

## **Adventour (Pty) Ltd Terms and Conditions**

### **1) Definitions and Interpretation**

- a. Adventour (Pty) Ltd: A company registered in South Africa that connects Guests with cost-effective access to the Partners' Services.
- b. Client: The company who concludes the Quotation, for and on behalf of the Guests, who in doing so confirms that he/she embodies the necessary legal capacity to do so.
- c. Departure: The date of commencement of provision of the Services by the Partners.
- d. Guests: All individuals, including the Client and Guest Clients, availing themselves of the services.
- e. Services: Any service offered by the Partners, including, from time to time, accommodation, car rental, air charter, driver and tracker services, food and beverages.
- f. Partners: Individuals and companies that provide the Services.
- g. Quotation: The booking form concluded by the Client, evidenced by the payment as per Clause 4(a), which constitutes the contract between the Client and Adventour (Pty) Ltd.
- h. Where examples are used to give an indication of circumstances that may apply using the term 'including', that shall be interpreted to mean 'including without limitation';
- i. Words in the singular include the plural and vice versa;
- j. Words importing any one gender include each of the other two genders;
- k. A reference to a natural person includes a legal persona; and
- l. The headings of clauses are intended for convenience only and shall not affect the interpretation of this undertaking.

### **2) Quotation**

- a. The Quotation is subject to availability of the Services as at the date of Departure.
- b. Requests for changes in the Quotation following its conclusion will require the reissue of the Quotation, and a change in the Quotation price.
- c. The quotation is based on prices obtained from the Partners on the date of issue of a Quotation, and subject to the provisions of this clause 2, Adventour (Pty) Ltd may update its Quotation up until the date that it has received the total Quotation payment.

### **3) Reservation Made**

- a. Adventour (Pty) Ltd books the Services described in a Quotation upon receipt by it of the concluded Quotation.
- b. Subject to the further provisions of these Terms, should any of the booked Services be unavailable at the commencement date, the Client will have the option to request Adventour (Pty) Ltd to replace those with services of equivalent standard.

### **4) Payment by "Clients"**

- a. A concluded quotation is accompanied with a bona fide letter of client via email confirmation as is required for the Services to be booked.
- b. 50% deposit of the full invoice amount is payable on confirmation of services after which the remainder will be payable no less than 7 days prior to departure.
- c. Payment must be made without setoff or deduction by bank transfer to Adventour (Pty) Ltd's bank account in South Africa.

### **5) Cancellation**

A cancellation of the Quotation must be received by Adventour (Pty) Ltd in writing via email, and will be subject to a cancellation fee of:

- a. 40 days or more prior to Departure: 10% of the Quotation fee.
- b. More than 28, but less than 40 days prior to Departure: 30% of the Quotation fee.
- c. More than 14 days, but less than 27 days: 50% of the Quotation fee.
- d. More than 7 days, but less than 13 days: 75% of the Quotation fee.
- e. Six days or less prior to Departure: 100% of the Quotation fee.

## **6) Modifications or Cancellation of the Services**

Despite Adventour (Pty) Ltd's pledge of its best efforts to ensure the optimum provision of the Services by the Partners, unforeseeable circumstances may limit or prevent the same. To that end, the Client acknowledges and agrees that no deduction in or refund of the Quotation price will apply:

- a. In the event of a force majeure, which requires the Partners to amend the Services without prior notice; or
- b. Should unforeseeable circumstances require the Partners to amend the Services (including a change in road conditions, and unseasonal or unexpected meteorological conditions); or
- c. In the event of an existing or new medical condition of one or more Guest require an amendment of the Services; or
- d. Should the illegal or incompatible conduct of a Guest compel an amendment of the Services.

## **7) Insurance**

The Services do not include the provision of any insurance services, which remains the exclusive obligation of the Client and or Guest.

## **8) Limitation of Liability**

All persons availing themselves of the Services do so entirely and unconditionally at their own risk. Adventour (Pty) Ltd, the Partners, their respective officers, employees and/or contractors (collectively called 'the Owners'), will not be held responsible or liable, directly or indirectly, for any claim of whatsoever nature in respect of any loss, damage, expense, injury or death howsoever caused to, or sustained or suffered by any person/s and/or property at any time, whether arising from negligent act/s or omission/s or the Owners.

## **9) Health**

It is recommended that all Guests seek prior medical advice from their qualified medical practitioner in respect of any existing or reasonably anticipated medical condition. In the event of any resulting advice, the relevant Guest must inform Adventour (Pty) Ltd before departure of every medical matter at issue.

## **10) Accident**

The Client acknowledges that a safari may bring the Guests into close contact with unknown dangers, including harsh outdoor conditions and possible confrontation with wild animals.

## **11) Visas**

The Guests acknowledges his/her obligation to ensure that all necessary passport and visas are valid for the countries to be visited as a result of the provision of the Services.

## **12) Waiver and Severability**

- a. No waiver of any of these terms or conditions will be binding for any purpose unless expressed in writing and signed by the parties, which waiver will then be effective only in the specific instance and for the purpose given.
- b. No failure or delay on the part of Adventour (Pty) Ltd in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- c. In the event that any of the provisions of this Agreement are found to be invalid, unlawful, or unenforceable such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.

## **13) Whole Agreement**

This document constitutes the whole of the Agreement between the Parties, to the exclusion of all else. No amendment, alteration, addition, variation or consensual cancellation of this undertaking will be valid unless in writing and evidenced by the authorised signatures of both parties.

#### **14) Jurisdiction**

This Agreement shall be governed by South African law, and the parties hereby irrevocably agree to the jurisdiction of the Magistrates Court, Johannesburg, in respect of any dispute flowing from this Agreement.