

In this document: "we/us/our" refers to African Tapestry cc, its employees, its representatives; "client" refers to the person requesting a quotation/reservation and responsible for payment to us; "traveller" is used collectively to refer to the person or persons to whom the services indicated on the itinerary will be rendered.

African Tapestry cc is a travel specialist offering a central reservation point for travel and related services as rendered by a wide and comprehensive range of service providers. All reservations made through the intermediary of African Tapestry cc and/or all services rendered by or on behalf of African Tapestry cc are subject to these present terms and conditions. These are the complete and exhaustive terms and conditions which govern the relationship between African Tapestry cc and its client and/or the traveller. The client requesting a quotation or reservation is deemed to have read and accepted these present terms and conditions and warrants that he/she has the authority to do so on behalf of all the travellers covered by that quotation/reservation.

Pricing: Our itinerary price covers all the combined services as noted on the itinerary and although we do not make the details of the individual price elements available, the client is assured that he/she benefits from our preferential prices established on the basis of reduced rates that we negotiate with the various service providers. Prices quoted are strictly subject to the availability of the services quoted on at the time of receiving a firm reservation request. We do not guarantee availability until we have received the requested deposit payment. Our prices are only valid for the specific dates indicated and for the number of people travelling together and sharing rooms as indicated. Prices quoted are not guaranteed until payment has been received in full and until such time are subject to change without prior notice should there be any unforeseen increases in accommodation charges, transport rates, air fares, levies & taxes, fuel prices, Sales Tax or VAT, entrance fees at parks & tourist sites, conservation levies, tourism levies or any other industry related increases beyond our control. All such increases shall be incorporated into our itinerary price and therefore passed on to the client. Although we will endeavour to inform the client immediately of any such price changes, we cannot be held responsible if a service provider increases a price without prior notification to us. Until we have received payment in full, we reserve the right to amend our itinerary prices in line with currency fluctuations (USD, ZAR, GBP). Unless indicated differently in the quotation, our prices exclude international flights to/from Africa; airport taxes & landing fees etc; all travel insurance; fees for visas, passports & vaccination certificates; entrance fees at tourist sites; game reserve entrance fees & conservation levies; massages and beauty/wellness treatments; all beverages also bottled water, mini-bar; laundry; money for porters & luggage handling; gratuities & tips; telephone calls, faxes & internet connections; cigars & cigarettes; room-service; baby-sitting/child minders; shop purchases; all other expenses of a personal nature; and anything not specifically mentioned as included. Accommodation prices are strictly subject to availability of the rooms quoted on and are also subject to the Negotiated Rates Allocation not being full. Accommodation prices are either given per person (sharing or single) or per room and include current government taxes/tourism levies and the meal plan as indicated but exclude all transfers & transport arrangements - these are quoted for separately. Rates for children where applicable are based on their age at the time of travel and proof of their age may be required on check-in.

Meals & Activities: When breakfast is included in the meal plan, it is only included when taken in the designated restaurant. Breakfasts taken in any other restaurant, and room-service breakfasts, are excluded and will be charged to the room account. Unless indicated differently in the quotation, breakfast and lunch are never included on the first day of arrival into Africa, and lunch & dinner are never included on the last day of departure from Africa. Fully inclusive game lodge/camp packages include only standard shared game-viewing activities accompanied by an English-speaking ranger/guide but private & additional activities can sometimes be prebooked at additional cost. Standard meal plans and standard activities as indicated are an integral part of accommodation pricing, and unused portions are not refundable.

Rooms: Rooms at most accommodation establishments are only ready for check-in from 14h00 onwards, and have to be vacated by no later than 10h00. Travellers should verify check-in/ check-out times on arrival. Arrangements for a guaranteed early check-in or late check-out have to be made in advance, and a supplement will apply. Rooms are allocated on the day of arrival, within the room type booked. Specific rooms can be requested, but cannot be guaranteed.

Reservation Form: If the client accepts our quotation, we will send him/her a Reservation Form which has to be completed so that we can proceed to confirm the reservation.

Method of Payment: All transaction fees incurred when making payment to us are for the client's account. We need to receive the full amount indicated on our invoice. In the case where we have to return money to the client following a refundable cancellation, all transaction charges will be for the client's account. **We do not accept cheques.** Payment has to be made in the currency indicated in the quotation and/or on the invoice. The prices for services reserved in South Africa, Namibia, Swaziland and Lesotho are fixed in South African Rand (ZAR) and are payable in ZAR directly by electronic transfer (wire/telegraphic transfer/SWIFT payment bank-to-bank when paying from abroad) into our ZAR bank account (details of which will be supplied on our invoice). For ZAR payments we may also accept MasterCard & Visa credit card payments on an online 3D secure site, if arranged in advance and solely at our discretion. Should the client indicate that he/she prefers to pay in foreign currency (only USD /EUR /GBP are accepted) for services which had been quoted in ZAR, we will calculate the equivalent amount in foreign currency at an internal rate of exchange which will protect us against currency fluctuations and which will be valid for a maximum of 48 hours by which time we must have received the money into our account. The price for services reserved in Botswana, Zimbabwe, Zambia, Mozambique and Malawi is usually fixed in American Dollar (USD) and is payable in USD when settling from abroad. All USD payments must be made electronically (wire/telegraphic transfer/SWIFT payment bank-to-bank) into our USD bank account (details of which will be supplied on our invoice). Alternatively, should the client indicate that he/she wishes to pay for services reserved in these countries by credit card, we will then calculate the equivalent amount in ZAR at an internal rate of exchange which will protect us against currency fluctuations and which will be valid for a maximum of 48 hours by which time we must have received the money into our account. In this case we will accept MasterCard or Visa credit card payments on an online 3D secure site. In all cases of card payment, we can only accept MasterCard & Visa and payment can only be

processed in ZAR on our side. The amount of own currency charged to the client's credit card account will depend on the ZAR foreign exchange rate on the day that the payment is processed by the banks. In all cases the decision to accept card payments is solely at our own discretion and furthermore we may decide to limit the amount that we will accept by card payment.

Group Bookings: The policies regarding deposits, payment schedules, amendments and cancellations indicated in this document only apply to reservations for individual travelling (usually less than 5 rooms). The policies relevant to groups will be indicated in the specific group quotation.

Deposits and Payments: Unless indicated differently in our quotation (e.g. in the case of high season bookings or bookings for certain exclusive accommodation establishments) we require a 25% deposit in order to confirm the reservation and the outstanding amount has to reach us no later than 45 days prior to the arrival date in Africa. It is the responsibility of the client to send us immediate written proof (including the SWIFT code of the transaction if paying electronically from abroad) each time that payment is made, so as to ensure that we correctly allocate the money received. Failure to adhere to the due dates indicated for payment will result in the cancellation of the reservation without notice and cancellation charges as set out below will be applied. For a reservation made within 60 days prior to the arrival date in Africa, and/or for a reservation where the total amount due to us for all services combined amounts to less than ZAR 10 000, a full once-off payment is due on confirmation of the reservation. For a last minute reservation 30 days and less prior to the arrival date in Africa, we reserve the right to ask the client at our discretion, over and above the total cost of the reservation, also a late booking fee of ZAR 150 to cover our telephone expenses. For a reservation where the total amount due to us for all services combined amounts to less than ZAR 10000, we reserve the right to ask the client at our discretion, over and above the total cost of the reservation, also an administration fee of ZAR 500. Note that if our quotation includes the price of a scheduled flight, full prepayment of the air ticket (as opposed to deposit payment followed by payment of balance) is required at the time of reservation in order for us to proceed to book the seat of the traveller on the plane.

Amendments & Cancellation by the Client: All requests from the client for an amendment/cancellation of a confirmed reservation must be received in writing (fax or e-mail) and must include a request for acknowledgment of receipt. It is the responsibility of the client to verify that we receive the amendment/cancellation request. Such request will only be effective once it has been received by us during our local office hours (which exclude weekends). Over and above any cancellation fees that may apply, we reserve the right to charge the client at our discretion an amendment fee of ZAR200 per amendment request received. A request to increase the number of travellers or to extend the itinerary to include additional services will not incur this fee but will be strictly subject to availability of the additional services requested. Any change in dates, any request for postponement and/or any other type of amendment is considered to be a cancellation followed by a new reservation request, and the cancellation policy as outlined in this document will apply. If a traveller has to interrupt or shorten the itinerary for whatever reason once the trip has started, there will be no refund for the unused portion of the itinerary. If a traveller wishes to cancel and/or modify any services locally during the trip, there will be no refund for the unused services, and any new/alternative services will be for the traveller's own account. Note that cancellation charges will also apply should the traveller fail to start or continue the trip due to airline delays or missed transport connections or for whatever other reason. The onus is on the client and/or traveller to ensure that the traveller has adequate travel insurance for this purpose. Some service providers have a more strict cancellation policy than the policy outlined below, or may apply special conditions for high season bookings. These more strict cancellation policies and/or special conditions will be communicated at the time of reservation and will override the cancellation policy outlined here below.

If the cancellation policy of a service provider is less strict than the cancellation policy outlined here below, we may, at our sole discretion, waive the cancellation policy outlined here below in favour of the cancellation policy of such service provider.

If a client cancels a reservation, the following cancellation charges will apply:

- more than 45 days before the arrival date in Africa, 25% of the total amount due to us; any amendment fees / administration fees if applicable are also non-refundable;
- from 45 to 31 days before the arrival date in Africa, 50% of the total amount due to us;
- 30 days and less before the arrival date in Africa, 100% of the total amount due to us.

Travel Insurance: Travel insurance is not included in our price and cannot be organised through us. The traveller has to take out full and comprehensive travel insurance in his/her country of permanent residence, covering him/her for all countries through which he/she will be travelling and for the full duration of his/her trip. This insurance should include cover in respect of, but not limited to, the following eventualities: cancellation or curtailment of the trip/any part of the trip; personal accident/injury or illness or death; emergency evacuation, emergency medical treatment, hospitalization and repatriation; damage/theft/loss of personal belongings, money and important documents; lost /delayed luggage; and subsequent inconvenience. We, including our representatives, employees or agents accept no liability under any circumstances and will take no responsibility for any costs or losses incurred or suffered by the traveller with regards to, but not limited to, any of the abovementioned eventualities. The traveller will be charged directly by the relevant service providers for any emergency services he/she may require, and may find him/herself in a position unable to access such services should he/she not be carrying suitable insurance cover. Note that insurance covering at least emergency evacuation, emergency medical treatment, hospitalization and repatriation is compulsory when visiting lodges/camps in wildlife areas and we will require proof of cover prior to the traveller arriving in Africa.

Visas, Passports and Vaccinations: Fees for visas, passports, vaccination certificates are not included in our rates, and these documents cannot be organised through us. The onus is entirely on the client and/or traveller to ensure that all official travel documents - including passports, visas and proof of required vaccinations - are in order prior to the departure of the traveller from his/her country of permanent residence. We may furnish information regarding the required official travel documents, but in doing so are not assuming any obligation or liability and the client and/or traveller indemnifies us against any consequences of non-compliance by the traveller. Be advised that passports must be valid for at least another 6 months past the intended return date of the traveller to his/her country of residence, and must have at least 2 consecutive blank pages (excluding endorsement pages) opposite each other for each country that will be visited. Note that visitors coming from (or who had recently visited) a yellow fever zone must have a valid international yellow fever inoculation certificate. Note that many countries within Africa are malarial and all travellers should consult their doctor/pharmacist/local travel advisory clinic before travelling and ensure that all anti-malarial precautions are taken as advised. We strongly recommend consulting the local consular section for the countries to be visited to obtain up-to-date information regarding the required official travel documents and health advisories.

Special Requests: The client must advise any special requirements (dietary, religious, medical, smoking/non-smoking etc) in writing at the time of reservation. Special requests are always subject to availability and may be subject to additional cost. Note that smoking is not allowed in closed public areas, during game-drives and inside some accommodation establishments, including bedrooms.

Self-drive Itineraries: Whilst travellers are conducting a self-drive itinerary, there are many factors beyond our control. We will therefore not accept any liability, responsibility or claim for compensation, for any incident or accident involving the traveller, his/her vehicle and/or any third party. Drivers who are hiring a vehicle must be 23 years old (or 21 years at an additional charge), must present a valid credit card in their own name for payment of extras (only Visa/MasterCard/Diners Club/American Express CREDIT cards are accepted; debit cards and cheque cards are NOT accepted), and must present their valid International driver license (obtained prior to arriving in Africa), as well as their own national unendorsed driver license that has been valid for more than 1 year. We recommend that travellers contact their local Automobile Association (or similar organisation) to apply for the necessary International license which is normally issued at a nominal fee. Where we give road directions and travelling time/distance, this is done in good faith and we will not accept responsibility for any errors. We recommend that the traveller reconfirm this information with the accommodation establishments prior to setting out.

Flights: We do not deal with international flight bookings to/from Africa but if required we can book domestic and regional flights for the traveller. Due to possible airline delays or unforeseen changes in flight schedules, we strongly recommend that more than enough time is allowed between connecting flights when making flight bookings. Unless specifically stated, our prices do not include airport taxes / landing fees / etc. In certain cases these taxes cannot be prepaid but must be paid in cash locally by the traveller. An indication of these amounts will usually be given in the quotation and/or confirmation. The onus is on the client and/or traveller to ensure that the traveller has the exact correct amounts available in hard cash (usually USD or ZAR as indicated). Where we are required to book flights for the traveller, his/her title and full names as communicated to us must match the passport detail exactly. We will not be held responsible for any direct costs, associated costs or delay in travels whatsoever as a result of incorrect names supplied by the client. For all flight reservations, the terms and conditions of the relevant airline or charter company will apply. Any additional costs incurred because of flight delays or missed/cancelled flights, whatever the reason, and whether those flights were booked by us or by the client/traveller, are to be paid by the traveller direct locally who should ensure that he/she has adequate travel insurance to cover such costs. The onus is on the traveller to reconfirm his/her international/regional flight schedules with the airline at least 72 hours prior to departure. Luggage restrictions (weight/dimensions/type) indicated in our documentation must be strictly adhered to. Arrangements for the transportation/storage of excess luggage have to be made in advance and additional costs will apply. In the case of light aircraft flights, a traveller weighing 100kg (220 lbs) or more must advise us of this at the time of reservation as an additional seat will have to be purchased. If airfare is quoted then it is based on a specific fare class available at the time of quoting and is subject to seats being available in that class at the time of receiving the client's firm booking request with deposit payment. Should that class not be available at the time of receiving the client's firm booking request with deposit payment, then the next applicable fare will be booked and the client will be responsible for paying the additional cost. Note that the price of airfares may increase right up to the time that the ticket has been paid and issued – the client will be responsible for settling all additional costs if there are such increases.

Road Transfers and Touring: Unless indicated differently in our quotation, services are for an ENGLISH speaking driver/driver-guide in an air-conditioned vehicle with fuel. Foreign language guides / specialist guides are subject to availability and a supplement will apply. An additional local community step-on tour guide is required when visiting a Township/rural African community. The intention to visit such areas should therefore be indicated at the time of making the touring reservation so that a suitable guide can be booked – a supplement will apply. Prices quoted are based on specific pick up/drop off locations. Maximum hours and maximum travelling distance indicated must be adhered to. Any additional hours or excess kilometres will be charged locally to the traveller. A surcharge may apply to transfers/touring on public holidays and/or for services late evening/early morning. The standard luggage allowance per person is one medium suitcase and one small piece of hand luggage. If the traveller will exceed this allowance, we must be informed at the time of reservation as a trailer may need to be organised – a supplement will apply. Unless indicated differently in our quotation, transfer/touring prices exclude: meals, refreshments & drinks (the traveller is kindly requested to buy lunch for the driver/guide on a full-day private tour); entrance fees (both for the traveller & vehicle), activities or any other expenses related to sightseeing; and toll road fees. These are all to be paid by the traveller locally on the day, in ZAR and in cash. A non-smoking policy applies to all tourist transport. Drinking of alcohol in the vehicle is only permitted if agreed to by the driver. Transport operators reserve the right to use a larger vehicle if the size of vehicle requested is not available on the day. Transfers are done by a driver (not a driver-guide) and this is a meet, pick-up and drop-off service only. No stopping for sightseeing will be allowed along the way unless by prior arrangement – a supplement will apply. Should the traveller require assistance with check-in at the airports/accommodation establishment or if the client/traveller prefers that the transfer be done by a driver-guide, then this can be requested when making the reservation – a supplement will apply. At our discretion, long distance transfers may be done by a driver-guide (instead of a driver) who will comment on scenic attractions along the way, and who will make photo-stops on request (if time allows).

Adventure Activities & Visits to Wildlife Areas: The operators of certain activities such as helicopter flights, jet boat excursions, hot-air balloon flights, bungi-jumping, shark-cage diving, kayaking/canoeing, horseback riding, scuba-diving etc., may require the traveller to sign an indemnity form before allowing him/her to participate in such activities. Whether an indemnity form is signed or not, we cannot be held responsible for any injury, death, loss or damage whatsoever arising from the participation in such activities, or otherwise. Benefits of travel insurance may not include injuries received when participating in certain adventure activities. The onus is on the client to refer to the traveller's personal insurance policy to check specific exclusions, before deciding to book such activities. Wildlife areas are entered at own risk. During visits to wildlife areas, the traveller may come into contact with wild animals that are potentially dangerous. Attacks are rare but no guarantee can be made that this will not occur. It is standard procedure for most game lodges & game-viewing operators to require the traveller to sign an indemnity form before allowing him/her to stay or to participate in the game-viewing activities. Whether an indemnity form is signed or not, we cannot be held responsible for any injury, death, loss or damage whatsoever arising from a visit to a wildlife area, or otherwise. Although excellent sightings of wild animals are regular in the wildlife areas included on our itineraries, these sightings can in no way be guaranteed.

Golf: Golfers must be technically competent to play on the selected golf courses and must have an official handicap which must be communicated to us at the time of the reservation. Our golf packages include green fees as indicated, but unless indicated differently in the quotation our prices do not include golf equipment, caddies, golf carts, meals or refreshments. We cannot be held liable and the client and/or traveller cannot claim any damages if a golf course on the itinerary becomes unplayable due to competitions, members-only days, maintenance, technical problems, bad weather or otherwise. In these cases we will try to reschedule the game in so far as it is possible or compensate the golfer in another way locally. In all cases the green fees are non-refundable if the round of golf is cancelled by the traveller. The dress-code of the golf courses must be respected.

Complaints: If the traveller notices any default in the execution of a service on the itinerary during the trip, the traveller must bring this there and then to the attention of the service provider, and must also immediately telephonically inform us of the issue. No complaint will be considered after the trip if we had not been afforded the opportunity to address the issue when it presented itself. If the traveller is not satisfied with the solution that is offered locally, a

written complaint requiring acknowledgement of receipt must reach us as soon as possible but no later than 30 days after the trip ended. It is the responsibility of the client/traveller to verify that we receive the complaint. We will endeavour to find a rapid and satisfactory solution to all valid complaints but note that subjective opinions of the traveller with regards to the quality of services rendered are not seen as a valid basis for a complaint and will therefore not be considered. Our response time will vary according to the duration of our own enquiry and the time it takes for the service providers concerned to respond to our questions.

Product Information: The product information that we communicate to the client in our quotations/confirmations is given in good faith and based on information that we receive from the relevant service providers, and whilst we endeavour to keep abreast of any changes or new developments, we cannot be held responsible for inaccuracies resulting from a lack of communication from the service provider or otherwise.

Conduct: The traveller will at all times comply with the service provider's requirements with regards to his/her conduct and he/she will not in any way constitute a nuisance to any other guests making use of the same shared service.

Amendments and/or Cancellation by African Tapestry and/or Third Party Service Providers: Circumstances beyond our control and/or events of Force Majeure can bring about amendments to the prices, schedules, and routes mentioned on our itineraries. We cannot be held responsible for costs related to amendments/cancellations if such amendments/cancellations are beyond our control. We and/or the relevant service provider cannot be held liable if services envisaged on the itinerary are unavailable or has to be rescheduled due to road works, maintenance, technical problems, bad weather, flight re-scheduling or delays, or for whatever other reason beyond our control. All additional expenses relating to such unavailability or rescheduling will be for the client's and/or traveller's account. In the case of bad weather, refunds for cancelled weather dependant activities are at the sole discretion of the operator of the activity, and will only be considered if the activity is cancelled by the operator, and not by the traveller. Where possible the operator will try to accommodate the traveller on an alternative date or at an alternative time, rather than to cancel the activity. The client and/or traveller cannot claim any compensation if an itinerary or part of an itinerary is cancelled, amended or badly executed, due to: an event of Force Majeure (including without limiting the generality of the a foregoing: war or threat of war, terrorist attacks, sabotage, civil disturbance or unrest, riot, insurrection, strikes, lock-outs, requisition, government intervention or hindrance of any kind, fire, accident, explosion, floods, storms and other weather conditions, sickness, quarantine, acts of God or other untoward occurrences); and/or due to the traveller's own doing; and/or due to any other event over which we and/or the relevant service provider have no direct control. Where a Force Majeure event has occurred, it shall remain in the affected service provider's sole and absolute discretion whether or not to proceed with the service as envisaged on the itinerary. If, after having made all reasonable and proper enquiries, the service provider is of the opinion that the service may proceed, and the client and/or traveller choose to cancel the service, no refund will be payable to the client and/or traveller and the normal cancellation policy of the service provider will apply. In the case of a scheduled departure where a minimum number of participants apply, if a trip is cancelled because of a lack of participants, the deposits paid by the client will be refunded, but the client and/or traveller cannot claim any further compensation. We reserve the right to alter services on confirmed itineraries should conditions (such as security issues or otherwise) necessitate this in our opinion. This will be done in consultation with the client and/or traveller and substitute services of equal value will be offered wherever possible. We may in our discretion and without liability or cost to ourselves, at any time cancel or terminate any client's reservation either prior to or during the trip. In particular and without limiting the generality of the foregoing, we will be entitled to terminate all services booked for a traveller in the event of the traveller having a contagious illness; or conducting him/herself in an illegal or improper manner; or conducting him/herself in a manner that renders him/her incompatible with either the staff of the service provider or the fellow guests of the service provider. If we terminate any services for any such reason, the traveller whose reservations are so terminated will not be entitled to any refund. We reserve the right to amend or discontinue itineraries advertised on our website and/or in our brochures at any time and without prior notice for any reason we consider desirable.

Responsibility: The services on the itinerary (transport, accommodation, activities or otherwise) are delivered by independent third party service providers who are solely responsible for the proper execution of the services, and whose terms & conditions apply. We merely act as an agent/intermediary who makes the reservations on behalf of the client. Whilst we will do our best to ensure that all anticipated services, or reasonable alternatives, are available as planned on the itinerary, we cannot be held responsible if any service becomes unavailable, or is not executed properly, due to circumstances beyond our control, or otherwise. We accept no liability for any loss, damage, injury or death which any client and/or traveller may suffer as a result of any alteration, act or omission on the part of a service provider or as a result of the failure of such service provider to fulfil its obligations, or otherwise. Any contract in use by the service provider shall constitute the sole contract between the service provider and the client and/or traveller and any recourse the client and/or traveller may have, will be solely against the service provider. All reservations are made on the express condition that African Tapestry cc, its employees and agents, shall not be held responsible for, and shall be exempt from all liability in respect of, loss, damage, accident, injury, death, delay or inconvenience to any client and/or traveller (which shall be deemed to include the heirs, executors, administrators or assigns of the client and/or traveller), their luggage, or other property, wherever, whenever and however the same may occur. The client and/or traveller indemnify and hold harmless African Tapestry cc, its employees and agents accordingly. African Tapestry cc, its employees and agents shall furthermore not be liable for any consequential loss or damages whatsoever.

Jurisdiction: Any claim or dispute which may arise between us and any client and/or traveller shall be resolved by arbitration in accordance with the laws of South Africa. In all matters where it is or may become necessary to have recourse to the court, the courts of Cape Town in the Republic of South Africa shall have sole jurisdiction and the laws of the Republic of South Africa shall prevail. The client and/or traveller will be liable for all legal fees in the event that we have to engage a lawyer to enforce any of our rights or otherwise.

Consent: Acceptance of our quotation and/or payment for the reservations or any part of the reservations constitutes acceptance of the provisions of this document by the client and by all the travellers covered by the reservation form and/or covered by that payment. 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 our duly authorised representative.