



Touch Nature Safaris (PTY) Ltd Standard Terms & Conditions

Touch Nature Safaris (PTY) Ltd (TNS) for the purposes of this agreement shall be Touch Nature Safaris (PTY) Ltd respectively, as detailed on your final invoice. Touch Nature Safaris (PTY) Ltd ("TNS") being a luxury safari travel agency in Cape Town, South Africa.

These Terms & Conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with the respective invoicing company ("we", "us", "our") as detailed above. Please read them carefully as they set out the Parties respective rights and obligations.

In these Terms & Conditions, references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of and has the authority to represent all persons detailed in the itinerary that:

1.1. he/she has read these Standard

Terms & Conditions, understands them, and agrees to be bound by them.

1.2. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorized, on behalf of all persons named on the booking, to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions, disabilities, and dietary requirements).

1.3. he/she is over 18 years of age and were placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

1.4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed in the itinerary.

2. General

2.1. Final itineraries will reflect the following where applicable:

2.1.1. Accommodation.

2.1.2. Meals and/or beverages included, where and if applicable.

2.1.3. Travel, which includes road, water, or air transfers.

2.1.4. Laundry (limited).

2.1.5. Activities.

2.2. What is not Included:

Any items and matters not referred to in your itinerary are not included in the invoiced price. This can include, but is not limited to:

2.2.1. Visa fees.

2.2.2. International and/or regional flights.

2.2.3. Travel insurance.

2.2.4. Items of a personal nature.

2.2.5. Staff gratuities (paid to a staff representative directly in cash only).

2.3. Itineraries may be subject to change at any time due to unforeseen circumstances beyond the control of TNS. This includes travel, accommodation and/or activities. TNS endeavours to minimize changes to any booking.

2.4. TNS reserves the right to make alterations to or withdraw any service deemed necessary, and to pass onto the guest any additional expenditure or losses caused by delays or events beyond the control of TNS. In the event of such unforeseen circumstances, TNS reserves the right to adjust the cost of the itinerary as necessary.

2.5. A Commitment Fee of 20% of the total booking value is required in order to confirm your booking. This fee is not refundable as it covers the services in planning, coordinating and managing your booking.

2.6. TNS is not responsible for any delays, cancellations, or disruptions on international or domestic flights booked by the Guests or their travel agents prior to the TNS itinerary. This includes the inability to satisfy the immigration or customs requirements on arrival. In the event such delays, cancellations or disruptions impact the original scheduling of the TNS booking, any additional incurred costs or losses incurred by TNS as a result of such



delay, cancellation or disruption will be charged to the guest. The Guests are ultimately responsible to ensure connecting travel arrangements prior to starting the safari with TNS have been communicated to TNS accurately and timeously in order to avoid unnecessary inconvenience and additional costs.

travel on a Provisional status for a maximum of 14 days, after which TNS reserves the right to release the space.

7 days of acceptance in order to confirm the itinerary.

the original invoice and must be paid to TNS no later than 60 days prior to the date of travel.

27. Guests will be covered by TNS's medical emergency evacuation insurance cover. In the event it is deemed necessary for a Guest to be evacuated, it shall be the Guests' responsibility to ensure sufficient medical and travel insurance is available to cover in-hospital medical expenses and costs after being admitted to hospital. The decision to evacuate a guest remains the sole discretion of the responding medical team appointed by our insurer. Travel and medical costs requested and/or arranged by the guest but not approved by our insurer remain the sole responsibility of the guest.

3.1.2. If the quoted itinerary is accepted a Commitment Fee, being 20% of the total itinerary value, must be paid within 14 days of acceptance date by the Client, notwithstanding Section 5 Final Payment.

3.2.3. An itinerary is not confirmed until 100% of the itinerary value is paid. It is only upon receipt by TNS of this payment that the itinerary status is changed from provisional to confirmed.

4.2. If the booking is made less than 60 days prior to travel, 100% payment is due before the booking will be confirmed.

3.1.3. An Itinerary is not confirmed until a Commitment Fee is paid. It is only upon payment of the Commitment Fee that the itinerary status is changed from provisional to confirmed.

3.2.4. Should full payment not be made within 7 days the provisional itinerary will expire and be released back into the system.

4.3. No Guest/s may travel unless full payment is reflected on TNS's bank statement.

3.1.4. Should the Commitment Fee not be paid to TNS within the 14 days the itinerary will expire and be released back into the system.

3.3. No obligation exists between the Guest and TNS until such time as receipt by TNS of the payment as detailed in 4.1 or 4.2.

4.4. Should payment not be received within the timeframe set out in 4.1, TNS reserves the right to cancel the booking and take such action as may be deemed necessary to recover the full amount owing to TNS.

3. Reservation Process

3.2. Quoted itineraries LESS than 60 days before date of travel

3.4. A binding contract will come into existence between the Guest and TNS upon:

4.5. Any bank charges, payment fees or card fees incurred by the Guest in making any payment to TNS are for the Guests account.

3.1. Quoted itineraries MORE than 60 days before date of travel.

3.2.1. We will endeavour to hold quoted itineraries supplied LESS than 60 days before date of travel on a provisional basis for a maximum of 7 days, after which we will release the space.

3.4.1. Payment as required, having been received by TNS within the stipulated period;

4.6. While we do accept major credit cards including Visa, Mastercard and/or American Express, you must provide to us a signed charge authorization agreement or click authorization for every transaction for your trip. Your authorization is a binding agreement for us to charge your card and as such you waive any right to chargeback in the case of cancellation for any cause whatever, including a Force Majeure event, as

3.1.1. We will endeavour to hold offered/quoted itineraries supplied 60 days or more before date of

3.2.2. Once the quoted itinerary is accepted the Guest must pay 100% of the itinerary value within

3.4.2. Acceptance by the Guest of TNS's Standard Terms and Conditions;

3.4.3. Receipt by TNS of Indemnity Forms for all Guests included in the itinerary

4. Final payment

4.1. The final payment due is stated on



defined herein, and agree to refund policies and procedures as outlined in these Terms and Conditions. Should you institute a chargeback in violation of this paragraph we will be entitled to costs and fees associated with defending the dispute, including legal fees.

conditions and any amendments to the Standard Terms & Conditions as communicated by TNS.

requirements for countries into which travel is planned.

6.2. Promptly supply the Guest with brochures, information and marketing material at TNS's disposal to assist the Guest in making informed decisions.

5. Guest Responsibilities

The Guest shall;

5.3. Promptly comply with any lawful and reasonable instruction given by TNS and their designated representatives.

5.8. Comply with the required baggage restrictions when the itinerary includes flight transfers (details supplied on request).

6.3. Provide information on all accommodation, transfers and activities specified in the itinerary.

5.4. Promptly communicate with TNS any requests regarding amendments, changes, or cancellations to itineraries in writing by e-mail.

5.9. Acknowledge that your travel may take you into isolated remote areas and in close proximity with wildlife by signing the required waiver and indemnity forms provided by TNS.

6.4. Make every effort to secure guests' preferences and special requests, noting that these cannot always be secured or guaranteed.

5.1. Complete the Client Personal Booking Forms including detailing:

5.5. Ensure you take out full comprehensive medical and travel insurance, for the countries being visited. TNS strongly recommends cover which includes pre-existing medical conditions, cancellation charges, medical expenses, and repatriation in the event of accident or illness.

5.10. Behave in a way that is considerate of other guests and your shared enjoyment of the travel experience.

6.5. Be entitled to change travel arrangements including flights, accommodation, and activities due to unforeseen circumstances after the itinerary has been issued. Should this occur TNS will promptly notify the Guest of the changes to the itinerary. TNS shall endeavour not to unnecessarily inconvenience the Guest.

5.11. Guests' passport nationalities (required by certain national park authorities).

5.12. Each Guest's weight (where they have booked light aircraft transfer services).

5.11. Safe keeping of baggage and personal effects shall at all times remain the sole responsibility of the Guest.

5.13. Specific dietary requirements.

5.12. At all times be solely responsible for ensuring that all payments due to TNS are received timeously by TNS in accordance with the terms and conditions.

5.14. Confirmation of travel insurance that has been obtained for all Guests.

5.6. Ensure you have the necessary documentation to satisfy immigration, customs and port health authorities for all countries being visited. This should include passport (with 3 full sufficient pages and validity), visa, and proof of any required vaccinations.

6. TNS Responsibilities

TNS shall;

6.6. NOT be responsible for any losses/costs incurred by the Guest resulting from inadequate, insufficient, or incomplete medical and travel insurance cover.

5.15. Any pre-existing medical conditions which you feel TNS should be made aware of.

5.16. Any other special needs for consideration by TNS. TNS will inform the Guest if such special needs can be met.

5.7. Seek medical advice from your personal doctor regarding prophylaxis and vaccination

6.1. Undertake the responsibility of planning and arranging itineraries, providing quotations, making reservations, and invoicing.

6.7. Provide prompt appropriate assistance if, whilst during the itinerary, you find yourself in difficulty for any reason. In particular, TNS will provide you with appropriate

5.2. Agree that it is your responsibility to be familiar with these terms and



information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance, which is not as a result of any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

6.8. Reserve the right, from time to time, to amend these Standard Terms and Conditions and/or any other special terms by notifying you in writing.

6.9. TNS shall not be held responsible for any damages caused to Guest clothing in using our third-party supplier limited laundry service in camps.

6.10. TNS is acting as facilitator and not as principal in relation to booking with third party suppliers such as accommodation or activities, and your contract is directly with such supplier – whilst we will seek to resolve issues between you and the

third party, TNS is not responsible for the delivery of their service or any failure of such third-party supplier, including a failure to deliver such service caused by the insolvency of such supplier.

7. Changes, amendments, or variations to the booking

7.1. If you wish to change any part of your confirmed itinerary, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Date changes might result in additional costs depending on availability and time of the year. You should be aware that these costs could increase the closer to the departure date and you should contact us as soon as possible. Where TNS is unable to assist you and you do not wish to proceed with the original confirmed itinerary, we will treat this as a cancellation by you. A cancellation fee in accordance with section 8 will be applicable.

7.2. Where changes requested by the Guest to the original confirmed itinerary can be accommodated by TNS and the revised itinerary value is

lower than the original confirmed itinerary value, the difference shall be refunded back to the Guest only if the changes are agreed more than 61 days before travel date per the original confirmed itinerary.

7.3. Changes to third party bookings are subject to the third party's terms and conditions and might result in additional costs being incurred.

7.4. **Important Note:** Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the itinerary.

8. Cancellation Policy

8.1. The cancellation terms below relate strictly to services with TNS. Any third-party supplier booked through TNS will have their own cancellation terms and conditions, a copy of which will be provided to the Guest on request.

8.2. Cancellation more than 91 days prior to arrival: No Charge. Between 90 & 46 days prior to arrival will result in forfeiture of the 20% Commitment fee paid to confirm the itinerary.

8.3. Cancellation of a booking between

45 & 29 days prior to arrival will incur a 50% Cancellation Fee based on the total value of the itinerary (the 50% cancellation fee includes the 20% Commitment Fee paid on acceptance).

8.4. Cancellation of a booking within 28 days prior to arrival will incur 100% Cancellation Fee based on the total value of the itinerary (the 100% cancellation fee includes the 20% Commitment Fee paid on acceptance).

8.5. Refunds will not be made for any activities or travel included in the confirmed itinerary which are prevented from occurring due to events outside TNS's control or not undertaken at the Guest's discretion.

9. Force Majeure

9.1. Except where otherwise expressly stated in these Terms & Conditions if either party is prevented or restricted from carrying out all or any of its obligations for any cause beyond the reasonable control of that party (TNS or Guest), the affected party shall be relieved of its obligations during the period of that event.

9.2. TNS will not be liable to pay the Guest any compensation or refunds



if our contractual obligations to you are affected by "Force Majeure".

9.3. For the purposes of these Terms & Conditions, Force Majeure means any event beyond our, our supplier's or the Guest/s control, actual or threatened, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, pandemics or epidemics (excluding Covid-19, see section 9.4), or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, airport or lock closure, natural or nuclear disaster, fire, chemical or biological disaster, changes of schedules or operational decisions of air carriers, unavoidable technical problems with transport and all similar events outside our or the respective supplier(s) control.

9.4. The only Force Majeure exception relates to the current Covid-19

related travel restrictions (See TNS's Covid-19 Terms and Conditions). This Force-Majeure exception will only apply while Covid-19 travel restrictions exist.

10. Disabilities and Medical Problems

10.1. We are not adequately equipped to deal with Guests requiring special needs, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate.

10.2. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

11. Complaints

11.1. We make every effort to ensure that

your arrangements run smoothly but if you do have a problem during your trip, please immediately inform the relevant supplier's most senior person available (i.e., the camp manager) who will endeavour to put things right.

11.2. If your complaint is not adequately resolved, please contact the TNS travel specialist/s responsible for your itinerary.

11.3. If the problem cannot be resolved and you remain unsatisfied with the way your complaint has been handled, you must send formal written notice by email detailing your complaint to us within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint and may affect your rights under this contract.

12. Jurisdiction and governing law

12.1. The Parties unconditionally consent to the relevant court(s) within the Applicable Jurisdiction having the

authority to preside over any matter(s) / dispute(s) arising from this agreement.

12.2. The terms and conditions of this agreement shall be governed by and shall be construed in accordance with the Laws of the Applicable Jurisdiction.

13. Definitions

Definitions for the purposes of this agreement, unless the context requires otherwise shall be as follows:

13.1. "Accommodation" means collectively any accommodation reserved by TNS at any of the TNS partner camps, hotels or any third-party property.

13.2. "TNS" means Touch Nature Safaris (PTY) Ltd.

13.3. "Activities" means any recreational pursuit reserved by TNS and shall include, without limitation sight-seeing excursions, sporting and adventure activities, community and conservation interaction provided by TNS or any third-party service provider.

13.4. "Touch Nature Safaris (PTY) Ltd" is a company registered in Cape town,



South Africa under company number 2023/516469/07 whose registered office is at Tamboerskloof, 28 Leeuwenvoet Road, Cape town, Western Cape 8001.

either of them as the context may require.

13.5. "Applicable Jurisdiction" shall mean the country of domicile in which the relevant TNS entity, responsible for the processing, administration, and invoicing of the itinerary, is registered and incorporated.

13.12. "Reservation" means a reservation made by the Guest on behalf of the Guest and confirmed by TNS in writing.

13.6. "Applicable Laws" means the Laws of the Applicable Jurisdiction.

13.13. "Travel" means any transport reserved by TNS, including but not limited to road, water and air travel provided by TNS or any other 3rd party service provider.

13.7. "Booking(s)" means the initiation, processing, amendment and/or finalisation of any itinerary and shall include provisional bookings.

13.14. "You" / "Your" means the Guest/Traveller.

14. How to contact us.

Our mailing address;

13.8. "Day" means a normal calendar day, including Saturday, Sundays, and any public holidays.

c/o Ndaba Ndlovu
Schwabistalstrasse 27
CH-5037, Muhen
Switzerland

13.9. "Guest/s" means the end user of services rendered by either TNS or a third party during the itinerary.

Tel. +41 79 260 99 99
Email: info@touchnaturesafaris.com
Web:
<https://touchnaturesafaris.com/>

13.10. "Laws" means all legislation, statutes, regulations (as amended, replaced, or re-enacted from time to time) which may be applicable in the Applicable Jurisdiction.

Updated: 1st July 2023

13.11. "Parties" means collectively TNS and the Guest(s) and "Party" means