

Terms and Conditions

1 Definitions and Interpretation

- 1.1 In these Conditions: 'CLIENT' means the person whose order for the Services is accepted by Sol-Ant Travel and Tours; 'CONDITIONS' means the standard terms and conditions set out in this document; 'CONTRACT' means the contract for the provision of the Services; Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Basis of the sale

- 2.1 Sol-Ant Travel and Tours shall provide the Services to the Client in accordance with any order of the Client which is accepted in Writing by Sol-Ant Travel and Tours and confirmed in Writing by the Client, subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Client and Sol-Ant Travel and Tours.
- 2.3 Sol-Ant Travel and Tours' employees or agents are not authorised to make any representations concerning the Services unless confirmed by Sol-Ant Travel and Tours in Writing. In entering into the Contract the Client acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Sol-Ant Travel and Tours shall be subject to correction without any liability on the part of Sol-Ant Travel and Tours.

3 Charge for the Services

- 3.1 The price of the Services shall be Sol-Ant Travel and Tour's price set out in the Sol-Ant Travel and Tour's written acceptance of the Clients order.
- 3.2 Unless otherwise stated the price is exclusive of any applicable value added tax, which the Client shall be additionally liable to pay to Sol-Ant Travel and Tours.
- 3.3 Prices as advertised are subject to variation. Accordingly Sol-Ant Travel and Tours reserves the right to vary the price of advertised goods. Final price shall be as indicated on the quotation received from Sol-Ant Travel and Tours.

4 Terms of payment

- 4.1 Subject to any special terms agreed in Writing between the Client and the Sol-Ant Travel and Tours, Sol-Ant Travel and Tours shall be entitled to invoice the Client for all or part of the price of the Services on or at any time after the performance of the Services or any instalment of the Services.
- 4.2 50 % Deposit payable for final booking - 14 days prior to departure.
- 4.3 Balance to be paid prior to departure.
- 4.4 The services provided and the respective responsibilities and Sol-Ant Travel & Tours quotation is subjected to the availability of vehicles - confirmation will be sent to confirm availability after acceptance of quotation.
- 4.5 Quotation is valid for only 21 (Twenty one days) and subject to statutory increases.
- 4.6 In order to secure a firm FIT RESERVATION, THE TOUR OPERATOR shall confirm each such reservation, in writing, not less than thirty days prior to THE COMMENCEMENT DATE or such later date as Sol-Ant Travel & Tours may agree to, in writing.
- 4.7 Should a booking be cancelled 21 days prior to departure, the client will be liable for a 20 % cancellation fee
- 4.8 If the Tour Operator, Organisation or person wishes to cancel any reservation, shall do so, in writing, and no cancellation shall be of any effect unless and until such time as it has been acknowledged and accepted by Sol-Ant Travel & Tours, in writing, and shall always be subject to the provisions of clause 4.7.

- 4.9 All transactions will be processed in South African Rands (ZAR). We accept credit card payments via the website and on request will supply our banking details should you wish to make payment via EFT or Direct Deposit.

Company: Sol-Ant Travel & Tours CC
Bank: ABSA
Acc Type: Cheque
Account: 4058271661
Branch: Pretoria
Branch Code: 632005

- 4.10 The Client shall pay the price of the Services without any deduction within 30 days of the date of Sol-Ant Travel and Tour's invoice. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 4.11 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to Sol-Ant Travel and Tours, Sol-Ant Travel and Tours shall be entitled to:
- 4.11.1 cancel the Contract or suspend any further performance of the services;
 - 4.11.2 appropriate any payment made by the Client to such of the Services (or the Services supplied under any other contract between the Client and the Sol-Ant Travel and Tours) as Sol-Ant Travel and Tours may think fit (notwithstanding any purported appropriation by the Client); and
 - 4.11.3 charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate applicable in accordance with the provisions of the National Credit Act.

5 Warranties and Liability

- 5.1 Except in respect of death or personal injury caused by Sol-Ant Travel and Tours' negligence, Sol-Ant Travel and Tours shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Sol-Ant Travel and Tours, its employees or agents or otherwise) which arise out of or in connection with the provision of the Services to the Client, and the entire liability of Sol-Ant Travel and Tours under or in connection with the Contract shall not exceed the price of the Services, except as expressly provided in these Conditions.
- 5.2 Without prejudice to the generality of clause 5.1 of these Conditions the Client acknowledges that no guarantee of accuracy or fitness for purpose is given in respect of information provided and that Sol-Ant Travel and Tours accepts no responsibility for any loss, damage, costs or expenses incurred by the client and arising from any course of action adopted by the Client pursuant to such information.
- 5.3 Sol-Ant Travel and Tours shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Sol-Ant Travel and Tour's obligations in relation to the Services, if the delay or failure was due to any cause beyond Sol-Ant Travel and Tours' reasonable control, including, but not limited to the failure of any hardware, software or other equipment supplied by third parties other than Sol-Ant Travel and Tours.
- 5.4 The Tour Operator, Organisation and/or Passengers acknowledges and accepts that Sol-Ant Travel & Tours at all times will not be liable for any loss or damages, whether to persons, their luggage or other items in their possession, or arising as a result of the exercise by Sol-Ant Travel & Tours of any of its rights in terms hereof and irrespective of whether such loss or damage has arisen as a result of disease, ill health, adverse weather conditions or any other cause including any loss which may be occasioned by the negligence by Sol-Ant Travel & Tours or any of its personnel or agents and Organisation, Tour Operator, Organisation and/or any person hereby

indemnifies Sol-Ant Travel & Tours and absolves it from any liability in respect of any claims which may be made against Sol-Ant Travel & Tours in respect of any such loss or damage which is brought by or through any customer of the Tour Operator, agents of organisation and/or passengers

- 5.5 The Tour Operator, Organisation and passengers shall ensure that adequate insurance is taken out, including medical insurance, to cover any such loss or damages.
- 5.6 The Tour Operator, Organisation and/or Passengers acknowledges and accepts that Sol-Ant Travel & Tours will not be held liable where Sol-Ant Travel and Tours only acts as an agent on behalf of its principals and will not be liable for any loss or damages, whether to persons, their luggage or other items in their possession, or arising as a result of the exercise by Sol-Ant Travel & Tours of any of its rights in terms hereof and irrespective of whether such loss or damage has arisen as a result of disease, ill health, adverse weather conditions or any other cause including any loss which may be occasioned by the negligence Sol-Ant Travel & Tours or any of its personnel or agents and Organisation, Tour Operator and or any person hereby indemnifies Sol-Ant Travel & Tours and absolves it from any liability in respect of any claims which may be made against Sol-Ant Travel & Tours in respect of any such loss or damage which is brought by or through any customer.
- 5.7 We strongly advice tourist to follow Tourist Guide's instruction.
- 5.8 Transportation used on scheduled and day tours will be determined based upon the number of passengers on tour, and Sol-Ant Travel & Tours reserve the right to use either smaller or larger vehicles at their discretion.

6 General

If this clause applies then, without prejudice to any other right or remedy available to Sol-Ant Travel and Tours, Sol-Ant Travel and Tours shall be entitled to cancel the Contract or suspend performance under the Contract without any liability to the Client, and if the Services have been performed but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

- 6.1 In keeping with the policy adopted by tour operators worldwide, Sol-Ant Travel & Tours shall be entitled to cancel any reservation prior to the commencement of the first activity booked in terms of such reservation, and in any such case the entire amount paid by the Tour Operator, Organisation and/or any person to that date shall be refunded by Sol-Ant Travel & Tours to the Tour Operator, Organisation and/or person forthwith and shall not have any further claim of whatsoever nature against Sol-Ant Travel & Tours arising out of such cancellation;
- 6.2 Notwithstanding anything to the contrary herein contained, Sol-Ant Travel & Tours shall be entitled, should it deem it necessary for whatsoever reason, to amend any reservation by providing alternate accommodation or other services to the passengers concerned provided the alternate is of at least the same quality and standards as that in respect of which the reservation was originally made.
- 6.3 General
 - 6.3.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
 - 6.3.2 No waiver by Sol-Ant Travel and Tours of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
 - 6.3.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other

provisions of these Conditions and the remainder of the provision in question shall not be affected.

- 6.3.4 The Contract shall be governed by the laws of the Republic of South Africa, and the Client agrees to submit to the exclusive jurisdiction of the Magistrates Court of the Republic without prejudicing the right of So-Ant Travel and Tours to refer the matter to a higher court if the need arises.
- 6.3.5 No entrance fees and portage are included in this quotation - to be payable by the client.
- 6.3.6 Smoking and the use of alcoholic beverages are strictly forbidden on the vehicle.
- 6.3.7 Passengers should always be available and count their pieces of luggage when loading.