

MOGALE TRAVELS

TERMS AND CONDITIONS OF SERVICE

Please read these terms and conditions carefully, they form an important part of the contract for your trip specifically for group bookings.

THE BOOKING CONTRACT

Your booking, whether done online or manually, starts to exist when the first payment is received. You must be 18 years and older to book a trip and enter into a travel contract.

BOOKING ON BEHALF OF OTHERS

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your booking, notifying Mogale Travels and keeping your group informed.

By making a booking, you agree to be bound by all of them. You are over 18 years of age and resident in South Africa (or of another country as notified) and where placing an order for services with age restrictions declares that you and all members of the party are of the appropriate age to purchase those services. By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents.

ALL BOOKING CONDITIONS

All trips and packages exclude travel insurance, infrastructure / city tax per person per night, and anything not mentioned in itineraries. Prices start from the advertised price and are based on a per person rate, sharing a double room, unless otherwise stated. Advanced purchases, peak season surcharges, block-out periods and minimum stay conditions may apply. Prices are subject to change due to airfare increases, currency fluctuations, and availability. Terms and Conditions apply.

PASSPORTS, VISAS, HEALTH AND TRAVEL DOCUMENTS

It is your responsibility as a booking client to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide guidance and general information about this.

Kindly enquire should you need any assistance. Requirements do change and you must check the up-to-date position in good time before departure.

PASSPORTS: If you are South African, your passport **MUST BE VALID FOR AT LEAST 6 MONTHS AFTER YOUR DATE OF RETURN** on any trip. You will not be allowed into a country if your passport expires before the 6 month period. If you are a South African permanent resident travelling on a foreign passport, you must make sure you have the right

documentation from Home Affairs to travel. Your travel documents have to be in the name appearing on your passport. You are required to let Mogale Travels know which passport you will be travelling on.

MARRIED WOMEN: Passport details must be the same as in Home Affairs records. If you do not hold a valid passport, please note it can take up to two weeks to obtain a new one. If you or any member of your party is not a South African citizen, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. You must ensure you have the correct travel documents in your possession before departure, failing which you will be liable for any costs. Please note children must have their own passport, and you must carry an unabridged certificate for each child unless otherwise indicated.

VISAS: Issuance of visas depends on the sole discretion of the visa counsellor and Mogale Travels shall for some destinations only act as an assistant on your behalf for the purposes of submitting or assisting with the visa applications and related documents.

All the visa related application(s) and document(s) in respect of the visa processing shall be duly submitted to Mogale Travels as per the relevant visa guidelines and within the timelines, as advised.

In the event the visa application made by the client or by Mogale Travels (as the case may be) on his/her behalf is rejected by the visa counsellor/consulate for whatever reason or where the visa could not be processed due to late submission of application, Mogale Travels shall not be liable for such rejection under any circumstances.

Rejection of visa shall lead to forfeiture of booking amount paid and no claim whatsoever shall be entertained for the same. The decision of visa grant, duration of the visa validity, number of entries permitted in respect of each such visa as well as the time-lines for communicating visa decisions is at the sole and absolute discretion of the visa counsellor/consulate and Mogale Travels shall have no liability whatsoever.

MEDICAL: It is your responsibility to ensure that you are fit to travel and to take all necessary medication with you.

Check with your travel doctor which vaccinations are required by the country you are visiting or visit <http://www.meditravel.co.za>, also check on the website whether you may leave the airport at stopovers in countries on your way to your final destination, they may be in quarantine.

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. Any cancellation that arises due to visa/passport requirement will not be refunded.

MALARIA AND OTHER TROPICAL DISEASES: We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your doctor before departure or a medical practitioner well versed in tropical diseases.

TRAVELLING WITH CHILDREN

All children under the age of 18 require the following when travelling internationally:

- Valid Passport, valid for at least 6 months after their return.
- Any required visas for the destinations they are travelling to or through.
- Unabridged Birth certificate (this may be called a Birth Certificate or other name if from a different country but it must contain full details of BOTH parents of the child).
- If travelling with one parent, consent from the other parent is required in the form of a Parental Consent Affidavit as well as a certified copy of that parent's ID.
- If travelling without either parent, consent from both parents is required in the form of a Parental Consent Affidavit, as well as a certified copy of both parent's ID's.
- If the Parents surname on the Unabridged Birth Certificate is different to that of the surname on the passport eg Maiden name vs Married name, please travel with a certified copy of your Marriage Certificate as well.

Documents must be original or certified as a true copy of the original by a commissioner of oaths or the equivalent commissioning authority in your country of Nationality and certified copies must not be older than 3 months before your last travel date.

For all applicable details on these regulations please refer to the Department of Home Affairs official communication.

DOMESTIC TRAVEL WITHIN SOUTH AFRICA

Domestic Travellers are required to have valid proof of their identity such as a South African ID, Drivers license or passport.

Infants and Children under the age of 18 and must travel with their birth certificate or ID (if 16yrs or older).

PRICES AND PAYMENTS

Bookings can be made by calling us, by sending an email or a whatsapp.

Bookings confirmed by telephone, with a deposit payment and confirmation of proof of payment are legally binding agreements and are subject to the same booking conditions as a booking confirmed.

PRICE POLICY

- Trips are priced per person, based on two people sharing a hotel occupancy. Single rooms may be available at an additional cost. Prices quoted are subject to change at any time. As much as this has always been avoided, however, prices changes may occur by reason of matters outside our control which increase the cost of the products or services. On account of such price change, Mogale Travels reserves the right to recover applicable surcharges to make up for foreign currency fluctuations, changes in the various cross rate of exchange, fuel costs and the like if any. Further, we reserve the right to correct any pricing errors or omissions.

- Prices are per person unless otherwise stated.
- If you are using our flexible payment plan option, first payment deposit is non-refundable and non-transferable, per person (equivalent to the first month's instalment payment as per payment agreement) or other amount determined by Mogale Travels in its sole discretion at the time of booking to reserve your space.
- You may submit payments to Mogale Travels by making a bank transfers or direct deposit. Please note that electronic payments may take up to two (2) business days to process. If you are paying by this method you will need to pay at least two (2) business days prior to the actual due date. Please provide us with Proof of Payment for the bank confirmation for faster reconciliation at our end. You must notify us of your payment once it has been made.
- Travel documents will not be issued until full final payment with cleared funds is received.
- If we do not receive all payments due in full and on time, we reserve the right to treat your booking as cancelled by you. The price of your travel arrangements has been calculated using exchange rates known at the time of your booking enquiry.

SERVICE FEE

- These fees cover the costs incurred by Mogale Travels in servicing your travel reservation. We also reserve the right to charge an additional service fee for any additional services rendered, such as changes to your booking.
- Please be advised that service fees and products are non-refundable in case of a cancellation.

REFUNDS

- Mogale Travels reserves the right to determine the quantum of refund payable in case of cancellation or amendment of a tour due to any circumstances. Such refund would be based on various factors like the number of participants, the cancellation policies of suppliers like hoteliers, airlines, coach operators, inflations, airline price changes etc. and the decision of Mogale Travels on the quantum of refund shall be final.
- Even in case of tour for which the payment was made in foreign currency with or without part payment in South African Rands, the refund shall be made only in South African Rands at the prevailing buying rate of exchange on the date of refund as per existing Rules & Regulations.
- Refunds (if any) for amendments and / or cancellations will be paid directly to the Client by Mogale Travels.
- In case of refund in foreign currency component, the said refund shall be made in Rands only at the prevailing buying rate on the date of refund as per existing statutes, rules and regulations. It would take at a minimum of sixty (60) business days to process such refunds.

BOOKING AMOUNT AND FINAL PAYMENT

- We require a minimum deposit as booking. Final payment for the relevant booking is required no later than 6 weeks prior to departure unless otherwise stated.
- Some airfares or services must be paid in full at the time of booking. Depending on the seasonality to the destination of travel, peak period, any events (such as trade fairs, exhibitions, etc), the booking amount is subject to change without prior notice.

CHANGES AND CANCELLATIONS BY YOU

- Fees will apply where a booking is changed or tickets or other travel documents are re- issued. Where we incur any liability for a cancellation fee or charge for any booking which you cancel, you agree to indemnify and reimburse us for that fee or charge.
- As the tour/services to be provided to you are booked in advance from the relevant supplier/third party providers, cancellation of such services earmarked for such product or service, the terms and conditions and cancellation policy of the relevant supplier/third party providers would be applicable in addition to the Terms and Conditions.
- Any cancellation of tour / services has to be in writing clearly stating the reasons for cancellation. You expressly agree to the foregoing terms. Upon cancellation, Mogale Travels has the right to levy such cancellation charges as may be levied by the relevant supplier/third party provider from time to time. Such cancellation policies may be subject to change without prior intimation. Therefore, any cancellation of tour / services booked by the Client will be subject to the cancellation policies of Mogale Travels and the relevant supplier/third party service provider.
- If you wish to change any part of your arrangements after our confirmation of quote has been received and payment made, you must inform us in writing as soon as possible. We have no obligation to make these changes, however we will do our best to help. We are unable to provide a refund to you until we receive the funds from the relevant supplier/ third party provider.
- Cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced or not.
- Where we can meet a request, all changes will be subject to bookings already made and supplier policies.
- Administration fee will be charged. Administration fee that we charge is excluding any charges levied by ground operators, hotels or airlines over the supplier charges to make refunds for changes, modifications and cancellations. You should be aware that these costs could increase when this is a group booking. It should also be noted that a reduction in the numbers traveling in the group from those originally booked may have an effect on the overall price per person.
- In other words, the price per person may be increased as your tour price will be re-calculated for the new party size. The price of your new travel arrangements will be based on the prices that apply. These prices may not be the same as when you first made your booking. 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.

- If your arrangements are a package and if any member of your party is cancelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements, including an agreement to these booking conditions) providing we are notified in writing and you pay an amendment fee and meet all costs and charges incurred by us and/or incurred or imposed by us or
- any of our suppliers. Both you and the person to whom you would like to transfer your arrangements shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, usually no refunds will be given for passengers not travelling or for unused services. As most airlines do not permit name changes after tickets have been issued for any reason, for flight inclusive bookings, you will have to pay the full cost of an alternative flight (if available) if you wish to transfer after tickets have been issued.

IMPORTANT NOTE:

- Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.
- Cancellations must be made by the Tour Group Leader in writing by letter or email and will take effect when received by us. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum.
- In addition please note that certain travel arrangements e.g. many scheduled transport providers and additional options such as excursions, a 100% cancellation fee may apply as soon as the booking is made. Where we have organised your flights, if you are travelling on a scheduled flight, we cannot give you any refund (if one is due) until we have received your old travel documents, including tickets and airline can give refund. Free of charge places are given based on the pay members of the group.
- If any of these paying members drop out this will affect the free of charge places. Therefore any differences will have to be covered by the remainder of the group.

CHANGES MADE BY US

- Occasionally, we have to make a change and we reserve the right to do so. A significant change is one where we or our suppliers significantly alter any of the main characteristics of your arrangements. Examples of significant changes include the following changes 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, and this will be when supplier rates change, unless you would like to keep same and top up.

- A change of outward departure time or overall length of time that your arrangements cover of twelve hours or more.
- A significant change to your itinerary, missing out one or more destination entirely.
- Where we or our supplier can no longer fulfil any special requirements that we have accepted and
- confirmed on our confirmation and this will have a significant impact on your arrangements.
- In case of Mogale Travels exercising its discretionary rights to alter, amend or cancel any tour or holiday advertised, the Client who has booked for such tour can exercise one of the following options:
 - a) To continue with the tour as altered or amended; or
 - b) To accept any alternative tour, which Mogale Travels may offer; or
 - c) To unconditionally accept the return of the tour cost charges (after deduction of the actual expenses incurred by us on your booking like visa, travel insurance, ticket voiding charges and other overheads as applicable from case to case) in full and final settlement and Mogale Travels shall not be liable to pay the Client, compensation, consequential loss, damages, additional expenses or interest charges over and above as is computed by Mogale Travels as per these 'Terms & Conditions'.
- The Client will not be entitled to make any grievance or any claims thereafter in respect of the same. In case of the Client travelling on an amended tour, the legal relation between the parties shall not change only by virtue of the altered/amendment. The Client opting to continue with the tour arrangements as altered or amended shall pay additional charges, if any, levied.
- There shall be no refund if the Client does not or cannot utilise any service included in the tour cost or paid for services like meals, rooms, entry tickets, excursions etc., nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers.

BAGGAGE

- In all circumstances and at all times it is the sole responsibility of the Client to take care of their baggage and personal effects and Mogale Travels shall not be liable for any loss of baggage/personal effects of the Client by airline/cruise/coach or any other carrier.
- It is advisable to carry valuables on person at all times and deposit the same in lockers, boxes etc. (whenever available). Mogale Travels or its representative/s will not be responsible for loss of valuables or for making good such loss.
- Clients traveling by air will be subject to the airline restrictions/limitation on baggage weight/size/pieces as may be advised by the travel consultant at the time of booking. These will be subject to change without prior notice.

LIABILITY

- We always do our best to make sure your holiday arrangements are satisfactory. However, we cannot accept any liability of whatever nature, whether in contract or otherwise, for the acts, omissions or default, whether

negligent or otherwise, of these service providers, over whom we have no direct control.

- Under circumstances where liability cannot be excluded, such liability is limited to the value of that particular purchased travel arrangements in respect of which claims arise. We do not accept any liability in contract, tort or otherwise for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence
- on our part. In particular, but without limitation to these conditions, we accept no responsibility for any loss, damage or injury you suffer as a result of terrorism, national or global pandemics, war (including civil-war), coup, riot, civil disturbance or any type of criminal act. It is your responsibility to inform yourself about the safety and security situation in the places you are travelling to.
- Under no circumstances shall Mogale Travels be liable to the Client and/or travellers/persons travelling with the Client for any personal injuries, sickness, loss of baggage or denial of visas.
- In any case, Mogale Travels shall not be liable towards any consequential loss, damage or extra costs suffered by the Client for any reasons whatsoever.

UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- Except where otherwise expressly stated in these booking conditions we will not be liable or give you a price reduction or compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken.
- These events can include, but are not limited to war, threat of war, civil strife, national and global pandemics, 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 control.

RE-CONFIRMATION AND FLIGHT DEPARTURE TIMES

- You must reconfirm your flights and check for reschedules on your onward and return flights at least 24 hours prior to each journey as departure times can change. We are available to assist with this should you need assistance.

PARTICIPATION ON TOURS, PUNCTUALITY, MEALS, etc.

- Mogale Travels is not responsible for any liability including missed sightseeing or subjecting to alternate travel arrangements, if you fail to meet the local concerned representative at assigned timings and pick-up points.
- We shall also not refund any cost or expenses incurred for termination of services to be provided due to unacceptable behaviour on tour/services.

FLIGHTS

- Any flights arranged by us will be detailed in your final booking confirmation, however we may change airlines or aircraft at any time. We do not use any airlines that have been blacklisted due to failure to comply with International flight regulations. Flight times are provided by airlines and are subject to change owing to
- matters such as air traffic control restrictions, weather conditions and technical problems.
- Flight timings are therefore estimates only and cannot be guaranteed. As between you and any individual airlines, the airline's standard conditions of carriage will apply. Any change in the identity of the carrier, flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.
- We cannot accept liability for any delay which is due to any of the reasons set out (which includes the behaviour of any passenger(s) on for any passenger who, for example, fails to check in or board on time). 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.
- However, you may be entitled to claim under the flight delay section of your travel insurance policy, if you have applied for it.

INSURANCE

- It is strongly advised that all Clients take out adequate insurance cover in order to cover instances such as cancellation due to illness or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. (Note that this is not an exhaustive list).
- Mogale Travels will not be responsible or liable if the Client fails to take adequate insurance cover. It shall not be obligatory upon Mogale Travels to effect insurance for the Client except upon detailed instructions given in writing by the Client.
- All insurance effected by Mogale Travels 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.
- Mogale Travels 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. If you choose to travel without adequate insurance cover, we will not be liable for any losses, in respect of which insurance cover would otherwise have been available.

SPECIAL REQUIREMENTS

- Please liaise with Mogale Travels consultant regarding any special requirements you may have for your travel arrangements such as special meal and seating requests. We will forward these requests but it is the responsibility of the supplier to honour your requests.

SUPPLIERS CONDITIONS

- Many of the services which make up your trip are provided by independent suppliers. Some of these terms and conditions may limit or exclude the supplier's liability to you.

DELAY

- We cannot accept liability for any delay which is due to unavoidable circumstances as defined above. A delay to or cancellation of your transport service does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your transport. However, you may be entitled to claim under the delay section of your travel insurance policy.

CONDUCT & BEHAVIOR

- 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 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 services 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 the applicable supplier prior to departure from the service in question. 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.

LIMITATIONS OF RESPONSIBILITY

- In these terms and conditions, our responsibilities are limited, and duty to pay compensation is limited as follows:-
- We will not be responsible, make a price reduction or pay you compensation for any lack of conformity, injury, avoidable cancellations, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-
 - I. the act(s) and/or omission(s) of the person(s) affected;
 - II. the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable;or

III. Unavoidable and extraordinary circumstances.

- We will not be responsible, make a price reduction or pay compensation:-
 - IV. for services or facilities which do not form part of our agreement or where they are not advertised by us. For example, any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.
 - V. for any damage, loss or expense or other sum(s) of any description which on the basis of the
- information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

COMPLAINTS

- If you experience a problem during your holiday, you must report it immediately to the relevant airline, ground handler, hotelier or other supplier, so that prompt efforts can be made to resolve the problem. At the time of booking, you will be provided with contact details should you need to contact us urgently. In the unlikely event that a problem cannot be resolved at the time, and you wish to complain further, you must send us full written details within 28 days of your return. Failure to take either or both steps will prejudice our ability to resolve your problem and/or investigate it fully. In consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

PRIVACY POLICY

- Mogale Travels is committed to protecting the privacy and confidentiality of personal information.
- In order to process your booking and to ensure that your travel arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party members, their passport and insurance details, credit/debit card or other payment details and (with your specific consent), special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs.
- We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your cruise operator, airline, hotels, credit/debit company or bank).
- The information may also be provided to public authorities such as customs/immigration if required by them, or otherwise as required by law. If you fail to provide us with this information, we may not be able to plan or confirm your booking.
- We have appropriate security measures in place to protect the personal details you give us.

- You are entitled to ask us what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed; to delete, rectify or block the information we hold about you; to complete and restrict its use, and to port it to another organisation.
- You have the right to object to the processing of your data in some circumstances and where we have asked for consent to process your data in ways additional to those listed above (for example, for marketing purposes), you may withdraw this consent.

AGREEMENT

- By reading these Terms and Conditions and making payment of booking amounts, the Client (either through himself or its representative) accepts the booking conditions mentioned herein, not only on his behalf but on behalf of all the travellers/persons.
- Any payment shall mean acceptance by the Client in totality of the Terms and Conditions contained herein.
- In case of any deviation with the process of payment we reserve the right to terminate the booking with resultant forfeiture of booking amount and apply cancellation charges as may be applicable from time to time.
- It is hereby declared that no person including the employee/s and the agent/s of the Company even in writing has the authority to alter, amend, modify or waive any stipulation, representation, term or condition set forth in this document.

If you have any questions or comments on the these terms and conditions please email info@mogaletravels.com