doing but will charge a non-refundable fee for any such services.
14. When acting as your agent and when booking your tours, sightseeing, transportation or accommodation such services and arrangements fall within the sole responsibility of the service provider with whom these contracts have been concluded on your behalf and as such their terms and conditions as specified by these service providers, are applicable. We reserve the right to substitute any of the hotels listed in the itinerary issued to you with other hotels of a similar category should conditions make this necessary.
15. Please note that we cannot accept liability for any delays of departures or during your tour, which are occasioned by technical issues, weather conditions or other circumstances beyond our control and any such expenses of this kind or caused by unscheduled extensions will be for your account.
16. We endeavour at all times to comply with service excellence. We are, however, not able to control the provision of services by our service providers, which had been carefully selected. However, we cannot take responsibility for any errors, omissions or failure on their part.

Prices

1. All prices for bookings advertised by us are subject to availability and can be withdrawn or changed without notice to you.
2. Advertised prices may be limited to travel within specified dates.
3. We will confirm the correct price with you at the time of payment.
4. We may correct any pricing errors on our websites at any time.
5. Accommodation, transfers and activities quotations are valid for 72 hours only (subjected to availability) and in some instances, we might have to re-quote should you wish to confirm your booking after the 72 hour deadline has lapsed.
6. Quotations for flights are only valid until **15:30** on the same day the quotation was issued. Full payment (100%) is required for flight bookings. Flight tickets are only issued once full payment is paid and reflects on our bank account.
7. If a booking price contains any error, we are not bound by it and will be entitled to correct the error in the displayed price.
8. If a pricing correction affects your pending order, we will offer you the opportunity to keep your booking at the correct price, or we will cancel your pending order without penalty.
9. All prices are quoted in South African Rand unless there is a special agreement in place.
10. We cannot be held liable for any increase to the quoted price, in the time it takes for payment of the booking to reflect in our account to confirm the booking.
11. If your booking is subject to a foreign exchange rate, the exchange rate on the day of the quotation provided to you will apply. Should the exchange rate have increased by the time that payment of your booking reflects our account, such increase will be for your account and payable in addition to the total price quoted.
12. Quotations are subject to availability from third party service providers. Should the product range which you sought no longer be available, another product can be quoted on for you, at an updated price.
13. To confirm your travel arrangements, you may be required to pay a deposit.
14. Deposits may be non-refundable and non-transferable. We will advise you of the amount of the deposit and date for final payment at the time of your booking.
15. Deposit payment does not secure a price and is subject to the exchange rate of the booking.
16. Certain airfares and services (including some packaged airfares and services) are booked at especially competitive rates which require payment in full at the time of booking and may be non-refundable.
17. You will be liable for any additional taxes levied by the relevant country or city visited such as Tourism levy, local city tax or departure tax. However, some countries may charge additional departure, hotel security deposit or other taxes that must be paid by client, in person before check-in.
18. You will be liable for costs of activities including entrance fees for all tourist sites that require entrance fee unless pre-arranged and paid in full with us.
19. Change of travel dates may result in additional cost.

5. PAYMENT OF DEPOSITS

Any deposits payable in terms of the quote given to you must be paid by no later than the date specified on the quote, which may include the airfare amount if such is a specific requirement from the airline to enable us to book airline reservation within a certain timeframe.

Full payment (100%) is required for flight bookings. Flight tickets are only issued once full payment is paid and reflects on our bank account.

50% deposit is required to reserve booking except for self-catering units. 100% payment is required for all self-catering facilities on confirmation.

All balances outstanding must be paid by no later than 6 weeks prior to your departure date. If your departure is scheduled within 1 month from date of your confirmation, then full payment of the quotation must be made. Upon receipt of payment in full, documentation relating to your travel will be released to you before the departure date.

Please take note that we will not be liable for any charges in respect of credit card payments made nor are we responsible for having such charges reverse or corrected.

Payment Methods

1. Electronic fund transfer (EFT). EFT payments must be prior to the actual due date for payment to reflect in time in our business bank account. You must notify the consultant of your payment once it has been made. We can only confirm your booking once the funds have reflected in our bank account.
2. We will communicate with you on your chosen email address and will send you an invoice on a once-off basis in relation to a booking made.
3. Proof of payment must be sent to us for payments made directly on the third-party service provider's website, secure link or bank account. Where you do so, proof of payment must immediately be sent to us. We do not, however, guarantee the third-party service provider's compliance with laws and regulations relating to payments made directly to them, and such payments may incur additional costs.
4. Should the travel, service or product no longer be available, all monies paid to the third-party service provider will be refunded by the third-party service provider to you.
5. We charge a service fee which covers the costs we incur in booking and servicing your travel arrangements. Please be advised that service fees and products are non-refundable in case of a cancellation or amendments to your booking.
6. Service fees vary and are dependent on the number of passengers in a booking, the service provider or the destination and the service being provided. Service fees will also be charged for bookings made online as well as any cancellation of bookings made online.

7. You should be vigilant when using email and should maintain the appropriate level of cyber security in order to prevent fraud or the interception of emails.
8. Should anything occur in relation to your booking which may appear suspicious or should you receive more than 1 (one) invoice, you should contact us immediately prior to making payment in order to verify payment details.
9. We will not be liable for any payment or damages suffered by you arising from a cyber security breach, and you will remain liable to make payment of any amounts due to us for your booking.
10. Deposit payment does not secure the overall price of the booking and is subject to the exchange rate.
11. Self-catering units booking rates based on full occupancy only, the client (the person who makes the booking directly with iXplore Africa Travel, whose name is on both the signed quotation and invoice) is responsible for the shortfall payment should they have less travelers required for full occupancy.

Travel Documents

1. A valid passport is required for all travellers.
2. It is the traveler's responsibility to ensure that they comply with the immigration law of their destination/s.
3. Your travel documents inclusive of itineraries and vouchers will be electronically shared with you prior to travel.
4. Travel documents include airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a third-party service provider.
5. Travel documents may be subject to certain conditions and restrictions including being non-refundable, non-date-changeable and subject to cancellation and amendment fees.
6. All airline tickets must be issued in the name of the passport/identity holder.
7. It is your responsibility to ensure that your names (as per identity documentation and/or passports), identity and/or passport numbers, travel dates, times, departure, destination and routings as reflected on your travel documents, are correct.
8. An incorrect name on a booking may result in an inability to travel on that booking and the booking being cancelled.
9. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings.
10. It is important that you observe all airline check-in times and requirements (many airlines allow you to check-in online within certain timeframes.)
11. If for any reason you do not receive your travel documentation, please let us know so that we can supply this to you well in advance of your departure.
12. It is the traveller's responsibility to ensure that they comply with medical requirements of their destination and obtain certificates where required.
13. It is the traveller's responsibility to ensure that you have all the required supporting documentation such as visas, identification cards, passports and medical certificates.

Cancellation or Changes

1. We must be notified of all cancellations or changes in writing prior to departure date.
2. Certain bookings may be non-refundable, and you will be liable for cancellation penalties or date change penalties should you wish to change or cancel your booking, in accordance with the third-party service provider's cancellation policy and/or fare rules. We will only be able to provide you with the remedy provided by the third-party service provider (if any).
3. We do not accept any liability or costs incurred that may result from any cancellations and/or changes which you require to your booking.
4. Travel bookings are non-transferable and name changes are not permitted.
5. You will forfeit the fare if you do not fly or do not notify the airline or your travel expert of your intention not to travel, prior to your scheduled departure.
6. Tickets must be travelled on in the sequence they are booked, if not, the ticket will be forfeited.
7. Any cancellation notice for your booking must be received at least 7 weeks prior to departure date failing which the following fees will apply:
 - 6-7 calendar weeks prior to departure 50% of the total cost of the booking.
 - 3-6 calendar weeks prior to departure 75% of the total cost of the booking.
 - Less than 3 calendar weeks prior to departure 100% of the total cost of the booking.
8. Tours, Activities & transfers cancellation policy as follows:
 - 7 days or less – 25% of the deposit/total amount paid.
 - 48 hours or less – 50% of the deposit/total amount paid.
 - 24 hours or less – 100% of the deposit/total amount paid.
 - In event of the client already started the program/tour but decide to stop or not continue with the activity there will be no refund.
9. These fees and costs do not include any fees chargeable and payable to any associated agents, partners, enterprises, tour operators, hotels and any other third party that has been contracted and who may be affected by the cancellation.
10. These parties may impose their own cancellation fees over and above what is payable to us.
11. Cancellation fees applicable to flight-tickets will be charged in accordance with the terms and conditions of the airline that has issued them.
12. Please be aware that certain types of airline tickets cannot be altered or refunded once the ticket/s has been issued.
13. Once you have left your country of departure any alterations or cancellations that may have to be made will have to be arranged and organised through the overseas agents and partners which may incur additional fees which are determined by our overseas partners.

Refunds

1. All refunds are subject to the cancellation policy of the relevant third-party service provider.
2. Refund will not be provided to you until we receive the funds from the third-party service provider in a case where we agree to assist with the third parties refund.
3. Non- refundable deposit is required which will be used towards total cost of your booking, we will advise you of the amount of the deposit when you make the booking.
4. Refunds will only be made to the person named on the booking payment receipt.
5. Travel bookings are non-transferable and name changes are not permitted.
6. You will forfeit the all the travel airfare, accommodation, activities and any other payments made to arrange the trip if you do not show-up for your scheduled travel date and time.
7. Refunds, if applicable, will only be made to the person named on the booking payment receipt, unless otherwise agreed upon in writing by all travellers listed on a booking.
1. All refunds will be made in the same manner in which the payment was made (i.e. payment via credit card, refund onto the same credit card etc).
2. If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges from your travel insurer, however that will have to be arranged by you directly with the insurer.
3. In the event that the third-party service provider is able to provide a refund, you will be required to complete and submit a refund consent form, provided by us.
4. We may charge a service fee for any cancellations and/or refunds processed, except in instances where the cancellation and/or refund is in lieu of the **TRAVELLER'S** (does not apply to family members, friends, or any other related acquaintances) death. Documents may be requested for confirmation.
5. As regards airline ticket refunds, please note that such tickets may take a minimum of 12 (twelve) weeks to be processed, due to upgrades, downgrades, schedule changes, reissued tickets and expired tickets.
6. In some instances airline ticket refund may be allocated as credit to the client or issue a voucher and not cash.
7. Please note that airlines terms and conditions apply and may result in non-refunds in some cases / instances.
8. All refunds must be processed within the ticket's validity, thereafter the ticket will be deemed as non-refundable.
9. Any refund amounts received from a refund application will be retained by us for a period of 36 (thirty-six) months, subject to the following (i) we will make every reasonable effort to contact you and to advise of the refund amount received (ii) should all attempts to reach you be unsuccessful within the 36 (thirty-six) month period of the refund amount being received, the refund amount will be forfeited by you.

10. Refunds will be paid within 31 days (one calendar month) after final calculations are concluded with all parties involved.

Impossibility of Performance

In certain circumstances beyond the reasonable control of any of the parties, it may be necessary to cancel your travel due to an event which makes it impossible. This includes, but is not limited to: strikes, terrorism, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, pandemic or epidemic outbreak, confiscation or destruction or requisition by order of any government or any public authority or any other act of state, including prevention or denial of trade, sanctions or closure of borders, denial of the use or unavailability of any railway, port, airport, shipping service or other means of public transport, and any similar event beyond the reasonable control of the parties.

If any party is prevented from or delayed in performing any of its obligations by circumstances beyond its control as set out above, then it must notify the other parties in writing of the nature and expected duration of such circumstances and of the obligation, performance of which is delayed or prevented.

The party subject to the event rendering performance impossible, will be excused from performance or punctual performance, as the case may be, of its obligations, for so long as the circumstances or prevention or delay may continue.

iXplore Africa Travel (Pty) Ltd is not responsible for any cancellation fees, postponement penalties or any other fees which the client may incur due to impossibility to travel. We highly recommend that you take out appropriate travel insurance to cover your travel arrangements, trip cancellation, insurance and accident insurance prior to your departure to cover you should there be any instance that will require you to cancel your travel due to listed activities above.

Travel Insurance

It is your responsibility to ensure that you have valid travel insurance that covers and is appropriate for your needs. We will not be responsible or liable if you fail to take adequate insurance cover at all.

You are advised to acquaint yourself with the terms and conditions of all insurance policies relating to your travel requirements. It is specifically recorded that the parties agree that no representations warranties or recommendations were made by us in respect of such insurance policies.

It is further specifically agreed that we will not be held liable for any losses incurred as a result of a repudiation of any claims by your insurance service provider in terms of their policies for any reason howsoever arising.

Pandemic & Epidemic Disclosure

It is a specific term of this agreement that the decision to travel has been taken by you with full knowledge of current travel conditions and recommendations as well as travel restrictions with regard to any pandemic, epidemic or other condition that may result in a curtailment of your freedom to travel.

We take no responsibility for any health hazards or conditions that may adversely affect the safety of your travel and we give no warranties relating to dangers associated with travel to or at your destination.

In addition you should familiarise yourself with airline requirements around passenger safety, including the requirement for face masks and the need to produce evidence meeting airline and border control requirements.

This information is subject to change without notice so we recommend you update yourself in relation to the relevant airline and government policies for your transit and final destination at each of (i) the time of booking, (ii) as you approach your travel date, and (iii) immediately before travel.

It is your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks. You acknowledge that your decision to travel is made based on your own consideration of this information, and you acknowledge and agree that you are aware of, and assume responsibility for, the risks associated with traveling at this time.

We will have no liability for any cancellations, refunds, damages, compensation, costs, expenses or other losses of any kind incurred by you including, where applicable, the cost of medical treatment and quarantine.

All third-party service provider terms and conditions would apply in respect of change fees, cancellation fees or postponement of travel.

We will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

You are advised to visit relevant websites in order to obtain any relevant information pertaining to your destination. In relation to specific medical and health issues we recommend visiting the Centre for Disease Control website at www.cdc.gov/travel to determine what preconditions, if any, are applicable to your destination.

You are also required to establish what pre-conditions relating to your travel and destination may be imposed from time to time, what documentation may be required from you, and other steps that may have to be taken prior to your departure and after arrival at your destination.

Passports, Visas and Health

A valid passport is required for all passengers, including infants, when travelling internationally. Passports must be valid for at least six months after the date of intended return and must have a minimum of two blank pages. It is your responsibility to ensure compliance with the immigration law of all countries visited on your itinerary.

Identification is required for all passengers travelling, including infants. Identity document /ID card is required for check in. Infants and minors are required to produce a birth certificate or equivalent document at the time of check in. Most airlines require that the traveler presents the card utilised to make payment for the reservation upon check in at the airport.

You hereby acknowledge and agree that we will not be liable for any claims or costs for which you are liable, associated with entry being denied into a country, visa requirements that change without forewarning, travel bans, travel restrictions or denial into a country as a result of incorrect visas, insufficient supporting documentation, internal security matters, customs or home affairs related matters. We further cannot be held liable for any claims related to working visas, student visas or residency permits.

We source visa information from IATA Timatic and cannot be held responsible for any incorrect visa information obtained from this third-party tool.

The processing time for visa applications varies and may take between a minimum of 5 Business Days and up to 30 Business days. Delays in the processing of visas may occur for motivated circumstances, delays in supporting documentation being submitted or during peak season periods. In some cases, a visa may only be released by the embassy or processing centre 24 hours prior to departure or on the day of departure. It is highly recommended that you allow sufficient time for your visa application to be processed.

It is your responsibility to check health requirements and recommended precautions relevant to your travel, including but not limited to ensuring that all necessary vaccination documentation is presented.

We recommend that you consult your local doctor, travel medical service or specialist vaccination clinic before commencing travel. Most vaccinations need to be administered prior to travel to be considered effective.

Travelling with Children

The Department of Home Affairs has issued requirements in respect of all South African children under the age of 18 (eighteen) years old who travel internationally in and out of South Africa.

The ages of children and infants travelling must relate to the dates of travel. There are additional requirements if the child is travelling with only one parent, with neither biological parent, or unaccompanied.

Failure to provide this information on check-in will result in passengers being denied boarding. Please refer to the Department of Home Affairs website for information on minors travelling internationally <http://www.dha.gov.za/>

Car rental

The person listed as the driver of the vehicle must present a South African driver's licence (and an international driver's licence when renting a car overseas) upon collection of a domestic car rental and must also have a valid credit card to present at the time of collection. The driver of the vehicle must have a valid credit card when collecting the car rental.

Corporate clients confirm and agree that they are liable for any damage, traffic fines, accidents, toll fees and/ or other costs incurred during the rental period. iXplore Africa Travel (Pty) Ltd will not be liable to recover such costs from the driver of the vehicle but from the corporate client directly.

AIRLINE INFORMATION AND ALLOWANCES

Your baggage allowances are determined by the terms and conditions as stated on your e-ticket. This is currently 20 kg per person flying economy class and 30 kg per person flying business class, unless otherwise specified on your ticket.

The luggage provisions of airline carriers outside of South Africa may be different and any charges that may be imposed on you in respect of extra costs arising for luggage requirements will be for your account.

Your travel itinerary will indicate the luggage allowances for your trip. Some airlines or low cost carriers include a zero luggage allowance and may charge a fee per bag. Please ensure you familiarise yourself with the luggage allowance requirements for your entire trip.

Check-in is 3 hours prior to the advertised aircraft departure. Please ensure that you reconfirm your return flight 72 hours prior to departure failing which, you may find that your flight reservation for the return flight has been cancelled by the airline.

Special Requirements

You should liaise with your travel expert regarding any special requirements for travel including but not limited to: seating, meals, bassinets, room location or any other special requests.

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Special requirements and requests are not guaranteed by us, and must be confirmed by the third-party service provider. We may submit special requests on your behalf, however, we are not responsible for confirming and/or guaranteeing these requests.

Your preferred choice of aeroplane seating may be requested prior to your departure, however the airline and/or third-party service provider reserves the right to amend your seating plan up until the time of departure. You may have to pay for priority seating prior to departure.

Single Discretionary Allowance

In accordance with the South African Exchange Control Regulations, you confirm that you are aware that the single discretionary allowance limit is R 1,000,000.00 for adults and a travel allowance limit of R 200,000.00 for children under the age of 18 (eighteen) years old, per calendar year, and that the booking you make with us will not exceed your single discretionary allowance.

Tax

You will be liable for any additional taxes levied by the relevant country or city visited including amongst others local city tax or departure tax. However, some countries may charge additional departure, hotel or other taxes that must be paid locally. We suggest that you retain sufficient local currency to meet these charges. It is your responsibility to declare any personal items with the South African Revenue Services prior to departure.

Social media

You agree that your use of our social media pages which include but are not limited to Facebook pages, Instagram, X (Twitter), Tik Tok, Telegram accounts, will not be defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasive of anyone's privacy, or otherwise contain objectionable comments and/or content.

We reserve the right to remove any comment, thread or content without prior warning to you. We also reserve the right to bring legal proceedings against any individual for a breach of these rules or law generally, or take such other action as we reasonably deem appropriate.

Privacy Policy

1. We are committed to protecting your personal information and will process your personal information in accordance with our contractual agreement.
2. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using, disclosing and otherwise processing your personal information as detailed in our Privacy Policy.
3. In particular, we and our third-party service providers may disclose your personal information, and you hereby consent to such disclosure as required by the Protection of Personal Information Act No.4 of 2014, to third parties that are directly connected with facilitating your travel arrangements and bookings and the provision of travel service and products. For example, we may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements.
4. Furthermore, you agree that we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers with whom you seek to make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is managed or based.
5. We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside the Republic of South Africa. Generally, we will only disclose your personal information to these overseas recipients in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf.
6. Where we disclose your personal information to a third-party overseas recipient, you agree that the recipient may be located in a country with laws that do not protect personal information as stringently as those of the Republic of South Africa.

7. You acknowledge that we deal with thousands of travel service providers around the world (some of which are very small operations or are located in countries with laws, and/or in regions with technology, which may not be advanced as those existing in the Republic of South Africa). Therefore, where your requested travel arrangements require that your personal information be sent to an overseas recipient (other than any of our overseas related entities), you agree that this is at your risk and we will not be liable or accountable for how those recipients handle your personal information.
8. We encourage you to review the privacy policies of any third-party service provider whose services we arrange on your behalf. If you have any objections to your personal information being disclosed to an overseas recipient, please let us know.
9. We at all times retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. We may disclose aggregated information on an anonymous basis and without disclosing any of your personal information, about users and use statistics relating to the site and aggregated information about our sales and trading patterns to others.

Disclaimer

It is further specifically agreed between the parties that you will waive and release, discharge and hold harmless, any agents, employees, officers, directors, associates, affiliated companies, guides, group leaders and subcontractors against all liability, claims and demands of whatsoever nature, which have or may arise in the future as a result of the risks specified in the above.

Please ensure that you stay up to date with SA travel advice by visiting <https://www.gov.za/travel> before and during your trip as changes can and are posted from time to time.

General

In the event that we have to engage attorneys to enforce any of our rights under the booking terms or otherwise, you will be liable for our legal fees on an attorney and own client scale. The law of South Africa will apply to any dispute between the parties arising from these booking terms.

The parties agree, consent and submit to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg or any successor thereof, having jurisdiction to adjudicate and determine any suit, action or proceeding which may arise in respect of these booking terms, however nothing contained in these booking terms will prevent us from approaching any other High Court of South Africa having jurisdiction for relief, as may be determined by us in our discretion, from time to time.

These booking terms constitute the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

No amendment, cancellation or waiver of any term or right referred to in these booking terms shall be valid or binding unless reduced to writing and signed by both you and a duly authorized representative of us.

No relaxation or indulgence which we may grant you shall constitute a waiver of our rights and shall not preclude us from exercising any rights which may have arisen in the past or which might arise in future.

All intellectual property owned by us shall remain our sole and exclusive property.

The parties choose their address in the address clause of the Booking Form as its legal address for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from these booking terms.

Any notice shall be given in writing and delivered to the legal address of the party concerned. Written notice given in a correctly addressed envelope, delivered by hand to the chosen address of the Party during ordinary business hours shall be deemed to have been received on the day of delivery. Notice may be given by electronic means if delivered to the e-mail address specified by either party. Such electronic notice shall be deemed to have been given on the day following the electronic delivery of such notice. Either party may notify the other Party in writing of any changes to its chosen address.

If any provision of these booking terms is held to be unlawful or unenforceable, such provision shall be deemed separate and divisible from and shall in no way affect or impair the validity or enforceability of, the remaining provisions.

Travel Documents

You accept these booking terms either by accepting them electronically, or signing the Booking Form to which the booking terms are attached, or by us sending a confirmation invoice to you for the travel which you booked. You acknowledge that you are 18 (eighteen) years of age or older and that you understand and have the legal capacity to agree to the booking terms. Your decision to make travel arrangements through us is voluntary, and is not made under duress.

Please take note that it is your responsibility to ensure the validity and correctness of any documentation as required by the South African authorities or any other destination included in your tour. These include passports, visas, vaccination, and inoculation documentation, re-entry visas and where necessary unabridged birth certificates. We will take no responsibility for any consequences that may arise due to your failure to comply with such preconditions. Please ensure that you read all instructions on documentation furnished to you or any party that travels with you and take all steps necessary to ensure that your paperwork is in order.