

AFRI UNIQUE TOURS (PTY) LTD – STANDARD TRADING CONDITIONS.

All dealings whatsoever are governed by the following booking conditions (hereinafter the conditions) of Afri Unique Tours (Pty) Ltd (hereinafter “the Booking Agent”) :

1 . The Client and Authority

The person requesting any quotations or estimates, or making any booking, or to whom any service is rendered, is deemed to have read, had explained, (if required), understands and accepts the conditions and to have the authority to do so, on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively hereinafter referred to as ‘the Client’).

2. Third Party Travel Service Providers

The Booking Agent provides Clients with travel and/or other services either acting as itself or acting as agents for principals associated with the travel industry, such as airlines, hotel / lodge, or reserve owners etc, (‘collectively referred to as ‘the Principal’). The Booking Agent represents the Principal as agents only and accordingly accepts no liability for any loss, damage, injury, illness, harm or death, which any Client who may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise. This is subject in the case of injury or death, whether such injury or death is as a result of and can be proven to be due to gross negligence, or a wilful and negligent act or omission of the Company.

The contract in use by the Principal shall constitute the sole contract between the Principal and the Client, and any right of recourse the Client may have, will be solely against the Principal. The Booking Agent will enable the Client to access all terms and conditions of Principal, or itself advise such terms and conditions and identity details of all Principals, with which the booking is associated. The Client is responsible to familiarise themselves with such terms and conditions (‘the Principal’s Conditions’).

3. Passports

Airlines require the full names of passengers as printed on the passports and will not accept changes once tickets are issued for security purposes. Accordingly the Client must always make passport details available before booking. The Booking Agent accepts no responsibility if such detail is incorrectly provided and the cost consequences thereof will be for the client’s account.

In addition, passengers entering most African Countries must have passports valid for at least 6 months after the travel entry date. Immediate Deportation to the country of origin, at the client’s own cost, may result if this stipulation is not adhered to.

4. Children & Overweight travellers

A certified letter of consent from an officer of the law and provided by the absent parent, is required by a parent traveling with children, without the other parent being present during the trip.

Aviation companies now require 2 seats to be booked for travellers weighing 100kg (220lbs) or more.

Accordingly, Clients must please notify us in advance for extra reservations and costing purposes. For light aircraft transfers your consultant might request all passengers’ weights as part of the booking and confirmation process. This information is especially required for light aircraft transfer companies, in order that they may be able to calculate weight distribution and balancing of aircraft.

5. Air Tickets

All airline tickets are subject to complex Air Terms and Conditions. Unused tickets attract penalties, so Clients must endeavour to inquire about such risks directly with the airlines.

Recourse in the event of over-booking and “bumping travellers off their scheduled trip, is prescribed by the CPA and it is the Client’s responsibility to seek redress directly with such airline. The Booking Agent will not be held liable. This may relate to airport regulations, ticket changes etc. Clients must thus acquaint themselves

with all such matters.

“No-shows” may result in the ticket being voided and/or the Client being charged a cancellation fee. The airline’s terms are between them and the client. Accordingly the Client will have to negotiate any recourse that could exist, directly with the airline. The Client must acquaint him/herself with all loyalty programmes and manage the requirements without recourse to the Booking Agent.

6. Car and Vehicle Hire

Read the onerous terms and conditions of such service providers carefully and get the car hire consultant to comprehensively explain all the nuances, before signing any hire agreements. You will always be liable for all toll fees and traffic fines. The parties who contract will always be between the Client and car hire service providers and all right of recourse the Client may have, will be solely against the car hire company.

7. Reservations, Booking and Deposits

The Booking Agent will prepare a quotation for the required Travel Arrangements (hereinafter “the Quotation”), once the Client has enquired about the required travel arrangements verbally or by via written media and the Booking Agent has compiled an itinerary to the Client’s liking. No reservation can be confirmed until a written booking deposit and confirmation has been received.

To confirm reservations (“the Booking”) with the Principals, a *non-refundable deposit* of 30% (‘the Deposit’) of the total estimated value of the Proposed Travel Arrangements (‘the Price’) as specified in the Quotation is required. This Booking is reserved, subject to payment of the *Balance of the Price*, as specified hereunder. Air tickets, are likely to require full payment as per the applicable fare rule. Reservations are automatically cancelled, if full payment is not received by the applicable date.

Upon receipt of the aforementioned, the Client will receive a final confirmation entailing the final details of the reservation. This will be called the “the Booking Confirmation Form”, to be signed forthwith and returned to the Booking Agent.

8. Prices - costs

Prices are quoted at the *ruling daily exchange rate*. The Booking Agent reserves the right to pass on any charges resulting from changes in the exchange rate to the Client and the Client undertakes to pay for the additional costs such exchange rate change may create, until full total payment as per invoices presented, has been made. The ruling daily exchange rate will be quoted to the Client on the invoices. Accordingly the Client must check such exchange rate before making payment and the onus is on the Client to adjust price accordingly as there may be a difference between that and what is quoted on the final booking details.

However, once payment of the full Price is made in full, it guarantees the amount. This will however still be subject to statutory increases such as VAT as well as airline quotations (especially airport taxes) and fuel surcharges or price increases, which the Booking Agent can never confirm as being fixed.

Group bookings that change in numbers may require a recalculation of the costs. The Booking Agent then reserves the right to cancel the booking and retain any deposits already made, if the Client does not forthwith adjust the payment to suit after provision of time to Booking Agent, to rework the calculations.

9. Payment terms and Payment

Payment Options Accepted -

Payment may be made via Visa, Master Card credit cards or by direct bank transfer into the Afri Unique Tours bank account, the details of which will be provided on our confirmation invoice.

Credit Card Security -

Credit card transactions will be acquired for Afri Unique Tours by PayGate (Pty) Ltd who are the approved payment gateway for Standard Bank of South Africa. PayGate use SSL3 and no credit card details are stored on the website. Clients may go to www.paygate.co.za to view their security certificate and security policy.

Customer details will be stored by Afri Unique Tours separately from their credit card details which are entered by the client on PayGate’s secure site. For more detail on PayGate refer to www.paygate.co.za.

The Booking Agent manages credit card payments via Standard Bank's Paygate facility and are subject to the terms and conditions and provision of details required as specified in the credit card authorization form. When you receive your invoice from the Booking Agent, you are required to pay a full pre-payment for international, domestic and regional flights, plus a 30% deposit on all other services or activities in order to confirm your travel arrangements. The balance of the Price is due no later than eight weeks prior to departure or as per date specified in the Quotation or the booking confirmation.

Private Charter flights are treated separately and the Booking Agent will advise all trading conditions applicable in the event of a charter being required.

Should final payment be late, travel documents could be delayed and there may be additional cost implications. Such additional costs will be for the Client's account or may result in the cancellation of the booking. Late payment may also result in cancellation of the reservation by The Principal.

Trans-border travel . The Client must lodge a currency declaration with the Booking Agent in the event of crossing borders being envisaged, before any travel documents can be released.

Foreign Exchange Regulation Compliance is the Client's duty and especially relevant when the Client instructs the Booking Agent to transact on the Internet.

10. Responsibility, Limitation of Liability and Indemnity

The Client indemnifies and holds harmless the Booking Agent, its employees and agents with regard to the proposed travel arrangements , or any agency or person acting through or on behalf of the Booking Agent, which shall not be responsible for, and shall be exempt from, all liability in respect of loss (financial or otherwise), any additional expense, injury, accident, damage, trauma, death, harm, illness, death, delay or inconvenience, to, or additional expense incurred by any Client, including Client's heirs, executors, administrators or assigns, whether on the tour or journey or not, to ; or of their luggage, or other property, howsoever caused, whether or not arising from any act, omission, default, or negligence on the part of the Booking Agent whatsoever.

With regard to section 61 of the CPA, the Client indemnifies and holds harmless the Booking Agent, its employees and agents against any liability for any indirect and/or consequential loss or damages whatsoever and howsoever arising, such as unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes etc which is beyond the Booking Agent, or its Principal's control. Expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for the Client's account. All IATA airlines have the right to change the times and routings of their scheduled flights, including voluntary technical stops en-route (i.e. re-fuelling) without prior notice and are protected by the Warsaw Convention from any legal liability in doing so.

11. Amendment Fees

An amendment fee per Booking may be levied for any changes to the confirmed itinerary and or ticket. The Booking Agent's amendment fee may be charged in addition to that by the Principal.

12. Cancellation and Standard Conditions

The Booking Agent reserves the right to either claim the Deposit or to retain the deposit in the event of a cancellation and claim any damages that may have resulted by the Booking Agent.

The Principals may reserve the right to cancel any tour before departure, in which event the entire payment will be refunded to the Client without any further obligation on the part of the Booking Agent. Maximum cancellation fees by Booking Agent in the event of a Client cancellation: is as follows :

- Cancellation prior to 8 weeks of travel – Full 30 % deposit is forfeited
- Cancellation 8 – 4 weeks prior to travel – 50% of total cost is forfeited
- Cancellation less than 4 weeks prior to travel – 100% of total cost is forfeited

Please note that certain of our Principal's and Suppliers' cancellation policies may be more stringent than this Booking Agent's policy and in the event of it being relevant, the Booking Agent reserves the right to pass such additional cancellation charges onto the client.

Always refer to the cancellation provisions contained in the Principal's Conditions or website as they may have more stringent conditions and may charge cancellation fees, over and above those stated below.

13. Unscheduled Extensions

Expenses relating to unscheduled extensions such as hotel accommodation will be for the Client's account. Should such unscheduled extension to the final itinerary be as a result of airline re-scheduling, bad weather, strikes, flight delays etc, or any other cause which is beyond the control of the Booking Agent, its agents or the Principal, it is understood that such increases in costs will be passed onto the Client and that the Booking Agent can in no way whatsoever be held responsible.

14. Transfers and changes to Itineraries

The Booking Agent reserves the right to make changes, should circumstances create such a need, but will at all times endeavour to manage the itinerary as originally agreed upon. The Client's satisfaction and needs are taken extremely seriously.

Such a change will not constitute any reason for a refund. It is the Client's duty to check each amendment to the itinerary and also to sign the final one.

15. Amendments and refunds

The Booking Agent will consider no refunds under any circumstances whatsoever. Refunds by the Principals will be subject to their terms and conditions. The Travel Agent will facilitate the refund process and it will charge a reasonable administration fee, for handling of refunds. Monies will be refunded in accordance with the Principals' policy which may include cancellation fees, administration fee or denial of application. Refunds may take in excess of eight weeks or more.

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the Booking Agent.

16. Insurance

It is a booking condition that the sole responsibility lies with the Client to ensure that he/she carries the correct comprehensive Travel and Medical Insurance against inter alia; cancellation due to illness, accident, injury, personal liability and accident, loss of or damage to baggage. The Booking Agent will not be responsible or liable in any way whatsoever, should the Client fail to take adequate insurance cover. The Booking Agent shall not be obliged to effect insurance for the Client except upon detailed instructions given in writing and all insurance set in place by the Booking Agent. Pursuant to such, instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk. The Booking Agent shall not be obliged to obtain separate cover for any risks so excluded. Once the insurance has been confirmed and paid for, the Client will be issued with a policy document of the insurer. It is a complex document which must be read prior to travel and any queries resolved before travel.

Please note that various credit card companies offer limited levels of travel insurance, but the Booking Agent does not consider Credit Card insurance cover to be adequate.

17. Travel Documents

Payment of the full price will effect release of vouchers and travel documents by the Booking Agent. Check the correctness of details upon receipt and BEFORE travel. The Booking Agent is not responsible for the consequences of any documents left behind.

18. Passports, Visas and Health

The onus is on the Client to ensure that passports and visas are in order before travelling. It is entirely the Client's responsibility. Documents must be current, valid, obtained on time, and must be valid for six months after return to home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained.

The Booking Agent will do its best to assist the Client but such assistance will be at the Booking Agent's discretion and the Client acknowledges that in doing so, the Booking Agent does not assume any obligation or liability. The Client indemnifies the Booking Agent against any consequences of non-compliance. The Client has

a duty to familiarize him/herself with all disease, health and physical safety matters pertaining to region being visited.

Passports. All visitors to South Africa and all clients who are travelling from RSA to another country are required to have two consecutive side by side blank visa pages in their passport excluding the front and back cover to enable the entry visa to be issued. You will either not be permitted to board the aircraft or risk deportation on arrival at your destination, if not compliant. Always check with the consulate or embassy of the relevant countries, long before departure or final booking confirmation.

Non South African passport holders may also be required to have re-entry documentation and it is the client's duty to ensure that such documentation is in order in good time.

Passengers traveling from the following countries or visiting these countries in conjunction with other Southern African countries will need proof of yellow fever vaccination:

Angola, Argentina, , Democratic Republic of the Congo, Ecuador, Equatorial Guinea, Ethiopia, Benin, Bolivia, Brazil, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Colombia, Congo, Ivory Coast Guyana, Gabon, Gambia, Ghana , Guinea, Guinea-Bissau, Guyana, Kenya, Liberia, Mali, Mauritania, Niger, Nigeria, Panama, Paraguay, Peru, Rwanda, Sao Tome and Principe, Senegal, Sierra Leone, Somalia, Sudan, Suriname, Togo, Trinidad and Tobago , Uganda, United republic of Tanzania, Venezuela, Zambia. Yellow fever vaccination must be administered no later than 10 days before departure.

19. Jurisdiction and Law

South African law and the jurisdiction of South African courts will govern the relationship between the Client and Booking Agent and the latter shall be entitled to institute legal proceedings arising out of or in connection with this contract, in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

20. Force Majeure

The Booking Agent shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or frustrated by strike, lock-out, civil commotion, war, act of God, force majeure, lack of materials, operation of law or regulations or order made by any statutory or other duly constituted authorities or any other cause beyond the control of the Travel Agent. The Booking Agent will try its best to limit any inconvenience resulting from renovation activities at the Principal's site, but in the event of Force Majeure creating such activity, it is limited to the practical ability presented to the Booking Agent. The fact that restoration or renovations are being conducted will not constitute grounds for any claim against the Travel Agent.

In the event of Force Majeure the Booking Agent will use its best endeavours to recover from third parties such monies as may have been paid to them on behalf of the Client. Such recoveries by the Booking Agent will be reimbursed to the Client less a 10% (Ten percent) of the Price as an administration charge. Professional fees charged by the Booking Agent are non-refundable.

21 e-Ticketing and Internet Bookings

Identity document and credit cards used for payments made, will in all likelihood be required to be shown, at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for all minors.

If the Client requests or instructs the Travel Agent to do bookings via the Internet, the Client hereby authorises the Booking Agent to make any selections to facilitate Proposed Travel Arrangements, to accept booking Conditions and make payments.

22. Confidentiality

Information pertaining to a Client's affairs will be treated with strict confidentiality by the Booking Agent.

23. Taxes and Surcharges

Normally charged in local currency. Airport and airline taxes and surcharges are reflected in all prices if at all

possible. Certain airlines charge additional taxes and/or surcharges if any changes are made to the tickets and/or routing even if the ticket has been fully paid. Check with the Booking Agent prior to departure from South Africa what the current airport departure tax is for all the countries you will be passing through as these taxes are usually payable in the local currency. Make contingency plans.

24. Special Requests and Confirmation of Travel Arrangements

All onward travel arrangements (local and international and on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 hours prior to departure.

Specify special requests well in advance of travelling and whilst it is impossible to guarantee anything in this regard, the Booking Agent will endeavour to satisfy the Client.

25. Changes to Terms & Conditions

The Company reserves the right to change these Terms and Conditions to suit its business environment at any time, without prior notice.

Afri Unique Tours (Pty) Ltd operates on principles of strict moral and ethical business practices and pledges to uphold this in all negotiations and agreements with its clients.