

Terms & Conditions and Privacy Policy

TERMS AND CONDITIONS OF CONTRACT

Galavant Travel and Tours (PTY) LTD T/A Galavant Africa Travel Planners

APPLICATION

All enquiries, advice, quotations or estimates addressed to, provided by or bookings made and/or all services rendered and/or goods supplied by or on behalf of Galavant Travel and Tours (Pty) Ltd or cc (**'the Company'**) are subject to these terms and conditions (**'the Conditions'**) and the terms and conditions of various third party providers of services and/or goods (i.e. airlines, tour operators, hotels, cruise companies etc.) who the Company requests on your behalf to render services or provide goods to you (see re such suppliers below: **'Third Party Suppliers'** and **'Third Party Supplier Conditions'**). Please note that even if the aforesaid liaison with the Company does not culminate in a booking, the Conditions will apply to all enquiries addressed to and/or advice, quotations or estimates provided by or discussed with the Company.

THE CLIENT AND AUTHORITY

The person making such enquiries, seeking such advice, requesting such quotations or estimates or making such booking or to whom any service is rendered or goods supplied, is deemed to have read, had explained (where applicable), understand and accepted the Conditions and to have the authority to do so on behalf of the person, persons or group or entity in whose name or on whose behalf the enquiry is made or advice sought or estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered and/or the goods supplied (collectively referred to as **'the Client(s)'**).

COVID

It is common knowledge that travel in particular has been affected by major challenges arising from the Covid 19/Corona Virus (**'Covid'**) which has been declared a pandemic by the World Health Organization (**'WHO'**). Covid can be transmitted from person to person inter alia by contact and respiratory means and that it is essential to follow guidelines and precautionary measures issued by the WHO and various governments. Each country has its own entry and exit requirements and it is the sole and exclusive duty of each traveller to familiarise themselves with such prescribed guidelines and precautionary measures AND entry and exit requirements of each country they intend visiting and/or which is reflected in their final itinerary. The Company is not liable for any consequence of non-compliance with this clause and/or the impact of Covid on your booking (See the **'Responsibility'** clause below)

THIRD PARTY SUPPLIERS

The Clients are provided with travel and/or other services and/or goods either by the Company itself or by Third-Party Suppliers who it engages as agent for the Client and who in turn acts as the principal in the relationship with the client - they include airlines vehicle rental, providers of accommodation, food and beverage and excursions. The contract in use by the Third-Party Suppliers (which is often constituted by the ticket issued by them), shall constitute the sole contract between the Third-Party Supplier and the Client and any right of recourse the Client may have, will be solely against such Third-Party Supplier. The Company will provide the identity and terms and conditions of all the Third-Party Suppliers relevant to the service and/or goods being provided for the Client's booking and it's the Client's responsibility to familiarise itself with such terms and conditions (*'the Third-Party Supplier's Conditions'*). Whilst the Company vets and selects the Third Party Suppliers with the utmost care and circumspection, the Company accepts no liability for any loss, damage, illness, harm, injury or death which any Client may suffer or claim of whatever nature it may have as a result of any act or omission on the part of or the failure of the Third Party Supplier to fulfill any of its obligations, whether in relation to travel arrangements, accommodation or otherwise.

With regards to hotel bookings, please be aware that hotels and other accommodation properties such as guest houses (Collectively referred to as **'hotels'**) may undergo renovations from time to time. Hotels generally take all possible steps to limit disruption and inconvenience to their guests when renovations are taking place. The Company will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If the Company is specifically advised of renovations in advance by the hotel, this information will be passed on to the Client, but it is important to understand that this is subject to change and that the Company may not always be notified.

CAR & VEHICLE HIRE

These contracts (*'Car Hire T&C'*) are onerous & include absolute, no fault and strict liability provisions. These Car Hire T&C must be read very carefully and anything you don't understand or about which you have any misapprehension must be discussed with the car hire consultant BEFORE you sign the Car Hire T&C, especially damage excesses and mileage. Please note that you will be liable for all traffic fines and toll fees. The Company strongly recommends you check the vehicle thoroughly (exterior and interior) with a representative of the car hire business upon collection and return and ensure that any damage, scratches, faults or shortcomings are noted in writing & signed for. Note that the Car Hire T&C shall constitute the sole contract between the car hire company and the Client and any right of recourse the Client may have, will be solely against the car hire company in terms of the Car Hire T&C.

Similarly the Company cannot take responsibility in case of car rental vehicle break-down, dirty car rental vehicles, incorrect reading of kilometres travelled, etc.

AIR TICKETS

These tickets are linked to contracts (*'Air T&C'*) which are very complex and can entail very strict requirements regarding change, airport and departure taxes and cancellation and baggage provisions and the Client **MUST read** ALL the applicable conditions **BEFORE** paying for the ticket. The Client should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, the Client is not allowed to use such tickets/coupons out of sequence or to *'skip'* one (& e.g. opt for train, bus or car transport) as this will VOID the entire balance of the journey/itinerary. *'No-shows'* may result in the ticket being voided and/or the Client being charged a cancellation fee. Note that the Air T&C shall constitute the sole contract between the airline and the Client and any right of recourse the Client may have, will be solely against the airline in terms of the Air T&C. The Client's rights of recourse as a consequence of over-booking are determined by the Consumer Protection Act, Act # 68/2008 (*'the CPA'*). Loyalty programs are governed by strict rules of which the Client must be aware and retention of boarding passes and other documentation pertaining to such programs is the sole responsibility of the Client. Consult the airline about refunds for unused tickets as strict deadlines apply.

BOOKING, DEPOSIT & RESERVATION

Once the Client has filled in the travel enquiry form (whether hard copy or on the Company's website), responded to an advertisement verbally or in writing or via e-mail or the Internet or has, without reference to any of the aforesaid, asked for more details (collectively referred to as *'the Enquiry'*), about a particular destination, trip, tour or mode of travel (collectively referred to as *'the Proposed Travel Arrangements'*) the Company will prepare and provide the Client with an estimate (by hand, text message or e-mail) (*'the Estimate'*). Upon the Client's written confirmation that the facts and information contained in the Estimate is correct and upon acceptance of these Conditions by the Client, the Company will prepare a quotation for the Proposed Travel Arrangements (*'the Quotation'*). The deposit amount required may vary depending on the specific policies and terms and conditions of the respective Third Party Suppliers. Accordingly, the Company is obligated to comply with the requirements set forth by each Supplier. – (*'the Deposit'*) of the total estimated value of the Proposed Travel Arrangements (*'the Price'*) is required in order to confirm reservations with the Third Party Suppliers (*'the Booking'*), subject to payment of the balance of the Price in due course as specified herein. The purpose of the Deposit, other than payment to Third Party Suppliers, is to cover costs, disbursements incurred by the Company, its service fees, commission earned and administration fees and in the event of any cancellation as provided for herein, it may be forfeited by the Client. The Company will not confirm any reservation if the Deposit is not received and the Company reserves the right to cancel any reservation that may have been

made if the deposit is not received. Once the Booking has been completed as aforesaid, the Client will be supplied with the document that will contain the final detail of your Booking (***‘the Booking Confirmation Form’***).

- In the case of air tickets, full payment is required as per the applicable fare rule. If full payment is not received by the applicable date the airline will automatically cancel the reservations.
- In the case of group bookings, full payment is required by each respective individual/company in order to confirm/secure any airline seats/accommodation/car hire or any other group arrangements on offer/discussed. If full payment is not received by the applicable date, the Company will automatically cancel any airline seats/accommodation/car hire or any other group arrangements on offer/discussed/confirmed and the Client will have no right of recourse against the Company or any of the Third Party Suppliers.
- Please note that often more than one itinerary is prepared during the booking process and it is the Client's obligation to ensure that all the details in the final version submitted to it is correct.

PAYMENT AND PAYMENT TERMS

The **balance of the Price** is due not later than six (6) weeks prior to departure [OR on or before the date specified in the Quotation or the Booking Confirmation Form]. If the final payment is not received on time, the travel documents can be delayed any costs incurred as a result will be for the Client's account or the Company may cancel the Booking. Late payment may also result in cancellation of the reservation by any of the Third Party Supplier. All bank charges are for the Client's account.

PRICE

Note that the Company reserves the right to amend the Price if an unreasonable time lapses between the date the Quotation is submitted to the Client and the date it is completed, signed and returned to the Company and the Deposit paid . Furthermore, Prices are quoted at the ruling daily exchange rate. Until the Company has received payment of the Price in full, it reserves the right to charge any fluctuations to the Client's account and the Client undertakes to pay for any such fluctuation on demand. The onus will be on the Client to check that there have been no changes in the Price prior to making full and final payment. However, once payment of the Price in full is received, the Price is guaranteed (subject to statutory increases such as VAT). Note that airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by the Company (PLEASE NOTE: This applies especially regarding airport taxes for the entire journey. This also applies to foreign exchange currency payments such as international hotel bookings, car hire, rail bookings or any other foreign payments that need to be made as well as international bank transfer fees). Should it be a group booking and the

group number deviate from the number required for the Booking, the Company reserves the right to re-cost the Price and raise a surcharge. Should any Client refuse to accept and pay such surcharge, the Company reserves the right to cancel the tour and retain any payment made (The Company will be entitled to retain any service fees charged and/or retain the commission earned and/or charge an administration fee for costs and disbursements incurred by the Company). However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed (PLEASE NOTE: This applies especially regarding airport taxes for the entire journey). Please note that the Price excludes inter alia airport departure tax and any expenses of a personal nature and gratuities.

Please note that in some cases Third Party Suppliers may nevertheless have a clause requiring passengers to pay an additional amount in the event of fuel surcharges or fuel price increases even though full payment has been effected

RESPONSIBILITY - DISCLAIMER, WAIVER AND INDEMNITY

All tours are booked and arrangements are made on the express condition that the Client embarks on the tour or journey, activities and any excursions entirely at their own risk, including the journey from their home(s) to the airport and back. The Company, its directors, members, partners, employees and agents (*'the Indemnified Parties'*), shall not be responsible for, and shall be exempt from all liability in respect of loss (financial or otherwise), expenses, damage, accident, injury, death, harm (as defined in the CPA), illness, trauma, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client whether on the tour or journey or not), loss of or damage to their luggage, or other property, including any medical expenses, wherever, whenever and however the same may occur and whether or not arising from any act, omission, default, or negligence on the part of any of the Indemnified Parties whatsoever including the cancellation and/or curtailment of any aspect of the tour.

INSURANCE

It is recommended for every Client (and all members of a group or tour party) to have comprehensive insurance cover and written, documentary proof of such cover must be submitted to the Company with the signed quotation. Such cover must include amongst others cancellation due to illness, accident or injury, personal accident and personal liability, medical expenses, repatriation, the expenses associated with the cancellation curtailment of a tour, loss of or damage to baggage and sports equipment (Note that is not an exhaustive list). The Company will not be responsible or liable if the Client fails to take adequate insurance cover or

at all. It shall not be obligatory upon the Company to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by the Company pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk and the Company shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason the Client will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the Client will be issued with a policy document by the insurer. It is a complex document, which must be read BEFORE YOU initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure

Please note that various credit card companies offer limited levels of travel insurance, which the Company does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

PASSPORTS, VISAS & HEALTH

It is the entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time and will be valid for six (6) months after return to his/her/their home country and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with a medical practitioner who is well versed with the prevailing conditions and requirements of the country(ies) or territories/areas you intend visiting before travelling. If the Company assists the Client in any way, such assistance will be at the Company's sole discretion and the Client acknowledges that in doing so, the Company is not assuming any obligation or liability and the Client indemnifies the Company against any consequences of such assistance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical challenges the journey may entail and the Client must accordingly be in an adequate condition for the Proposed Travel Arrangements.

Please note that All visitors to South Africa and all clients who are travelling from RSA to another country are required to have a minimum of three (3) blank pages in their passport excluding the front and back cover to enable the entry visa to be issued – However in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin. Please ensure that all passports are renewed timeously. The client must ensure that the details supplied to the Company mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 6 (six) months after your scheduled return to South Africa. Non-South African passport holders may also be required to have re-entry documentation and it is entirely the Client's duty to ensure that such documentation is in order before departure.

TRAVEL DOCUMENTS

Documents (vouchers, itineraries etc) are only prepared and released on receipt of payment of Price in full. Upon receipt of your travel documents, PLEASE CHECK that ALL the detail therein are correct BEFORE departure.

Please note that a visa does not guarantee entry to any given country at point of entry and boarding of an aircraft may be denied at any point even if you have a valid visa. Furthermore caution should be taken when your countries of transit or final destination issue visa on arrival. These must not be taken for granted and ensure that all details are obtained from the relevant embassy or consulate well in advance of your departure.

Should you travel while pregnant, please contact your doctor for a "*fit to travel*" letter, which is required by some service providers. Please advise the Company how far your pregnancy is when travelling as some service providers have restrictions.

ABRIDGED BIRTH CERTIFICATES FOR CHILDREN - PLEASE CONSULT THE DEPARTMENT OF HOME AFFAIRS OR EMBASSY OR CONSULATE IN YOUR COUNTRY ABOUT THE LATEST REQUIREMENTS – BROADLY SPEAKING THE FOLLOWING IS REQUIRED WHEN A MINOR TRAVELS WITH HIS/HER PARENTS/GUARDIAN:

- The minor must have an unabridged birth certificate
- In the case of foreign countries that do not issue unabridged birth certificates, a letter to this effect issued by the competent authority of the foreign country should be produced.
- All documents must be original or copies certified as a true copy of the original by a Commissioner of Oaths or the equivalent commissioning authority should Commissioners of Oaths not be a practice in the country concerned.
- All documents not in English should be accompanied by a sworn translation issued by the competent authority in the country concerned.

MALARIA AND OTHER TROPICAL DISEASES: WARNING

Certain parts covered by your itinerary may be areas where there is a high-risk of malaria and other tropical diseases. The Company strongly recommends that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return.

Certain areas also require Yellow Fever Vaccinations of which the certificate must be carried and produced when required. Yellow Fever Vaccinations last for up to 10 (Ten) years and inoculation is required at least 2 (Two) weeks before your departure from country of origin.

PLEASE NOTE: The South African government as a rule does not issue cautionary travel advice regarding foreign countries – where the countries you are travelling to issue such a cautionary and it comes to the Company's attention it will convey it and/or provide an appropriate link to you. However it is your duty to check your destination and itinerary on the Internet for any such cautionary before you travel as the state of the country in terms of not only health but also security (such as recent terrorist attacks) can change overnight.

CANCELLATION

In the event of Client cancelling their reservations (which must be done by confirmed e-mail), the Company shall have the right to either claim the Deposit or to retain the Deposit and claim damages suffered by the Company which will include inter alia transaction and administration fees. The Company reserves the right to cancel any tour before departure; in which event the entire payment will be refunded to the Client without any further obligation on the part of the Company or right of recourse by the Client. The maximum cancellation fees, which may be imposed in the event of a client cancelling, are determined by the individual service providers, and may vary depending on their specific policies. (Clients should also refer to the cancellation provisions contained in the Third-Party Supplier's Conditions or website as Third-Party Suppliers may charge cancellation fees over and above those stated by the company. Clients are strongly advised to familiarise themselves with the cancellation terms of each service provider involved in their booking, as these policies may change from time to time.

UNSCHEDULED EXTENSIONS AND/OR ITINERARY VARIATIONS

While every effort is made to keep to all published itineraries, Third Party Suppliers and/or the Company reserve the right to make changes for the Client's health, safety and convenience. This may be as a result of flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the Company, its agents or principals, and it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc) will be for the Client's account. This is not and must not be deemed to be a cancellation and will not entitle the Client to a refund of any nature.

BREAKAWAYS

While it is possible to break away from planned holiday itineraries, it is understood that such breakaways will be for the Client's account.

COACH & AIR CHARTER

Please note that the flying services and coach transfers are sub-contracted to independent Third Party Suppliers. They are entirely and exclusively responsible for this portion of the itinerary. The Company will not be liable for any additional flying/transfers outside of the quoted itinerary. This will be for the Client's account.

DESTINATION SELECTION

The Client acknowledges that it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the Internet. It also acknowledges that certain of such brochures and/or the Internet have been compiled and are managed and updated by the Third-Party Suppliers over which the Company has no control. Accordingly the Company cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Third-Party Supplier.

LAW, JURISDICTION, DOMICILIUM AND LEGAL FEES

South African law and the jurisdiction of South African courts will govern the relationship between the Client and the Company. The Company shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction. The parties choose their respective domicilium citandi et executandi as reflecting in the Booking Form. The Client will be liable for all legal fees on an attorney and own client scale in the event that the Company has to take any legal steps of any nature whatsoever pertaining to the Conditions.

CONDUCT

The Client undertakes that he/she and any members of its tour party will at all times comply with the Company's or others' requirements and instructions in regard to his/her conduct and he/she will not in any way constitute a hindrance to any Third Party Supplier, other passenger or person on the tour, mode of conveyance, at any place of accommodation, entertainment or where meals and/or drinks are served. The Client indemnifies and holds harmless the Company against damages suffered and/or costs incurred by the Company and/or any third party or other consequences as a result of a breach of this clause.

SPECIAL REQUESTS

Client who has special requests must specify such requests to the Company in the Enquiry. Whilst the Company will use its best endeavours to accommodate such requests, it does not guarantee that it will.

AMENDMENTS

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the Company.

REFUNDS

No refunds will be considered in any circumstances whatsoever, whether for unused services or otherwise. Refunds by the Third-Party Suppliers will be exclusively and solely subject to the Third-Party Supplier Conditions.

FOREIGN EXCHANGE REGULATION COMPLIANCE

This is the Client's exclusive duty. This will apply especially when the Client instructs the Company to make and pay for travel arrangements on the Internet. It is the responsibility of each individual Client to ensure that he/she does not exceed the R1 (one) million per calendar year (Please note this amount is stipulated by the SA Reserve Bank as at January 2015 and may be adjusted from time to time – it is the Client's duty when booking to check with its foreign exchange provider). Individual's Single Discretionary Allowance: It is imperative that the Clients are able to show any customs official that they purchased the foreign exchange they are carrying, failing which it may be confiscated.

e-TICKETING

The Client must be ready to show their identity document and possibly their credit card used to make payment for the Booking at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for EACH MINOR.

FORCE MAJEURE

DEFINITION

The parties agree that one or more of the following events, circumstances or occurrences (*'the Event'*) will constitute prima facie force majeure for the purposes of the terms and conditions that govern the relationship between the parties, subject to the qualifying requirements:

- Acts of God and casus fortuitous: physical, natural causes which cannot be foreseen or prevented and which without limiting the generality of the aforesaid includes tornadoes, death, extraordinary high tides, tidal waves, violent winds, storms, floods, earthquakes, earth tremors, volcanic eruption, hurricanes, tornados, typhoons, cyclones, landslides, subsidence, lightning strikes, fire and other natural disasters;
- Industrial action such as strikes and lockouts, riots, protests and protest action, whether of a political nature or not;
- War, sabotage, revolution, terrorism, civil commotion, riots, insurrection, invasion, blockade or boycott;
- Epidemic, pandemic or the outbreak any other life and/or health threatening diseases, whether infectious, contagious or not, or events such as the spillage of dangerous contaminants or severe air, water, soil or substance pollution;
- Any other event that is due to an irresistible force, unavoidable and external accident;
- Breakdown of public services and amenities;
- National and/or regional border closures and international, national and/or regional or transport travel or transport bans or restrictions whether taken and/or implemented by the government of any country included in the client's travel itinerary;
- The geographic location, origin and/or epicenter of the Event is irrelevant as the only yardstick is the impact on the contractual obligations of the parties

QUALIFYING REQUIREMENTS

The parties agree that the above prima facie force majeure events (*'the Event'*) will only qualify as such if all of the following conditions are met:

- The party invoking force majeure (*'the Force Majeure Party' - 'FMP'*) must immediately advise the other party (*'the Force Majeure Recipient' - 'FMR'*) in writing;
- The Event must not be due to the fault, negligence or breach of contract on the part of the FMP;
- The Event must destroy the subject matter of the contract and means of performance to such an extent that performance becomes permanently impossible and NOT simply difficult, burdensome or economically onerous to carry out;
- The FMP uses and has used due diligence and its best commercially reasonable endeavours to overcome and/or remove and/or alleviate and/or mitigate the Event;
- The FMP must mitigate its own damages;
- The FMP must take all reasonable steps to avoid non-performance;
- Any steps taken by any country's government must be as a result of the Event which results in and meets any one or more of the above Qualifying Requirements;
- The Event must not be of a temporary nature but if it is anticipated to endure for an unreasonably long period, it will be regarded as permanent

REMEDIES

- If the parties are in disagreement about the Definition or the Qualifying Requirements, the parties will apply the Dispute Resolution clause of the Conditions;
- If any one or more of the qualifying criteria are not met, the FMP will have the option to agree a postponement with the FMR and the contract will be performed at the postponed date or the FMP can cancel the contract and the cancellation provisions will apply.
- If they are in agreement that the Qualifying Requirements have been met, then parties will in the first instance use their best endeavours to agree on the postponement of performance of the contract and failing consensus in that regard, the FMR will use its best endeavours to reimburse the FMP all monies received from it and paid to third party service providers which it manages to recover less irrecoverable disbursements and a reasonable management and service fee.

CONFIDENTIALITY & PRIVACY

Subject to statutory constraints or compliance with an order of court, the Company undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

Furthermore, as far as the Client's personal information and special personal information is concerned, the Company will comply with all provisions of the applicable privacy legislation such as the Protection of Personal Information Act, Act 4 of 2013 [*'POPIA'*] and, in the case of residents of the European Community (*'the EC'*), the General Data Protection Regulations of 2018 (*'the GDPR'*) as detailed in the Company's Privacy Policy which is incorporated herein by reference and which you are deemed to have read, understand and agree to be bound by.

CONFIRMATION OF TRAVEL ARRANGEMENTS

All onward travel arrangements (local and international & on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 hours prior to departure.

INTERNET BOOKINGS

If the Client requests or instructs the Company to make bookings via the Internet, the Client irrevocably authorises the Company to do the following on its behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payments and (3) accept booking conditions.

DRIVER'S LICENCE

Even if you have obtained an international driver's licence, please take your national driver's licence with you. Some overseas car rental companies may request proof of residence such as rates and taxes account (as for FICA)

TAXES & SURCHARGES

Where possible airport and airlines taxes and surcharges are reflected in all prices. It should be noted that certain airlines invoke additional taxes and/or surcharges if any changes are made to the tickets and/or routing even if the ticket has been fully paid. Furthermore it is important that you check with the Company prior to departure from South Africa what the current airport departure tax is of all the countries you will be passing through as these taxes are usually payable in the local currency and must be provided for. With regards to accommodation, some countries city tax and other taxes are only payable on check out.

COPYRIGHT

The Conditions and any intellectual property and specifically copyright therein and any proposals, presentations, estimates, quotes and itineraries provided by the Company is and shall remain the sole and exclusive property of the Company

The Client furthermore undertakes not to circumvent the Company and to make any approaches to or enter into any arrangements for any concept similar in part or as a whole to that contained in any of the proposals, presentations, estimates and quotes provided by the Company with any of the Third Party Suppliers or any other service providers or venues for a period of 1 (One) year from the date of the Booking and/or the submission of any proposals, presentations, estimates quotes provided by the Company.

DISPUTE RESOLUTION

Any and all dispute arising out of or in connection with the Conditions and/or bookings made by the, shall be dealt with as follows:

- 1 Firstly the parties will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably.
- 2 Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place with a further 5 (five) days from the date the mediator is appointed.
- 3 Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Johannesburg within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.
- 4 Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application

ENTIRE CONTRACT

The Conditions (together with all enquiries, advice, quotations or estimates addressed to, provided by or bookings made and indemnities signed and the Company's Privacy Policy) constitute collectively the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges

that he/she has not relied on any matter or thing stated or presented by or on behalf of the Company or otherwise that is not included herein and whether in writing or verbal or implied. The contra proferentem rule will not apply to the interpretation of the Conditions. The Company reserves the right to revise these conditions from time to time - each revision will be dated and posted on its website.

PRIVACY POLICY

Effective Date: 01/01/2025

At **Galavant Africa Travel Planners** (registered as Galavant Travel and Tours Pty Ltd), your privacy is not just respected, it's protected. This Privacy Policy explains how we collect, use, share, and protect your personal information when you visit our website or interact with our travel services.

1. Who We Are

Galavant Africa Travel Planners is a boutique travel company based in Sandton, South Africa. You can reach us at **info@galavantafrica.com** for any privacy-related enquiries.

2. What We Collect

When you use our website, submit an enquiry, or make a booking with us, we may collect the following personal information:

- Full name
- Email address
- Location (city/country)
- Travel preferences and notes
- WhatsApp contact (if you initiate a chat)

If you proceed with a booking, we may also collect additional details such as:

- Passport information
- Dietary needs relevant to travel, etc.

3. How We Use Your Information

We use your information to:

- Respond to enquiries and provide personalised travel planning
- Confirm and manage travel bookings
- Share essential details with our trusted partners (hotels, DMCs, guides) solely for the purpose of your trip
- Improve our website performance through analytics tools like Google Analytics
- Send marketing emails

4. Sharing Your Information

We do **not** sell or share your data with unauthorised third parties.

Relevant personal details are only shared with **trusted travel suppliers** involved in delivering your itinerary (e.g. hotels, activity providers), and only when necessary to complete a booking.

5. Use of Cookies

Our website may use cookies to improve functionality and analyse visitor behaviour. This includes services such as **Google Analytics**. You can control cookie preferences via your browser settings.

6. Storing Your Information

We only keep your information as long as necessary to fulfil your booking or maintain client communication.

7. Your Rights

Under South African privacy law (POPIA), and in line with international standards (GDPR), you have the right to:

- Request access to the personal information we hold about you
- Ask us to correct or update your data
- Request deletion of your personal data
- Opt out of any future marketing communications

To make any such request, simply contact us at **info@galavantafrica.com**.

8. Changes to This Policy

We may update this Privacy Policy from time to time. Any changes will be posted on our website with an updated effective date.

9. Contact Us

Questions, concerns, or data requests?

Please contact us at: **info@galavantafrica.com**