

AFRICAN STUDIO SAFARIS (PTY) LTD

TERMS AND CONDITIONS

1. AFRICAN STUDIO SAFARIS (PTY) LTD

- 1.1 African Studio Safaris (Pty) Ltd (hereafter referred to as AFRICAN STUDIO SAFARIS (PTY) LTD), is a company duly incorporated in accordance with the Company Laws of South Africa, Registration Number (2022 / 580814 / 07).
- 1.2 In these terms and conditions any reference to AFRICAN STUDIO SAFARIS (PTY) LTD refers to AFRICAN STUDIO SAFARIS (PTY) LTD . These terms govern hospitality products or services delivered by suppliers in South Africa.
- 1.3 “Business” or “Businesses” refers to any third-party business and or sub-contractor that AFRICAN STUDIO SAFARIS (PTY) LTD employs to further their core business or uses regarding the hospitality products or services they acquired the rights to.

2. AFRICAN STUDIO SAFARIS (PTY) LTD's Customers

AFRICAN STUDIO SAFARIS (PTY) LTD's customers are:

- 2.1.1 tour operators, who contract with AFRICAN STUDIO SAFARIS (PTY) LTD, and / or any Business which has other tour operators, travel agents, or travellers as their customers, as the case may be, or
- 2.1.2 travel agents, who contract with AFRICAN STUDIO SAFARIS (PTY) LTD, and / or any Business acting on behalf of a third-party tour operator, other travel agents, or travellers as their customers.

3. The Nature of AFRICAN STUDIO SAFARIS (PTY) LTD's Business

- 3.1 AFRICAN STUDIO SAFARIS (PTY) LTD's core business is the acquisition of rights to hospitality products or services from hospitality product or service providers / suppliers and the supply those rights to its customers.
- 3.2 AFRICAN STUDIO SAFARIS (PTY) LTD's customer will then, in turn, on-supply those rights to their customers, which may be travellers, or *via* a chain of customers eventually to be travellers.
- 3.3 The travellers referred to in clause 3.2 will exercise their rights by claiming the products or the actual use of the services from AFRICAN STUDIO SAFARIS (PTY) LTD's providers / suppliers.
- 3.4 AFRICAN STUDIO SAFARIS (PTY) LTD may provide its own employees on an *ad hoc* basis to provide the services to the travellers.

3.5 AFRICAN STUDIO SAFARIS (PTY) LTD possesses all licenses and permits necessary to conduct the business as a tour operator in Southern Africa.

4. **Exclusion of Liability, Suppliers Terms, and Risk**

4.1 AFRICAN STUDIO SAFARIS (PTY) LTD acquires the right to hospitality products or services from suppliers ('the itinerary').

4.2 AFRICAN STUDIO SAFARIS (PTY) LTD contracts with the suppliers as principals, and not as agents or on each other's behalf.

4.3 The booking of the supply of the products may be in the name of AFRICAN STUDIO SAFARIS (PTY) LTD, or the suppliers may undertake to supply the product or the service to AFRICAN STUDIO SAFARIS (PTY) LTD, but it is unequivocally understood between AFRICAN STUDIO SAFARIS (PTY) LTD and the suppliers that AFRICAN STUDIO SAFARIS (PTY) LTD will not make use of the product or the service itself.

4.4 The suppliers are obliged to render the product or the service, paid for by AFRICAN STUDIO SAFARIS (PTY) LTD, to travellers whose names will be furnished to the suppliers in due course by AFRICAN STUDIO SAFARIS (PTY) LTD.

4.5 The supplier acknowledges that the products or the services will be rendered to travellers in terms of the agreement it has with AFRICAN STUDIO SAFARIS (PTY) LTD.

4.6 The supplier acknowledges and agrees that, if it renders the future products to the traveller satisfactorily, this will constitute performance in terms of the agreement with AFRICAN STUDIO SAFARIS (PTY) LTD, thereby discharging the suppliers' obligation towards both AFRICAN STUDIO SAFARIS (PTY) LTD and the traveller, the latter of whom will be the recipient of the product or the service.

4.7 While AFRICAN STUDIO SAFARIS (PTY) LTD makes every effort:

4.7.1 to engage quality suppliers among the airlines, hotels, tour operators and other service providers, to provide the products or the services making up the Itinerary;
and

4.7.2 to ensure that the various products or services making up the Itinerary will be carried out efficiently and as specified,

it does not have direct control over the provision of product or services by suppliers and shall not be liable and is indemnified by the acceptance of these Terms and Conditions 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 Itinerary, or otherwise in connection therewith.

- 4.8. In particular, AFRICAN STUDIO SAFARIS (PTY) LTD accepts no liability and is indemnified by the acceptance of these Terms and Conditions for:
- 4.8.1 any changes, omissions or delays before or during the course of the Itinerary occasioned by technical difficulties, weather conditions, communication breakdowns or events beyond the control of AFRICAN STUDIO SAFARIS (PTY) LTD;
 - 4.8.2 any cancellation or curtailment of the Itinerary as a result of the traveller's personal circumstances, e.g. death or illness (hereafter referred to as "the Changed Circumstances Event(s)").
- 4.9. 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 customer's account.
- 4.10. If, in the opinion of AFRICAN STUDIO SAFARIS (PTY) LTD, the fulfilment of the Itinerary is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and/or any other adverse factors beyond AFRICAN STUDIO SAFARIS (PTY) LTD's control, AFRICAN STUDIO SAFARIS (PTY) LTD may at any time cancel the Itinerary or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the account of the customer.
- 4.11. All bookings are subject to the terms and conditions herein contained which make up the Itinerary. AFRICAN STUDIO SAFARIS (PTY) LTD will provide on request, the identity of the supplier, however these terms and conditions together with the Schedule for the specific service required shall take precedence, unless specified herein.
- 4.12. Save in the event of wilful misconduct or gross negligence by AFRICAN STUDIO SAFARIS (PTY) LTD and / or any Business, neither AFRICAN STUDIO SAFARIS (PTY) LTD and / or any Business, nor its holding or parent company or representatives shall be liable for any loss, injury, death or damages, arising from the Itinerary.
- 4.13. AFRICAN STUDIO SAFARIS (PTY) LTD will not be responsible for any charges that appear on a traveller's credit card not levied/effectuated directly by AFRICAN STUDIO SAFARIS (PTY) LTD (e.g. a credit card charge by a hotel), nor accept responsibility for having any of these charges reversed or corrected upon the traveller's return to his/her country of departure/final destination.
- 4.14. The customer undertakes to inform the travellers that they may be required to sign liability waivers when checking into certain hotels or game lodges, or partaking in any activities or excursions.
- 4.14.1 Without restricting the type or nature of any waiver given, any waiver relating to the risks of entering wildlife areas, the remoteness of the areas, the risks associated with

certain activities or excursions and the rough terrain they may have to travel through in specialised open game vehicles, is required to state that the traveller participates at their own risk and waives liability against the supplier. For the purpose of these terms and conditions, such waiver shall include AFRICAN STUDIO SAFARIS (PTY) LTD from liability when executed, and in the event that such waiver was not given, then AFRICAN STUDIO SAFARIS (PTY) LTD is expressly indemnified against such risks by the providers / suppliers, the customer, and the traveller.

5. **Quoted Prices & Price Variations**

5.1 Any price quoted:

- 5.1.1 in the most current release of AFRICAN STUDIO SAFARIS (PTY) LTD's price schedule; or
- 5.1.2 in any of AFRICAN STUDIO SAFARIS (PTY) LTD's guided tour price schedules; or
- 5.1.3 in any specific FIT or group quote issued by AFRICAN STUDIO SAFARIS (PTY) LTD, are:
 - (a) subject to adjustment in accordance with (b), valid and guaranteed by AFRICAN STUDIO SAFARIS (PTY) LTD only for the period of validity as stated on the price schedule/quote in question; and
 - (b) is subject to increase, forthwith on notice by AFRICAN STUDIO SAFARIS (PTY) LTD, in respect of any fuel surcharge and/or increase in entrance fees and/or government and/or regional levies and/or taxes.

5.2 AFRICAN STUDIO SAFARIS (PTY) LTD reserves the right to adjust any price, on expiry of any period of validity of a price schedule and / or quote issued by AFRICAN STUDIO SAFARIS (PTY) LTD, by way of a revised price schedule/quote, in accordance with, e.g. increases in airfares, hotel rates, transport costs and currency fluctuations.

5.3 Airfares are subject to the prices and conditions quoted by the airlines.

5.4 Terms and conditions, including any exclusion of bookings, or discounts applicable to minor children, are as set out in the specific price schedule, or quote.

5.5 In the event of any conflict between these terms and conditions and AFRICAN STUDIO SAFARIS (PTY) LTD's booking confirmation, the provisions of AFRICAN STUDIO SAFARIS (PTY) LTD's booking confirmation shall prevail.

6. **Value-Added Tax**

6.1 The applicability of value-added tax (VAT) to the supply of rights to customers will be determined by AFRICAN STUDIO SAFARIS (PTY) LTD's interpretation of the South African Value-Added Tax Act.

6.2 A supply of rights may therefore, depending on the nature of the right and / or the recipient thereof, either be subject to VAT at the current standard rate, VAT at a zero rate or exempt therefrom.

6.3 Prices will, if applicable, include VAT at the current standard rate.

7. **Reservations**

7.1 AFRICAN STUDIO SAFARIS (PTY) LTD does not accept any legal or contractual obligations in relation to conditional booking requests.

7.2 Once the customer makes an unconditional booking request, whether telephonically or by email, web application interface (API), or on any web enabled booking system to AFRICAN STUDIO SAFARIS (PTY) LTD, AFRICAN STUDIO SAFARIS (PTY) LTD shall provide a confirmation of booking by email or web application interface (API), or on a web enabled booking system.

7.3 On transmission of AFRICAN STUDIO SAFARIS (PTY) LTD's confirmation of booking:

7.3.1 a binding contract between AFRICAN STUDIO SAFARIS (PTY) LTD and the customer shall result on the terms and conditions set out herein, read together with the relevant pricing schedule and/or quote and/or itinerary and/or AFRICAN STUDIO SAFARIS (PTY) LTD's confirmation of the booking; and

7.3.2 the customer shall be liable to pay the price as set out in AFRICAN STUDIO SAFARIS (PTY) LTD's confirmation of booking (alternatively, the price schedule/quote applicable to such reservation).

8. **Payment and Penalty Fees**

8.1 Payment shall be due and payable by the customer on or before the time periods set out in this clause 8 unless specified otherwise in the AFRICAN STUDIO SAFARIS (PTY) LTD booking confirmation.

Unless the booking confirmation specifies otherwise, the customer shall be liable to effect payment to AFRICAN STUDIO SAFARIS (PTY) LTD of the total price on the booking no later than 4 (four) weeks prior to departure, on presentation of AFRICAN STUDIO SAFARIS (PTY) LTD's invoice in respect thereof.

8.2 Notwithstanding anything contained in these terms and conditions, inclusive of the Schedules, AFRICAN STUDIO SAFARIS (PTY) LTD reserves the right, at its sole discretion, to request a non-refundable deposit for any services booked at any time in which case, same will be communicated to the customer during the booking process.

8.3 In the event of any reservation made within 30 (thirty) days prior to departure, the total price shall be immediately due and payable on confirmation. It is acknowledged that in the

aforementioned circumstances, the services reserved are subject to availability and are not guaranteed. Cancellation terms apply on confirmation as per clause 9.1 below.

- 8.4 AFRICAN STUDIO SAFARIS (PTY) LTD expressly reserves the right and is entitled, in its sole discretion, to cancel any reservation where payment (including deposits) has not been made by the due date.
- 8.5 In the event a deposit has been required and the reservation is subsequently cancelled by AFRICAN STUDIO SAFARIS (PTY) LTD, due to the customer's failure to pay the balance outstanding, the deposit paid will be forfeited to AFRICAN STUDIO SAFARIS (PTY) LTD.
- 8.6 Any cancellation in terms of this clause 8 of a reservation by AFRICAN STUDIO SAFARIS (PTY) LTD due to non-payment on the due date, will be without prejudice to any claim for compensation for all possible damages suffered due to the client's breach and the client hereby expressly accepts such rights.
- 8.7 Documentation will only be delivered to the customer on receipt of payment in full and completed booking forms and travel declarations (if applicable) by AFRICAN STUDIO SAFARIS (PTY) LTD.
- 8.8 AFRICAN STUDIO SAFARIS (PTY) LTD will accept payment for all land arrangements in CASH ONLY. Payment by TT or EFT will constitute a cash payment. Acceptance of cheque or Credit Card payments are at AFRICAN STUDIO SAFARIS (PTY) LTD's sole discretion and may be declined without explanation.
- 8.9 When payment is made in a different currency to the currency quoted in the quote, then acceptance of payment in a foreign currency must first be approved by AFRICAN STUDIO SAFARIS (PTY) LTD, and will be subject to the rate of exchange, applied by AFRICAN STUDIO SAFARIS (PTY) LTD's bankers at the time of receipt of payment. The customer shall be liable to effect payment to AFRICAN STUDIO SAFARIS (PTY) LTD of any shortfall (and AFRICAN STUDIO SAFARIS (PTY) LTD shall be responsible to reimburse the customer for any overpayment), resulting from exchange rate fluctuations.
- 8.10 AFRICAN STUDIO SAFARIS (PTY) LTD shall be entitled in its sole discretion to appropriate any amounts received by AFRICAN STUDIO SAFARIS (PTY) LTD from the customer towards the payment of any cause, debt or amount owing by the customer to AFRICAN STUDIO SAFARIS (PTY) LTD whatsoever. Each payment made by the customer to AFRICAN STUDIO SAFARIS (PTY) LTD, shall be applied firstly in respect of interest accrued and the balance, if any, shall be applied in reduction of the capital sum.
- 8.11 A certificate under the hand of any director / officer of AFRICAN STUDIO SAFARIS (PTY) LTD as to:
- 8.11.1 the existence and confirmation of the amount of any indebtedness at any time of the customer to AFRICAN STUDIO SAFARIS (PTY) LTD ('the debt');

- 8.11.2 the fact that the due date for payment of the debt has arrived;
- 8.11.3 the amount of interest accrued on the debt shall bear at the maximum legal prescribed interest rate as adjusted from time to time as per AFRICAN STUDIO SAFARIS (PTY) LTD's bankers;
- 8.11.4 any other fact, matter or thing relating to the Customer's debt and/or obligations, in terms of any booking or indebtedness between the customer and AFRICAN STUDIO SAFARIS (PTY) LTD,
- shall for the purpose of provisional sentence or summary judgement or any other proceedings against the customer in any competent court be:
- (a) *prima facie* proof of the correctness of the matters stated therein;
 - (b) deemed to be sufficient particularity for the purposes of pleading or trial;
and
 - (c) valid as a liquid document for those purposes.
- 8.12 Notwithstanding anything to the contrary herein, the customer shall be obliged to pay AFRICAN STUDIO SAFARIS (PTY) LTD the whole of the outstanding balance of its debt, together with accrued interest thereon immediately, and AFRICAN STUDIO SAFARIS (PTY) LTD shall be entitled to proceed for the immediate recovery thereof including legal costs on the scale as between attorney and own client, without prior notice to the customer and without prejudice to AFRICAN STUDIO SAFARIS (PTY) LTD's other rights in law and/or without prejudice to any claims which AFRICAN STUDIO SAFARIS (PTY) LTD may have against the customer arising from any breach of these terms and conditions or any booking, should:
- 8.12.1 the customer fail to pay any amount due by the customer to AFRICAN STUDIO SAFARIS (PTY) LTD in terms of this agreement on the due date for payment thereof;
or
- 8.12.2 the customer fails to have any judgment granted against it set aside, or to take steps to have a judgment set aside, or to satisfy the judgment within 14 (FOURTEEN) days after the date on which any such judgment is granted against the customer; or
- 8.12.3 the customer breach any material term hereof; or
- 8.12.4 the customer compromise or attempt to compromise with any of its creditors; or;
- 8.12.5 the customer commits any act which, if committed by an individual, would constitute an act of insolvency; or
- 8.12.6 the customer be placed in liquidation or judicial management or being wound up, whether provisionally or finally and whether voluntarily or compulsorily.

9. Cancellation & Amended Booking Fees

- 9.1 In the event of the customer cancelling their reservation for any reason, such cancellation must be made in writing (or if made telephonically, confirmed forthwith in writing), in which event the customer shall be liable for AFRICAN STUDIO SAFARIS (PTY) LTD's cancellation charges as set out in Schedules A-F.
- 9.2 Where non-refundable deposits are highlighted by AFRICAN STUDIO SAFARIS (PTY) LTD in relation to the particular product or service booked on a quotation or booking enquiry, the supplier's response provided in respect of those products including the non-refundable deposit and any specific terms in relation to the product shall apply and be payable by the customer.
- 9.3 Amendments and all cancellations en route must be made by the customer. The customer shall be liable for all costs (including repatriation and the administrative fees which AFRICAN STUDIO SAFARIS (PTY) LTD incurs) as a result of any en route cancellations, by the customer including but not limited to cancellation because of ill health or injury.
- 9.4 AFRICAN STUDIO SAFARIS (PTY) LTD have the right to charge for amendments to reservations at a change fee quoted at the time for:
- 9.4.1 Amendments received 30 (thirty) days or more prior to departure for each alteration made to the booking after the initial reservation plus AFRICAN STUDIO SAFARIS (PTY) LTD's and/or the suppliers' published administration charges (from time to time), will be levied on all documentation submitted for re-issue or refund.
- 9.4.2 Amendments received within 30 (thirty) days prior to departure: The applicable cancellation charge, quoted at the time (as the case may be), will be levied as the change fee.
- 9.5 No refunds will be made for no-shows, or any unused products or services, irrespective of whether they form part of the basic inclusive price, or whether they are in respect of pre-booked or optional arrangements.
- 9.6 The above cancellation terms in this clause 9 relate only to Foreign Individual Travel (FIT) bookings and not Group related travel or bookings, which are advised at the time of confirmation.

10. Changes to Services

- 10.1 The products and services included on all booking itineraries, are subject to availability. AFRICAN STUDIO SAFARIS (PTY) LTD reserves the right to substitute hotels or coach operators, or other services listed with others of the same or next available higher category, at no additional cost to the customer, even after commencement of the tour.

- 10.2 AFRICAN STUDIO SAFARIS (PTY) LTD reserves the right to use smaller or larger vehicles on tours should final traveller numbers justify such change.

11. **Accommodation**

Unless specifically stated otherwise in the itinerary, pricing schedule or quote, all accommodation is based on 2 (two) people sharing a twin-bedded room. Restrictions on the number of adults and/or children per room, are as stated in the specific quotation or supplier's terms and conditions, which restrictions are available on request. Specific room/bed requests are subject to availability and additional costs at the time of enquiry.

12. **Special Requests**

Special requests must be made at the time of booking. AFRICAN STUDIO SAFARIS (PTY) LTD will endeavour to comply with the special requests, which will be for the cost of the customer, but cannot guarantee that such requests will be met.

13. **Right of Admission Reserved**

AFRICAN STUDIO SAFARIS (PTY) LTD, the Businesses and the service providers / suppliers reserve the right at its discretion to decline to accept or retain any person as a guest. Guests shall obey every lawful instruction of any employee of AFRICAN STUDIO SAFARIS (PTY) LTD, its Businesses or the service providers / suppliers.

14. **Travel Documents, Passports, Visas, Vaccinations, Inoculations and Re-entry Permits and International Driver's Licenses**

- 14.1 All customers shall ensure that the traveller/s are in the possession of and have complied with:

14.1.1 the correct travel documentation, including passports valid for the minimum period after the tour, required by law in each country the traveller will visit;

14.1.2 the correct visas/re-entry permits, valid for the countries visited - the visa costs incurred are for the traveller's own account; and

14.1.3 health, foreign exchange and other legal requirements.

- 14.2 AFRICAN STUDIO SAFARIS (PTY) LTD shall not be responsible for any consequences whatsoever should the traveller fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. It is the customer's responsibility to check and be familiar with the constantly changing requirements of each country. AFRICAN STUDIO SAFARIS (PTY) LTD shall not be responsible or liable and is indemnified by the customer for any information, which it or its representative may furnish to the traveller in relation to the above.

- 14.3 If the customer has requested a rental car as part of the services, the customer shall ensure that the traveller obtains an international driving permit from his/her local transport authority. The customer shall ensure that the traveller is in possession of his/her local driving license and produce same at the car rental check-in counter.
15. **Insurance**
- 15.1 While AFRICAN STUDIO SAFARIS (PTY) LTD and its providers have insurance cover it does usually not provide insurance cover against risks for the traveller. The customer shall advise the traveller to take out comprehensive travel insurance and to familiarise themselves with any exceptions and conditions as may be imposed by the insurance, AFRICAN STUDIO SAFARIS (PTY) LTD, or any underwriters issuing the policy of insurance, which they select. AFRICAN STUDIO SAFARIS (PTY) LTD shall not be responsible or liable:
- 15.1.1 for any information which it or its representatives furnish in relation to travel insurance;
- 15.1.2 for filing/prosecuting a claim on the traveller's behalf against any insurer/underwriter who has issued a policy to the traveller; or
- 15.1.3 for any claim disputed/rejected by the insurers.
16. **Jurisdiction**
- 16.1 All matters arising from or in connection with these terms and conditions and any contract concluded by the customer with AFRICAN STUDIO SAFARIS (PTY) LTD, their validity, existence and termination shall be determined in accordance with the laws of the Republic of South Africa.
- 16.2 Should any dispute of any nature whatsoever arise from or in connection with these terms and conditions and any contract concluded by the customer with AFRICAN STUDIO SAFARIS (PTY) LTD, then at the election of any party shall be referred to arbitration, by either of the parties, by way of a notice to the other party, in which notice particulars of the dispute must be set out.
- 16.3 Such dispute shall be resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ('AFSA'). The customer by its/his/her signature hereto expressly consents to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency and irrevocably authorizes AFRICAN STUDIO SAFARIS (PTY) LTD to apply, on behalf of all parties to such dispute, in writing, to the secretariat of AFSA in terms of Article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.
- 16.4 When arbitration proceedings are held it shall not be necessary to observe or carry out the usual formalities or procedure (for example, there shall not be any pleadings or discovery) or to comply with the strict rules of evidence.

- 16.5 The arbitrator for such arbitration proceedings shall be a suitably qualified person agreed upon by the parties and, failing agreement, nominated by the chairperson for the time being of AFSA.
- 16.6 The decision of the arbitrator shall be final and binding on the parties, who shall summarily carry out that decision and either of the parties shall be entitled to have the decision made an order of any court with competent jurisdiction.
- 16.7 Either party may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 16.8 Nothing herein contained shall be deemed to prevent or prohibit either party from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- 16.9 Any arbitration in terms of this clause shall be conducted in camera and the parties shall treat as confidential and not disclose to any third-party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration,
- 16.10 The "arbitration" clause in of this clause 16 shall be severable from the rest of the terms and conditions and therefore shall remain effective and binding between the parties notwithstanding any termination or cancellation of any contract concluded by the customer with AFRICAN STUDIO SAFARIS (PTY) LTD.
17. General Terms
- 17.1 AFRICAN STUDIO SAFARIS (PTY) LTD shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty or condition express or implied shall be considered to be or have been made or agreed or implied by reference to any other writing, advertisement or conversation.
- 17.2 No indulgence, which AFRICAN STUDIO SAFARIS (PTY) LTD may grant to any party, shall constitute a waiver of any of the rights of AFRICAN STUDIO SAFARIS (PTY) LTD who shall not thereby be precluded from exercising any rights against the customer and/or the traveller which may have arisen in the past or which might arise in the future.
- 17.3 Each term or condition of these terms and conditions shall be separate and separately enforceable from the other terms and conditions herein and shall in no way be limited or restricted by reference to or inference from any other terms or conditions. If any term or condition herein, shall be found to be illegal or unenforceable then the remaining terms and conditions hereof shall be and remain binding.
- 17.4 All customers shall inform travellers that they are required to comply with general codes of conduct as issued by AFRICAN STUDIO SAFARIS (PTY) LTD from time to time, including any prohibition on smoking imposed on any coaches and at any hotels/venues on any Itinerary.

17.5 The customer shall be solely responsible for ensuring that the traveller is physically and mentally capable of undertaking the journey and participating in the activities that constitute the tour itinerary.

17. Domicile

17.1 The customer chooses as its/his/her *domicilium citandi et executandi* for all purposes under these terms and conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature, arising from any transaction or claim, which is governed by these terms and conditions, the physical address and email address set out in the customer particulars schedule or contact details provided through our respective booking channels.

17.2 Any notice given by any party to any other, which is transmitted by email to the addressee at the addressee's email address for the time shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission thereof.

Schedule A

All Services

1. Introduction

The headings appear for reference only and shall not influence the interpretation of this schedule. This Schedule forms part of and is subject to the overall terms and conditions to which they are attached. The terms and conditions shall apply to all services procured in this Schedule A unless specifically outlined herein.

2. Accommodation

Accommodation is based on two people sharing a twin-bedded room unless otherwise stated. The use of specific accommodation is subject to availability. AFRICAN STUDIO SAFARIS (PTY) LTD reserves the right to make use of alternative accommodation if required to do so. Meals are generally included as part of the services but are subject to the final itinerary. The details of the specific Itinerary and services to be provided by the specific Service Provider shall be outlined and these will be the basis on which the services are provided including the provision of meals.

3. Cancellation Fees

Should the reservation be cancelled, the following cancellation fees will be due and payable. All cancellation notifications must be made in writing by e-mail. These shall be effective only



African Studio Safaris (Pty) Ltd
Company ref: 2022 / 580814 / 07
37 Benjamin Avenue
Olivedale
Johannesburg
2188
+27718712103

on the date which AFRICAN STUDIO SAFARIS (PTY) LTD and/or the Businesses receive the notification of cancellation –

All percentages refer to the total service value

Refer to Quote or Invoice Deposit and total service value conditions