

## Terms and Conditions to Contract between Traveler and South Africa Travel and Tours

It is important that you carefully read these terms and conditions (these “*Terms and Conditions*”) because they set forth the provisions of the contract between you and South Africa Travel and Tours, LLC, a Massachusetts limited liability company (referred to herein as “*we*”, “*us*”, “*our*” and “*SATT*”). These Terms and Conditions are incorporated into SATT’s standard booking form as they were set forth in full in that document. The term “*you*” refers to the customer who utilizes the services of SATT to book travel arrangements or travel and, in the case of customers that desire to book travel arrangements as a group or travel as a group, the term “*you*” refers to all members of the group collectively. By utilizing the services of SATT, you agree to be bound by these Terms and Conditions. If you fail to accept all of these Terms and Conditions, we will not be able to arrange or confirm any booking for you. Be sure to return to this page periodically to review the most current version of these Terms and Conditions because we reserve the right, at any time and at our sole discretion, to supplement, change or otherwise modify these Terms and Conditions without prior notice, and your continued utilization of our services signifies your acceptance of the then current version of these Terms and Conditions.

### 1. Advance Individual Travel Bookings

a. Except in the case of a group booking for group travel (which is addressed in Section 2 of these Terms and Conditions), each customer must complete, sign and deliver to SATT a booking form by not later than forty-five (45) days before the date on which your travel is scheduled to commence (or by no later than such later date as SATT may designate in writing). After SATT receives and accepts your properly completed booking form, SATT will furnish an invoice/conditional confirmation to the customer setting forth the estimated cost of your travel and other payment terms.

b. Within seventy-two (72) hours following the time that SATT sends you an invoice/conditional confirmation of your booking, you must pay SATT a **NONREFUNDABLE** deposit equal to not less than the sum of (a) the total amount of the cost of airfare, *plus* (b) twenty-five percent (25%) of all other costs of your booking. You must pay SATT the unpaid balance of the cost of your travel by not later than thirty-five (35) days before the date on which your travel is scheduled to commence. **YOUR FAILURE TO PAY SATT IN A TIMELY MANNER ANY OF (i) THE NONREFUNDABLE DEPOSIT, (ii) THE UNPAID BALANCE OF THE COST OF YOUR TRAVEL, OR (iii) ANY OTHER AMOUNT DUE AND PAYABLE BY YOU, SHALL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING AND LOSS OF YOUR DEPOSIT AND OTHER PAYMENTS YOU SHALL HAVE MADE.**

c. Notwithstanding the foregoing, some bookings require full payment at the time of booking (that is prior to the time that we are able to provide a confirmation to you). Under those circumstances and after you pay for such a booking, if we are unable to secure confirmation, you will be refunded the amounts associated with such advance payment in full.

## 2. Advance Group Travel Bookings

a. Except as provided in paragraph c. of this Section, in the case of a group booking for group travel, each member of the group must complete, sign and deliver to SATT a booking form by not later than forty-five (45) days before the date on which your travel is scheduled to commence (or by no later than such later date as SATT may designate in writing). A booking form must be properly completed, signed and delivered by each traveler in your group and each traveler's booking form must include a designation of one or more members of your group who shall be authorized to act as each traveler's agent(s) and representative(s) to complete your travel arrangements who possess the power and authority to legally bind the traveler (the "**Group Representative(s)**"). Group Representative(s) shall also have the power and authority to act on behalf of each member of a group until each such traveler completes his or her travel, and shall have the power and authority to authorize all subsequent additions, updates and other modifications to any preliminary arrangements that are made. In the case of group bookings, after SATT receives and accepts properly completed booking forms from each member of your group, SATT will furnish invoices/conditional confirmations to the Group Representative(s) that set forth the estimated cost of travel and other payment terms applicable to each traveler in your group.

b. Except to the extent provided in the next paragraph of this Section, within seventy-two (72) hours following the time that SATT sends you an invoice/conditional confirmation of your booking, you must pay SATT a **NONREFUNDABLE** deposit equal to not less than the sum of (a) the total amount of the cost of airfare, *plus* (b) twenty-five percent (25%) of all other costs of your booking. You must pay SATT the unpaid balance of the cost of your travel by not later than thirty-five (35) days before the date on which your travel is scheduled to commence. **YOUR FAILURE TO PAY SATT IN A TIMELY MANNER OF ANY OF (i) THE NONREFUNDABLE DEPOSIT, (ii) THE UNPAID BALANCE OF THE COST OF YOUR TRAVEL, OR (iii) ANY OTHER AMOUNT DUE AND PAYABLE BY YOU SHALL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING AND LOSS OF YOUR DEPOSIT AND OTHER PAYMENTS YOU SHALL HAVE MADE.**

c. Provided that each member of your group properly completes, signs and delivers to SATT a booking form acceptable to SATT, we may make preliminary reservations for air travel only for a group of travelers not less than seventy-five (75) days prior to commencement of travel. By no later than seventy-five (75) days prior to commencement of travel, you must pay SATT an amount equal to the total cost of such airfares, which amount shall be **NONREFUNDABLE**. Thereafter, your Group Representative(s) must continue to work with us to complete the other components of the group's travel arrangements by not later than forty-five (45) days before the date on which your travel is scheduled to commence (or by no later than such later date as SATT may designate in writing). You must pay SATT the unpaid balance of the cost of your travel by not later than thirty-five (35) days before the date on which your travel is scheduled to commence. **YOUR FAILURE TO PAY SATT IN A TIMELY MANNER OF ANY OF (i) THE NONREFUNDABLE AMOUNT FOR YOUR AIRFARE, (ii) THE UNPAID BALANCE OF THE COST OF YOUR TRAVEL, OR (iii) ANY OTHER AMOUNT DUE AND PAYABLE BY YOU SHALL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING AND LOSS OF YOUR DEPOSIT AND OTHER PAYMENTS YOU SHALL HAVE MADE.**

**IN ADDITION, FAILURE BY YOUR GROUP REPRESENTATIVE(S) TO COMPLETE YOUR TRAVEL ARRANGEMENTS WITH SATT IN A TIMELY MANNER SHALL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING AND LOSS OF ALL OF YOUR PAYMENTS.**

d. Notwithstanding the foregoing, some group bookings require full payment at the time of booking (that is prior to the time that we are able to provide a confirmation to you). Under those circumstances and after you pay for such a booking, if we are unable to secure confirmation, you will be refunded the amounts associated with such advance payment in full.

**3. Late Travel Booking**

In the event that your booking is made less than thirty (30) days before the date on which your travel is scheduled to commence, then you must pay SATT the total cost of your travel arrangements at the time of booking, and that total amount paid shall be **NONREFUNDABLE**.

**4. Late Booking Communication Expenses**

If a booking is made less than seven (7) days before the date that your travel is scheduled to commence, SATT reserves the right to charge you for any extra communications and other similar expenses that it incurs. You agree to pay in full all of these communications and other similar costs and charges immediately upon SATT notifying you of such costs and charges.

**5. Price Changes**

a. The costs associated with travel arrangements (including costs associated with hotel accommodations) are not always stable. When you book your travel arrangements, we reserve the right to pass on to you all surcharges and other similar charges. Solely for purposes of illustration, surcharges may be imposed to cover increases in transportation costs, including the costs of fuel and security charges, taxes and fees chargeable for services such as landing taxes and embarkation or disembarkation fees at ports and airports. In addition, you acknowledge and understand that travel suppliers often will not notify SATT of price or rate changes imposed by hotels. You agree to pay in full all of these increased costs associated with your travel arrangements (including, but not limited to, hotel accommodations) within seven (7) days after SATT notifies you of these costs. Also, if price changes occur with respect to any component of your travel arrangements after commencement of your travel, you agree to pay all increased costs and expenses imposed by airlines, hotels operators and other travel suppliers that are part of your booking.

b. Airfares (including, but not limited to, applicable fees, surcharges and taxes) applicable to flights that we arrange for you are subject to the terms and conditions quoted by the particular airlines and ticket agents and, therefore, SATT cannot assure you that such airfares and their applicable terms and conditions will not change. We will periodically review the airfares and the applicable terms and conditions imposed by airlines and ticket agents and notify you if we become aware of any change to those airfares and their

applicable terms conditions related to your travel arrangements before making final payment therefor.

## **6. Methods of Payment**

a. *Credit Cards:* We must receive a valid standard credit card charge form signed by each person who pays for our services before we may accept payment using a credit card. It is within SATT's sole discretion to not accept a credit card issued by a bank or financial institution outside of the United States. If SATT accepts a credit card issued by a bank or financial institution outside of the United States, SATT may condition its acceptance of such a credit card upon our receipt of whatever additional information that we may request.

b. *Checks:* SATT does not accept personal checks. SATT may accept bank, treasurer and other official checks, including travel agency checks issued by nationally recognized banks, financial institutions and travel agencies domiciled in the United States. Please be aware that SATT requires seven (7) business days to clear the foregoing type of checks before it may issue travel documents.

c. *Cash and Debit Cards:* We accept cash. We also accept debit cards that result in money being directly deposited into one of our accounts with our bank or other financial institution.

d. Travel documents are prepared only after we receive properly completed booking forms from all travelers and we confirm our receipt of full payment of your costs of travel. Except when we receive payment in the form of cash, SATT's payment confirmation procedures include our receipt of confirmation from our bank or other financial institution that we have received good and available funds.

## **7. Travel and Other Insurance**

SATT strongly encourages each traveler to obtain his or her own insurance from an insurer of their choosing that provides adequate coverage in the event the traveler must cancel, postpone or change his or her travel plans, or if other circumstances exist or arise that interrupt or otherwise negatively impact your travel plans due to unforeseen or uncontrollable circumstances, including, but not limited to, illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and loss or damage of sports equipment. SATT is not, and you agree that SATT shall not be, responsible or liable if the you fail to obtain insurance or if you fail to obtain adequate insurance. You acknowledge that SATT has no obligation to obtain or to assist you in your efforts to obtain adequate insurance. Should any of your insurers dispute their liability for any reason, you agree that you shall have no recourse against SATT. Travel insurance is a complex product and we encourage each traveler to read all insurance that the traveler obtains BEFORE the traveler commence his or her travel so that the traveler can ask any questions he or she has to the insurer **PRIOR** to departure. Please note that various credit card issuers offer limited levels of travel insurance, which SATT does not consider sufficient to cover the risks associated with international travel.

**8. Travel Documents**

It is extremely important that you check all information set forth in your travel documents (including, but not limited to, details set forth in each of your vouchers, tickets, boarding passes and itineraries) well in advance of the day you commence travel. If there are any inaccuracies on any of your travel documents, or should you have any questions about any aspect of your travel documents, you should contact us immediately. SATT is not, and you agree that SATT will not be, liable for any delay, inconvenience and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof and your travel has commenced.

**9. Flight and Other Travel Timings**

Flight departure and arrival times are provided by airlines and are subject to several factors including, but not limited to, weather, security and air traffic control restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of travelers to check-in and pass security, customs and immigration authorities in a timely manner. There is no guarantee that flights, ferries, ships, trains, coaches and other means of transportation will depart or arrive in accordance with any announced times or any times stated on any itinerary or tickets which you receive. All such times are estimates only, and SATT is not, and you agree that SATT shall not be, liable for any damage or inconvenience that you may incur or experience that is directly or indirectly caused by any delay in your travel, however arising, or for any schedule alterations.

**10. Flight Reconfirmation**

SATT will reconfirm the departure date and time of your international flights originating from the United States. After your travel commences, you are responsible for reconfirming the departure date and times of all your flights (including your return flights to the United States) not more than seventy-two (72) hours prior to the scheduled departure of each of your flights (including connecting flights). You acknowledge that you understand that this task is particularly important with respect to subsequent flights involving travel outside of the United States. SATT is not, and you agree that SATT shall not be, liable for any damages, loss or inconvenience that you may incur or experience that is directly or indirectly caused by any delay as a result of your failure to reconfirm any flight and/or connecting flight.

**11. Unscheduled Extensions**

In the event of there being an unscheduled extension of your travel caused, directly or indirectly, by flight delays, poor weather conditions, strikes, or any other similar cause or circumstance that is beyond the control of SATT, you agree and understand that all costs and expenses relating to any such unscheduled extension of your travel (including, but not limited to, hotel accommodation, etc.) shall be exclusively your responsibility. SATT is not, and you agree that SATT will not be, liable for any damages, loss or inconvenience for any changes, omissions or delays before or during the course of your travel resulting from, among other things, technical difficulties, weather conditions, strikes or communication breakdowns.

## **12. Changes to Your Booking by You**

a. If you wish to make any change to your booking, we will endeavor to assist you to make the change or changes you request wherever reasonably possible. You agree to pay all charges, of whatever kind, imposed by the airlines, ticket agents and travel suppliers providing that particular component of your travel arrangements when you change your booking prior to your initial departure. Fares will be re-quoted at the time any such changes are made.

b. After commencement of your travel, if you wish to make any change to your travel arrangements, you must contact SATT and request that we make any such change. We will endeavor to assist you to make the change or changes you request wherever reasonably possible. You agree to pay all charges, of whatever kind, imposed by the airlines, ticket agents and travel suppliers as a result of any change to your travel arrangements after commencement of your travel.

c. In addition to amounts charged by the airlines, ticket agents and travel suppliers, SATT shall assess each traveler, and you agree to pay SATT, an amount equal to SATT's then current administration fee per person for each change and/or cancellation, whether such changes are made before your initial departure or after commencement of your travel.

## **13. Cancellation of Your Booking by You**

You must notify SATT immediately if you wish to cancel your booking (or any part thereof). You agree that you shall pay and be liable to pay all applicable cancellation charges, costs, fees, penalties, including, but not limited to, the following:

a. If you cancel your booking less than thirty (30) days before the date on which your travel is scheduled to commence, regardless of the reason for your cancellation, then you will be responsible for one hundred percent (100%) of the price of the entire booking and SATT shall have no obligation to refund you any amounts you previously paid.

b. If you cancel your booking thirty (30) or more days before the date on which your travel is scheduled to commence, regardless of the reason for your cancellation, then you will be responsible for one hundred percent (100%) of the cost of your airfare, *plus* twenty-five percent (25%) of all other costs of your booking.

c. If SATT obtains a waiver or reduction of any such cancellation fees from any of its travel suppliers, SATT shall credit or refund you the amount of any such reduction.

d. If your booking includes a special airfare, the relevant charges are levied by the airline. You acknowledge that you understand that, under some circumstances, airlines' cancellation charges may be equal to one hundred percent (100%) of the total airfare, regardless of when the cancellation is effected.

e. If your booking is for or includes a bundle or package of travel services, you will be responsible for all cancellation charges, of whatever nature, imposed by the travel suppliers providing the bundled or package component parts of such travel arrangements.

**14. Lost/Stolen Flight Tickets**

a. Each traveler must report the loss or theft of any one or more of his or her airline tickets or boarding passes to SATT immediately. Certain airlines will not authorize SATT to issue a replacement airline ticket if the traveler's ticket is lost or stolen before he or she leaves the United States. Under those circumstances, you may be required to purchase a new airline ticket, at your own cost, until such time as SATT receives authority from the airline to provide a refund to you, which authority could take up to twelve (12) months to obtain. Should the airline authorize SATT to issue a replacement ticket, SATT will do so subject to your payment of a re-issue fee applicable to each ticket.

b. Should your airline ticket or boarding pass be lost or stolen abroad, you acknowledge that you understand that certain airlines will not issue a duplicate ticket or boarding pass, and it will be your responsibility to purchase a new ticket abroad at the then applicable local airfare. Under those circumstances, upon your return to the United States you may make application to SATT for a refund of the amount spent by yourself on the lost or stolen ticket. You acknowledge that you understand that any such refund is entirely at the discretion of the airlines, and it may take up to twelve (12) months to authorize.

c. It is your responsibility to promptly report any lost or stolen airline ticket to the police and other law enforcement authorities and to promptly provide SATT with a copy of each such report.

**15. Airline Refund, Change and Cancellation Procedures**

a. Refund, change and cancellation policies of the various airlines vary greatly, and almost all airline tickets arranged by SATT are completely nonrefundable. SATT strongly encourages each traveler to obtain his or her own insurance from an insurer of their choosing that provides adequate coverage in the event the traveler must cancel, postpone or change his or her travel plans, or if other circumstances exist or arise that interrupt or otherwise negatively impact your travel plans due to unforeseen or uncontrollable circumstances.

b. Under the rare and unusual circumstances that a refund is authorized by an airline, a refund will be made to you, less any applicable cancellation or administrative charges including, but not limited to, SATT's cancellation and administration charges.

c. If an airline ticket is purchased through SATT using a credit card or debit card, the refund will be applied to that credit card or debit card. Cash payments made by you will be refunded by check or, in SATT's sole discretion, in cash.

**16. Complaints**

a. In the event that you have any reason to complain, or experience any problems with your travel arrangement after your travel has commenced, you must immediately inform the supplier of the services in question.

b. If you remain dissatisfied with the manner in which your complaint was dealt with, you must notify SATT immediately so that we have a reasonable opportunity to resolve the

problem. Failure to promptly give us the opportunity to resolve any problem in a timely manner may result in either an impairment, or complete loss, of any rights that you may have to claim compensation.

c. During your travel, SATT will make commercially reasonable efforts to resolve your complaint to your satisfaction. At the same time, you expressly agree that SATT is not, and shall not be liable for damages, loss inconvenience or other claims that you have against, or arise as result of the actions or omissions of, one or more suppliers of a component part of your travel arrangements.

## **17. Passports, Visas and Health**

You acknowledge and agree that it completely the traveler's responsibility to ensure that all passports, visas and other necessary travel authorizations and permits are current, valid and obtained in a timely manner. You acknowledge and agree that it completely the traveler's responsibility to ensure that all vaccinations, inoculations, prophylactics (e.g., for malaria) and the like, where required, have been obtained in a timely manner. All passports must be valid for more than six (6) months after your scheduled return to the United States. Please check these requirements with SATT and publicly accessible websites well **BEFORE** commencing travel. In connection with travel to South Africa, each traveler's passport must have not less than two blank pages. SATT will endeavor to assist its customers but such assistance will be at SATT discretion and you acknowledge that in doing so, SATT is not assuming any obligation or liability, and you hereby agree to indemnify, and to hold SATT harmless against any consequences of non-compliance. You agree that it is completely your responsibility to familiarize yourself with the inherent dangers of and mental and/or physical condition required for or otherwise associated with the proposed travel arrangements. Each traveler must ensure that the information about his or her passport, visas and other similar information supplied to SATT is identical to the information that appears details shown on their passport, visas and other travel documentation for international travel and identification documents for local travel.

## **18. General Information**

a. *Special Requests:* When possible, we will communicate special requests that you may wish at the time of booking, but acceptance of such requests is at the discretion of the airlines or other travel suppliers. You hereby acknowledge that you understand that under no circumstances are special requests guaranteed. Confirmation that a special request has been noted or communicated to an airline or travel supplier, or the inclusion of the special request on your confirmation/invoice or any other documentation does not constitute any assurance that the request will be satisfied.

b. *Medical Problems:* Travel outside of the United States can be very demanding, both physically and emotionally, and access to medical care may be limited. Each traveler must be aware of his or her own condition, limitations, disabilities, and needs, and the extent to which travel may be affected by those circumstances. If and to the extent a traveler may need or want assistance or an accommodation, it is the traveler's responsibility to let us know and to provide us with sufficient information so that we may determine whether assistance or a reasonable accommodation can be arranged. We reserve the right to cancel the reservation

of any traveler if we reasonably believe the proposed travel will pose a safety risk to the travel or to other members of his or her travel group, subject to applicable law and regulation.

c. *Renovations, Repairs and Maintenance:* Hotels undergo renovations, repairs and maintenance from time to time and some take reasonable steps to limit disruption to their guests. We are not, and you agree that we will not be, liable for any damage, loss or inconvenience that you incur or experience resulting from any hotel that is carrying out renovations, repair or maintenance while you are a visitor or guest. It is important to remember that renovation, repair and maintenance plans of hotels are subject to change and more often than not we are not notified of any such change.

d. *Charges to Your Credit Card and/or Debit Card:* Any charges made to your credit card and/or debit card after you commence your travel are exclusively your responsibility. SATT is not, and you agree that SATT shall not be responsible, nor accept responsibility for having these charges reversed or corrected before or after our return to the United States.

e. *Drivers Licenses:* Even if you have obtained an international drivers license, it shall be your responsibility to carry your national driver's license with you throughout the time you are traveling.

f. *Confidentiality:* Subject to applicable law or compliance with a governmental or judicial order, SATT undertakes to deal with all customer information of a personal and private nature on a strictly confidential basis and in accordance with our Privacy Policy as it is currently provided on our website, [www.southafricatravelandtours.com](http://www.southafricatravelandtours.com).

## **19. Force Majeure**

Except where otherwise expressly stated in these Terms and Conditions, SATT is not, and you agree that SATT will not be, liable for the payment of any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage, loss, delay or inconvenience, as a result of "force majeure". In these Terms and Conditions, "*force majeure*" means any event which we or the supplier of the service(s) in question could not control or avoid, even if all due care had been taken. Such events include, but are not limited to, war or threat of war, riot, civil strife, terrorist activity, or actual threatened terrorist activity, industrial dispute, labor strikes or unrest, natural or nuclear disaster, accidents, illness, delays, adverse weather conditions, fire, lost, stolen and damaged luggage, and all similar events outside our control and the control of our respective travel suppliers.

## **20. Responsibility and Limitation of Liability**

SATT is not, and you agree that SATT shall not be, liable for any direct, indirect or consequential loss, damages, injury, accident, delay, or any other irregularity howsoever arising. SATT makes commercially reasonable efforts to ensure that all the arrangements and services connected with a traveler's itinerary will be carried out as specified and in an efficient and effective manner. However, we do not have direct control over the provision of

services by suppliers and, while they are selected with due care, we do not accept liability for any errors or omissions of such suppliers, including, but not limited to damages or liability arising from lost, stolen or damaged luggage, delays, inconvenience, arrests or enforcement of local laws, accidents, illness, or adverse weather conditions. The contract in use by such suppliers shall constitute the sole contract between you and each respective supplier, and any right of recourse you may have will be solely against the supplier.

**21. Legal; Jurisdiction of the Courts of Massachusetts**

These Terms and Conditions, together with SATT's standard booking form, and form of invoice/itinerary, constitute the entire agreement between you (including, in the case of group bookings and group travel, all members of your group) and SATT with regard to the subject matter hereof and thereof. No party shall be bound by any representation, warranty, promise or the like not set forth in these Terms and Conditions and the foregoing documents. You acknowledge that you have not relied on any matter or thing stated on behalf of SATT or otherwise that is not included herein or in the foregoing documents. No addition or deviation to these Terms and Conditions or any of the foregoing documents shall be of any force or effect unless in writing and signed by you and by a representative of SATT. You shall, and you hereby agree to reimburse SATT for all costs and disbursements, including reasonable attorneys fees and expenses (including, but not limited to, debt collection service fees), incurred by SATT in connection with its collection of any amount you owe to SATT. The contract between you and SATT shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws. SATT shall be entitled, at its option to institute any legal proceedings arising out of or in connection with its contract with you in any state of federal court of competent jurisdiction located in Suffolk County within the Commonwealth of Massachusetts. You hereby consent and submit to the jurisdiction of the state and federal courts located in Suffolk County within the Commonwealth of Massachusetts in all respects in connection with all judicial proceedings arising in connection with the contact between you and SATT that incorporate these Terms and Conditions.

**22. The Client and Authority**

The person requesting quotations or estimates or making booking or to whom SATT renders any service is deemed to have read and accepted these Terms and Conditions. If the person requesting quotations or estimates or making booking or to whom SATT renders any service is a Group Representative, then he or she is deemed to have authority to do so on behalf of the individual travelers on whose behalf the estimate or quotation or booking is requested and/or service provided (collectively referred to as the "*customer*").

*Last Update: September 1, 2012*