

Terms and Conditions

Matakataka Tours & Safaris (Pty) Ltd, Registration number 2015/218489/07 (The Company)

APPLICATION

- The terms and conditions shall apply to any tour/booking concluded between The Company and the undersigned client in respect of the tour, which is fully described in the confirmation of the booking.
- All references in these terms and conditions to “client” shall include references to an agent of the client, with such changes as the context may require.

APPLICABLE LAW AND JURISDICTION

- These terms and conditions shall be deemed to have been concluded in Hoedspruit, South Africa and shall be interpreted according to the laws of the Republic of South Africa.
- The client consents to the jurisdiction of the Magistrates Court of Hoedspruit in terms of the provisions of Section 45 of Act 32 of 1944 as amended but it is specifically agreed that The Company at its discretion can sue in the High Court if it deems it is appropriate.

BOOKINGS

- The Company reserves the right not to confirm the booking until the full amount has been received by The Company and all the relevant documentation has been signed and completed in full by the client.
- Any amendments to, or cancellation of the booking shall be subject to these terms and conditions.

TOUR PRICE AND PAYMENT

- While Matakataka Tours & Safaris (Pty) Ltd always try to ensure the accuracy of the tour price, the price can be subject to change as a result of factors beyond reasonable control of The Company, in which event Matakataka Tours & Safaris (Pty) Ltd shall notify clients of such change as soon as possible.
- The tour price and activity package includes only those services/items that are included as per the itinerary. The client shall be responsible and pay for any additional items or services not specified to be included.
- The tour price must be paid by not later than 30 days prior to the departure date for the tour, failing which the Company reserves the right to deem the

booking as having been cancelled, and to levy the cancellation penalties set out in these terms and conditions.

- In the event that the client makes a booking within 30 days of the date of departure of the tour, the client will be required to pay the full tour price upfront.

DEPOSIT AND INVOICING

A booking is considered confirmed when Matakataka Tours & Safaris (Pty) Ltd sends written confirmation to the client/agent confirming the booking. 50% Payment is required to confirm a booking. Full payment is due 30 days prior to the departure date.

If a booking is made within 60 days of the tour departure date, 50% payment is required on booking. If the booking is made within 30 days of the tour departure date, 100% payment is required on booking. Non-timeous payment will result in the cancellation policy being applied.

Once a Tour Operating Agent confirms a booking they are fully responsible for the entire payment to Matakataka Tours & Safaris (Pty) Ltd.

COST OF MAKING CHANGES TO THE HOLIDAY

Changing the date of a tour, within 60 days of departure, is subject to a fee of 10% of the tour price, as well as and including all and any costs The Company have had to date for this tour.

If a client joins the tour after the departure date, or leaves before the completion thereof for any reason whatsoever, the client shall not be entitled to any refunds from the Company.

CANCELLATION CONDITIONS

Cancellation of a tour must be made in writing and is not effective until such written cancellation is received and acknowledged by Matakataka Tours & Safaris (Pty) Ltd A cancellation fee of 10% is applicable to tours cancelled more than 60 Days before the date of departure.

Should a Client cancel a booking 60 days or less prior to the date of departure of the tour for any reason, the client shall be liable to pay a cancellation penalty. The cancellation penalty is calculated by having regard to the nature of the booking, length of notice of cancellation and reasonable potential to find alternative customers. Having regard to the mentioned factors, the following percentages may be forfeited by the customer in respect of the arranged tour price due to a no-show or cancellation.

>60 Days: 10% of the tour price

30 – 60 Days: 50% of the tour price is held as cancellation

14 – 29 Days: 75% of the tour price is held as cancellation

0 – 14 Days: 90% of the tour price is held as cancellation

All cancellations need to be made in writing by the client, and confirmed in writing by the The Company.

The Company reserves the right, to cancel a tour with good reason to do so. In such event, the Company shall refund the tour price to the client. The refund of the tour price will be the Company's sole responsibility to the client, and no claim for any damages, howsoever arising, shall accrue against the Company by reason of a cancellation of the tour.

PASSPORTS, VISAS AND OTHER TRAVEL PAPERS

- It is the client's sole responsibility to ensure that passports, visas, health certificates, proof of vaccinations and any other required documentation are all in order for the countries to be visited during the tour.
- The Company shall not be held liable for any consequences, damages or claims if the client prior does not correctly attend to the client's documentation and related matters as contemplated herein.

INSURANCE

- Comprehensive travel and cancellation insurance is mandatory on the tour. It is the client's responsibility to ensure that he or she has such insurance in place (together with the required paperwork to prove such insurance) before embarking on the tour.
- Should the client be unable to present proof of such insurance to the Company (on request therefore by the Company), the Company may, in its sole discretion, exclude the client from the tour, and the client shall be liable for the cancellation penalty payments set out in these terms and conditions.
- The client acknowledges that the travel insurance must include comprehensive medical insurance including provision for air evacuation, and that the Company shall not be liable for any consequences, damages or loss as a result of the client failing to have the necessary cover.

BAGGAGE

- The client shall be responsible for all baggage and personal effects brought by him or her on the tour, and the Company shall not be liable for any loss or damage to such baggage or personal effects, howsoever arising.
- The client shall be entitled to one bag that weighs not more than 20 kilograms, and a backpack/hand luggage.

HEALTH

- The client accepts that to participate in the tour requires a measure of physical fitness and health and it is the client's obligation to ensure that he or she is medically fit to embark on the tour.

AUTHORITY ON TOUR

- The client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited during the tour.
- The client acknowledges that any disruptive, dangerous or potentially dangerous behavior during the tour shall not be tolerated and that the Company, its employees, representatives, agents and/or contractors being so authorized, reserve the right to exclude the client from the tour at any point therein in such circumstances.
- The Company shall not be liable for any costs and/or expenses for the client resulting from exclusion as aforesaid, and the client shall not be entitled to a refund or rebate of the tour price or any additional compensation in such instances.

MARKETING

- The Company reserves the right to use any photographs and video taken during the tour for use in marketing or any other advertising material, and the client hereby consents to such use.

UNFORSEEN CIRCUMSTANCES

Unforeseen circumstances including but not limited to war, mechanical breakdowns, weather, riots or any reasons beyond the control of the Company may cause delays or alterations to the tour. The Company shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these.

TRAVEL DOCUMENTS

On booking, the client shall be issued with our tour information. It is the responsibility of the client to read and understand this information before traveling.

INDEMNITY AND EXCLUSION OF LIABILITY

- The client accepts that the tour can be of an adventurous nature and involves an element of personal risk.
- The Company, its directors, employees, representatives and agents shall not be liable for any loss or damage of any nature arising (including, but not limited to, the client's or any other person's injury or death, or any loss of or

damage to the client's or any other person's property) which the client or any such other person may incur or suffer as a result of or arising from the clients participation in the tour and any other activities undertaken on or during the tour, and the client irrevocably releases the Company, its directors, employees, representatives and agents from any and all such liability.

PRIVACY POLICY

Matakataka Tours & Safaris (Pty) Ltd has a strong commitment to providing excellent service to all of our customers and visitors of our Website, including respecting concerns about privacy. The Company will explicitly ask when we need information that personally identifies you or allows us to contact you ("personal information"). Generally, this information is requested when making reservations and when requesting a particular service. You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything. The purposes for which The Company will use your personal information are as follows: to transact with you via the website or email regarding reservations, to provide services to you via our website; to inform you of new features, services, special offers and products (provided you have consented to receiving such marketing material); to enable us to process, validate and verify reservations and requests for services and for the purposes for which you specifically provided the information; to improve your experience on our website.

Whilst The Company is of intent to take reasonable measures to keep personal information about you confidential, it shall however not be liable for any loss or damage, suffered as a result of the disclosure of such information beyond the reasonable control of the supplier.