

## TERMS AND CONDITIONS

### RESPONSIBILITY AND LIABILITY

1. While the On-line Safari Tours will make every effort:

1.1 To engage quality suppliers among the airlines, hotels, other tour operators and service providers to provide the travel products featured; and

1.2 To ensure that the various services making up each tour will be carried out efficiently and as specified. However, because On-line Safari Tours does not have direct control over the provision of services which make up the elements of the tour, On-line Safari Tours does not accept any liability for error and omissions of such suppliers. Any complaints regarding accommodation, food, facilities etc. must be taken up with the individual hotel, Guest House etc.

1.3 On-line Safari Tours shall not be liable for any damage, losses and expenses suffered by any client as a result of sickness, quarantine, weather conditions, war, strikes, riots or any other cause outside the On-line Safari Tours control including Force Majeure. The Operator may at any time cancel such tour or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be the responsibility of the client.

1.4 All bookings are subject to the terms and conditions specified by the supplier of the services. On-line Safari Tours will provide on request, the identity of the supplier and such supplier's terms and conditions may include, but are not limited to, provisions regarding the cancellation fees or amendment fees applicable to confirmed reservations, refunds/no refunds for no shows/unused services; late booking fees; baggage allowances; confirmation of flights, etc. In the case of airlines, the general cancellation fee applicable to tickets issued, is 25% (twenty five per cent); the typical baggage allowance 20kg; extension of ticket validity is not permitted and the customer must reconfirm his/her flight within 72 hours prior to departure.

1.5 On-line Safari Tours accepts no liability in respect of death, injury, loss or damage to person or property arising out of any act, omission or negligence of the operator, the supplier, the operator's or supplier's servants, save only in the case of willful negligence or a willful act or omission.

## CLIENT RESPONSIBILITY

2. Clients may not carry any unlawful articles or substances whilst traveling in the Republic of South Africa or any other country visited during the tour. If any client offends against the prohibitions set out herein, or the laws of South Africa, or any other country visited, On-line Safari Tours will be entitled to immediately exclude the client from the tour the offender who will be responsible for his or her own repatriation and all costs thereof. On-line Safari Tours will under no circumstances be obliged to assist any such offender in any dealings or negotiations with any authority.

## RESERVATIONS

3.1 A 50% deposit is requested at the time of reservation to secure the booking for the client. On-line Safari Tours will pay such deposits to the providers and a copy of the booking confirmation will be forwarded to the client via e-mail or fax. The balance must be paid in accordance to the specific lodges and or activities terms prior to departure. This will be communicated to you at the time of quotation.

3.2 In the event of any reservation being completed less than 4 (four) weeks prior to departure, the total price is due immediately on confirmation and is governed by the cancellation clause bound to this contract.

3.3 On-line Safari Tours reserves the right to cancel any reservation for which payment has not been made by due date in which event, any deposit paid will be forfeited to the Operator.

3.4 Documentation is only prepared on receipt of full and final payment and completed booking form and travel declaration.

3.5 Confirmation of the booking and payment of the deposit shall constitute acceptance of the Operator's terms and conditions of business.

3.6 Prices are quoted at the currency exchange rate applicable on the date of the invoice. Until On-line Safari Tours has received full payment, On-line Safari Tours reserves the right to charge any variations in the currency exchange rate to the client's account. The Operator guarantees the tour price, once full payment is received.

3.7 Special requests regarding diet, accommodation, method of travel, tour itinerary etc. must be made at time of booking. On-line Safari Tours will endeavour to comply with the special requests, which will be charged extra where applicable, but cannot guarantee that such requests will be met.

## PAYMENT & CANCELLATIONS

4.1 All payments are to be made via funds transfer to On-line Safari Tours bank account

4.2 In the event of the clients cancelling reservations for any reason, such cancellations must be made in writing and in such instances cancellation charges will be levied according to the lodges and or activities terms which will be communicated to at the time of quotation.

4.3 On-line Safari Tours reserves the right to cancel any tour or accommodation at any time prior to departure, in which event all payments will be refunded in full and final settlement of all liability of whatsoever nature, howsoever arising, resulting from such cancellation. On-line Safari Tours reserves the right to charge a booking fee and/or a handling fee in such circumstances.

4.4 In the event of clients cancelling their reservations, such cancellation must be made in writing notwithstanding anything to the contrary contained in these booking conditions.

4.5 No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive tour price, or whether they are in respect of pre booked optional arrangements.

## ACCOMMODATION & SERVICES

5 On-line Safari Tours reserves the right to substitute hotels or other service providers listed, with others of a similar or higher category at no additional cost to the traveller, even after commencement of the tour.

## PRICES & DETAIL

6.1 Prices quoted on On-line Safari Tours web page, which prices the tours and products offered, are based on air fares (where included), hotel prices, transport, fuel land costs and rates of exchange at the date printed on the price schedule.

6.2 On-line Safari Tours reserves the right to adjust prices by way of a revised price schedule from time to time, as influenced by increases in airfares, hotel rates, entrance fees, fuel hikes, government and regional levies and taxes and currency fluctuations. On-line Safari Tours will notify the client of such adjustments as soon as practicable.

6.3 Air fares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by On-line Safari Tours (if booked by On-line Safari Tours).

6.4 All information contained in On-line Safari Tours brochure/itinerary and price schedules are to the best of On-line Safari Tours knowledge and belief true and correct, but On-line Safari Tours accepts no liability for any errors/inaccuracies contained therein.

6.5 Any discounts applicable to minor children, are set out in the quotation when there is a request for children to accompany the tour. Minor children are defined as children below the age of 12 at the time of departure from the client's country of residence and will pay a reduced rate. Should such a child need a separate room from the parents, it will be charged at the full rate, depending on the policy of the hotel.

6.6 Prices quoted do not include any items or services not specified on On-line Safari Tours pro forma invoice. Typical items not included may be: airport taxes, costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements, gratuities and portage, meals not specified, alcohol and beverages, airfares (where applicable) or any other item of a personal nature not specified in itinerary.

#### INSURANCE

7. Insurance against trip cancellation, trip delay, accident, illness, death and for loss of baggage is required for all clients traveling with On-line Safari Tours. Clients undertake all activities associated with the itinerary at their own risk and are responsible for their own insurance. On-line Safari Tours will not be liable if anyone should fail to take adequate insurance cover.

#### DOCUMENTATION, PASSPORTS, VISAS, VACCINATIONS AND INOCULATIONS

8.1 All clients are personally responsible for ensuring that they are in the possession of the correct travel documentation prior to their departure from their country of residence.

8.2 On-line Safari Tours shall not be responsible for any consequences whatsoever should the client fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. Due to the constantly changing requirements of each country, On-line Safari Tours shall not be responsible or liable for any information, which it or its representative may furnish to the client in relation to the above.

8.3 Should On-line Safari Tours be required to courier documents; any costs incurred will be the client's responsibility.

8.4 If client intends to drive a rental car, the client is responsible for obtaining an international driving permit. The client must also be in possession of his/her local driving license.

#### EXTENSIONS

9. In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes, Force Majeure or any other cause which is beyond the control of On-line Safari Tours, it is understood that the expenses relating to these unscheduled extensions including hotel accommodation, food, travel etc., will be the clients responsibility and should be claimed from the client's insurance. On-line Safari Tours accepts no liability for changes, omissions or delays before or during the course of any such extension.

## GENERAL INFORMATION

10.1 On-line Safari Tours shall not be bound by any representation, warranty, promise or the like not contained herein or agreed in writing. No representation, term, warranty or condition express or implied shall be considered to be or have been made or agreed or implied by reference to any other writing, advertisement or conversation.

10.2 A waiver of any of these terms & conditions, or any right arising thereunder, shall be valid only for the particular occasion and shall not affect the operation of such conditions or rights for the future.

10.3 Should On-line Safari Tours appoint a tourist guide in respect of any tour, the client shall be obliged to comply with all reasonable instructions of such a tourist guide. On-line Safari Tours reserves the right to terminate the tour of any client who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tourist guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, tour group or service provider. All guides employed are multilingual THETA accredited tourist guides – all of who are medically cleared, First Aid practitioners and in possession of all legal requirements according to South African law or the law of the country in which tourist guide operates at the relevant time.

10.4 All clients shall comply with any prohibition on smoking imposed in or on any facility used on any tour.

## JURISDICTION

11. This agreement is governed by the laws of the Republic of South Africa and clients hereby submit to the jurisdiction of the South African Courts. In the event of any disputes arising from this agreement, the parties shall have the option to agree on arbitration to resolve such disputes. Arbiters may be appointed by the South African courts or similar body.

## GENERAL

11.1 On-line Safari Tours and the Client place on record that this is the only full agreement between the parties and no other agreement shall be binding unless it is in writing and signed by both parties.

11.2 Any alteration to this Agreement must be in writing and signed by the client or an authorised representative of On-line Safari Tours. All notifications and communications by the client must be sent to the email address as given by the Operator. The operator will send such notifications to the client at the clients address in his/her country of residence.