

**Temporary Covid-19 Notice – Peace of Mind Guarantee:**

In view of the gradual and uneven lifting of travel and other restrictions we offer the following assurance and guidance:

- We will defer your trip (together with any deposit money paid) with no penalties at least 90 days prior to travel if we mutually agree the risk is too high to continue with the planned travel for example if borders are closed or likely to close;
- You may transfer your booking to another person at no cost;
- It is possible that even if vaccinated, you might require proof of a negative Covid-19 test at certain locations/borders as part of your tour with us. We will work with you to ensure this is accommodated, in so far as we are able to.

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These Booking Terms and Conditions, together with our privacy policy (available on our website), our Indemnity & Waiver agreement, and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Trisport. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

References to "arrangements", "travel arrangements", "holiday", "trip", "package", "safari" or "tour" mean the services we have agreed to provide to or provide you with under your booking with us.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. he/she agrees with our indemnity and waiver policy
- c. he/she consents to our use of information in accordance with our privacy policy;
- d. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- e. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**1. Booking and Paying for your Arrangements**

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; b) you pay us a deposit (or full payment if you are booking within 90 days of departure); and c) we issue

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you with a booking confirmation. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking.

Please check your booking confirmation and any other documents that we issue very carefully and if there is any information that seems to be incorrect or missing, please let us know immediately as making changes at a later date may not be possible. It may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 90 days prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 8 below will become payable.

### 2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

### 3. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance is appropriate for the Tour that you have booked and that it fully covers all your personal requirements including cancellation and curtailment charges, medical expenses, baggage and repatriation in the event of accident, personal accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

### 4. Pricing

The price of your travel arrangements will at all times be quoted and payable in South African Rand (ZAR).

**We reserve the right to amend the price of unsold tours at any time and correct errors in the prices of confirmed tours.**

The price of your confirmed tour is subject at all times to variations in:

- (i) transportation costs, including the cost of fuel; or
- (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
- (iii) the exchange rates used to calculate your arrangements.

Such variations could include but are not limited to cost changes which are part of our contracts with

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You may be charged for the amount of any increase in accordance with this clause plus the administration charge of R100.00 per person. However, if this means that you have to pay an increase of more than 8% of the total price of your confirmed trip (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements) you will have the option of (i) accepting the price increase and pay the requested amount (ii) accepting a change to another trip if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price) or (iii) cancelling your trip booking and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements which do not form part of your package. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of the issue date printed on your final invoice.

Should the price of your tour go down due to the changes mentioned above then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed tour within 20 days of your departure nor will refunds be paid during this period.

### **5. Jurisdiction and Applicable Law**

These Booking Terms and Conditions and any agreement to which they apply are governed in all respects by South African law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of South Africa only.

### **6. Cutting Your Tour Short**

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your tour and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your tour not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### **7. Changes by You**

If you wish to change any part of your booked arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, we reserve the right to charge an administration fee of R1000 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may

be payable. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

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If you or any member of your party is prevented from travelling, that person may transfer their place to someone else subject to the following conditions:

- a. That person is introduced by you and satisfies each and all of the conditions applicable to the booked trip;
- b. We are notified in writing of the request for transfer not later than 7 days before departure;
- c. You pay the outstanding balance payment, and the amendment fee of R1000.00 per person transferring, as well as any additional fees, charges and other costs arising from the transfer;
- d. The transferee agrees to these booking conditions, and all of the terms of the Contract between us;
- e. Charges amounting to the full cost of any transferred flight and a replacement flight will be imposed in the event of any transfer.

You and the transferee will remain jointly and severally liable for the payment of all sums. If you are unable to find a replacement, the cancellation charges set out in clause 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given to passengers not travelling or for any unused service.

Any discount you received when you made your original booking may be altered or reduced when changes are made if this discount had subsequently been altered, reduced or withdrawn.

If you have paid accommodation supplements and the number of people in your accommodation changes you may have to pay extra.

Any changes to your departure date, airport, transportation, destination, accommodation or length of travel must apply to all members of your booking.

If you have taken out travel insurance it may not be possible to change or cancel this and as such, any premium cannot be refunded.

**Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

### 8. If You Cancel

If you or any member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices by email at [sonja@trisport.co.za](mailto:sonja@trisport.co.za) and will be effective from the date on which we receive it. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling:

Period before departure within which notice of Cancellation by you is received	Amount of cancellation charge
More than 90 days prior to departure	Loss of Deposit
90 - 60 days prior to departure	50% of total tour cost
Less than 60 days prior to departure	100% of total tour cost

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We will deduct the cancellation charge(s) from any monies you have already paid to us.

**Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

You have the right to cancel your trip before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and which significantly affects the performance of the trip or which significantly affects transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation.

For the purposes of this clause, examples of “unavoidable and extraordinary circumstances” include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such floods, earthquakes or weather conditions which make it impossible to travel safely to your destination. Regard should be had to the advice of the Foreign and Commonwealth Office and whether travel to your destination or its immediate vicinity or your holiday will be significantly affected. We would advise that you consult with us before cancelling your holiday under this clause to ascertain whether its requirements have been fulfilled and you are entitled to cancel without charge.

### 9. If We Change or Cancel

As we plan your arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a major change to your tour, we will inform you as soon as reasonably possible if there is time before your departure. Examples of minor changes include a change of accommodation to another of the same or higher standard.

Occasionally we may have to make a major change to your confirmed arrangements. “Examples of “major changes” include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away. - A

- change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A significant change to your itinerary, missing out one or more destination entirely.

**Cancellation:** We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your tour before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached (see clause 10).

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

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- i (for major changes) accepting the changed arrangements; ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You are required to advise us within 7 days of being notified of a significant change whether you wish to: (a) accept a proposed change or (b) cancel your booking and receive a refund.

If you have not notified us within 7 days, we will write to you again to obtain confirmation of your choice of the options above.

If you fail to respond within a further 7 days, we will cancel your booking and refund all payments made by or on behalf of you.

**Compensation**

If we cancel or make a major change less than 60 days before departure, we will pay compensation as detailed below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<b>Period before departure within which notice of Cancellation or major change is notified to you</b>	<b>Compensation payable per person booking</b>
More than 60 days	Nil
60 - 40 days prior to departure	R400
Less than 40 days prior to departure	R800

**IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- where we make a minor change;
- where we make a major change or cancel your arrangements more than 62 days before departure;

- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see Clause 11);
- where we cancel as a result of minimum group numbers not being reached (see clause 10).

In the event of a change or cancellation, we regrettably cannot reimburse you for any incidental expenses incurred by you such as visas, vaccinations, equipment, transport, insurance or similar costs.

Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

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If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

### **10. Minimum Numbers**

Some of the travel arrangements shown on our website can only be operated if there is sufficient demand for the same and a sufficient number of people book these travel packages. If there is insufficient demand on subsequent confirmed bookings, we have the right to cancel the travel arrangements in question. If we have to do so, we will notify you as soon as possible. In this situation, you will then have the choice of accepting an alternative travel arrangement of equivalent or closely similar standard. The cost of any alternative offer will be our selling price at the time of change. If the alternative is cheaper, we will refund you the difference. If the alternative is more expensive, you have the option to pay the difference. If you do not wish to take the alternative we offer you, you can choose to cancel your trip and receive a full refund of any monies you have paid to us. We will also consider an appropriate refund of insurance premiums paid, if you can show that you are unable to transfer or re-use your policy. When we cancel for lack of numbers in accordance with this paragraph no compensation or other amounts (for example, the cost of any connected travel arrangements you have made independently) will be payable. In the unlikely event that we do need to cancel your trip for the reason of lack of numbers, we will not do so less than 20 days before your arrival date if the trip is for more than 6 days. In the case of trips lasting between 2 and 6 days we will not cancel the package less than 7 days before the start of the package. In the case of trips lasting less than 2 days we will give you at least 48 hours notice of any cancellation.

### **11. Force Majeure**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

## 12. Special Requests

Any special requests must be advised to us at the time of booking. You should then confirm your requests via e-mail (which will only be considered as received when acknowledged by us). Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

## 13. Disabilities and Medical Problems

We are not a specialist disabled tour company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's

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certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## 14. Complaints

We make every effort to ensure that your arrangements run smoothly but if you do have a problem during your tour, please inform the relevant supplier immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us by email: [sonja@trisport.co.za](mailto:sonja@trisport.co.za), or on What's App: +27 (0)82 579-7595. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at Trisport, P.O. Box 1232, Great Brak River, Western Cape, 6525, South Africa within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect our and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

## 15. Liability

Refer to Indemnity, Disclaimer and Waiver Agreement

**(1) We limit the amount of compensation we may have to pay you if we are found liable under this clause:**

**(a) loss of and/or damage to any luggage or personal possessions and money,**

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.



### **(b) Claims not falling under (a) above and which don't involve injury, illness or death**

The maximum amount we will have to pay you in respect of these claims is three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

### **(c) Claims in respect of travel by air, sea and rail, or any stay in a hotel**

When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

- (2) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (3) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (4) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking

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prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

- (5) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (6) All reasonable and proper steps have been taken to ensure that the accommodation and services are as advertised. We will be responsible for any acts of omission of our own employees and agents whilst acting within the scope of their employment but cannot be responsible for the acts or omissions of those providing services over which we have no direct control.

## **16. Your Behaviour**

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be

made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to accommodation provider or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

## **17. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are taking part in your Tour are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## **18. Passport, Visa and Immigration Requirements and Health Formalities**

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as

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applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.

We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

## **19. Conditions of Suppliers.**

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## **20. Assistance by us during the course of your holiday**

If your contract with us is not performed or is improperly performed by us as a result of a failing attributable to a third party unconnected with the provision of travel services, or as a result of failures due to unusual or unforeseeable circumstances beyond our control the consequence of which could not have been avoided even with all due care, or as a result of an event which we or our suppliers, even with all due care, could not have foreseen or forestalled, and you suffer injury or other material loss, we will offer to provide you with prompt assistance as is reasonable in the circumstances. If you or any member of your party suffers during the course of your trip any difficulty as a result of any activity which does not form part of your contracted travel arrangements, we will offer you prompt assistance without undue delay. Such assistance may include assisting you in making communications and helping you to find alternative travel arrangements. If the difficulty is caused intentionally by you or as a result of your negligence, we may charge a reasonable fee for that assistance which will not exceed the actual cost incurred by us. All assistance (financial or otherwise) is subject to our reasonable discretion and subject to you notifying us promptly of your need. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you recover any costs and expenses relating to the incident from a third party you must repay us the costs and expenses we have incurred in assisting you.

## **21. Delays, Missed Transport Arrangements and other Travel Information**

If you or any member of your party miss your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 2 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances.

In the event of such a delay arising, any additional costs incurred in the transfer from your airport of arrival to your accommodation will be your responsibility and we will have no responsibility for these. In accordance with clause 20 above, if requested, we will provide you with prompt and reasonable assistance in helping to arrange your transfer but the cost of the transfer will be your responsibility to discharge directly with the transfer provider.

Trisport

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