

BOOKING TERMS AND CONDITIONS

Usiwa Tours CC 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"**). Usiwa Tours CC wishes to regulate the grounds on which it is prepared to provide these Services to you. Make sure you have read these Terms and Conditions and have raised any questions you may have before agreeing to be bound by them. The terms marked in bold have particular legal consequence, so please 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) **"Africa Tour Designer"** means a travel consultant employed by Usiwa Tours CC;
- b) **"the Agreement"** means the Customer Booking Form (defined below) and the applicable customer quotation form and or customer confirmation form read with these Terms and Conditions;
- c) **"the Customer Booking Form"** means the form completed by you and submitted to Usiwa Tours CC confirming your acceptance of the Customer Confirmation;
- d) **"the Customer Confirmation Form"** means the form sent to you by Usiwa Tours CC, marked Confirmation, confirming the price of the final itinerary travel products and services that you wish to purchase;
- e) **"Customer Quotation Form"** means the quote sent to you by Usiwa Tours CC, marked Quotation, indicating the estimated prices of the travel products and services that you wish to purchase;
- f) **"CPA"** means the Consumer Protection Act, 2008;
- g) **"Day"** means a calendar day;
- h) **"Departure Date"** means the date on which you start your travels as indicated in the Customer Booking Form;
- i) **"Deposit"** means the monies payable by you to Usiwa Tours CC to secure your booking;
- j) **"Force Majeure"** means any extraordinary event or circumstance beyond the control of the parties, including but not limited to, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics and fire;
- k) **"Usiwa Tours"** means Usiwa Tours CC, a closed corporation, registration number: Reg. No: 2005/183298/23 duly registered in terms of the laws of the Republic of South Africa, carrying on business at 8 Worcester Road, 7806 Hout Bay.
- l) **"Involuntary change"** means a change/s to a booking caused by, Scheduled Airline Failure, bad weather, airport or airline strikes, Supplier Schedule Failure and all other Force Majeure;
- m) **"in Writing"** means written communication sent to Usiwa Tours CC by recorded delivery post or by email.
- n) **"You/Your"** means the client described on the Customer Booking Form.
- o) **"Voluntary Change"** means changes requested by you that do not constitute an Involuntary Change which may result in additional costs including but not limited to cancellation, amendment and administration fees and cost of new services;
- p) **"Overbooking Displacement"** means cancellation or rescheduling of a service by a service provider due to a supplier booking error;
- q) **"Parties"** means both you and Usiwa Tours CC;
- r) **"Supplier"** means a third party who supplies you with travel services, including but not limited to airlines, transfer companies, car rental companies, tour operators, hotels and suppliers of accommodation;
- s) **"Supplier Schedule Failure"** means a Supplier's failure to provide you with travel services as per your booking, including but not limited to an Overbooking Displacement;
- t) **"Scheduled Airline Failure"** means an airline's failure to operate at all or to operate according to the flight schedule for reasons including but not limited to technical failure or weather conditions;
- u) **"Service fee"** means the portion of your Total Confirmed Price that covers the services provided by Usiwa Tours CC including but not limited to booking services, administration, communication, amendment, cancellation and bank charges.

- v) **“Total Confirmed Price”** means the total cost of services rendered to you on behalf of Usiwa Tours CC, as indicated in the Customer Confirmation Form;
- w) Expressions in the singular also include the plural, and vice versa; and
- x) Pronouns of any gender include the other gender

PART A:

YOUR DEALINGS WITH USIWA TOURS CC 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 Usiwa Tours CC:

1.1.1 50% 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 80 days prior to travel;

1.1.3 100% Of the Total Confirmed Price for bookings made less than 80 days prior to departure,

1.1.4 Greater deposits may be required in instances of specialist product &/or peak season travel. Depending on suppliers rules.

1.2 If the above payments are not received as indicated, Usiwa Tours CC 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 internet transfer (electronic funds transfer) or telegraphic transfer (SWIFT). Payments are normally cleared within five business days. Cash and travellers cheques are not accepted. In some cases we can organise Credit Card Payment with third party suppliers but have to add their credit card fees on the total amount due.

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 Usiwa Tours CC are based upon external supplier costs such as air fares, airport taxes, fuel surcharges, accommodation, car hire, park fees and gate fees which are outside of the control of Usiwa Tours CC. These supplier costs 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 Usiwa Tours CC or as otherwise instructed by Usiwa Tours CC.

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 any such costs increased as a result of an increase effected by the airline will be for the Client's account and shall be payable to Usiwa Tours CC or as otherwise instructed by the airlines

3.3.2 road transportation companies such as transfer and car rental companies reserve the right to levy additional charges due to fuel price increases and/or government road levies – without notice – at any stage prior to and any such costs increase as a result of an increase effected by the road transportation company will

be for the Client's account and shall be payable to Usiwa Tours CC or as otherwise instructed by the road transportation company;

3.3.3 Government/National Bodies, concession owners and other such parties involved in the running of private or public natural parks reserve the right to levy additional or increased park fees - without notice - at any stage prior to arrival and any such costs increased as a result of an increase effected by such parties will be for the Client's account and shall be payable to Usiwa Tours CC or as otherwise instructed by such parties.

4 CHANGES TO BOOKINGS

4.1 Usiwa Tours CC will make every effort to adhere to the confirmed itinerary. However, where Involuntary Changes are significant— such as change of accommodation or transportation – Usiwa Tours CC undertakes:

4.1.1 To provide a reasonable alternative at no additional cost, subject to the terms and conditions of the relevant Supplier;

4.1.2 In the event that you reject the reasonable alternative provided or should a reasonable alternative not be available as per 4.1.1 above, to refund you the monies arising from the Involuntary Changes, subject to the terms and conditions of the relevant Supplier

4.1.3 In the event of refunding you, to assist you in identifying alternative services, subject to all additional costs for the alternative services being for your account.

4.2 Should you wish to make a Voluntary Change to your booking, Usiwa Tours CC will use its best endeavours to accommodate you. However Usiwa Tours CC 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 together with any additional costs arising from the Voluntary Change, including those charged by the relevant Supplier.

5 TRAVEL DEALS AND DISCOUNTED RATES

5.1 All Travel Deals and Discounted Rates advertised on the Usiwa Tours CC 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 Usiwa Tours CC to you are subject to the Supplier's terms and conditions.

6.2 Participation in any tour or travel package arranged by Usiwa Tours CC 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 Usiwa Tours CC 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 Usiwa Tours CC 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 Usiwa Tours CC acts also in the capacity of an agent for third parties and as such Usiwa Tours CC 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 products and services. Usiwa Tours CC shall be exempt from all liability in respect of any claim whatsoever as aforesaid, the Client acknowledging that, in the case of a defective product, it is unreasonable to expect Usiwa Tours CC to have discovered the product failure having regard to Usiwa Tours CC's role in arranging access to the third party products and services on behalf of the Client.

7. CANCELLATION AND REFUND POLICY

7.1 In the event that you cancel your booking, in full or partially, for any reason whatsoever Usiwa Tours CC will levy cancellation charges as defined in 7.3. In the occasional instance where Usiwa Tours CC is able to obtain waivers of cancellation fees and/or secure an ex-gratia refund from suppliers Usiwa Tours CC will pass this on to you less the Service Fee. However, Usiwa Tours CC makes no guarantees as to securing such waivers or refunds.

7.2 Cancellations of bookings must be done in writing. Where cancellations are sent by e-mail, you must obtain an e-mail proof of receipt and retain written acknowledgement of receipt from Usiwa Tours CC.

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 Usiwa Tours CC will make every effort to confirm your requested travel services upon receipt of your deposit payment. In the unlikely event of us being unable to confirm your requested travel services, you will be offered alternative available travel services. Should the alternative available travel services not be acceptable to you, we will provide a full refund, subject to the terms and conditions of the relevant Supplier.

7.5 Usiwa Tours CC will make every effort to avoid misquotation. However we reserve the right to cancel a reservation without liability or penalty if an obvious error or omission leads to a material cost implication.

7.6 No refunds will be given by Usiwa Tours CC for partly used vouchers or for no-shows.

8. COMPLAINTS AND DISPUTE RESOLUTION

8.1 Any complaints should be telephonically reported to Usiwa Tours CC at the time of the incident and should be followed up in writing to Usiwa Tours CC, marked for the attention of the Operations Manager, no later than 30 days after the incident has occurred.

8.2 Complaints should be forwarded to 8 Worcester Road, 7806 Hout Bay, South Africa or alternatively via email to usiwa@mweb.co.za.

8.3 Usiwa Tours CC 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 Usiwa Tours CC will make every effort to assist in the resolution of the complaint, it cannot guarantee the satisfactory resolution of complaints for services and products outside of its control and for which it is not responsible.

PART B: YOUR DIRECT DEALINGS WITH OTHER SERVICE PROVIDERS

9. FLIGHT RULES only applicable when booked through Usiwa Tours cc

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 your flight reservations which appear on the **Customer Confirmation Form and Customer Booking Form**. Usiwa Tours CC 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 Usiwa Tours CC 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 Usiwa Tours CC cannot guarantee any airline seating or meal requests. However Usiwa Tours CC will endeavour to assist you in this regard.

9.8 All of your baggage and personal belongings are at all times at your responsibility. Usiwa Tours CC 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. Usiwa Tours CC 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. Usiwa Tours CC will make every effort to assist you in obtaining this refund, but cannot provide you with any guarantees in this regard.

9.12 Usiwa Tours CC 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 In the event of an Involuntary Change, neither Usiwa Tours CC nor the relevant airline will be liable for any costs arising from the Involuntary Changes.

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. Usiwa Tours CC recommends that you seek the advice of its Africa Tour Designers. 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 **baggage regulations which include but are not limited to weight, structure and shape**. Usiwa Tours CC recommends that you seek the advice of its travel consultants.

10.3 If you do not adhere to the relevant **baggage regulations**, the transfer of your baggage may be delayed and/or transferred at extra cost to you.

11. PASSPORTS AND VISAS

11.1 You must ensure that you meet the necessary travel documentation, permit &/or visa regulations of the countries you intend entering, transiting or visiting. Usiwa Tours CC recommends that you seek the advice of its travel consultants and also consult your department of foreign affairs for specific advice and regulations. However you remain responsible for ensuring you meet these regulations.

11.2 Your passport must have sufficient blank visa pages available in accordance with the regulations of various African countries. A minimum of 2 adjacent blank pages per country to be entered, transited or visited is recommended.

11.3 Your passport must be valid for the prescribed period contained in the applicable regulations of the countries you will be entering, transiting &/or visiting. A minimum of 12 months after travel date is recommended.

11.4 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.

Please note: as from 2015 travelling to South Africa requires the unabridged birth certificate for minor children.

12. INOCULATION, IMMUNIZATION AND MEDICATION

12.1 You must ensure that you meet the immunisation, inoculation and medication regulations of various African countries. Usiwa Tours CC recommends you seek the advice of its travel consultants and review the guidelines displayed on the countries websites 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.

13. TRAVEL INSURANCE

You agree to purchase comprehensive travel insurance at the time of your booking. You acknowledge that without such travel insurance, you will be responsible for all costs arising from any cancellation, re-routing or rescheduling of your trip or any emergency (medical or other) that may arise during your travels. As agreed in clause 6, **you agree that in the event of you failing to purchase adequate insurance cover, you will not hold Usiwa Tours CC responsible for any harm or loss that you may suffer.**

PART C: THE LEGAL STUFF

14. GENERAL

14.1 No amendment, addition or consensual cancellation of this Agreement will be binding unless it is recorded in writing.

14.2 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 Usiwa Tours CC. 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.

14.3 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.

14.4 Neither Party shall lose any of its rights under this Agreement if it does not immediately and in every instance insist on them.

14.5 This Agreement shall be governed by the laws of the Republic of South Africa and shall be enforced by the courts within the Republic of South Africa.

14.6 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.

14.7 If Usiwa Tours CC has to bring legal proceedings against you to enforce payments of amounts owed to it, you shall be responsible to pay all costs Usiwa Tours CC incurs in collecting the payment.

14.8 You shall not be entitled to cede any of your rights or assign any of your obligations under this Agreement.

14.9 If Usiwa Tours CC is prevented from carrying out all or any of its obligations under this Agreement because of an event beyond its control, Usiwa Tours CC 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.

14.10 Updated versions of this Agreement may be sent to you from time to time as and when our policies and procedures change and when external factors such as legislative updates require. Please make sure that you read these amended terms and conditions carefully and raise any queries that you may have.

15. ADDRESSES FOR NOTICES AND LEGAL PROCESS

15.1 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:

Usiwa Tours CC: 8 Worcester Road, 7806 Hout Bay, South Africa

You: The address provided by you on the Customer Booking Form.

15.2 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.

16. CONFIDENTIALITY & COMMUNICATION

16.1 Usiwa Tours CC undertakes to take all reasonable and necessary steps to protect your personal information.

16.2 You authorise Usiwa Tours CC 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 Usiwa Tours CC website and related websites

16.2.1 Your full name and surnames;

16.2.2 Your Contact telephone numbers;

16.2.3 Your Electronic mail address;

16.2.4 Your IP address;

16.2.5 Your User selected username and password;

16.2.6 Your Non-personal browsing habits and click patterns;

16.2.7 Your Profile information; and

16.2.8 Your Travel information.