

Booking Terms and Conditions

Dalani Trip Planners (Pty) Ltd

The following booking conditions form the basis of your contract with Dalani Trip Planners (Pty) Ltd ("we", "us", "the Travel Agent" and "our"). Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions apply to the trip arrangements which you book with us and which we agree to make, provide, or perform (as applicable) as part of our contract with you. All references in these booking conditions to "trip", "booking", "contract" or "arrangements" mean such trip arrangements unless otherwise stated. References to "departure" mean the start date of these arrangements.

1. To make a booking please submit the booking forms that are made available on our website or contact our travel agents to ask for an offline application form. The relevant application form needs to be completed by each person travelling. Where you are under 18 at the time of booking, the application form also needs to be signed by your parent or guardian or initialled online during the booking process. The completed booking form must then be sent to us together with the payments referred to in paragraph 2 below.

Where we have already confirmed the availability of your chosen arrangements and you book within any applicable time limit for doing so, your booking will be treated as firm and a contract between us will come into existence as soon as we receive your completed application form and your deposit. We will then send you an invoice. Where we have not confirmed availability, your booking will be treated as firm and a contract between us will come into existence when we despatch our invoice to you. Where you book through our website without prior confirmation of availability, any electronic acknowledgement of your booking is not a confirmation of it. Please check your invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice, or any other document appears to be incorrect or incomplete.

2. A minimum deposit of 25% of the total cost of the trip per person or 25% of the total value of the booking must accompany the booking to make a reservation, unless otherwise stated. The trip is only confirmed once the trip has been paid in full (balance of 75%). We also offer monthly instalment payment plans for the balance of the trip (75% of total trip cost), after the deposit amount has been paid. All trips need to be paid in full (100%) within two months prior to departure. Bookings made within two months prior to departure require immediate full payment.

If, for any reason, the balance (including any surcharge where applicable) is not received by the due date, we reserve the right to treat the booking as cancelled by you. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in paragraph 14 depending on the date we reasonably treat your booking as cancelled.

3. The price quoted for any trip is valid for 7 days after the quotation has been sent to the client and covers the cost of the planning, the organisation and carrying out of the trip, including group equipment, supplies, accommodation, administration and staff, except for the following, for which you must be responsible: vaccination fees, travel insurance, cost of travel to and from the start / return point of your trip including your international flights (unless this cost is covered with the trip package), cost of passport and visas, personal equipment and personal expenses while on the trip and any other expenses specifically excluded on the trip description and/or invoice. Additional travel arrangements can be facilitated Dalani Trip Planners on request, at a **fee**.

We reserve the right to make changes to and correct errors in quoted prices at any time before your trip is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen trip has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the event of any change in our transportation costs or in dues, taxes or fees or in the exchange rates which have been used to calculate the cost of your trip.

4. Travel insurance: It is strongly advised that all clients take out adequate travel insurance cover such as cancellation due to illness, accidents or injury, personal accidents and personal liability, loss of or damage to baggage and sports equipment. We will not be responsible or liable if the client fails to take adequate insurance at all. Once the insurance has been confirmed and paid, the client will be issued with a policy document from the insurer. Kindly go through the document, it is a complex document, you need to read it before you start with your trip so that you can address any queries you have with the insurer before your departure. Various banks (credit cards) offer limited level of travel insurance which we do not consider sufficient for international travel. Kindly enquire from the relevant bank to obtain specific details of the cover. You agree not to hold us responsible for any decision made by the insurer. Clients from South Africa that are joining our group trips are obligated to pay for travel insurance, with our preferred insurer, on the day that the trip deposit is made.

5. Health: Unless otherwise stated in the booking forms, you are taken to confirm at the time of booking that you are in good health, physically capable of undertaking all aspects of the trip, and unaware of any reason why you may be unsuited to taking part or may be likely to suffer illness or injury during the trip, taking into account its challenges and purposes. If you are unable to give for this

confirmation for any reason or have any medical condition or disability which may affect your trip, you must contact us before you submit your application form so that we can assist you in considering the suitability of the trip for you.

If any information given in the booking form is shown to be materially incorrect or incomplete, we reserve the right to cancel your booking or terminate your participation in the trip, depending on when we become aware of the true position. In this situation, cancellation charges as set out in paragraph 14 will apply and we will not be responsible for any costs or expenses incurred as a result.

6. Mobility Requirements: Many sites to be visited on group trips/tours require a reasonable amount of walking, sometimes extensive. Advise us at the time of booking of any physical condition that could affect your mobility. We will make reasonable attempts to address and accommodate special needs. A qualified and physically abled companion should accompany passengers who need assistance and must be responsible for their well-being.

7. Special Requests: Please advise us of any special requests prior to making your booking. Where possible, we will endeavour to meet or arrange for our suppliers to meet any such request. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you. Dietary requirements and airline seating preference provided at the time of the booking cannot be guaranteed. However, we will try to accommodate requests.

7. Room Types: Prices are based on a double or triple room with either two single beds, three single beds or one large bed, the client must advise on the preference at the time of booking. Room types and bed types are subject to hotel availability, and we cannot always guarantee your preferred room type. Single surcharge supplement will apply for single room request. Adjustments to room configuration at any time may incur additional costs. Some hotels offer free accommodation for kids under 18 sharing with 2 adults. Advice at the time of booking if you would like to share with kids.

8. Air Travel: Flights booked will be in economy class on an airline of our choice unless the client has advised otherwise. Flights booked will be via the most appropriate route in line with the price quoted for the trip, although it might not be on a direct flight. The scheduled flights used for all departures are subject to the usual conditions of the carrying airline and international laws. Dalani Trip Planners accepts no responsibility for alterations to airline schedules. Flight cancellation may attract 100% of the booking fee.

9. Passport/Visa: It is your personal responsibility to ensure you have a valid passport. Existing passports must not expire for at least six months after the date of return from the trip. The Travel Agent will endeavour to assist the Client, but such assistance will be at the Travel Agent's discretion and the Client acknowledges that in doing so, the Travel Agent is not assuming any obligation or liability and the Client indemnifies the Travel Agent against any consequences of non-compliance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the Proposed Travel Arrangements.

Please note that All visitors to South Africa and all clients who are travelling from RSA to another country are required to have a minimum of three blank pages in their passport excluding the front and back cover to enable the entry visa to be issued – However in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin. Please ensure that all passports are renewed. The client must ensure that the details supplied to the Travel Agent mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 6 months after your scheduled return to South Africa. Non-South African passport holders may also be required to have re-entry documentation and it is entirely the client's duty to ensure that such documentation is in order before departure.

10. Dalani Trip Planners will assist clients with the **administrative process** of submitting visa applications where applicable. However, the **final decision on visa approval rests solely with the relevant embassy or consulate**, and Dalani Trip Planners cannot guarantee visa approval under any circumstances.

In the event that a client's visa application is **denied**:

- All **non-refundable costs** already paid or incurred (including but not limited to flights, cruise deposits, accommodation, service fees, and supplier penalties) will remain **non-refundable**.
- Any **reapplication or appeal costs** will be for the **client's own account**.
- Clients will be required to **personally attend** embassy or consulate appointments and are responsible for arranging their **own transport** to and from the embassy.
- Dalani Trip Planners will not be held liable for any losses arising from a visa refusal, including the inability to travel.

While visa denials are **rare**, they may occur due to individual applicant circumstances, and clients are encouraged to ensure that all documentation submitted is accurate, complete, and truthful.

11. Break Away: Refunds are not made for any missed tour services. Whilst it is possible to break away from the planned holiday itineraries, it is understood that break-away will be for the passengers' account and there will be no refunds under any circumstances for unused services unless prior arrangements have been made with us. Dalani Trip Planners prior to the issue of documentation. Refunds will not be made for unused sightseeing trips or meals.

12. Unscheduled extensions/changes: In the unlikely event of unscheduled extension to the holiday caused by flight delays, bad weather, strikes or any other causes which is beyond our control, it is understood that the related expenses will be for the passenger's account.

13. Travel Documents: It is the client's responsibility to check that all travel documents are correct. Names, correctly spelled and correct travel dates reflected. Notify us immediately if you notice any discrepancies. Travel documents would be made available 14 to 30 days before your scheduled departure. Documents (vouchers, itineraries etc) are only prepared and released on receipt of payment of the Price in full. Upon receipt of your travel documents, PLEASE CHECK that ALL the details therein are correct.

14. Currency: Prices quoted in ZAR (South African Rand).

15. Cancellation: In the event of client cancelling their reservations, we will claim the total amount of the deposit paid by the client and also claim any damages suffered by the company. If you wish to cancel your booking, you must notify us immediately by letter or email. Your notice of cancellation will only be effective when it is received in writing by us. You will be liable to pay the following cancellation charges:

- Where your booking includes airfare, the relevant charges are levied by the airline. In some instances, this may be 100% of the fare, regardless of when cancellation is made.
- Where your booking is for a package, you will be responsible for all cancellation charges of whatsoever nature imposed by the suppliers providing the components or parts of such travel arrangements.
- 6 months (or more) prior to departure, non-refundable deposit is charged.
- 4 months prior to departure, non-refundable deposit and 50% of cost is charged.
- 3 months to 2 months prior to departure, non-refundable deposit 70% of cost is charged.
- 59 days up to departure day, 100% of the cost is charged.

Please note that all deposits paid for a trip are non-refundable. However, clients may transfer their booking to another trip up to three months prior to the original trip's departure date. In such cases, the deposit will still be non-fundable, and the difference paid will be applied to the new booking.

16. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to

the insurance company concerned. Where a part cancellation of a booking affects the basis on which the price was calculated, we will recalculate and re-invoice you accordingly.

17. Changes to your confirmed trip can be considered depending on practicalities and availabilities, but there might be a cost associated with these changes. We do not charge an amendment fee for doing so and will only pass on any extra costs involved in providing additional or alternative services which are incurred or imposed by any of our suppliers. A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

18. The itinerary is a guide to which we will attempt to adhere, but it may be necessary to alter this at short notice as a result of circumstances or events outside our control such as adverse weather or road conditions or any of those amounting to force majeure (see paragraph 13), or due to the operating conditions imposed by owners and operators of accommodation, facilities and transport. Your itinerary will, however, be the same in content as far as is reasonably possible, unless circumstances beyond our control make this impossible. Should weather conditions involve you in extra costs such as accommodation, transportation, and meals, these will be borne by mutual agreement between us.

19. Changes and cancellation by us: As referred to above, we may have to make changes to and correct errors in advertised and confirmed details and cancel confirmed bookings which we must reserve the right to do. Please note, our group trips may require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a trip has not been received, we are entitled to cancel it. We will notify you of cancellation for this reason no less than 28 days prior to departure.

Most changes are minor. Occasionally, we must make a "significant change". A significant change is a change made before departure which we can reasonably be expected to have a major effect on your trip. If we must make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

1. (For significant changes) accepting the changed arrangements; or
2. Purchasing an alternative trip from us, of a similar standard to that originally booked if available. We will offer you at least one alternative trip of equivalent or higher standard for which you will not be asked to pay any more than the price of the original trip. If this trip is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the trip, we specifically offer you, you may choose any of our other than available trips but you must pay the applicable price of any such trip. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel we will, where appropriate, pay you the reasonable compensation depending on the circumstances and when the significant change or cancellation is

notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted where:

1. We are forced to make a change or cancel because of unusual and unforeseeable circumstances beyond our control such as force majeure, the consequences of which we could not have avoided even with all due care; or
2. Where applicable, we must cancel because the minimum number of bookings necessary for us to operate your trip has not been reached (see above).

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Very rarely, we may be forced by "force majeure" (see clause 19) to change or terminate your trip after departure but before the scheduled end of your time away. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

21. In these booking conditions, "**force majeure**" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, significant risks to human health such as the outbreak of serious disease at the travel destination, adverse weather conditions, fire and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure".

22. **Third Party Service Providers:** The Travel Agent provides Clients with travel and/or other services either acting as itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines ('collectively referred to as 'the Principal'). The Travel Agent represents the Principal as agents only and accordingly accepts no liability for any loss, damage, injury, illness, harm or death which any Client may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfil their 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. The contract in use by the Principal (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the Principal and the Client and any right of recourse the Client may have, will be solely against the Principal. The Travel Agent will provide the identity and terms and conditions (or access thereto) of all the Principals relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarize themselves with such terms and conditions ('the Principal's Conditions').

23. **Car Hire:** These contracts ('Car Hire T&C') are onerous & include absolutely no fault and strict liability provisions. These Car Hire T&C must be read very carefully and anything you don't understand or any misapprehensions you may have must be discussed with the car hire consultant BEFORE you sign the Car Hire T&C. Please note that you will be liable for all traffic fines and toll fees. We strongly recommend 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 & 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.

24. Complaints. In the unlikely event that you have any reason to complain or experience any problems with your trip whilst away, you must immediately inform your trip guide or our local agent (if we have one) and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our trip guide / local agent and the supplier as soon as possible. If any complaint or problem is not resolved to your satisfaction by the trip guide, local agent or supplier, you must contact us using the contact details we have provided you with during your trip, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 14 days of the end of your trip giving your booking reference and full details of your complaint. For all complaints and claims which do not involve death, personal injury, or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

25. Your contract: We both agree that South African law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim (and whether involving any personal injury) which arises between us must be dealt with by the courts of South Africa only.

