

Standard Terms and Conditions

If you use this website and make a booking through Mkhombo Safaris (PTY) LTD Trading as Mkhombo Safaris (hereinafter referred to as Mkhombo Safaris), you agree to the following terms and conditions:

A) USE OF THE WEBSITE:

1. COPYRIGHT AND REPRODUCTION

All the content on this site, including text, images, graphics, logos, icons, designs, colours, layouts, trademarks, database rights and other intellectual property in the content of this website are the property of Mkhombo Safaris and its suppliers and are as such protected by South African and International Intellectual Property Law. You may reproduce any content of this website only for your own personal use and only for non-commercial purposes. Except as set out above, you may not modify, license, create derivative works from or transfer or sell any content, software or information obtained from this website.

2. CHANGES TO WEBSITE

Please be aware that Mkhombo Safaris may alter the information on this website, including these terms and conditions, from time to time. Any amendment to the terms and conditions will, with immediate effect, be binding on users of the website.

3. DISCLAIMER

Although Mkhombo Safaris endeavours to ensure the technical and factual accuracy of all the content on the website, neither Mkhombo Safaris nor any of its employees, agents and associates make any representations or give any warranties, whether expressly, tacitly or implied, as to the operation of the site, the information, content, materials and products included and available from this site. Mkhombo Safaris, its employees, agents and associates shall not be liable for any loss or damage of whatsoever nature that may be suffered, whether directly or indirectly, by virtue of any errors or inaccuracies on the website or resulting from the use of or inability to use this site or the information contained hereon, including but not limited to direct, indirect, incidental, punitive and consequential damage. The specific details of properties and products are subject to change without prior notice.

4. EDITORIAL CONTENT & LINKS

This website contains content provided by third parties and hyperlinks to other sites. Mkhombo Safaris does not screen or filter such content or the other sites or information available from the other sites, and therefore does not accept any liability for defamatory, illegal or criminal content contained on those sites. We encourage our users to report any infringement, illegal or criminal content found on any of the sites available through links from this site to investigate whether such a link should be removed. Due to seasonal variations, rates shown are purely an indication and whilst we do our level best to maintain their accuracy, these are indicative.

5. APPLICABLE LAW

This site is created, maintained and controlled in the Republic of South Africa and as such, the laws of the Republic of South Africa and the jurisdiction of the South African Court govern this user agreement and the use or inability to use this site.

6. PRIVACY

Mkhombo Safaris will keep all personal information you give us as strictly confidential and no personal information will be made available to third parties, unless obliged to do so by law or legal process. Mkhombo Safaris will protect all personal information including your name, e-mail address, mailing address and credit card details from unauthorised access and use. Mkhombo Safaris may send e-mail messages to our customers with news and special offers and users may, by return mail, indicate whether they would prefer not to receive any such mail in future. This site may use "cookies" to customise it and make your visit to us more user friendly. Cookies cannot harm your computer in any way and are an industry standard. They are small text files that contain only information provided by you, the visitor, to the website. Furthermore, users may configure their browsers to not accept our cookies.

B) BOOKING TERMS AND CONDITIONS

1. APPLICATION

All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of Mkhombo Safaris (PTY) LTD Trading as Mkhombo Safaris (hereinafter referred to as Mkhombo Safaris) are subject to these terms and conditions.

2. AGREEMENT

The information contained on the Mkhombo Safaris site and quotations is an invitation to do business and not an offer. If you forward an offer to us, Mkhombo Safaris shall indicate their acceptance thereof by return mail. Mkhombo Safaris acts herein as an agent for our respective business partners and therefore any agreement resulting from the acceptance of an order is deemed to be an agreement between the relevant business partner and yourself.

3. 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 and accepted the terms and conditions and to have the authority to do so on behalf of the person/s in whose name the estimate or quotation or reservation is requested and/or provided and/or the person/s to whom the services are rendered (collectively referred to as 'the Client').

4. THIRD PARTY SERVICE PROVIDERS

Mkhombo Safaris does not own, manage or operate aircraft, transport or hotels and merely facilitates your access to and use of such facilities. Mkhombo Safaris provides Clients with travel and/or other services acting as agents for principals such as airlines or hotels ('collectively referred to as 'the principal'). Mkhombo Safaris represents the principal as agents only and accordingly accepts no liability for any loss, damage, injury or death which any Client may suffer because of any act or omission on the part of or the failure of the principal to fulfil its obligations, whether in relation to travel arrangements, accommodation or otherwise. The contract in use by the principal (which is often constituted by the ticket issued 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.

5. BOOKING, DEPOSIT & RESERVATION

Mkhombo Safaris will prepare a quotation for the proposed travel arrangements. A non-refundable deposit as specified in the quotation is required to confirm reservations with Principals, subject to payment of the balance of the price in due course as specified herein. Mkhombo Safaris will not confirm any reservation if the deposit and a Booking Confirmation Form signed by the Client are not received. Should clients not sign and return the Booking Confirmation Form but make the deposit payment, they will be automatically deemed to have accepted our Standard Terms and Conditions. The deposit is accepted as part of the inclusive price as specified in the Booking Confirmation Form and will only be refunded if the application cannot be accommodated. Deposits need to be received within 24 hours of receipt of the quotation to prevent airlines from cancelling seats. Should an airline cancel a client's seats due to non-payment within 24 hours, the client will be responsible for the difference in seat price, should Mkhombo Safaris be unable to re-instate the booking on the original seat class.

6. PAYMENT AND PAYMENT TERMS

A non-refundable deposit ('the Deposit') equivalent to 50% of the land arrangement costs of the Proposed Travel Arrangements ('the Price') plus the full amount including taxes for the air travel portion is required in order to confirm the Booking, subject to payment of the balance of the Price in due course as specified. The balance of the Price is due not less than 30 days prior to the date of departure. Where a property insists on payment of a higher deposit than 50% to confirm the reservation or a period longer than the standard 30 days for full payment to be made, then these higher amounts/longer periods will then be applicable. Bookings made within 30 days of the arrival date must be paid in full immediately. If the final payment is not received on time, the travel documents can be delayed or Mkhombo Safaris may cancel the Booking. Late payment may also result in cancellation of the reservation by the principal. If you fail to make the final payment on or before the due date, your booking will be cancelled, and you will forfeit the relevant deposit paid. Payment Methods: EFT Transfers: Mkhombo Safaris accepts EFT transfers into one of our bank accounts, subject to condition that the EFT transmission report is provided to ourselves, and such payment has been confirmed as received by ourselves. Client needs to enable immediate clearance if making payment less than 4 days prior to departure Cheques: No cheque payments accepted Credit Cards/Cash: Mkhombo Safaris' standard payment method for South African residents is EFT and credit cards/cash deposits are not accepted as our margins on SA residents' special rates are too low to afford the fees payable on these transactions. In extreme circumstances, Mkhombo may (at our discretion) make an exception and accept a payment by credit card/cash – however for the reason given above, this would then be subject to a surcharge of 11%. When paying by credit card the Client will be required to complete Mkhombo' credit card authorization form.

7. PRICES

Prices are quoted at the ruling daily exchange rate. Until Mkhombo Safaris 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. However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by Mkhombo Safaris. 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 retaining any payment made (Mkhombo Safaris will be entitled to retain any service fees charged). Should any unavoidable price increases or additional charges be affected by the airlines, Principal or third parties, Mkhombo Safaris shall be entitled to recover such costs from the client on invoice to this effect.

8. AMENDMENTS

Should the client amend their booking at any stage, either in the form of a date change, itinerary amendment or any change whatsoever, Mkhombo Safaris reserves the right to charge an amendment fee per booking. One itinerary amendment is free, thereafter each change may be charged at R500 per booking, over and above the tour cost.

9. RESPONSIBILITY

The Proposed Travel Arrangements are made on the express condition that Mkhombo Safaris, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, death, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client), their luggage, or other property, wherever, whenever and however the same may occur. The Client indemnifies and holds harmless Mkhombo Safaris, its employees and agents accordingly. Mkhombo Safaris, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever.

10. 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 sports equipment (note that is not an exhaustive list). Mkhombo Safaris will not be responsible or liable if the Client fails to take adequate insurance cover or at all. It shall not be obligatory upon Mkhombo Safaris to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by Mkhombo Safaris 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 Mkhombo Safaris 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 only. Please note that various credit card companies offer limited levels of travel insurance, which Mkhombo Safaris does not consider sufficient cover. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

11. TRAVEL DOCUMENTS

Documents (vouchers, itineraries etc) are only prepared and released on receipt of payment of the Price in full. All vouchers, receipts and tickets issued by Mkhombo Safaris to you are subject to the principal's terms and conditions.

12. PASSPORTS, VISAS & HEALTH

It is the 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 Mkhombo Safaris before travelling. Mkhombo Safaris will endeavour to assist the Client, but such assistance will be at Mkhombo Safaris' discretion and the Client acknowledges that the Client remains

responsible for meeting these regulations, that Mkhombo Safaris is not assuming any obligation or liability and the Client indemnifies Mkhombo Safaris 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.

13. CANCELLATION

The Principals or Mkhombo Safaris may reserve the right to cancel any tour before departure, in which event the entire amount received by it will be refunded to the Client without any further obligation on the part of Mkhombo Safaris. In the event of the Client cancelling the Booking with the consent of Mkhombo Safaris, then over and above such cancellation fees as each airline may charge and for which the Client is liable, the following cancellation charges will apply: More than 30 days prior to departure – Non-refundable deposit paid Less than 30 days prior to departure – 100% of Land Arrangements Cost Cancellations of bookings by the Client 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 Mkhombo Safaris. In the occasional instance where Mkhombo Safaris is able to obtain waivers of cancellation fees and/or secure an ex-gratia refund from suppliers, Mkhombo Safaris will pass this on to you less a Service Fee. However, Mkhombo Safaris makes no guarantees as to securing such waivers or refunds. Mkhombo Safaris 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. No refunds will be given by Mkhombo Safaris for partly used vouchers or for no-shows.

14. UNSCHEDULED EXTENSIONS

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

15. ITINERARY VARIATIONS & TRANSFERS

While every effort is made to keep to the final itinerary, Principals and/or Mkhombo Safaris 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.

16. BREAKAWAYS/VOLUNTARY VARIATIONS

While it is possible to break away from the itinerary, it is understood that any costs incurred in such voluntary variations initiated by the Client will be for the Client's account.

17. LAW & JURISDICTION

South African law and the jurisdiction of South African courts will govern the relationship between the Client and Mkhombo Safaris. Mkhombo Safaris 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. If Mkhombo Safaris has to bring legal proceedings against you to enforce

payments of amounts owed to it, you shall be responsible to pay all costs Mkhombo Safaris incurs in collecting the payment.

18. SPECIAL REQUESTS

Clients who have special requests, must specify such requests to Mkhombo Safaris in their enquiry or in response to the quotation. Whilst Mkhombo Safaris will use its best endeavours to accommodate such requests, it does not guarantee that it will.

19. 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 Mkhombo Safaris.

20. REFUNDS

No refunds will be considered in any circumstances whatsoever, although Mkhombo Safaris may, at its sole discretion, consider a refund in the event of death or serious illness of the client. Refunds by the Principals will be subject to their terms and conditions.

21. e-TICKETING

The Client must be ready to show their identity document and possibly their credit card at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for EACH MINOR.

22. LIMITATION OF LIABILITY

Participation in any tour or travel package arranged by Mkhombo Safaris and provided by any of its Suppliers (including but not limited to transportation to or from any venue) is undertaken at your own risk. Mkhombo Safaris, its officers, directors, servants or agents will under no circumstances be liable for any claim for any loss, damage or injury suffered by any person whether to their person or property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of Mkhombo Safaris whatsoever, unless such claim is due to the gross negligence of Mkhombo Safaris and such claim is lodged in writing with Mkhombo Safaris within 30 (thirty) days after the end of the Booking. Such liability will be subject to a limitation of R10 000, 00 per Client per Booking and under no circumstances will Mkhombo Safaris be liable for any indirect or consequential loss or damage. The Client, his/her heirs, dependants, agents, executors or their assignees hereby irrevocably waive any claims which they may have against Mkhombo Safaris 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. Mkhombo Safaris acts solely in the capacity of an agent for third parties and as such Mkhombo Safaris 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. Mkhombo Safaris 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 Mkhombo Safaris to have discovered the product failure having regard to Mkhombo Safaris' role in arranging access to the third-party products and services on behalf of the Client.

23. LEGAL FEES

The Client will be liable for all legal fees on an attorney and own client scale in the event that Mkhombo Safaris has to engage a lawyer to enforce or defend any of its rights or otherwise.

24. CONFIRMATION OF TRAVEL ARRANGEMENTS

All onward travel arrangements (local and international & on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 hours prior to departure. If you do not, your reservation may be cancelled, or you may be inconvenienced by airline-initiated amendments.

25. ENTIRE CONTRACT

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 Mkhombo Safaris or otherwise that is not included herein.