

# KEDIBONE SAFARIS 2022 TERMS AND CONDITIONS

THE WEBSITE [WWW.KEDIBONESAFARIS.COM](http://WWW.KEDIBONESAFARIS.COM) IS OWNED AND OPERATED BY KEDIBONE SAFARIS (PTY) LTD, REG NR: 2021/942016/07.

THE FOLLOWING TERMS AND CONDITIONS FORM THE BASIS OF YOUR CONTRACT WITH KEDIBONE SAFARIS (PTY) LTD.

PLEASE READ IT CAREFULLY AS THEY ARE LEGALLY BINDING.

## DEFINITIONS AND INTERPRETATION

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

- a) "KEDIBONE SAFARIS" means the Tour Operator/Company as per registration;
- b) "the Agreement" means the Customer Booking Form (defined below) and the applicable Customer Quotation read with these Terms and Conditions;
- c) "Customer Quotation" means the online itinerary or form sent to you by Kedibone Safaris, indicating the estimated prices of the travel products and services that you wish to purchase;
- d) "the Customer Booking Form" means the form completed by you and submitted to Kedibone Safaris confirming your acceptance of the quotation send to you by Kedibone Safaris
- e) "CPA" means the Consumer Protection Act, 2008;
- f) "Day" means a calendar day;
- g) "Departure Date" means the date on which you start your travels, as indicated in the Customer Confirmation Form and so does Arrival date means the day of your arrival for a specific tour/safari/activity as set out
- h) "Deposit" means the monies payable by you to Kedibone Safaris to secure your booking;
- i) "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 and fire;

- j) "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;
- k) "in writing" means written communication sent to Kedibone Safaris by recorded delivery post or by email.
- l) "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;
- m) "Total Confirmed Price" means the total cost of services rendered to you by Kedibone Safaris as indicated in the Customer Confirmation Form;
- n) Expressions in the singular also include the plural, and vice versa; and
- o) Pronouns of any gender include the other gender
- p) PP sharing means amount due per person sharing

## **1. SECURING YOUR BOOKING**

- a) In order to confirm your booking, you need to make the following payments to Kedibone Safaris:
- i. 50% Deposit at time of booking to confirm your tour/overnight safari
  - ii. Final balance due 60 days prior to travel;
  - iii. 100% Of the Total Confirmed Price for bookings made less than 60 days prior to departure,
  - iv. Greater deposits may be required in instances of specialist product and/or peak season travel.
- b) If the above payments are not received as indicated, Kedibone Safaris will be unable to confirm the booking for you.

## **2. PRICES AND PAYMENT**

- a) 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 4 of this Agreement.

b) All clients agree to transact electronically with Kedibone Safaris (PTY) LTD, incorporated in South Africa with company registration number 2021/942016/07.

c) All payments must be made by credit card, internet transfer (electronic funds transfer) or telegraphic transfer (SWIFT). Payments are normally cleared within five business days. Cash and travellers' cheques are not accepted.

d) 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 1 above.

### **3. PRICE INCREASE**

a) All Customer Quotation Forms and Customer Confirmation forms generated by Kedibone Safaris are based upon external supplier costs such as fuel surcharges, accommodation, car hire, park fees and gate fees which are outside of the control of Kedibone Safaris. These supplier costs are therefore subject to change until final payment has been received.

b) You agree that should any such costs increase, such an increase will be for your account and shall be payable to Kedibone Safaris or as otherwise instructed by Kedibone Safaris.

c) You also acknowledge that:

ii. 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 Kedibone Safaris should Kedibone Safaris book additional road transport for you.

iii. 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 Kedibone Safaris or as otherwise instructed by such parties.

#### **4. CHANGES TO BOOKINGS**

- a) Kedibone Safaris will make every effort to adhere to the confirmed itinerary. However, where Involuntary Changes are significant – such as change of accommodation or transportation – Kedibone Safaris undertakes:
- i. To provide a reasonable alternative at no additional cost, subject to the terms and conditions of the relevant Supplier;
  - ii. In the event that you reject the reasonable alternative provided or should a reasonable alternative not be available as per 4.a.i above, to refund you the monies arising from the Involuntary Changes, subject to the terms and conditions of the relevant Supplier
- b) In the event of refunding you, to assist you in identifying alternative services, subject to all additional costs for the alternative services being for your own account.
- c) Should you wish to make a Voluntary Change to your booking, Kedibone Safaris will use its best endeavours to accommodate you. However, Kedibone Safaris reserves the right to charge the applicable cancellation fees referred to in clause 7
- d) An additional administration fee of R500.00 per person per booking amended together with any additional costs arising from the Voluntary Change, including those charged by the relevant Supplier will be charged.

#### **5. TRAVEL DEALS AND DISCOUNT RATES**

- a) All Travel Deals and Discounted Rates advertised on the Kedibone Safaris website or quoted in the Customer Quotation form have separate terms and conditions prescribed by the Supplier of the relevant goods and/or Services.
- b) It is your responsibility to obtain such separate terms and conditions as you will be bound by them.

#### **6. WAIVER, INDEMNITY AND LIABILITY**

- a) All vouchers, receipts and Invoices issued by Kedibone Safaris to you are subject to the supplier's terms and conditions.
- b) Participation in any tour or travel package arranged by Kedibone Safaris and provided by any of its Suppliers (including but not limited to transportation to or from any venue) is undertaken at your own risk.

c) You indemnify Kedibone Safaris 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.

d) The Client, his/her heirs, dependants, agents, executors or their assignees hereby irrevocably waive any claims which they may have against Go2Africa 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.

e) Kedibone Safaris 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.

f) Kedibone Safaris 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 Kedibone Safaris to have discovered the product failure having regard to Kedibone Safaris role in arranging access to the third-party products and services as for example booking accommodation in the Kruger National Park relying on the information and photos provided by SANPARKS on their website.

## **7. CANCELLATION AND REFUND POLICY**

a) In the event that you cancel your booking, in full or partially, for any reason whatsoever Kedibone Safaris will levy cancellation charges as defined in Section D below.

b) In the occasional instance where Kedibone Safaris is able to obtain waivers of cancellation fees and/or secure an ex-gratia refund from suppliers Kedibone Safaris will pass this on to you less the Service Fee. However, Kedibone Safaris makes no guarantees as to securing such waivers or refunds.

c) 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 Kedibone Safaris.

d) Cancellation of bookings:

The following **minimum** cancellation fees will apply, regardless of the reason for cancellation

i. 61+ days before departure: Deposit non-refundable

ii. 0-60 days before departure: 100% Cancellation fee

e) In the case of Covid-19 cancellation or a state of emergency where Kedibone Safaris will provide a 12 month valid voucher certificate for deposit paid.

f) Kedibone Safaris 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/accommodation you will be offered alternative available suggestions.

g) Should the alternative accommodation or travel suggestion not be acceptable to you we will provide a full refund minus an additional R2 000 admin fee.

h) Kedibone Safaris 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 Kedibone Safaris.

i) In the unlikely instance that Kedibone Safaris should cancel services defined in the confirmed itinerary Kedibone Safaris will provide a full refund on the cancelled service/s only.

j) Kedibone Safaris 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.

k) Our refund policy is subject to our cancellation policy and the cancellation policy of third party suppliers. When a refund is requested, in particular where Kedibone Safaris was not at fault, our approach will follow a set order of priorities to find a win-win solution:

i. Reschedule or postpone. As first priority we will attempt to reschedule the activity or postpone your trip to a mutually agreed date. This will minimise losses to all parties.

ii. If rescheduling or postponement is not possible, you will be asked to claim from travel insurance. It is imperative that you have comprehensive travel insurance in place to limit your risk of loss.

- l) No refund will be made if a valid travel insurance claim can cover the loss.
- m) If you fail to purchase comprehensive travel insurance with sufficient cover, that risk will not be carried by Kedibone Safaris and no refunds will be paid to any customer who fails to purchase adequate travel insurance before their trip.
- n) No refunds will be given by Kedibone Safaris for partly used Invoices, deposits paid and/or for no-shows.

## **8. CHANGES MADE BY US**

- a) Every effort will be made to provide the accommodation, services and activities as described and quoted to you.
- b) In the unlikely event that unforeseen circumstances necessitate a change in the program, we will notify you as soon as is reasonably possible and discuss suitable alternatives with you.
- c) We cannot be held responsible for adverse weather conditions, traffic problems, vehicle breakdowns, civil unrest, road closures, supplier issues or any other unforeseen circumstances that may lead to itinerary changes or the cancellation of certain activities.
- d) We reserve the right to change accommodation, vehicles, transport, meals, guides and other program details as conditions dictate, only if absolutely necessary and unavoidable.
- e) We commit to acting in your best interest and will always aim to offer an alternative of similar value should any changes be necessary.

## **9. EXCLUDED ITEMS AND SPENDING MONEY**

- a) Please take careful note of what is included and what is excluded from the price. Your quote and booking confirmation will clearly stipulate which items are included and excluded in the price.
- b) There are no hidden fees.
- c) Unless otherwise stated, items that are normally excluded are your international flights, airport taxes, visas and border crossing costs, certain meals, alcoholic drinks, personal expenses, gratuities, optional extra activities, and the cost of any COVID-19 test or other medical procedures.
- d) Please ensure that you have enough spending money in cash to pay for these items as needed.

- e) Payment for optional extras can be made in cash or in some cases by credit card. Credit cards are accepted widely but not everywhere. Foreign currency can readily be exchanged at the airport and in most banks, but it is better and safer to buy foreign currency in advance, before you depart. USD is accepted almost everywhere.
- f) Tipping is optional and will be left to your own discretion. It is customary to tip the guide if you received good service, but not compulsory.
- g) Your booking confirmation and safari info sheet will contain guidelines and more details.

## **10. COMPLAINT AND DISPUTE RESOLUTION**

- a) Any complaints should be telephonically reported to Kedibone Safaris at the time of the incident and should be followed up in writing to Kedibone Safaris, no later than 30 days after the Incident has occurred.
- b) Complaints should be forwarded to 14 Patrys street, Phalaborwa, 1389, Limpopo Province South Africa or alternatively via email to [info@kedibonesafaris.com](mailto:info@kedibonesafaris.com).
- c) Kedibone Safaris will acknowledge your complaint and endeavour to investigate it with the relevant service provider within a 30 days period after which it will provide you with written feedback.
- d) Although Kedibone Safaris 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.

## **11. TRAVEL INSURANCE**

- a) You agree to purchase comprehensive travel insurance at the time of your booking.
- b) 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.
- c) As agreed in Clause 18, you agree that in the event of you failing to purchase adequate insurance cover, you will not hold Kedibone Safaris responsible for any harm or loss that you may suffer.

## **12. PASSPORTS AND VISAS**

- a) You must ensure that you meet the necessary travel documentation, permit and/or visa regulations of the countries you intend entering, transiting or visiting. Kedibone Safaris recommends that you seek the advice of a professional travel agency in your country to help you. However, you remain responsible for ensuring you meet all regulations of South Africa.
- b) 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.
- c) Your passport must be valid for the prescribed period contained in the applicable regulations of the countries you will be entering, transiting and/or visiting. A minimum of 12 months after travel date is recommended.
- d) COVID-19 travel regulations and airline requirements may change at short notice. Kedibone Safaris accepts no responsibility or liability if you fail to obtain the correct travel documents for your trip or fail to comply with travel regulations, airline rules or immigration requirements. Please read your booking confirmation document carefully and bring it along on your safari.
- e) *If you are travelling with a child under 18 on a South African passport, please be aware that they will need an unabridged birth certificate (full birth certificate showing details of both parents). Please apply for this in advance if you don't have their unabridged birth certificate. For children travelling on foreign passports, no birth certificate is necessary (the regulation was scrapped in November 2019). In addition, for South African passport holders, a minor travelling with only one parent will need written consent from the other parent in the form of an affidavit, or a court order granting full custody, or a valid death certificate. Adopted children require official proof of adoption.*

## **13. INOCULATION, IMMUNISATION AND MEDICATION**

- a) You must ensure that you meet the immunisation, inoculation and medication regulations of various African countries. Kedibone Safaris recommends you seek the advice of your private doctor or travel clinic and review the guidelines displayed on SA's website relating 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.

- b) It is your obligation to ensure that you are medically fit to travel.
- c) Also seek advise from your doctor about malaria prevention as the Kruger National Park is in a red malaria zone. It remain your responsibility to have the necessary treatment in place.
- d) No compulsory vaccinations are required for travel to South Africa, but if you plan to visit other destinations in Africa as well, please consult with your travel clinic or doctor regarding vaccinations. For example, a Yellow Fever vaccine may be required to enter South Africa if you have travelled to countries where Yellow Fever occurs.
- e) Some destinations may require that you show proof of having recently tested negative for Coronavirus (SARS-Cov2) or proof of vaccination.
- f) If you are not fully vaccinated against COVID-19, South Africa and most other countries in the region currently require a negative PCR test certificate less than 72 hours old.
- g) Your home country may require that you obtain a negative COVID test before returning home. It is your responsibility to find out what your home country's entry requirements are upon return, and discuss with us the options for arranging a COVID test during your itinerary, if applicable.
- h) Please discuss this with us BEFORE your trip, not during your trips it may be impossible to arrange a COVID test at short notice in a remote wilderness area.
- i) If you suffer from any medical conditions that may affect you or your participation on this tour, please inform us about this on your booking form.
- j) You are responsible for bringing any prescription medication you may need.
- k) We accept no responsibility for any medical conditions, illnesses or related incidents that may occur during your safari, even if we have been fully informed about your condition.

#### **14.COVID-19 REGULATIONS**

- a) All unvaccinated travellers must produce a negative COVID-19 test certificate less than 72 hours old upon arrival.
- b) Wearing a cloth face mask that covers your mouth and nose is compulsory indoors, except while eating or in your own hotel room. Please bring your own supply of masks.
- c) Temperature screening and hand sanitizing procedures may apply wherever you enter a building, store, national park, or vehicle.
- d) If your hands or skin are sensitive to disinfectant, please carry your own hand sanitizer to use at all points of entry.

e) Vaccination certificates need to be internationally recognised and verifiable. Some countries require proof of vaccination to be uploaded to an online platform, app or website prior to arrival. Refusal to comply with COVID-19 regulations may lead to you being denied entry.

f) If your home country requires you to have a negative COVID test done during your trip, before being allowed to board your flight home, please discuss this with us in ADVANCE of your trip. Arranging a COVID test at short notice in a remote location may not be possible.

## **15. BEHAVIOUR**

a) You are expected to act within the confines of the law and take your fellow travellers into consideration.

b) If you behave in such a way as to endanger our staff or other passengers or cause damage to property, we reserve the right to terminate your safari without further liability.

## **16. EXPECTATIONS**

a) We will discuss your expectations with you in the process of booking and conducting your safari, and will strive to meet them as far as is realistically possible, but we make no guarantees with regard to expected weather, game viewing or animal sightings, exact travel times, or any other unpredictable factors that may affect your expectations or safari experience.

b) At third party suppliers like safari lodges, nature reserves or hotels, we usually have no control over the exact room, accommodation or guide assigned to you. The lodge management is responsible for these choices.

c) We are proud of our excellent reputation and will do our best to offer you the best possible experience.

## **17. DIETARY REQUIREMENTS**

a) It is up to you to inform us in advance of your dietary requirements, food allergies or any foods you don't eat.

b) We try our best to cater to everyone's dietary requirements but we rely on the information you provide in advance, so we can be as prepared as possible.

c) We take no responsibility for special dietary requests if we have not been informed in advance. In remote bush locations, it may not always be possible to cater to very strict alternative or religious diets.

## **18. INDEMNITY AND LIABILITY WAIVER**

- a) Kedibone Safaris and its staff accept no liability or responsibility for any damage, injury or loss of any kind whatsoever, including but not limited to death, trauma, disability, injury, illness, hospitalisation, mandatory quarantine or isolation, property theft or damage, financial loss, emotional trauma, missed flights, denied boarding, missed accommodation, cancellation or curtailment of your safari or any other incident as may arise before or during or after your safari.
- b) By booking your safari you agree that you are aware of the inherent risks associated with travel and you further agree to absolve Kedibone Safaris from any claim or liability which may result from any kind of loss, injury, illness or accident which may occur before, during or after or as a result of your tour, or as a result of a pandemic or natural disaster or any other unforeseen event.
- c) You are participating on this tour entirely at your own risk.
- d) Please ensure you have adequate health insurance and comprehensive travel insurance in place to cover any eventuality, including COVID-19 cover and medical evacuation and repatriation cover.
- e) Kedibone Safaris is not responsible for your travel insurance and can therefore not be held responsible for any claim.

## **LEGAL AGREEMENT**

### **19. GENERAL**

- a) No amendment, addition or consensual cancellation of this Agreement will be binding unless it is recorded in writing.
- b) 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 Kedibone Safaris.
- c) Make sure that everything you have agreed to has been recorded in this Agreement. If there is any conflict between the provisions of these documents, the provisions of the Customer Booking Form will prevail.
- d) 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.

e) Neither Party shall lose any of its rights under this Agreement if it does not immediately and in every instance insist on them.

f) 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.

g) 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.

h) If Kedibone Safaris has to bring legal proceedings against you to enforce payments of amounts owed to it, you shall be responsible to pay all costs Kedibone Safaris incurs in collecting the payment.

i) You shall not be entitled to cede any of your rights or assign any of your obligations under this Agreement.

j) If Kedibone Safaris is prevented from carrying out all or any of its obligations under this Agreement because of an event beyond its control, Kedibone Safaris 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.

k) 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.

## **20. ADDRESSES FOR NOTICES AND LEGAL PROCESS**

a) 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:

- i. 14 Patrys street, Phalaborwa, 1389, Limpopo Province, South Africa
- ii. You: The address provided by you on the Customer Booking Form.

b) 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.

## **21. CONFIDENTIALITY & COMMUNICATION**

a) Kedibone Safaris undertakes to take all reasonable and necessary steps to protect your personal information.

b) You authorise Kedibone Safaris 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 Kedibone Safaris website and related websites

i. Your full name and surnames;

ii. Your Contact telephone numbers;

iii. Your Electronic mail address;

iv. Your IP address;

v. Your User selected username and password;

vi. Your Non-personal browsing habits and click patterns;

vii. Your Profile information and

viii. Your Travel information.

