

SABI SABI PRIVATE GAME RESERVE



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SABI SABI

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Tel: +27 (11) 447-7172 / Fax: +27 (11) 442-0728 / E-mail: res@sabisabi.com / Website: www.sabisabi.com

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1. INTERPRETATION AND PRELIMINARY

- 1.1. The headings of the clauses in these Terms and Conditions are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify the provisions of these Terms and Conditions nor any clause hereof. In these Terms and Conditions, unless a contrary intention clearly appears:
- 1.2. Words Importing
 - 1.1.1. any one gender include the other two genders;
 - 1.1.2. the singular include the plural and vice versa; and
 - 1.1.3. natural persons include created entities (incorporated or non-incorporated) and vice versa.
- 1.3. The following terms shall have the meanings assigned to them hereunder, unless the context indicates otherwise, and cognate expressions shall bear corresponding meanings, namely:
 - 1.3.1. **"Agent"** shall mean a tour operator, travel agency, travel consultant or any other person or entity that acts as a Client's agent or representative in respect of a Tour (or part thereof), and/or who makes use of the Services, where such Tours or Services are provided (in whole or part) by any one or more of the members of the Company;
 - 1.3.2. **"Agreement"** and **"Terms and Conditions"** shall mean the content of this document, together with any annexures, appendices, amendments and updates hereto;
 - 1.3.3. **"Applicable Law"** shall mean, in respect of any dispute between the Agent and/or a Client on the one hand, and the Company on the other hand in connection with, or arising from this Agreement, the Services or Tours - the laws of the Republic of South Africa;
 - 1.3.4. **"Applicable Jurisdiction"** shall mean, in respect of any dispute between the Agent and/or a Client on the one hand, and the Company on the other hand in connection with, or arising from this Agreement, the Services or Tours – the Republic of South Africa, and in respect of courts – the jurisdiction of the High Court of South Africa;
 - 1.3.5. **"Associated Products"** shall mean products and services designated as **"Associated Products"** (or designated with words having a similar meaning) by the Company from time to time, supplied by regular or preferred Suppliers with whom the Company has a business relationship, provided that such Associated Products shall not be deemed to be products or services directly provided by the Company, and provided further that the Company, except to the extent of its gross negligence, reckless or wilful conduct, will not be liable or responsible for defects in, or liabilities arising from such Associated Products;
 - 1.3.6. **"Client(s)"** or **"Passenger(s)"** shall mean the person(s) that will participate in the Tour(s), and shall include his/her spouse, common law wife/husband, children (whether minor or adult), dependents, guests and invitees, as well as the heirs, trustees, executors, administrators, representatives and assigns of any of the aforementioned persons;

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- 1.3.7. **"Client Information Form"** shall mean the form attached hereto as Annexure "B".
- 1.3.8. **"Company"** shall mean African Cultural Tours (Pty) Ltd t/a Sabi Sabi Private Game Reserve, a private company duly incorporated in terms of the laws of the Republic of South Africa, with registration number 1975/003146/07 and with its registered address at, 4 Jameson Avenue, Melrose Estate, Johannesburg, Gauteng, the Republic of South Africa, and shall include its agents, representatives of any form, associates, affiliates, subsidiaries, holding companies, shareholders, directors, and employees;
- 1.3.9. **"Content"** shall mean the content displayed on the Website and/or the Online Profiles at any given time, and shall include, but shall not be limited to confidential information, client lists, literary works, marketing and business information, musical works, artistic works, sound recordings, cinematograph films, sounds and television broadcasts, program-carrying signals, proprietary works, published editions and computer programs, names, logos, trademarks, images, text, columns, graphics, photographs, illustrations and software;
- 1.3.10. **"Day"** shall mean any day of the week, excluding Saturdays, Sundays and official public holidays of the Republic of South Africa;
- 1.3.11. **"Exclusive Tour"** shall mean a Tour that requires exclusive use of any of the Company's camps and/or lodges;
- 1.3.12. **"General Information Manual"** shall mean the General Information Manual, as amended by the Company from time to time, containing important information relating to the Company, the Tours and the Services, with which all Agents and Clients are required to thoroughly familiarise themselves on a regular basis;
- 1.3.13. **"Group Tour"** shall mean a Tour to be attended by 10 or more associated persons;
- 1.3.14. **"Inventory"** shall mean the stock of camps, lodgings, bed-nights, facilities, and other Tour products made available for reservation by Agents for Clients, or by Clients for specific periods (nightly, weekly or otherwise);
- 1.3.15. **"Online Booking"** shall mean a real-time online booking service made available to Agents and Clients to allow Agents and Clients to access the Company's Services and various Tour products, including Inventory, rates and other details relating to various of the Company and third party services and products, which affords the Agent and Client the opportunity to make online bookings of the Company's products and services, as well as enabling the Agent and Client to request bookings relating to products and services of certain third parties;
- 1.3.16. **"Online Profiles"** shall mean the Company's social media and other profiles, including but not limited to its Facebook Page, LinkedIn Account and Twitter Feed;

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- 1.3.17. **“Owner(s)”** shall mean the Company or any third party owner(s) (as the case may be) of the proprietary rights in and to the Content;
- 1.3.18. **“Parties”** shall mean the Company, the Agent, the Client and the User, and “Party” shall mean any one of them as the context may indicate.
- 1.3.19. **“Person”** shall mean and include natural and juristic persons, partnerships, trustees of trust (jointly), associations, institutions, organisations, governmental entities, authorities and state institutions, departments and ministries;
- 1.3.20. **“Services”** shall mean the services provided by the Company in connection with the Tours, including but not limited to providing information, providing online services, drawing up itineraries, making recommendations, obtaining, processing and retaining client records, obtaining and providing quotations, securing provisional and/or final bookings for Tours, arranging Tours, making transport arrangements, taking or facilitating account payments and the taking of deposits from the Agent and/or Client, making emergency arrangements, attending to cancellations, arranging or procuring insurance cover, amending reservation details, and interacting with Suppliers on behalf of the Client(s);
- 1.3.21. **“Supplier”** shall mean contractor, subcontractor, service provider or other person with whom the Company make arrangements to provide goods or services to Clients in connection with a Tour, including such Supplier’s agents, representatives of any form, associates, affiliates, subsidiaries, holding companies, shareholders, directors, and employees;
- 1.3.22. **“Taxes”** shall mean any and all sales, use, and value added taxes and further including any other taxes, levies, duties or other charges of any nature whatsoever and whensoever imposed, in connection with the Tours;
- 1.3.23. **“Tour”** shall mean a package of tourism products and services including, without limitation, accommodation, meals, entertainment, travel, recreational and leisure activities and associated goods and services provided by the Company, and/or provided by Suppliers arranged by or through the Company, as set out in the itinerary and other documents furnished by the Company from time to time.
- 1.3.24. **“User(s)”** shall mean any Agent, Client and member of the public using the Website and/or Online Profiles, and includes such User’s heirs, trustees, executors, administrators, agents, representatives and assigns of the aforementioned person;
- 1.3.25. **“Website”** shall mean all websites / URL’s owned and maintained by the Company, or through which the Company makes information relating to Tours and Services available to Agents, Clients, Users and/or members of the public, including those accessed via the domain names / URL’s, including but not limited to the website located at the domain name www.sabisabi.com.

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- 1.4. The termination of these Terms and Conditions shall not affect any provisions hereof which expressly or by necessary implication provide that they will operate subsequent to any such termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.5. If any provision in a definition is a substantive provision conferring rights, or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.6. No Party shall be bound by any express or implied term, representation, warranty, undertaking or the like not specifically being recorded in this Agreement.
- 1.7. No latitude, extension of time or any other indulgence which may be given, or permitted, by either Party to the other Party in respect of the performance of any obligation in terms of this Agreement, or the enforcement of any right arising from this Agreement, and no single or partial exercise of any right by any Party shall, under any circumstance whatsoever, be construed to be any implied consent to such Party, or operate as a waiver, or a novation of, or otherwise affect any of that Party's rights in terms of and arising from this Agreement, or stop such party from the enforcement, at any time and without any notice, of strict and punctual compliance with each and every provision, term or condition of this Agreement
- 1.8. The Parties shall not cede, assign, transfer, pledge or make over in any way whatsoever their right, title and interest in and to these Terms and Conditions or any part thereof without the prior written consent of the other Party.
- 1.9. Other than the General Information Manual, these Terms and Conditions constitute the entire agreement between the Company and the Agent and/or Client and/or User (as the case may be) in respect of the subject matter hereof, and supersedes and replaces in their entirety all previous agreements, representation or warranties between the Parties in this regard. Unless otherwise stipulated elsewhere in this Agreement, no variation, cancellation, novation or deletion of any provision hereof shall be binding unless reduced to writing and signed by an authorised representative of the Company.
- 1.10. Where a conflict exists with regard to the provisions of this Agreement and any other agreement or document, other than an Amendment hereto, the provisions of this Agreement shall prevail.
- 1.11. No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of any Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, 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.

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- 1.12. All provisions and the various clauses of these Terms and Conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of these Terms and Conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of these Terms and Conditions shall remain of full force and effect. The Parties declare that it is their intention that these Terms and Conditions would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 1.13. Any provision of these Terms and Conditions imposing a restraint, prohibition or restriction on the User shall be so construed that the User is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by all representatives of the User accessing and/or using the Website under, by arrangement with, or at the invitation of the User.
- 1.14. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on the Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa.
- 1.15. References to notices, statements and other communications by or from the Company include notices by or from the Company's agent(s).
- 1.16. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.17. Expressions defined in these Terms and Conditions shall bear the same meanings in schedules, annexures, addendums and amendments to these Terms and Conditions which do not themselves contain their own definitions.
- 1.18. This document shall not be interpreted against the Party responsible for preparing and drafting it, in other words the contra proferentem rule shall not apply to the interpretation of this document.
- 1.19. The use of the word "including" shall not be construed as limiting the meaning of the words preceding it to the one or more examples following it, and the meaning of the general words will not be restricted by the use of more specific words (i.e. the eiusdem generis rule shall not be applied in the interpretation of these Terms and Conditions).

2. AGREEMENT

These Terms and Conditions governs the relationship between the Agent, Client and User (as the case may be) on the one hand, and the Company on the other hand.

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3. AGENT'S AUTHORITY AND REPRESENTATION

- 3.1. The Agent warrants that it is duly authorised to act on behalf of Clients for purposes of contracting with the Company, making use of the Company's Services, booking Tours, and entering into all related arrangements and agreements on the Clients' behalf. The Agent has no authority to enter into any agreement or make any other binding arrangement that gives rise to any rights and/or obligations between any Client and the Company that is not in strict accordance with this Agreement, the General Information Manual and any other terms and conditions applicable to Tours and Services provided by the Company. The Agent warrants that it will not make, or purport to make, or represent that it has the power to make, any agreement or other binding arrangement between any Client and the Company, otherwise than in strict accordance with this Agreement, the General Information Manual and any other terms and conditions applicable to Tours and Services as approved by the Company from time to time.
- 3.2. The Agent warrants that it will draw the attention of Clients to the contents of this Agreement, and in particular all of the provisions of this Agreement that materially affect the interests of the Clients. The Agent shall furthermore ensure that its staff, employees and other representatives are also made aware of the provisions of this Agreement, and the necessity of communicating the contents thereof to Clients.

4. AWARENESS

- 4.1. The Agent acknowledges and will advise Clients of -, and the Client acknowledges and understands:
- 4.1.1. the real hazards and risks associated with wildlife areas, game and nature reserves and game lodges (which may be situated in unfenced wildlife areas);
 - 4.1.2. the hazards and risks associated with rivers, streams, lakes and other bodies of water that may be affected by unpredictable weather, tides and other circumstances, and that may not have effective warning or control systems that might be expected in first-world jurisdictions;
 - 4.1.3. the real dangers and risks associated with various forms of travel in remote locations, which usually have poorly maintained infrastructure;
 - 4.1.4. the danger and risk of suffering bodily harm, injury, illness, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with or presence of wild, dangerous or unpredictable animals (including birds, mammals, amphibians, reptiles, fish and insects), as well as the prevalence of communicable, tropical and other diseases, and similar health hazards;
 - 4.1.5. the risks associated with undeveloped or partially developed countries and jurisdictions, including acts of terrorism, the unavailability of reliable electricity and communications, and problems associated with limited or unavailable health, safety and security services;

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- 4.1.6. that the Client voluntarily participate in the Tour(s) and associated activities, and make use of all Services and facilities of the Company, entirely at his/her own risk; and
- 4.1.7. that the Agent and Client makes use of the Services entirely at its own risk.

5. LIABILITY, RESPONSIBILITY & INDEMNITY

- 5.1. The Company will not be liable to the Agent, Client and/or the User (as the case may be) in respect of any damages, losses or liabilities incurred by the Agent, Client and/or the User arising from or in connection with any Tours or Services. Notwithstanding anything else contained in this Agreement, the Company shall not be liable for punitive damages, indirect damages, consequential damages, loss of profits, third party claims or any claims imposed on the Agent, Client and/or User by laws or statutes of countries outside of the Republic of South Africa. The Company shall not be liable for any damages, losses or other amounts that the Agent, Client and/or User has agreed, settled or compromised without the prior written consent of the Company, or which the Agent, Client and/or User is otherwise contractually bound to pay to any other person or entity.
- 5.2. Save as set out in 5.1 above:
 - 5.2.1. The Company will not be liable or responsible to the Agent, Client and/or User for any direct or indirect damages or losses of any nature whatsoever, including those arising from any personal injury or death or loss of or damage to any property unless caused by the Company's recklessness or willful misconduct (irrespective of the cause of such injury, death, loss or damage).
 - 5.2.2. The Agent, Client and/or User indemnify, hold harmless and expressly exempt and release the Company from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to the Clients participating in the Tour(s) or making use of the Services. The Agent shall not however be required to indemnify the Company in respect of a claim by a Client where the Agent has complied with the Agreement and was not negligent in any respect related to the relevant claim.
 - 5.2.3. The Agent shall ensure that the standard Client Indemnity Form attached hereto as Annexure "C" is signed by all Clients and returned to the Company prior to commencement of the Tour. On the other hand, the Client shall be obliged to sign the Client Indemnity Form attached hereto as Annexure "C", and return same to the Company prior to commencement of the Tour.
 - 5.2.4. Either party shall be excused from performance of all or the relevant part of their obligations in the event (and to the extent) that they are prevented from performing any obligations either in time, or at all, as a result of acts of God or public enemy, terrorism, civil war, insurrection or riot, civil unrest, labour disputes (not of their own workforce), strikes, fire, flood, explosion, earthquake, accident, epidemic, quarantine restriction, or as a result of the application of any law(s), or the acts or omissions of any state, government or regulatory authority, or as a result of any other cause beyond the reasonable control of the impacted Party.

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- 5.2.5. Unless it is reckless or engages in willful misconduct in selection or otherwise, the Company shall not be held liable for any errors or omissions in any of their promotional material and travel information, publications and documentation (including any such material, information, publications and documentation made available in digital or electronic media or format, or made available on the Websites or through the Online Profiles).
- 5.3. The Company shall under no circumstances be responsible or liable for the acts or omissions of its Associated Products, Suppliers and other third parties.
- 5.4. The Client binds his/her dependents, heirs, trustees, executors, administrators, third parties and/or assigns to the terms and conditions of this document.
- 5.5. The Company receives various types of information ("the Information") from Agents, Clients and other users who access the Online Profiles and Website, or make reservations through other manual systems, including personal information as detailed in various statutes in the Republic of South Africa relating to personal information, data and electronic communications and transactions (hereinafter referred to "Personal Information"). It is agreed that:
- 5.5.1. The Agent undertakes to obtain written consent from Client, and the Client and User hereby consents to collect, store and use the Personal Information for and on behalf of the Company for the purpose of carrying out its own obligations and the obligations of the Company in terms of this Agreement and for purposes of any of Client's Tours and Services.
- 5.5.2. The Agent warrants that it has reasonable security measures in place to prevent the loss, damage or unauthorised destruction of, and unlawful access to, the Personal Information.
- 5.5.3. The Company may electronically collect, store and use Personal Information, including Agents', Clients' and Users' names, contact details, browsing patterns, email addresses, IP addresses etc. for the purpose of carrying out any Tours and Services. The Company may retain such Personal Information for as long as is necessary in order to achieve this purpose, and insofar as such retention is necessary in order to comply with any statutory obligations. The Company will not use such Personal Information to contact clients of the Agent unless said clients first request same.
- 5.5.4. The Company will endeavour to treat Personal Information received by it with reasonable care. Whenever the Agent, Client and/or User is of the opinion that the Company has failed to do so, the User shall inform the Company thereof by sending an email to res@sabisabi.com. The Company will review the Agent, Client and/or User's representations made by email and, if within the Company's discretion deemed advisable (and where possible taking commercially reasonable and affordable measures), take corrective action and in any event within 20 (twenty) days respond to the Agent, Client and/or User informing him/her about corrective actions taken, if any.

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- 5.5.5. Despite such undertaking, the Agent, Client and/or User acknowledges that it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.
- 5.5.6. In the absence of its recklessness or willful misconduct, the Company will not be responsible for any damages suffered by Agents, Clients, Users or any third party as a result of the transmission of confidential or other information disclosed to the Company and/or its Suppliers through the Internet, or that Agents, Clients and/or Users expressly or implicitly authorise the Company and/or their Suppliers to make, or for any errors or any changes made to any transmitted information.
- 5.5.7. To ensure acquaintance with and awareness of the privacy measures and policies of the Company, Agents, Clients and Users must take care to read and understand the privacy policies and disclaimers published on the Websites, as amended from time to time.
- 5.5.8. Notwithstanding the aforesaid, in the event that the contents of this clause 5.5 conflicts with the provisions of any legislation governing the protection of Personal Information, to which the Company is subject, then this clause 5.5 will not apply to the Company to the extent necessary to resolve the inconsistency, and (for that specific instance only) the provisions of clause 5.5 must be read as if amended to resolve the inconsistency.
- 5.6. Each of the indemnities, disclaimers, waivers, releases and other provisions of this Agreement are separate and severable provisions which are individually and jointly enforceable. In the event that any one or more of the provisions of this Agreement are found to be invalid, unlawful and/or unenforceable such provisions will be severable from the remaining provisions and the remaining provisions shall continue to be valid, in full force and effect.

6. QUOTATIONS

- 6.1. The Company does not accept and will not be bound by any legal or contractual obligations in relation to provisional booking requests.
- 6.2. No quotation shall be valid or binding unless reduced to writing by the Company on an official quotation form.
- 6.3. The amounts reflected on the Company's quotations are subject to change at any time before acceptance and payment, due to exchange rate fluctuations, fuel costs, Taxes, government regulations, and increased or additional costs that are imposed upon the Company by the Suppliers and other persons beyond the Company's control.
- 6.4. Quotations for accommodation are subject to availability at the time of the booking.
- 6.5. All quotations exclude flights, airport transfers, airport charges, Taxes, visa costs and other charges not specified in the quotation.

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- 6.6. The Client must advise the Company at the time of requesting a quotation, and of making a booking, of the ages of all children (under the age of 18 and as at the time of travel) that will be participating in the Tour, together with their date of birth, as not all lodges accept children, and there may be restrictions or conditions applicable to the children.

7. MANUAL BOOKING PROCEDURE AND PAYMENT

- 7.1. If the Client or Agent is satisfied with the quotation and proposed itinerary provided by the Company, the Client or Agent (as the case may be) must fill in and sign a Client Information Form for each Client and return same to the Company. By completing and signing the Client Information Form the Client (or the Agent on behalf of the Client (as the case may be)) confirms that he/she has read, understood and accepted the terms and conditions of the Company (as set out herein) and those of its Suppliers. The Agent warrants and represents, by the act of making a booking on behalf of a Client that each Client has read, understood and undertook to be bound by these terms and conditions, and those of the Suppliers.
- 7.2. It is imperative that the Client Information Form reflects the correct information, and the Client and/or Agent should immediately inform the Company in writing of any changes thereto. The Agent and/or Client shall furnish the Company with complete and accurate information pertaining to the Client including but not limited to, special occasions, dietary requirements, medical conditions, allergies, and other specific requirements of the Client. This is both for operational purposes and to ensure that the Company can best serve the Client's needs whilst on his/her Tour.
- 7.3. On receipt of the Client Information Form, the Company will issue and provide the Client or Agent with an invoice for the total Tour price ("the Tour price") subject however to any adjustments or additional charges that may become applicable.
- 7.4. It is the respective Client and Agent's responsibility to ensure that the booking details as reflected in the invoice are correct, and that they are aware of all inclusions and exclusions forming part of the Tour and/or Services.
- 7.5. Provisional bookings will only be held for a period of 48 hours (forty eight) hours, within which payment of a 25% deposit of the Tour price will be required to secure the booking (unless otherwise agreed between the parties in writing), failing which the booking will automatically lapse.
- 7.6. Unless otherwise agreed in writing a booking will only be regarded as being confirmed once the Company has received the relevant deposit, and the Company confirms the booking in writing.
- 7.7. On transmission by the Company to the Agent and/or Client (as the case may be) of the relevant booking confirmation, the booking will be finally binding on the Agent and the relevant Client (if made by the Agent), or the Client (if made by the client), subject to the terms and conditions set out in this Agreement, and any particular terms and conditions referred to in the booking confirmation and the General Information Manual;

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- 7.8. Unless otherwise agreed in writing by the Company:
- 7.8.1. The total Tour price is payable not less than 45 days prior to the date of commencement of the Tour.
- 7.8.2. A booking made within 45 days of commencement of the Tour is payable in full immediately on receipt of an invoice from the Company.
- 7.9. In the event that a booking is not paid in full in terms of clauses 7.8.1 or 7.8.2 above, the Company reserves its right to refuse the Client(s) participation in the Tour, and the Client will be held liable for full cancellation fees as set out in 10, 11 or 12 below (whichever is applicable).

8. BANKING DETAILS

- 8.1. The Company's banking details are as follows, unless otherwise stipulated on invoices and statements:

Account Name : African Cultural Tours (Pty) Ltd t/a Sabi Sabi
Bank : Standard Bank of South Africa
Branch : Rosebank
Branch Address : 21 Cradock Avenue, Rosebank, 2196
Branch Number : 001613901
Swift Code : SBZAJJ

- 8.2. Please pay careful attention to the banking information and requirements as payment of the Tour price will remain the Agent (in the event that the Agent represents a Client) or Client's (in the event that the Client represents himself/herself) responsibility and will be deemed to remain unpaid unless and until payment it is received in cleared funds into the appropriate bank account of the Company.
- 8.3. The Client and Agent (as the case may be) should ensure that all bank charges incurred are included in his/her/its payment to the Company. Any shortfall in the amount received will be considered as being outstanding. Copies of all bank transfers, which should include the Company's invoice number as a reference, are required upon payment and must be emailed to onlinepayments@sabisabi.com.

9. ONLINE BOOKING PROCEDURE AND PAYMENT

- 9.1. An agreement of sale will come into being between the User and the Company upon completion of the purchase cycle on the Website.
- 9.2. On accessing the Website the User may be prompted to set up an online profile, which will include a username (email address) and password. A User will however have to set up an online profile should it wish to make an Online Booking on the Company's Website.
- 9.3. It is the User's responsibility to keep this information confidential and not to disclose this information to any third party. The User is requested to immediately inform the Company in the event that he/she believes that his/her information has been compromised.

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- 9.4. Placing an item in the shopping basket without completing the purchase cycle, or without paying the purchase price will not constitute an order or an agreement of sale between the User and the Company.
- 9.5. Subject to 9.6 below, on completion of the purchase cycle, the booking will be finally binding on User and subject to the terms and conditions set out in this Agreement, and the General Information Manual. The onus rests on the User to ensure that he/she familiarizes himself / herself with the Company's Standard Terms and Conditions before making an online reservation / purchase.
- 9.6. The Company reserves the right to revoke any stated offer and correct any errors, inaccuracies or omissions, including after an Online Booking has been placed and/or paid for by the User. In such event the Company will refund the User for the full purchase price, and the order will be cancelled.
- 9.7. All online transactions will be processed in South African Rands (ZAR).
- 9.8. All online credit card payments to the Company will be hosted and processed by Virtual Card Services, and the Company will not have access to credit card details. The Company will accordingly not be held liable for any security breaches on Virtual Card Services system.
- 9.9. The Company will further not be held liable for security breaches occurring on the User's electronic device (PC or other electronic devices used to browse the Website), which may result due to inter alia the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.
- 9.10. The onus rests on the User to immediately inform his/her bank in the event that the User suspects any unauthorised charges to his/her bank account/card.
- 9.11. The onus rests on User to ensure that the details pertaining to his/her Online Booking is correct, and the Company will not refund the User for any Online Booking erroneously made by the User, other than in terms of clauses 10, 11 or 12 below, whichever is applicable.
- 9.12. Cancellation of any Online Booking, will be subject to the cancellation fees stipulated in 10, 11 or 12 below, whichever is applicable.

10. CANCELLATIONS

- 10.1. All cancellations by the Client and/or Agent must be made in writing and will only be deemed effective upon acknowledgment of receipt thereof by the Company in writing.
- 10.2. Although the Company will make a reasonable attempt to resell a Tour cancelled by the Client and/or Agent, the Company is not obliged to resell same. In the event that the Company and/or Agent and/or Client however succeed in reselling the Tour, the Company will refund the full amount paid by the Agent and/or Client (as the case may be) to the Agent and/or Client (as the case may be), less a handling fee of 5% of the Tour price.

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- 10.3. Subject to 10.4, and unless otherwise agreed in writing, all cancellations will be subject to the following cancellation fees:
- 10.3.1. A cancellation fee of 5% of the Tour price shall be payable to the Company in the event that a booking is cancelled 46 days and more prior to the commencement of the Tour.
 - 10.3.2. A cancellation fee of 25% of the Tour price shall be payable to the Company in the event that a booking is cancelled 21 - 45 days prior to commencement of the Tour.
 - 10.3.3. A cancellation fee of 100% of the Tour price shall be payable to the Company in the event that a booking is cancelled 20 days or less prior to the commencement of the Tour.
- 10.4. Any bookings made from 1 September for Tours which commences during the Christmas Peak Season of that particular year (20 December to 10 January) will be subject to the following cancellation fees:
- 10.4.1. A cancellation fee of 25% of the Tour price shall be payable to the Company in the event that a booking is cancelled between 1 September and 20 September.
 - 10.4.2. A cancellation fee of 50% of the Tour price shall be payable to the Company in the event that a booking is cancelled between 21 September and 20 October.
 - 10.4.3. A cancellation fee of 100% of the Tour price shall be payable to the Company in the event that a booking is cancelled after 20 October.
- 10.5. Should a Client fail to arrive, the Company will be entitled to treat the booking as cancelled and 100% of the Tour price will apply as a cancellation fee.
- 10.6. The cancellation fees stipulated in 10.3 above are in addition to any Suppliers' cancellation fees that may apply.
- 10.7. The Company may in its discretion at any time cancel or terminate any Client's booking in the event that the Client:
- 10.7.1. has or is reasonably suspected of having a contagious illness or disease; or
 - 10.7.2. conducts himself/herself in an illegal or improper manner; or
 - 10.7.3. conducts himself/herself in a manner that renders him/her materially incompatible with either the staff, or the fellow guests on the Tour, and/or the Suppliers.
 - 10.7.4. conducts himself/herself in such a way that he/she endangers the health, safety or security of himself/herself and/or any other person or places any property at risk of loss, damage or destruction.
- 10.8. In the event that the Company terminates a Client's booking in terms of 10.7 above, the Client whose booking is so terminated will not be entitled to any refund of the Tour price.

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11. GROUP TOURS

- 11.1. The balance of this agreement, unless otherwise provided for in this clause 11 will apply mutatis mutandis to a Group Tour.
- 11.2. A single room supplement of 50% of the quoted per person per night rate will only be applied from the third single room onwards.
- 11.3. Provisional bookings will only be held for a period of 48 hours (forty eight) hours, within which payment of a 10% deposit of the total Group Tour price will be required to secure the booking (unless otherwise agreed between the parties in writing), failing which the booking will automatically lapse.
- 11.4. Unless otherwise agreed in writing by the Company:
 - 11.4.1. A further 40% of the Balance of the total Group Tour price is payable 90 days prior to the commencement of the Tour.
 - 11.4.2. The balance of the total Group Tour price (i.e. 50%) is payable 45 days prior to the commencement of the Group Tour.
 - 11.4.3. A booking made within 45 days of commencement of the Group Tour is payable in full immediately on receipt of an invoice from the Company, or on completing the Online Booking (as the case may be).
 - 11.4.4. Subject to 11.4.3 above, the full Group Tour Price of a booking for a Group Tour which commences during the Christmas Peak Season (20 December to 10 January) is payable by latest 31 August of that particular year.
- 11.5. In the event that a booking is not paid in full in terms of clauses 11.4 above, the Company reserves its right to refuse the Client(s) participation in the Group Tour, and the Client will be held liable for full cancellation fees as set out further below in this clause.
- 11.6. The final number of persons attending a Group Tour must be confirmed at least 60 days prior to commencement of the Tour, whereafter a reduction in numbers greater than 10% of the initial group size will be subject to the cancellation fees set out in 11.7 or 11.8 (as the case may be) below.
- 11.7. Subject to 11.8, and unless otherwise agreed in writing, all cancellations will be subject to the following cancellation fees:
 - 11.7.1. A cancellation fee of 5% of the Tour price shall be payable to the Company in the event that a booking is cancelled 91 days and more prior to the commencement of the Tour.
 - 11.7.2. A cancellation fee of 50% of the Tour price shall be payable to the Company in the event that a booking is cancelled 46 - 90 days prior to commencement of the Tour.
 - 11.7.3. A cancellation fee of 100% of the Tour price shall be payable to the Company in the event that a booking is cancelled 45 days or less prior to the commencement of the Tour.

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- 11.8. Any bookings made from 1 September for Tours which commences during the Christmas Peak Season of that particular year (20 December to 10 January) will be subject to the following cancellation fees:
- 11.8.1. A cancellation fee of 25% of the Tour price shall be payable to the Company in the event that a booking is cancelled between 1 September and 20 September.
 - 11.8.2. A cancellation fee of 50% of the Tour price shall be payable to the Company in the event that a booking is cancelled between 21 September and 20 October.
 - 11.8.3. A cancellation fee of 100% of the Tour price shall be payable to the Company in the event that a booking is cancelled after 20 October.
- 11.9. A Safari Vehicle can be booked exclusively for the use of a Group Tour, subject to prior arrangement. If a Safari Vehicle is exclusively booked for a Group Tour, a fee of R13,000.00 per day will be levied for the vehicle, with a "day" commencing at 12:00, and terminating at 12:00 the following day. Exclusivity of a Safari Vehicle is however subject to availability and based on the following seating capacities:
- 11.9.1. Bush Lodge: 8 seats;
 - 11.9.2. Little Bush Camp, Selati Camp and Earth Lodge: 6 seats.

12. EXCLUSIVE TOURS

- 12.1. The balance of this agreement, unless otherwise provided for in this clause 12 will apply mutatis mutandis to an Exclusive Tour.
- 12.2. A single room supplement of 50% of the quoted per person per night rate will only be applied from the third single room onwards.
- 12.3. Provisional bookings will only be held for a period of 48 hours (forty eight) hours, within which payment of a 10% deposit of the total Exclusive Tour price will be required to secure the booking (unless otherwise agreed between the parties in writing), failing which the booking will automatically lapse.
- 12.4. Unless otherwise agreed in writing by the Company:
- 12.4.1. A further 40% of the Balance of the total Exclusive Tour price is payable 120 days prior to the commencement of the Tour.
 - 12.4.2. The balance of the total Exclusive Tour price (i.e. 50%) is payable 60 days prior to the commencement of the Exclusive Tour.
 - 12.4.3. A booking made within 60 days of commencement of the Exclusive Tour is payable in full immediately on receipt of an invoice from the Company, or on completing the Online Booking (as the case may be).

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- 12.4.4. Subject to 12.4.3 above, the full Exclusive Tour price of a booking for an Exclusive Tour which commences during the Christmas Peak Season (20 December to 10 January) is payable by latest 31 August of that particular year.
- 12.5. In the event that a booking is not paid in full in terms of clauses 12.4 above, the Company reserves its right to refuse the Client(s) participation in the Exclusive Tour, and the Client will be held liable for full cancellation fees as set out further below in this clause.
- 12.6. The final number of persons attending an Exclusive Tour must be confirmed at least 60 days prior to commencement of the Tour, whereafter a reduction in numbers greater than 10% of the initial group size will be subject to the cancellation fees set out in 12.7 or 12.8 (as the case may be) below.
- 12.7. Subject to 12.8, and unless otherwise agreed in writing, all cancellations will be subject to the following cancellation fees:
- 12.7.1. A cancellation fee of 5% of the Tour price shall be payable to the Company in the event that a booking is cancelled 121 days and more prior to the commencement of the Tour.
- 12.7.2. A cancellation fee of 50% of the Tour price shall be payable to the Company in the event that a booking is cancelled 61 - 120 days prior to commencement of the Tour.
- 12.7.3. A cancellation fee of 100% of the Tour price shall be payable to the Company in the event that a booking is cancelled 60 days or less prior to the commencement of the Tour.
- 12.8. Any bookings made from 1 September for Tours which commences during the Christmas Peak Season of that particular year (20 December to 10 January) will be subject to the following cancellation fees:
- 12.8.1. A cancellation fee of 25% of the Tour price shall be payable to the Company in the event that a booking is cancelled between 1 September and 20 September.
- 12.8.2. A cancellation fee of 50% of the Tour price shall be payable to the Company in the event that a booking is cancelled between 21 September and 20 October.
- 12.8.3. A cancellation fee of 100% of the Tour price shall be payable to the Company in the event that a booking is cancelled after 20 October.
- 12.9. A Safari Vehicle can be booked exclusively for the use of a Group Tour, subject to prior arrangement. If a Safari Vehicle is exclusively booked for a Group Tour, a fee of R13,000.00 per day will be levied for the vehicle, with a "day" commencing at 12:00, and terminating at 12:00 the following day. Exclusivity of a Safari Vehicle is however subject to availability and based on the following seating capacities:
- 12.9.1. Bush Lodge: 8 seats;
- 12.9.2. Little Bush Camp, Selati Camp and Earth Lodge: 6 seats.

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13. PERSONAL TOUR GUIDES AND ASSISTANTS

- 13.1. Personal Tour Guides and other assistants (i.e. nurses, pilots, translators etc.) accompanying Clients will be quoted on request and on a per person per night basis.
- 13.2. In the event that there is no guest accommodation available for a Client's personal Tour Guides and other assistants, alternative shared accommodation will be offered at a lower rate (if available), which rate will only include accommodation and meals.

14. ITINERARY & SCHEDULE CHANGES

- 14.1. Although every effort is made to adhere to the booked schedules and itineraries, the Company reserves the right to unilaterally make changes to the Tour and the proposed itinerary, and may even in certain circumstances be obliged to occasionally cancel a Tour as a result of a change in circumstances. Such circumstances may include, but may not be limited to force majeure including war, riot, civil strike, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other external factors, safety reasons, illness or disease outbreak, seasonal rainfall, unsafe airfields, game migrations from one region to another, airline or other travelling and booking problems, unscheduled camp/lodge closure (including but not limited to closure due to fire, flood, adverse weather damage etc.), or government, local authority or other interference beyond the Company's control.
- 14.2. In the event of the Agent/Client changing, at his/her instance or request, any facilities, accommodation, activities, associated activities, operator or travel or any portion of the proposed itinerary, the Company shall not be held liable for any compensation or increased costs occasioned thereby.
- 14.3. The Agent/Client may change his/her booking to an alternative date, subject to availability and prior written consent by the Company, in which case the Company will charge a 5% administration fee, and in some instances Suppliers' cancellation and penalty fees may apply. Should the Company be unable to accommodate the Client's request for an alternative date, the cancellation procedure in clauses 10, 11 or 12 above will apply (whichever is applicable).
- 14.4. The Company shall not be liable or responsible for:
 - 14.4.1. Any compensation to the Agent and/or Client as a result of an alteration, delay or cancellation of the Tour in terms of this clause 14, nor will any such alteration, delay or cancellation constitute a reason for a refund either in full or in part by the Company to the Agent and/or Client, and any losses, costs, damages and expenses resulting therefrom will be for the sole account of the Agent and/or Client (as the case may be);
 - 14.4.2. Any cancellation or curtailment of the Tour as a result of the Client's personal circumstances, e.g. death or illness;

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14.4.3. Changed circumstances and/or event expenses: these include but are not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone, beverage and meal costs not included in the Tour price, etc., which will be for the Client's own account.

15. INSURANCE

- 15.1. Travel, cancellation and health/medical insurance are mandatory for all Clients, and is a material condition of travel.
- 15.2. All insurance arrangements and fees are the sole responsibility of the Client and each Client shall arrange his/her own insurance with a reputable insurer before commencement of the Tour, with protection for the full duration of the Tour, and which insurance will cover inter alia emergency evacuation expenses, all medical and hospitalisation expenses, including emergency assistance, accidental death and disability, repatriation expenses, personal injury, loss of support, loss of luggage, goods, money and personal effects, theft, damages and expenses associated with the cancellation or curtailment of any Tour, which may arise as a result of the Client participating in the Tour. The Client hereby cedes to the Company so much of the proceeds of any insurance policy held for the benefit of the Client, to the extent that the Company has paid or is liable to pay any amount of any nature whatsoever to or on behalf of the Client in connection with any mishap, incident or emergency on the Tour.
- 15.3. The Company reserves the right to cancel any Client's booking, either prior or during the Tour, and without liability, if it discovers that the Client does not possess the necessary insurance cover referred to in 15.2 above, in which event the normal cancellation fees in clause 10, 11 or 12 (whichever is applicable) shall apply.
- 15.4. In the event that the Client falls ill or should be injured or suffer any mishap, medical emergency or medical condition during the Tour, the Client shall be responsible for all hospital, doctor, medical, evacuation and repatriation costs not covered by his/her insurance cover and the Company shall not be liable for any refund of the Tour fee for any reason whatsoever.

16. HEALTH

- 16.1. The Client acknowledges and warrants that he/she has been made aware of the proposed itinerary and confirms that he/she is medically fit, in good physical and mental health and that there is nothing which renders him/her unfit to undertake the Tour.
- 16.2. All Clients with pre-existing medical conditions or illnesses must declare the true nature of such conditions to the Company before the commencement of the Tour. The Client is responsible for attending to any medical condition which he/she may have and must consult with his/her physician in respect of all medical conditions which might be affected by his/her participation in the Tour, activities or associated activities. The Client warrants that he/she will carry sufficient prescribed and chronic medication with them at all times for the duration of the Tour and for one additional week. As lost luggage is a common problem facing travelers today, the Company suggests that the Client should pack a small bag with valuables and essentials, including any life sustaining medication, which can be carried as hand luggage for the duration of the Tour.

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- 16.3. The Client acknowledges that certain areas included in the Tour may involve a high risk of malaria and other tropical and/or communicable diseases and acknowledges that he/she has been advised to consult with his/her medical doctor regarding the taking of reasonable precautions in respect of malaria and other tropical and/or communicable diseases.
- 16.4. Without derogating from the generality of the foregoing, it is furthermore the Client's duty to ensure that all vaccinations and inoculations have been obtained, and that they possess and will at all times carry proof of the relevant vaccination certificates for the duration of the Tour. Without limiting the generality of the foregoing,
- 16.5. The Company must be advised of any specific health conditions (such as sleep apnoea etc.), which require the use of electrical or other medical devices, prior to confirmation of a booking, as alternative arrangements would need to be made for camps/lodges that do not have a reliable electricity supply.

17. TRAVEL DOCUMENTATION

- 17.1. The Client is solely responsible to ensure that his/her passports, visas, insurance cover and vaccinations certificates, (and any other travel documents and/or requirements of any nature whatsoever) are valid for the duration of the Tour and in the countries to be visited. Moreover, to avoid complications with customs and immigration, the Client must ensure that there are at least 3 (three) consecutive blank VISA pages in their passports at the commencement of the Tour.
- 17.2. The Client must consult his/her Embassy for up-to-date visa requirements. Citizens of certain countries are required to obtain visas before travelling and it must be noted that certain visas can take up to 3 months to be processed.

18. CHILDREN

18.1. BUSH LODGE:

18.1.1. **RATES** (Unless otherwise quoted, in which event the rates quoted will prevail):

- 18.1.1.1. 3 Years and younger sharing with 1 or 2 adults stay free of charge in a cot;
- 18.1.1.2. 4 - 7 Years sharing with 1 or 2 adults pay R4,500-00 per child per night;
- 18.1.1.3. 8 - 12 Years sharing with 1 or 2 adults pay R6,500-00 per child per night;
- 18.1.1.4. Children occupying their own room will pay the full adult rate for the first child, and the applicable child rate for the other children.

18.1.2. CONDITIONS

- 18.1.2.1. Subject to 18.1.2.3 below, children under the age of 6 years will not be allowed on safaris.
- 18.1.2.2. Subject to 18.1.2.3 below, children between the age of 3 and 6 years may

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only accompany their parents / guardians on safari if there is exclusive use of a safari vehicle. The usage of an exclusive safari vehicle is subject to availability, a surcharge and restrictions at sightings due to possible disturbance to animals and/or guests on other vehicles.

- 18.1.2.3. The Company may in its sole discretion allow / disallow children on safari drives.
- 18.1.2.4. Babysitters can be arranged from a minimum rate of R175-00 per child per hour which is to be paid directly to the babysitter. Babysitters are to be booked with reception on arrival.
- 18.1.2.5. Children that are 4 years and younger will not be allowed in the boma for dinner. Dinner will be arranged in the Safari Lounge between 17h00 and 19h00 or as room service.

18.2. ELEFUN CENTRE – BUSH LODGE

- 18.2.1. Target age group: 4 - 12 years.
- 18.2.2. Children under the age of 4 years need to be accompanied to the centre by an adult (parent, family member or child minder, which may be booked through Reception).
- 18.2.3. When there are evening activities in the lounge, children under 4 years need to be accompanied by an adult (parent, family member or child minder, which may be booked through Reception).
- 18.2.4. When the EleFun Centre Coordinator is supervising the children in the evening, her responsibility ends at 21h30, after which time a child minder may be booked at Reception to sit with the children.

18.3. SELATI CAMP, LITTLE BUSH CAMP AND EARTH LODGE

- 18.3.1. Children are only permitted in these lodges if the Client is making exclusive use of the lodge
- 18.3.2. Child Rates are available on request.

19. SUPPLIERS

- 19.1. Certain goods and services forming part of the Tour may be supplied and/or rendered by Suppliers to the Company.
- 19.2. All Tours booked with the Company are subject to the terms and conditions of the Company's Suppliers. On written request, the Company will advise the Client and/or Agent of the identity of the Suppliers and provide the Client and/or Agent with a copy of the respective Supplier's terms and conditions. If no such request is received the Client and Agent shall be deemed to have separately familiarised themselves with the relevant Supplier's terms and conditions.

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19.3. While the Company makes every effort:

19.3.1. to engage quality Suppliers; and

19.3.2. to ensure that the supply of various goods and services that constitute the Tour and Services will be carried out properly, efficiently and as advertised;

the Company will under no circumstances be liable or be responsible for any costs, losses, injuries or damages of any nature whatsoever, howsoever arising, that may be occasioned by an error or default, act or omission of any Supplier in supplying goods or services forming part of the Tour to the Client, or incidents connected therewith.

20. WEBSITE TERMS AND CONDITIONS

20.1. AMENDMENT OF THE WEBSITE TERMS AND CONDITIONS

20.1.1. The Company reserves the right to, at its sole discretion, amend, modify, add to or remove any provisions (in whole or in part) of these Website Terms and Conditions from time to time.

20.1.2. Any changes to these Website Terms and Conditions will become effective upon such changes being posted on the Website.

20.1.3. The onus rests on the User to periodically check the Website Terms and Conditions on the Website and/or Online Profiles for any changes or updates therein contained.

20.1.4. The User's continued use of the Website and Online Profiles following the posting of any amendments by the Company shall be considered notice of the User's acceptance to abide by, and be bound by the Website Terms and Conditions, including any amendments hereto.

20.2. DEEMED ACCEPTANCE

20.2.1. By accessing and using the Website and/or any of the Online Profiles, the User agrees to be bound by the Website Terms and Conditions set out herein.

20.2.2. If the User does not wish to be bound by the Website Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute and of the Content on the Website or the Online Profiles.

20.3. ECTA REQUIREMENTS

In accordance with the disclosure requirements of the Electronic Communications and Transactions Act, Act No 25 of 2005 ("ECTA"), the Company makes the following information available to the User:

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- 20.3.1. Full name: African Cultural Tours (Pty) Ltd t/a Sabi Sabi Private Game Reserve
- 20.3.2. Legal Status: Private Company
- 20.3.3. Registration Number: 1975/003146/07
- 20.3.4. Physical Address: 4 Jameson Avenue, Melrose Estate, Johannesburg, Gauteng, Republic of South Africa
- 20.3.5. Telephone Number: (+27)11 447 7172
- 20.3.6. Website Address: www.sabisabi.com
- 20.3.7. Electronic mail address: res@sabisabi.com
- 20.3.8. VAT Number: 4150141374
- 20.3.9. Names of Office Bearers (Directors): Marc John Loon, Rael Matthew Loon, Daniel Adam Polakow, Jacques Reuben Smit, Rodney Eric Wyndham, Cheree Lynne Dyers
- 20.3.10. Place of Registration: South Africa
- 20.3.11. Physical Address where the Company will receive legal service of documents:
- 20.3.12. 21 Scott Street, 4 Jameson Avenue, Melrose Estate, Johannesburg, Gauteng, Republic of South Africa.
- 20.3.13. Description of the main characteristics of the goods or services offered by the Company: Sabi Sabi Private Game Reserve is a world renowned private reserve situated in the Sabi Sand Wildtuin (part of the greater Kruger National Park) and is blessed with a variety of habitat and wildlife. With a collection of four 5-star exclusive lodges featuring Selati Camp (7 Suites), Bush Lodge (25 suites), Little Bush Camp (6 suites) and Earth Lodge (13 suites). Sabi Sabi offers morning and evening exclusive open vehicle safaris, combined with luxurious accommodation, superb cuisine and consummate African hospitality.

20.4. COMPLAINTS AND DISPUTES

Users may file complaints via the "Contact us" service on the Website and/or Online Profiles.

20.5. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 20.5.1. The Content displayed on the Website and Online Profiles are provided by the Owners.
- 20.5.2. All Content, and the compilation of the Content, belongs to the Owners and is protected by South African and international copyright laws and other intellectual property rights owned and controlled by the Owners, or by other parties that have licensed or otherwise provided their material to the Company for use on its Website and Online Profiles.
- 20.5.3. Except as specifically provided herein or elsewhere on the Website or Online Profiles, no Content may be copied, reproduced, republished, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without the prior express written permission of the Company (and the relevant Owner where applicable).
- 20.5.4. All rights in and to the Content are reserved and retained by the Owners.

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20.5.5. The Company reserves the right (at its sole discretion) to make changes to the Website, the Online Profiles, the Content, or to products or services offered by it at any time, and without notice to the User.

20.5.6. No User may add, delete, distort, or otherwise modify the Content without the prior written consent of the Company (and the Owner where applicable). Any unauthorized attempt to modify any Content, to defeat or circumvent the Company's security features, or to utilize the Website or Online Profiles for any purpose other than its intended purposes is strictly prohibited.

20.6. LIMITED LICENSE TO GENERAL USERS

20.6.1. The Company grants to the User, subject to the further terms and conditions set out herein, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the Content for personal, non-commercial and information purposes only.

20.6.2. The User agrees that it will not reproduce, duplicate, copy, resell or otherwise exploit the Website and/or the Online Profiles, nor any of the Content displayed thereon for any commercial purpose without the express prior written consent of the Company (and the relevant Owner where applicable).

20.6.3. The aforementioned license does not allow the User to collect products or service listings, descriptions or other information displayed on the Website and/or Online Profiles, and does not allow any derivative use of the Website, the Online Profiles or the Content displayed thereon for the benefit of another merchant.

20.6.4. The User may not frame, nor use framing technologies to enclose the Website, the Online Profiles, the Content or any part thereof without the express written consent of the Company (and the Owner where applicable).

20.6.5. The Company reserves the rights to:

20.6.6. refuse services, suspend or terminate a User's access to the Website and/or Online Profiles, and remove or edit the Content at its sole discretion;

20.6.7. claim damages from any User who does not comply with these Terms and Conditions;

20.6.8. disclose a User's Personal Information who fails to comply with these Terms and Conditions, to all persona affected by such User's actions.

20.6.9. Any unauthorised use of the Company's Website, Online Profiles or the Content thereof will summarily terminate the license referred to in 20.6.1 above.

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20.6.10. No other licence, right or permission is granted to the User to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the Website, the Online Profiles or the Content thereof, including copyright-, trademark-, patent- or other intellectual property rights, unless expressly stated herein.

20.6.11. No licence, right or permission is granted to the User to use the Website and/or the Online Profiles' icons, site address, or other means to hyperlink other internet sites with any page in the Website and/or Online Profiles, and the Company assumes no responsibility for any other party's site hyperlinked to the Website and/or Online Profiles or in which any part has been hyperlinked.

20.7. LIMITED LICENSE TO REGISTERED USERS

20.7.1. The Company allows and processes the registration of certain users ("the Registered User") on the Website and/or Online Profiles.

20.7.2. Subject to the further terms of this Agreement, a non-exclusive, non-transferable, limited and revocable right is granted to Registered Users to access, display, use, download, and otherwise copy the current and future Content of the Website and/or Online Profiles for the purposes agreed to by the Registered User and the Company in writing ("the Agreed Purpose").

20.7.3. The Website, the Online Profiles and the Content may only be reproduced, duplicated, copied, resold, visited or otherwise exploited to give effect to the Agreed Purpose.

20.7.4. The license does not allow the Registered User to collect product, service listings, descriptions or other information displayed on the Website and/or Online Profiles, and does not allow any derivative use of the Website, the Online Profiles or the Content displayed thereon for the benefit of another merchant.

20.7.5. The Registered User may not frame nor use framing technologies to enclose the Company's Website, Online Profiles or the Content, nor any part thereof without the express written consent of the Company and the Owner (where applicable).

20.7.6. Any unauthorised use of the Company's Website, Online Profiles or the Content thereof will summarily terminate the license referred to in 20.7.2 above.

20.8. GENERAL USAGE OF THE WEBSITE

20.8.1. The User may not use the Website, Online Profiles or any of the Content for or in conjunction with any illegal, unlawful or immoral purpose or as prohibited by the provisions herein contained.

20.8.2. The User undertakes to adhere to generally acceptable Internet and electronic mail etiquette, which includes, but is not limited to an undertaking that the User:

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- 20.8.2.1. Will not engage in any activity intended to entice, solicit or otherwise recruit users of the Website and/or Online Profiles to join an organisation, except where such activities are expressly authorised in writing by the Company, and as permitted by law;
- 20.8.2.2. Will not take action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent the User's affiliation to any person or forge header or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted electronically to the Company, whether on its Website, Online Profiles or otherwise;
- 20.8.2.3. Will not impersonate any other person or use a false or unauthorised name so as to create a false identity and/or electronic mail address or to misrepresent the origin or identity of any communication to the Company;
- 20.8.2.4. Will not engage in any abuse of electronic mail or spamming, including the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;
- 20.8.2.5. Will not modify, access or make available any data stored on a computer device which has been accessed through the Website and/or Online Profiles;
- 20.8.2.6. Will not make available or upload files that contain software of any other material not owned or appropriately licensed by the User;
- 20.8.2.7. Will not use the products and/or services to make fraudulent offers to sell or buy products, items or services or to offer to solicit for any type of financial scam;
- 20.8.2.8. Will not violate the privacy of any person or attempt to gain unauthorised access to the products and/or services or any other website or network;
- 20.8.2.9. Will not collect or use any listing, description or price lists from the Website and/or Online Profiles for the benefit of a competing merchant;
- 20.8.2.10. Will not use the products and/or services in a manner that may infringe the Intellectual Property rights or other proprietary rights of others, including the transmission of pirated software;
- 20.8.2.11. Will not use the products and/or service in any manner which could damage, impair, overburden or disable the products and/or services or interfere with any other party's use or enjoyment of the products and/or services;

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- 20.8.2.12. Will not use the Website, the Online Profiles, the Content or the Company's Products or services to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
- 20.8.2.13. Will not use the products and/or services or the Website, the Online Profiles and its Content to post or transmit, by means of listings, reviews, comments, suggestions, ideas, question or otherwise, anything which is unlawful, defamatory, discriminatory, obscene, offensive, vulgar, threatening, abusive, harassing, harmful, hateful, profane, sexuality explicit or which carries child pornography, religious or racial slurs, racially, ethnically or otherwise objectionable in any way or threatens or encourages bodily harm or the like or which may violate any person's personality rights;
- 20.8.2.14. Will not gather electronic mail addresses and/or names for commercial, political, charity or like purposes or collect or attempt to collect personal information about third parties without their knowledge or consent;
- 20.8.2.15. Will not act in any way which may, could or does impose an unreasonable or unusually large load of traffic on the Website and/or Online Profiles, or otherwise interferes with its proper and timely functioning.

20.9. LINKED SITES

- 20.9.1. The Website and Online Profiles may contain links to other websites that are not controlled or maintained by the Company.
- 20.9.2. While the Company tries to include only links to those sites which are in good taste and safe for our Users, the User agrees that the Company will not be responsible for the content, advertising, privacy policies, products, services, or other materials on or available from such linked websites.
- 20.9.3. The use of linked websites is at the User's own risk. The Company encourages all Users to read the terms of use of such other websites. Any inclusion of such links on the Company's Website and/or Online Profiles does however not imply the Company's endorsement of the linked site nor the content thereof.
- 20.9.4. The Company reserves the right to disable links from third party sites to the Company's Website and Online Profiles, and vice versa.

20.10. LIMITATION OF LIABILITY & DISCLAIMERS

- 20.10.1. Subject to section 43(5) and 43(6) of ECTA, if applicable, and to the extent permitted by law, the Website, the Online Profiles and all Content displayed thereon, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors and the Company shall not be held liable for any damage, loss or liability of any nature whatsoever, howsoever caused.

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- 20.10.2. The Company makes no warranties or representations as to the availability, accuracy or completeness of the Website, the Online Profiles or the Content displayed thereon, or any third-party content accessible via an Internet link on the Website and/or Online Profiles.
- 20.10.3. The Company shall not be held liable or responsible for any direct or indirect, special, consequential or other damage of any kind whatsoever suffered or incurred by the User, related to the use of, or the inability to access or use, or reliance on the Website, the Online Profiles, the Content displayed thereon or any functionality thereof, or of any linked website, including any claims arising from negligence.
- 20.10.4. The User binds his/her dependents, heirs, trustees, executors, administrators, third parties and/or assigns to these Terms and Conditions and undertakes to indemnify, hold harmless and expressly exempt and release the Company from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to the use of the Website, Online Profiles and the Content thereof.
- 20.10.5. The User waives and abandons any and all liabilities and claims of any nature whatsoever, howsoever arising, which he/she might have against the Company and releases the Company against any and all liability and claims that may arise or accrue to the User.
- 20.10.6. The use of the Website, the Online Profiles and any of its Content is at the User's sole risk.
- 20.10.7. While the Company makes every effort:
- 20.10.7.1. to engage quality Suppliers in the industry and other service providers in order to provide the best possible service and products to the User; and
 - 20.10.7.2. to ensure that the supply of various products and services will be carried out properly, efficiently and as advertised;
- the Company will under no circumstances be liable or be responsible for any costs, losses, injuries or damages of any nature whatsoever, howsoever arising, that may be occasioned by an error or default, act or omission of any Supplier in supplying goods or services, or incidents connected therewith.
- 20.10.8. The products and services advertised on the Website, Online Profiles and other marketing material and documents are to be used as a guideline only, and may be influenced by variable and/or unforeseen factors.
- 20.10.9. The Company shall not be held liable for any errors or omissions in any of its promotional material, publications and documentations (including any such material, information, publications and documentation made available in digital or electronic media format).
- 20.10.10. Due to currency fluctuations, the prices of products and services may vary from the prices displayed on the Website and/or Online Profiles. The Company will aim to keep the prices current and updated, but cannot guarantee that the prices displayed on the Website and/or Online Profiles are always correct.

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20.11. NON ENDORSEMENT

Reference to any specific company, products, processes, or services by trade name, trademark, manufacturer, or otherwise on the Website and/or Online Profiles does not necessarily constitute or imply its endorsement, recommendation, or favouring by the Company.

20.12. PRIVACY, ACCESS TO AND USE OF INFORMATION

20.12.1. The Company receives various types of information ("the Information") from Users who access the Website, including personal information as detailed in the Promotion of Access to Information Act ("PAIA"), Act 2 of 2000, and as detailed in section 1 of ECTA (hereinafter referred to "Personal Information").

20.12.2. To the extent permitted by law the Company may electronically collect, store and use Personal Information, including Users' names, contact details, surfing patterns, email addresses, IP addresses etc.

20.12.3. The Company is however committed in respecting each User's privacy and confidentiality of his/her Personal Information. In this regard the Company has put in place reasonable physical, electronic and managerial procedures to safeguard and secure the Personal Information obtained by it in order to prevent unauthorised access to such information.

20.12.4. The Company voluntarily subscribes to the provisions of ECTA (Electronic Communications and Transactions Act, Act 25 of 2002), PAIA, the Constitution of the Republic of South Africa, Act 108 of 1996, the Consumer Protection Act, Act 68 of 2008 (all as amended from time to time), to the extent that same deals with protection of Personal Information, and endeavours to treat Personal Information received by the Company accordingly. Whenever the User is of the opinion that the Company has failed to comply with inter alia section 51 of ECTA, the User shall inform the Company thereof by sending an email to res@sabisabi.com and the Company will review the User's representations made by email and, in the Company's sole and absolute discretion advisable, take corrective action, and within 20 (twenty) days respond to the User informing him/her about corrective actions taken, if any.

20.12.5. Despite the aforementioned undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.

20.12.6. The Company and the User voluntarily subscribes to the provisions of the Protection from Harassment Act, Act 17 of 2011 and the Protection of Personal Information Act, Act 4 of 2013, and will endeavours to give effect to the respective objectives thereof.

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20.12.7. The Company will not be held responsible for any damages that the User or any third party may suffer as a result of the transmission of confidential or disclosed information that the User makes to the Company through the Internet, or that the User expressly or implicitly authorise the Company to make, or for any errors or any changes made to any transmitted information.

20.12.8. All credit card and debit order information obtained by the Company will be used for billing purposes only, and will otherwise be kept strictly confidential.

20.12.9. To ensure acquaintance with and awareness of the privacy measures and policies of the Company, the User is urged to take care to read and understand the underlying privacy clauses attached as Annexure 'A' to this Agreement.

20.13. GENERAL

20.13.1. The Website and Online Profiles are controlled, operated and administered by the Company from its offices as set out below within the Republic of South Africa.

20.13.2. The Company makes no representation that the Website, the Online Profiles and the Content thereon are appropriate or available for use in other locations or countries. Access to the Website and/or Online Profiles from territories or countries where the Content is illegal is prohibited. If the User accesses the Website and/or Online Profiles from locations outside of South Africa, that User is responsible for compliance with all such local laws.

20.13.3. The User may not use the Website and/or Online Profiles in violation of South African export laws and regulations.

21. BREACH

21.1. The Parties acknowledge that any breach of the terms of this Agreement shall constitute a material breach, and a breach of the relationship of trust between the Parties.

21.2. In the event that the Agent and/or Client breaches this Agreement in any respect whatsoever, the Company will be entitled (without limiting any other rights or actions which the Company might have in terms of this Agreement or any law) to:

21.2.1. cancel this Agreement; and/or

21.2.2. claim damages from the Agent and/or Client (as they case may be); and/or

21.2.3. institute urgent or other proceedings against the Agent and/or Client to enforce any obligation of the Agent and/or Client; and/or

21.2.4. take any other necessary steps available in law which the Company deems necessary to protect the rights and interests of the Company.

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22. JURISDICTION

- 22.1. Subject to 22.2 below, these terms and conditions and all legal relationships between the Agent, Client and/or the User (on the one hand) and the Company (on the other hand) shall be governed by and interpreted in accordance with the Laws of the Republic of South Africa.
- 22.2. All claims and disputes in connection with or arising from this Agreement and/or the Services and/or the Tours, shall be governed and determined exclusively in accordance with the Applicable Law, and the courts of the Applicable Jurisdiction shall have exclusive jurisdiction to determine such claims and disputes.
- 22.3. Should any dispute of any nature whatever arise from or in connection with these terms and conditions, then at the election of any party, such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA. The Parties expressly consent to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency and irrevocably authorises the Company 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.
- 22.4. Either party may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 22.5. Nothing herein contained shall be deemed to prevent or prohibit either party from applying to the appropriate court with Applicable Jurisdiction for urgent relief or for judgment in relation to a liquidated claim.
- 22.6. Any arbitration in terms of this Agreement 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, without the written consent of the other party.

23. CONTACT DETAILS

In the event that you need to contact the Company for purposes related to these Terms and Conditions, please use the following contact details:

- 23.1. Telephone: (+27)11 447 7172
- 23.2. Email: res@sabisabi.com
- 23.3. Physical address: 4 Jameson Avenue, Melrose Estate, Johannesburg, Gauteng, Republic of South Africa
- 23.4. Postal Address: PO Box 52665, Saxonwold, 2132

These Terms and Conditions were most recently updated on 24 October 2018.

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ANNEXURE 'A' – PRIVACY POLICY

1. CASUAL SURFING

- 1.1. The User may visit the Website and Online Profiles without providing any personal information. The User accordingly hereby grants express written permission for the Website and Online Profile servers in such instances to collect the IP address of the User's computer, but not the email address or any other distinguishing information.
- 1.2. This information is aggregated to measure the number of visits, average time spent on the Website and/or Online Profiles, the pages viewed, etc. and the Company uses this information to determine the use of the Website and/or Online Profiles, and to improve the Content thereon.
- 1.3. The Company assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

2. UNSOLICITED INFORMATION

- 2.1. If the User posts unsolicited content or other information ("the Information") to the Website and/or Online Profiles, and unless otherwise indicated, then the User grants to the Company a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.
- 2.2. The User grants the Company the right to use the name that the User submits in connection with such Information, if it so chooses.
- 2.3. The User warrants that the User owns or otherwise controls all of the rights to the Information that the User posts, that the Information is accurate, that by the supply of the Information to the Company the User does not violate this Policy and does not infringe the rights of any other person or entity, and that the User indemnifies the Company for all claims resulting from the receipt of the Information the User supplies to it.
- 2.4. The Company reserves the right but not the obligation to monitor, and edit or remove any Information, where posted to public pages.
- 2.5. The Company takes no responsibility, and assumes no liability for any Information posted by the User or any third party on its Website and Online Profiles.

3. SOLICITED INFORMATION THE USER GIVES TO THE COMPANY

- 3.1. The Company may require certain Personal Information necessary to process and render services to the User.
- 3.2. The Company receives and stores all Information, including Personal Information which the User enters on the Website or Online Profiles, and provides to the Company.
- 3.3. The User may choose not to provide certain Personal Information, but that may limit the services or products that the User may wish to obtain from the Company.

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- 3.4. The User's Information that is required by the Company's Sub-contractors to give effect to transactions that the User chooses to enter into with the Company, will be shared with the relevant Sub-Contractor(s), and the User specifically consents thereto.

4. PROMOTIONAL INFORMATION

- 4.1. The Company aspires to provide first-class services to its Users, which necessitates the Company providing information to the User regarding new services.
- 4.2. In each instance, the User will be provided an opportunity to opt-out of such information circulars.

5. BUSINESS TRANSFERS

The Company may enter into business arrangements whereby its User (customer) base is one of its more valued assets. In such an event, and to the extent permitted by law, the User (customer) Information will be one of the transferable assets.

6. LAWFUL PURPOSES

When the Company is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand, and will do so. The Company may also impart Personal Information if permitted or required to do so by law.

7. SURVEYS AND STATISTICAL PROFILES

- 7.1. The Company understands that efficiency and customer care translates to good service.
- 7.2. The Company may periodically conduct online customer care surveys to facilitate the updating of service standards.
- 7.3. When it conducts a survey, the Company will inform the User how the information gathered will be used, and will provide the User with the opportunity to opt-out from such surveys.
- 7.4. Notwithstanding the foregoing, the Company may choose to use the Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.
- 7.5. The Website may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Website, and understanding how visitors use the Website. Cookies can also help customize the Website for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

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8. STORAGE

Personal Information will be stored for as long as it is used and for a period of one year thereafter, together with a record of the Personal Information and the specific purposes it was collected for. Personal Information will be destroyed once it has become obsolete.

9. INTERCEPTION

Subject to the Regulation of Interception of Communications Act ("RICA"), Act no 70 of 2002, the User agrees that the Company may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to the Company. The User agrees that his or her consent satisfies the requirements of ECTA and RICA to constitute consent in "writing", as defined in the aforementioned acts.

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ANNEXURE 'B' – CLIENT INFORMATION FORM

(* This form needs to be completed for each Client)

Booking Name:	
Total No. of Guests:	
Reservation no.:	
Full names and surname of Client:	
Identity / Passport number:	
Expiry Date:	
Nationality:	
Physical Address:	
Telephone number:	
Email address:	
Arrival Date:	
Special Dietary Requirements:	
Pre-existing medical condition(s):	
Chronic Medication:	
Room Preference (e.g. Twin/Double):	
Special Requests / Occasions:	

CLIENT'S ARRIVAL & DEPARTURE DETAILS OF FLIGHTS

ARRIVAL		DEPARTURE	
Airline:		Airline:	
Flight Number:		Flight Number:	
Place of Departure:		Place of Departure:	
Departure Date & Time:		Departure Date & Time:	
Place of Arrival:		Place of Arrival:	
Arrival Date & Time:		Arrival Date & Time:	

CLIENT'S MEDICAL / TRAVEL INSURANCE INFORMATION

Insurer: _____

Insurance Policy Number: _____

Contact person: _____

Contact Number(s) of Insurer: _____

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YESTERDAY, TODAY, TOMORROW

CLIENT'S EMERGENCY CONTACTS

Name of Main Next of Kin: _____

Contact number(s) of Main Next of Kin: _____

ACKNOWLEDGMENT – STANDARD TERMS & CONDITIONS

- I confirm that the information provided above is correct and that I have not omitted to declare any important information to the Company; and
- I have read and fully understand the Company's Standard Terms and Conditions (which can be found at <http://www.sabisabi.com/bookings/terms/>), and the implications thereof; and
- I confirm that no representations of any form induced me to agree to the Company's Standard Terms and Conditions; and
- I acknowledge that should a conflict exist between any document and the Company's Standard Terms and Conditions, the provisions of the Standard Terms and Conditions shall prevail.
- I am aware that the Company's Standard Terms and Conditions has serious legal consequences and that the persons I represent and I are bound to the terms and conditions set out therein without reserve.
- By signing this document, I assume personal liability of the total price of all bookings made by me.
- In the event that I am accompanied by family members, including but not limited to minor children, or in the event that I am making the booking in a representative capacity, I hereby warrant that I am duly authorized to bind my family members, including but not limited to the minor children, alternatively such persons that I represent (as the case may be) to the Company's Standard Terms and Conditions.

CLIENT'S SIGNATURE

Being duly authorized hereto

FULL NAMES: _____

DATE: _____

TIME: _____

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ANNEXURE 'C' – CLIENT INDEMNITY FORM

1. I, the undersigned, agree that in this document:
 - 1.1. "Company" shall mean African Cultural Tours (Pty) Ltd t/a Sabi Sabi Private Game Reserve, a private company duly incorporated in terms of the laws of the Republic of South Africa, with registration number 1975/003146/07 and with its registered address at, 4 Jameson Avenue, Melrose Estate, Johannesburg, Gauteng, the Republic of South Africa, and shall include its agents, representatives of any form, associates, affiliates, subsidiaries, holding companies, shareholders, directors, and employees;
 - 1.2. "Client" shall mean the undersigned party as well as his/her spouse, common law wife/husband, children (whether minor or adult), any other dependants, heirs, trustees, executors, administrators, third parties or assigns;
 - 1.3. "Supplier" shall mean contractor, subcontractor, service provider or other person with whom the Company make arrangements to provide goods or services to Clients in connection with a Tour, including such Supplier's agents, representatives of any form, associates, affiliates, subsidiaries, holding companies, shareholders, directors, and employees;
 - 1.4. "Tour" shall mean a package of tourism products and services including, without limitation, accommodation, meals, entertainment, travel, recreational and leisure activities and associated goods and services provided by the Company, and/or provided by Suppliers arranged by or through the Company, as set out in the itinerary and other documents furnished by the Company from time to time;
 - 1.5. The contra proferentem rule shall not apply to the interpretation of this document, in other words this document shall not be interpreted against the party responsible for preparing and drafting it.
 - 1.6. The use of the word "including" shall not be construed as limiting the meaning of the words preceding it to the one or more words or examples following it, and the meaning of the general words will not be restricted by the use of more specific words (i.e. the eiusdem generis rule shall not be applied in the interpretation of this document).
2. I acknowledge and understand:
 - 2.1. the real hazards and risks associated with wildlife areas, game and nature reserves and game lodges (which may be situated in unfenced wildlife areas);
 - 2.2. the hazards and risks associated with rivers, streams, lakes and other bodies of water that may be affected by unpredictable weather, tides and other circumstances, and that may not have effective warning or control systems that might be expected in first-world jurisdictions;
 - 2.3. the real dangers and risks associated with various forms of travel in remote locations, which usually have poorly maintained infrastructure;

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- 2.4. the danger and risk of suffering bodily harm, injury, illness, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with or presence of wild, dangerous or unpredictable animals (including birds, mammals, amphibians, reptiles, fish and insects), as well as the prevalence of communicable, tropical and other diseases, and similar health hazards;
- 2.5. the risks associated with undeveloped or partially developed countries and jurisdictions, including acts of terrorism, the unavailability of reliable electricity and communications, and problems associated with limited or unavailable health, safety and security services;
3. I accordingly confirm that I voluntarily participate in the Tour and associated activities, and make use of all facilities of the Company, entirely at my own risk.
4. I acknowledge and accept that:
 - 4.1. The Company will not be liable to me in respect of any damages, losses or liabilities incurred by me arising from or in connection with the Tour. Notwithstanding anything else contained herein, the Company shall not be liable for punitive damages, indirect damages, consequential damages, loss of profits, third party claims or any claims imposed on me by laws or statutes of countries outside of the Republic of South Africa. The Company shall not be liable for any damages, losses or other amounts that I have agreed, settled or compromised without the prior written consent of the Company, or which I am otherwise contractually bound to pay to any other person or entity.
 - 4.2. Save as set out in 4.1 above:
 - 4.2.1. The Company will not be liable or responsible to me for any direct or indirect damages or losses of any nature whatsoever, including those arising from any personal injury or death or loss of or damage to any property unless caused by the Company's recklessness or willful misconduct (irrespective of the cause of such injury, death, loss or damage).
 - 4.2.2. I hereby indemnify, hold harmless and expressly exempt and release the Company from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to my, and my dependents' participation in the Tour.
 - 4.2.3. I hereby waive and abandon any and all liabilities and claims of any nature whatsoever, howsoever arising, which I might have against the Company, and releases the Company against any and all liability and claims that may arise or accrue to me.
 - 4.2.4. I hereby bind my dependents, heirs, trustees, executors, administrators, third parties and/or assigns to the terms and conditions of this document. I further warrant that I am duly authorised to bind my minor children accompanying me on this Tour (if any) to the terms and conditions set out herein.
 - 4.3. Each of the indemnities, disclaimers, waivers, releases and other provisions of this Agreement are separate and severable provisions which are individually and jointly enforceable. In the event that any one or more of the provisions of this Agreement are found to be invalid, unlawful and/or unenforceable such provisions will be severable from the remaining provisions and the remaining provisions shall continue to be valid, in full force and effect.

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5. I acknowledge that in the event that I am injured during the Tour, the Company may at its sole discretion, without prejudice and/or admission of liability, arrange and pay for emergency medical treatment or evacuation for and on behalf of myself, and that I will be responsible to reimburse the Company in full for any such medical and related expenses.
6. I am aware that this document has legal consequences and that if I do not understand its contents or implications, I should discuss same with my legal representatives before signing it.
7. I warrant that I have comprehensive travel insurance, and that I shall ensure that such travel insurance remains in force and is valid throughout my travelling and participation in the Tour.
8. I accept that the entire relationship between the Company and I, including this document, and any disputes, be they in contract or delict, shall be governed by the laws of the Republic of South Africa.
9. I acknowledge that I am personally liable for all amounts arising out of my, and my dependants' participation in the Tour.
10. I confirm that all additional expenses incurred by me and my dependants (if any) during our participation of the Tour (which do not form part of the Tour price), will be personally paid by me before departure (unless prior written arrangements have been made with management). Periodic payments will also be made if the account exceeds the Company credit limit immediately upon presentation of an Invoice.
11. A certificate from a representative of the Company setting out the amount due by me and my dependants (if any) shall constitute prima facie proof of the amount due by me to the Company for all purposes, including any proceedings instituted by the Company against me.
12. I acknowledge that all game rangers and management at the lodge have my and my dependants' (if any) best interests at heart. I accordingly undertake to comply forthwith with any request and/or instruction that may be addressed to me.
13. I confirm that I will be solely responsible for the minor children accompanying me (if any) during my stay.

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I have read and fully understand the terms and conditions as set out in the various provisions above, read with the Standard Terms and Conditions with which I acquainted myself, and the implications thereof and acknowledge that I am bound thereby without reserve.

Dated at _____ this ____ day of _____ 20____.

Witnesses:

1. _____

2. _____

Client's Signature
In his/her personal capacity
and legal guardian of the following
minor child/children (if applicable)

#	FULL NAMES	IDENTITY / PASSPORT NUMBER
1.		
2.		
3.		

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ANNEXURE 'D' – AGENT APPLICATION FORM

Main Contact Full Names & Surname:	
Identity / Passport Number:	
Telephone Number (Work/House):	
Cell phone Number:	
Facsimile Number:	
Email Address:	
Physical Address:	

Capacity: Mark with (X):

Personal:

Representative of:

Company:

Trust:

IF ACTING ON BEHALF OF A COMPANY / TRUST:

Full name of Company / Trust:	
Registration Number of Company / Master's Reference of Trust:	
VAT Number (if applicable):	
Telephone Number:	
Facsimile Number:	
Email address:	
Physical Address:	
Postal Address:	

Directors, Shareholder / Members of Company / Trustees of Trust (Please print another page if the below space is insufficient):

1	Full Names & Surname:	
	Identity Number:	
	Email Address:	
	Cell Phone Number:	
	Physical Address:	
2	Full Names & Surname:	
	Identity Number:	
	Email Address:	
	Cell Phone Number:	
	Physical Address:	
Person responsible for account:		
Email Address:		
Telephone Number:		

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AGENT ACKNOWLEDGMENT – STANDARD TERMS & CONDITIONS

- I confirm that the information provided above is correct and that I have not omitted to declare any important information to the Company; and
- I have read and fully understand the Company's Standard Terms and Conditions (which can be found at <http://www.sabisabi.com/bookings/terms/>), and the implications thereof; and
- I confirm that no representations of any form induced me to agree to the Company's Standard Terms and Conditions; and
- I acknowledge that should a conflict exist between any document and the Company's Standard Terms and Conditions, the provisions of the Standard Terms and Conditions shall prevail.
- I am aware that the Company's Standard Terms and Conditions has serious legal consequences and that the company/ persons that I represent and I are bound to the terms and conditions set out therein without reserve.
- By signing this document, I assume personal liability, jointly and severally with the persons / company whom I represent, of the total price of all bookings made by me and the company and persons whom I represent from time to time.
- I further acknowledge that I will ensure that participants in the Tour on whose behalf I make a booking from time to time is made aware of the Company's Standard Terms and Conditions, and that they complete and sign Annexures "B" and "C" thereof prior to the commencement of the Tour.

AGENT'S SIGNATURE

Being duly authorized hereto

FULL NAMES: _____

DATE: _____

TIME: _____

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