

TERMS AND CONDITIONS 2021

PLEASE NOTE:

The receipt of a formal booking confirmation in writing for a reservation with Taste 4 Travel Tours constitutes consent to all the terms, conditions and provisions stipulated by Taste 4 Travel Tours.

We require all passengers to take out and maintain comprehensive travel insurance. Participation in any quoted and/or booked Itinerary may be refused in the absence of such comprehensive travel insurance.

1. HOW TO BOOK

- 1.1. Confirmations, amendments, and cancellations of bookings must be received by Taste 4 Travel Tours (Pty) Ltd t/a Taste 4 Travel Tours ("Taste 4 Travel Tours") in writing by means of electronic mail (not WhatsApp messages or Skype chats).
- 1.2. Confirmed bookings are subject to price adjustments in the event of changes in government-imposed taxes, tourism levies, regional taxes, or levies of whatever nature.
- 1.3. To confirm a booking, a **non-refundable deposit of 50% of total booking value** shall be payable immediately upon booking. As some third-party suppliers require full or partial payment in order to secure and confirm space, Taste 4 Travel Tours may insist on a larger deposit to process the booking.
- 1.4. All reservations are subject to our cancellation policy as well as those of third-party suppliers.

2. PAYMENT

- 2.1. Full payment of a reservation is due **on or before 49 days prior** to date of arrival of the traveller/s, or if booking is made **within 7 weeks prior** to departure, the total cost of the package must be paid at the time of booking.
- 2.2. All prices are net of any financial transaction charges. Bank charges are therefore the responsibility of the booking Agent/Client.
- 2.2. Payment shall, in all instances, be made in the currency in which the quotation was accepted and in which the invoice is generated.

3. CANCELLATIONS

- 3.1. Should a confirmed booking be cancelled, the **booking deposit is forfeited**.
- 3.2. The following cancellation fees shall be payable in the event of cancellation:
 - 3.2.1. **14 or more days** prior to departure – **35%** of total invoice;
 - 3.2.2. **Between 14 and 3 days** prior to departure – **60%** of total invoice;
 - 3.2.2. **72 hours** to departure – **100%** of total invoice
- 3.3. Note that Taste 4 Travel Tours contracts the services and accommodation of third-party suppliers who have their own cancellation policies that may differ from ours and these shall also apply to all bookings. The relevant Terms and Conditions of third-party suppliers are available on request, and it remains the passenger's responsibility to avail themselves as to the contents thereof.

4. INSURANCE

4.1. It is a condition of booking that the traveller has taken up and maintains comprehensive travel and medical insurance to cover themselves and any travelling dependents/companions for the duration of their trip. This insurance should include cover in respect of, but not be limited to, the following eventualities:

- 4.1.1.** cancellation and curtailment;
- 4.1.2.** emergency evacuation expenses;
- 4.1.3.** medical expenses;
- 4.1.4.** repatriation expenses;
- 4.1.5.** damage / theft / loss of personal baggage, money, and goods.

4.2. Taste 4 Travel Tours, including its representatives and employees, will have no responsibility for any costs or losses incurred or suffered by the traveller, traveller's dependents or travelling companions, with regards to, but not limited to, any of the abovementioned eventualities.

4.3. Should the traveller not be carrying the relevant insurance cover, they may be charged directly by the relevant service providers for any emergency services they require or may find themselves unable to access such services.

5. GENERAL CONDITIONS

5.1. The transport, meals, entrance fees, accommodation and other facilities and services that are to be supplied on tours and journeys, are those specifically stated and described in the Itinerary presented.

5.2. Each Tour and Itinerary requires the organisation of transport, meals, entrance fees, accommodation and/or other facilities and services. Taste 4 Travel Tours will curate and offer assistance throughout the journey and itinerary and will be available to assist at all hours. Taste 4 Travel Tours, however, has no direct control over third-party suppliers and accordingly accepts no responsibility for any injury, damage, loss, accident, delay, irregularity and/or inconvenience caused by any supplier for the supply of any service or by an act or omission or negligence of any supplier or its employees.

5.3. Taste 4 Travel Tours reserves the right to alter or substitute routes, refreshments, meals, accommodation, itineraries, tours, services, vehicles and/or arrangements should conditions necessitate it. Substitutes of equal value will be offered where possible.

5.4. Taste 4 Travel shall not be held responsible or liable for any delays or additional costs incurred as a result of airlines not running to schedule.

5.5. The *onus* is on the traveller to ensure that their passports are valid for travel, that they are in possession of valid visas for all countries being visited, and that all necessary health certificates for these destinations are in order. Taste 4 Travel shall not be held liable for any visas, or costs thereof, not obtained by the traveller prior their travel.

5.6. Travellers are advised that many areas within Africa and the Indian Ocean are malarial, and all travellers must consult their doctors before travelling and ensure that all anti-malarial precautions are taken, followed, and advised upon at the time of travel.

5.7. Many lodges in Africa are not fenced off and the areas travelled to have wild animals. Attacks are rare, but no guarantee can be given that this will not occur. Neither Taste 4 Travel Tours, its employees or agents shall be liable for any injury or incident whilst within a wildlife area.

5.8. "*Force Majeure*" means any circumstance beyond the reasonable control of Taste 4 Travel Tours (including, but not limited to, acts of God, explosion, flood, fire, war or threat of war, sabotage, civil disturbance, quarantine, government intervention, pandemics, weather conditions or other unexpected occurrences).

- 5.8.1.** Taste 4 Travel Tours 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* Event;
- 5.8.2.** If Taste 4 Travel Tours and its contracted services are 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 tour or safari;
- 5.8.3.** No refunds are given for circumstances arising or events occurring beyond Taste 4 Travel's reasonable control that may necessitate alternative arrangements having to be made to ensure the safety and/or further participation and enjoyment of the tour or safari.
- 5.8.4.** In the unlikely event of a vehicle breakdown that is beyond Taste 4 Travel Tours' control and immediate repair, Taste 4 Travel Tours will arrange to have the spare part sent to the vehicle's location as soon as practically possible. Taste 4 Travel Tours reserves the right to alter the itinerary accordingly in order to make up any time lost due to any unforeseen circumstances.

5.9. Taste 4 Travel Tours reserves the right to cancel the tour and in such an event shall only refund the Client those amounts paid to date and recovered from third-party suppliers.

5.10. Any decision made by the tour guide, acting as a Taste 4 Travel Tours' representative, shall be deemed final on all matters.

5.11. Taste 4 Travel Tours 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 Taste 4 Travel Tours or our representative.

5.12. Should Taste 4 Travel Tours or our representative consider 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.

5.13. Should a Client cause severe inconvenience or annoyance to other Clients, Taste 4 Travel Tours may decline to carry the Client further, without any refund whatsoever. This shall be considered as a last resort and will therefore only be enforced after extensive intervention by the tour guide or representative.

5.14. In the unlikely event that the Client has a complaint, Taste 4 Travel Tours must be informed immediately so that the complaint can be investigated. Should the Client have any further complaints, these must be lodged in writing to Taste 4 Travel Tours within 1 month of the tour end date. If these procedures are not followed, Taste 4 Travel Tours will not commence with nor continue any investigation of said complaint.

5.15. Any claim or dispute which may arise between any traveller and Taste 4 Travel Tours, including any claim for loss or damage due to injury to person or property, shall be resolved, in the first instance, by mediation and negotiations and should the parties fail to reach consensus, by arbitration in accordance with the laws of the Republic of South Africa. In all matters where it is or may become necessary to have recourse to the court, the courts of the Republic of South Africa shall have sole jurisdiction to the exclusions of the courts of any other country and the law of the Republic of South Africa shall prevail.

6. PROTECTION OF YOUR PERSONAL INFORMATION

6.1. Taste 4 Travel Tours are committed to conducting business in compliance with all applicable laws and are committed to protecting your privacy and to process your personal information in a responsible, lawful, and transparent manner.

6.2. The Protection of Personal Information Act, 4 of 2013 (POPIA) provides that when one processes another's personal information, such collection, retention, dissemination, and use of that person's personal information must be done in a lawful and transparent manner and where necessary consent must be given for the processing of such personal information.

6.3. In our engagement with you, Taste 4 Travel Tours will have to process your personal information, the details of which to be explained below:

Information Officer and Deputy Declaration:

The business contact details are as follows:

Address: PO Box 551742, 10 Atlantis Close Hawaii, De Tijger , 7500, South Africa,

E-mail: info@taste4traveltours.co.za

Telephone: + 27 (0)72 822 0613

Information Officer:

The contact details of the business Information Officer are as follows:

Name: Willem Steenkamp

E-mail: info@taste4traveltours.co.za

Telephone: + 27 (0)72 822 0613

6.4. What Personal Information will be collected?

6.4.1. *Identity Information* - first name, last name, date of birth, gender or similar identifier, title;

6.4.2. *Contact Data* - Tax Invoice address, delivery address, email address and telephone numbers;

6.4.3. *Correspondence Data* - details of your correspondence with us;

6.4.4. *Financial Data* - bank account details, payment card details, proof of payments, bank statements;

6.4.5. *Transaction Data* - includes details about payments to and from you and other details of products and services, you have purchased from us, as well as details of your insurance;

6.4.6. *Marketing and Communications Preferences Data* - includes your preferences in receiving marketing from us and our third-party service providers as well as your communication preferences;

6.5. How we get the personal information and what we use it for:

Most of the personal information we process is provided to us either directly or indirectly by you, but may also be received from third-party sources in order to:-

6.5.1 render customer related services and administration of customer accounts;

6.5.2 conduct criminal, credit, reference, and other related reference checks;

6.5.3 authenticate and identify you;

6.5.4 send you email notifications that you have specifically requested;

6.5.5 notify you about changes to our services as well as our terms of service;

6.6. When will we process your personal information:

In terms of the Protection of Personal Information Act (POPIA), the justification ground which we base our processing on consists out of the following:

6.6.1. The processing is **necessary** in order for us to deliver the relevant and agreed upon services to you;

6.6.2. Since we enter into an agreement with you and may enter into agreements with third-party service providers on your behalf, we have an obligation to ensure the use and storage of your correct personal information;

6.6.3. The processing is necessary for pursuing our legitimate business **interests**.

6.7. Storing your personal information:

We maintain records of your personal information for as long as it is necessary for lawful purposes in accordance with the law, including fulfilling your requests, providing services to you, complying with legal obligations, resolving disputes, and enforcing agreements as proof. These records may be held in electronic format.

6.8. Consent

Once you've provided consent to us to process your personal information, you may withdraw your consent at any time. This does not affect the processing of personal information that has already occurred. If you withdraw your consent, your personal information will only be processed as provided for in law, and, if the circumstances make it reasonable and lawful for us to do so.

6.9. Objecting to the Processing of Information

In certain instances, you may object to the processing of your personal information, if it is reasonable to do so, unless we may process same in law. This must occur on the form prescribed by POPIA. This does not affect personal information already processed. If you object and we agree with your objection, your personal information will only be processed as provided for in law. If you exercise this right and, if the circumstances make it reasonable and lawful for us to do so, we may terminate our relationship with you. You should use Form 1 of the Regulations to object to any consent requested in this regard.

6.10. Security of Personal Information

We are committed to ensuring the security of your personal information to protect it from unauthorized processing and access as well as loss, damage, or unauthorized destruction. There are inherent risks in the electronic transfer and storage of personal information. We have implemented and continually review and update our information protection measures to ensure the security, integrity, and confidentiality of your information. These measures include the physical securing of the offices where information is held, the locking of cabinets with physical records, password control to access electronic records, off-site data back-ups and stringent policies in respect of electronic record storage and dissemination. In addition, only those employees and service providers that require access to your information to discharge their functions and to render services to us are granted access to your information and only if they have concluded agreements with or provided undertakings regarding the implementation of appropriate security measures, maintaining confidentiality and processing the information only for the agreed purposes.

6.11. Your rights under the POPIA and the Privacy Notice as data subject

- 6.11.1** *Request access to your personal data* - This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it;
- 6.11.2** *Request correction of the personal data that we hold about you* - This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data so provided;
- 6.11.3** *Request erasure of your personal data* - This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons, which will be notified to you, if applicable, at the time of your request.
- 6.11.4** *The right to be informed* - You have the right to be provided with clear, transparent, and easily understandable information about how we use your personal data;
- 6.11.5** *The right to data portability* - The personal data you have provided us with may be portable. This means it can be moved, copied, or transmitted electronically under certain circumstances.
- 6.11.6** *The right to restrict processing* - Under certain circumstances, you have the right to restrict the processing of your personal data.

6.12. Accuracy of Personal Information

It is important that we always have accurate information about you on record as it could impact on our communication with you. You must therefore inform us as soon as any of your information changes. You may also request that we correct or delete any information. Such a request must be made in writing on the prescribed form to the Information Officer and must provide sufficient detail to identify the information and the correction or deletion required. Information will only be corrected or deleted, if we agree that the information is incorrect or should be deleted. It may not be possible to delete all the information if there is a legal basis to retain the information.

6.13. Complaints about Processing of Information

All enquiries, requests or concerns regarding this Notice or relating to the processing of your personal information should be addressed to the Information Officer. If you believe that we process your personal information contrary to this Privacy Notice or in contravention of the law, please contact the Information Officer immediately. You may also lodge a complaint with the Information Regulator.

6.14. The Information Regulator (South Africa)

33 Hoofd Street
Forum III, 3rd Floor Braampark
P.O Box 31533
Braamfontein
Johannesburg, 2017
e-mail: complaints.IR@justice.gov.za

7. CONSENT

The acceptance of a quotation in writing for a booking with Taste 4 Travel Tours constitutes consent to all the terms, conditions and provisions stipulated by Taste 4 Travel Tours. It shall be the responsibility of booking agents and travellers to avail themselves of the contents of these Terms and Conditions and tend to the signature of the Indemnity and Waiver provided. Failure to sign these Terms and Conditions and/or the Indemnity and Waiver will not negate the applicability thereof to any transaction between the Parties.

8. SPECIFIC TERMS RELATED TO COACHES AND VEHICLES

8.1. A coach driver shall at all times responsible for adherence to the following rules and regulations, and the Hirer shall insure that the rules and regulations are strictly adhered to. These rules and regulations are specified for every passenger traveling on a coach, so as to ensure their safety and comfort:

- 8.1.1.** Smoking is strictly prohibited on all vehicles;
- 8.1.2.** The drinking of red wine and the drinking or eating of any dairy products, are not permitted on any Vehicles;
- 8.1.3.** The hirer will not permit the carrying of more passengers than the authorised number of seats in the vehicle, and will not allow any passengers to sit anywhere in- or on the vehicle, except in the passenger seats provided;
- 8.1.4.** Passengers are required by South African Law to wear the safety belt. Clients must always remain seated when the vehicle is in motion;
- 8.1.5.** No authorised passengers are allowed on the vehicle during the tour;
- 8.1.6.** Air vents and air conditioners are to be operated according to the specifications;
- 8.1.7.** No heavy and/or sharp objects are to be stored in the overhead parcel racks;
- 8.1.8.** No feet are allowed to be placed on the seats and dashboard;
- 8.1.9.** No objects are allowed to be placed against the outside of the coach;
- 8.1.10.** Passengers are not to leave any personal belongings in the coach;
- 8.1.11.** Drivers and guides are to use cell phones for emergencies only;
- 8.1.12.** No passenger is allowed to board or disembark the coach whilst it is moving, and movement whilst the vehicle is in motion should be limited to emergency only;
- 8.1.13.** No vehicle is authorised to travel on gravel or dirt roads unless proper prior authorisation has been given by Taste 4 Travel Tours management. However, even if a driver has authorization for the vehicle to travel on a dirt road, he/she has a mandate not to do so, should they feel a safety of the vehicle and/or passengers to be in jeopardy;
- 8.1.14.** No extra services will be operated, other than those specified in the official itinerary, or unless Taste 4 Travel Tours management has given proper prior authorisation in writing to the driver;
- 8.1.15.** The coach shall be kept clean at all times.

- 8.2.** Client will be liable for any loss or damage to the vehicle, its fittings or equipment caused by your negligence or misconduct of any passenger for whom you're responsible.

9. COVID-19 AND PANDEMIC RELATED PROVISIONS

- 9.1.** Although there is not, at date hereof, a mandatory vaccination policy adopted by the South African government, you are encouraged to get vaccinated against Covid-19 as some establishments, suppliers and/or vendors may require proof of vaccination prior to admission. Should mandatory vaccination policies be adopted by any of the mentioned parties, you will be advised thereof as soon as possible.
- 9.2.** Taste 4 Travel Tours and you will be legally bound to comply with all government and industry regulations, practices, and protocols *in re* Covid-19. Covid Protocols:
- 9.2.1.** As per government regulations, all passengers will be required to be screened and sanitized;
 - 9.2.2.** All passengers must wear a mask (covering both their mouth and nose) whilst on board the vehicle;
 - 9.2.3.** Social distancing must be adhered to whilst boarding or exiting the vehicle;
 - 9.2.4.** Taste 4 Travel Tours reserves the right not to carry a passenger should they show any symptoms or not pass the screening process;
 - 9.2.4.** Taste 4 Travel Tours accepts no responsibility or any liability whatsoever should there be any delays/missed excursions/additional costs incurred due to its adherence to any applicable Covid-19 protocols or any virus exposure.

INDEMNITY AND WAIVER

I hereby agree that **Taste 4 Travel Tours (Pty) Ltd**, their Directors, Employees, Representatives, and/or Agents shall not be held liable in any way for injury, loss or damage to my person or property and/or my illness or diagnosis with any disease during the journey to/tour of/return from any destination or event arranged by **Taste 4 Travel Tours (Pty) Ltd** departing on _____ and returning on _____. I accordingly hereby indemnify **Taste 4 Travel Tours (Pty) Ltd** their Directors, Employees, Representatives, and/or Agents, and hold them harmless against all and any claims, which may be made against them by any person arising from any of the causes aforesaid.

I specifically confirm that I am aware of the risks associated with the current global Covid-19 pandemic. I confirm that although **Taste 4 Travel Tours (Pty) Ltd** and Third-Party Suppliers will endeavour to inform me of and implement all reasonable precautionary and sanitary measures, guarantees *in re* my health cannot be given by them. I therefore indemnify, and hold them harmless, **Taste 4 Travel Tours (Pty) Ltd**, their Directors, Employees, Representatives, and/or Agents against any claim I may have as a result of contracting the Covid-19 virus.

I confirm that the specific activities that may form part of the Itinerary may include, but not be limited to:

- Snorkelling & Scuba diving
- Motor biking / Harley Davidson / Tuk-Tuk / Side cars
- Boating / Mokoro / Dhows / canoeing / White Water Rafting
- Game Drives
- Walking tours
- Bus tours
- Charter flights/ Helicopters
- Hiking
- Walking off beaten tracks
- Rhino Tracking
- Walking in the bush with Big Five game
- Bungee Jumping / Gorge Swings / Zip Lining
- Quad Biking
- Paragliding / Para sailing
- Sand Boarding
- Gorilla and Chimpanzee Trekking
- Windsurfing/ surfing / Kite boarding / boogie boarding
- Whale watching / shark cage diving
- Elephant Collaring
- Rhino re-horning
- Co-ordinated elephant / animal interaction

I therefore indemnify, and hold them harmless, **Taste 4 Travel Tours (Pty) Ltd**, their Directors, Employees, Representatives, and/or Agents against any claim I may have for any loss, damage, or injury I may sustain as a result of my participation in said adventure activities.

Furthermore, should I choose not to travel with the group, either with or without any other person, before departure of the tour and meet the tour group on arrival at the destination point, or leave the tour group at the tour completion point, and extend my travel period, or unilaterally amend the Itinerary during the tour, I hereby indemnify **Taste 4 Travel Tours (Pty) Ltd**, their Directors, Employees, Representatives, and/or Agents, and hold them harmless in the same manner and for the same types of claims as above, during the periods as aforesaid.

I hereby acknowledge that I am aware that I will be held liable in my personal capacity for any damage/injury to **Taste 4 Travel Tours (Pty) Ltd**, should such damage or loss be caused by me, or anyone accompanying me, whether negligently or otherwise.

I acknowledge that **Taste 4 Travel Tours (Pty) Ltd** informed me that they make use of Third-Party Suppliers and that I may request and receive copies of all relevant terms and conditions of said suppliers. I indemnify **Taste 4 Travel Tours (Pty) Ltd**, their Directors, Employees, Representatives, and/or Agents, and hold them harmless against any claims I may have for any loss, damage, or injury against Third-Party Suppliers.

I also expressly undertake to ensure that I and the party/parties accompanying me abide by the General Terms and Conditions of booking set out by any airline, shipping company, or any passenger transport company, tour operator, or accommodation provider, through whom bookings on this tour have been made for me and/or the party/parties accompanying me, as well as any instructions given by any of the members of **Taste 4 Travel Tours (Pty) Ltd**, their Directors, Employees, Representatives, and/or Agents.

Signed at _____ on the _____ day of _____ 20____

(Signature of Traveller)

Full Name: _____

Who acknowledges that he/she has read and understood the contents of the aforesaid indemnity and that he/she holds himself/herself bound by the terms and conditions as set out herein.