

BOOKING TERMS AND CONDITIONS

TALES FROM AFRICA TRAVEL

In an ideal world you don't need terms, booking- or cancellation conditions. However, you are booking an incredibly special and bespoke holiday with us and neither you, nor we, want any complications or uncertainties to manifest. We will do our utmost to ensure that your holiday is carefree, but in the unlikely event of complications rearing its ugly head it is best to have legal and practical certainty. Please therefore always read any and all booking- and cancellation conditions carefully to avoid nasty, yet avoidable, surprises.

1. General

These terms and conditions are applicable to all services and bookings (hereinafter jointly referred to as "tours") offered by, or booked through, Tales from Africa Travel, registered in Cape Town, South Africa (hereinafter referred to as "Tales from Africa", "TFA travel", "us" and/or "we". Booking your tour means accepting these conditions. Since you book your tour with Tales from Africa Travel in South Africa, everything concerning your tour, including these booking conditions, shall be interpreted according to the laws of the South Africa and shall further be subject to the jurisdiction of the South African Courts.

2. Laws and jurisdiction

2.1 Booking your tour also means you also unconditionally agree that any legal disputes will, explicitly and exclusively, fall under the jurisdiction of the South African courts of law.

2.2 During the tour you must at all times comply with the laws, customs, foreign exchange rules, and other regulations of the country you visit.

3. Privacy and internet security

We have an extensive privacy policy which you can find on our website. This policy is fully compliant with the strict European GDPR laws and South African's POPI law. In short:

3.1 All private and sensitive information we receive from you will instantly be removed from our online system and will only be saved on an encrypted and secured external location which is not connected to the internet. your information therefore reasonably cannot be accessed by hackers or compromised through an unlikely online breach of our systems. Furthermore, any financial information you disclose to us (i.e., bank accounts, credit card information etc.) will only be saved in exceptional circumstances.

3.2 We want to emphasize that we'll only ask you for personal information that we really need to organise your tour. In accordance with Privacy Laws, you have the right to refuse to give us any of the information we request from you, in which case we will inform you what part of the services comprising your tour we cannot book for you. We will then send you a revised quote and inform you which services you will have to book yourself. Please note that booking these services becomes solely your own responsibility and we cannot be held liable for any delay or cancellation of any other services whilst travelling resulting directly or indirectly from you not booking these services correctly yourself.

4. Insurance

For the full duration of the tour, including extensions, a comprehensive travel insurance policy is **mandatory**. This policy needs to include full coverage of your tour, any activities you plan to do and a Flying Doctor service. Comprehensive travel insurance will include, amongst others, cancellation and curtailment cover as well. You will need to inform us about your insurance details before the tour departs.

5. Age

5.1 There are no age limits on joining a tour when accompanied by an adult who is the main booker of your party. If all members of your party are under the age of 21, you need to provide an original letter of consent by your parents or legal guardians that you can book a tour with us. A copy of your parents'/legal guardians' identity documents or passports must accompany such letter of consent.

5.2 For self-drive tours, the driver must be at least **18** years old, hold a valid driving license, and have a credit card with sufficient funds in his/her own name. There are supplementary costs for drivers under 23 years of age. If your driving license is not in English, you also need to bring an international driving license. If there are additional conditions or limitations on your driving license, you need to inform us when booking your tour. No exceptions to the contents hereof may be made due to legal and insurance obligations on our part.

5.3 For all motorcycle tours, the rider must be at least **23** years old, hold a valid driving license, and have a credit card with sufficient funds in his/her own name. If your driving license is not in English, you also need to bring an international driving license. If there are additional conditions or limitations on your driving license, you need to inform us when booking your tour. No exceptions to the contents hereof may be made due to legal and insurance obligations on our part.

6. Booking your tour

6.1 Once you have agreed to your tour itinerary and our quote, you have to fill out a booking form we provide, check the box that you agree to our terms and conditions and send it back to us by email. By returning the completed booking form (clicking on the send button) your booking is official.

6.2 From the moment of return of the booking form these terms and conditions fully apply to your booking. Within a couple of days, we will send you an e-mail with the official confirmation of your booking and a list of the minimal additional details we need in order to run your holiday to perfection. These details concern travel insurances, meal preferences as well as any other information we need to secure your booking.

7. Fixed prices

The agreed upon price at the moment of your booking is normally a fixed price. We won't charge you any increases in prices, unless these are a result of changes in government taxes, entrance fees or any other fee which is determined by a governmental institution or authority. These are changes and increases beyond our control.

8. Changing your booking

8.1 Changes after you have booked

You can always, within reason, change or add something to your booking for any other reason after you received our official booking confirmation. We will be happy to accommodate you, but we may in our sole discretion charge an administration fee from US\$ 35 for each change made (this covers the extra work), plus extra expenses that may be incurred as a result of the change(s).

Should you decide to change your whole booking to another itinerary and/or date, we will do our utmost best to minimize the costs. However, if we are charged cancellation fees by any of our providers, we have to consider your change as a cancellation of your original tour, in which case we will have to charge you the applicable cancellation fees. Kindly therefore ensure that your travel insurance covers cancellation and curtailment and that you familiarize yourself with the events that are indeed covered by same.

9. Payment

9.1 Immediately after you receive our email with the official confirmation of your booking, you need to pay a deposit of 30% of the tour price, as well as full costs for international and/or domestic flights if any, into the bank account of Tales from Africa Travel. Included in the quote and in the 30% deposit is a non-refundable fee of US\$ 150 for the work we do.

9.2 The balance needs to be in our bank account no later than 6 weeks before the departure date of your tour (= day 1 of the itinerary). So, if you book within 6 weeks before departure you need to transfer the whole amount at the time of booking.

9.3 If you want to pay by credit card, we will have to add a 2.5 - 4.5% surcharge (depending on the credit card) on the total costs to cover the additional costs of a credit card payment.

9.4 Payment needs to be done into the bank account of Tales from Africa Travel. Unless otherwise agreed in writing, if your payment is not in our bank account in time and in full, this constitutes a cancellation of your tour and the applicable cancellation fees will be applied.

10. No extra bank transfer fees or other fees

We don't want you to pay for our banking costs or for any extra costs (like reservation costs), so we have included all of these in our quotation. As a result, our quote has **no extra hidden fees** (except any credit card costs). We will provide all banking details in our confirmation email.

11. Cancellation of your tour

11.1 Cancellation for any reason

If your tour is cancelled, either by you, due to circumstances beyond our control, or any 'Act of God' (see clause 12 below) that impacts the booking, the following cancellation fees will apply:

- The fee of US\$ 150 to cover our costs, plus any non-refundable deposits for providers and/or flights that you have agreed to beforehand, plus:
 - Up to 56 days before departure: the above costs only;
 - Between 56 and 15 days before departure: 60% of the tour costs;
 - 14 days **or less** before departure: the **total tour cost**

11.2 How to cancel

All cancellations must be received and acknowledged by Tales by Africa Travel by email. The actual day we receive your email is the day of cancellation, not the day of sending. So, if you send a letter of cancellation, **always** add a receipt- and read notification to it, so you have proof of the date of cancellation.

12. Acts of God

Force Majeure ("Acts of God") are unforeseen circumstances including, but not limited to, a WHO-recognized pandemic, war, illnesses, quarantine, weather, riots, and any other unforeseen events beyond the control of Tales from Africa Travel that may cause delays, alterations, or cancellation of your tour, either before or during your tour. (We want to emphasize that our cancellation policies in this regard are not of our own making, but as a direct result of cancellation policies enforced by our suppliers.)

12.1 Should a *Force Majeure* event occur more than 56 days before your departure, we will fully refund all payments made to us (less the US\$ 150 administration fee), with the exception of non-refundable expenses we have incurred on your behalf including, but not limited to, the bank transfer fees, domestic flight costs, vaccinations, travel documents etc.;

12.2 Should a *Force Majeure* event occur between 56 days **and 1 day** before your departure, no refund is possible, but you can freely postpone your booking to a new date of your choice for departure within 12 months of the original date. You'll only be liable for our administration fee and costs directly resultant due to this date change, like a change to another season, the need to replace one of the agreed upon services etc. If you decide to cancel your tour within this time period, the regular cancellation rates will apply.

12.3 Should a Force Majeure event occur on the day of arrival or during your tour, all consequences are for you own account. Tales from Africa Travel will do its utmost to assist you, but we cannot be held liable in any way for consequences, financial or otherwise, which may arise as a result of such events.

12.4 Covid-19 and pandemics in general.

During any pandemic, like the global Covid-19 pandemic, all travel shall attract an element of uncertainty since nobody can predict the future (i.e., whether you can travel at the moment of departure). Any costs incurred as a direct result of travel bans, vaccination status or any other impediment or change of plans, both before and during the tour, as a result of a pandemic will only be reimbursed **for the amount that Tales from Africa Travel is in turn reimbursed by our providers.**

13. Your travel documents

Once we have received your full payment in our bank account, we will send you (where applicable) the vouchers, route descriptions and all other information by email. Due to our commitment to avoid unnecessary use of printing paper we supply no printed copies.

14. Passport, visa, and other travel documents

It is your own and sole responsibility to ensure that your driving license, passport, visas, health certificates, proof of vaccinations and any other required documentation are all in order for all countries visited during the tour. Tales from Africa Travel shall not be held accountable nor responsible for any consequences, damages or claims which result from your failure to comply.

15. Liability

15.1 Tales from Africa Travel shall not be held accountable nor responsible for any accidents, illnesses, deaths, thefts or any other damage to your person or your personal effects which occur during the tour, even if this leads to curtailment of your tour and/or extra costs for you. For this you have your obligatory travel insurance. By booking your tour you waive all rights to institute claims against us, either under South African or any other international law.

15.2 When booking, you will receive an Indemnity and Waiver form, which forms an integral part of our booking conditions and needs to be signed and returned at the same moment as our booking form.

16. Miscellaneous

16.1 You are not allowed to carry any product or produce which is illegal in the countries you visit.

16.2 You must, at all times, comply with all directives from, and agreements with, the employees and representatives of Tales from Africa Travel.

16.3 Your failure to comply with these booking conditions may result in your expulsion, exclusion and/or removal from the tour at any time. Tales from Africa Travel shall not be liable for any costs and/or expenses incurred as a result of your expulsion, exclusion and/or removal, and you shall not be entitled to a refund or rebate of the tour price or any additional compensation in such instances. In addition, Tales from Africa Travel will charge you for all extra costs which we need to incur as a result thereof.

17. Complaints

Although unlikely, it is possible that you may encounter complications during your tour or have an experience in contradiction to your expectations. Please Notify us or one of our representatives immediately so that we may best be able to address your concerns as We have, amongst others, a 24/7 emergency service which you can call or WhatsApp. We will do our utmost to resolve your complaints soonest. Should you still not be satisfied after our intervention, please proceed to address your complaints to us by email for further consideration by us and our legal team.