



MAPS Travel (PTY)LTD T/A Maps Tours and Travel

Reg No. 2019/459386/07

General Information and Booking Conditions

In these Terms & Conditions, the 'Company' shall mean MAPS TOURISM (PTY) LTD t/a MAPS Tours and Travel; a company registered according to the company laws of the Republic of South Africa. The 'Client' shall mean the person who has signed a booking form as the Lead Booking Name and each person named in the booking form.

1. Definitions and Interpretations

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

- a) "Company" means a travel advisor employed by MAPS TOURISM (PTY) LTD t/a Maps Tours and Travel.
- 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 MAPS TOURISM (PTY) LTD t/a Maps Tours and Travel, 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 MAPS TOURISM (PTY) LTD t/a Maps Tours and Travel confirming your acceptance of the Customer Quotation
- 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;
- h) "Deposit" means the monies payable by you to MAPS TOURISM (PTY) LTD t/a Maps Tours and Travel 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) "MAPS Tours and Travel" means MAPS TOURISM (PTY) LTD group comprising Maps Tourism (PTY)LTD t/a Maps Tours and Travel, a private company, registration number: Reg No. : 2019/459386/07 duly registered in terms of the laws of the Republic of South Africa, carrying on business at 11A Blauberg Villa, Jenny Lane, West Beach, Cape Town 7441
- k) "Involuntary change" means a change/s to a booking caused by, scheduled airline failure, bad weather, airport or airline strikes , global pandemic/s and all other Force Majeure;
- l) "in Writing" means written communication sent to MAPS Tours and Travel by recorded delivery post or by email.
- m) "You/Your" means the client described on the Customer Booking Form.
- n) "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;
- o) "Overbooking Displacement" means cancellation or rescheduling of a service by a service provider due to a supplier booking error;
- p) "Parties" means both you and MAPS Tours and Travel;
- q) "Supplier" means a third party who supplies you with travel services, including but not limited to airlines, transfer companies, car rental companies, tour operators, hotels and suppliers of accommodation.
- r) "Supplier Schedule Failure" means a Supplier's failure to provide you with travel services as per your booking, including but not limited to an Overbooking Displacement;
- s) "Scheduled Airline Failure" means an airline's failure to operate at all or to operate according to the flight schedule for reasons including but not limited to technical failure or weather conditions;

t) "Service fee" means the portion of your Total Confirmed Price that covers the services provided by Maps Tourism (PTY)LTD t/a Maps Tours and Travel including but not limited to booking services, administration, communication, amendment, cancellation and bank charges.

u) "Total Confirmed Price" means the total cost of services rendered to you on behalf of Maps Tourism (PTY)LTD t/a Maps Tours and Travel or by Maps Tourism (PTY)LTD t/a Maps Tours and Travel, as indicated in the Customer Confirmation Form;

v) Expressions in the singular also include the plural, and vice versa; and

w) Pronouns of any gender include the other gender

2. Contract/ Securing a booking

There shall be no binding contract between the Company and the Client until the following conditions are met:

2.1. The Company Booking Form has been signed and completed by the client

2.2. The booking terms and conditions have been confirmed by the Client

2.3. A 50% Deposit at time of booking excepting air travel, which requires 100% payment upon booking, as tickets must be issued simultaneously, and accommodation bookings which require 50% deposit;

2.4. The full amount due by the Client to the Company, shall be payable not less than 90 days prior to the date of departure/start of services (unless otherwise specified in the Agent's Contract). No Client will be permitted to commence any itinerary without payment in full being received by the Company. If the full amount is not received, the Company shall be entitled in its discretion to treat the reservation as cancelled, and consequently to forfeit such part of the advance payment as determined solely by the Company. Late applicants may join the tour based on accommodation availability.

2.5. Greater deposits may be required in instances of specialist product &/or peak season travel.

2.6. Invoices in foreign currencies shall be paid by no later than the date specified on the footer of the original invoice. If payment is not made within this stipulated time, the Client is obligated to request a new invoice as the due amount is subject to currency fluctuations. If a new invoice is not requested and the currency exchange rate has changed to Maps Tourism (PTY)LTD t/a Maps Tours and Travel's disadvantage, a new invoice will be issued charging the difference to the Client/Agent.

2.7. 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.

2.8. Payment by Credit Card from a Client, a 5% surcharge will be added for Visa and Master Cards or all credit card payments

2.9. 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

3. Price Increases

3.1. All Customer Quotation Forms and Customer Confirmation forms generated by Maps Tours and Travel are based upon external supplier costs such as air fares, airport taxes, fuel surcharges, accommodation, car hire, park fees and gate fees which are outside of the control of Maps Tours and Travel. These supplier costs are therefore subject to change until final payment has been received or in the instance of air travel, until air tickets have been issued.

3.2. You agree that should any such costs increase; such an increase will be for your account and shall be payable to Maps Tours and Travel or as otherwise instructed by Maps Tours and Travel.

3.3. You also acknowledge that:

i. Airlines reserve the right to levy additional or increased airport taxes and fuel charges - without notice, at any stage prior to flight and any such costs increased as a result of an increase effected by the airline will be for the Client's account and shall be payable to Maps Tours and Travel or as otherwise instructed by the airlines

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 travel 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 Maps Tours and Travel or as otherwise instructed by the road transportation company;

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 Maps Tours and Travel or as otherwise instructed by such parties.

4. Changes and Alterations

a) Maps Tours and Travel will make every effort to adhere to the confirmed itinerary. However, where Involuntary Changes are significant– such as change of accommodation or transportation – Maps Tours and Travel 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-

4.1. "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;

4.2. The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to the Client, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

4.3. If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the booking, tour or safari.

4.4. No refunds are given for circumstances arising beyond the Company's control, necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of the tour or safari.

4.5. In the unlikely event of a vehicle breakdown that is beyond the Company's control and immediate repair, the Supplier will arrange to have the spare part sent to the current location in the fastest possible time. The Company with the supplier assistance reserves the right to alter the itinerary accordingly in order to make up any time lost due to any unforeseen circumstances.

4.6. The company reserves the right to cancel the tour without prior notification and in such an event only agrees to refund all monies already paid and received from the Client

5) Travel Deals and Discounts

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

6) Waiver, Indemnity and Liability

6.1. All vouchers, receipts and tickets issued by Maps Tours and Travel to you are subject to the Supplier's terms and conditions.

6.2. Participation in any tour or travel package arranged by Maps Tours and Travel and provided by any of its Suppliers (including but not limited to transportation to or from any venue) is undertaken at your own risk.

6.3. You indemnify Maps Tours and Travel 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.

6.4. The Client, his/her heirs, dependants, agents, executors or their assignees hereby irrevocably waive any claims which they may have against Maps Tours and Travel 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. Maps Tours and Travel acts solely in the capacity of an agent for third parties and as such Maps Tours and Travel 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. Maps Tours and Travel 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 Maps Tours and Travel to have discovered the product failure having regard to Maps Tours and Travel's role in arranging access to the third party products and services on behalf of the Client.

7. Cancellations and Refund

7.1. Any cancellation of a booking by a Client or Agent, must be in writing and shall only be effective upon its acknowledged receipt by the Company. The date on which the Company receives the correspondence, or a company recognized Agent, will determine the cancellation charge, if any.

7.2. Maps Tours and Travel will levy cancellation charges. In the occasional instance where Maps Tours and Travel is able to obtain waivers of cancellation fees and/or secure a refund from suppliers Maps Tours and Travel will pass this on to you less the Service Fee. However, Maps Tours and Travel makes no guarantees as to securing such waivers or refunds.

7.2.1. Cancellation charges will be incurred as follows:

- i. 90 + days before departure: Deposit non-refundable
- ii. 61 – 89 days before departure: 30% Cancellation fee
- iii. 0-60 days before departure: 100% Cancellation fee

7.3. Maps Tours and Travel 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 you will be offered alternative available travel services. Should the alternative available travel services not be acceptable to you we will provide a full refund

7.4. Maps Tours and Travel 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 Maps Tours and Travel. In the unlikely instance that Maps Tours and Travel should cancel services defined in the confirmed itinerary Maps Tours and Travel will provide a full refund on the cancelled service/s only.

7.5. Maps Tours and Travel 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.

7.6. No refunds will be given by Maps Tours and Travel for partly used vouchers or for no-shows.

8. Claims and Complaints

8.1. In the unlikely event that the client has a complaint against the company, the Company must be informed immediately, in order that an opportunity is afforded to the company to investigate the situation and provide redress. If the client has any further complaints, these must be lodged in writing to the Company within 1 month of the tour end date. If these procedures are not followed, the Company will not start or continue any such investigation of said complaint.

8.2. Maps Tours and Travel 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.

8.3. Maps Tours and Travel will make every effort to assist in the resolution of the complaint, however, it cannot guarantee the satisfactory resolution of complaints for services and products outside of its control and for which it is not responsible

DEALINGS WITH OTHER SERVICE PROVIDERS ON THE CLIENTS BEHALF

9. Flight Rules and Conditions

9.1. All airlines require the full names of passengers as stated in their passports or travel documents.

9.2. After air tickets have been issued, any changes will be subject to the relevant Airline's terms and conditions applicable to that fare type.

9.3. It is your responsibility to check and correct any errors in respect of your flight reservations which appear on the Customer Confirmation Form and Customer Booking Form. Maps Tours and Travel accepts no liability for incorrect details provided by you.

9.4. Airfares are only guaranteed once final payment has been received and the air ticket has been issued.

9.5. If any Airline levies additional or increased airport taxes and fuel charges at any stage prior to your flight, you agree that such an increase will be for your account and shall be payable to Maps Tours and Travel or to the Airline if instructed to do so.

9.6. You must reconfirm all onward and return flights with the relevant airline at least 72 hours prior to your flight.

9.7. Maps Tours and Travel cannot guarantee any airline seating or meal requests. However, Maps Tours and Travel will endeavour to assist you in this regard.

9.8. All of your baggage and personal belongings are at all times at your responsibility. Maps Tours and Travel will not accept any liability for your misplaced baggage or any loss or damage to your baggage or personal effects.

9.9. Should you cancel your air ticket, the cancellation will be subject to the relevant Airline's terms and conditions applicable to that fare type.

9.10. Should a refund be granted by the relevant Airline, it may be subject to a delay. Maps Tours and Travel will only be obliged to refund any amounts once it receives them from the relevant airline.

9.11. Air tickets which are unused for more than 1 year from the date of their issue are considered as expired and must be submitted to the relevant airline for their authority to refund. Maps Tours and Travel will make every effort to assist you in obtaining this refund but cannot provide you with any guarantees in this regard.

9.12. Maps Tours and Travel will provide you with an e-ticket reference number together with a full itinerary, once the air ticket has been fully paid for.

9.13. In the event of a Voluntary Change, you will be responsible for the difference in all applicable fares and taxes

10. Luggage Allowance

10.1. You must ensure that you meet the baggage regulations of the airlines and charter companies that you will be using.

10.2. 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.

10.3 Please seek the advice of your Safari Expert as the restrictions are essential because of the nature of the tours provided. Because overloaded vehicles/ light aircrafts are inherently dangerous and cause unnecessary transport problems, potentially endangering Clients and Company representatives, the Company insists that every Client adhere to these luggage restrictions.

11. Client Responsibility – Passport and Visas

11.1. It is the Client's sole responsibility to ensure that passports, visas, travel permits and inoculations required for the tour, are obtained well in advance and are in order in terms of all the countries to be visited. It is the Client's responsibility to meet any additional costs incurred either by the Client (or by the Company on the Client's behalf) as a result of any failure by the Client to comply with such requirements. The Company may not be held liable for any failure on the part of a client to be in possession of the correct travel documentation.

11.2. The onus is on the Client concerned to fully acquaint themselves with the Terms and Conditions set herein and all matters such as visas, required documentation, payment schedules and cancellation policies.

11.3 It is the Client's responsibility to check the latest FCO advice (foreign & commonwealth office) for the countries they will be travelling to.

11.4 A minimum of 12 months after travel date is recommended on your passport

11.5. If you are travelling alone with minor children, you will need to provide a letter of consent from the absent parent/s that the children can travel with you.

12. Travel Insurance

12.1. Travel and cancellation insurance is mandatory for every Client. All insurance is solely the responsibility of the Client. Before a Client commences a tour, he/she should arrange his/her own insurance with protection for the full duration of the travel, to cover including but not limited to, personal injury, damage and loss of personal items including but not limited to camera equipment and other electronic equipment, medical expenses, repatriation expenses and loss of luggage. If a Client falls ill, all hospital expenses, medical expenses, doctor's fees and repatriation costs are the Client's responsibility and the Company shall not be liable for any refund of the tour rate whatsoever.

12.2. The carriage and storage of all baggage and personal effects are always the Client's risk and the Company will not accept any liability for any loss or damage of baggage or personal effects. It is the

clients' responsibility to ensure all personal items are covered by travel insurance for the correct value.

13. Supplier Default Insurance

a) As part of your travel package, Maps Tours and Travel has secured supplier default insurance. This cover is not meant to replace the comprehensive travel insurance recommended above. Instead, it provides financial protection (up to a maximum sum) in the event that a third party supplier (as declared and accepted by the insurance providers) is unable to provide its services or products due to its own financial failure and that the losses incurred by you as a result cannot be recovered by any other means.

b) The full terms and conditions and exclusions pertaining to this commercial supplier failure insurance cover are available here. Please be sure to read these terms and conditions carefully to ensure that you understand the extent and conditions of the cover.

c) Subject to the terms and conditions referred to above, the supplier default insurance cover includes:

i. Any financial losses suffered as a result of pre-departure cancellation by a third-party supplier where it is impossible to replace that element of your trip, or

ii. In the event that it is possible to replace the cancelled element of your trip, then the cost of replacing that element, or

iii. The cost of repatriating you to your original point of departure where your trip is curtailed in the event that it is impossible to replace the unavailable travel component

d) In addition to the exclusions contained in the full terms and conditions, the supplier default insurance cover excludes:

i. Losses which are recoverable under other insurance cover

ii. Losses where the supplier was in financial failure already at the time of your travel booking

iii. Losses arising from any travel arrangement not booked through Maps Tours and Travel

e) In order to qualify for this insurance cover, you need to notify Maps Tours and Travel within 3 (three) months of the relevant incident of your intention to make a claim and provide the evidence necessary to support a claim.

14 Confidentiality

14.1. Maps Tours and Travel undertakes to take all reasonable and necessary steps to protect your personal information.

14.2. You authorise Maps Tours and Travel 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 Maps Tours and Travel 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.

15. Liability

15.1. The Client hereby acknowledges, confirms and records that he/she understands the risk inherent in adventure travel in African destinations and associated activities. The Client is accepted onto the tour and undertakes to do the tour, travel or activity at his/her own risk. The client agrees and concedes that the Company, its representatives and employees shall not be responsible for loss or damage to possessions, or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever, unless directly caused by the Company's negligence.

16. Company Responsibility and Rights

16.1. The information in any brochure and printed itineraries is given in good faith by the Company and is based on the latest information available to the Company. Printed itineraries serve as a guideline only. The company reserves the right to change the facilities or transport described in any publication without being liable for any compensation or refund.

17. The Company Authority

17.1. Any decision made by the tour guide, acting as a Company representative, shall be deemed final on all matters. The company shall not be responsible or liable for any client who commits an illegal or unlawful act in any country visited, or the consequences of such an illegal act. The client may in such circumstances be excluded from the tour without a refund, at the sole discretion of the Company or Company representative. If the Company considers a client unsuitable for a tour (due to mental or physical illness or implied danger to any other Client or Company representative) it may at its sole discretion decline to carry the Client further. If a Client causes severe inconvenience or annoyance to other Clients, the Company may decline to carry the client further, without any refund whatsoever. This will only occur after extensive intervention by the tour guide or Company representative.

18. Client Responsibility

18.1. It is the Client's sole responsibility to ensure that passports, visas, travel permits, and inoculations required for the tour, are obtained well in advance and are in order in terms of all the countries to be visited. It is the Client's responsibility to meet any additional costs incurred either by the Client (or by the Company on the Client's behalf) as a result of any failure by the Client to comply with such requirements. The Company may not be held liable for any failure on the part of a client to be in possession of the correct travel documentation.

18.2. The onus is on the Client concerned to fully acquaint themselves with the Terms and Conditions set herein and all matters such as visas, required documentation, payment schedules and cancellation policies.

18.3 It is the Client's responsibility to check the latest FCO advice (foreign & commonwealth office) for the countries they will be travelling to.