



TERMS & CONDITIONS, BOOKINGS & GENERAL INFORMATION

DEFINITIONS

- **BOOKING** shall mean any FIT, DOMESTIC, CORPORATE or GROUP reservation
- **BOOKING CONFIRMATION** means written confirmation submitted by Salty Travel to the Customer, in such form as Salty Travel may determine suitable in its sole and absolute discretion (including, by way of example, in the form of email communication), wherein Salty Travel confirms the booking of the Tour and which document will record (without limitation)
- **BOOKING CONFIRMATION FORM** means Salty Travel standard written booking form which can be completed and submitted for the purposes of engaging the services. The booking form may be updated by Salty Travel from time to time, without notice.
- **"CPA"** means the South African Consumer Protection Act, 2008 (Act No. 68 of 2008)
- **COMMENCEMENT DATE** shall mean the first day of arrival of the CUSTOMER in Southern Africa
- **CORPORATE** means a business-related booking made by a company, close corporation, partnership, or trading trust
- **FIT** shall mean free independent traveler
- **CUSTOMER** shall mean any tour operator, travel agent, destination management company, individual, group or legal entity who deals with Salty Travel
- **EFFECTIVE DATE** means the date upon which the required deposit has been received by Salty Travel
- **"POPIA"** means the South African Protection of Personal Information Act, 2013 (Act No. 4 of 2013)
- **TOUR** shall mean any package or itinerary compiled by Salty Travel
- **T's and C's"** means these terms and conditions
- **TOUR AMENDMENTS** means any change of whatsoever nature required by any Party in relation to the Tour after the Effective Date, including (without limiting the generality of



the foregoing) changes as to flights, dates and times, accommodation, arranged sightseeing, activities, and other details of and/or incidental to the Tour.

1. BOOKINGS AND APPLICATION OF TERMS AND CONDITIONS:

- 1.1 The customer making enquiries, seeking advice, requesting quotations or estimates or signing and / or submitting a booking form to Salty Travel or to whom any service is rendered, or goods supplied warrants that he/she/it is authorized:
 - to sign the booking form(s)
 - to read, have explained (where required), understand and accept the terms and conditions in relation to himself / herself / themselves and on behalf of each of the other persons referred to in the booking form(s)
- 1.2 In signing / completing the booking form the customer acknowledges that he/she/it have been provided with:
 - Salty Travel details (being its full name, license or registration number, and its VAT registration number)
 - A copy of these TERMS & CONDITIONS, BOOKINGS & GENERAL INFORMATION
- 1.2.1 Upon the customer accepting a Tour from Salty Travel by way of completing a booking form / a confirmation contract shall come into existence and bind the Parties on and with effect from the date of receipt of the booking form / confirmation by the customer, all the terms and conditions contained herein become effective.
- 1.2.2 All enquiries, advice, quotations or estimates addressed to, provided by or bookings made and/or all services rendered by or on behalf of Salty Travel are subject to the T&Cs and the terms and conditions of various third party providers of services and/or goods (i.e. airlines, tour operators, hotels, cruise companies etc.) who the Company requests on your behalf to render services or provide goods to you (see re such suppliers below: ***Third Party Supplier***).
- 1.3 A deposit of 30% of the total estimated value of the proposed Travel Arrangements ("the Price") as specified in the quotation is required in order to confirm reservations with Third Party Suppliers ("the Booking") subject to payment of the balance of the Price in due course as specified herein* The purpose of the Deposit, other than payment to Third Party Suppliers, is to cover costs and disbursements incurred by the Company and its service fees and in the event of any cancellation as provided for herein, will be forfeited by the Client. The Company will not confirm any reservation if the Deposit and a signed



Quotation are not received, and the reservation that may have been timeously. Once the Booking has paid & signed Quotation), the Client will be supplied with the document that will contain the final detail of your Booking (***the Booking Confirmation Form***), which the Client must sign and return to the Company. Company reserves the right to cancel any made if the Deposit is not received at all or been completed as aforesaid (i.e., Deposit

- 1.4 In the case of car rentals, these contracts (***‘Car Hire T&C’***) are onerous & include absolute, no fault and strict liability provisions. These Car Hire T&C must be read very carefully and anything you don’t understand or about which you have any misapprehension must be discussed with the car hire consultant BEFORE you sign the Car Hire T&C, especially damage excesses and mileage. Please note that you will be liable for all traffic fines, toll fees and ancillary charges. The Company strongly recommends you check the vehicle thoroughly with a representative of the car hire business upon collection and return and ensure that any damage, scratches, faults, or shortcomings are noted in writing & signed for. Note that the Car Hire T&C shall constitute the sole contract between the car hire company and the Client and any right of recourse the Client may have, will be solely against the car hire company in terms of the Car Hire T&C. Similarly, the Company cannot take responsibility in case of car rental vehicle break-down, dirty car rental vehicles, incorrect reading of kilometers travelled etc.
- 1.5 **DRIVER’S LICENCE** Even if you have obtained an international driver’s license, please take your national driver’s license with you. Some overseas car rental companies may request proof of residence such as rates and taxes account (as for FICA)
- 1.6 **COACH & AIR CHARTER** - Please note that the flying services and coach transfers are sub-contracted to **independent Third-Party Suppliers**. They are entirely and exclusively responsible for this portion of the itinerary. The Company will not be liable for any additional flying/transfers outside of the quoted itinerary. This will be for the Client’s account.
- 1.7 In the case of air tickets, full payment is required as per the applicable fare rule. If full payment is not received by the applicable date the airline may automatically cancel the reservations. These tickets are linked to contracts (***Air T&C***) which are very complex and can entail very strict requirements regarding change, airport and departure taxes and cancellation and baggage provisions and the Client **MUST read** ALL the applicable conditions BEFORE you pay for the ticket. The Client should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, the Client is not allowed to use such



tickets/coupons out of sequence or to 'skip' one (& e.g., opt for train, bus, or car transport) as this will VOID the entire balance of the journey/itinerary. 'No-shows' may result in the ticket being voided and/or the Client being charged a cancellation fee. Note that the Air T&C shall constitute the sole contract between the airline and the Client and any right of recourse the Client may have, will be solely against the airline in terms of the Air T&C. The Client's rights of recourse as a consequence of over-booking are determined by the Consumer Protection Act, Act # 68/2008 (*'the CPA'*). Loyalty programs are governed by strict rules of which the Client must be aware and retention of boarding passes and other documentation pertaining to such programs is the sole

responsibility of the Client. Consult the Company about refunds for unused tickets as strict deadlines apply.

- 1.7.1 **e-TICKETING** - The Client must be ready to show their **identity document and possibly their credit card used to make payment for the Booking** at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for EACH MINOR.
- 1.7.2 **TAXES & SURCHARGES** Where possible airport and airlines taxes and surcharges are reflected in all Prices. It should be noted that certain airlines invoke additional taxes and/or surcharges if any changes are made to the tickets and/or routing even if the ticket has been fully paid. Furthermore, it is important that you check with the Company prior to departure from South Africa what the current airport departure tax is of all the countries you will be passing through as these taxes are usually payable in the local currency and must be provided for. With regards to accommodation, in some countries city tax and other taxes are only payable on check out.
- 1.7.3 In the case of group bookings, full payment is required by each respective individual/company to confirm/secure any airline seats/accommodation/car hire or any other group arrangements on offer/discussed. If full payment is not received by the applicable date, the Company will automatically cancel any airline seats/accommodation/car hire or any other group arrangements on offer/discussed/confirmed and the Client will have no right of recourse against the Company or any of the Third-Party Suppliers.
- 1.7.4 Please note that often more than one itinerary is prepared during the booking process, and it is solely the Client's obligation to ensure that all the details in the final version submitted to it is correct before departure.
- 1.7.5 **UNSCHEDULED EXTENSIONS AND/OR ITINERARY VARIATIONS** - While every effort is made to keep to all published itineraries, Third Party Suppliers and/or



the Company reserve the right to make **changes** for the Client's health, safety and convenience. This may be as a result of flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the Company, its agents or principals, it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc.) will be **for the Client's account**. This is not and must not be deemed to be a cancellation and will not entitle the Client to a refund of any nature.

1.7.6 **BREAKAWAYS** - While it is possible to break away from planned holiday itineraries, it is understood that such breakaways will be for the Client's account.

1.7.7 **DESTINATION SELECTION** The Client acknowledges that it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the Internet. It also acknowledges that certain of such brochures and/or the Internet have been compiled and are managed and

updated by the Third-Party Suppliers over which the Company has no control. Accordingly, the Company cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Third-Party Supplier.

1.7.8 **AMENDMENTS** - No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the Company.

1.7.9 **CONFIRMATION OF TRAVEL ARRANGEMENTS** All onward travel arrangements (local and international & on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 (Seventy-Two) hours prior to departure.

1.7.10 **INTERNET BOOKINGS** If the Client requests or instructs the Company to do bookings via the Internet, the Client irrevocably authorises the Company to do the following on its behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payments and (3) accept booking conditions.

2. CONSUMER PROTECTION ACT

It is not intended that any of these Terms and Conditions should contravene any provision of the Consumer Protection Act. Where issues are specifically determined by the CPA, this will be mentioned if required.

3. PROCESSING OF PERSONAL INFORMATION



3.1 In signing and/or submitting a booking form the customer agrees that it provided Salty Travel with information which may constitute personal information (as contemplated in POPIA), and in doing so the customer voluntarily, specifically, and unconditionally consents to Salty Travel processing methods, namely:

- Sharing details with its suppliers
- Sending the customer marketing and advertising material, newsletter and / or any other informative material relating to Salty Travel
- Customer authorizing Salty Travel to store the customers personal information indefinitely for future travel to facilitate bookings OR customer must requests for this information to be stored only until the tour is completed and must then be destroyed.
- Transmitting the customers personal information to other members of Salty Travel wherever they may be located, included countries which may not have data-protection laws like South Africa. However, in such cases the party to whom it is transmitted will sign a contract with Salty Travel obligating it to comply with POPI.
- As Salty Travel deems necessary for the proper execution in relation to the booking.

3.2 It is the customer responsibility to:

- inform Salty Travel if they wish to update or remove their details from our database
- notify Salty Travel if they believe the customers details have been utilized in contradiction to legislation in South Africa. The customer undertakes to first attempt to resolve any concerns with Salty Travel by addressing a compliant in writing. Should the customer not be satisfied with the outcome of the process the customer will be entitled to lodge a complaint with the Information Regulator in terms of the POPIA.
- Peruse Salty Travel Privacy Policy in which the rights and responsibilities of the parties are set out in more detail

4. SALTY TRAVEL RIGHT AND RESPONSIBILITY

Salty Travel will as soon as practicably possible after receipt of the signed booking form submitted by the customer and receipt of the deposit action the following:

- 4.1 Proceed to plan, arrange and/or facilitate the offering, which include but is not limited to making the necessary reservations and compiling the itinerary for the customer
- 4.2 Issue the booking confirmation to the customer, together with deposit invoice and tour itinerary and all relevant details



- 4.2.1 Inform the customer in writing by means of email should there be any changes to the customers booking or if Salty Travel is unable to comply with any provisions for any reason whatsoever
- 4.3 Issue the final invoice to the customer as soon as practicably possible after the date of receipt by the customer but in any event no later than the date which is 65 days prior to the Tour Commencement Date
- 4.4 Make booking / tour amendments and/or cancellations at any stage and always use its commercially reasonable endeavors to avoid having to make such Tour amendments and/or cancellations, to which the customer agrees.
- 4.5 Try assist as far as possible to secure/procure/enable our customers special requests as stipulated in the booking form or advise the customer which special requests could not be accommodated. Customer acknowledges that special requests cannot be guaranteed and agrees that he/she will have no claim of any nature against Salty Travel in this matter.
- 4.6 All bookings are subject to additional third-party changes / charges / availability
- 4.6.1 If any accommodation, excursion, or service which has been booked is not available for any reason whatsoever, Salty Travel shall be entitled to make similar alternative arrangements at the same price and standard as that which is not available, and no claim whatsoever shall arise against Salty Travel because of such unavailability
- 4.7 Upon request provide the Customer with written proof of any insurance policies taken out by Salty Travel
- 4.7.1 Salty Travel reserves the right to update any documentation from time to time, to bring in line with latest information. Salty Travel will nevertheless use its best endeavours to advise the customer thereof as early as possible, bearing in mind that often Salty Travel may be advised at a very late stage of such requirements and often it is beyond the control of Salty Travel.

5. CUSTOMERS RIGHTS AND RESPONSIBILITIES

- 5.1 The customer
 - Hereby irrevocably and unconditionally agrees that he/she/it is taking the Tour at his/her/its own risk
 - Will always adhere strictly to these Terms and Conditions and provisions of the Booking Form
 - Will not engage in any activity, conduct, distribution or trade practice or advertising method which will be harmful, directly, or indirectly to Salty Travel
- 5.2 Will be entitled to request Tour amendments and/or cancel the Tour any time, provided that:
 - The customer communicates, without delay, any such Tour amendments and / or cancellations to Salty Travel in writing



- If the customers cancel the Tour (it being recorded that the date of cancellation in this regard shall be deemed to be the date on which the relevant written notice of cancellation is received by Salty Travel)
- The customer will be liable to pay a cancellation fee to Salty Travel, calculated in accordance with the dates/periods of cancellation and percentages, which is agreed as being reasonable

5.3 It is the customers responsibility to:

- at their own expense to take out **comprehensive travel insurance** for the duration of the Tour which will at least cover the loss of customers personal effects, loss, or harm to the customer personally, the customers medical, hospital, emergency travel and evacuation expenses, repatriation, loss of luggage and expenses associated with the cancellation of curtailment of the tour.
 - It is **compulsory** for and every Client (and all members of a group or tour party) is obliged to have comprehensive insurance cover and written, documentary proof of such cover must be submitted to the Company with signed quotation. The Company will not be responsible or liable if the Client fails to take adequate insurance cover or at all. All insurance will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the Client will be issued with the **policy document of the insurer**. It is a complex document, which must be read BEFORE YOU initiate your travel so that you can address any queries you may have to your broker or the insurer PRIOR to your departure.
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- Please note that various **credit card companies** offer limited levels of travel insurance, which may not provide sufficient cover for international travel. Kindly check with the respective credit card companies to obtain the specific details of the cover.
 - to arrive at the **assembly point/s** indicated on the Tour Itinerary at the stated times, it being recorded that Salty Travel will not be responsible for any persons failing to participate in the Tour offering because of not arriving in time at the designated points as indicated.
 - at their own expense to fulfil the applicable **passport, visa and vaccination** requirements covering each country which forms part of the Tour. It is being recorded that Salty Travel will not be responsible for any persons participating in the Tour without the required documents.



- Check each country(ies) visited **COVID entry requirements** – It is common knowledge that travel has been affected by major challenges arising from the Covid 19/Corona Virus/variants which has been declared a pandemic by the World Health Organization ('WHO'). Covid can be transmitted from person to person inter alia by contact and respiratory means and that it is essential to follow guidelines and precautionary measures issued by the WHO and various governments. Each country has its own entry and exit requirements and it is the sole and exclusive duty of each traveller to familiarise themselves with such prescribed guidelines and precautionary measures AND entry and exit requirements of each country they intend visiting and/or which is reflected in their final itinerary. The Company is not liable for any consequence of non-compliance with this clause and/or the impact of Covid on your booking
- ensure that all **passports and visas** are current, valid, obtained on time, and will be valid for six (6) months after return to his/her/their home country and that any **vaccinations, inoculations, prophylactic (e.g., for malaria)** and the like, where required, have been obtained. Please check the requirements with a medical practitioner who is well versed with the prevailing conditions and requirements of the country(ies) you intend visiting. If the Company assists the Client in any way, such assistance will be in the Company's sole discretion and the Client acknowledges that in doing so, the **Company is not assuming any obligation or liability** and the Client indemnifies the Company against any consequences of such assistance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical challenges the journey may entail, and the Client must accordingly be in an adequate mental and physical condition for the Proposed Travel Arrangements.
- If travelling while **pregnant**, contact your doctor for a "fit to travel" letter, which is required by some service providers. Please advise the Company how far your pregnancy is when traveling, as some service providers have restrictions.
- Check the current legislation on unabridged birth certificates for children. Please consult with the Department of Home Affairs, embassy, or consulate in your country about the latest requirements.
- To check malaria and other tropical disease warnings. Certain parts covered by your itinerary may present is a high-risk of malaria and other tropical diseases. The Company strongly recommends that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure, or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your



return. Certain areas also require Yellow Fever Vaccinations of which the certificate must be carried and produced when required. Yellow Fever Vaccinations last for up to 10 (Ten) years and inoculation is required at least 2 (Two) weeks before your departure from country of origin.

PLEASE NOTE: The South African government as a rule does not issue cautionary travel advice regarding foreign countries – where the countries you are travelling to issue such a cautionary and it comes to the Company's attention it will convey it and/or provide an appropriate link to you. However, it **is your duty** to check your destination for any such cautionary before you travel as the state of the country in terms of not only health but also security can change overnight.

- stipulate **special requests** (if any) in the Booking Form, failing which the Customer is deemed to not have any special requests. Whilst the Company will use its best endeavours to accommodate such requests, it does not guarantee that it will.
- ensure that **all payments** due to Salty Travel are paid on the due dates thereof otherwise strictly in accordance with these Terms and Conditions
- not engage in any activities which causes **inconvenience or annoyance** to any other persons participating in the Tour
- The Client agrees that he/she and any members of its tour party will always comply with the Company's or others' requirements and instructions regarding his/her conduct and he/she will not in any way constitute a hindrance to any Third-Party Supplier, other passenger or person on the tour, mode of conveyance, at any place of accommodation, entertainment or where meals and/or drinks are served. The Client indemnifies and holds harmless the Company against damages suffered and/or costs incurred by the Company and/or any third party because of a breach of this clause.
- ensure they are aware of airlines and vehicle operators weight limits of luggage which can be carried by any guest and that no claim shall arise against Salty Travel in the event of any guest not being allowed to carry any luggage or being required to effect payment for any such excess luggage

6. QUOTED, PAYMENTS AND CANCELLATION OF TOUR



6.1 The customer will pay the Total Tour Price (which includes arranging fee) and having regard to each of the Deposit invoice, Secondary invoice and Final Invoice to Salty Travel as follows:

- Deposit invoice must be settled in full 3 days after acceptance of the booking
- Secondary invoice, and final invoice must be settled 3 days after the date of receipt
- Deposits form part of the cancellation fees and will be forfeited if the client cancels.
- Should the booking be within 30 days of the Tour commencement date then the total tour price will be due immediately.
- Payments are to be made in the currency of the invoice. Salty Travel invoice in either South African Rand or United States dollars. Should the customer want to make payment in any other currency different from that of the invoice, Salty Travel reserve the right to obtain and advise the applicable exchange rate which shall be valid for 2 working days from date of notification of advised exchange rate.
- Unless Salty Travel consents in writing to other payment arrangements the customer will always remain liable for payment of all amounts due and payable by customer
- Prices are quoted at the ruling daily **exchange rate**. Until the Company has received payment of the Price in full, it reserves the right to charge any **fluctuations** to the Client's account and the Client undertakes to pay for any such fluctuation on demand. The onus will be on the Client to check that there have been no **changes in the Price** prior to making full and final payment. However, once payment of the Price in full is received, the Price is **guaranteed** (subject to statutory increases such as VAT). Note that **airfares** are subject to the price and conditions quoted by the airlines and **cannot be guaranteed** by the Company

(**PLEASE NOTE:** This applies especially regarding airport taxes for the entire journey. This also applies to foreign exchange currency payments such as international hotel bookings, car hire, rail bookings or any other foreign payments that need to be made as well as international bank transfer fees). Should it be a group booking and the **group** number deviate from the number required for the Booking, the Company reserves the right to re-cost the Price and raise a surcharge. Should any Client refuse to accept and pay such **surcharge**, the Company reserves the right to cancel the tour and retain any payment made (The Company will be entitled to retain any service fees charged and/or retain

the commission earned and/or charge an administration fee). Please note that the Price excludes inter alia airport departure tax and any expenses of a personal nature and gratuities.



6.2 Any arrangements made, whether for air travel, road travel, accommodation, activities, or other services which are made by Salty Travel on behalf of its customers may be subject to the standard terms and conditions of the service provider which will be applicable to and shall bind Salty Travel and the customer to Salty Travel

6.3 **Third party suppliers** - The Clients are provided with travel and/or other services and/or goods either by the Company itself or by Third Party Supplier who it engages as agent for the Client - they include airlines vehicle rental, providers of accommodation, food and beverage and excursions. The **contract in use by the Third-Party Suppliers** (which is often constituted by the ticket issued by them), shall constitute the sole contract between the Third-Party Supplier and the Client and any right of recourse the Client may have, will be solely against such Third-Party Supplier. The Company will provide the identity and terms and conditions of (or access thereto) all the Third-Party Suppliers relevant to the service and/or goods being provided for the Client's booking and it's the Client's responsibility to familiarise itself with such terms and conditions (***the Third-Party Supplier's Conditions***). Whilst the Company vets and selects the Third Party Suppliers with the utmost care and circumspection, the Company accepts **no liability** for any loss, damage, illness, harm, injury or death which any Client may suffer or claim of whatever nature it may have as a result of any act or omission on the part of or the failure of the Third Party Supplier to fulfill any of its obligations, whether in relation to travel arrangements, accommodation or otherwise unless, in the case of injury or death, it is due to the negligent act or omission of the Company.

With regards to **hotel bookings** please note that hotels and other accommodation properties (Collectively referred to as ***'hotels'***) may undergo renovations from time to time. Hotels generally take all possible steps to limit disruption and inconvenience to their guests when renovations are taking place. The Company will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If the Company is specifically advised of renovation work in advance by the hotel, this information will be passed on to the Client, but it is important to understand that this is subject to change and that the Company may not always be notified.



6.4 Cancellation Fees

- 6.4.1 Cancellation from Booking Acceptance Date to 65 days prior to Tour Commencement Date is 30% of the Total Tour Price
- 6.4.2 Between 45 and 64 days prior to Tour Commencement Date the cancellation is 50% of Total Tour Price
- 6.4.3 0 – 45 days prior to Tour Commencement Date the cancellation is 100% of Total Tour Price
- 6.4.4 Any such cancellation fee will be paid by the customer to Salty Travel within 14 (Fourteen) days of the relevant date of cancellation.

6.5 Salty Travel will refund the customer the difference in Tour Price and cancellation fee as soon as practically possible (except for 6.4.3)

6.6 No party shall have any other claim of whatsoever nature against the other in such circumstances

6.7 By signing/submitting the Booking Form to Salty Travel the customer acknowledges and agrees that in the event that the Tour includes travel to isolated regions and / or activities in close proximity to wildlife, the customer and all other persons detailed in the Booking Form assume/s such **risks** which could include but is not limited to injury, disease, or death; and hereby waives all such claims against Salty Travel.

6.7.1 In the unlikely event that the customer has a **complaint** against Salty Travel, they will first address the complaint with us accordingly and allow us the opportunity to investigate and address the complaint. If the customer has any further complaints against Salty Travel the same must be lodged to us within 30 days of expiration of the Tour. Should the customer not follow these procedures set out in this clause then Salty Travel will not investigate or continue to investigate such complaint and the customer will have no claim whatsoever of any nature against Salty Travel in such circumstances.

7. PHOTOGRAPHY

Whilst the Company acknowledges the Client's right of freedom to take photographs in general, please note that the following conditions apply to any photography during any tour and excursions with or arranged by the Company whether during the tour or excursion or thereafter and these rules will be strictly enforced. By the same token Clients are deemed to indemnify the Company against any consequences, claims and legal costs (on an attorney and own client scale) resulting from any breach of whatsoever nature of this clause:



- The copyright and ownership in the photograph (*'photo'*) will remain vested in the person who took the photo (*'the photographer'*) unless a person (*'the Subject'*) asked for the photo to be taken and arranged to the contrary with the photographer.
- However, once the photographer has posted any material on the Company website or any form of social media, that entitles the Company or any third party to disseminate it.
- If the material is to be used commercially e.g., sold, or used to launch an advertising campaign, then the written permission of the Subject is required
- The Company supports the principle of fair use and factors that will have a bearing are the purpose (e.g., non-profit); nature of use; size e.g., thumbnail
- Whilst you are entitled to take photos of individuals in public areas, many public areas e.g., shopping centers, resorts and some of the places you may visit may seem to be in the public domain but is in fact privately owned and thus subject to the rules prescribed by the owner of which you should be aware.
- If the location where the photo is being taken is of such a nature that it is reasonable to presume privacy, e.g., a bathroom, then the Client may not take a photo of the Subject at all. This principle would also apply if the location is e.g. a private game lodge which focuses on upper end clients and celebrities or where the surrounds may not be evidently private - these persons choose such venues for reasons of privacy and even an innocent photo of a staff member posing with a celebrity may be of such a private nature that both the photographer or the staff member requesting the photo is advised to limit the usage to personal purposes and not disseminate it e.g. via social media.
- Use of the photo must not be of such a nature that e.g., it misrepresents the Subject, the setting, or surrounds
- The Company reserves the right to use photos of you and your party on its website and for promotional purposes. If you wish to object to such use, please advise the Company in writing prior to arrival.



8. EXCLUSION OF LIABILITY

The customer acknowledges and accepts that Salty Travel its directors, members, partners, employees and agents (*'the Indemnified Parties'*) at all times acts only as an agent on behalf of its suppliers and will not be liable for any loss or damages, and shall be **exempt from all liability** in respect of loss (financial or otherwise), damage, accident, injury, death, harm (as defined in the CPA), illness, trauma, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client **whether on the tour or journey or not**), to or loss of or damage to their luggage, or other property, wherever, whenever and however the same may occur and whether or not arising from any act, omission, default, or negligence on the part of any of the Indemnified Parties whatsoever whether to persons, their luggage or other items in their possession, or arising as a result of the exercise by the Indemnified Parties of any of its rights in terms hereof and irrespective of whether such loss or damage has arisen as a result of disease, ill health, adverse weather conditions or any other cause including any loss which may be occasioned by the negligence of the Indemnified Parties and customer hereby indemnifies the Indemnified Parties and absolves it from any liability in respect of any claims which may be made against the Indemnified Parties in respect of any such loss or damage which is brought by the customer.

9. BREACH

9.1 The following will constitute a Breach of contract.

- The customer fails to timeously pay Salty Travel any amount due
- Fails to remedy such breach within 3 days after receipt of written notice

Then Salty Travel will be entitled to (without prejudice and in addition to any other right or remedies which Salty Travel may have in law), on written notice to the customer, immediately resile from these terms and conditions and cancel the tour.



9.2 Cancellation due to breach

- If Salty Travel cancels the Tour, the customer will be deemed to have forfeited all such amounts already paid by the customer for the Tour as at the Breach Cancellation Date. The customer will have no claim whatsoever against Salty Travel in such circumstances
- If the customer cancels the Tour within the correct time frames and no penalties are due, then Salty Travel will refund the customer

9.3 Indemnity for breach by the customer

Without prejudice to any rights or remedies available to Salty Travel arising from these Terms and conditions notwithstanding anything to the contrary contained herein, with effect from the Booking Acceptance Date, the customer hereby irrevocably and unconditionally indemnifies and agrees to hold Salty Travel harmless against any and all loss, liability, costs or expenses of whatsoever nature (including all legal costs), whether directly or indirectly suffered or incurred by Salty Travel, should the customer and/or any of the other persons detailed in the Booking Form (if any) breach these T's and C's in anyway.

10. **FORCE MAJEURE** DEFINITION

The parties agree that one or more of the following events, circumstances or occurrences will constitute prima facie force majeure for the purposes of the Conditions, subject to the qualifying requirements:

- Acts of God and casus fortuitous: physical, natural causes which cannot be foreseen or prevented and which without limiting the generality of the aforesaid includes tornadoes, death, extraordinary high tides, tidal waves, violent winds, storms, floods, earthquakes, earth tremors, volcanic eruption, hurricanes, tornados, typhoons, cyclones, landslides, subsidence, lightning strikes, fire, and other natural disasters.
- Industrial action such as strikes and lockouts, riots, protests, and protest action, whether of a political nature or not.
- War, sabotage, revolution, terrorism, civil commotion, riots, insurrection, invasion, blockade, or boycott.



- Epidemic, pandemic, or the outbreak any other life and/or health threatening diseases, whether infectious, contagious, or not, or events such as the spillage of dangerous contaminants or severe air, water, soil or substance pollution.
- Any other event that is due to an irresistible force, unavoidable and external accident.
- Breakdown of public services and amenities.
- National and/or regional border closures and international, national and/or regional or transport travel or transport bans or restrictions whether taken and/or implemented by the government of any country included in the client's travel itinerary.
- The geographic location, origin and/or epicenter of the Event is irrelevant as the only yardstick is the impact on the contractual obligations of the parties.

10.1 QUALIFYING REQUIREMENTS

The parties agree that the above prima facie force majeure events (*'the Event'*) will only qualify as such if all the following conditions are met:

10.1.1. The party invoking force majeure (*'the Force Majeure Party' - 'FMP'*) must immediately advise the other party (*'the Force Majeure Recipient' - 'FMR'*) in writing.

10.1.2. The Event must not be due to the fault, negligence, or breach of contract on the part of the FMP.

10.1.3. The Event must destroy the subject matter of the contract and means of performance to such an extent that performance becomes permanently impossible and NOT simply difficult, burdensome, or economically onerous to carry out.

10.1.4. The FMP uses and has used due diligence and its best commercially reasonable endeavours to overcome and/or remove and/or alleviate and/or mitigate the Event.

10.1.5. The FMP must mitigate its own damages.

10.1.6. The FMP must take all reasonable steps to avoid non-performance.



10.1.7. Any steps taken by any country's government must be because of the Event which results in and meets any one or more of the above Qualifying Requirements.

10.1.8. The Event must not be of a temporary nature but if it is anticipated to endure for an unreasonably long period, it will be regarded as permanent

10.2. REMEDIES

10.2.1. If the parties disagree about the Definition or the Qualifying Requirements, the parties will apply the Dispute Resolution clause of the Conditions.

10.2.2. If any one or more of the Qualifying Requirements are not met**, the FMP will have the option to agree a postponement with the FMR and the contract will be performed at the postponed date, or the FMP can on its sole discretion cancel the contract and the cancellation provisions set out above will apply. The exercise of the option to cancel will be at the discretion of the FMP and regardless of the views of the FMR – the test is an objective one**.

10.2.3. If the parties are in agreement that the Qualifying Requirements have been met, then parties will in the first instance use their best endeavours to agree on the postponement of performance of the contract and failing consensus in that regard, the FMR will use its best endeavours to reimburse the FMP all monies received from it and paid to such Third Party Service Providers which it manages to recover less irrecoverable disbursements and a reasonable management, commission and service fees.

11. JURISDICTION AND APPLICABLE LAW

Any booking made by the customer with Salty Travel and any dispute of whatsoever nature which may arise there from shall be subject to South African law and the customer consents to the exclusive jurisdiction of the High Court (Gauteng South) of South Africa for the resolution of any such dispute. The parties choose their respective domicilium citandi et executandi as reflected in the Booking Form. The Client will be liable for all legal fees on an attorney and own client scale if the Company must take any legal steps of any nature whatsoever pertaining to the Conditions and/or arising from the Booking.



12. SEVERABILITY

Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction

13. DISPUTE RESOLUTION

To ensure the timely and economical resolution of disputes that arise in connection with this Agreement and Salty Travel agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance or interpretation of this Agreement, shall be resolved to the fullest extent permitted by law by final, binding and confidential arbitration, by a single arbitrator, in South Africa, conducted by Arbitration Foundation of Southern Africa ("AFSA") under the applicable AFSA employment rules. By agreeing to this arbitration procedure, both Executive and the Salty Travel waive the right to resolve any such dispute through a trial or administrative proceeding. The arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (ii) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that Executive or Salty Travel would be entitled to seek in a court of law. Salty Travel shall pay all fees as determined by the Arbitrator of AFSA. Nothing in this Agreement is intended to prevent either Executive or Salty Travel from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Notwithstanding the foregoing, Executive and Salty Travel each have the right to resolve any issue or dispute over intellectual property rights by Court action instead of arbitration.

14. DISCLAIMER

Due to the ongoing COVID-19 pandemic the customer acknowledges and fully understands that the booking / tour may be interrupted or cancelled by the associated travel suppliers, partners, government entity and / or another third party outside of Salty Travel control. The customer also understands and acknowledges that the Tour



involves the risk of a variety of hazards to health and / or safety, including but not limited to injury, illness, disease, epidemics and / or pandemics. The customer therefore expressly understands and agree that they assume all such risks associated with the tour whether or not specified herein. The customer further understands and acknowledges that Salty Travel has no control over the associated supplier's policies which, in addition to applicable law, will solely govern any cancellation, rebooking, and refund related to these tour arrangements.

15. FOREIGN EXCHANGE REGULATION COMPLIANCE

This is the Client's exclusive duty. This will apply especially when the Client instructs the Company to make and pay for travel arrangements on the Internet. It is the responsibility of each individual Client to ensure that he/she does not exceed the R1 (one) million per calendar year (Please note this amount is stipulated by the SA Reserve Bank as at January 2015 and may be adjusted from time to time – it is the Client's duty when booking to check with its foreign exchange provider). Individual's Single Discretionary Allowance: It is imperative that the Clients are able to show any customs official proof that they purchased the foreign exchange they are carrying, failing which it may be confiscated.

16. COPYRIGHT

The Conditions and any intellectual property and specifically copyright therein and any proposals, presentations, estimates, quotes, and itineraries provided by the Company is and shall remain the sole and exclusive property of the Company

The Client furthermore undertakes not to circumvent the Company and to make any approaches to or enter into any arrangements for any concept similar in part or as a whole to that contained in any of the proposals, presentations, estimates, quotes and itineraries provided by the Company with any of the Third Party Suppliers or any other service providers or venues for a period of 1 (One) year from the date of the Booking and/or the submission of any proposals, presentations, estimates, quotes and itineraries provided by the Company.

17. ENTIRE CONTRACT



The Conditions (together with all enquiries, advice, quotations, or estimates addressed to, provided by or bookings made, and indemnities signed, and proposals, presentations and itineraries prepared by the Company and the Company's Privacy Policy) constitute collectively the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated or presented on behalf of or purportedly on behalf of the Company or otherwise that is not included herein, be it verbal or in writing. The contra proferentem rule will not apply to the interpretation of the Conditions. The Company reserves the right to revise these conditions from time to time - each revision will be dated and posted on its website.