

STANDARD TERMS AND CONDITIONS OF BUSINESS

Roof of Africa Tours (Pty) Ltd. shall not be liable for any loss, damage or expense of any nature whatsoever suffered by the client of any traveller or delegate arising from:

- the cancellation or curtailment of any tour, accommodation or conference
- the loss or any damage to any property
- sickness, quarantine, weather conditions, war, strikes, riots and/or any other cause of any nature whatsoever, however caused and whether as a result of Roof of Africa Tours (Pty) Ltd. negligence or otherwise

No refund or credit will be granted for travellers that:

- fail to join a tour, OR
- join the tour after departure date, OR
- leave the tour prior to completion date

No refund or credit will be granted for delegates that:

- fail to join a conference – including events, symposiums, workshops, conventions, launches, exhibitions or functions
- participate at the conference for fewer days than confirmed on the reservation

No refund or credit will be granted for travellers that:

- fail to arrive at the hotel/s or accommodation establishment/s
- arrive at the hotel 1 day or more later
- leave the hotel or accommodation establishment 1 or more days early

Roof of Africa Tours (Pty) Ltd. accepts no liability for the death of, or injury to, loss and/or damage to, any person and/or property arising out of any act or omission of Roof of Africa Tours (Pty) Ltd., the supplier any staff or agent of Roof of Africa Tours (Pty) Ltd. or a supplier, whether as a result of negligence or otherwise. The client and the traveller/delegate shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which the client and the traveller/delegate may be entitled under the provisions of the law of the Republic of South Africa for any loss or damage to person and/or property.

Should sickness or accident interrupt a tour or conference, or accommodation, Roof of Africa Tours (Pty) Ltd. shall not be liable for any:

- loss, damage or expense arising there from, whether as a result of Roof of Africa Tours (Pty) Ltd. negligence or otherwise, and
- refund, either total or partial, of money paid. Roof of Africa Tours (Pty) Ltd. recommend that the client advises travellers/delegates to take out the necessary insurance to protect against any such eventuality.

Travellers/delegates may not carry any unlawful firearms, articles or substances whilst travelling with Roof of Africa Tours (Pty) Ltd., whether on a tour or a transfer, participating in a conference, or staying at a hotel or accommodation establishment. Should any traveller/delegate contravene the aforesaid prohibitions, Roof of Africa Tours (Pty) Ltd. will be entitled to immediately exclude the offender from the tour/conference/accommodation and such traveller/delegate will be responsible for his or her own repatriation and all costs associated therewith. Roof of Africa Tours (Pty) Ltd. will under no circumstance assist any such offender in any dealings or negotiations with any authority.

Travellers/delegates shall be solely responsible for complying with the formalities required by police, customs, health and all other authorities at the point of departure, at the destination and whilst in transit. Whilst Roof of Africa Tours (Pty) Ltd. will endeavour to provide the client, prior to departure, with the latest information concerning such regulations and restrictions. Roof of Africa Tours (Pty) Ltd. shall not be responsible and does not accept any liability for any inaccuracies or omissions in this regard.

Roof of Africa Tours (Pty) Ltd. reserves the right to decline to accept or retain any traveller/delegate as a member of any group, conference, or on any tour or transfer at any time as the result of the non-payment of any amount due by the client in respect of such traveller/delegate or if such traveller/delegate interferes with any other member of any group and/or causes any disturbance or nuisance.

Should Roof of Africa Tours (Pty) Ltd. appoint a tour leader or tourist guide in respect of any tour or transfer, the traveller/delegate must accept all reasonable instructions of such tour leader or tourist guide.

All information contained in Roof of Africa Tours (Pty) Ltd. brochures/CD-Roms/web sites/itineraries and price inserts are to the best of Roof of Africa Tours (Pty) Ltd. knowledge and belief, true and correct, but Roof of Africa Tours (Pty) Ltd. accepts no liability for any inaccuracies contained therein.

Roof of Africa Tours (Pty) Ltd. shall not be held responsible for any errors in printed matter, brochures, CD-ROMs or websites representing:

- hotels, lodges, guest houses, bed & breakfasts and any other accommodation establishments
- conference, function, convention and any other meeting venues
- day tours, overland tours, special interest tours, scheduled tours, spouse programmes, incentive tours or any other tours.

All travel arrangements such as reservation of hotel/lodge/guest house accommodation, flight bookings, tour reservations, conference/function venue reservations, reservation of motor transport and the like, made by Roof of Africa Tours (Pty) Ltd. are subject to the booking conditions and cancellation provisions of the supplier thereof.

Roof of Africa Tours (Pty) Ltd. reserves the right to alter or substitute routes, tours, accommodation, conference/function venues, refreshments, meals, itineraries, services, vehicles and/or arrangement should conditions necessitate. Roof of Africa Tours (Pty) Ltd. will offer substitutes of equal value and will inform the client of any known changes before departure.

Airlines

Cancellation and refunds:

- In the event of cancellation or failure for any reason whatsoever to use confirmed space, as ticketed, a minimum of 25% (twenty five percent) of the applicable airfare will be forfeited. A change of reservation will attract a penalty. Extension of ticket validity is not permitted, save when a passenger is hospitalized due to severe illness or in the event of death of a member of the passenger's immediate family.

Booking conditions and responsibilities:

- All airfare reservations are arranged subject to the conditions imposed by the respective airline
- It is the responsibility of the client to ensure that the traveller/delegate has at the very least one 'empty' page in their passport. Should this be ignored, the traveller/delegate will be sent back to their country of origin upon arrival at ORTIA, without permission to enter the country.

It is strongly recommended that all clients take out comprehensive travel insurance including full medical cover, as well as cancellation and curtailment cover.

Luggage must be clearly marked. One standard set of luggage, comprising one suitcase and one overnight bag per person is allowed.

If in the opinion of Roof of Africa Tours (Pty) Ltd. the fulfilment of any tour, incentive or conference, or accommodation is considered impossible, illegal, or if in Roof of Africa Tours (Pty) Ltd. opinion inadvisable because of weather conditions, avalanches, volcanic activity, strikes, war, government interference and/or any other cause not arising from Roof of Africa Tours (Pty) Ltd. negligence, Roof of Africa Tours (Pty) Ltd. may at any time cancel such a tour, incentive or conference, or accommodation, or what remains of it or make alterations in the route, accommodation, price and/or any other aspect thereof as it thinks fit, and any losses and expenses resulting from such cancellation or alteration shall be borne by the client.

In accordance with South African law and International practice, smoking is prohibited on vehicles at all times. The tourist guide or the driver will ensure that sufficient comfort stops are made to enable travellers to smoke outside.

Roof of Africa Tours (Pty) Ltd. reserve the right to use smaller vehicles on its scheduled tours, day tours, overland tours or transfers should the number of passengers participating reduce sufficiently to warrant this.

Roof of Africa Tours (Pty) Ltd. reserve the right to utilize the services of sub-contractors for tour, conference, transport, accommodation and travel services.

Accommodation is as specified in the tour itinerary, brochure or website. The use of specific accommodation is subject to availability. Roof of Africa Tours (Pty) Ltd. reserve the right to make use of alternative accommodation.

Roof of Africa Tours (Pty) Ltd. has no direct day to day control over its suppliers. Accordingly Roof of Africa Tours (Pty) Ltd. accepts no responsibility for any injury, damage, loss, accident, delay, irregularity and/or inconvenience which may be occasioned by any defect in any object (including a vehicle) utilized by any supplier for the supply of any service or by an act or omission of any supplier or its servants or agents.

Roof of Africa Tours (Pty) Ltd. cannot be held responsible for errors caused by hotels/lodges/guest houses or any accommodation establishment in double booking/over booking rooms. The onus is on accommodation establishments to ensure that reservations that are confirmed in writing to Roof of Africa Tours (Pty) Ltd., or for which the accommodation establishment has received a deposit or full pre payment for services are honoured. Any inconveniences caused to the traveller or delegate must be compensated for by the accommodation establishment in error.

Prices are subject to change without prior notice. Prices are also subject to adjustment in the event of changes in government imposed taxes, fuel prices, air fares, hotel charges, tourism levies and/or the introduction of national, regional or local taxes or levies of whatever nature.

Quotations are valid only to the expiry date stated on the quotation and are subject to adjustment if the services quoted for are not available at the time of booking. Quotations are based on itineraries and requirements specified by the customer. Upon acceptance of the quotation, any changes requested by the customer which incur additional costs will be charged to the customer. Acceptance of the quotation will be regarded as acceptance of Roof of Africa Tours (Pty) Ltd. Terms and Conditions of Business.

Payment shall be made in all instances (by account holders and non-account holders) in the currency in which the quotation was accepted or in which the invoice is made out. All payments shall be made to Roof of Africa Tours (Pty) Ltd. free of deductions or set off of any nature whatsoever, at such place and in such manner as Roof of Africa Tours (Pty) Ltd. may authorize from time to time in writing. Bank charges are the responsibility of the transferor.

Should any amount not be paid on due date, then the client shall be liable to pay Roof of Africa Tours (Pty) Ltd. interest on all such amounts calculated from the due date until payment at the prime bank overdraft rate.

Payment in approved foreign currency will be accepted at the rate of exchange applied by the bankers of Roof of Africa Tours (Pty) Ltd. at the time of receipt of payment. Any shortfall resulting from exchange rate fluctuations will be for the account of the passenger.

If the client makes a booking on behalf of any party, the client warrants to Roof of Africa Tours (Pty) Ltd. that the client is authorized by such traveller/delegate to make reservations on behalf of such traveller/delegate and is acting as such traveller's/delegate's agent and in so doing, binds such party to these conditions. Upon the reservation being accepted and confirmed by Roof of Africa Tours (Pty) Ltd., the client warrants that the traveller/delegate has been informed of and is bound by the terms and conditions set out herein. The client indemnifies and holds Roof of Africa Tours (Pty) Ltd. harmless against all claims for damage, loss and injury which any traveller/delegate may claim against Roof of Africa Tours (Pty) Ltd. if such claim is excluded in terms hereof.

Provisional reservations held by Roof of Africa Tours (Pty) Ltd. on behalf of the client/traveller or delegate will be released if no confirmation in writing has been received by the client/traveller/delegate by the "confirm by date", or if no deposit has been received.

When requested by Roof of Africa Tours (Pty) Ltd., the client/traveller/delegate shall pay a deposit to Roof of Africa Tours (Pty) Ltd. to secure certain services.

The standard deposit requirements as a percentage of the total booking value are as follows:

*	13 months and over prior to travel	1%
*	12 months prior to travel	5%
*	8 months prior to travel	10%
*	6 months prior to travel	30%
*	3 months prior to travel	50%
*	1 month prior to travel	100%

Roof of Africa Tours (Pty) Ltd. reserves the right to change the standard deposit requirements, to be recorded in writing, on a separate contract between the client and Roof of Africa Tours (Pty) Ltd. and to be agreed upon and signed by both parties. The percentage deposit required of the total booking value will be determined according to the specific services required and the number of years, months or days prior to travel.

All cancellations must be made in writing to Roof of Africa Tours (Pty) Ltd.. Roof of Africa Tours (Pty) Ltd. will reply back in writing to the client/traveller/delegate that the reservation has been cancelled.

Should a reservation be cancelled by the client, traveller or delegate, cancellations fees will be due and payable as a percentage of the total booking value.

The standard cancellation fees as a percentage of the total booking value are as follows:

*	6-12 months prior to travel date	1%
*	3 months or more prior to travel date	5%
*	30 days prior to travel date	10%
*	21-29 days prior to travel date	25%
*	14-20 days prior to travel date	50%
*	7-13 days prior to travel date	75%
*	less than 7 days prior to travel date	100%

Roof of Africa Tours (Pty) Ltd. reserve the right to change the standard cancellation fees according to the client's specific reservation, to be recorded in writing on a separate contract between the client and Roof of Africa Tours (Pty) Ltd., and to be agreed upon and signed by both parties. The percentage cancellation fee will be assessed according to the terms and conditions for cancellation.

In all matters where it is or may be necessary to have recourse to the court, the court of the Republic of South Africa shall have sole jurisdiction to the exclusion of the courts of any other country and the prevailing law of the Republic of South Africa shall prevail.

Roof of Africa Tours (Pty) Ltd. shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by in writing. No representation, term, warranty or condition express or implied shall be considered to be or to have been made or agreed or implied by reference to any other writing, advertisement or conversation.

No indulgence which Roof of Africa Tours (Pty) Ltd. may grant to any party shall constitute a waiver of any of the rights of Roof of Africa Tours (Pty) Ltd. who shall not thereby be precluded from exercising any rights against the client and/or the traveller and/or the delegate which may have arisen in the past or which might arise in the future.

No addition to, variation, or agreed cancellation of these conditions shall be of any force or effect unless in writing and signed by or on behalf of any cc member of Roof of Africa Tours (Pty) Ltd..

Entered into and between Roof of Africa Tours (Pty) Ltd. and THE CLIENT

..... (Full company name)

Thus signed at: on this day of

The month of the year

.....
Signature

.....
Signature

.....
FULL NAME AND SURNAME on
behalf of Roof of Africa Tours (Pty) Ltd.

.....
FULL NAME AND SURNAME on behalf
of the client