



TERMS AND CONDITIONS OF ENGAGEMENT AND BOOKING WITH ENZA SAFARI

The website www.enzasafari.com is owned and operated by Enza Safari (Pty) Ltd (“Enza Safari”). The following terms and conditions form the basis of your contract with Enza Safari (Pty) Ltd (hereafter referred to as “Enza Safari”).

Please read the following carefully as this document is legally binding.

1. DEFINITIONS AND INTERPRETATION

In this agreement the following words will have the meanings referred to below, unless the context clearly indicates otherwise: -

- 1.1 “Africa Safari Expert” means a travel advisor employed by Enza Safari;
- 1.2 “the Agreement” means the Customer Booking Form (defined below) and the applicable Customer Quotation read with these Terms and Conditions;
- 1.3 “Customer Quotation” means the online itinerary or form sent to you by Enza Safari, indicating the estimated prices of the travel products and services that you wish to purchase;
- 1.4 “the Customer Booking Form” means the form completed by you and submitted to Enza Safari confirming your acceptance of the Customer Quotation;
- 1.5 “CPA” means the Consumer Protection Act, 2008;
- 1.6 “Day” means a calendar day;
- 1.7 “Departure Date” means the date on which you start your travels as indicated in the Customer Confirmation Form;
- 1.8 “Deposit” means the monies payable by you to Enza Safari to secure your booking;
- 1.9 “Force Majeure” means any extraordinary event or circumstance beyond the control of the parties, including but not limited to, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire and disease pandemics;
- 1.10 “Enza Safari” means Enza Safari group comprising Enza Safari (Pty) Ltd, a private company with registration number: 2020/134214/07 duly registered in terms of the laws of the Republic of South Africa, carrying on business at Unit 2, The Heads Complex, Gladstone St, South End, Port Elizabeth. 6001, with VAT Registration Number: _____;
- 1.11 “Involuntary change” means a change/s to a booking caused by, scheduled airline failure, bad weather, airport or airline strikes and all other Force Majeure;



- 1.12 “in Writing” means written communication sent to Enza Safari by recorded delivery post or by email;
- 1.13 “You/Your” means the client described on the Customer Booking Form;
- 1.14 “Voluntary Change” means changes requested by you that do not constitute an Involuntary Change which may result in additional costs including but not limited to cancellation, amendment and administration fees and cost of new services;
- 1.15 “Overbooking Displacement” means cancellation or rescheduling of a service by a service provider due to a supplier booking error;
- 1.16 “Parties” means both you and Enza Safari;
- 1.17 “Supplier” means a third party who supplies you with travel services, including but not limited to airlines, transfer companies, car rental companies, tour operators, hotels and suppliers of accommodation;
- 1.18 “Supplier Schedule Failure” means a Supplier’s failure to provide you with travel services as per your booking, including but not limited to an Overbooking Displacement;
- 1.19 “Scheduled Airline Failure” means an airline’s failure to operate at all or to operate according to the flight schedule for reasons including but not limited to technical failure or weather conditions;
- 1.20 “Service fee” means the portion of your Total Confirmed Price that covers the services provided by Enza Safari including but not limited to booking services, administration, communication, amendment, cancellation and bank charges;
- 1.21 “Total Confirmed Price” means the total cost of services rendered to you on behalf of Enza Safari or by Enza Safari, as indicated in the Customer Confirmation Form;
- 1.22 Expressions in the singular also include the plural, and vice versa; and
- 1.23 Pronouns of any gender include the other gender.



PART A:

YOUR DEALINGS WITH ENZA SAFARI IN RESPECT OF TRAVEL SERVICES AND PRODUCTS OFFERED BY SUPPLIERS

2. SECURING YOUR BOOKING

2.1 In order to confirm your booking, you need to make the following payments to Enza Safari:

2.1.1 50% Deposit at time of booking excepting air travel, which requires 100% payment upon booking, as tickets have to be issued simultaneously;

2.1.2 Final balance due 30 days prior to travel;

2.1.3 Greater deposits may be required in instances of specialist products &/or peak season travel.

2.2 If the above payments are not received as indicated, Enza Safari will be unable to confirm the booking for you.

3. PRICES, PAYMENT AND CURRENCY FLUCTUATIONS

3.1 You will be liable for the Total Confirmed Price, less any payments made by you plus any additional charges due to booking changes that may be charged as explained in clause 5 of this Agreement.

3.2 All clients agree to transact electronically with Enza Safari (Pty) Ltd;

3.3 All payments to be made by a client to Enza Safari shall be free of exchange, deduction or set-off or whatsoever nature. Payments shall be made by the client to Enza Safari by way of cash, direct transfer, forex transfer or by credit card. The client shall provide Enza Safari 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. Cash and traveler's cheques are not accepted;

3.4 If you fail to make the payments on or before the due date, your booking will be cancelled, and you will forfeit the relevant deposit paid in terms of clause 2 above;

3.5 All quotations given by Enza Safari in connection with the services to a client shall be in writing and, unless otherwise agreed to in writing by a member of Enza Safari, shall be



in the currency of South African Rand. Such quotations shall be inclusive of South African value added tax (where applicable). Acceptance of any quotation by a client shall be in writing. Enza Safari 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.

- 3.6 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 Enza Safari for determination, who, in such determination, shall act as expert and not as arbitrator, and whose decision shall be final and binding on Enza Safari and the client, and accordingly not subject to appeal.
- 3.7 All payments due by a client to Enza Safari shall be made no later than **3 (THREE)** working days after confirmation of a booking by a client.
- 3.8 Although Enza Safari strives to ensure that all rates displayed on sites are correct and accurate, Enza Safari reserves the right to request additional payments from clients, should properties which have seasonal/ special event rates, charge such rates. Certain properties/ property groups make rate changes at their discretion, and at short notice. Any additional costs for such changes shall be payable to Enza Safari, on demand.

4. PRICE INCREASE

- 4.1 All Customer Quotation Forms and Customer Confirmation forms generated by Enza Safari are based upon external supplier costs such as air fares, airport taxes, fuel surcharges, accommodation, car hire, park fees and gate fees which are outside of the control of Enza Safari. These supplier costs are therefore subject to change until final payment has been received or in the instance of air travel, until air tickets have been issued.
- 4.2 You agree that should any such costs increase, such increase will be for your account and shall be payable to Enza Safari or as otherwise instructed by Enza Safari.
- 4.3 You also acknowledge that:
 - 4.3.1 Airlines reserve the right to levy additional or increased airport taxes and fuel charges - without notice – at any stage prior to flight and any such costs increased as a result of an increase effected by the airline will be for the Client's account and shall be payable to Enza Safari or as otherwise instructed by the airlines;
 - 4.3.2 Road transportation companies such as transfer and car rental companies reserve the right to levy additional charges due to fuel price increases and/or government road levies – without notice – at any stage prior to and any such costs increase as a result of an increase effected by the road transportation



company will be for the Client's account and shall be payable to Enza Safari or as otherwise instructed by the road transportation company;

- 4.3.3 Government/National Bodies, concession owners and other such parties involved in the running of private or public natural parks reserve the right to levy additional or increased park fees - without notice - at any stage prior to arrival and any such costs increased as a result of an increase effected by such parties will be for the Client's account and shall be payable to Enza Safari or as otherwise instructed by such parties.

5. CHANGES TO BOOKINGS

- 5.1 Enza Safari will make every effort to adhere to the confirmed itinerary. However, where Involuntary Changes are significant– such as change of accommodation or transportation – Enza Safari undertakes:

5.1.1 To provide a reasonable alternative at no additional cost, subject to the terms and conditions of the relevant Supplier;

5.1.2 In the event that you reject the reasonable alternative provided or should a reasonable alternative not be available as per 5.1.1 above, to refund you the monies arising from the Involuntary Changes, subject to the terms and conditions of the relevant Supplier.

- 5.2 Should you wish to make a Voluntary Change to your booking, Enza Safari will use its best endeavours to accommodate you. However, Enza Safari reserves the right to charge the applicable cancellation fees referred to in clause 8 as well as an additional administration fee of R750.00 (SEVEN HUNDRED AND FIFTY RAND) per person per booking amended together with any additional costs arising from the Voluntary Change, including those charged by the relevant Supplier.

6. TRAVEL DEALS AND DISCOUNT RATES

- 6.1 All Travel Deals and Discounted Rates advertised on the Enza Safari website or quoted in the Customer Quotation form have separate terms and conditions prescribed by the Supplier of the relevant goods and/or Services. It is your responsibility to obtain such separate terms and conditions as you will be bound by them and you agree to hold Enza Safari free from any liability that may arise herein.

7. WAIVER, INDEMNITY AND LIABILITY

- 7.1 All vouchers, receipts and tickets issued by Enza Safari to you are subject to the Supplier's terms and conditions.



- 7.2 Participation in any tour or travel package arranged by Enza Safari and provided by any of its Suppliers (including but not limited to transportation to or from any venue) is undertaken at your own risk.
- 7.3 You indemnify Enza Safari and its directors, employees, assignees and/or agents against any claim arising for any damages or loss which might be instituted against it arising from or connection with the services contemplated in these Terms and Conditions.
- 7.4 The Client, his/her heirs, dependents, agents, executors or their assignees hereby irrevocably waive any claims which they may have against Enza Safari for any form of compensation for damages which they may suffer due to injury and/or loss of any nature whatsoever, which includes accidents caused by the Client's own actions, injuries or death while on the tour, in a transportation vehicle or at any place during the tour or illness or death at any time after the tour.
- 7.5 Enza Safari acts solely in the capacity of an agent for third parties and as such Enza Safari holds themselves free of responsibility or liability for any delays, loss or damages from any cause whatsoever including loss/delay/damages/ dissatisfaction caused by third party products and services. Enza Safari shall be exempt from all liability in respect of any claim whatsoever as aforesaid, the Client acknowledging that, in the case of a defective product, it is unreasonable to expect Enza Safari to have discovered the product failure having regard to Enza Safari's role in arranging access to the third party products and services on behalf of the Client.

8. CANCELLATION AND REFUND POLICY

- 8.1 In the event that you cancel your booking, in full or partially, for any reason whatsoever Enza Safari will levy cancellation charges as defined in section 8.3 below. In the occasional instance where Enza Safari is able to obtain waivers of cancellation fees and/or secure an ex-gratia refund from suppliers Enza Safari will pass this on to you less the Service Fee. However, Enza Safari makes no guarantees as to securing such waivers or refunds.
- 8.2 Cancellations of bookings must be done in writing. Where cancellations are sent by e-mail, you must obtain an e-mail proof of receipt and retain written acknowledgement of receipt from Enza Safari.
- 8.3 Cancellation of bookings:
 - 8.3.1 More than 90 days prior to departure date - no cancellation fee;
 - 8.3.2 60-90 days prior to departure date: 10% of the total quoted amount for the tour;
 - 8.3.3 30-59 days prior to departure date: 25% of the total quoted amount for the tour;
 - 8.3.4 Less than 30 days prior to departure date: No refund. This equates to a 100% cancellation fee of the total quoted amount for the tour. In this instance where a



booking is cancelled less than 30 days prior to departure date, Enza Safari will endeavour to obtain refunds where possible, without any obligation to its customers and if successful, may provide partial refunds to customers in this event. However, Enza Safari accepts no liability for loss incurred by the customer for cancellations less than 30 days prior to departure date.

- 8.4 Enza Safari will make every effort to confirm the required services after deposit payment. In the unlikely event of us being unable to confirm the itinerary travel services you will be offered alternative available travel services. Should the alternative available travel services not be acceptable to you we will provide a full refund, less applicable service charges;
- 8.5 Enza Safari will make every effort to ensure delivery of services as defined in the confirmed itinerary however we reserve the right to cancel services where unavoidable due to circumstances beyond the control of Enza Safari. In the unlikely instance that Enza Safari should cancel services defined in the confirmed itinerary Enza Safari will provide a full refund on the cancelled service/s only;
- 8.6 Enza Safari will make every effort to avoid misquotation. However, we reserve the right to cancel a reservation without liability or penalty if an obvious error or omission leads to a material cost implication.
- 8.7 No refunds will be given by Enza Safari for no-shows.

9. COMPLAINT AND DISPUTE RESOLUTION

- 9.1 Any complaints should be telephonically reported to Enza Safari at the time of the incident and should be followed up in writing to Enza Safari, marked for the attention of the Customer Service Manager, no later than 30 days after the Incident has occurred.
- 9.2 Complaints should be forwarded via email to info@enzasafari.com.
- 9.3 Enza Safari will acknowledge your complaint and endeavour to investigate it with the relevant service provider within a 30 (THIRTY) day period after which it will provide you with written feedback.
- 9.4 Although Enza Safari will make every effort to assist in the resolution of the complaint, it cannot guarantee the satisfactory resolution of complaints for services and products outside of its control and for which it is not responsible.

10. RISKS

- 10.1 Enza Safari draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips sold by Enza Safari. Enza Safari will ask you to sign a Release to acknowledge this warning and also to release and hold harmless Enza Safari from any damages that may result;



10.2 Please be aware that during your participation on any tour facilitated by Enza Safari, certain risks and dangers may arise, including, but not limited to, the hazards of traveling in undeveloped areas, travel by automobile or other means of conveyance, the forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical facilities. Also be aware and clearly understand that Enza Safari, its staff members, associates, agents, or their suppliers will not have liability regarding provisions of medical care or the adequacy of any care that may be rendered. It is understood that Enza Safari, its staff members, associates, agents, or their suppliers will use their best efforts to ensure that all adequate measures are taken to avoid such occurrences. By making payment to us you confirm that you have accepted the terms and are voluntarily participating in these activities with the knowledge of the dangers involved and hereby agree to accept any risks.

11. SPECIAL REQUESTS

11.1 You must advise Enza Safari in writing of any special requests; e.g. diet, facility or physical handicap, when you submit your reservation request Enza Safari. Enza Safari will meet such requests, if possible.

PART B:

YOUR DIRECT DEALINGS WITH OTHER SERVICE PROVIDERS

12. FLIGHT RULES

12.1 All airlines require the full names of passengers as stated in their passports.

12.2 After air tickets have been issued, any changes will be subject to the relevant Airline's terms and conditions applicable to that fare type.

12.3 It is your responsibility to check and correct any errors in respect of your flight reservations which appear on the Customer Confirmation Form and Customer Booking Form. Enza Safari accepts no liability for incorrect details provided by you.

12.4 Airfares are only guaranteed once final payment has been received and the air ticket has been issued.

12.5 If any Airline levies additional or increased airport taxes and fuel charges at any stage prior to your flight, you agree that such an increase will be for your account and shall be payable to Enza Safari or to the Airline if instructed to do so.

12.6 You must reconfirm all onward and return flights with the relevant airline at least 72 hours prior to your flight.

12.7 Enza Safari cannot guarantee any airline seating or meal requests. However, Enza Safari will endeavour to assist you in this regard.



- 12.8 All of your baggage and personal belongings are at all times at your responsibility. Enza Safari will not accept any liability for your misplaced baggage or any loss or damage to your baggage or personal effects.
- 12.9 Should you cancel your air ticket, the cancellation will be subject to the relevant Airline's terms and conditions applicable to that fare type.
- 12.10 Should a refund be granted by the relevant Airline, it may be subject to a delay. Enza Safari will only be obliged to refund any amounts once it receives them from the relevant airline.
- 12.11 Air tickets which are unused for more than 1 year from the date of their issue are considered as expired and must be submitted to the relevant airline for their authority to refund. Enza Safari will make every effort to assist you in obtaining this refund but cannot provide you with any guarantees in this regard.
- 12.12 Enza Safari will provide you with an e-ticket reference number together with a full itinerary, once the air ticket has been fully paid for.
- 12.13 In the event of a Voluntary Change, you will be responsible for the difference in all applicable fares and taxes.

13. BAGGAGE RULES

- 13.1 You must ensure that you meet the baggage regulations of the airlines and charter companies that you will be using. Enza Safari recommends that you seek the advice of its Africa Safari Experts. However, you remain responsible for ensuring you meet the baggage regulations of each airline and charter company you travel with.
- 13.2 In particular, light aircraft flights have extraordinary baggage regulations which include but are not limited to weight, structure and shape. Enza Safari recommends that you seek the advice of its Africa Safari Experts.
- 13.3 If you do not adhere to the relevant baggage regulations, the transfer of your baggage may be delayed and/or transferred at extra cost to you.

14. PASSPORTS AND VISAS

- 14.1 You must ensure that you meet the necessary travel documentation, permit &/or visa regulations of the countries you intend entering, transiting or visiting. Enza Safari recommends that you seek the advice of its staff members in this regard. However, you remain responsible for ensuring you meet these regulations.



14.2 Your passport must have sufficient blank visa pages available in accordance with the regulations of various African countries. A minimum of 2 adjacent blank pages per country to be entered, transited or visited is recommended.

14.3 Your passport must be valid for the prescribed period contained in the applicable regulations of the countries you will be entering, transiting &/or visiting. A minimum of 12 months after travel date is recommended.

14.4 If you are travelling alone with minor children, you will need to provide a letter of consent from the absent parent/s that the children are allowed to travel with you.

15. INNOCULATION, IMMUNISATION AND MEDICATION

15.1 You must ensure that you meet the immunisation, inoculation and medication regulations of various African countries. Enza Safari recommends you seek the advice of the relevant Enza Safari staff member and review the guidelines displayed on its website relating to immunisation, inoculation and medication regulations. However, you remain ultimately responsible for ensuring you meet the immunisation, inoculation and medication regulations requirements of each African country your visit.

15.2 It is your obligation to ensure that you are medically fit to travel.

16. TRAVEL INSURANCE

16.1 You agree to purchase comprehensive travel insurance at the time of your booking. You acknowledge that without such travel insurance, you will be responsible for all costs arising from any cancellation, re-routing or rescheduling of your trip or any emergency (medical or other) that may arise during your travels. As agreed in clause 7, you agree that in the event of you failing to purchase adequate insurance cover, you will not hold Enza Safari responsible for any harm or loss that you may suffer.

PART C: THE LEGAL STUFF

17. GENERAL

17.1 No amendment, addition or consensual cancellation of this Agreement will be binding unless it is recorded in writing.

17.2 These Terms and Conditions together with the Customer Booking Form and the Customer Quotation contain all the terms and conditions of the agreement between you and Enza Safari. Make sure that everything you have agreed to what has been recorded in this Agreement. If there is any conflict between the provisions of these documents, the provisions of these Terms and Conditions will prevail.

17.3 If any provision of this Agreement is found by a court of law to be invalid or void, such provision will be severed from the remaining provisions, without affecting the remainder of the agreement.



- 17.4 Neither Party shall lose any of its rights under this Agreement if it does not immediately and in every instance insist on them.
- 17.5 This Agreement shall be governed by the laws of the Republic of South Africa and shall be enforced by the courts within the Republic of South Africa.
- 17.6 You consent to the jurisdiction of the Magistrate's Court, notwithstanding the fact that the amount involved may exceed the jurisdiction of the Magistrate's Court.
- 17.7 If Enza Safari has to bring legal proceedings against you to enforce payments of amounts owed to it, you shall be responsible to pay all costs Enza Safari incurs in collecting the payment on the relevant attorney and own client scale
- 17.8 You shall not be entitled to cede any of your rights or assign any of your obligations under this Agreement.
- 17.9 If Enza Safari is prevented from carrying out all or any of its obligations under this Agreement because of an event beyond its control, Enza Safari shall be relieved of its obligations under the Agreement during the period that such event and its consequences continue, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any such obligations or loss or damages which you may suffer due to such delay or failure.
- 17.10 Updated versions of this Agreement may be sent to you from time to time as and when our policies and procedures change and when external factors such as legislative updates require. Please make sure that you read these amended terms and conditions carefully and raise any queries that you may have.

18. ADDRESSES FOR NOTICES AND LEGAL PROCESS

18.1 The Parties choose the following physical addresses at which documents in legal proceedings in connection with this Agreement may be served (i.e. their domicilia citandi et executandi) and at which any written notice in connection with this Agreement may be addressed:

18.1.1 Enza Safari: 25 MARSHALL ROAD, HUMEWOOD, PORT ELIZABETH, EASTERN CAPE, 6001

18.1.2 You: The address provided by you on the Customer Booking Form.

18.2 Either of the parties may change this address to another address, by way of a notice to the other party to this Agreement, provided that such a notice is received at least 7 days prior to such a change taking effect.

19. CONFIDENTIALITY & COMMUNICATION



19.1 Enza Safari undertakes to take all reasonable and necessary steps to protect your personal information.

19.2 You authorise Enza Safari to electronically record and store the following information for the purposes of communicating information requested by you and in order to provide you with access to restricted pages on the Enza Safari website and related websites

19.2.1 Your full name and surnames;

19.2.2 Your Contact telephone numbers;

19.2.3 Your Electronic mail address;

19.2.4 Your IP address;

19.2.5 Your User selected username and password;

19.2.6 Your Non-personal browsing habits and click patterns;

19.2.7 Your Profile information; and

19.2.8 Your Travel information.

20. VARIATION OF THESE STANDARD TERMS AND CONDITIONS OF CONTRACT

20.1 No variation or alteration of these standard terms and conditions of contract shall be binding on Enza Safari unless embodied in a written document signed by a member of Enza Safari. 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.



21. NON-WAIVER

21.1 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 Enza Safari in respect of its rights herein, nor shall it operate so as to preclude Enza Safari thereafter from exercising its rights strictly in accordance with these standard terms and conditions.

By signing the below, you acknowledge the above terms and conditions, comprehend them and agree to be bound by them.

Signed at _____ on this the _____ day of _____ 2020.

Customer name

Customer signature