

# Terms and Conditions

## Amatungulu Tours Customer Terms and Conditions:

This Agreement sets forth the terms and conditions between Amatungulu Tours and users ("You"), using our tour services. This Agreement explains how You purchase tours and specifically limits the liability of Amatungulu Tours. Amatungulu Tours means Amatungulu (Pty) Ltd ('the Company'), registered in South Africa. All bookings made on behalf of Amatungulu (Pty) Ltd ('the Company'), are subject to these terms and conditions.

First read this Agreement before using the Site and booking a Tour. Use of the Site forms an agreement to all terms and conditions in this Agreement and you warrant that you understand, agree to and accept all terms and conditions contained here.

### **1. General**

Amatungulu Tours are seeking to provide tours through our website, amatungulu.com ("Site"), which is a communications and payment processing system that enables the connection between You and the Tour Operator (Amatungulu Tours).

### **2. Transactions**

You may seek the services of Amatungulu Tours through the use of the Site. Once Amatungulu Tours has accepted your request for service and your payment has been processed, there is a binding contract between You and Amatungulu Tours.

Amatungulu Tours uses a third party service to process your credit card information. For further information regarding that service, please contact Amatungulu Tours' credit card processing company(ies). You hereby agree to hold Amatungulu Tours above reproach for any damages that may result should any personal information about You be released by any third parties.

### **3. Refunds**

Any cancellation by You must be made by email and acknowledged by Amatungulu Tours. The date on which the request to cancel is received by Amatungulu Tours will determine the refund due as follows:

(Differentiation must be made between single-day tours, and multi-day tours.)

#### **Multi-day tours;**

Cancellation 60 days or more before departure: Amount paid less upfront costs. These upfront costs are disclosed to you when you use the Site to complete the transaction and may represent out of pocket expenses of Amatungulu Tours for tickets, transportation deposits and other additional expenses.

Cancellation 59 to 31 days before departure: 50% of tour price, if paid in full.

Cancellation less than 30 days before the start of the tour: 100% cancellation fee. (no refund)

You are strongly encouraged to obtain cancellation insurance. In certain circumstances, this will cover the cost of cancellation.

#### **Single-day tours:**

Cancellation at least 7 day(s) in advance of the scheduled departure, there is no cancellation fee.

Cancellation between 3 and 6 day(s) in advance of the scheduled departure, there is a 50 percent cancellation fee.

If you cancel within 2 day(s) of the scheduled departure, there is a 100 percent cancellation fee.

You are strongly encouraged to obtain cancellation insurance. In certain circumstances, this will cover the cost of cancellation.

In some cases, Amatungulu Tours may cancel a tour due to weather or other circumstance. In the event that Amatungulu Tours cancels the tour, or does not deliver it as promised, You may choose between a rescheduling of the tour OR a 50% refund of all monies paid or a credit towards an alternative tour. If you choose to accept a credit, the difference in the cost of the alternative tour will be refunded by Amatungulu Tours or paid by You, as applicable.

Amatungulu Tours is not responsible for any incidental expenses. You may have incurred in reliance on the tour booked on the Site, including, without limitation, expenses arising from the purchase of visas, vaccinations, non-refundable flights, or of any loss of enjoyment.

#### **4. ACCEPTANCE OF RISK AND WAIVER OF LIABILITY**

You acknowledge that all travel involves an element of risk and that some tours offered on the Site may be adventurous in nature and may involve a significant amount of personal risk. You hereby assume all such risk and You, your estate, your family and heirs assigns hereby release Amatungulu Tours from all claims and causes of action whatsoever arising from any injury, death or other damages, both financial and other, to You that may occur as a result of your participation in the tours offered on the Site or as a result of the negligence of any party, including any employee, officer, agent, contractor or assign of Amatungulu Tours, whether such negligence is passive or active.

Prior to tour commencement, Amatungulu Tours may ask You to sign a Liability Release.

Whether the signing of the Liability Release is required is disclosed when you use the Site to book the tour.

You are strongly encouraged to obtain suitable medical insurance prior to booking a tour. We urge you to exercise caution if you purchase any goods during your tour. Amatungulu Tours cannot make any claims about the quality, source or other provenance of any goods which may be available for purchase.

## **5. Information Provided by You**

You are responsible for providing accurate, timely and complete information in connection with Your registration for and use of the Site. Amatungulu Tours is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided to us by You.

Amatungulu Tours will only use your information in accordance with our Privacy Policy. Amatungulu Tours will use its best efforts to ensure the privacy of all other personal information, however we expressly disclaim any liability for any damage that may result should any information be released to any third parties. You hereby agree to hold Amatungulu Tours harmless for any damages that may result.

Amatungulu Tours uses a third party service to process your credit card information, therefore we have no access to your credit card information. For further information, please contact Amatungulu Tours' credit card processing company; [www.PayPal.com](http://www.PayPal.com).

## **6. Modification of the Terms of this Agreement**

Amatungulu Tours reserves the right to make changes to this Agreement from time to time. Amatungulu Tours shall provide notice to You of any relevant and/or material changes to this Agreement or any policies posted on the Site by posting, such as changes on the Site.

## **7. Terms of Agreement**

This Agreement will become effective immediately upon your use of the Site and shall remain effective unless terminated by either party as provided here. Either party may terminate this Agreement by providing the other with written or email notice of such termination which shall be effective immediately upon delivery of such notice to the other party. Furthermore, Amatungulu Tours may terminate this Agreement immediately for any breach by You of this Agreement or any applicable policy of Amatungulu Tours as posted on the Site from time to time. In the event of termination or expiration, the following sections shall survive: Section 1 (General); Section 4 (Acceptance of Risk and Waiver of Liability); Section 5 (Information Provided by You); Section 7 (Terms of Agreement); Section 8 (Intellectual Property Rights); Section 15 (Notice of Trademark Rights); Section 11 (Disclaimer of Warranties); Section 12 (Limitation of Liability); Section 14 (Legal Claims); and Section 17 (Miscellaneous Requirements).

Should You violate the terms of this Agreement, Amatungulu Tours reserves the right, without prejudice to any other rights or remedies available to Amatungulu Tours, to terminate your use of this Site immediately at its sole discretion.

## **8. Intellectual Property Rights**

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") that You see or read on the Site is owned by Amatungulu Tours, or is used with the owner's permission. This Proprietary Material is protected in all forms, media and technologies. You may not copy, download, use, redesign, reconfigure, or retransmit anything from the Site without the prior written permission of Amatungulu Tours.

## **9. Environmental Protection**

The Client agrees and undertakes that while being on tour, he/she will not damage the environment by picking wild flowers or other vegetation, litter, or spill detergents like soap, or poisonous products in rivers or dams. The Client should adhere when the Operator specifies that smoking is not allowed at certain places.

The Client undertakes to behave in a peaceful and quiet way in order to show respect and consideration for wild life and other Clients.

## **10. Privacy**

Amatungulu Tours is committed to ensuring the privacy of the information you give us. Our Privacy Statement is located on the Amatungulu Tours Site.

## **11. Disclaimer of Warranties**

YOU EXPRESSLY AGREE THAT THE USE OF THIS SITE IS AT YOUR SOLE RISK. Amatungulu Tours DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SITE. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **12. Limitation of Liability**

Under no circumstances will Amatungulu Tours be liable to You for any indirect, incidental, consequential, special or exemplary damages arising from any provision of this Agreement or from the provision of any tours or other services purchased from the Site. Furthermore, the TOTAL liability of Amatungulu Tours arising with respect to this Agreement and the Site shall in no event exceed the total amounts paid by You to Amatungulu Tours under this Agreement.

## **13. Notice**

Any notice or other communication to be given hereunder will be in writing, either by

facsimile, post paid registered or certified mail return receipt requested, or electronic mail.

#### **14. Legal Claims**

For all disputes between Amatungulu Tours and You relating to the Site, this Agreement, and transactions facilitated or conducted through the Site, tours ordered or purchased through the Site, dealings between You and Amatungulu Tours, or any related matters ("Disputes"), the parties will attempt to find the least onerous solution to the Dispute. If a Dispute cannot be resolved by the parties, then the Dispute must be resolved before the courts of Pretoria, South Africa, and you hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of Pretoria, South Africa, in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in Pretoria, South Africa, within six (6) months after the Dispute arose. Any shorter time limit provided by statute or other law remains unaffected.

#### **15. Notice of Trademark Rights**

The service marks and trademarks Amatungulu Tours and the Amatungulu Tours logo are service marks owned by Amatungulu Tours. Any other trademarks, service marks, logos and/or trade names appearing on the Site are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the prior written permission of Amatungulu Tours or the applicable owner.

#### **16. Risks, Hazards and Dangers**

There are Risks, Hazards and Dangers involved, or maybe encountered during the tour, more specifically:

- a.) There is not always protection in the form of fences, vehicles or buildings in which to take cover in potential dangerous circumstances and that hazard may be encountered, like dangerous animals, reptiles or nature storms.
- b.) Dams and rivers may contain Bilharzia and you may become sick after entering such waters.
- c.) Malaria is prevalent in certain parts of South Africa, and Malaria prophylactics should be taken in accordance to a medical doctor's prescription before entering a Malaria area.
- d.) Exposure to the sun and heat can lead to various problems, and precaution must be taken to use a sun hat. Other sun protection applications must be taken and fluids must be taken regularly.

#### **17. Miscellaneous Requirements**

Failure by Amatungulu Tours to enforce any provision(s) of this Agreement shall not be interpreted as a waiver of any provision or right. These Terms of Use, and all other aspects of use of the Site, shall be governed by and construed in accordance with the laws of South Africa.

These Terms of Use and the Liability Release, if applicable, constitute the entire agreement

between You and Amatungulu Tours with respect to the Site. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect. These Terms of Use inure to the benefit of Amatungulu Tours, its successors and assigns.

Nothing in this Agreement shall be taken as making either party the partner, joint venture, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.

## Amatungulu Tours Liability Release

### *Waiver of Liability*

I understand this tour \_\_\_\_\_ (name of tour), involve risks (and rewards) above and beyond those encountered on a more conventional tour.

I understand those risks and have provided my Tour Operator or Guide with details of any pre-existing medical conditions I may have.

I fully assume the risks of travel and fully and forever release Amatungulu Tours, \_\_\_\_\_ (name of Tour Operator or Guide) and all other related, affiliated, associated or otherwise connected corporations, partnerships, individuals and other entities and all of their respective officers, directors, employees, contractors, agents, successors and assigns (collectively, the "Releasees") from any costs (including, without limitation, actual legal costs), claims, demands, actions, causes of action and liabilities whatsoever for any and all losses, damages, death or injuries to persons or loss of property, which may be sustained by me in connection with or in any way relating to this trip/tour, due to any cause or reason whatsoever including, without limitation, the reckless, wilful or negligent actions or omissions of the Releasees or any other person or persons.

Start date of tour: \_\_\_\_\_

\_\_\_\_\_

Signature of Participant

Date

Signature of Parent or Guardian

Date

(needed if participant is a minor – under 18 )

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Print Participant Name

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Print Parent/Guardian Name

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Signature of Witness for Participant

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Signature of Witness for Parent/Guardian

Emergency Contact Name: \_\_\_\_\_

Phone and Email: \_\_\_\_\_

## Privacy Policy

Amatungulu Tours is committed to maintaining your privacy. Amatungulu Tours gathers certain types of information about you as part of our operations. This Privacy Policy ("Privacy Policy ") explains the types of information we gather, what we do with it and how you may correct or change that information.

### 1. Information Collected by Amatungulu Tours.

Amatungulu Tours collects two types of information about you - personal information (such as name and e-mail address) and aggregate information (such as information about how many users visit our site).

## **2. Personal Information**

Personal information is collected when you voluntarily purchase services or register as a user. This may include e-mail address, passwords, telephone numbers, address and other data needed to provide services to you.

We will only require the minimum personal information we need and use it only to provide the services you have requested.

## **3. Full Names Displayed in Reviews:**

By default, your first and last name is displayed with any guide reviews you post. If you would like to only have your first name and the first letter of your last name displayed, uncheck the 'Display full name' option in the 'Account Options' section after you log in.

## **4. Messages Sent Through the System:**

Amatungulu Tours provides a method for communicating with the guides on our system. We may monitor these messages for the purpose of ensuring that you are properly served by our guides and to ensure compliance with the terms and conditions of Amatungulu Tours.

## **5. Total Information:**

We may collect aggregate information about overall user activities online such as the number of unique visitors, pages accessed most frequently or the search terms entered. This information may be tracked through your Internet Protocol (IP) address, a number that is automatically assigned to your computer whenever you surf the Web. When you request a page from our site, your IP address may be logged. We may also collect aggregate information through the use of a cookie, which is a small data file that Web sites store on your hard drive when you visit them. Most web browsers are set to accept cookies however you can adjust your browser settings to refuse or alert you when cookies are being sent. However, some parts of our sites may not function properly if you choose not to accept cookies.

We use aggregate information to improve your user experience by determining which areas and features are most popular and which may need to be improved. Amatungulu Tours does not use IP addresses or cookies to retrieve any information from your computer.

## **6. Sharing Data with Third Parties:**

Amatungulu Tours does not distribute personal information that you have shared with us, except as permitted in this Privacy Policy and our then-current Terms of Use, if any.

Amatungulu Tours can share your personal information in case that we are required to by a lawful request such as a subpoena or if we believe that the health or safety of another person



or the general public may be compromised.

Some of the Personal Information we collect is shared with our tour guides who are directly involved in fulfilling the purchases you have made from us. We only provide our tour guides with your name and your local contact details if you provide them (e.g., your hotel name for pick-ups and drop-offs, your local phone number, your mobile phone number, etc.) We do not provide our tour guides with your email address or any other Personal Information.

We use third party vendors for email delivery and web analytics purposes, in order to improve your user experience and deliver you the most relevant content from Amatungulu Tours. These vendors never share or sell your personal information.

#### **7. Links to Third Parties:**

This site may contain links to sites other than our own and those sites may not follow the same privacy policies as Amatungulu Tours. If you visit other sites by clicking on a link from our site, you should determine their privacy policies before using their information or services.

#### **8. Opting Out:**

You can choose to remove your e-mail address from our database at any time. To do so, please send an e-mail to [amatungulu@safrica.com](mailto:amatungulu@safrica.com).

#### **9. Correcting and Updating Information:**

Amatungulu Tours provides you with the ability to change and modify information previously provided. Please follow the appropriate link when you log into your account.

#### **10. Additional Information:**

No one can guarantee that transmission of data over the Internet is completely secure. It may be possible for third parties to unlawfully intercept or access transmissions or private communication. While we strive to protect your personal information, Amatungulu Tours cannot warrant the security of any information you communicate to us and we shall not be liable for any special, incidental or consequential damages you may suffer in the event that your transmission of data was intercepted.

Amatungulu Tours reserves the right to change this Privacy Policy at any time. Any such changes will be posted online.

Please contact us via e-mail at [amatungulu@safrica.com](mailto:amatungulu@safrica.com) if you have any questions or concerns about our Privacy Policy.

## **Amatungulu Tours Cancellation Policy**

Any cancellation by you must be initiated by email to the Amatungulu Tours office: [amatungulu@safrica.com](mailto:amatungulu@safrica.com). We will acknowledge your cancellation by email.

In certain cases you may be eligible to receive a full or partial refund depending upon:

- the reason for your cancellation or
- the number days of prior to the start of the tour your cancellation request is received or
- the amount expended by our office to prepare for your tour or
- the cancellation policy option you choose

Amatungulu Tours is not responsible for any incidental expenses You may have incurred as a result of the purchase of your tour such as visas, vaccinations, non-refundable flights or loss of enjoyment, etc.

Please contact us if you have any questions about our cancellation policy.

### **Standard Cancellation Policy**

If you cancel or cannot take your tour as a consequence of force majeure, Amatungulu Tours will refund the amount you have paid for your tour to a limit \$ 600. If you have paid more than \$ 600 for your tour, Amatungulu Tours will refund the amount you have paid less any non-recoverable out-of-pocket costs Amatungulu Tours has incurred on your behalf - car rentals, admissions, hotel reservations, tickets etc. We may require you to provide verification to confirm that you were unable to take your tour if you request a refund under this provision.

Force Majeure includes impersonal events such as war, civil insurrection, strikes, volcanoes, extreme weather, earthquake or natural disaster that makes it dangerous or impossible to safely undertake the tour. The determination of what constitutes 'Force Majeure' is at the discretion of Amatungulu Tours. However, a travel warning issued AFTER you book your tour invokes 'force majeure', you are covered under this 'Force Majeure' provision.

For cancellation due to any other reasons (such as illness, change of personal circumstances), the date on which the request to cancel is received by Amatungulu Tours will determine the refund due as follows:

- If you cancel 60 days or more before the start of the tour: No cancellation fee. We will refund the amount paid less any non-recoverable upfront costs incurred by Amatungulu Tours on your behalf. These upfront costs represent out of pocket expenses for tickets, transportation deposits and other non-recoverable tour expenses. Please send a message to Amatungulu Tours to find out what, if any, these costs are.

- If you cancel 59 to 30 days before the start of the tour: 50% total quoted tour price plus any additional charges levied by suppliers up to date of cancellation.

- If you cancel less than 30 days before the start of the tour: 100% cancellation fee.

In some cases, Amatungulu Tours may cancel a tour due to weather or other circumstance. In the event that Amatungulu Tours cancels the tour, you may choose between a rescheduling of the tour, a full refund of all monies paid OR a credit towards an alternative tour. If you choose to accept a credit, the difference in the cost of the alternative tour will be refunded or paid by you as applicable.