

# **STANDARD TERMS AND CONDITIONS AND USER AGREEMENT FOR PAS TRAVEL (PTY) LTD TRADING AS PERFECT AFRICA**

## **TERMS OF SERVICE AND ENGAGEMENT**

IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002 AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING, AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE PERFECT AFRICA WEBSITE, WEBPAGES, OR ANY PART THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST LEAVE THE PERFECT AFRICA WEBSITE NOW, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

## **DEFINITIONS AND INTERPRETATIONS**

1. "Perfect Africa website" means the website owned and operated by PAS Travel (Pty) Ltd and located at [www.perfectafrica.com](http://www.perfectafrica.com)
2. References herein to the singular include the plural and vice versa, words importing one gender includes the other two genders, and natural persons include created entities (corporate or incorporate) and vice-versa;
3. "Perfect Africa" means PAS Travel (Pty) Ltd, a private company, registered in terms of the laws of South Africa and having registration number 2007/027872/07;
4. "the client"/"you" means the person who engages with Perfect Africa for the delivery of travel services; and all/any person/s named on the Perfect Africa reservation forms (whether it be a provisional or confirmed reservation forms) and who contracts with Perfect Africa on the terms and conditions set out herein. The client shall also include any agent who makes any booking of third party clients in respect of a reservation. Such agent, as well as the persons named on the provisional and the confirmed reservation form, shall be jointly and severally liable to Perfect Africa for the performance of their obligations in terms of this document, as well as any contract/s made pursuant hereto;
5. The "User" refers to any person who engages in any way with the Perfect Africa website;
6. "services" means the provision of travel and/or other services as an agent for and on behalf of principals and/or other agents engaged in or associated with the travel industry, including, inter alia, airlines, car hire, tour operators, hotels, shipping companies, and other providers of air, land sea or any other travel arrangements, products or services and including, hotel, lodge, backpackers' and bed & breakfast accommodation, National Park Reservations, transfer reservations, air charter reservations, scheduled departure safari reservations, set departure tour reservations, day tours, excursions and adventure activities reservations, and shall include any other services incidental to any of the foregoing ( and collectively hereinafter referred to as the "suppliers" or "third party" suppliers);
7. "parties" mean Perfect Africa and the client (or "you") and party means any one of them;
8. "Third party", "supplier", "service supplier" all refer to the principal.

## 1. GENERAL

Perfect Africa is a specialist luxury African safari and travel tour operator / broker. Expert travel and safari consultants provide in-depth travel advice and tailor-make holiday itineraries for clients. Perfect Africa acts as an agent for and on behalf of the client in procuring travel services. As such Perfect Africa shall procure services for and on behalf of the client as agent for the client with the relevant principle/s concerned. Perfect Africa shall, under no circumstances, be liable for the acts and omission, loss, damage, accident or delay caused by the relevant principle concerned.

## 2. APPLICABILITY OF STANDARD TERMS & CONDITIONS

All and any business or contracts undertaken or advice, information or services rendered by Perfect Africa, in connection with the services, whether gratuitous or not, is undertaken and provided in accordance with these standard terms and conditions of contract.

## 3. ALLOWED USE AND LICENSE OF THE WEBSITE

- 3.1. Perfect Africa licenses the User to view, download and print the content of the Perfect Africa website provided that such content is used for private, personal, educational and/or non-commercial purposes only;
- 3.2. Content from the Perfect Africa website shall not be used or exploited by any person for any commercial and non-private purposes without the prior written consent of Perfect Africa.
- 3.3. Persons may only access, browse and use the Perfect Africa website for legitimate personal or commercial purposes.
- 3.4. If any Person uses the content from the Perfect Africa website in breach of the provisions herein:
  - 3.4.1. Perfect Africa reserves the right to claim damages from that Person,
  - 3.4.2. Perfect Africa reserves the right to institute criminal proceeding against that Person,
  - 3.4.3. Perfect Africa shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of the content by the Person or any third party who obtained the content from said Person
- 3.5. No person may frame the Perfect Africa website, in any manner whatsoever, without the prior written consent of Perfect Africa.
- 3.6. Apart from bona-fide search engine operators and use of the search facility provided on the Perfect Africa website by any Person, no Person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search, collect or copy content from the Perfect Africa website for any purposes, without the prior written consent of Perfect Africa.

## 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. All intellectual property on the Perfect Africa website, including but not limited to content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of, or licensed to, Perfect Africa and as such are protected by domestic and international legislation and treaties. No person may use logos, icons or trademarks from the Perfect Africa website as hyperlinks or for other purposes without the prior written consent of Perfect Africa.

## **5. APPLICABLE LAW**

- 5.1. The Perfect Africa website is created, maintained and controlled in the Republic of South Africa and as such, the laws of the Republic of South Africa and the jurisdiction of the South African Court govern this user agreement and the use or inability to use this site.
- 5.2. This agreement is governed by the laws of the Republic of South Africa and you hereby submit to the non-exclusive jurisdiction of the South African Courts. These standard terms and conditions and all agreements entered into between Perfect Africa and the client pursuant thereto, and on the terms thereof shall be governed by and construed according to the laws of the Republic of South Africa, irrespective of the place where the agreement/s were entered into.
- 5.3. The parties agree that save to the extent stated in this Agreement, no conditions, warranties or representation, whether oral or written and whether express or implied whether by statute or otherwise, shall apply hereto.
- 5.4. No indulgence, leniency, or extension of time which Perfect Africa may grant or show to you shall in any way prejudice Perfect Africa or preclude Perfect Africa from exercising any of its rights against you in the future.
- 5.5. This document reflects the only and full agreement between you and Perfect Africa and any variation and/or extension thereof shall not be valid unless agreed to both by the Parties in writing.
- 5.6. In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by Perfect Africa, this document will always have preference.
- 5.7. No variation or alteration of these standard terms and conditions of contract shall be binding on Perfect Africa unless embodied in a written document signed by a member of Perfect Africa. Any purported variation or alteration of these standard terms and conditions of contract otherwise than as set out above shall be of no force or effect, whether such purported variation is written or oral, or a combination of both.

## **6. AGREEMENT**

- 6.1. The information contained on this site is an invitation to do business and not an offer. If you forward an offer to us, Perfect Africa shall indicate their acceptance thereof by return mail. Perfect Africa act herein as an agent for our respective business partners and suppliers (the principles) and therefore any agreement resulting from the acceptance of an order is deemed to be an agreement between the relevant business partner (principle) and yourself.

## **7. PRIVACY**

- 7.1. Perfect Africa will keep all personal information you give us as strictly confidential and no personal information will be made available to third parties, unless obliged to do so by law or legal process.
- 7.2. When you forward personal information Perfect Africa will use a secure server to transfer any such information and we will protect such information from unauthorised access and use.
- 7.3. This site may use "cookies" to customise it and make your visit to us more user friendly. Cookies cannot harm your computer in any way and are an industry standard. They are small text files that contain only information provided by you, the visitor, to the website.
- 7.4. Furthermore, our users may configure their browsers to not accept our cookies. Perfect Africa may send e-mail messages to our customers with news and special offers and users may, by return mail, indicate whether they would prefer not to receive any such mail in future.

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## 8. DISCLAIMER AND LIMITATION OF LIABILITY

- 8.1. Although Perfect Africa endeavors to provide accurate, up- to-date and truthful information on this site, neither Perfect Africa nor any of its employees, agents and associates make any representations or give any warranties, whether expressly, tacitly or implied, as to the operation of the site, the information, content, materials and products included and available from this site.
- 8.2. Perfect Africa, its employees, agents and associates will not be liable for any damage of whatsoever nature arising or resulting from the use of or inability to use this site or the information contained hereon, including but not limited to direct, indirect, incidental, punitive and consequential damage.
- 8.3. Information, ideas and opinions expressed on the Perfect Africa website should not be regarded as professional advice or the official opinion of Perfect Africa and all Persons are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Perfect Africa website.
- 8.4. The Perfect Africa website contains content provided by third parties and hyperlinks to other sites. Perfect Africa does not screen or filter such content or the other sites or information available from the other sites, and therefore does not accept any liability for defamatory, illegal or criminal content contained on those sites. We encourage our users to report any infringement, illegal or criminal content found on any of the sites available through links from this site in order to investigate whether such a link should be removed. Due to the variation of season our rates are purely an indication and whilst we do our level best to maintain the accuracy these are indicative.
- 8.5. Perfect Africa may provide hyperlinks to websites not controlled by Perfect Africa and such links do not imply any endorsement, agreement with or support for the content of such target sites.
- 8.6. Perfect Africa shall not be liable to any client or Persons using any of its services for any claim of whatsoever nature in connection with the provision of services (whether in contract or delict) and whether the damages for personal injury or property, howsoever arising, including, but without limiting the generality of the aforesaid:
- i. Any negligent act or omission or statement by Perfect Africa, its servants, employees or agents; any grossly negligent act or omission or statement by Perfect Africa, its servants, employees or agents; unless:
  - ii. such claim arises from the willful misconduct of Perfect Africa, its servants, employees or agents;
  - iii. Perfect Africa receives written notice from the client no later than 7 calendar days from the event giving rise to the claim in question and, failing such notice, the client shall have no claim against Perfect Africa.
- 8.7. Notwithstanding anything to the contrary contained in these standard terms and conditions of contract, Perfect Africa shall under no circumstances whatever, be liable for any indirect or consequential loss/es, howsoever caused for or suffered by the client.

## **9. INTERCEPTION OF COMMUNICATIONS**

- 9.1. Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Perfect Africa's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the Perfect Africa website, its staff and employees; and
- 9.2. The User agrees and acknowledges that the consent provided by the user in clause 9.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

## **10. BOOKING AND PAYMENT TERMS AND CONDITIONS**

- 10.1. In order to confirm any clients' reservation, Perfect Africa requires a 30% deposit payment at the time of confirmation on any booking. This amount must be credit to the Perfect Africa account within 48 hours of confirmation. The deposit constitutes part of the booking conditions and Perfect Africa reserves the right, without prejudice to any other rights it may have, to cancel any booking in the event of the deposit not being received by the due date specified. Any such deposit is strictly non-refundable. The balance of payment is due 8 weeks (60 days) prior to the commencement date of your itinerary. Bookings made within 8 weeks (60 days) prior to departure are subject to full prepayment at the time of confirming the reservation. Full payment is due at time of confirmation for air tickets and / or where the booking value is less than R10 000.00.
- 10.2. If you need to cancel or change your travel plans, it is your responsibility to notify Perfect Africa in writing.
- 10.3. All payments to be made by a client to Perfect Africa shall be free of exchange, deduction or set-off or whatsoever nature. Payments shall be made by the client to Perfect Africa by way of cash, direct transfer, forex transfer or by credit card. The client shall provide Perfect Africa forthwith, upon making any payment, with written proof thereof in the form of a deposit slip, remittance advice or credit card authorization form. The relevant reference number for the booking shall at all times be reflected on the proof of payment;
- 10.4. The quoted booking price is based on, inter alia, fares, hotel prices, land costs and other relevant costs prevailing at the date of Perfect Africa's quotation. The Client agrees that in the event of there being any increase in any such costs prior to receipt by Perfect Africa of the final payment, such increase shall be for the Clients account (unless otherwise agreed to in writing by Perfect Africa or the supplier concerned) and shall be payable, without deduction or set-off, simultaneously with the final payment contemplated in this document, failing which Perfect Africa reserves the right to withhold all travel documentation and related services. Any revision in quotes will be commensurate with the change in the currency exchange rates or the increase in the amounts payable. In the event of the client disputing the quantum of such increase, it shall be referred forthwith to the accounting officer of Perfect Africa for determination, who, in such determination, shall act as expert and not as arbitrator, and whose decision shall be final and binding on Perfect Africa and the client, and accordingly not subject to appeal;
- 10.5. As such any increase in the booking price occasioned by the fluctuation in rates of currency exchange between the date of quotation and the date of final payment below shall be for the Clients account. Any increase occasioned by the fluctuation in the rates of exchange shall be payable, without deduction or set-off, simultaneously with the final payment;
- 10.6. All quotations given by Perfect Africa in connection with the services to a client shall be in writing. Such quotations shall be inclusive of South African value added tax (where applicable). Acceptance of any quotation by a client shall be in writing. Perfect Africa reserves the right to

amend and increase any quotation, even after acceptance by the client, in the event of any adverse currency fluctuations, increases in Government or Statutory levies, increases levied by third party suppliers, such as airlines, providers of accommodation and transportation and other third party suppliers, in respect of the services.

- 10.6.1. Please note that should you have been quoted in US Dollars and wish to settle payment by means of a credit card, your quotation will be converted to South African Rand prior to the transaction being processed due to foreign exchange regulations by the South African Reserve Bank. The Dollar / Rand rate of exchange on the day that the transaction is processed will be used to determine the equivalent Rand amount with any resulting foreign exchange differences or bank charges being for the client's account. The South African Reserve Bank prohibits South African companies from taking foreign credit card payments and keeping the payment in foreign currency. The payment has to be converted to South African Rand before it is credited to the recipient.
- 10.6.2. Clients are welcome to settle payment by means of a bank transfer – in this instance the amount will be converted by your bankers on presentation of our invoice. It is the client's responsibility to inform and instruct their bankers that the net invoice amount must equal the funds clearing into the Perfect Africa bank account and that ALL bank charges are for the client's account.
- 10.6.3. In cases where a part of a clients holiday is billed by the suppliers (principals) to Perfect Africa in US Dollars, should the client wish to avoid any future currency related billing variances they may, if agreed to in writing by Perfect Africa, pay the whole or part of the amount of either their deposit or their full payment owing on any booking, into Perfect Africa's US Dollar account by means of a bank transfer. This would allow the client to avoid any currency related price fluctuations and billing variances associated with payment to these suppliers. In such cases Perfect Africa will provide the client, upon written request, with both a Dollar amount and, if also applicable a Rand amount, owing for their vacation. All standard terms and conditions remain the same.

#### **10.7. Summary of the booking process:**

- 10.7.1. In order to confirm any clients' reservation, Perfect Africa requires a 30% deposit payment at the time of confirmation on any booking. This amount must be credit to the Perfect Africa account within 48 hours of confirmation.
- 10.7.2. Final payment for any booking must be irrevocably credited to the account of Perfect Africa at least 60 days prior to the date of departure, unless specific arrangements have been made with and confirmed in writing by Perfect Africa;
- 10.7.3. Any bookings made less than 60 days prior to the departure date must be accompanied with full and final payment, unless otherwise agreed to in writing by Perfect Africa;
- 10.7.4. Final invoicing is based upon the confirmation price, less any deposit paid, plus any additional charges (including but not limited to any disbursements incurred by Perfect Africa for and on your behalf, and any currency fluctuations resulting in an increase in costs from the time of quotation to the time of final payment) that may have accrued in terms of this agreement. Payment of any such invoice and/or statement must be made in full, without deduction or set-off, on the due date therefore, notwithstanding cancellation of all or any part of the services booked by Perfect Africa;
- 10.7.5. Failure to make final payment on the confirmed due date will lead to cancellation of booked services and the loss of all monies paid to date.

## 11. FLIGHTS AND LIABILITY

- 11.1. Please note that in the event of flights being booked and secured by Perfect Africa on behalf of the client, payment is required by credit card because of the time delay of securing funds to us when paying by bank transfer. In addition to this, when booking flights with Perfect Africa, we require a copy of all passengers' passports and the full passenger names and passport details written in an email sent to Perfect Africa. Airlines require the full names of passengers as printed on the passports and will not accept changes once tickets are issued. It is a security procedure which will ensure there are no discrepancies. Perfect Africa accepts no responsibility for incorrect passport numbers or incorrect spelling of full names. Please ensure to provide accurate information to your Perfect Africa Travel Consultant.
- 11.2. Air transportation will be economy class unless otherwise stated. The airfare and airport tax, which are quoted, are current and are subject to change without prior warning should the airline impose an increase in rates for any reason. Should the fare quoted not be available at the time of booking the next applicable fare will be booked and amended costs advised accordingly. Please note that fares may increase between time of booking, time of payment and the ticket being issued. Any increase in air fares shall be payable on demand by Perfect Africa by the client,
- 11.3. Perfect Africa cannot be held responsible should airlines discontinue flights on certain routings or change scheduled timetables resulting in missed connections. Should an amendment in routing or itinerary be necessary, any additional costs incurred will be borne by you and shall be payable to Perfect Africa on demand.
- 11.4. Due to recent international events, many airlines / airports have extended the check in times of both domestic and international flights. Perfect Africa cannot be held responsible for any delays or circumstances that may result in a client missing their flight or subsequent transfers. Throughout the entire booking process, it is your responsibility to ensure that enough time has been calculated in order not to miss connecting flights and transfers.
- 11.5. In the case of a lost air ticket, it may be possible to reissue the ticket for a fee. A new ticket may have to be purchased at the current fare price. You may then apply for a lost ticket refund by completing the appropriate form. The airline will refund the lost ticket 30 days after the expiration of the lost ticket, provided it has not been used or refunded;
- 11.6. Lost air tickets which cannot be re-issued are refunded at the sole discretion of the airline and these refunds can take up to one year to be authorized;
- 11.7. Please note that for each air ticket there are additional terms specific to that fare. You must read the FLIGHT RULES for each ticket. These will be provided by your Travel Consultant;
- 11.8. In relation to flight tickets, you are required to use all flight coupons in sequential order. If this requirement is not met, the airline may void the ticket;
- 11.9. The onus rests on you to carefully check and correct any mistakes in your flights reservation request and in any confirmation thereof received from the airline via Perfect Africa;
- 11.10. Airfares and prices displayed include pre-paid taxes only where specified and are subject to airline availability. Fares and prices are not guaranteed until you receive a confirmation e-mail and your credit card has been charged. Airline fare conditions and class of travel may change at any time. Routing restrictions and other special conditions may apply. Airfares may change without notice;
- 11.11. All onward and return flights must be reconfirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey, unless you are specifically informed otherwise by the airline.

## 12. BOOKING LIABILITY, CHANGE OF ARRANGEMENTS, ROUTES AND PRICES

- 12.1. "The booking" or "reservation" refers to all or part of the Travel Arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of the Client with the suppliers, and excludes services of a peripheral nature;
- 12.2. Perfect Africa represents airlines, tour operators, service suppliers and other travel organizations in the capacity of an agent only and accordingly, on receipt by Perfect Africa of any booking (which booking shall be deemed to constitute your acceptance of these terms and conditions) Perfect Africa shall transmit any such booking to the supplier concerned and endeavor to secure all reservations and arrangements timeously;
- 12.3. Please note that all vouchers, receipts and tickets are issued are also subject to the terms and conditions specified by the suppliers. Client acceptance of the vouchers or tickets and/or the Client utilising the services comprising any Perfect Africa tour or package will be deemed to constitute the Clients acceptance of the suppliers' terms and conditions. The terms and conditions of Perfect Africa will also be applicable and you, the Client, will be liable on the terms provided for herein.
- 12.4. Whilst Perfect Africa will take reasonable steps to secure your reservations timeously and to ensure your comfort and safety, participation in any tours or packages offered by the suppliers (including transportation to and from any venues) is at your own risk. Accordingly, you and any person on whose behalf you have booked, will have no claims (whether for loss, damage, injury, accident, delay or inconvenience to any person and/or their luggage or other property) against Perfect Africa, its employees agents and assigns (including any holding, parent, subsidiary, affiliated or associated company or any representative thereof), howsoever such loss may occur and whether the same shall arise from or be occasioned by the negligence of the indemnified parties or otherwise; and
- 12.5. The suppliers may be indemnified against any liability for any damage or loss (howsoever arising) that you may suffer in that they act as agents themselves or have contracted out of liability and it is therefore recommended that you take out adequate insurance cover.
- 12.6. Perfect Africa will endeavor to timeously confirm the status of any booking in writing. Where Perfect Africa is unable to do so, failure to provide written confirmation shall not negate the validity and/or conditions of the booking, nor will Perfect Africa's failure to do so constitute an act of negligence or breach on its part.
- 12.7. In the event of the Client wishing to amend his reservation in any way, Perfect Africa may elect, in its sole discretion and without obligation, to do so, to charge an amendment fee as it deems necessary.
- 12.8. The Client shall be obliged to advise Perfect Africa in writing on the booking reservation form of any special requests, needs or facilities required by him due to medical needs, requirements relating to disabilities, special dietary requirements and refrigeration for the storage of insulin and other medically prescribed drugs, and any other requirements incidental thereto. The costs of complying with such special requests, needs or facilities shall be borne by the client and shall be payable on demand. If for any reason such requests are not met during the time of the Clients travel, whether by direct fault of Perfect Africa or not, the Client shall have no claim against Perfect Africa for any damages suffered.
- 12.9. In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of Perfect Africa, it is understood that expenses relating to such unscheduled extensions (e.g., hotel accommodation) will be for your account and Perfect Africa cannot be held liable therefore.



- 12.10. In the event that any supplier is unable to provide the service booked on behalf of the Client, Perfect Africa will endeavor to offer the Client alternative arrangements of similar classification and in the same area, wherever possible. Should the Client be unwilling or unable to accept the alternative arrangements offered by Perfect Africa, any refunds to which the Client may be entitled is subject to the terms and conditions of the relevant supplier and to the terms for cancellation provided for herein. Any refund in respect of any commission paid or payable to Perfect Africa shall be at the sole discretion of Perfect Africa.
- 12.11. Whilst every effort is made to adhere to the confirmed itineraries, Perfect Africa reserves the right to effect changes should this be deemed necessary. In such cases, where an alteration to the tour itinerary is necessitated by, for example, a change in weather conditions, this does not constitute a ground for a refund.

### **13. CANCELLATIONS AND REFUNDS**

- 13.1. Cancellations of confirmed bookings may only take place according to the procedure outlined in this clause. All requests for cancellations shall be made by you in writing to Perfect Africa and shall only be effective on the date of actual receipt by Perfect Africa.
- 13.2. Perfect Africa will endeavour to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, Perfect Africa reserves the right to claim the services, administration, communication and cancellation charges which will include, but not be limited to, any charges levied by any supplier against Perfect Africa in respect of such booking;
- 13.3. The following cancellation fees shall be applicable and shall be calculated as follows:
  - 13.3.1. Cancellation prior to 8 weeks of travel – Full 30% deposit is forfeited;
  - 13.3.2. Cancellation 8 – 4 weeks prior to travel - 50% of total booking cost is forfeited
  - 13.3.3. Cancellation less than 4 weeks prior to travel - 100% of total cost is forfeited
- 13.4. The amount of days notice given by the client is calculated as date of receipt by Perfect Africa of a client's cancellation request, less the date of embarkation by the client. For the avoidance of any doubt, "embarkation" shall mean the date on which a client is booked to commence travel, an excursion or any activity for which the services are booked, whichever is the greater value.
- 13.5. Refunds shall not be given to clients who arrive early, late or who do not show for a booking. In the event of you during the course of a booking terminating it for whatever reason, no refund shall be made unless with the prior written approval of a member of Perfect Africa.
- 13.6. Notwithstanding the detail as to the calculations provided in clause 12.3 above, it is specifically recorded that Perfect Africa retains the right to exercise its discretion and charge any reasonable fees for cancellation with the above calculations acting as guidelines only.
- 13.7. Any cancellation of any air ticket for and on your behalf will be subject to the relevant airline's applicable terms and conditions applicable to the fare type chosen by you. You acknowledge and agree that any cancelled airline tickets presented for refund will be subject to delays of 30 to 60 days and that any such refund may be denied by the airline. Perfect Africa will endeavour to expedite any such refund owing to you but will only be obliged to refund any such amounts to you on receipt thereof from the relevant airline.
- 13.8. Perfect Africa reserves the right to discontinue and summarily cancel any booking in respect of which payment has fallen in arrears, and in the event of this right being exercised, the full balance

still owing shall immediately become due and payable on demand.

#### **14. RIGHT OF RETENTION**

14.1. Until such time as Perfect Africa has received payment in full for the services as set out in the confirmed booking reservation, all documentation, including without limited the generality thereof, airline tickets, vouchers for accommodation, excursions, meals and transportation (all of which hereinafter referred to as "the documents") will not be issued or handed over to the client. The provisions of this clause shall entitle Perfect Africa so as to give it a right of retention or lien in respect of the documents.

#### **15. ITEMS NOT INCLUDED IN BOOKING**

- 15.1. Certain items are not included in the cost of the booking. These costs which are your responsibility include, but are not limited to the costs of insurances as referred to in clause 15 below, insurance cover for cancellation and curtailment, repatriation costs, medical expenses, emergency evacuation, gratuities and beverages, optional meals and any optional excursion not reflected on the booking reservation.
- 15.2. Furthermore, all costs with regard to any complying with any special requirements, as outlined shall be borne by the client.

#### **16. TRAVEL AND MEDICAL INSURANCE**

- 16.1. All clients are advised to take out comprehensive medical insurance covering them for personal effects, personal accident, medical and emergency travel expenses, cancellation and curtailment. You will be responsible for arranging and effecting adequate such insurance cover for yourself, your dependants and/or traveling companions for the duration of the booking for which you have reserved.
- 16.2. This insurance cover should include cover in respect of, but not limited to, as a minimum, the following eventualities: any expenses associated with cancellation or curtailment of a booking reservation; emergency evacuation and medical expenses; personal injury, repatriation expenses; damage / theft / loss of personal baggage, money and goods.
- 16.3. Under no circumstances shall Perfect Africa, its representatives, employees or members be responsible for any costs, losses incurred or suffered by you, your dependants or traveling companions with regard to, but not limited to, the above eventualities.
- 16.4. You hereby acknowledge that it is your responsibility to take travel insurance and that the cost thereof will be for your account.
- 16.5. Perfect Africa requests that you provide us with your insurance provider's name together with the policy number and emergency contact telephone number in case of emergency whilst you are travelling

#### **17. CONSENT TO RISKS ASSUMED**

- 17.1. You hereby consent to the risks inherent in "wildlife adventure travel" and travel to an African country, and warrant that you are aware of such risks and undertakes the tours, safaris, wildlife and other excursions in connection with the services with full knowledge and appreciation thereof

and at your own risk.

## **18. PASSPORTS, VISAS AND MEDICAL REQUIREMENTS**

- 18.1. You must ensure that prior to embarking on the travels your passport and visas, and those of your dependants and traveling companions are valid for the countries to be visited. Such responsibility shall also extend to vaccinations and other medical certificates, and all other travel documents, including traveller's cheques, where applicable. Perfect Africa will not be liable in any way whatsoever for any matters relating to passports, entry permit/visa and vaccinations/inoculations.
- 18.2. Perfect Africa does not accept any responsibility for changes in medical requirements or regulations for visas or any particular visa requirements. Should you be refused entry to any country, due to incorrect or incomplete documentation or failure to comply with that country's medical requirements, Perfect Africa shall not be liable for any costs of whatsoever nature occasioned thereby.
- 18.3. It is your responsibility to be aware of malaria, yellow fever and other potential diseases when traveling to Africa. You, as client must take all necessary vaccinations and precautions, as are required in the prevention of these diseases, which are endemic to certain regions of Africa. You shall therefore prior to embarking for the services for which you are booked attend at your medical practitioner or a travel clinic to obtain the necessary vaccinations, medication and advice. Perfect Africa does not accept any responsibility whatsoever for you being refused entry to any country due to incorrect or incomplete health documentation or vaccinations.
- 18.4. You should be medically fit, in good health and able to embark upon a trip. If you have any pre-existing medical condition or illness, you must declare the true nature of such condition at the time of booking and make arrangements for the provision of any drugs or other cause of treatment, which may be required during your trip. In some cases, you will be required to provide a medical statement from a medical practitioner to confirm that you are fit to travel.
- 18.5. Please note that anyone traveling to Southern Africa must have two consecutive blank pages in their passport which lie side by side when the passport is open (i.e. a left and a right hand page). Passengers traveling to Southern Africa with passports which do not comply with these requirements, will either be stopped from boarding the aircraft or risk deportation on arrival in Southern Africa. In addition, a parent traveling with children, without the other parent, will need a letter of consent from the absent parent. The letter of consent must be certified by the police.

## **19. CHILD POLICY**

- 19.1. A child of 12 years and older will automatically be regarded as an adult and charged the full adult rate for all services provided unless otherwise agreed in writing by Perfect Africa.
- 19.2. Certain suppliers offer a discounted rate to children under 12 years old, however rates will be advised according to the itinerary requested at the time of booking.
- 19.3. Certain accommodation establishments refuse permission to children under the age of 12 years, such as certain private game lodges and hotels. Acceptance of children is therefore subject to the availability of family units and specific conditions implemented by the supplier.
- 19.4. Suppliers, which allow children under 12, may have restrictions regarding activities, in which children may partake. This is at the discretion of the supplier and needs to be confirmed with Perfect Africa at the time of booking, who cannot be held liable for any changes to child policy.

## 20. NON-WAIVER

- 20.1. No extension of time or relaxation of any of the provisions of these standard terms and conditions of contract shall operate as an estoppel against Perfect Africa in respect of its rights herein, nor shall it operate so as to preclude Perfect Africa thereafter from exercising its rights strictly in accordance with these standard terms and conditions.

## 21. ENTIRE AGREEMENT AND SEVERABILITY

- 21.1. These terms and conditions constitute the entire agreement between Perfect Africa and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Perfect Africa from the User;
- 21.2. Any failure by Perfect Africa to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and
- 21.3. In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

## 22. CHANGE TO USER AGREEMENT

- 22.1. Perfect Africa reserves the right to make changes to this site and this user agreement at any time without notice.

**Note: Perfect Africa acts as an agent only and is not liable for any loss, damage, accident, delay or inconvenience caused by the principal as defined.**

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