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## Terms and Conditions

### Definitions

"We", "our", "ourselves" and "us" means Umkulu Travel (see also definition of Company);

"You", "your", and "yourself" means any person except members of the crew, carried or to be carried by us on a Tour;

"Agent" means a person or a company authorised to act on behalf of Umkulu Travel

"Baggage" means your personal property accompanying you in connection with your Tour

"Booking" means a booking made by you or the Agent for the purchase of a Tour and which is accepted by us in accordance with these Terms and Conditions;

"Booking Confirmation" means the express confirmation in writing including the pick-up point you received from us (or from the Agent on our behalf – Note: please confirm that this is the case) to identify each tour reservation made by you which is confirmed by us.

"Client" (see definition for you, your yourselves);

"Company" means Umkulu Travel (see also definition of "We", "our", "ourselves" and "us")

"Damage" includes death, wounding or bodily injury to a Client and loss, partial loss, theft, repatriation costs or damage to Baggage whatsoever arising in connection with the Tour or other services incidental thereto performed by us even if such damages were reasonable foreseeable;

"Date of Departure" means the date of the Tour indicated in the Booking Confirmation;

"Fare" means the amount paid or to be paid for the relevant Tour which excludes the Transport Fare;

"Tour" means the specific tour selected by You to which your booking form refers to;

"Transfer Fare" means the fare for carriage from and to the Pick-up point; these fares are stated as single or a return.

### 1. Applicability

1.1 These Terms and conditions govern all Bookings you made with us and to any liability we may have in relation to that Booking.

1.2 Upon receipt of a Booking form by us a non-refundable deposit of 50% of the Fare ('Deposit') per person has to be paid by you.

When making a Booking our contract with you begins when we receive payment of the Deposit from you or the Agent and you (and/or your Agent) receive a Booking Confirmation from us. When you make a Booking, you accept these Terms and Conditions and you also accept them on behalf of all members of your party. You are also responsible for the payment of the Fare/s due from each and every member of your party. Upon cancellation the Deposit will be refunded only if the Company is not able to accommodate the Client on the requested Tour for the following reasons:

(i) the Tour is fully booked; or

(ii) the minimum number required for each Tour is not reached; and/or

(iii) the Tour is cancelled for reasons beyond our control in accordance with terms of this Terms and Conditions

### 2. Payment

2.1 The Payment of the relevant Tour Fare must be paid in full no later than 4 weeks prior to Date of Departure of the relevant Tour.

If such sums have not been paid in full when a Booking is confirmed we may at any time within 4 weeks prior to the Date of Departure cancel the Booking. Late payments may however be accepted on an availability basis at our sole discretion. The Bank fees for transfers of payments for tours, excursions, transfers are for the cost of the Client and not the company as referred to in the above description of Company.

### 3. Cancellation by Client

3.1 Cancellation of a Booking by a Client must be made in writing, by the person signing the booking form, and is not effective until the Company receives such cancellation. If the cancellation is received 31 Days or



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more prior to the Date of Departure the deposit shall be forfeited. In the Event of cancellation 30 Days prior to departure the following charge will apply: (i) 30 days or more - 50 % of the total Fare; (ii) 29 to 14 days - 75 % of the total Fare; (iii) 13 to 0 days - 100 % of the total Fare. If you or one of the members of your party fails to join a Tour, or join after departure, or leave it prior to its completion, no Tour Fare shall be refunded.

#### **4 Changes**

4.1 Save as stated in clause 22.1 hereunder You are not entitled to change the Tour Booking once confirmed. In order to change a Booking the original Booking must be cancelled

#### **5. Cancellation by the company**

5.1 All Tours shall be operated subject to a minimum number of participants. Should this minimum number not be reached the Company reserves the right to cancel the Tour. In instance where the Company has to cancel the Tour for the reason stated above in this clause 4 the Company will return to the client all monies paid, which shall constitute the full extent of the Companies liability to the Client , or the Company at its sole discretion may elect to offer the client an alternative holiday of comparable standard .

#### **6. Alterations to Itineraries**

6.1 Although every reasonable effort is made to adhere to itineraries described in the brochure and on the website (of Umkulu and the Agent), We reserve the right to occasionally cancel or change routes and accommodation at any time where we reasonably consider this to be justified by reasons beyond our control or for Client's safety ("Force Majeure"). When a cancellation or a major change becomes necessary before the departure, we will use our reasonable efforts to inform you of any such cancellation or alteration.

#### **7 Force Majeure**

7.1 The Company will not be held responsible for any compensation to the Client if the Company have to change the Tour (or any part of it) and/or cancel the Tour due to Force Majeure, namely war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other external circumstance beyond the Company's control.

#### **8 General**

8.1 You are solely responsible for complying with all laws, regulations, orders, demands and requirements of countries to be taken from, into or over and instructions by us relating thereto. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements, instructions, whether given orally, in writing or otherwise or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions.

#### **9 Travel Documents**

9.1 You are solely responsible for obtaining and must possess and have available on presentation as required all entry and exit, health and required documents as required by laws (including but not limited to a valid certificate of vaccination/s), regulations, order, demands or requirements of the countries to be taken from, into or over. We reserve the right to refuse carriage to any Client who has not complied with, or whose documents do not appear to comply with, such applicable laws, regulations, order, demands or requirements. Unabridged Birth certificates is the responsibility of every participant. The company will not be liable for any participant's refusal of entry due to the lack of correct travel documents required to enter a foreign Country. It is each individual's own responsibility to ensure they have the correct travel documents in place when participating in any of the company's as referred to above tours and or adventures and or excursions.

#### **10 Refusal of Entry**

10.1 You agree to pay the applicable charge and/or penalties or fines whenever we, on order of any Government or immigration authority, are required to return you to the point of origin or elsewhere,



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owing to your inadmissibility into a country, whether on transit or destination. In such circumstances we will not refund any Fare to you for Tours with us that you are unable to participate for these reasons.

11 Clients responsible for Fines, Detention Costs, etc.

11.1 If we are required to pay or deposit any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries to be taken from, into or over or to produce the required documents, you shall on demand reimburse to us any amount so paid or expenditure so incurred or to be paid. We may apply towards such payment or expenditure the value of any Tour unused by you, or any unused funds in our possession.

12 Security inspection

12.1 You shall submit to any security checks or requirement by Government or immigration officials or by us.

13 Refusal

13.1 We may refuse to carry you if, in the exercise of our reasonable discretion, we determine that:

- (a) such action is necessary for reasons of security;
- (b) such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be taken from, into or over;
- (c) your conduct, status, age or mental or physical condition is such as to:
  - (i) require our special assistance;
  - (ii) cause harm, discomfort or make yourself objectionable to other Clients or crew; or
  - (iii) involve any hazard or risk to yourself or other person or to property; or
  - (iv) You have committed misconduct and such conduct may be repeated; or
  - (v) You have not observed, or may fail to observe our instruction with respect to safety or security; or
  - (vi) The applicable Fare have not been paid, or credit arrangements agreed between us and you (or the person paying the Fare) have not been complied with; or
  - (vii) You do not appear to be properly documented;
  - (viii) Upon request by us you do not provide a medical certificate to confirm that you are fit to travel.

If as a result of your conduct we decide, in the exercise of our reasonable discretion, to cancel your Booking and/or return you to the original point of departure or somewhere else, then you must pay to us all costs which we incur of any nature whatsoever as a result of arising out of that conduct. In such a case Tour Fare will not be refunded.

14 Alterations to these Terms and Conditions

14.1 No employee or representative of the Company has the right neither to alter, vary, waive the rights of these Terms and Conditions, nor to undertake any liability whatsoever on behalf of the Company, unless such be in writing and signed by the director of the Company.

15 Health

15.1 The Client acknowledges being aware of the proposed itinerary and hereby confirms that he or she is medically fit, in good health, and is able to embark upon the tour. Any client with a pre-existing medical condition or illness must declare the true nature of such condition at the time of the booking.

16 Baggage

16.1 All baggage and personal effects are at all times at the Clients own risk and the Company cannot accept liability for any loss or damage to baggage or personal effects.

17 Insurance

17.1 Travel and cancellation insurance is mandatory for all clients. Before a client commences a tour, he or she must arrange his / her own insurance with a reputable insurer, with protection for the full duration of the tour to cover injury, medical expenses, repatriation expenses, loss luggage, and the expenses associated with the cancellation curtailment of a tour. The Company shall not refund the client in the case of illness, death or loss of body parts. We strongly recommend you to buy a fully covered travel and medical insurance. Please consult your insurance company and or a registered Travel Insurance supplier.



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#### 18. Liability

18.1 We are not liable for damages arising from our compliance with any laws or Government regulations, orders or requirement, or from your failure to comply with the same.

18.2 We are not liable for damages to Baggage unless such damage is caused by our fault.

18.3 In the event Umkulu Travel shall be liable to the Client in contract, Tort, under Statute or otherwise the liability of Umkulu Travel shall be limited to direct costs and in any case shall not exceed a sum equal to the Fare paid by the Client. We shall furthermore not be liable for indirect, consequential damages of any nature whatsoever and howsoever arising.

18.4 Except in the case of negligence or fault on our part our act or omission done with intent to cause damage or recklessly and with knowledge that damage, would probably result, we shall not be liable to you in the event of an accident resulting in your death or other personal injuries while on the Tour operated by us. Clients bookings are accepted on the understanding that they appreciate the possible risks inherent in Adventure Travel and that they undertake the tours, Safaris, river trips and expeditions at their own risk.

18.5 The Client and his / her dependents, heirs, executors, administrators AR assigns, hereby indemnifies and hold harmless the Company, its members, employees, representatives, organizers, helpers and agents from any costs (including repatriation/transfer costs, penalties and/or fines issued by any relevant government) and/or claims of whatsoever nature and from any liability or delay, loss, damage, injury, illness, or death, arising from the Client's conduct during the tour.

#### 19 Information

19.1 The Company reserves the right to change prices due to unforeseen increases or exchange rates fluctuations to which it may be subjected. The Company also reserves the right to change any of the facilities or vehicles described in the brochure, without becoming liable for compensation or refund.

#### 20. Marketing

20.1 You acknowledge and agree that the Company may take films or and photographs of you while on any Tour, and use the material in advertising, and or any promotional material without obtaining your prior consent and you shall not be entitled to any payment.

#### 21. Severability

21.1 If any part, term or provision of this contract is held to be illegal or unenforceable, it shall not affect the validity of enforceability of the remainder of the contract. Furthermore, if any covenants are held illegal or unforeseeable by virtue of its scale, extent or duration, it shall remain valid and enforceable in such reduced scale, extent or duration as any court may decide as being the maximum scale, extent or duration permissible.

#### 22. Cost of making changes to the Booking.

22.1 Subject to the Company's sole discretion and the payment of South African Rand 500,00 ('Administrative Costs') the Client may elect to transfer the Booking onto an alternative available Tour not later than 31 days prior to the booked Date of Departure.

Should the Company be unable to transfer the booking for any reason and the Client decides to cancel the booked Tour cancellation fees in accordance with clause 3 shall apply.

#### 23. Credit card payment

23.1 Payments by credit card will incur into a 2,5% surcharge.

#### 24. Jurisdiction and Law

24.1 This Terms and Conditions shall be interpreted under the laws of South Africa and submitted to the exclusive jurisdiction of the South African Court.