



'Everyone should spend time in Africa'

STANDARD TERMS AND CONDITIONS

AFRICAN INVITE (PTY) LTD

The following constitutes the standard terms and conditions of AFRICAN INVITE:

1. INTERPRETATION

The following terms shall have the meanings assigned to them:

- 1.1. "AFRICAN INVITE" means AFRICAN INVITE (PTY) LTD, a private corporation, which has its registered office at 32 Herold Road, Stellenbosch, 760;
- 1.2. "the Client" means the person, natural or juristic, who signs the Booking Form, accepting the quotation and confirming the booking of the tour. If a client signs on behalf of any member/s of his/her party, then the client accepts these terms and conditions on behalf of every member of his/her party as if they had specifically signed it;
- 1.3. "supplier" means a third party who supplies services to AFRICAN INVITE;
- 1.4. "the Booking Form" means the acceptance form completed by the Client as confirmation of the tour booking;
- 1.5. "indemnity" means the Indemnity and Assumption of Risk form enclosed with this agreement; itinerary
- 1.6. "force majeure" means any circumstances beyond the reasonable control of AFRICAN INVITE (including, but not limited to, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, strikes, sabotage, insurrection, civil disturbance, quarantine, government intervention, weather conditions or other untoward occurrences);
- 1.7. "in writing" means a letter sent by hand, by post, by courier, by fax or via electronic mail.

2. PAYMENT TO SECURE BOOKING

In order to confirm and secure the booking, payments must be made by the Client to AFRICAN INVITE as follows:

- 2.1. A 20% non-refundable deposit at the time of booking;
- 2.2. Final payment due 60 days prior to travelling, or as indicated on the final itinerary;
- 2.3. All payments must be made by electronic funds transfer or a telegraphic transfer (SWIFT). All payments must be free of any bank charges.
- 2.4. The prices quoted to the Client at the time of the reservation may subsequently be altered if certain price determinants such as the exchange rate, fuel costs, taxes or other government levies and etc. change.
- 2.5. The prices quoted to the client at the time of the reservation for a number of passengers shall subsequently be altered if the number of passengers changes for what ever reason.

3. CANCELLATION AND REFUND POLICY

- 3.1. Any cancellation of the booking must be in writing and will take effect on receipt and acknowledgement by African Invite of your cancellation. The cancellation fees applicable are as follows:
 - 3.1.1. 60 or more days before departure: 10% of the deposit;
 - 3.1.2. Less than 60 days 100% of the tour price.
- 3.2. AFRICAN INVITE reserves the right to claim administrative, cancellation and bank charges levied by any supplier against it in respect of the cancellation of the booking by the Client.

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- 3.3. 3.3 If the Client fails to arrive for start of the tour at the scheduled time and place, or is unable to do so for any reason whatsoever, including the lack of valid travel documents (passport, visa, etc.), he/she shall not be eligible for any refunds. In the event of a booked tour participant not being present on departure, we will make every attempt to contact them (email and phone as provided by them), and will wait up to 15 minutes after the tour start time. If we have not seen or heard from them after that time, it will be considered a “no show”. A no show is deemed as a cancelled tour and no refund will be given.
 - 3.4. Once the tour is booked, the tour participant accepts and abides by these terms and conditions. AFRICAN INVITE accepts no responsibility for incorrect email or inability to deliver email. Should a confirmation not arrive timeously or at all, then the tour participant must ask us to resend the email confirmation of the tours paid for. Your obligations and responsibilities
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 - 3.6. AFRICAN INVITE reserves the right to sell any places reserved but remaining without receipt of full payment or a deposit.
 - 3.7. It is the responsibility of the tour participant to check the accuracy of dates booked upon receipt of their booking confirmation.
 - 3.8. AFRICAN INVITE reserves the right, that if a client reserve and pay for a private guide to travel throughout the itinerary and the private guide, booked by African Invite becomes unavailable at time of travel, for whatever reason, African Invite have the right to change the private guide with someone else of the same calibre.
4. RATES.
- 4.1. Rates are quoted per trip per person unless stated otherwise.
 - 4.2. Rates are quoted, in South Africa Rand and are inclusive of Value Added Tax at 14%
 - 4.3. Our rates vary according to tours and choice. Refer to our website for current rates.
 - 4.4. Additional R 150/person may be charged for transfers between 23h00 and 07h00
 - 4.5. Other destinations will be quoted before booking confirmation.
5. MINORS
- 5.1. All minors must be identified on booking and accompanied by a legal guardian.
 - 5.2. Unless stated, children from the ages of 5 – 15 years will be charged at 60% of the adult tour price.
 - 5.3. Unless stated, children younger than 5 years, free.
 - 5.4. South African law does not permit wine tasting for anyone younger than 18 years of age.
6. TOURS/SHUTTLES
- 6.1. Tours/shuttles may require a minimum number of tour participants.
 - 6.2. Shuttles start in Stellenbosch and are single direction unless stated.
 - 6.3. Tours start and end in Stellenbosch unless stated.
 - 6.4. Should a tour participant leave the tour early for whatever reason, no discount or refund is offered.
 - 6.5. Pick up and drop off point to be agreed upon in writing at least 2 days before tour start.
 - 6.6. Certain Tours/shuttles may have maximum number of passengers restriction.
 - 6.7. Any extra equipment such as golf bags, bicycles, scuba, surf or other equipment must be indicated AND confirmed with AFRICAN INVITE before any transport and may be subject to additional charge.
 - 6.8. Should a tour participant need to make changes to tour dates, they should contact us before 14 days from departure for rescheduling. If there is no availability, the cancellation policy applies
 - 6.9. Any coupon code or discounts must be presented before purchase

7. PASSPORTS, VISAS, VACCINATIONS

The Client must:

- 7.1. Personally ensure that he/she has a valid passport. AFRICAN INVITE cannot be held liable for any loss of passport(s) due to any reason whatsoever.
- 7.2. Personally be responsible for obtaining an appropriate visa valid for the duration of the tour and stay in the Republic of South Africa or any country that will form part of the tour.
- 7.3. Personally be responsible for taking all the vaccinations that may be deemed reasonably necessary by the Client for travelling to the Republic of South Africa or any other country that will form part of the tour. AFRICAN INVITE shall not be liable for any consequences that may arise out of failure, including negligence, to obtain such vaccinations.

8. TRAVEL AND MEDICAL INSURANCE

There is no travel or medical insurance included in the ticket purchase.

- 8.1. Personal travel and medical insurance is compulsory for all Clients for the full duration of the tour and forms part of the conditions of booking. The insurance must include cover for accidental death and disability, emergency medical expenses (including evacuation), loss of luggage or personal effects and expenses associated with the cancellation or curtailment of a tour. It is the Client's obligation to acquire his/her insurance as aforesaid.
- 8.2. The owners and management accept no responsibility whatsoever for any injuries incurred to persons or loss, theft of or damage to property or for any possessions of tour participants during a tour or on the way to or from a tour.

9. OBLIGATIONS OF THE CLIENT

The Client shall commit to:

- 9.1. Comply with the laws of the Republic of South Africa or any other country that will form part of the tour, requirements and formalities of local police, health and other public authority;
- 9.2. Act in a courteous manner towards AFRICAN INVITE's employees, guides and representatives and obey the instructions of the tour guide and/or group leader during the whole tour;
- 9.3. Cooperate with transport, hotel, restaurant operators and other providers and comply with their terms and rules under which such services are provided;
- 9.4. Respect the customs and traditions of local residents and rules of traditional dwellings; and, in general, of all such places where the Client alone is responsible for his/her acts;
- 9.5. The tour guide may take photographs and films of persons (as part of a group) as participants and these may be used in our brochures and/or advertising and publicity material without obtaining any further consent or payment in respect of such photographs and/or films;
- 9.6. Behave in an environmentally friendly manner.

10. WEATHER.

Under no circumstances can AFRICAN INVITE be held responsible for weather conditions.

- 10.1. No ticket can be cancelled or amended by tour participants at any time on the basis of weather conditions.
- 10.2. AFRICAN INVITE accepts no responsibility for weather conditions that may affect the delivery and implementation of our itinerary.

11. NON SMOKING POLICY

No smoking is permitted in any of our vehicles or in any of the tasting facilities or other destinations except for in designated smoking areas.

12. TIPS AND GRATUITIES

Tips and gratuities are not included and are given after the tour at the discretion of the tour participant.

13. ASSUMPTION OF RISK, WAIVER, INDEMNITY AND LIABILITY

- 13.1. The Client acknowledges and accepts that participating in the tour organized by AFRICAN INVITE may involve the risk of death, injury, mental or emotional trauma, disability or property damage from hazards and dangers which are inherent risks involved in participating on a tour. Whilst every precaution is taken to ensure the safety of all Clients, certain risks are inherent in these activities and can not be eliminated or mitigated.
- 13.2. By making a reservation with AFRICAN INVITE, the Client affirms that he/she has considered these risks, that his/her participation in the tour organized by or involving AFRICAN INVITE is entirely his/her own risk, and that he/she agrees to freely accept and fully assume all such risks as well as any other risks involved in participating in the tour and tour activities organized by African Invite and the possibility of any resulting injury, loss or damage.
- 13.3. The Client, its beneficiaries, heirs and successors in title or otherwise agree to release, waive and discharge AFRICAN INVITE and all of its employees, suppliers, guides and representatives from and against any and all presently existing and/or future liabilities, damages, actions and claims relating to or arising from any activity, occurrence or event (including but not limited to illness, injury or death) involving AFRICAN INVITE, or relating to or arising from any action or omission by AFRICAN INVITE or by any employee, supplier, guide, or representative of AFRICAN INVITE, regardless of whether such action or omission constitutes negligence.
- 13.4. The Client, its beneficiaries, heirs and successors in title or otherwise further agree to indemnify and hold harmless AFRICAN INVITE and all of its employees, suppliers, guides and representatives from and against any loss, damage, liability and expense incurred by AFRICAN INVITE as a result of the Client's participating in the tour and tour activities organized by or involving AFRICAN INVITE.
- 13.5. All vouchers and tickets issued by AFRICAN INVITE to the Client on behalf of a supplier are subject to the supplier's terms and conditions. AFRICAN INVITE shall be exempt from all liability in respect of any claim arising from any delays, loss or damage caused by third party services.
- 13.6. AFRICAN INVITE shall be exempt from all liability in respect of any claim arising from any error on the itinerary for whatever reason.

14. HEALTH

- 14.1. The Client confirms and represents that he/she is medically fit, in good health, is able to embark on the tour and does not suffer from any serious medical condition that may be aggravated by participating in the tour activities, some of which may be physically demanding. If the Client becomes unable to complete the tour due to intentionally undisclosed health conditions, he/she shall not be entitled to seek any compensation whatsoever from AFRICAN INVITE.
- 14.2. It is the Client's responsibility to ensure that he/she has had all necessary inoculations or immunisations required for the tour prior to departure and African Invite shall not be liable for the Client's failure to ensure that this has been attended to.
- 14.3. The Client must inform AFRICAN INVITE in advance of any impairment or disability that may limit his/her participation in the tour activities. Although AFRICAN INVITE shall endeavour to make reasonable efforts to address the needs and/or requirements of individuals with impairments or disabilities, AFRICAN INVITE reserves its right to, in its sole and absolute discretion, decline to accept the client's booking should African Invite be of the opinion that the client is not medically fit or suffers from a medical condition which creates a health or other risk to the client, AFRICAN INVITE and/or its suppliers and/or tour participants.
- 14.4. AFRICAN INVITE strongly urges all intending tour participants to equip themselves with all special care and/or needs that they may require.

15. FORCE MAJEURE

- 15.1. AFRICAN INVITE shall not be deemed to be in breach of these terms and conditions nor be liable to the Client for non-performance due to force majeure.
- 15.2. In the event that AFRICAN INVITE invokes force majeure, it shall use its best endeavours to terminate the circumstances giving rise to force majeure and upon termination of these circumstances, shall give written notice to the Client.
- 15.3. In the event that AFRICAN INVITE invokes force majeure, it shall not be liable to provide a refund. Any refunds will be at the goodwill and discretion of African Invite.

16. GENERAL

- 16.1. This agreement constitutes the whole of the agreement between the parties and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties.
- 16.2. The parties agree that once the client has accepted the itinerary, the client accepts the terms and conditions as set out by AFRICAN INVITE and it will be accepted that client had read the terms and conditions.
- 16.3. AFRICAN INVITE endeavour to avoid making changes to itineraries; however there can be occasions where this is unavoidable and reserve the right to change itineraries at any time and at our discretion. This includes non-availability by the wine estate or other venue for whatever reason including floods, fire, outbreaks of contagious diseases, revolution, national or local strikes and/or protests, social disorder, political unrest. In this event we will make alternative arrangements of comparable monetary value.
- 16.4. The parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.
- 16.5. No waiver of any of the terms and conditions of this agreement will be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16.6. This agreement and all matters or disputes arising therefrom shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 16.7. In the event of a dispute, AFRICAN INVITE and the Client shall endeavour to seek an amicable and faithful agreement. If the parties fail to reach such agreement, the dispute shall be referred to the relevant South African court having jurisdiction, having regard to clause 10.6 below, and shall be governed solely by the laws of the Republic of South Africa.
- 16.8. The Client consents to the jurisdiction of the Magistrate's Court, notwithstanding that the amount involved exceeds the jurisdiction of the Magistrate's Court. The Client agrees, however, that AFRICAN INVITE in its sole discretion may institute any such action or proceedings in any division of the High Court that may have jurisdiction.
- 16.9. If AFRICAN INVITE institutes legal proceedings against the Client, it shall be entitled to recover from the Client all legal costs that it incurs on an attorney/own client basis, including but not limited to collection commission, other costs and tracing agent charges.
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