

## BOOKING TERMS AND CONDITIONS

Go2Africa (Pty) Ltd provides a tailor-made travel administrative service assisting with your itinerary, reservation and payment requirements by liaising with the supplier of travel services and products on your behalf ("the Services").

Go2Africa wishes to regulate the grounds on which it is prepared to provide the Services to you. Make sure you have read these Terms and Conditions and have raised any questions you might have before agreeing to be bound by them.

The terms marked in bold have particular legal consequence, so make sure you have read and understood them.

### DEFINITIONS AND INTERPRETATION

In this agreement the following words will have the meanings referred to below, unless the context clearly indicates otherwise:-

- a) "the **Agreement**" means the Customer Booking Form (defined below) and the Customer Form read with these Terms and Conditions;
- b) "**the Customer Confirmation Form**" means the form sent to you by Go2Africa confirming the final itinerary and holiday which you wish to purchase;
- c) "**the Customer Booking Form**" means the form completed by you and submitted to Go2Africa confirming your acceptance of the Customer Confirmation;
- d) "**You/Your**" means the client described on the Customer Booking Form.
- e) "**Go2Africa**" means Go2Africa (Pty) Ltd, a private company, registration number: 1998/015392/07 duly registered in terms of the laws of the Republic of South Africa, carrying on business at 3rd Floor Longkloof Studios, Darters Road, Gardens, Cape Town, 8001 with VAT Registration Number: 4260196938;
- f) "**Day**" means a calendar day;
- g) "**Departure Date**" means the date on which you start your travels as indicated in the Customer Booking Form;
- h) "**Deposit**" means the monies payable by you to Go2Africa to secure your booking;
- i) "**Parties**" means both you and Go2Africa;
- j) "**Africa Safari Expert**" means a travel agent employed by Go2Africa;
- k) "**Supplier**" means a third party who supplies you with travel services;
- l) "**CPA**" means the Consumer Protection Act, 2008;
- m) "**Total Confirmed Price**" means the total cost of services rendered to you on behalf of Go2Africa or by Go2Africa, as indicated in the Customer Quotation and Confirmation Form;
- n) "**Customer Quotation form**" means the form sent to you by Go2Africa marked quotation and indicating the estimated prices of the travel products and services that you wish to purchase ;
- o) "**Unscheduled Extension**" means an extension to a booking caused by things like flight delay, flight cancellation, scheduled airline failure, bad weather, airport or airline strikes or any other cause which is beyond the control of Go2Africa;
- p) "**in Writing**" means a letter sent by hand, by post, by courier, by fax or via electronic mail;
- q) Expressions in the singular also include the plural, and vice versa; and
- r) Pronouns of any gender include the other gender

**PART A:**  
**YOUR DEALINGS WITH GO2AFRICA IN RESPECT OF TRAVEL SERVICES AND PRODUCTS OFFERED BY SUPPLIERS**

**1. SECURING YOUR BOOKING**

- 1.1 In order to confirm your booking, you need to make the following payments to Go2Africa:-
  - 1.1.1 30% Deposit at time of booking excepting air travel, which requires 100% payment upon booking, as tickets have to be issued simultaneously, and villa bookings which require 50% deposit;
  - 1.1.2 Final balance due 60 days prior to travel;
  - 1.1.3 100% Of the Total Confirmed Price for bookings made less than 60 days prior to departure,
  - 1.1.4 Greater deposits may be required in instances of specialist product &/or peak season travel.
- 1.2 If the above payments are not received as indicated, Go2Africa will be unable to confirm the booking for you.

**2. PRICES AND PAYMENT**

- 2.1 You will be liable for the Total Confirmed Price, less any payments made by you plus any additional charges due to booking changes that may be charged as explained in clause 4 of this Agreement.
- 2.2 All payments must be made by credit card, internet transfer (electronic funds transfer) or telegraphic transfer (SWIFT). Payments are normally cleared within five business days. Cash and travellers cheques are not accepted.
- 2.3 If you fail to make the payments on or before the due date, your booking will be cancelled and you will forfeit the relevant deposit paid in terms of clause 1.1 above.

**3. PRICE INCREASE**

- 3.1 All Customer Quotation Forms and Customer Confirmation forms generated by Go2Africa are based upon external costs which are outside of the control of Go2Africa such as air fares, airport taxes, fuel surcharges, accommodation costs and land costs including but not limited to car hire, park fees and gate fees. These third party costs (excluding Go2Africa's fees for its Services) are therefore subject to change until final payment has been received or in the instance of air travel until air tickets have been issued.
- 3.2 You agree that should any such costs increase, such an increase will be for your account and shall be payable to Go2Africa or as otherwise instructed by Go2Africa.
- 3.3 You also acknowledge that:
  - 3.3.1 airlines reserve the right to levy additional or increased airport taxes and fuel charges - without notice - at any stage prior to flight and agree that should any such costs increased as a result of an increase effected by the airline, such an increase will be for the Client's account and shall be payable to Go2Africa or as otherwise instructed by the airlines;
  - 3.3.2 Governments, concession owners and similar reserve the right to levy additional or increased park fees - without notice - at any stage prior to arrival and agree that should any such costs increased as a result of an increase effected by a Governments, concession owners and similar, such an increase will be for the Client's account and shall be payable to Go2Africa or as otherwise instructed by the Governments, concession owners and similar.

**4. CHANGES TO BOOKINGS**

- 4.1 All expenses flowing from an Unscheduled Extension will be for your account.
- 4.2 Go2Africa agrees to make every effort to adhere to confirmed itineraries. However if Go2Africa is forced to make amendments to your itinerary because of circumstances beyond its control Go2Africa undertakes to source a reasonable alternative at no additional cost to you.
- 4.3 Whilst every effort shall be made to avoid error, Go2Africa reserves the right to cancel a reservation without liability or penalty if an obvious error or omission leads to a material and unreasonable outcome (eg. a business class flight sold for \$100).
- 4.4 Should you wish to make an amendment to your itinerary, Go2Africa will try to accommodate you. However Go2Africa reserves the right to charge the applicable cancellation fees referred to in clause 7.3 as well as an additional administration fee of R300.00 per person per booking amended.

## 5 TRAVEL DEALS AND DISCOUNTED RATES

All Travel Deals and Discounted Rates advertised on the Go2Africa website or quoted in the Customer Quotation form have separate terms and conditions prescribed by the Supplier of the relevant goods and/or Services. **It is your responsibility to obtain such separate terms and conditions as you will be bound by them.**

## 6. WAIVER, INDEMNITY AND LIABILITY

- 6.1 **All vouchers, receipts and tickets issued by Go2Africa to you are subject to the Supplier's terms and conditions.**
- 6.2 **Participation in any tour or travel package arranged by Go2Africa and provided by any of its Suppliers (including but not limited to transportation to or from any venue) is undertaken at your own risk.**
- 6.3 **You indemnify Go2Africa and its directors, employees, assignees and/or agents against any claim arising for any damages or loss which might be instituted against it arising from or connection with the services contemplated in these Terms and Conditions.**
- 6.4 The Client, his/her heirs, dependants, agents, executors or their assignees hereby irrevocably waive any claims which they may have against Go2Africa for any form of compensation for damages which they may suffer due to injury and/or loss of any nature whatsoever, which includes accidents caused by the Client's own actions, injuries or death while on the tour, in a transportation vehicle or at any place during the tour or illness or death at any time after the tour.
- 6.5 Go2Africa acts solely in the capacity of an agent for third parties and as such Go2Africa holds themselves free of responsibility or liability for any delays, loss or damages from any cause whatsoever including loss/ delay/ damages/ dissatisfaction caused by third party services. Go2Africa shall be exempt from all liability in respect of any claim whatsoever as aforesaid.

## 7. CANCELLATION AND REFUND POLICY

- 7.1 Should you cancel your booking, you agree to pay any charges levied by any Supplier in respect of the cancelled booking and indemnify Go2Africa in respect of such charges.
- 7.2 Cancellations of bookings must be done in writing and sent to Go2Africa.
- 7.3 Cancellation of bookings
  - 7.3.1 61+ days before departure: Deposit non-refundable
  - 7.3.2 0-60 days before departure: 100% Cancellation fee
- 7.4 No refunds will be given by Go2Africa for partly used vouchers or for no-shows.

## 8. COMPLAINTS AND DISPUTE RESOLUTION

- 8.1 Any complaints should be telephonically reported to Go2Africa at the time of the incident and should be followed up in writing to Go2Africa, marked for the attention of the Customer Service Manager, no later than 30 days after the incident has occurred.
- 8.2 Complaints should be forwarded to P.O. Box 16194, Vlaeberg, 8018, Cape Town, South Africa or alternatively via email to [customercare@go2africa.com](mailto:customercare@go2africa.com).
- 8.3 Go2Africa will acknowledge your complaint and endeavour to investigate it with the relevant service provider within a 30 days period after which it will provide you with written feedback.
- 8.4 **Although Go2Africa will make every effort to assist in the resolution of the complaint, your recourse lies directly with the Supplier who provided the travel service or product.**

## PART B: YOUR DIRECT DEALINGS WITH OTHER SERVICE PROVIDERS

### 9. FLIGHT RULES

- 9.1 All airlines require the full names of passengers as stated in their passports.
- 9.2 After air tickets have been issued, any changes will be subject to the relevant Airline's terms and conditions

applicable to that fare type.

- 9.3 It is your responsibility to check and correct any errors in respect of their flight reservations which appear on the Customer Booking Form. Go2Africa accepts no liability for incorrect details provided by you.
- 9.4 Airfares are only guaranteed once final payment has been received and the air ticket has been issued.
- 9.5 If any Airline levies additional or increased airport taxes and fuel charges at any stage prior to your flight, you agree that such an increase will be for your account and shall be payable to Go2Africa or to the Airline if instructed to do so.
- 9.6 You must reconfirm all onward and return flights with the relevant airline at least 72 hours prior to your flight.
- 9.7 Go2Africa cannot guarantee any airline seating or meal requests. However Go2Africa will endeavour to assist you in this regard.
- 9.8 All of your baggage and personal belongings are at all times at your responsibility. Go2Africa will not accept any liability for your misplaced baggage or any loss or damage to your baggage or personal effects.
- 9.9 Should you cancel your air ticket, the cancellation will be subject to the relevant Airline's terms and conditions applicable to that fare type.
- 9.10 Should a refund be granted by the relevant Airline, it may be subject to a delay. Go2Africa will only be obliged to refund any amounts once it receives them from the relevant airline.
- 9.11 Air tickets which are unused for more than 1 year from the date of their issue are considered as expired and must be submitted to the relevant airline for their authority to refund. Go2Africa will make every effort to assist you in obtaining this refund, but cannot provide you with any guarantees in this regard.
- 9.12 Go2Africa will provide you with an e-ticket reference number together with a full itinerary, once the air ticket has been fully paid for.
- 9.13 If you change your flight (**Voluntary Change**), you will be responsible for the difference in all applicable fares and taxes.
- 9.14 In the event of changes made by the relevant airline to flight schedules already confirmed due to unforeseen circumstances which are beyond its control (**Involuntary Changes**), neither Go2Africa nor the relevant airline will be liable for any costs arising from the Involuntary Changes. Go2Africa will assist you where possible with the re-booking of flights and the finding of alternative accommodation. However, payment for new tickets, re-issued tickets and any additional costs arising from the Involuntary Changes remains your responsibility in these circumstances.

## **10. BAGGAGE RULES**

- 10.1 You must ensure that you meet the baggage regulations of the airlines and charter companies that you will be using. Go2Africa recommends that you seek the advice of its Africa Safari Experts. However you remain responsible for ensuring you meet the baggage regulations of each airline and charter company you travel with.
- 10.2 In particular, light aircraft flights have extraordinary weight restrictions which can be ascertained from our Africa Safari Expert who can also advise whether you are able to purchase seats for excess baggage.
- 10.3 If you do not adhere to the relevant weight and size restrictions, the transfer of your baggage may be delayed and/or transferred at extra cost to you.

## **11. PASSPORTS AND VISAS**

- 11.1 It is your responsibility to ensure that your passport together with any necessary permits and travel documents are valid and that you have obtained all the necessary permits and/or visas required by the countries which you intend visiting or entering. **You agree that Go2Africa cannot be held liable for your failure to act on this responsibility.**
- 11.2 Your passport must have sufficient blank visa pages (minimum 2 recommended) available in accordance with the regulations of various African countries.
- 11.3 Your passport must be valid for the prescribed period contained in the applicable regulations of the African countries you will be visiting (A minimum of 6 months after travel date is recommended).
- 11.4 You must ensure that your passport and visa must meet the regulations of the relevant African countries that you are visiting. Go2Africa recommends that you seek the advice of its Africa Safari Experts and review the guidelines displayed on its website relating to passport and visa regulations. However you remain responsible for ensuring that you meet the passport and visa requirements of each African country you visit.

- 11.5 If you are travelling alone with minor children, you will need to provide a letter of consent from the absent parent/s that the children are allowed to travel with you.

## **12. INNOCULATION, IMMUNIZATION AND MEDICATION**

- 12.1 It is your responsibility to ensure that you have had all necessary inoculations, immunisations and medications required prior to your departure. Go2Africa will not be held liable for your failure to do so.
- 12.2 You must ensure that you meet the immunisation, inoculation and medication regulations of various African countries. Go2Africa recommends you seek the advice of its Africa Safari Experts and review the guidelines displayed on its website relating immunisation, inoculation and medication regulations however you remain ultimately responsible for ensuring you meet the immunisation, inoculation and medication regulations requirements of each African country your visit.
- 12.3 It is your obligation to ensure that you are medically fit to travel.

## **PART C: THE LEGAL STUFF**

### **13. GENERAL**

- 13.1 No amendment, addition or consensual cancellation of this Agreement will be binding unless it is recorded in writing.
- 13.2 These Terms and Conditions together with the Customer Booking Form and the Customer Confirmation Form contain all the terms and conditions of the agreement between you and Go2Africa. Make sure that everything you have agreed to has been recorded in this Agreement. If there is any conflict between the provisions of these documents, the provisions of the Customer Booking Form will prevail.
- 13.3 If any provision of this Agreement is found by a court of law to be invalid or void, such provision will be severed from the remaining provisions, without affecting the remainder of the agreement.
- 13.4 Neither Party shall lose any of its rights under this Agreement if it does not immediately and in every instance insist on them.
- 13.5 This Agreement shall be governed by the laws of the Republic of South Africa.
- 13.6 You consent to the jurisdiction of the Magistrate's Court, notwithstanding the fact that the amount involved may exceed the jurisdiction of the Magistrate's Court.
- 13.7 If Go2Africa has to bring legal proceedings against you to enforce payments of amounts owed to it, you shall be responsible to pay all costs Go2Africa incurs in collecting the payment.
- 13.8 You shall not be entitled to cede any of your rights or assign any of your obligations under this Agreement.
- 13.9 If Go2Africa is prevented from carrying out all or any of its obligations under this Agreement because of an event beyond its control, Go2Africa shall be relieved of its obligations under the Agreement during the period that such event and its consequences continue, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any such obligations or loss or damages which you may suffer due to such delay or failure.

### **14 ADDRESSES FOR NOTICES AND LEGAL PROCESS**

- 14.1 The Parties choose the following physical addresses at which documents in legal proceedings in connection with this Agreement may be served (ie their domicilia citandi et executandi) and at which any written notice in connection with this Agreement may be addressed:
- |            |  |
|------------|--|
| Go2Africa: | 3 <sup>rd</sup> Floor, Longkloof Studios, Darters Road, Gardens, Cape Town, 8001, South Africa |
| You:       | the address provided by you on the Customer Booking Form.                                      |
- 14.2 Either of the parties may change this address to another address, by way of a notice to the other party to this Agreement, provided that such a notice is received at least 7 days prior to such a change taking effect.

### **15 CONFIDENTIALITY & COMMUNICATION**

- 13.1 Go2Africa undertakes to take all reasonable and necessary steps to protect your personal information.

- 13.2 You authorise Go2Africa to electronically record and store the following information for the purposes of communicating information requested by you and in order to provide you with access to restricted pages on the Go2Africa website and related websites
- 13.2.1 Your full name and surnames;
  - 13.2.2 Your Contact telephone numbers;
  - 13.2.3 Your Electronic mail address;
  - 13.2.4 Your IP address;
  - 13.2.5 Your User selected username and password;
  - 13.2.6 Your Non-personal browsing habits and click patterns;
  - 13.2.7 Your Profile information; and
  - 13.2.8 Your Travel information.