



Terms and Conditions

These general terms and conditions of business are applicable to bookings made directly with African Pathfinder cc (hereinafter referred to as 'African Pathfinder')

DEFINITIONS AND INTERPRETATIONS

- a) **APPLICATION** - All enquiries, advice, quotations or estimates addressed to, provided by or bookings made and/or all services rendered by or on behalf of African Pathfinder are subject to these terms and conditions ('the Conditions') and the terms and conditions of various third party providers of services and/or goods (i.e. airlines, tour operators, hotels, cruise companies etc.) who African Pathfinder requests on your behalf to render services or provide goods to you (see re such suppliers below: 'Third Party Suppliers').
- b) **THE CLIENT AND AUTHORITY**- The person and/or the lead person making such enquiries, seeking such advice, requesting such quotations or estimates or making such booking or to whom any service is rendered or goods supplied, is deemed to have read, had explained (where applicable), understood and accepted the Conditions and to have the authority to do so on behalf of the person, persons or group or entity in whose name or on whose behalf the enquiry is made or advice sought or estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered and/or the goods supplied (collectively referred to as 'the Client(s)').
- c) **THIRD PARTY SUPPLIERS** - African Pathfinder is not a Travel Agency, but a Tour Operator and acts only as an agent between the Client and the relevant Third Party Suppliers which includes but not limited to: airlines, car rental companies, accommodation establishments, transfer agents, tour companies, tour guides, and other suppliers within the travel industry. African Pathfinder operates subject to the specific terms and conditions of these Third-Party Suppliers as used in their Tours and Packages.
- d) **CPA** - means the Consumer Protection Act, 2008
- e) **SERVICE FEE** - means the portion of your Total Confirmed Price that covers the services provided by African Pathfinder including but not limited to booking services, administration, communication, amendment, cancellation and bank charges.

1. BOOKING PROCESS

- 1.1. The Client must complete and sign the prescribed African Pathfinder Booking Form and forward it to our offices via email together with the relevant payment (see section 2 below). An agreement will exist when the duly completed and signed Booking Form and payment of the specified deposit (*'the Deposit'*) is received from the Client as per the invoice, which will be sent to you.
- 1.2. The Client acknowledges and agrees that the booking process will be facilitated through African Pathfinder and any agreed changes and amendments must be done through African Pathfinder directly in writing and not with any of the third-party suppliers.
- 1.3. All correspondence will be forwarded to the lead person (*The Client*) indicated on the Booking Form unless otherwise stipulated by you. If your booking is through a travel agent or tour operator, all communications by African Pathfinder will be made to the address of that travel agent or tour operator.
- 1.4. Provisional booking periods are determined by third party suppliers and African Pathfinder reserves the right to release reservations if the provisional booking period is reached with no confirmation in the form of a duly completed and signed Booking Form and deposit received from the Client.
- 1.5. African Pathfinder, at the request of the Client in writing, will attempt to extend provisional bookings. Any extension of any provisional period will, however, remain the sole and unfettered discretion of third-party suppliers.
- 1.6. Updated copies of all Client's passports must be forwarded to African Pathfinder on confirmation of booking. (Refer to Clause 7.4.1 for Client's Responsibilities concerning passports).
- 1.7. Quotations are based on anticipated costs and are subject to amendments. There are times that these anticipated costs increase due to circumstances outside the control of African Pathfinder. These increases can be in relation to fuel surcharges, entrance fees, government / regional levies, ban by governments on travel, airline liquidation, VAT, taxes, amended/ re-routed airfares and accommodation. Any such increases will be for the Client's account whether or not the Client has made payment in part or in full and the Client undertakes to make payment for any such surcharges upon demand. Prices are quoted at the ruling daily exchange rate. Until African Pathfinder has received payment of the Price in full, it reserves the right to charge any fluctuations to the Client's account and the Client undertakes to pay for any such fluctuation on demand. The onus will be on the Client to check that there have been no changes in the Price prior to making full and final payment.
- 1.8. The total confirmed price is inclusive of the African Pathfinder service fee and relevant VAT on specific services.

2. PAYMENT POLICY - DEPOSIT AND FINAL PAYMENT

- 2.1. Reservations are confirmed upon receipt of a signed Booking Form (by *The Client*) and payment of a 30% deposit (*'the Deposit'*) on receipt of invoice. The Deposit constitutes 8% Service Fee, and apportionable deposits to be paid to each supplier requiring prepayment to secure reservations and in the event of any cancellation as provided for herein will be forfeited by the Client.
- 2.2. The balance of the payment is due 60 days (less than 10 guests travelling together) or 90 days (10 or more guests travelling together) prior to the commencement date of the holiday. Should you make a booking within 60 days (less than 10 guests) or 90 days (for 10 or more guests) of the commencement date, full payment is required at the time of booking.
- 2.3. Should African Pathfinder book and confirm internal flights (domestic or regional), a handling fee will be levied and full payment will be required on invoice to secure the price quoted in order to avoid any airfare increases. Airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed until payment

is received in full and the air ticket/s have been issued. Airfares are subject to airlines' cancellation/refund policies which will be provided at the time of booking. If full payment is not received by the applicable date the airline will automatically cancel the reservations.

- 2.4. On submission of the duly completed and signed Booking Form and payment of the Deposit, it is deemed to constitute your acceptance of African Pathfinder and Third-Party Suppliers' terms and conditions.
- 2.5. Should any supplier of African Pathfinder require different payments terms or deposits, African Pathfinder will advise the client in writing and amend payment requirements. The invoice will be in the currency of the payment required.
- 2.6. African Pathfinder reserves the right to request payment by credit card to secure all short lead time bookings which have been confirmed within 10 (ten) days of travel as well as all flight bookings. Note there is a fee attached to all credit card payments.
- 2.7. Reservations shall be considered confirmed once full and final payment has been received (either balance of total or full payment) by due date on invoice.
- 2.8. If the Deposit or final payment is not paid in due time African Pathfinder reserves the right to treat the booking as cancelled and cancellation penalties as per Clause 3 below will apply.
- 2.9. OR should deposit invoice or the final invoice not be paid within the time specified, African Pathfinder reserves the right to re-issue the invoice should there be an increase in foreign exchange rates, accommodation rates, airline fares or any other related costs
- 2.10. **Group Bookings (10 or more guests travelling together):**
 - 2.10.1. Should the group number deviate from the number required for the Booking, African Pathfinder reserves the right to re-cost the Price and raise a surcharge. Should any Client refuse to accept and pay such surcharge, African Pathfinder reserves the right to cancel the tour and retain any payment made (African Pathfinder will be entitled to retain any service fees charged and/or retain the commission earned and/or charge an administration fee).
 - 2.10.2. Full payment is required by each respective individual/company in order to confirm/secure any airline seats/accommodation/car hire or any other group arrangements on offer/discussed. If full payment is not received by the applicable date, African Pathfinder will automatically cancel any airline seats/accommodation/car hire or any other group arrangements on offer/discussed/confirmed and the Client will have no right of recourse against African Pathfinder or any of the Third-Party Suppliers.

3. CANCELLATION AND REFUND POLICY

- 3.1. 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 African Pathfinder.
- 3.2. In the event that you cancel your booking, in full or partially, for any reason whatsoever African Pathfinder will levy cancellation charges as defined in section 3.3. below and any bank charges will be for the clients' account. *In the occasional instance or for reasons relating to Force Majeure (see Clause 9 below), where African Pathfinder is able to obtain waivers of cancellation fees and/or secure an ex-gratia refund from suppliers African Pathfinder will pass this on to you less the 8% Service Fee. However, African Pathfinder makes no guarantees as to securing such waivers or refunds. Alternatively, wherever possible African Pathfinder will offer you a voucher for future travel and if accepted, there will be no forfeit.*
- 3.3. Cancellation charges:
 - 3.3.1. For less than 10 guests travelling together
 - 3.3.1.1. 60+ days before departure: Deposit (30% of total tour price) is forfeited in full

- 3.3.1.2. 0-60 days before departure: 100% Cancellation fee
- 3.3.2. For 10 or more guests travelling together (Groups)
 - 3.3.2.1. 90+ days before departure: Deposit (30% of total tour price) is forfeited in full
 - 3.3.2.2. 0-90 days before departure: 100% Cancellation fee
- 3.4. African Pathfinder will make every effort to confirm the required services after deposit payment. In the unlikely event of African Pathfinder being unable to confirm the itinerary travel services, alternative available travel services will be offered. Should these not be acceptable to you we will provide a full refund (less the Service Fee).
- 3.5. African Pathfinder will make every effort to ensure delivery of services as defined in the Final Confirmed Itinerary however we reserve the right to cancel services where unavoidable due to circumstances beyond the control of African Pathfinder. In the unlikely instance that African Pathfinder should cancel services defined in the confirmed itinerary, African Pathfinder will provide a full refund on the cancelled service/s only.
- 3.6. African Pathfinder 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.
- 3.7. No refunds will be given by African Pathfinder for partly used vouchers or for no-shows.

4. BANK TRANSFERS

- 4.1. All invoices will have the relevant USD or SA Rand banking details indicated for payment by bank transfer.
- 4.2. All bank charges are for Client's own account
- 4.3. Any notification of bank account changes must be verified with African Pathfinder immediately. African Pathfinder will not be held responsible if you pay your deposit or final payment into an incorrect bank account.

5. CREDIT CARD TRANSACTIONS

- 5.1. African Pathfinder accepts most credit cards for payment and will send instructions via a secure online link
- 5.2. Credit Card Payments will incur a transaction fee

6. WAIVER, INDEMNITY AND LIABILITY

- 6.1. All vouchers, receipts, tickets and any documentation pertaining to your booking issued by African Pathfinder to you are subject to African Pathfinder's and hence in accordance with the Third-Party Supplier's terms and conditions.
- 6.2. Participation in any tour or travel package arranged by African Pathfinder and provided by any of its Suppliers (including but not limited to transportation to or from any venue) is undertaken solely and entirely at your own risk.
- 6.3. You, your heirs, dependents, agents, executors or their assignees hereby indemnify African Pathfinder and its members, directors, employees, assignees and/or agents (*'the Indemnified Parties'*) against any claim arising for/from any damages or loss (financial or otherwise), accident, injury, death, harm (as defined in the CPA), illness, trauma, delay or inconvenience to any party which might be instituted against it arising from or in connection with the services contemplated in these Terms and Conditions and wherever, whenever and however the same may occur and whether or not arising from any act, omission, default, or negligence on the part of any of the Indemnified Parties whatsoever, unless such claim is for injury or death and due to a negligent act or omission of African Pathfinder, in which case, African Pathfinder has the appropriate professional indemnity cover in place. The Indemnified Parties shall furthermore not be liable for any consequential or indirect loss or damage whatsoever, unless section 61 of the CPA applies.
- 6.4. The Client, his/her heirs, dependents, agents, executors or their assignees hereby irrevocably waive any claims which they may have against the Indemnified Parties 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.

- 6.5. African Pathfinder acts solely in the capacity of an agent for third parties and as such African Pathfinder 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. African Pathfinder 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 African Pathfinder to have discovered the product failure having regard to African Pathfinder's role in arranging access to the Third-Party products and services on behalf of the Client.

7. CLIENT RESPONSIBILITY PRIOR AND DURING TRAVEL

- 7.1. Once the booking has been confirmed in writing by the Client and the deposit has been paid to African Pathfinder, it shall be deemed to be confirmed that these Terms and Conditions have been read and understood; that the Client agrees to be bound by these terms.
- 7.2. It is the Client responsibility to read through all proposals/quotes, documents, itineraries, invoices, directions and to open any website links presented to them by African Pathfinder. Please note that often more than one itinerary is prepared during the booking process and it is the Client's obligation to ensure that all the details in the final version submitted to it is correct.
- 7.3. It is the Client's responsibility to let African Pathfinder know if they are not in agreement with the proposal or correspondence presented to them, prior to their written confirmation advising African Pathfinder to proceed with the booking.
- 7.4. The Client is responsible to ensure that they are in possession of the necessary and correct travel documents as per the Final Confirmed Itinerary including but not limited to:
 - 7.4.1. Passports
 - 7.4.1.1. It is the entirely the Client's duty to ensure that all passports are current, valid, obtained on time, and valid for a least six months from your return home date.
 - 7.4.1.2. There must be a least three blank visa pages in the passport (not endorsement pages). Failure to do so might result in the Client / Traveler being denied entry into the country or being allowed to board the aircraft.
 - 7.4.2. Visas

It is the entirely the Client's duty to ensure that all visas are current, valid, obtained on time, for each country visiting, including in transit. (Please note, that a visa does not guarantee entry to any given country at point of entry and boarding of an aircraft may be denied at any point even if you have a valid visa. Furthermore, caution should be taken when your countries of transit or final destination issue visa on arrival. These must not be taken for granted and ensure that all details are obtained from the relevant embassy or consulate well in advance of your departure)
 - 7.4.3. Should you travel while pregnant, please contact your doctor for a "fit to travel" letter, which is required by some service providers. Please advise African Pathfinder how far your pregnancy is when traveling, as some service providers have restrictions.
 - 7.4.4. International Driver's License
 - 7.4.5. Unabridged birth certificates and affidavits where required for children under 18 years of age traveling and/or letter of consent from absent parent/guardian if travelling alone with children
- 7.5. The Client is solely and entirely responsible to ensure that they are in possession of and have obtained necessary health requirements, certificates and any vaccinations, inoculations, prophylactics and the like that may be required for travel to countries on their Confirmed Itinerary. Consult with a medical practitioner who is well versed with the prevailing conditions and requirements of the country(ies) you intend visiting before travelling. Yellow Fever inoculations are compulsory for certain areas in East Africa and Yellow Fever certificates

may be required if travelling/having travelled to countries within the Yellow Fever belt of Africa or South America.

- 7.6. If African Pathfinder assists the Client in any way, such assistance will be at African Pathfinder's sole discretion and the Client acknowledges that in doing so, African Pathfinder is not assuming any obligation or liability and the Client indemnifies African Pathfinder against any consequences of such assistance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical challenges the journey may entail and the Client must accordingly be in an adequate condition for the Proposed Travel Arrangements.
- 7.7. It is agreed that the Client will take out comprehensive Travel Insurance including "Cancel For Any Reason" (CFAR) cover in the event of unforeseen cancellation and for personal effects, personal accident, medical and emergency travel expenses, cancellation and curtailment of the package / tour booked. The Client/ Traveler acknowledges that without such travel insurance, they will be responsible for all costs arising from any cancellation (including loss of the deposit), re-routing or rescheduling of the trip or any emergency (medical or other) that may arise. As agreed in clause 6, you agree that in the event of you failing to purchase adequate insurance cover, you will not hold African Pathfinder responsible for any harm or loss that you may suffer. Note that this must be purchased and arranged with your insurance company on payment of your Deposit to African Pathfinder or you might not be able to acquire the relevant insurance cover required. It shall not be obligatory upon African Pathfinder to effect insurance for the Client. All insurance obtained by the Client will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the Client will be issued with a policy document of the insurer. It is a complex document, which must be read BEFORE YOU initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure.

(Please note that various credit card companies offer limited levels of travel insurance, which African Pathfinder does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover).

- 7.8. The Client acknowledges that travel in Africa or Indian Ocean Islands, may take you into isolated regions and in close proximity with wildlife. Client/s will be required to sign an indemnity and waiver form at the time of their safari or tour at the specific locations, lodges and / or adventure activities which are separate to the African Pathfinder terms and conditions.
- 7.9. The Client is solely responsible for ensuring that all payments due to African Pathfinder are received timeously by African Pathfinder in accordance with the provisions of the terms and conditions.
- 7.10. It is the Client's responsibility to print a copy of the Final Confirmed Itinerary and any relevant documents related to this Final Confirmed Itinerary. These could include E-tickets, hotel / lodge vouchers, vouchers for day tours, activities, transfers and travel directions to lodges or venues (note that African Pathfinder will not be held liable for incorrect or inaccurate GPS directions). Note that these documents are the final confirmation details of all services which include all contact numbers, flight information, addresses and confirmation numbers.
- 7.11. The Client understands that this Final Confirmed Itinerary and final documents presented by African Pathfinder prior to your travel, supersedes any previous documents or correspondence.
- 7.12. The Client understands that all vouchers, receipts and tickets are issued subject to the terms and conditions specified by African Pathfinder and suppliers. Acceptance of the Final Confirmed Itinerary, E-tickets and any relevant vouchers which are included in the African Pathfinder Final Confirmed Itinerary, is deemed to constitute your acceptance of the African Pathfinder and individual supplier's terms and conditions.
- 7.13. The Client is responsible for adhering to the luggage restrictions on scheduled and charter aircrafts used in Africa. In particular, light aircraft flights have extraordinary baggage regulations which include but are not

limited to weight, structure and shape. 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. African Pathfinder recommends that you seek the advice of its Travel Experts.

- 7.14. Safekeeping of baggage and personal effects shall at all times remain the Client's risk, African Pathfinder will assume no liability for lost or damaged luggage or personal effects during the Final Confirmed Itinerary.

8. OUR RESPONSIBILITY

- 8.1. African Pathfinder acts on behalf of individual operators and third-party suppliers of products and services in the tourism and leisure industry, such as hotels, lodges, guest houses, car rental companies, ground/transfer agents, tour guides, rangers, restaurants and other establishments. Each of these third-party vendors are carefully vetted and selected by African Pathfinder on a regular basis.
- 8.2. African Pathfinder warrants that as at the time of such vetting, all such third-party vendors complied with all legal requirements to operate, including being in possession of appropriate licenses. Furthermore, as far as African Pathfinder can ascertain, all such recommended third-party vendors carry insurance for liability arising from its operations.
- 8.3. Whilst African Pathfinder takes all reasonable steps to ensure that such third-party vendors are properly licensed and insured and maintain appropriate standards, African Pathfinder cannot be held responsible for nor shall be liable for any loss, damage, injury, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any supplier in carrying out the arrangements of the Final Confirmed Itinerary, or otherwise in connection therewith. The descriptions, information and opinion supplied to you in respect of airlines, hotels and the services of other suppliers utilised by us, are given in good faith and are based on our latest information in respect of such vendors.
- 8.4. African Pathfinder is a member of SATSA: Southern Africa Tourism Services Association. Members must adhere to a strict Code of Conduct guaranteeing high standards of service, good quality tourism services and product, and a trustworthy accreditation with the association itself. Members are bonded with third-party indemnity, ensuring financially sound relationships when using them as suppliers. SATSA members are also required to submit documentation pertaining to their business annually so that the association can verify they are indeed running a healthy business that can be recommended to international tour operators.

9. FORCE MAJEURE

- 9.1. DEFINITION: The parties agree that one or more of the following events, circumstances or occurrences will constitute prima facie force majeure for the purposes of the terms and conditions that govern the relationship between the parties, subject to the qualifying requirements:
- Acts of God and casus fortuitous: physical, natural causes which cannot be foreseen or prevented and which without limiting the generality of the aforesaid includes tornadoes, death, extraordinary high tides, tidal waves, violent winds, storms, floods, earthquakes, earth tremors, volcanic eruption, hurricanes, tornados, typhoons, cyclones, landslides, subsidence, lightning strikes, fire and other natural disasters;
 - Industrial action such as strikes and lockouts, riots, protests and protest action, whether of a political nature or not;
 - War, sabotage, revolution, terrorism, civil commotion, riots, insurrection, invasion, blockade or boycott;
 - Epidemic, pandemic or the outbreak any other life and/or health threatening diseases, whether infectious, contagious or not, or events such as the spillage of dangerous contaminants or severe air, water, soil or substance pollution;
 - Any other event that is due to an irresistible force, unavoidable and external accident;
 - Breakdown of public services and amenities;
 - National and/or regional border closures and international, national and/or regional or transport travel or transport bans or restrictions whether taken and/or implemented by the government of any country included in the client's travel itinerary;

- The geographic location, origin and/or epicenter of the Event is irrelevant as the only yardstick is the impact on the contractual obligations of the parties;

9.2. QUALIFYING REQUIREMENTS: The parties agree that the above prima facie force majeure events ('*the Event*') will only qualify as such if all of the following conditions are met:

- The party invoking force majeure ('*the Force Majeure Party*' - '*FMP*') must immediately advise the other party ('*the Force Majeure Recipient*' - '*FMR*') in writing;
- The Event must not be due to the fault, negligence or breach of contract on the part of the FMP
- The Event must destroy the subject matter of the contract and means of performance to such an extent that performance becomes permanently impossible and NOT simply difficult, burdensome or economically onerous to carry out;
- The FMP uses and has used due diligence and its best commercially reasonable endeavours to overcome and/or remove and/or alleviate and/or mitigate the Event;
- the FMP must mitigate its own damages;
- The FMP must take all reasonable steps to avoid non-performance;
- Any steps taken by any country's government must be as a result of the Event which results in and meets any one or more of the above Qualifying Requirements;
- The Event must not be of a temporary nature but if it is anticipated to endure for an unreasonably long period, it will be regarded as permanent

9.3. REMEDIES:

- If the parties are in disagreement about the Definition or the Qualifying Requirements, the parties will apply the Dispute Resolution clause of the Conditions;
- If any one or more of the qualifying criteria are not met, the FMP will have the option to agree a postponement with the FMR and the contract will be performed at the postponed date or the FMP can cancel the contract and the cancellation provisions will apply.
- If they are in agreement that the qualifying requirements have been met, then parties will in the first instance use their best endeavours to agree on the postponement of performance of the contract and failing consensus in that regard, the FMP will use its best endeavours to reimburse the FMR all monies received from it and paid to third party service providers which it manages to recover less irrecoverable disbursements and a reasonable management and service fee.

10. ALTERATIONS OF SERVICES

10.1. African Pathfinder cannot guarantee the following and is not liable or responsible for: Fuel surcharge increases, increase in entrance fees, government, regional levies and taxes etc. Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by African Pathfinder until full payment is received by the Client / Traveler and tickets issued.

10.2. African Pathfinder is not responsible for any changes due to personal circumstances, delays, changes and omissions before or during your Final Confirmed Itinerary due to technical difficulties, adverse weather conditions, communication breakdowns, events or anything beyond the control of African Pathfinder. All expenses occasioned by the changed circumstances event/s, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs, etc., will be for the Client's own account.

10.3. Private or scheduled flights – African Pathfinder or the charter company do not accept any responsibility for delays, cancellations due to unforeseen circumstances, technical breakdowns, diversions due to bad weather or airline liquidations.

10.4. African Pathfinder is not responsible for any cancellation or curtailment of the Tour as a result of the Client's personal circumstances e.g. death, illness etc.

11. CONSENT TO SHARE TRAVEL INFORMATION WITH THIRD PARTIES

The information required on the Booking Form is shared with all relevant parties on your journey to ensure your needs are met. All reasonable measures are undertaken to keep this information confidential. Whilst the confidentiality of your personal information is our utmost priority, we need to store this information and pass it onto third parties such as airlines, hotels, transfer companies, restaurants and our partners in order to assess your potential holiday options and make the necessary arrangements and reservations. We will comply with the applicable privacy and data protection laws (see below) but we do require your consent. Details are required for each traveler in the party, including children, tour leaders, travel coordinators, private guides as relevant to the booking.

By signing the Booking Form and/or paying the deposit, you confirm that the given information is correct and accurate and that you consent to African Pathfinder, retaining and sharing the information with third parties for the purpose of making the necessary travel arrangements and managing the proposed itinerary.

African Pathfinder will comply with all provisions of the applicable privacy legislation such as the Protection of Personal Information Act, Act 4 of 2013 [*POPIA*] and, in the case of residents of the European Community (*the EC*), the General Data Protection Regulations of 2018 (*the GDPR*) as detailed in the African Pathfinder's Privacy Policy which is incorporated herein by reference and which you are deemed to have read, understand and agree to be bound by.

12. GENERAL

- 12.1. Whilst African Pathfinder has used its best endeavors to standardize these Terms and Conditions, they are bound by the Terms and Conditions contracted into with each Third-Party supplier and there may be instances where it might be necessary from time to time to vary the payment and/or other terms.
- 12.2. No amendment, addition or consensual cancellation of this Agreement will be binding unless it is recorded in writing and signed by a duly authorised representative of each the parties.
- 12.3. These Terms and Conditions together with the Booking Form, the Proposal, all enquiries, advice, quotations or estimates addressed to, provided by or bookings made and indemnities signed and African Pathfinder's Privacy Policy constitute collectively the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated or presented on behalf of African Pathfinder or otherwise that is not included herein. The contra proferentem rule will not apply to the interpretation of the Conditions.
- 12.4. 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.
- 12.5. Neither Party shall lose any of its rights under this Agreement if it does not immediately and in every instance insist on them.
- 12.6. 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.
- 12.7. 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.
- 12.8. If African Pathfinder has to bring legal proceedings against you to enforce payments of amounts owed to it, you shall be responsible to pay all costs African Pathfinder incurs in collecting the payment on an attorney and own client scale.
- 12.9. You shall not be entitled to cede any of your rights or assign any of your obligations under this Agreement.
 - 12.9.1. If African Pathfinder is prevented from carrying out all or any of its obligations under this Agreement because of an event beyond its control, African Pathfinder 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.
- 12.10. African Pathfinder reserves the right to amend these terms and conditions from time to time and the latest amended version will be available on its website.