

# AFRICALE TRAVEL & LEISURE

## General Terms and Conditions of Sale

35 Wesley Street, Gardens, 8001, Cape Town, South Africa

### 1. Booking and Confirmation of Services

Quoted prices are based on the availability of the services offered. Services are booked once Africale Travel & Leisure ("Africale") has received the client's written confirmation accepting the quotation and the travel programme. Services are confirmed once the client has signed and returned this document, together with a copy of all participants' passports, and paid the first deposit within 3 days of receiving this contract and the related payment instructions. Should any service become unavailable, Africale will book an equivalent or higher standard service, informing the client and obtaining their consent before proceeding.

Each quotation or travel programme is valid for 15 days from the date it is issued, unless a different validity period is stated in the quotation.

### 2. Payment Terms

To confirm a booking, the client is required to pay a deposit of 40% of the total trip cost upon signing the booking confirmation.

The remaining balance of 60% is due no later than 40 days before the departure date.

The trip price remains fixed regardless of subsequent fluctuations in currency exchange rates, unless otherwise stated in the individual quotation.

Payments may be made via the agreed booking platform or payment method specified at the time of booking, by bank transfer or credit card.

Once issued, flight tickets are non-refundable.

### 3. Client Responsibilities

**Confirmed tickets:** it is the client's responsibility to ensure they hold tickets for the confirmed travel dates. Should the client wish to change these dates, they must inform Africale directly and with sufficient notice.

**Entry requirements:** the traveller acknowledges and accepts that it is their responsibility to comply with the passport and visa requirements of the destination and transit countries, and to bear any costs arising from these formalities.

**Health requirements:** the traveller acknowledges and accepts that it is their responsibility to comply with the health requirements of the destination and transit countries.

Where requested by Africale, it is the client's responsibility to reconfirm bookings 48 hours before each tour and/or ground service, as indicated on the voucher provided. Any special requests, such as dietary requirements or allergies, must be communicated to Africale at the time of reconfirmation.

It is the client's responsibility to check all travel documents (vouchers and bookings) once issued, and to notify Africale of any discrepancies with sufficient notice. It is also the client's responsibility to verify that they hold valid documents (passport and international driving licence where required) and that visa details are correct.

## 4. Cancellations and Refunds

All cancellations must be communicated in writing by email to the local agency. The cancellation penalty applied depends on how far in advance of departure the cancellation is communicated:

- More than 91 days before departure: 25% of the total trip cost is retained
- Between 90 and 61 days before departure: 50% of the total trip cost is retained
- Between 60 and 31 days before departure: 75% of the total trip cost is retained
- 30 days or fewer before departure: 100% of the total trip cost is retained

If third-party suppliers used for the booking apply an additional cancellation penalty, the client will be required to pay the amount charged by that supplier.

Any flight cancellation penalty will be specified in the travel quotation. Once issued, flight tickets are non-refundable.

Cancellation penalties apply where non-participation in a tour is the responsibility of the client and not of the supplier used.

If, after departure, the organiser is unable for any reason — other than a circumstance attributable to the traveller — to provide an essential part of the services included in the contract, the organiser will arrange suitable alternative solutions for the continuation of the planned journey at no additional cost to the traveller, or will reimburse the traveller for the difference between the services originally planned and those actually provided. Where no alternative solution is possible, or the solution proposed by the organiser is reasonably refused by the traveller, the organiser will provide, at no extra cost, transport equivalent to that originally planned for the return to the place of departure or to another agreed location, subject to availability, and will reimburse the traveller for the difference between the cost of the planned services and that of the services actually provided up to the point of early return.

Where cancellation or non-performance of a booked tour or service is the responsibility of the supplier referred to above, the supplier will arrange reimbursement to the client as quickly as possible. Where the amount to be reimbursed is significant, reimbursement will be made within 30 working days.

Before proceeding with a refund, Africale will seek to find alternative services, subject to supplier availability and weather conditions. Where an alternative service involves a higher cost, this will be agreed with the client in advance and charged accordingly.

## 5. Services

Africale's primary task is to arrange ground services that meet the client's expectations. Africale does not accept liability for issues arising during or in connection with an individual ground service (e.g. adverse weather, technical faults).

Africale welcomes feedback, complaints, compliments and suggestions from clients at the end of their journey.

The organiser is liable for damages caused to the traveller as a result of total or partial non-performance of the contractually due services, whether performed directly or through third-party suppliers, unless it can be shown that the event resulted from an act of the traveller (including independent initiatives undertaken by the traveller during the provision of the services), from an unforeseeable or unavoidable act of a third party, from circumstances unrelated to the provision of the contracted services, from unforeseeable circumstances, force majeure, or from

circumstances which the organiser could not reasonably have foreseen or resolved applying professional diligence.

## **6. Pricing**

Africale's primary task is to arrange ground services that meet the client's expectations. Africale accepts no liability if the price of booked flights and/or ground services changes prior to the client's final payment due to currency exchange fluctuations. The cost of the client's trip may therefore be subject to variation, solely and exclusively related to currency exchange rates, until full payment has been made.

The price indicated is based on current market prices. Should there be any change to existing laws, taxes, regulations or fares during the contract period, this will be reflected in the final invoice and must be paid before the client leaves the destination country.

Unless otherwise specified, all quotations refer to standard rooms.

Obvious errors, including typographical errors, are not binding. All special offers and promotions are clearly indicated as such.

## **7. Additional Costs**

Certain ground services and tours are subject to additional costs, which may vary between suppliers. Common additional costs include car rental insurance supplements, rental of wetsuits, sleeping bags or bed linen, national park entrance fees, luggage storage, meals, insurance, and fuel taxes.

Africale will inform the client of any additional costs where possible, but it is also the client's responsibility to check for potential additional costs with each individual supplier.

## **8. Health, Passports and Visas**

It is the client's responsibility to ensure that all travel participants hold a valid passport, visa and entry permit required by the immigration authorities of the destination country. Any fine or penalty incurred by the client as a result of their documents being deemed invalid by the destination country's authorities is the sole responsibility of the client. All clients must hold a valid passport. Many countries require a minimum validity of six months from the date of return, while others require an electronic passport. It is the client's responsibility to ensure their documents are valid.

## **9. Damages**

The client will be held responsible for any breakage, loss or damage caused by themselves or by other participants in the journey during their stay in hotels or private accommodation. It is the client's responsibility to remedy the damage or reimburse the supplier for the amount of the damage prior to departure, and to indemnify Africale Travel & Leisure for any loss, damage or claims brought against it.

## **10. Conduct**

The client is responsible for complying with all applicable rules and laws during their stay in the destination country. If, in the view of suppliers, the client's conduct is disrespectful or causes

problems, damage or danger to other clients, Africale staff or any other person, their holiday may be interrupted, and Africale will not be liable for any resulting costs or claims.

## **11. Complaints**

It is Africale's intention to resolve any complaints relating to the standard of trip organisation or accommodation amicably. However, the client should first attempt to resolve any complaint directly with the service supplier (i.e. accommodation owners or individual service providers), while at the same time informing the Africale representative as soon as the issue arises.

If the complaint cannot be resolved on site, written notice must be sent to Africale Travel & Leisure within 10 days of the end of the relevant service. This requires that the Africale representative has already been informed of the issue at the time it arose. Failing this, Africale cannot accept any liability, as it will have been denied the opportunity to investigate and remedy the issue.

## **12. Information Provided by the Client**

All information provided by the client must be true and accurate. Africale will treat such information as confidential and will not pass it on to third parties, except as set out in Section 15 (Privacy Policy) below.

## **13. Internal Flights**

In the event of delays or cancellations of internal flights, Africale Travel & Leisure will do everything possible to assist the client, but is not liable should the client incur additional expenses as a result.

## **14. Limitation of Liability**

Africale Travel & Leisure acts solely as an organising agent for tours, attractions, hotel and accommodation bookings, restaurants, meals and services, guided visits, and transport of any kind, and cannot be held liable for injury, loss, damage, accidents, delays or inconvenience arising from defects, acts of government or other civil authorities (war, civil unrest, strikes, epidemics, etc.), or any other cause beyond Africale's control. Africale accepts no liability for loss or additional expenses arising from delays, changes of itinerary, or other causes. Africale and its suppliers reserve the right to cancel or reschedule any tour departure in accordance with applicable regulations. Flights and hotels will be reconfirmed after payment; should the originally offered services no longer be available, Africale will arrange equivalent alternative bookings.

## **15. Privacy**

Africale Travel & Leisure's handling of personal data is set out in full in the Privacy Policy on the following page, which forms an integral part of these Terms and Conditions.

## **Embassy Contacts in Italy**

South African Embassy in Rome: Tel. +39 06 852 541

Embassy of Mozambique in Rome: Tel. +39 06 808 3654

## PRIVACY POLICY

How Africale Travel & Leisure collects, uses and protects your personal data

### Our Commitment to Your Privacy

Africale Travel & Leisure (“Africale”, “we”, “us”) is committed to protecting your privacy. Any personal information you provide to us will only be used in accordance with this Privacy Policy.

### What Information We Collect and Why

We collect personal information that is necessary to deliver the travel services you request, including: full name, date of birth, passport details, contact details (phone number, address, email), emergency contact information, and, where relevant, dietary requirements, allergies or accessibility needs. This information is collected only where relevant and necessary to provide the booked services.

### How We Use Your Information

We use your information to:

- Arrange and confirm bookings with accommodation providers, transport companies and other suppliers
- Communicate with you before, during and after your trip
- Send informational emails relevant to your booking
- Measure and monitor demographic data about our clients, for internal purposes
- Contact you afterwards for quality control and feedback purposes

We do not disclose your personal information for marketing purposes. Your data is shared only with the product or tour suppliers and distribution partners necessary for the complete and correct management of your booking.

### How and Where We Store Your Information

Africale manages client data across the following tools and platforms:

- Google Workspace (Gmail, Drive, Docs) — used for client communication, document storage and itinerary management; access is restricted to the Africale team
- Nubbo — a professional itinerary management platform used to build, version and manage all client travel programmes, ensuring that each client receives an accurate, up-to-date itinerary reflecting the confirmed services throughout the booking process. Data stored on this platform is managed in accordance with Nubbo’s own data protection policy, which is independent from Africale’s
- Local device storage — some documents are stored locally on company devices, accessible only to authorised team members
- Evaneos platform — client data shared through the Evaneos booking platform is managed in accordance with Evaneos’ own data protection policies

Africale relies on the security measures provided by each platform used, and takes care to ensure that client data is accessible only to authorised team members.

### **How Long We Keep Your Information**

Personal data is retained only for as long as necessary to fulfil the purposes outlined above, and in line with applicable legal requirements.

### **How We Protect Your Information**

We have put in place suitable physical, electronic and managerial procedures to safeguard the information we collect. However, no data transmission over the internet or data storage system can be guaranteed to be 100% secure, and we cannot give an absolute guarantee that your information will be secure at all times. Africale relies on you to report any unusual activity that may indicate a breach of information security.

### **Your Rights**

You may, at any time, request access to, correction of, or deletion of your personal data by contacting Africale Travel & Leisure directly. You will be informed of any material change to this Privacy Policy before it takes effect.

---

### **Consent**

By signing below, I confirm that I have read and understood this Privacy Policy, and I consent to Africale Travel & Leisure collecting, using and sharing my personal data as described above for the purpose of arranging and managing my travel booking.

I consent to the collection and use of my personal data as described in this Privacy Policy.

Client signature: \_\_\_\_\_

Date: \_\_\_\_\_