

1.0 General

- 1.1 The following are the standard trading terms and conditions used by Road Travel; due to updates it is advisable to confirm the most up-to-date version.
- 1.2 All and any business undertaken including advice, information or service provided or booked, whether gratuitously or not, by Road Travel shall be subject to the conditions set out hereafter. Each condition shall be deemed to be incorporated in and to be a condition of any agreement between Road Travel and its client.
- 1.3 No agent or employee of Road Travel has authority to alter or to vary these conditions either by an oral or written undertaking or promise given before, or after, receipt of these conditions; nor shall any act or omission of Road Travel be construed as a variation or waiver of these conditions.
- 1.4 Every client engaging Road Travel to undertake business shall do so and shall be deemed to do so in every respect and in relation to all the terms of the transaction including these conditions not only on their own behalf, but also as an agent and on behalf of any person who uses the service booked through Road Travel by the Customer.
 - 1.4.1 Every customer engaging the services of Road Travel shall be deemed to have warranted that they have the authority to engage Road Travel to book a particular service on behalf of the persons referred to in 1.4 above
- 1.5 Road Travel represents the hotels, airlines and other travel organisations named herein ("the suppliers") only in its capacity as agents for the suppliers and accordingly on receipt by Road Travel of any completed booking form as contained in brochures, brochure supplements or the website Road Travel shall transmit any such bookings to the suppliers concerned and endeavour to secure timeously all reservations and arrangements. All coupons, receipts and tickets are issued subject to the terms and conditions specified by the suppliers and, by accepting the coupons and tickets and utilising the services, the customer becomes contractually bound to the suppliers thereof. In addition, the customer is therefore deemed to have agreed that neither Road Travel nor any holding, parent, trading divisions, subsidiary, affiliated or associated Company or representative shall be liable for any death, loss, injury or damage to the customer or his belongings whatsoever and howsoever arising, and the customer indemnifies Road Travel accordingly.
- 1.6 Documents (Ticket vouchers, final itineraries, etc.) are only prepared on receipt of FULL & FINAL PAYMENT and currency declaration.

- 1.7 These conditions and all agreements made by Road Travel with its Customers wherever made, shall be governed and construed according to the laws of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the court of the Republic of South Africa. It is mutually agreed between the Client and Road Travel that any action arising out of this agreement may be instituted in any Magistrates Court having jurisdiction, even though the cause of action may exceed the jurisdiction of the court. The Customer chooses domicilium citandi executandi for all purposes under this agreement in respect of the giving of any notice, the serving of any court process or other documents or communication, the payment of any sum and for any other purpose arising out of this agreement at the physical address specified on the fact of a credit application.
- 1.8 Road Travel is entitled to the benefits of any discounts obtained and to retain and be paid all brokerage, commissions, allowances and other remuneration of whatsoever nature and kind, and shall not be obliged to disclose or account to its customers or principals for any such remuneration received by it.
- 1.9 Road Travel shall under no circumstances be precluded from raising a debit and obtaining a credit in respect of any fee or disbursements lawfully due to it notwithstanding the fact that a previous debit or debits, whether excluding or partly including the items now sought to be charged had been raised and whether or not any notice was given that further debits were to follow.
- 1.10 No act, omission, course of dealing, forbearance, delay or indulgence by Road Travel in enforcing any of these conditions or any of its rights in terms thereof, or any granting of time by Road Travel, shall prejudice or affect the rights and remedies of Road Travel under these conditions and no such matter shall be treated as any evidence of the waiver of Road Travel rights hereunder, nor shall any waiver of a breach by a Customer of any one or more of these conditions operate as a waiver of any subsequent breach thereof. Road Travel shall at all times and without notice be entitled to insist on any strict application of these conditions and on their strict enforcement on its Customers.
- 1.11 Printed matter is correct at the time of printing. We cannot be held responsible for any changes or inaccuracies which may occur after printing.
- 1.12 Please be aware that our tours may take you into close contact with wild animals. Attacks are rare but we cannot guarantee that this will not occur. Neither Road Travel nor its employees, nor its agents can be held responsible for any injury or incident that may occur whilst on tour.

2.0 Payments/Reservations/Amendments/Changes/Refunds

- 2.1 Upon receipt of your 30% (thirty percent) non refundable deposit Road Travel will, subject to availability, make the required reservations. The balance of payment is due no later than 60 days prior to departure. Road Travel reserves the right to cancel any reservation if the balance of payment is not received on time. If the bookings are made within 60 days of departure then full payment is required with reservation. If the final payment is not received timeously any additional costs will be for the Customer's account.
- 2.2 Customers who make a direct deposit into Road Travel bank account must fax a copy of the deposit slip and proof of payment to Road Travel, stating for whom and for what products such funds are being paid. Should the SWIFT system be used we require proof of remittance.
- 2.3 No accommodation will be deemed to be booked or confirmed until the required deposit or balance has been received and acknowledged by Road Travel. Payment may be made by SWIFT transfer, electronic funds transfers or credit card (credit card payments attract an additional 5% (five percent) administration fee.
- 2.4 The accommodation is sold subject to availability at the time of booking according to the property, category or class requested.
- 2.5 Prices are subject to adjustment in the event of changes in Value Added Tax (VAT) or due to increases in tariffs that may be implemented by the suppliers.
- 2.6 Customers making any hotel reservations do this on the same basis as point 2.1 above. If the balance of payment is not received within 30 days of the reservation date, the reservation will automatically be released. Customers must then reapply for the accommodation which will be subject to availability.
- 2.7 Individual reservations will be required to pay as per point 2.1 to secure their accommodation.
- 2.8 Road Travel will not accept any accounts or bill-backs from any accommodation establishment for any personal expenses such as telephone calls, meals, refreshments or any other services whatsoever unless specifically authorized by Road Travel in writing to the manager of such establishment. Customers are to settle all bills for outstanding services directly with the accommodation establishment prior to departure. Those making the booking will, by the making of such a booking, warrant that they have the authority to enter into a contract on behalf of the other person(s) included in the booking. In the event of the failure of any or all of the other persons included to make payment, the person making the booking shall by his/her signature therein assume personal liability for the total price of all the bookings made by him/her.

- 2.9 An amendment fee of R500.00 per person will be charged for amendments to accommodation reservations. Any amendments made to reservations after the customer's arrival must be transacted directly by the customer with the hotel. No amendments to itineraries will be accepted less than 30 days before arrival; thereafter, all alterations to itineraries are considered to be cancellations and re-bookings (see cancellation clause).
- 2.10 Confirmation vouchers will be supplied to all customers who have paid for their accommodation and tours in full prior to their arrival. No vouchers will be sent where payments are outstanding. The accommodation voucher will specify all services booked and their payment terms. Any services that are not specified on the accommodation voucher will be for the customer's account, as will any services included on the voucher and not specified as prepaid.
- 2.11 Road Travel reserves the right to change the itinerary and or arrangements should conditions necessitate this and to offer substitutes of equal value. Road Travel shall have the right to any time at its discretion, cancel any tour or remainder thereof, or make any alteration in route, accommodation, restaurant, price or other details and in the event of any tour being rendered impossible or inadvisable by weather, strike, war, riots, Government or interference or any cause whatsoever. The extra expenses incurred as a result thereof shall be the responsibility of the client.
- 2.12 All cancellations will be subject to cancellation penalties. No refunds will be processed before finalization of the event. A separate policy applies to group reservations and this will be outlined in a contract. Any loss Road Travel may suffer will be for the clients account.
- 2.13 Whilst Road Travel uses its best endeavors to ensure that all anticipated restaurants, accommodation, attractions, etc. are available as planned, there shall be no claim of any nature whatsoever against Road Travel and its staff for a refund either in the whole or part, if any accommodation or excursion is unavailable, or if the passenger was unable to use that service.
- 2.14 No refunds will be given by Road Travel for any unused portion of the accommodation after check-in at the hotel or property. These refunds must be negotiated directly with the accommodation establishment concerned.
- 2.15 Customers are required to advise Road Travel of the rooming lists (the names and number of persons who will be occupying the same room). Road Travel will not take it upon itself to allocate persons to specific rooms for the purpose of sharing with other persons. If a written schedule of names of persons who are required to share a room with one another is not supplied to Road Travel by the account holder, then all persons will be allocated rooms at sole occupancy rates.

- 2.16 Standards and expectations of quality of accommodation vary from country to country and from person to person. Some properties may be situated in non-prime locations that are nevertheless convenient to attractions and venues. Whilst ensuring that the accommodation adheres to the provision of facilities advertised, Road Travel does not accept responsibility for the quality of the accommodation not meeting the customers expectations and relocation costs will be for the customer's account
- 2.17 Arrivals at accommodation establishments after 18:00 PM usually constitute a late arrival. It is the responsibility of the customer to advise the property of late arrival. Failure to do so may result in the cancellation of the reservation without prior notice.
- 2.18 The Suppliers of hotel accommodation are independent contractors and are not agents or employees of Road Travel. By utilizing their services, facilities or products you agree that neither Road Travel nor any affiliated companies or representatives shall be liable for any accidents, loss, injury or damage to you or your property in connection with accommodations, or other services or resulting directly or indirectly from any occurrences or conditions beyond its control including the breakdown of equipment, strikes, theft, delay or cancellation of or changes in the itinerary or schedules.

3.0 The Tour/Tour Prices/Tour Manager/Guide

- 3.1 Tours are sold subject to availability at the time of booking according to the category of class requested.
- 3.2 No tour will be deemed to be booked or confirmed until the required deposit or balance has been received and acknowledged by Road Travel. Payment may be made by SWIFT, electronic funds transfer or credit card (credit cards by prior arrangement only, refer 2.3 for administration charges).
- 3.3 A deposit of thirty percent of the tour price is required to secure the reservation as per paragraph 2.1.
- 3.4 The Balance of payment of the published tour price less the deposit and all interim payments must reach Road Travel at least 30 days prior to the tour departure date. Any bookings made less than 45 days prior to the departure date must be paid in full on confirmation of reservation.
- 3.5 All tours will operate subject to attaining the specified minimum number of participants. If the minimum number is not attained, the customer will be given the opportunity to transfer the funds as part payment to another tour of his choice. Alternatively Road Travel reserves the right to surcharge remaining clients or to cancel the tour.

- 3.6 A late booking fee may be charged in respect of bookings received within 30 (thirty days) prior to the travel date. This charge is levied to cover communication expenses involved. An amendment fee may be levied for any changes to a confirmed itinerary.
- 3.7 All prices of tours are subject to, but not restricted to, the following price adjustments:
- 3.7.1 Adjustments in Government or Provincial fees or levies or taxes.
- 3.7.2 Adjustments in fuel costs which may necessitate increase.
- 3.7.3 Adjustments in the tour components such as accommodation.
- 3.7.4 Adjustments in entry fees.
- 3.7.5 Should increases be forced upon us by suppliers, airlines, exchange rates, etc. we reserve the right to surcharge without notice, up to a reasonable maximum.
- 3.8 Road Travel cannot guarantee the prices advertised but will do all possible to hold the prices.
- 3.9 Notwithstanding the fact that a foreign tour manager or any employee of the customer has incurred any charges in the course and scope of his employment or service to the customer, and the customer is thus liable for such charges, the employee shall remain personally liable for such charges until payment has been received in full. No adjustments will be made after full pre-payment has been received.
- 3.10 Prices are quoted on a per person sharing basis. In the event of the number of passengers being reduced, Road Travel reserves the right to surcharge remaining clients or cancel the tour.

INCLUDED: Rates include all specified services, accommodation, meals, entrance fees and taxes, unless offered as an optional extra.

NOT INCLUDED: Insurance, alcoholic and nonalcoholic beverages, gratuities, room service, telephone bills, laundry, as well as excursions not related to the tour. Extras can be paid in cash, by travellers cheque or credit card, but please note that most establishments do not accept personal cheques. No adjustments will be made after full pre-payment has been received.

- 3.11 The tour manager/guide will accompany clients to destinations and activities and attend to all logistics, assist and inform the client and negotiate on behalf of the client where necessary. The tour manager will respect the laws and customs of our hosts and host countries. The clients should, where possible, meet with the tour manager at least 1 (one) day prior to departure for an informative meeting regarding destinations, flights, health precautions and other relevant issues. At this meeting the client will inform the tour manager of specific needs e.g. dietary, health and interests. For groups traveling in hired coaches (seven seats or more) a registered South African Tourist guide is compulsory.

4.0 Luggage and Airline Clause

- 4.1 It is your duty to confirm all flights within 72 (seventy two) hours prior to departure.
- 4.2 Standard luggage limitations (max of 2 pieces not weighing more than 23 kg) apply for schedule flights and transfers, but for special/charter flights and transfers, special limitations may be imposed. All luggage and personal effects are conveyed entirely at the owner's risk. Sports equipment overweight is normally charged at special rates.
- 4.3 The airlines, charter and aviation companies are not to be held liable for any act, omission or event during the time the passenger(s) are not on board their plane or conveyance. Please note that should we subcontract the flying services to independent charter operators, they are responsible for the flying and liability contained therein.

5.0 Cancellation

- 5.1 In the event of the customer canceling his reservations, Road Travel shall have the right either to claim the total amount of any deposit paid by the customer and /or to claim any damages suffered by Road Travel. In accordance with the policy adopted by Tour Operators all over the world, Road Travel reserves the right to cancel any tour before departure, in which event surplus funds after covering all costs will be refunded without any further obligation on the part of Road Travel, and the customer will have no claim against Road Travel.
- 5.2 All tours will be subject to the following cancellation conditions;
- 5.2.1 All bookings not paid for in terms of the above including paragraph 2, 3 and 4 above may be cancelled without referral to the customer.

- 5.2.2 Bookings cancelled more than 90 days prior to departure will attract an administration fee of not less than R1000.00 (one thousand Rand) per person.
- 5.2.3 Bookings cancelled between 90 and 45 days prior to departure will attract 50% (fifty percent) cancellation fee on the full price of the tour.
- 5.2.4 Bookings cancelled less than 45 days prior to departure will attract a full 100% (one hundred percent) cancellation fee. No refund will be entertained.
- 5.2.5 The above cancellation fees will apply to all bookings made by Road Travel unless otherwise specified.
- 5.2.6 All cancellations must be applied for in writing by e-mail or fax and will be effective on the date of confirmed receipt of such written notification. No refund can be made should you fail to join the tour, or join it after departure, or leave it prior to completion.

6.0 Consent and Responsibility

- 6.1 Notwithstanding anything contained herein Road Travel shall not, in any circumstances, be liable for any damages arising from loss of market, or attributable to any delay in transit, or failure to carry out the instructions given to it or any other consequential loss, howsoever caused.
- 6.2 Road Travel shall be under no liability whatsoever whether on grounds of breach of contract or negligence, in respect of any type of loss or damage however arising, whether in respect of or in connection with any goods or any instructions, business, advice, information or services or otherwise, unless it is proved that the loss or damage was caused by the gross negligence of Road Travel.
- 6.3 The Suppliers of transportation, sightseeing arrangements, tour escorts and hotel accommodations for the tour programmes are independent contractors and are not agents or employees of Road Travel. By utilising their services you agree that neither Road Travel nor any affiliated companies or representatives shall be liable for any accidents, loss, injury or damage to you or your property in connection with accommodations, transportation or other services or resulting directly or indirectly from any occurrences or conditions beyond its control including the breakdown of equipment, strikes, theft, delay or cancellation of or changes in the itinerary or schedules.
- 6.4 The payment of the deposit or any other partial payment for a reservation of a tour, constitutes consent to all provisions contained within these conditions. The terms under which you agree to take these tours cannot be changed or amended except in writing, signed by an authorised representative of Road Travel.

- 6.5 Neither Road Travel, nor any person acting for, through or on behalf of Road Travel, shall be liable for any loss or damage whatsoever, arising from any cause whatsoever and without restricting the generality of the afore going, shall particularly not be responsible for the loss or damage arising from any errors or omissions contained in its or other literature, or late or non-confirmation or acceptance of bookings. Road Travel reserves the right to employ subcontractors to carry out all or part of the services offered, and in the event of such right being exercised, the terms set out here relating to our liability shall apply. Road Travel and its agents acts only as agents of the subcontracted Companies or persons making the tour in all matters relating to accommodation, touring and transport, whether by road, aircraft, coach, boat or by any other means. Road Travel and its employees shall therefore not be liable for any delay, sickness, injury, death, loss or damage arising from any cause and in any manner whatsoever. Liability to any passengers carried in any vehicle, aircraft or vessel owned by subcontracted Companies is governed by the laws of the country in which the tour takes place, and all claims are subject to the jurisdiction of the courts of the country in which the cause of action arises. Road Travel and its subcontractors, reserve the right to refuse to accept or retain any person on a tour, should such a person's physical or mental health and condition, general attitude or deportment, impede the operation of the tour or the welfare and enjoyment of the other tour passengers. In such circumstances the client shall not be entitled to any refund.

7.0 Passports, Visas & Health Requirements

- 7.1 The responsibility for the provision of current and valid passport, visas, vaccination and inoculation certificates and the like, where required, is that of the Customer alone. Road Travel shall not be responsible for any consequences of any nature arising from the customer failing to ensure that he has complied with all such requirements. The customer must ensure that his passport is valid for international travel, and that it will be valid until at least six months AFTER travel to/from South Africa.
- 7.2 Health certificates are required to travel to certain countries. Please check the actual position with Road Travel before traveling, as these requirements can change at short notice.
- 7.3 It is the responsibility of the customer to ensure that he/she is in possession of valid travel documents and customs requirements that may be necessary to participate on the tour including Passports, Visas, Permits, Vouchers and Tickets. Tour vouchers will be sent to customers on request only after receipt of full payment of the tour price.

- 7.4 It is the responsibility of the customer to ensure that he/she has obtained any inoculations required and is aware of all health requirements pertaining to the areas they are visiting. Some areas in Southern Africa are malaria areas and you are recommended to contact your doctor with regards to anti-malaria precautions should you be visiting one of these areas. It is the responsibility of the customer to confirm that he/she is medically fit and in good health and is able to participate in the booked tour. Any client with pre-existing illness must declare the true nature of such conditions at the time of booking. Road Travel cannot be held responsible for the provision of drugs or treatment, which may be required during the tour.

8.0 Insurance

- 8.1 It shall not be obligatory upon Road Travel to effect insurance either for any person or any of his personal effects or goods except upon detailed instructions given in writing by the customer and, all insurance effected by Road Travel pursuant to such instructions, will be subject to such exceptions and conditions as may be imposed by the insurance company or the underwriters taking the risk and Road Travel shall not be obliged to obtain separate cover for any risks so excluded. Road Travel shall not be under any obligation to affect a separate insurance for each customer but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, the customer shall have recourse against the insurers only, and Road Travel will not be under any responsibility for liability whatsoever in relation thereto notwithstanding that the premium of the policy may not be at the same rate as that charged by Road Travel or paid to Road Travel by the Customer.
- 8.2 It is strongly advised that the customer take adequate insurance cover in the event of cancellation due to illness, accident or injury. Personal accident, medical assistance, personal liability and loss of baggage are also recommended. Road Travel will not be responsible if the customer fails to take adequate insurance cover. Please note that the aforementioned cover is merely a suggestion and not an exhaustive list. Accordingly, Road Travel strongly suggests that the customer discusses his insurance requirements with Road Travel.
- 8.3 Customers are strongly recommended to take comprehensive insurance cover before travel with protection for the full duration of your stay away from home to cover personal injury.

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