

WHEREAS, Siyeza Safari (Pty) Ltd (hereinafter referred to as the “Company”), a Company duly incorporated in accordance with the laws of the Republic of South Africa WPSA conducts its business as a bookings agent in collaboration with the safari lodges, hotels and accommodation providers so featured on the Siyeza Safari website;

WHEREAS, the Client acknowledges that the Vouchers made available for sale by the Company on this website is so done with the Clients express knowledge that it is done so with the collaboration of each safari lodge, hotel and accommodation provider featured on the Company’s website.

NOW THEREFORE, the Company wishes to record the Terms & Conditions hereinafter contained, it is agreed by and between the Parties hereto as follows:

1. INTERPRETATION

In this standard terms and conditions Agreement all headings to the clauses contained in the Agreement are used for reference purpose only and shall not aid in the interpretation of the clauses to which they relate;

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;

- 1.1.1 **“Agreement”** means, this agreement containing the Terms & Conditions agreement as set out in this document;
- 1.1.2 **“Business Day”** means, any day other than a Saturday, Sunday or official public holiday in the country of incorporation of Siyeza Safari (Pty) Ltd;
- 1.1.3 **“the Company”** means, Siyeza Safari (Pty) Ltd a company duly incorporated in terms of the Companies Act of South Africa with Registration Number: 2013/017864/07;
- 1.1.4 **“the Client”** means, any natural person or juristic entity either requesting a quotation or a voucher (whether it be a provisional or confirmed voucher) or to whom any service is rendered and/or who contracts with the Company on the terms and conditions set out hereunder. The client shall also include any Agent who makes any reservation on behalf of third party clients. Such agent, as well as the persons named on the provisional and/or the confirmed reservation form, shall be jointly and severally liable to the Company for the performance of their obligations in terms of these standard terms and conditions, as well as any terms and conditions contained in the quotation pursuant to any reservation;
- 1.1.5 **“Parties”** means, the Company and the Client, the parties to this Agreement and **“Party”** shall mean either of them;
- 1.1.6 **“Services”** means, the provision of discount promotional vouchers and/or accommodation or any other travel related products offered by the Company. These services shall include, but shall not be limited to, the contracting of the Company by a third party service provider for the provision of hotel, lodge, backpackers' and bed and breakfast accommodation or vouchers, National Park Reservations or vouchers, car hire and transfer reservations or vouchers, air charter reservations or vouchers , scheduled departure safari reservations, set departure tour reservations or vouchers, day tours, excursions and adventure activities reservations or vouchers, and shall include any other services incidental to the foregoing;

1.1.7 **"Supplier"** means, any third party service provider who provides hotel, lodge, backpackers' and bed and breakfast accommodation, National Park Reservations, car hire and transfer reservations, air charter reservations, 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 service providers as featured on this website.

1.1.8 **"Third Party"** means, any natural person or juristic entity other than the Company or the Client;

1.1.9 **"Vouchers"** means, promotional discount vouchers which are offered as special limited time only discounted offers for promotional purposes only;

In this Agreement unless the context otherwise requires:

1.2.1. an expression which denotes:

(a) any gender includes the other genders;

1.2.2. any provision in a definition which confers rights or imposes obligations on either Party shall apply as if it were a substantive provision in the body of this Agreement;

1.2.3. where any term is defined within a particular clause or paragraph of a Schedule, other than the interpretation clause, that term shall bear the meaning assigned to it in that clause or paragraph wherever it is used in this Agreement;

1.2.4. the word "including" or "includes" followed by a specific example(s) shall not be construed as limiting the meaning of the general wording preceding it;

1.2.5. any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be.

2. WEBSITE USER AGREEMENT

2.1 The Company's website is made available for use by the Client without modification of the terms, conditions, and notices contained herein. The use of this website and its promotional discounted vouchers constitutes the Clients agreement to all such terms and conditions as set out hereunder.

3. DEPOSIT POLICY

3.1 The Client shall pay to the Company a deposit equal to 100% (one hundred percent) of the cost of a promotional discount voucher or any other product or service offered on this website. The Company furthermore reserves the right to confirm a booking and provide a Voucher upon receipt of full payment from the Client.

4. PROMOTIONAL DISCOUNT VOUCHER VALIDITY PERIOD

- 4.1 All vouchers sold on this site shall be deemed to be promotional discount vouchers which have a limited validity period which expires on 30 June 2021. All reservations made using the discount vouchers shall be subject to availability in the room class or type as defined by the Standard Price listed on the website.

5. PRICES

- 5.1 The information contained on the Company's website including pricing is to the best of its knowledge true and correct. The Company accepts no liability whatsoever for any errors or inaccuracies that may be contained therein.
- 5.2 The Company reserves the right to amend and/or increase the value of any quotation, at any time, whether the quotation has been accepted or not, until such time as full payment has been received by the Client in full. Any such amendments shall be effected in the event of any adverse currency fluctuations, increases in Government and/or Statutory levies and increases levied by suppliers but not necessarily limited to such events.
- 5.3 Prices quoted on this website, are based on air fares (where included), hotel prices, land costs and rates of exchange as at the date captured on the website. The Company will make every effort to ensure that prices are regularly updated, however the Company reserves the right to adjust tour prices at time of booking in accordance with increases in air fares, hotel rates and currency fluctuations after the brochure date.

6. COLLABORATION

- 6.1 A collaborative effort exists between the Company and its service providers whose safari lodges, hotels and accommodation offerings are featured on the Company's website.
- 6.2 The vouchers offered for sale on this website is made in terms of the joint collaborative efforts to protect the livelihoods of the thousands of staff members who rely on the this industry as a sole source of income, support the sustainability and conservation efforts of these service providers in the tourism industry in southern Africa.
- 6.3 The provisional vouchers provided to the Client contain the direct contact details of the lodge/hotel for verification of the authenticity of the voucher as well as the *bona fide* of the Company.

7. INSURANCE

- 7.1 The Client is obliged to procure and obtain insurance cover adequate to cover, inter alia, cancellation due to illness, personal injury, and personal liability, loss of or damage to luggage and sporting equipment.

7.2 The Company nor its suppliers or agents shall under any circumstance whatsoever be held liable or responsible for the Clients failure to take out adequate insurance cover. It is specifically recorded that the Company shall under no circumstances be obligated to obtain insurance cover for the Client except upon the receipt of detailed written instructions to the Company to obtain and provide such insurance cover requested.

Pursuant to the Clients instructions to obtaining insurance the procurement of the insurance cover requested shall be subject to the insurance provider's terms and conditions, including but not limited to, all exceptions and cover conditions as may be imposed by the insurance company or underwriters accepting the risk. The Company shall not be obliged or responsible to obtain separate cover for any risks so excluded.

8. DISCLAIMER

- 8.1 The Company acts as an agent or broker for its Suppliers and sells its products or services or promotional discount vouchers and the packages the tours and travel arrangements featured on this website.
- 8.2 The Company's agency agreements with its Suppliers is limited to the offering of products or services to the Client via its website.
- 8.3 Whilst the Company makes every effort to engage with quality Suppliers including but not limited to, safari lodges, hotels, and tour operators featured on its website, it does not have direct control over the provision of services by suppliers and the Company and/or its representatives. The Company will under no circumstances be held responsible or liable for any act, error, or omission, or any injury, loss, damage, accident, delay, any additional costs or irregularity which may be occasioned through the negligence, misconduct or breach of any Supplier engaged in carrying out the purpose for which vouchers, tickets, confirmations or coupons are issued.
- 8.4 The client acknowledges that all promotional discount voucher purchases and/or bookings made are subject to the Suppliers terms and conditions as specified by the Supplier of the services which shall be provided to the Client by the Company on its quotation. The Client shall be deemed to have accepted such terms and conditions of the Supplier on acceptance of the quotation.
- 8.5 All standard rates, deals or special prices offered by the Company are based on rates valid for South African Nationals or Residents only. It is recommended that a non-resident of South Africa or the holder of any other passport contacts our reservation department for a separate quotation.
- 8.6 If in the sole opinion of the Supplier the fulfillment of any tour is considered impossible, illegal or inadvisable as a result of weather conditions, unrest, strikes, war and/or any other adverse factors beyond the Supplier's control, the Supplier may at any time cancel such tour or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the sole account of the customer. The Company shall have no liability towards the client in this regard.

- 8.7 The Company accepts no liability for changes, omissions or delays before or during the course of any published tour or other travel arrangement occasioned by technical difficulties, weather conditions, strikes, war or unrest, communication breakdowns, medical emergencies, accidents or any events beyond the direct control of the Company. All expenses occasioned by such events, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional air fares, telephone and meal costs, medical expenses etc, will be for the customer's account.
- 8.8 Save in the event of willful misconduct or gross negligence by the Company, neither the Company nor its holding or parent company or representatives shall be liable for any loss, injury, death or damages, arising from any tour/travel package/travel arrangement promoted on its website.
- 8.9 The Company shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature or kind whatsoever, resulting from events beyond our or a Supplier's reasonable control, including but not limited to acts of God, strikes, lockouts or other labour disputes or disruptions, wars, blockades, insurrections, riots, earthquakes, weather conditions, floods or acts or restraints imposed by government authorities.

9. ACCOMODATION SUBSTITUTIONS

- 9.1 The Company reserves the right to substitute hotels listed with others of a similar or higher category at no additional cost to the client in the rare event that it should become necessary to do so.

10. SPECIAL REQUESTS

- 10.1 Special requests must be submitted on the date upon which the booking is made. The Company will endeavor to assist with any special requests made but is unable guarantee that such requests can be accommodated. The cost of any special requests will be for the sole account of the Client.

11. TRAVEL DOCUMENTS, PASSPORTS, VISAS, VACCINATIONS, INOCULATIONS AND RE-ENTRY PERMITS AND INTERNATIONAL DRIVER'S LICENCES

- 11.1 The Client is responsible for ensuring that they are in possession of the required documentation prior to their departure.
- 11.2 Neither the Company nor its Supplier shall be responsible for any consequences whatsoever should the Client fail to ensure that they have complied with the necessary health, passport, visa or re-entry permit requirements. Due to the ever changing travel requirements of each country, neither the Company nor the Supplier shall be responsible or liable for any information, which it or its representative may furnish to the Client in relation to the above mentioned.
- 11.3 In the event that the Company is required to courier documents to the Client, any costs incurred will be for the passenger's account.

11.4 In the event that an international Client intends to drive a rental car it is their obligation to obtain an international driving permit from their local Automobile Association (AA) office in South Africa. The Client must ensure that they are in possession of their local driving license and produce this at the car rental check-in counter when travelling domestically.

12. TRAVEL DECLARATIONS

12.1 The Company requires that all foreign payments that are made on behalf of the Client must be deducted from the client's foreign exchange allowance. A currency declaration to this effect must be lodged before final documentation can be released.

13. WARRANTIES

13.1 The Company offers no warranty that any information or service provided or referenced by this site is either merchantable or accurate, that such information or service will fulfill any of the Clients specific purposes or needs, or such that information or service do not infringe upon any third party rights. Except for any express warranties stated on the Company's site, if any, the information and services provided or referenced on this website are provided "as is" and with all faults, and the entire risk as to satisfactory quality, performance, accuracy and effort is with the user. Whilst the Company exercises reasonable efforts to include accurate and up-to-date information on the website, the Company makes no warranties or representations as to its accuracy. The Company may from time to time add, change, or improve any of the information, products, services, programs, and technology described on the website without notice. The Company assumes no liability or responsibility for any errors or omissions in the content of the website. The Company shall not be responsible and disclaims all liability for any loss, liability, damage (whether direct or inconsequential) or expense of any nature whatsoever which may be suffered as a result of or which may be attributable, directly or indirectly, to the use of or reliance upon any information, links or service provided through this website or any agent of the Company.

Contact Us

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