



Terms and Conditions

TRANSACTION TERMS AND CONDITIONS

The Rambling Boutique Traveller (Pty) Ltd

This may seem a little intimidating at first, but you will find it is really important. It is fairly comprehensive and outlines what you should reasonably expect from The Rambling Boutique Traveller when it comes to transacting. You must take the time to read this document as you will be signing that you have read it in order for us to complete a transaction with you. If you have any questions please ask The Rambling Boutique Traveller consultant or contact us.

RELATED PANDEMIC / EPIDEMICS AND SIMILAIR RELATED RESTRICTIONS OR CANCELLATIONS

You agree that it is your personal decision to travel and that you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risk of Related pandemic / epidemic, with you having taken full personal responsibility to inform yourself in relation thereto. The Agency does not assume any responsibility for and shall not be liable for any unsafe conditions or health hazards, including pandemics or other illnesses to which you may be exposed. The Agency will, however, use its reasonable endeavours to provide you with the latest travel information available to the Agency in respect of the regulations, conditions and supplier terms applicable in relation to related pandemic / epidemic, as at the time of your booking. This information is obtained from third party sources and is subject to change at any time without notice. The Agency, its employees and agents, shall, accordingly, not be liable for any loss (financial or otherwise), damage, illness, harm, trauma, death, delay, denial of onward travel or costs (including but not limited to quarantine costs), which you may incur or suffer, whether during or post travel, arising directly or indirectly out of the risks and/or dangers associated with traveling during the related pandemic / epidemic , whether or not you had been informed by the Agency of such risks and/or dangers at the time of booking.

The Agency is not responsible for the acts or omissions of travel suppliers, including the failure by the travel suppliers to adhere to their own schedules, provide services or refunds or their failure to honour any future trip credit.

Please note that most insurance policies have a specific clause stating that they do not cover epidemics and pandemics, especially when travel warnings are in place. It would be advisable for you to take advice from an insurance broker should you have any queries regarding the appropriateness of a travel insurance policy. The Agency shall not be liable for your election not to purchase insurance, nor shall the Agency be liable to you for any denial of any claim by a travel insurer as it relates to pandemic / epidemic or any other claim under the relevant policy.

You are aware of the risks and dangers associated with travel during a pandemic / epidemic and you expressly assume all of the risks and dangers in relation thereto; and hereby forever release, discharge and hold the agency, it's employees, officers, directors, associated, affiliated companies and sub-contractors harmless against an and all liability, actions, causes of action, suits, damages, claims and demands of whatsoever nature which you may now have or which may hereafter arise out of or in connection with such risks and dangers.

Cancellation fees will apply if a booking is cancelled, due to travel bans or government travel restrictions. It is important to note that cancellation fees may vary, depending on the cancellation policy of the supplier as well as the amount of work involved for the Agency in making the changes and the loss in revenue to the agent due to the cancellation. Professional fees earned by the Agency are non-refundable. It is important to review the cancellation

policy applicable to your booking, to avoid any misunderstanding should your booking be cancelled for whatever reason.

Consumer Protection Act ('CPA') Notice

Please read the following carefully & proceed accordingly:
IF YOURS IS ONLY AN ENQUIRY AND NOT A BOOKING:

1. Please (1) SKIP the next two 'bullets' (2), peruse our website at your leisure & submit your enquiry to us by completing the template 'Enquiry Form' & submit.
2. However, if in the process of perusing our website or any of the hyperlinked websites and you come across anything that is not clear, please go to our 'FAQ' link as it may clarify what you are not sure about.
3. If you are still in a quandary, then please go to our 'CONTACT US' link & submit your question to us.

IF YOURS IS A BOOKING:

- The CPA in section 49 requires us to bring your attention to certain aspects – we've done that by underlining certain clauses.
- The CPA in section 49 also requires us to 'Spell out' risk(s) of certain aspects & activities – these clauses have a '['..' next to them & requires you to tick same as read, explained, understood & accepted - if any of these are still not clear or if you need any further explanation, DO NOT accept the T&C & go to 'ONLY AN ENQUIRY' above & follow those steps.
- The CPA in section 41 also requires us to clarify any 'apparent misapprehension' you may have – if you have such a 'misapprehension' DO NOT accept the T&C & go back to 'ONLY AN ENQUIRY' above & follow those steps.
- If anything is STILL not clear or you STILL have a 'misapprehension' or FAQ has not answered your question(s), email, phone or visit us AGAIN BEFORE completing any 'tick box'.
- If you are finally satisfied that all your queries have been addressed to your satisfaction, then (1) Read the T&C, (2) Tick those with a [...], (3) complete all such tick boxes including acceptance of T&C & (4) proceed.

Application

All enquiries, advice, quotations or estimates made or provided by or bookings made with and/or all services rendered by or on behalf of The Rambling Boutique Traveller (Pty) Ltd ('the Agency') are subject to these terms and conditions ('the Conditions').

The Client and Authority

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read, had explained (where applicable), understood and accepted 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 referred to as 'the Client').

Third Party Service Providers

The Agency provides Clients with packages and/or other services either acting as itself or acting as agents for principals engaged in or associated with the hospitality & travel industry ('collectively referred to as 'the Principal'). The Agency represents the Principal as agents only and accordingly accepts no liability for any loss, damage, injury, illness, harm or death which any Client 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 hospitality, travel arrangements, accommodation or otherwise unless, in the case of injury or death, it is due to the 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 Agency will provide the identity and terms and conditions (or access thereto) of all the Principals relevant to the service being

provided for the Client's booking. It's the Client's responsibility to familiarise themselves with such terms and conditions ('the Principal's Conditions').

Booking, Deposit and Reservation

Once the Client has filled in the enquiry form, responded to an advertisement verbally or in writing or via e-mail or the Internet or has, without reference to any of the aforesaid, asked for more details (collectively referred to as 'the Enquiry'), about a particular destination, trip or package (collectively referred to as 'the Proposed Package Arrangements') the Agency will prepare and provide the Client with an estimate (by hand, courier or e-mail) ('the Estimate'). Upon the Client's written confirmation that the facts and information contained in the Estimate is correct and upon acceptance of these Conditions by the Client initialling or ticking the relevant tick boxes, the Agency will prepare a quotation for the Proposed Package Arrangements ('the Quotation'). A non-refundable deposit of 25% ('the Deposit') of the total estimated value of the Proposed Package Arrangements ('the Price') as specified in the Quotation is required in order to confirm reservations with Principals ('the Booking'), subject to payment of the balance of the Price in due course as specified herein*. The Agency will not confirm any reservation if the deposit and a signed Quotation are not received. Once the Booking has been completed, the Client will be supplied with the document that will contain the final detail of your Booking ('the Booking Confirmation Form'), which the Client must sign and return to the Agency.

Destination Selection

The Client acknowledges that it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from information sent by agency and/or the Internet. It also acknowledges that such information and/or the Internet have been compiled and are managed and updated by the Principal over which the Agency has no control. Accordingly the Agency cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such information and/or the Internet. Any right of recourse in that regard will be against the Principal.

Payment and Payment Terms

All Pricing is based on South Africa Rand (ZAR) and will be quoted only in South Africa Rand. The balance of the Price is due not later than six weeks prior to departure [OR on or before the date specified in the Quotation or the Booking Confirmation Form]. If the final payment is not received on time, the package documents can be delayed and may necessitate the use of a courier service, which will be for the Client's account or the Agency may cancel the Booking. Late payment may also result in cancellation of the reservation by the Principal. The Client undertakes to pay the Agency interest at a rate of 5% above the prime rate charged by the Agencies bank on any payment made after the due date. Credit card payments are subject to due completion of and upon the terms and conditions specified in the Agencies credit card authorization form.

Prices

Prices are quoted at the ruling daily exchange rate and South African Rand (ZAR). Until the Agency has received payment of the Price in full, it reserves the right to charge any fluctuations to the Client's account and the Client undertakes to pay for any such fluctuation on demand. The onus will be on the Client to check that there have been no changes in the Price prior to making full and final payment. However, once payment of the Price in full is received, the Price is guaranteed (subject to statutory increases such as VAT). Should the Client be a group booking and the group number deviate from the number required for the Booking, the Principal may reserve the right to re-cost the Price and raise a surcharge. Should any Client refuse to accept and pay such surcharge, it may result in the Principal cancelling the Booking and retain any payment made.

NOTE: Foreign credit cards, Amex credit cards and Diners credit cards will not be accepted.

Responsibility, Limitation of Liability and Indemnity

The Proposed Travel Arrangements are made on the express condition that The Agency, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss (financial or otherwise), damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by

any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client 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 Agency whatsoever, unless, in the case of injury or death, it is due to the negligent act or omission of the Agency. Such liability will be subject to a limitation of R10 000, 00 (Ten Thousand Rand) per Client per Booking. The Client indemnifies and holds harmless the Agency, its employees and agents accordingly. The Agency, its employees and agents shall further more not be liable for any indirect and/or consequential loss or damages whatsoever and howsoever arising, unless section 61 of the CPA applies.

Insurance

It is strongly advised that all Clients take out adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and hunting or sports equipment (Note that this is not an exhaustive list). The Agency will not be responsible or liable if the Client fails to take adequate insurance cover at all. It shall not be obligatory upon the Agency to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by the Agency 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, and the Agency shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers. 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 BEFORE you initiate your travel so that you can address any queries you may have to the insurer BEFORE you depart.

Please note that various credit card companies offer limited levels of travel insurance, which the Agency does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

Travel Documents

Documents (vouchers, itineraries etc) are only prepared and released on receipt of payment of the Price in full. Upon receipt of your travel documents, PLEASE CHECK that ALL the details therein are correct.

Passports, Visas and Health

It is entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time, and will 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. Please check the requirements with the Agency before travelling. The Agency will endeavour to assist the Client but such assistance will be at the Agencies discretion and the Client acknowledges that in doing so, the Agency is not assuming any obligation or liability and the Client indemnifies the Agency against any consequences of non-compliance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the Proposed Travel Arrangements. Please note that All visitors to South Africa and all clients are required to have a minimum of three blank pages in their passport excluding the front and back cover to enable the entry visa to be issued – However in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin. Please ensure that all passports are renewed. The client must ensure that the details supplied to the Agency mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 6 months after your scheduled return from South Africa.

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

Malaria and Other Tropical Diseases: WARNING

Certain parts covered by your itinerary are areas where there is a high-risk of malaria and other tropical

diseases. We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return.

Late Booking and Amendment Fees

A late booking fee of R 3000.00 [**] per booking may be charged in respect of bookings received within 4 working days prior to the departure date and for 2 working days or less R4000.00 [**] per booking. This charge is levied to cover communication expenses involved. An amendment fee of R2000.00 [**] per booking may be levied for any changes to the confirmed itinerary.

Cancellation

In the event of the Client cancelling the Booking, the Agency shall have the right to either claim the Deposit or to retain the Deposit and claim damages suffered by the Agency. 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 Agency. The maximum cancellation fee, which may be imposed in the event of a Client cancelling, is as follows:

Deposit of 25% non-refundable

10 weeks prior to departure: 45% of the Tour Price

7 weeks prior to departure: 60% of the Tour Price

5 weeks or less: 100% of the Tour Price

Unscheduled Extensions

In the unlikely event of there being unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the Agency, its agents or the Principal, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for the Client's account.

Itinerary Variations and Transfers

While every effort is made to keep to the final itinerary, Principals and/or the Agency reserve the right to make changes for the Client's convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary and this does 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.

Breakaways

While it is possible to break away from the itinerary, it is understood that such breakaways will be for the Client's account.

Law and Jurisdiction

South African law and the jurisdiction of South African courts will govern the relationship between the Client and the Agency. The Agency shall be entitled to institute any 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.

Conduct The Client agrees that he/she will at all times comply with the Agencies or others' requirements and instructions in regard to his/her conduct and he/she will not in any way constitute a hindrance to any other passenger or person on the tour, mode of conveyance, at any place of accommodation, entertainment or where meals and/or drinks are served. The Client indemnifies and holds harmless the Agency against damages suffered and/or costs incurred by the Agency and/or any third party as a result of a breach of this clause.

Special Requests

Clients who have special requests must specify such requests to the Agency in the Enquiry or in response to the Estimate. Whilst the Agency will use its best endeavours to accommodate such requests, it does not guarantee that it will.

Amendments

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 Agency.

Refunds

No refunds will be considered in any circumstances whatsoever by the Agency. Refunds by the Principals will be subject to their terms and conditions. The Agency is entitled to charge an administration fee for handling of refunds. In the event that a booking is refunded the amount refunded may be different to the original amount paid, due to currency fluctuations and these will be done in South African Rand (ZAR) only.

Force Majeure

The Agency 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 Agency. Force Majeure includes renovations that may be carried out at your resort whilst the Agency will use its best endeavours to provide current information in that regard and whilst the resort will use its best endeavours to keep any inconvenience to a minimum, the fact that restoration or renovations are being carried out does not constitute grounds for any claim against the Agency.

The Agency will use its best endeavours to recover from third parties such monies as may have been paid to them on behalf of the Client. All monies so recovered by the Agency will be reimbursed to the Client, less a cancellation charge based on the time spent on the booking by the agent on the changes as well as lost revenue to the agent due to the cancellation. Professional fees earned by the Agency are non-refundable.

Foreign Exchange Regulation Compliance

This is the Client's exclusive duty. This will apply especially when the Client instructs the Travel Agent to make and pay for travel arrangements on the Internet.

Internet Bookings

If the Client requests or instructs the Agency to do bookings via the Internet, the Client irrevocably authorises the Agency to do the following on its behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payments and (3) accept booking conditions.

Confidentiality

Subject to statutory constraints or compliance with an order of court, the Agency undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

Dispute - Resolution

Any and all dispute arising out of or in connection with the Conditions including any question regarding its existence, validity or termination, shall be dealt with as follows:

1. Firstly the parties will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place within a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Johannesburg within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.
1. Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application.

DOMICILIUM ET EXECUTANDI

The parties elect their respective domicilium et executandi as reflected in the Booking.

General

In the event that we have to engage attorneys to enforce any of our rights under the booking terms or otherwise, you will be liable for our legal fees on an attorney and own client scale.

The law of South Africa will apply to any dispute between the parties arising from these booking terms. The parties agree, consent and submit to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg or any successor thereof, having jurisdiction to adjudicate and determine any suit, action or proceeding which may arise in respect of these booking terms, however nothing contained in these booking terms will prevent us from approaching any other High Court of South Africa having jurisdiction for relief, as may be determined by us in our discretion, from time to time.

These booking terms constitute the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

No amendment, cancellation or waiver of any term or right referred to in these booking terms shall be valid or binding unless reduced to writing and signed by both you and a duly authorized representative of us.

No relaxation or indulgence which we may grant you shall constitute a waiver of our rights and shall not preclude us from exercising any rights which may have arisen in the past or which might arise in future.

All intellectual property owned by us shall remain our sole and exclusive property.

The parties choose their address in the address clause of the Booking Form as its legal address for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from these booking terms.

Any notice shall be given in writing and delivered to the legal address of the party concerned. Written notice given in a correctly addressed envelope, delivered by hand to the chosen address of the Party during ordinary business hours shall be deemed to have been received on the day of delivery. Notice may be given by electronic means if delivered to the e-mail address specified by either party. Such electronic notice shall be deemed to have been given on the day following the electronic delivery of such notice. Either party may notify the other Party in writing

of any changes to its chosen address.

If any provision of these booking terms is held to be unlawful or unenforceable, such provision shall be deemed separate and divisible from and shall in no way affect or impair the validity or enforceability of, the remaining provisions

Acceptance

You accept these booking terms either by accepting them electronically, or signing the Booking Form to which the booking terms are attached, or by us sending a confirmation invoice to you for the travel which you booked. You acknowledge that you are 18 (eighteen) years of age or older and that you understand and have the legal capacity to agree to the booking terms. Your decision to make travel arrangements through us is voluntary, and is not made under duress.

The Conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Agency or otherwise that is not included herein.

A Copy will be sent to be signed by the travelling party as acceptance of the above.