

TERMS & CONDITIONS ZULA TRAVEL

Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between yourself and ZULA African Journeys (Pty) Ltd.

1. UNDERTAKING

ZULA undertakes to provide all services offered subject to the terms and conditions set out herein, which terms and conditions are accepted by the traveller.

2. DEFINITION

- 2.1 ZULA refers to: ZULA African Journeys (Pty) Ltd.
- 2.2 Traveller refers to: Individuals, groups, companies or other legal persons using the services offered by ZULA African Journeys (Pty) Ltd.
- 2.3 Services refers to: The provision of accommodations and/or transportation and/or meals and/or any and all other travel services and activities as offered or provided by ZULA African Journeys (Pty) Ltd and confirmed by the traveller.

3. BOOKINGS

- 3.1 All information and prices are subject to change until booking confirmation.
- 3.2 With returning your Booking Form you offer ZULA a binding confirmation of the travel contract. The basis of your offer is the latest itinerary and all additional information provided by us for the respective trip.
- 3.3 A full list of all traveller names, surnames, birth dates, nationality, and any further information that might be required to book the services are required to confirm your booking.
- 3.4 As a customer and/or traveller, you are responsible for all contractual obligations of travellers for whom you are booking, as well as for your own.
- 3.5 You will be advised at the time of booking of what payment amounts are required for your particular travel arrangements.
- 3.6 All necessary flights are included in all of our Fly-in programs and all itineraries that require national/domestic flights. If you prefer to book national/domestic tickets yourself, you are more than welcome to do so, and we will reduce your travel price accordingly.
- 3.7 Should you require our services to book any additional national/domestic flights not included in the itineraries as outlined in point 3.6., the airfare price is only guaranteed once full payment has been received.
- 3.8 When booking flights with ZULA, we require a copy of all passengers' passports. Airlines require the full names of passengers printed on your passport, and will not accept changes once tickets are issued. It is a security procedure ZULA has in place to ensure that no incorrect information is captured in the booking. Should you not be willing to submit copies of your passport, ZULA accepts no responsibility for incorrect information submitted by yourself.
- 3.9 Please be advised that ZULA does not book international flights unless they are included in the itinerary you are booking.

4. TERMS OF PAYMENT

- 4.1 Bookings as referred to hereunder, are confirmed on the condition that a non-refundable deposit, of a minimum of 25% of the total booking price, is paid to ZULA within 72 hours of receipt of invoice and confirmation of your bookings.
- 4.2 The remaining payment of 75% of the confirmed cost is required 45 days before commencement of services.
- 4.3 For bookings that include services of certain suppliers with more stringent policies, including but not limited to National Parks Board, Blue Train, Rovos Rail, Private Lodges and others, different payment terms may be enforceable. These terms will be provided on booking.
- 4.4 Airline bookings: Payment is required immediately on booking and all airfare reservations are arranged subject to the conditions imposed by the respective airline.
- 4.5 Bookings made within 45 days of commencement of services must be accompanied by full payment. Where circumstances do not permit the timeous receipt of funds, explicit confirmation of transfer of funds will enable us to reserve services.
- 4.6 If payments are made in negotiable foreign currency, the payer will be responsible for any short payment resulting from exchange rate fluctuations. The exchange rate applied by the official bankers of ZULA on receipt of moneys will be accepted as the applicable rate.
- 4.7 If the required deposit or final payment is not received by due date, ZULA reserves the right to withdraw services or will result in the cancellation of your booking.

5. METHOD OF PAYMENT

- 5.1 Credit Cards: Payment may be made using Visa or Mastercard only via our secure online PayGate portal. You will receive an online link to handle the secured transaction on confirmation of your booking. PLEASE NOTE: Our credit card transactions are subject to a service charge of 4%.
- 5.2 Should you choose to settle with a credit card, payment in your currency will convert to South African Rand (ZAR) before being credited to the recipient as per the South African Reserve Bank Foreign exchange regulations. The rate of exchange on the day of transfer determines the ZAR amount reflecting in our account. Please ensure that you choose to make payment in ZAR and not in your currency. The South African Reserve Bank prohibits South African companies from accepting foreign credit card payments and holding the funds in a foreign currency.
- 5.3 Proposals for Namibia are quoted in NAD. You will receive an invoice in ZAR. Please note that NAD and ZAR have the same currency exchange rate.

5.4 Cash or EFT Transfers: We accept EFT transfers or cash deposited into one of our bank accounts subject to condition that proof of payment or transfer is provided to ourselves and such payment has been confirmed as received by ourselves.

5.5 Payments may be deposited directly into the following bank account:

Bank Name: First National Bank
Account Holder: ZULA African Journeys (Pty) Ltd
Account Number: 62901082016
Branch: 250655
Bank Code: 020909
Swift Code: FIRNZAJJ
Bank Address: Bank City Floor 2
4 First Place Bank City
Cnr Simmonds and Pritchard
Street
Johannesburg, Gauteng, 2000
South Africa

Please note that when making payment via a bank transfer all bank charges are for your account. Please ensure that your bankers are instructed on presentation or upload of ZULA invoice that the amount invoiced must be equivalent to the amount reflecting in the ZULA account.

6. TRAVEL DOCUMENTS

6.1 Documents which include but are not limited to itineraries, vouchers etc., are only prepared on receipt of full payment of your travel arrangements and will be ready 30 days prior to departure or 24 hours after payment has been received and cleared in our bank account should your departure date fall within the 30 days. Your documents will be sent to you via e-mail.

6.2 Should you require your documents and air tickets to be printed and forwarded to yourself this may be arranged with us. However, the courier costs in respect thereof will be for your own account.

6.3 It is important that you check all details of your travel documents (including your itinerary) before leaving for your trip. If there are any inaccuracies on any of your travel documents, or should you have any further queries, please contact us immediately, so that we can rectify the matter.

7. CHANGES

7.1 Every effort is made by ZULA to adhere to confirmed itineraries; however, we reserve the right to make changes to your travel arrangements should it become necessary to do so. These changes would only be made in the case of unpreventable and unpredictable circumstances. These circumstances include but are not limited to weather, damage to a hotel or lodge, service issues etc.

7.2 Should any service or component be confirmed by ZULA and this service or component is cancelled by the supplier for whatsoever reason, then in such instances ZULA will accept no liability for the cancellation thereof. ZULA will of course find a suitable alternative.

7.3 Should you wish to make a change to your booking, we will make every effort to make the change wherever this is possible. You will be responsible for the payment of any increases imposed by the suppliers when amending a booking.

7.4 Amendments and cancellations to your programme during your trip must be made with ZULA directly.

7.5 Much time, research and effort has gone into the planning and preparation of your trip, however from time to time we are faced with unforeseen circumstances such as currency fluctuations, fuel surcharges, Government Tax increases or price amendments by suppliers that may necessitate changes in costs. Should this occur you would be notified as soon as possible, however we do reserve the right to change the itinerary of the tour without prior notice. Notwithstanding that deposits or complete payments have been made, any increases beyond our control up until the date of departure, arrangements resulting to the above will be for your account.

7.6 If such increases are not acceptable to you, your booking may be cancelled, though in doing so you would still be liable to pay any cancellation charges imposed in the way of cancellation, administration, communication charges etc.

8. CANCELLATIONS

8.1 In the case of cancellation, the cancellation policy stipulates that we are entitled to charge cancellation fees. They will cover any cancellation charges from our suppliers and administrative costs (banking and/or service fees) incurred during the booking and payment process. However, please be reassured that we are always happy to have a look at your individual booking to find a suitable solution.

8.2 Cancellations are only valid if received by ZULA in writing.

8.3 If you wish to defer your booking, we will waive any ZULA fees and recalculate your travel price based on the new travel season. Any payments made by you will be allocated to new travel dates. Deferral option will be valid for 1 year from starting date of travel.

8.4 In the event of services being cancelled, the following cancellation fees will apply:

8.4.1 61 days or more prior to commencement of services: 25% total quoted tour price.

8.4.2 60 days to 31 days prior to commencement of services: 50% total quoted tour price.

8.4.3 30 days to 23 days prior to commencement of services: 60% total quoted tour price.

8.4.4 22 days to 16 days prior to commencement of services: 80% total quoted tour price.

8.4.5 15 days to 06 days prior to commencement of services: 90% total quoted tour price.

8.4.6 05 days or less prior to commencement of services: 100% of total quoted tour price due.

8.4.7 All airfare reservations are arranged subject to the conditions imposed by the respective airline and any 'No shows' will be charged 100% of the fare.

- 8.5 We recommend that travellers take adequate personal cancellation insurance cover before departure from home.
- 8.6 For tours that include services of suppliers with more stringent policies, including but not limited to National Parks Board, Blue Train, Rovos Rail, Private Lodges and others, different cancellation fees will be apply, which will be provided when applicable.
- 8.7 The above mentioned cancellation terms remain applicable even in the event of non-payment of deposit.

9. COMPLAINTS

- 9.1 Should you experience any issues whilst travelling, please immediately inform the supplier of the services in question.
- 9.2 If you unable to resolve the issue and are still dissatisfied, please notify ZULA immediately to enable us to take action.
- 9.3 If you remain dissatisfied, contact the ZULA's Customer Service within 28 days of the unsatisfactory service, giving your booking reference and full details of your complaint via email:
customerservice@zula.travel

10. INSURANCE

ZULA carries comprehensive liability insurance - details of which can be made available on request.

11. INDEMNITY

- 11.1 ZULA acts only as agent for the supply of accommodation, transportation, activities, and other services provided to you.
- 11.2 ZULA makes every effort to ensure that all the arrangements and services connected with your itinerary will be carried out as specified in the most efficient and effective way possible. We do not however, have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, ZULA shall not be liable for any direct, indirect, consequential, or incidental damage, injury, loss, accident, delay, or irregularity of any kind occasioned by reason of any act or omission beyond its control, including, without limitation, any act of negligence or breach of contract of any third party such as an accommodation establishment, transport provider, activity supplier, restaurant, ground handler, etc., who is to or does supply any goods or services for your trip.
- 11.3 Without limiting the foregoing, ZULA is not responsible for any losses or expenses due to delay or changes in schedule, overbooking of accommodations, default of any third parties, sickness, weather, strikes, acts of God, acts of terrorism, war, quarantine, criminal activity, or for any other cause beyond its control.
- 11.4 During a safari programme, you may be taken close contact with wild animals. It is the duty of rangers and guides to ensure that you are fully briefed accordingly before departing on a safari drive or bush walk. Neither ZULA nor their employees can be held responsible for any injury or accident while on safari.

- 11.5 We strongly recommend that you take adequate personal travel insurance cover before departure from your home.

12. JURISDICTION

The law of the Republic of South Africa shall govern the relationship between ZULA and the traveller and the Courts of the Republic of South Africa shall have sole jurisdiction in respect of any claims and/or disputes which may arise between ZULA and the traveller.

13. LEGAL

- 13.1 This document together with ZULA standard Booking Form and invoice/itinerary constitutes the sole record of the agreement between the parties.
- 13.2 No party shall be bound by any representation, warranty, and promise of the like not recorded herein.
- 13.3 Traveller acknowledges that he/she has not relied on any matter or thing stated on behalf of ZULA or otherwise that is not included herein.
- 13.4 No addition to the ZULA standard booking conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 13.5 All costs and disbursements, including legal costs on the attorney and own client scale incurred by ZULA in recovering any damages and payments payable by the traveller to ZULA, shall be for your account. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.

14. TRAVELLER 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, 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.

15. TRAVELLER AND AUTHORITY PROTECTION OF PERSONAL INFORMATION ACT ("POPI")

- 15.1 ZULA respects your privacy and is committed to protect the personal information that you share with us. When you use our services, you are placing your trust in us to ensure the privacy of your personal data and we are committed to protecting it. ZULA is committed to the adherence of national legislation as defined in the regulations of the South African Protection of Personal Information Act 4 of 2013 (POPIA), pertaining to the safeguarding of data.
- 15.2 You hereby authorise ZULA to collect your personal information as it is relevant to this agreement and/or service which we are providing for you.
- 15.3 ZULA shall use information provided by you to perform our services, which include but are not limited to any document relating to the service and processing of accounting documents i.e. invoice.
- 15.4 You confirm that we may share your personal information with the following persons, who have an obligation to keep the personal information secure and confidential:

- 15.4.1. Third Parties with whom we contract or assist us to supply services to you.
- 15.4.2. ZULA Employees who require your personal information in order to arrange your trip with the services booked.
- 15.5 ZULA undertakes not to disclose your personal information unless it is legally or contractually required to do so.
- 15.6 ZULA undertakes to make every reasonable effort to ensure your personal information in our possession is kept confidential, stored in a secure manner and processed in terms of the South African Protection of Personal Information Act 4 of 2013 (POPIA).
- 15.7 You hereby acknowledge and agree that:
 - 15.7.1. ZULA is entitled to process and store any personal information as outlined in the ZULA Privacy Policy, available on the website zula.travel
 - 15.7.2. ZULA is entitled and authorised by you to transfer any personal information to any of its service providers.
 - 15.7.3. ZULA is entitled to store and back-up your personal information on until such time that it is reasonable to be destroyed.
 - 15.7.4. You hereby confirm that you have read through and agree to ZULA's Privacy Policy and provide your consent to ZULA to process your personal information
You hereby acknowledge that you understand the purpose for which your personal information will be used.