

TERMS AND CONDITIONS.

Below are our standard booking terms and conditions, updated on 1st February 2021. While the coronavirus pandemic remains a concern, our more flexible temporary **Covid-19 Policy** will apply in conjunction with these terms and conditions, offering a more relaxed cancellation policy so you can book with confidence, without putting your money at risk.

The following terms and conditions apply to all bookings made through **Nhongo Safaris(PTY) Ltd** and confirmed from 1st February 2021 Earlier bookings that were made under our **old terms and conditions** will be honoured and our previous booking conditions and cancellation policy still apply to those bookings.

Nhongo Safaris® (PTY) Ltd Booking Terms and Conditions.

Please read through these booking conditions carefully. By making a booking with Safaris into Africa t/a Nhongo Safaris and proceeding with making payment, you acknowledge that you have read and understood these terms and agree to them in full.

Provisional booking

All bookings made by us will be considered provisional until availability has been confirmed and the required first payment has been received. Should your requested safari or the preferred accommodation or travel dates be unavailable at the time of confirming your booking, we will try to find a suitable similar alternative for you. A rate amendment may result from such an alternative.

Rates amendments

Nhongo Safaris (PTY) Ltd reserves the right to amend the quoted rate in the event of preferred accommodation being unavailable, fluctuations in exchange rate, or unforeseen price increases by third party suppliers like the National Parks Board, accommodation providers or the government. Minor changes will usually be absorbed by us and it is always our aim to honour the quoted rate and avoid any unfor-seen price adjustments.

Your contract and financial protection

If you prefer to pay in ZAR into our SA bank account or credit card payment facility, you will be contracting with Nhongo Safaris (PTY) Ltd which is subject to South African consumer protection laws and travel regulations. Our South African office is a member of SATSA and carries financial protection through the SATSA bonding scheme. Both companies are covered by extensive public liability and passenger liability insurance, underwritten by Lloyd's of London.

COVID-19 policy

While the COVID-19 pandemic remains a global concern and risk, our special **COVID-19 terms and conditions** apply (attached as a separate document). Under these temporary terms and conditions, the first advanced payment is a 10% commitment fee, fully refundable in case of an unavoidable COVID-19 cancellation. A higher deposit amount may be required, depending on the deposit requirements of the individual suppliers (hotels, lodges, etc.) There are no cancellation fees from our side in case of an unavoidable cancellation or inability to travel due to COVID-19. However, the terms and conditions of our suppliers supersede our own, and our ability to refund a customer in case of a COVID-19 cancellation will depend on whether we manage to secure a refund from suppliers we have paid already. While the terms and conditions differ from supplier to supplier, most have flexible COVID-19 policies in place that allow for a full refund in case of an unavoidable COVID-19 cancellation. Please refer to the separate COVID-19 Policy for more detail.

First Advance Payment

For bookings made more than 7 weeks in advance, a first payment of 35% of the full price is required (Mobilization Fee) at the time of making your booking (reduced to 10% under the **temporary COVID-19 policy**). Except in the case of a valid, unavoidable COVID-19 cancellation, half of this first payment (15% of the total) is a non-refundable fee for services rendered and costs incurred by us in planning, researching, preparing and arranging your trip, before departure.

The rest of the first advance payment is used to pay deposits to suppliers in order for us to secure availability and confirm reservations made on your behalf. Whether these deposits are refundable or not depends on the cancellation policy of each supplier. On some bookings involving certain suppliers, a larger deposit than 30% may be required as first advance payment. Certain suppliers may require a 40% or even 50% advance deposit amount. Please be advised that we may only be given a voucher for travel later.

Balance Payment

Unless instructed otherwise, the balance is payable at least 7 weeks (49 days) prior to departure. Certain suppliers (such as SANParks) need to be paid in full 45 days prior to departure. Some suppliers request full payment from us 60 days prior to departure, in which case you will be asked to pay your balance 65 days before the travel date. If you are booking within 7 weeks of departure, the full price will be payable at the time of making your booking. Failure to pay your balance may result in your booking being cancelled and the first payment forfeited. All transaction fees, including wire transfer costs, cash deposit fees, foreign exchange conversion fees and bank routing fees are for your account. The full quoted amount needs to clear into our account. If you pay by credit card, we absorb the credit card fees and no credit card surcharge will be added.

Cancellation Policy

Should you need to cancel your booking or any part of it for any reason (other than COVID-19), the following minimum cancellation fees will apply, regardless of the reason for cancellation:

Cancellation 61 days or more prior to departure - 15% of the full price (half of the 30% first payment)

Cancellation 60 days to 46 days prior to departure - 30% of the full price

Cancellation 45 days to 15 days prior to departure – 70% of the full price

Cancellation 14 days or less prior to departure - 100% of the full price

Third party cancellation fees

Third parties that we have contracted with, confirmed with or paid already (any lodge, hotel, or other supplier) may have higher cancellation penalties, in which case the third party's cancellation policy will supersede our own and their additional cancellation fee will be added to our own.

Force majeure / vis maior

In the case of any *force majeure / vis maior* event such as war, a pandemic, a natural disaster or any other unforeseen event that makes it impossible for us to fulfill our obligations toward you, our priority will be to reschedule or postpone your trip without penalty (subject to possible supplier cancellation penalties). If postponement is not possible, you will be asked to claim the full cost of your trip from travel insurance. If your travel insurance claim is rejected, Nhongo Safaris (PTY) Ltd will refund to you whatever money we were able to secure in refunds from suppliers, up to a maximum of 85% of the total trip cost. The non-refundable 15% portion will not be refunded and covers services rendered and costs already incurred by us in the process of planning and arranging your trip. This non-refundable portion should be claimed from your travel insurance. This clause does NOT apply to the COVID-19 pandemic while it remains an existing risk factor. Our separate **COVID-19 policy** covers COVID-19 cancellations and refunds.

Risk of loss

Nhongo Safaris (PTY) Ltd, will not absorb any losses on your behalf due to third party cancellation fees or supplier failures. Your travel plans are made entirely at your own risk and Nhongo Safaris (PTY) Ltd will not accept responsibility for any supplier failures, missed flights, problems with visas or travel documents, flight cancellations, delays, lost baggage, transport or traffic delays, bad weather, illness or medical problems, family matters or bereavement, pandemics or disease outbreaks, natural disasters, or any other circumstances that may necessitate cancellation or amendments to your travel plans, whether they occur before or during your trip. Please ensure you purchase comprehensive travel insurance with adequate cancellation and curtailment cover for any eventuality.

Changes to confirmed bookings

Changes to confirmed bookings can be requested but they may result in a rate amendment (e.g. a change of dates may result in a change of rates). Changes will only be made if the change is possible and does not inconvenience other clients.

Changes made by us

Every effort will be made to provide the accommodation, services and activities as described and quoted to you. In the unlikely event that unforeseen circumstances necessitate a change in the program, we will notify you as soon as is reasonably possible and discuss suitable alternatives with you. We cannot be held responsible for adverse weather conditions, traffic problems, vehicle

breakdowns, supplier issues or any other unforeseen circumstances that may lead to itinerary changes or the cancellation of certain activities. We reserve the right to change accommodation, vehicles, transport, meals and other program details as conditions dictate, only if absolutely necessary and unavoidable. We commit to acting in your best interest and will always aim to offer an alternative of similar value should any changes be necessary.

Refund policy

Our refund policy is subject to our cancellation policy and the cancellation policy of third party suppliers. When a refund is requested, in particular where Nhongo safaris (PTY) Ltd was not at fault, our approach will follow a set order of priorities to find a win-win solution:

1. Reschedule or postpone. We will attempt to reschedule the activity or postpone your trip to a mutually agreed date. This will minimize losses to all parties.
2. If rescheduling or postponement is not possible, you will first be asked to claim from travel insurance. It is imperative that you have comprehensive travel insurance in place to limit your risk of loss. No refund will be made if a valid travel insurance claim can cover the loss. If you fail to purchase comprehensive travel insurance with sufficient cover, that risk will not be carried by Nhongo Safaris (PTY) Ltd and no refunds will be paid to any customer who fails to purchase adequate travel insurance before their trip.
3. If your travel insurance claim is denied or falls short of covering your loss, we will refund whatever net amount we manage to get refunded from suppliers, subject to our cancellation policy, and less 5% admin fees to cover our transaction costs. We cannot and will not refund money we do not have because it has been paid to suppliers on your behalf.

Certain activities on your itinerary may be weather dependent, and might have to be cancelled if the weather is not suitable, or for another reason. If it is possible to reschedule the activity to another day on your itinerary, we will try that first (in partnership with the supplier of the activity). Normally there will be no additional cost to reschedule to another day, unless there are price differences outside of our control such as a change to high season rates by the supplier.

- If it is not possible to reschedule, we will attempt to secure a refund or partial refund from the supplier or third party operator, on your behalf.
- If the supplier does not offer a refund, we will not be able to offer you any refund either.. They expect you to come back on a different day, but this is not always possible. Your only recourse in this case is to claim from travel insurance.
- For those suppliers where we are able to secure a full or partial refund, we will refund to you whatever net amount we were able to secure from the supplier, less 5% admin fees to cover our transaction costs. Please be aware upfront that you will not receive a full refund for any cancelled activity. Any losses incurred as a result of such cancellation will have to be claimed from travel insurance.
- For missed flights or transfers, late arrivals or no-shows, and last-minute cancellations or amendments requested by you, no refund will be made. Please ensure that you have comprehensive travel insurance in place with minimal excess and sufficient cancellation and curtailment cover.

- Refunds can only be made in the currency you paid, back to the same credit card that you paid with. Refunds by bank transfer will only be done if the trip was paid for by bank transfer, and transaction costs may be deducted by our bank as well as your bank. Fluctuations in exchange rate may cause the amount you receive in your currency to be less than you expected, or what you originally paid. The credit card merchant fee we pay to the bank or credit card company is never refunded. This is why a 5% admin fee will be deducted from all refund amounts, to cover our transaction costs.

Excluded items and spending money

Please take careful note of what is included and what is excluded from the price. Your quote and booking confirmation will clearly stipulate which items are included and excluded in the price. There are no hidden fees. Unless otherwise stated, items that are normally excluded are your international flights, airport taxes, visas and border crossing costs, certain meals, alcoholic drinks, personal expenses, gratuities, optional extra activities, and the cost of any COVID-19 test or other medical procedures. Please ensure that you have enough spending money in cash to pay for these items as needed. Payment for optional extras can be made in cash or in some cases by credit card. Credit cards are accepted widely but not everywhere. Foreign currency can readily be exchanged at the airport and in most banks, but it is better and safer to buy foreign currency in advance, before you depart. USD is accepted almost everywhere. Tipping is optional and will be left to your own discretion. It is customary to tip the guide if you received good service, but not compulsory. Your booking confirmation and safari info sheet will contain guidelines and more details.

Insurance

All clients are required to arrange their own all-risk comprehensive travel insurance and medical emergency insurance. This usually has to be purchased within 48 hours after making your first advance payment. We advise you to take note of the details of your insurance policy to ensure that it covers any eventuality and that the limits for cancellation or curtailment are sufficient. The better insurance companies allow you to purchase “cancel for any reason” cover as an extension on the standard policy, which we recommend taking. It covers up to 75% of your trip costs. Some policies may also allow you to add optional extensions such as COVID-19 cover, supplier failure cover or *force majeure* cover. We recommend purchasing these extensions. Please add your insurance details on the booking form. The free Travel Insurance that comes bundled with many credit cards is NOT SUFFICIENT to cover a trip to Africa and usually has very limited cover. Please purchase the necessary upgrades or extensions to your standard included travel insurance policy. Failure to purchase comprehensive travel insurance and medical emergency/repatriation cover exposes you and us to unnecessary risk of loss, and you hereby agree to carry all the risk yourself and waive your right to any refunds or compensation that would ordinarily have been covered by travel insurance. **Kindly note that NO refunds will be paid to any customer who fails to purchase adequate, comprehensive travel insurance.** For your peace of mind, Nhongo Safaris (PTY) Ltd is covered by extensive public liability, passenger liability and bonding insurance (financial failure insurance).

Health requirements

No compulsory vaccinations are required for travel to South Africa, but if you plan to visit other destinations in Africa as well, please consult with your travel clinic or doctor regarding vaccinations.

For example, a Yellow Fever vaccine may be required to enter South Africa if you have travelled to countries where Yellow Fever occurs. Some destinations may require that you show proof of having recently tested negative for Coronavirus (SARS-Cov2). South Africa requires a negative PCR test certificate less than 72 hours old. Your home country may require that you obtain a negative COVID test before returning home. It is your responsibility to find out what your home country's entry requirements are upon return, and discuss with us the options for arranging a COVID test during your itinerary. Please discuss this with us BEFORE your trip, not during your trip. It may be impossible to arrange a COVID test at short notice in a remote wilderness area. We recommend that you take anti-malaria tablets as prescribed by your doctor, pharmacist or travel clinic. If you suffer from any medical conditions that may affect you or your participation on this tour, please inform us about this on your booking form. You are responsible for bringing any prescription medication you may need. We accept no responsibility for any medical conditions, illnesses or related incidents that may occur during your safari, even if we have been fully informed about your condition.

Dietary requirements

It is up to you to inform us in advance of your dietary requirements, food allergies or any foods you don't eat. We try our best to cater to everyone's dietary requirements but we rely on the information you provide in advance, so we can be as prepared as possible. We take no responsibility for special dietary requests if we have not been informed in advance. In remote bush locations, it may not always be possible to cater to very strict alternative diets.

Indemnity

Nhongo Safaris (PTY) Ltd and its staff accept no liability or responsibility for any damage, injury or loss of any kind whatsoever, including but not limited to death, trauma, disability, injury, illness, property theft or damage, financial loss, emotional trauma, missed flights, denied boarding, missed accommodation, cancellation or curtailment of your safari or any other incident as may arise before or during or after your safari. By booking your safari you agree that you are aware of the inherent risks associated with travel and you further agree to indemnify Nhongo Safaris (PTY) Ltd from any claim or liability which may result from any kind of loss, injury, illness or accident which may occur before, during or after or as a result of your tour, or as a result of a pandemic or natural disaster or other unforeseen event. You are participating on this tour entirely at your own risk. Please ensure you have adequate health insurance and comprehensive travel insurance in place to cover any eventuality.

Travel documents

It is your responsibility to ensure that you have all your necessary travel documents, including passport (valid for at least 6 months beyond date of safari with at least 2 blank pages), visas (apply well in advance if you need a visa), spending money, flight tickets, negative COVID-19 test, and insurance policy. Visa policies may change at short notice and it is the traveller's responsibility to check visa requirements. Please note that an unabridged birth certificate may be needed for South African children under 18 (see below). Passports and visas need to be applied for well in advance, if applicable. COVID-19 travel regulations and airline requirements may change at short notice. Nhongo safaris (PTY) Ltd accepts no responsibility or liability if you fail to obtain the correct travel documents for your trip. Please read your booking confirmation document carefully and bring it along

on your safari.

Requirements for children

If you are travelling with a child under 18 on a South African passport, please be aware that they will need an unabridged birth certificate (full birth certificate showing details of both parents). Please apply for this in advance if you don't have their unabridged birth certificate. For children travelling on foreign passports, no birth certificate is necessary (the regulation was scrapped in November 2019). In addition, for South African passport holders, a minor travelling with only one parent will need written consent from the other parent in the form of an affidavit, or a court order granting full custody, or a valid death certificate. Adopted children require official proof of adoption.

COVID-19 Regulations

All arriving international travellers must produce a negative COVID-19 test certificate less than 72 hours old upon arrival. Wearing a cloth face mask that covers your mouth and nose is compulsory everywhere, except while eating or in your own hotel room. Please bring your own supply of masks. Temperature screening and hand sanitizing procedures are standard wherever you enter a building, store, national park, or vehicle. If your hands or skin are sensitive to disinfectant, please carry your own hand sanitizer to use at all points of entry. Refusal to comply with COVID-19 regulations may lead to you being denied entry. If your home country requires you to have a negative COVID test done during your trip, before being allowed to board your flight home, please discuss this with us in ADVANCE of your trip. Arranging a COVID test at short notice in a remote location may not be possible.

Behavior

You are expected to act within the confines of the law and take your fellow travellers into consideration. If you behave in such a way as to endanger our staff or other passengers or cause damage to property, we reserve the right to terminate your safari without further liability.

Expectations

We will discuss your expectations with you in the process of booking and conducting your safari, and will strive to meet them as far as is realistically possible, but we make no guarantees with regard to expected weather, game viewing or animal sightings, exact travel times, or any other unpredictable factors that may affect your expectations or safari experience. At third party suppliers like safari lodges or hotels, we usually have no control over the exact room or guide assigned to you. The lodge management is responsible for these choices. We are proud of our excellent reputation and will do our best to offer you the best possible experience.