

Terms & Conditions

EFFECTIVE DATE: FEBRUARY 2025

Presented to

Applicable to all Users

Prepared by

Amazing Africa Legal Team



1. INTRODUCTION - AMAZING AFRICA

- 1.1. Amafrica Tours (Pty) Ltd, trading as Amazing Africa, a company duly registered in terms of the Company Laws of South Africa with registration number 2013/071521/07 and with registered address at 110 Centurion Drive, Centurion, Gauteng, South Africa 0157 (hereinafter referred to as Amazing Africa).
- 1.2. Amazing Africa is a Destination Management Company. The main aspect of our business is to service our customers with hospitality products and service providers/suppliers.
- 1.3. The customers shall include, but not be limited to:
 - 1.3.1. International Tour Operators and Travel Agents.
 - 1.3.2. Individual persons, both international and/or national.
 - 1.3.3. Group of persons, both international and/or national (together with Individual persons, hereinafter referred to as the Clients/Travelers).
- 1.4. The Clients/Travelers are the people travelling.
- 1.5. Amazing Africa possesses all licenses and permits necessary to conduct the business as a tour operator and Destination Management Company.
- 1.6. Amazing Africa provides services in Southern and East Africa as well as the Indian Ocean Islands.

2. LIABILITY

- 2.1. Amazing Africa provides a combination of hospitality services to our customers, with those services rendered by suppliers being combined into one itinerary or tour package.
- 2.2. Amazing Africa engages quality suppliers among airlines, hotels, and other service providers.



- 2.3. Amazing Africa does not have direct access to the provision of services by suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay or any other irregularity whatsoever which the Clients/Travelers may incur including, but not limited to, force majeure events.
- 2.4. The Clients/Travelers partakes in the tour and or makes use of Amazing Africa's services at his/her/their own risk. Such risks include, but are not limited to, injury, exposure to diseases, loss of property, falling victim to crime and/or death. The Clients/Travelers acknowledge that they shall have no claim against Amazing Africa, its directors, employees, consultants or agents of any such nature whatsoever.
- 2.5. Amazing Africa and its employees undertake to exercise the degree of care and due diligence expected of them to address the safety of Clients/Travelers and minimize their risks whilst on tour and/or making use of Amazing Africa's services. Amazing Africa and/or its employees will however not be held responsible for any reckless, negligent or malicious behaviour and/or conduct by Clients/Travelers during the tour and/or while making use of Amazing Africa's services.
- 2.6. Clients/Travelers are encouraged to obtain suitable travel insurance to protect him/her/them against any risk. Amazing Africa shall not be responsible for procuring travel insurance for the Clients/Travelers.
- 2.7. Customers must inform the Clients/Travelers that liability waivers might be required when checking into certain hotels or game lodges or partaking in any activities or excursions. These waivers will exclude the supplier and Amazing Africa from all liability when signed.

3. RESERVATIONS

- 3.1. No contract shall exist between Amazing Africa and any customers until:
 - 3.1.1. The required documentation to secure Amazing Africa's



services has been confirmed/signed, invoiced, and the required deposit has been paid.

- 3.1.2. Customers confirm they accept the content of the documentation, the service to be provided and the quoted price.
- 3.1.3. Amazing Africa reserves its right to decline any booking at its own discretion.
- 3.1.4. Amazing Africa will endeavour to notify customers in advance of delays, cancellations and/or any changes of the services.
- 3.1.5. Amazing Africa reserves the right to cancel any booking due to unforeseen circumstances and refund the customer in such an instance, subject to the remaining provisions of these terms and conditions.
- 3.1.6. Customers acknowledge that the service providers used by Amazing Africa have their own set of terms and conditions, which might affect Amazing Africa's services.

4. PRICES, PAYMENTS AND VALIDITY

4.1. The information provided in Amazing Africa's service-related documentation, including but not limited to the itineraries, tour packages, proposals and presentations, is accurate to the best of Amazing Africa's knowledge at the time the information was made available. However, due to the dynamic nature of the services and the industry, prices and services may change over time. Amazing Africa will make every reasonable effort to notify customers of any changes in pricing and services as soon as is practical. While adjustments to services, such as transport and/or accommodation, may occasionally be necessary, Amazing Africa will endeavour to inform the customers as soon as is practical. Any additional charges and/or costs resulting from such changes will be communicated to the customer in advance. The customers retain the right to cancel their engagement with



Amazing Africa's services. The cancellation of the Amazing Africa's services might however, in certain circumstances, be subject to the payment of penalties. Any such conditions or penalties will be clearly communicated to the customers in advance.

- 4.2. Amazing Africa will endeavour to notify its customers as soon as is practical should there be any risk of having to pay extra expenses and/or face increased cost due to changes and/or fluctuations in the exchange rate.
- 4.3. Payment terms will be agreed upon between Amazing Africa and its customers, including deposit amounts and final payment timelines.
- 4.4. Any deposits will be refunded should Amazing Africa not be able to provide the services agreed to.
- 4.5. The full amount payable in respect of any services agreed to must be received at least 30 days prior to the tour departure date.
- 4.6. Should the full amount not be received at the specified time, Amazing Africa reserves the right to treat the booking as a cancellation and a cancellation penalty will be charged.
- 4.7. Cancellation terms of service providers may differ from Amazing Africa's terms and conditions and will be communicated to customers.
- 4.8. Should the Client/Traveler fail to join the tour, join after departure or leave the tour prior to completion, a cancellation penalty will be charged. Late applicants may join the tour should the services still be available.
- 4.9. Late bookings within 30 days of arrival require immediate full payment and are payable on confirmation of all services booked by Amazing Africa.
- 4.10. Amazing Africa accepts payments made by Credit Card, EFT and WeTravel.
- 4.11. A surcharge of 5% will be added to the total cost of the tour when the Client/Traveler chooses to make payment by way of a credit card.



5. CANCELLATION

5.1. Amazing Africa reserves the right to change routes and/or accommodation and will notify the customers of any changes as soon as is practical. Amazing Africa will not be held liable for damages resulting from:

5.1.1. The tour and or any services being cancelled due to force majeure which includes but will not be limited to war, riots, civil strife, industrial disputes, terrorist activity, natural disaster, fire, adverse weather conditions, flight cancellations, pandemics or other external circumstances beyond Amazing Africa's control.

5.1.2. Amazing Africa's decision to cancel a tour or any of the services agreed upon before commencement of the tour conditional and or subject to Amazing Africa refunding the Clients/Travelers.

5.2. Customers cancelling the reservation, itinerary or tour package for any reason, must do so in writing.

5.3. The date on which Amazing Africa receives written notification from a customer of a cancellation will determine the cancellation charge, if any. General charges applicable in the event of cancellation shall be as follows:

5.3.1. Confirmation = 15% of total fee

5.3.2. 90 - 76 days prior to arrival in the destination = 20% of total fare

5.3.3. 75 - 61 days prior to arrival in the destination = 25% of total fare

5.3.4. 60 - 46 days prior to arrival in the destination = 65% of total fare

5.3.5. 45 - 0 days prior to arrival in the destination = 90% of total fare

5.3.6. No Show 100% of total fare

5.4. Non-refundable deposits highlighted during the quoting process will apply as agreed.

5.5. The abovementioned cancellation terms are for FIT bookings only



(Foreign Individual Travel) and not for group or tour series bookings where the cancellations terms are advised per product.

6. CHANGE OF SERVICES

- 6.1. The products and services included in any tour package and/or itinerary are subject to availability. Amazing Africa reserves the right to substitute services at any time with the equivalent or higher value alternatives, at no additional cost to the customer and/or Clients/Travelers.
- 6.2. Amazing Africa reserves the right to use smaller or larger vehicles on tours should the final number of Clients/Travelers justify such a change.

7. AMAZING AFRICA'S AUTHORITY

- 7.1. The decision of the tour guide, rendering the tour guide services to Amazing Africa, will be final on any matter related to the tour and group.
- 7.2. Amazing Africa will not assume responsibility or accept liability for any unlawful or undesirable conduct and the consequences resulting from such conduct, whether committed within the borders of South Africa and or within any country outside the borders of South Africa, during the tour. Should the conduct perpetrated result in the Client/Traveler not being able to continue with the tour and/or should such conduct put the remainder of the Clients/Travelers on tour at risk, such Clients/Traveler will not be allowed to proceed with the tour and forfeits his/her/their right to be refunded.
- 7.3. Where a Client/Traveler is involved and/or conducts him/her/themselves in any behaviour that is:
 - 7.3.1. disruptive of nature which includes but not limited to being intoxicated and/or under the influence of any narcotics;



- 7.3.2. aimed at harassing any other Clients/Traveler and/or any of the employees of the service providers Amazing Africa makes use of;
- 7.3.3. deemed to be reckless or negligent and could result in the lives of other Clients/Travelers and or the employees of any of the service providers Amazing Africa makes use of, to be endangered; or
- 7.3.4. unlawful and constitutes a criminal offence in terms of any of the legislation applicable in a country which the Client/Travelers travels to and/or constituting a common law offence and/or crime, he/she/them will be removed from the tour and not be allowed to partake in the tour any further. Any cost incurred by the Client/Traveler to secure his/her/their return will be for his/her/their own account and any right to be refunded will be forfeited.

8. TRAVEL DOCUMENTS, PASSPORTS, VISAS, HEALTH AND ANY OTHER TRAVEL RELATED AND NEEDED DOCUMENTATION

- 8.1. Customers must ensure that the Clients/Travelers are in the possession of the necessary documents to enter a country, including but not limited to the following:
 - 8.1.1. correct travel documentation, including valid passports as each destination we operate in differs;
 - 8.1.2. correct visa and/or re-entry permits valid for the countries visited. Visa costs are for the Clients/Travelers own account;
 - 8.1.3. vaccination documentation, if any;
 - 8.1.4. foreign currency, if needed; and
 - 8.1.5. any other legal document requirements.
- 8.2. Amazing Africa shall not be responsible for any consequences whatsoever arising from missing or incorrect documentation.



- 8.3. If a rental car is part of the itinerary, an international driver's licence is required as well as a credit card for the security deposit of the car rental company with enough funds available.
- 8.4. Customers must advise the Clients/Travelers to obtain comprehensive travel insurance.
- 8.5. If a Client/Traveler becomes ill during the course of the tour, all medical expenses including hospital and doctor's fees will be for the account and/or responsibility of the respective Client/Traveler.
- 8.6. If a Client/Traveler cannot proceed with the tour due to illness or hospitalisation, a refund can be negotiated with the management of Amazing Africa. Each case will however be assessed on its own merits and will be subject to the terms and conditions of the service providers Amazing Africa makes use of which may affect Amazing Africa's final decision.
- 8.7. Any damage to, loss and/or theft occurring during transportation and storage of any baggage and or personal effects of the Client/Traveler, is at all times the Client/Traveler's own risk.
- 8.8. Amazing Africa and its employees will endeavour to exercise the degree of care that can reasonably be expected of Amazing Africa in delivering the agreed services, however in the case of loss of property, illness, damages or death, Amazing Africa cannot be held liable and or will not assume liability.

9. CLAIMS AND COMPLAINTS

- 9.1. Any complaints must be lodged in writing to Amazing Africa within 30 (thirty) days after the tour ended and is only valid if there was a complaint during the tour.
- 9.2. Any complaints during the tour must be referred to the tour guide who will assist Amazing Africa in their investigation of the complaints and



upon completion of the investigation, assist with the implementation of any recommendations made by Amazing Africa.

- 9.3. If there is no tour guide on the tour, the complaints have to be sent in writing to Amazing Africa.
- 9.4. Upon receiving a written complaint, Amazing Africa will acknowledge the receipt of the complaint within 10 (ten) business days. Amazing Africa will begin an investigation into the matter immediately and aim to resolve the complaint within 15 (fifteen) business days.
- 9.5. If the complaint is resolved to the customer's satisfaction, a formal resolution notice will be issued, detailing the outcome and any actions taken.
- 9.6. If the complaint cannot be resolved within 15 (fifteen) business days, Amazing Africa will inform the customer and provide an updated timeline for resolution, which should not exceed 30 (thirty) business days.
- 9.7. If a complaint cannot be resolved through the procedures outlined above, it will be treated as a formal dispute and will be handled in accordance with the dispute resolution mechanism

10. CUSTOMER WARRANTIES

- 10.1. The customer warrants that they have made the Clients/Traveler aware of and provided them with a copy of these terms and conditions prior to the commencement of any services. The customer further warrants that the Clients/Travelers have accepted and agrees to be bound by these terms and conditions.
- 10.2. The customer agrees to ensure that the Clients/Travelers adhere to all provisions of these terms and conditions throughout the duration of the tour or services provided by Amazing Africa.
- 10.3. In the event that the Clients/Travelers fail to accept or comply with



these terms and conditions, the customer will be held responsible for any resulting consequences or liabilities and the customer shall indemnify Amazing Africa for any loss and/or damage which it may suffer as a result thereof.

11. DATA PROTECTION AND PRIVACY

- 11.1. Amazing Africa is committed to complying with the Protection of Personal Information Act No. 4 of 2013 (hereafter referred to as the Act). Customers and Clients/Travelers consent to the collection, processing, and storage of personal information (as such terms are defined in the Act) as required for service delivery. Amazing Africa will take all reasonable steps to protect personal information from unauthorised access or disclosure.

12. JURISDICTION

- 12.1. All matters relating to or arising from these terms and conditions, as well as any contract entered into between the customer and Amazing Africa, including their validity, existence, and termination, shall be governed by the laws of the Republic of South Africa.
- 12.2. In the event of any dispute arising from or in connection with these terms and conditions or any contract between the customer and Amazing Africa, such dispute shall, at the election of any party, be finally resolved under the rules of the Arbitration Foundation of Southern Africa (AFSA). The arbitration will be conducted by an arbitrator or arbitrators appointed by AFSA. By agreeing to these terms, the customer explicitly consents to the arbitration being conducted as a matter of urgency and authorises Amazing Africa to apply in writing to AFSA's secretariat, under Article 23(1) of its rules, for the proceedings to be expedited.



- 12.3. Both Amazing Africa and its customers retain the right to appeal the decision of the arbitrators in accordance with the rules of AFSA for commercial arbitration.
- 12.4. Neither Amazing Africa nor its customers are restricted from seeking urgent relief or judgment for a liquidated claim from a court of law.
- 12.5. Any arbitration proceedings shall be held in private. Both Amazing Africa and its customers agree to maintain confidentiality regarding the dispute, the arbitration process, and its outcome, unless written consent is provided by the other.

13. GENERAL TERMS

- 13.1. Should any of the terms and conditions of these terms and conditions be held to be invalid, unlawful and or unenforceable, such a term and condition will be made severable from the remaining terms and conditions.
- 13.2. The remaining terms and conditions will continue to be valid and enforceable.
- 13.3. If any term or condition held to be invalid is capable of amendment to render it valid, Amazing Africa and customer/s will negotiate the terms in order to remove the invalidity of the term.
- 13.4. Amazing Africa retains the right to amend the content of these terms and conditions from time to time upon notice to the customer.