



TERMS & CONDITIONS

STANDARD TERMS AND CONDITIONS OF ASHWORTH AFRICA TOURS & SAFARIS *(PJ Ashworth t/a Ashworth Africa Tours and Safaris)*

1. INTERPRETATION In these standard terms and conditions of contract:-

- a. the headings to the clauses are for reference purposes only and shall not aid in the interpretation of the clauses to which they relate;
- b. unless the context clearly indicates a contrary intention, words importing one gender includes the other two genders, the singular includes the plural and vice-versa, and natural persons include created entities (corporate or incorporate) and vice-versa;
- c. "Ashworth Africa" means Ashworth Africa Tours and Safaris, a sole proprietorship;
- d. "the client" means the person/ s named on the reservation form (whether it be a provisional or confirmed reservation form) and who contracts with Ashworth Africa on the terms and conditions hereunder. The client shall also include any agent who makes any booking of third party clients in respect of a reservation. Such agent, as well as the persons named on the provisional and the confirmed reservation form, shall be jointly and severally liable to Ashworth Africa for the performance of their obligations in terms of these standard trading conditions, as well as any contract/ s made pursuant thereto;
- e. "services" means the provision of accommodation, transfers, transportation, booking of tours and excursions for the client in Africa. Such services include, but shall not be limited to the procurement by Ashworth Africa, acting solely as agent for the client, with third party service providers, of hotel, lodge, and bed and breakfast accommodation, National Park Reservations, car hire and transfer reservations, air charter reservations, the procurement of reservations with any air or land carriers, scheduled departure safari reservations, set departure tour reservations, day tours, excursions and adventure activities reservations, and shall include any other services incidental to the foregoing.

2. APPLICABILITY OF STANDARD TERMS AND CONDITIONS OF CONTRACT

All and any business or contracts undertaken or advice, information or services rendered by Ashworth Africa, in connection with the services, whether gratuitous or not, is undertaken and provided in accordance with these standard terms and conditions of contract.

3. ASHWORTH AFRICA ACTING AS AGENT ONLY

In terms of these standard trading conditions, and any contract/s concluded pursuant hereto, Ashworth Africa acts as agent only for and on behalf of the client in procuring the services. As such, Ashworth Africa shall procure the services for and on behalf of the client as agent for it with relevant third party service providers concerned. Ashworth Africa shall under no circumstances be liable for the acts and omissions of the relevant third party suppliers concerned.

4. QUOTATIONS, PAYMENT AND CURRENCY FLUCTUATIONS

4.1 All quotations given by Ashworth Africa in connection with the services to a client shall be in writing and, unless otherwise agreed to in writing by a member of Ashworth Africa, shall be in the currency of South African Rands. Acceptance of any quotation by a client shall be in writing. Ashworth Africa reserves to itself the right to amend and increase any quotation, even after acceptance by the client, in the event of any adverse currency fluctuations, increases in Government or Statutory





TERMS & CONDITIONS

levies, increases levied by third party suppliers, such as airlines, providers of accommodation and transportation and other third party suppliers, in respect of the services.

4.2 Any revision in quotes will be commensurate with the change in the currency exchange rates or the increase in the amounts payable. In the event of the client disputing the quantum of such increase, it shall be referred forthwith to Martin van der Merwe of Libra Consulting, Cape Town (or one of his partners) for determination, who, in such determination, shall act as expert and not as arbitrator, and whose decision shall be final and binding on Ashworth Africa and the client, and accordingly not subject to appeal.

4.3 All payments to be made by a client to Ashworth Africa shall be free of exchange, deduction or set-off or whatsoever nature. Payments shall be made by the client to Ashworth Africa by way of cash, direct transfer, forex transfer or by credit card. The client shall provide Ashworth Africa forthwith, upon making any payment, with written proof thereof in the form of a deposit slip, remittance advice or credit card authorization form. The relevant reference number for the booking shall at all times be reflected on the proof of payment.

4.4 All payments due by a client to Ashworth Africa shall be made not later than 3 working days after confirmation of a booking by a client.

5. ITEMS NOT INCLUDED IN BOOKING

Certain items are not included in the cost of the booking. These costs are the responsibility of the client including, but without limiting the generality of the foregoing, the costs of insurances as referred to in clause 10 below, insurance cover for cancellation and curtailment, repatriation costs, medical expenses, emergency evacuation, gratuities and beverages, optional meals and any optional excursion not reflected on the booking reservation.

Furthermore, all costs with regard to any complying with any special requirements, as outlined in paragraph 6.2 below, shall be borne by the client.

6. BOOKING PROCEDURE

6.1 In order to secure a provisional reservation for the services required by a client, the client shall complete in writing and dispatch to Ashworth Africa a provisional booking request in writing. Simultaneously, the client shall pay Ashworth Africa a non-refundable deposit of 20% (Twenty percent) of the quoted cost for the services. In the event of the deposit not being paid aforesaid, the provisional booking shall lapse.

Upon receipt by Ashworth Africa of the balance of the monies due from the client 60 days prior to departure, the provisional booking shall be confirmed. In the event of the client wishing to amend his reservation in any way, Ashworth Africa may elect, in its sole discretion and without obligation, to do so, in which event it shall be entitled to charge an amendment fee, which shall be payable by the client in accordance with these standard terms and conditions.

6.2 The client shall advise Ashworth Africa in writing on the booking reservation form of any special requests, needs or facilities required by him due to medical needs, requirements relating to disabilities, special dietary requirements and refrigeration for the storage of insulin and other medically prescribed drugs, and any other requirements incidental thereto. The costs of complying with such special requests, needs or facilities shall be borne by the client and payable on demand.

7. CANCELLATIONS AND REFUNDS

7.1 Cancellations of confirmed bookings may take place only according to the procedure outlined in this clause. All requests for cancellations shall be made by the client in writing to Ashworth Africa and shall be effective only on the date of actual receipt by Ashworth Africa. The following cancellation fees shall be applicable and shall be calculated by reference to the





TERMS & CONDITIONS

total booking cost ("TBC") of the services booked for by the client.

ASHWORTH AFRICA ENTITLED TO ACT AS AGENT OR PRINCIPAL WITH REGARD TO THE PROVISION OF THE SERVICES

If 56 days or more notice is given 75 percent of the TBC shall be refunded to the client

If 49 days notice is given 50 percent of the TBC shall be refunded

If 42 days notice is given 25 percent of the TBC shall be refunded

If 35 days or less notice given no refund of the TBC shall be made

7.2 No refunds shall however be made to clients who make bookings less than 35 days prior to embarkation (for this purpose, embarkation shall mean the date on which a client is booked to commence travel or to commence an excursion for which the services are booked whichever is the greater), nor shall refunds be given to clients who arrive early, late or who do not show for a booking. In the event of a client during the course of a booking terminating it for whatever reason, no refund shall be made unless with the prior written approval of Ashworth Africa.

Note: It is strongly recommended that clients obtain their own comprehensive travel insurance to cover such contingencies.

7.3 Any cancellations made in terms of these standard trading conditions shall be subject to the following deductions and administrative charges:-

refunds to credit cards the relevant cancellation fee, less a 6 percent credit card surcharge and a R 50.00 administrative charge;

direct bank deposits the relevant cancellation fee, less a R 50.00 administrative charge;

forex transfers the relevant cancellation fee, less actual bank charges debited by Ashworth Africa's bankers, less a R 50.00 administrative charge;

cash payments the relevant administration charges, less actual bank charges debited by Ashworth Africa's bankers, less a R 50.00 administrative charge.

8. RIGHT OF RETENTION

Until such time as Ashworth Africa has received payment in full for the services as set out in the confirmed booking reservation, all documentation, including without limited the generality thereof, airline tickets, vouchers for accommodation, excursions, meals and transportation (all of which hereinafter referred to as "the documents") will not be issued or handed over to the client. The provisions of this clause shall entitle Ashworth Africa so as to give it a right of retention or lien in respect of the documents.

9. ALTERATIONS TO ITINERARIES

9.1 Ashworth Africa has the right at any time, and in its sole discretion, to amend or cancel any of the services or the remainder thereof, or to make any alteration in route, accommodation, transportation arrangements in the event of the services or any part thereof rendered impossible, illegal or inadvisable due to force majeure, the definition of which includes war, strike, civil strife, riot, industrial dispute, natural or nuclear disaster, fire, adverse weather conditions, governmental interference or any other external circumstances beyond Ashworth Africa's control.

9.2 Any extra costs and expenses occasioned as a result of an alteration to or cancellation of itineraries as provided for in clause 9.1 above shall be payable by the client on demand by Ashworth Africa.





TERMS & CONDITIONS

9.3 Ashworth Africa may further in its sole discretion cancel or terminate a client's booking for the services or any remaining part thereof in the event of any illness or the illegal or incompatible behaviour of the client, who shall, in those circumstances, not be entitled to any refund. Any extra costs occasioned by such cancellation or termination as provided for in this sub-clause 9.3 shall be payable by the client on demand.

10. INSURANCE

10.1 The client shall be responsible for arranging and effecting adequate insurance cover including comprehensive travel and medical insurance cover in order to cover himself, his dependants and/ or travelling companions for the duration of the booking for which he has reserved. This insurance cover should include cover in respect of, but not limited to, as a minimum, the following eventualities: any expenses associated with cancellation or curtailment of a booking reservation; emergency evacuation and medical expenses; personal injury, repatriation expenses; damage/ theft/ loss of personal baggage, money and goods.

11. PASSPORTS, VISAS AND MEDICAL REQUIREMENTS

The client shall ensure that prior to embarking on his travels his passport and visas, and those of his dependants and travelling companions are valid for the countries to be visited. Such responsibility shall also extend to vaccinations and other medical certificates, and all other travel documents, including traveller's cheques where applicable.

Ashworth Africa does not accept any responsibility for changes in medical requirements or regulations for visas or any particular visa requirements. Should the client be refused entry to any country, due to incorrect or incomplete documentation or failure to comply with that country's medical requirements, Ashworth Africa shall not be liable for any costs of whatsoever nature occasioned thereby.

12. DISCLAIMER OF LIABILITY

12.1 Ashworth Africa shall not be liable to the client for any claim of whatsoever nature in connection with the provision of the services (whether in contract or delict) and whether for damages for personal injury or to property, howsoever arising, including, but without limiting the generality of the aforesaid:-

- a. any negligent act or omission or statement by Ashworth Africa, its servants or agents;
- b. any grossly negligent act or omission or statement by Ashworth Africa, its servants or agents;

unless:

- i. such claim arises from the wilful misconduct of Ashworth Africa, its servants or agents;
- ii. Ashworth Africa receives written notice from the client no later than 7 calendar days from the event giving rise to the claim in question and, failing such notice, the client shall have no claim against Ashworth Africa.

12.2 Notwithstanding anything to the contrary contained in these standard terms and conditions of contract, Ashworth Africa shall under no circumstances whatever, be liable for any indirect or consequential loss/ es, howsoever caused or suffered by the client.

© Ashworth Africa 2004

