

STANDARD TERMS AND CONDITIONS

Adventure Action Tourz (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 activity
- 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 Adventure Action Tourz (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 travellers that:

- fail to arrive at the OR Tambo International Airport or accommodation establishment
- arrive at the OR Tambo International Airport or accommodation establishment one day or more later
- leave the accommodation establishment one day or more days early.

Adventure Action Tourz (Pty) Ltd accepts no liability for the death of, or injury to, loss and / or damage to, any persons and / or property arising out of any act or omission of Adventure Action Tourz (Pty) Ltd, the supplier of any staff or agent of Adventure Action Tourz (Pty) Ltd or a supplier, whether as a result of negligence or otherwise. The client and the traveller shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which the client and the traveller 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 accommodation, Adventure Action Tourz (Pty) Ltd shall not be liable for any:

- loss, damage or expense arising there from, whether as a result of Adventure Action Tourz (Pty) Ltd negligence or otherwise, and refund, either total or partial, of money paid.
- Adventure Action Tourz (Pty) Ltd recommends that travellers take out the necessary insurance to protect against any such eventuality.

Travellers may not carry any unlawful firearms, articles or substances whilst travelling with Adventure Action Tourz (Pty) Ltd, whether on a tour or a transfer, participating in a recreational activity or staying at a hotel or accommodation establishment. Should any traveller contravene the aforesaid prohibitions, Adventure Action Tourz (Pty) Ltd will be entitled to immediately exclude the offender from the tour / accommodation and such traveller will be responsible for his or her own repatriation and all costs associated therein.

Adventure Action Tourz (Pty) Ltd will under no circumstance assist any offender in any dealings or negotiations with any authority.

Travellers 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 Adventure Action Tourz (Pty) Ltd will endeavour to provide the client, prior to departure, with the latest information concerning such regulations and restrictions. Adventure Action Tourz (Pty) Ltd shall not be responsible and does not accept any liability for any inaccuracies or omissions in this regard.

Adventure Action Tourz (Pty) Ltd reserves the right to decline to accept or retain any traveller as a member of any group or on a 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 or if such traveller interferes with any other member of any group and / or causes any disturbance or nuisance.

Should Adventure Action Tourz (Pty) Ltd appoint a tourist guide / specialist or tour leader in respect of any tour or transfer, the traveller must accept all reasonable instructions of such tour leader or tourist guide / specialist.

All information contained in Adventure Action Tourz (Pty) Ltd website / itineraries and price inserts are to the best of Adventure Action Tourz (Pty) Ltd knowledge and belief, true and correct, but Adventure Action Tourz (Pty) Ltd accepts no liability for any inaccuracies contained therein.

The copyright in the material contained on the website and in all proposals and or quotations or any other information between Adventure Action Tourz (Pty) Ltd and the Client / Traveller belongs to Adventure Action Tourz (Pty) Ltd, or in specific cases, the Supplier. All rights are reserved. None of this material may be reproduced or distributed or used without Adventure Action Tourz (Pty) Ltd express permission in writing.

Adventure Action Tourz (Pty) Ltd shall not be held responsible for any errors on their website representing:

- hotels, lodges, guest houses, bed & breakfasts and any other accommodation establishments
- function, recreational activities or any other venues
- scheduled tours or any other tours
- any suppliers` specific terms and conditions that vary from that stated, shall apply.

All travel arrangements such as reservation of hotel / lodge / guest house accommodation, tour reservations, function venue or recreational activity reservations, reservation of motor transport and the like, made by Adventure Action Tourz (Pty) Ltd are subject to the booking conditions and cancellation provisions of the supplier thereof and weather conditions.

Adventure Action Tourz (Pty) Ltd reserves the right to alter or substitute routes, tours, accommodation, function venues, recreational activity, meals, itineraries, service, vehicles and / or arrangement should conditions necessitate. Adventure Action Tourz (Pty) Ltd will

offer substitutes of equal value and will inform the client of any known changes before departure.

Booking conditions and responsibilities:

- all airfare reservations are to be arranged by the client / traveller.
- It is the responsibility of the client / traveller to ensure that their passport has at the very least, two 'empty' pages. Should this be ignored, the traveller will be sent back to their country of origin upon arrival at OR Tambo International Airport, 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 should be clearly marked by a colored ribbon or a piece of string or some form of easy identifiable means. One standard set of luggage, consisting of one backpack (soft frame) with maximum weight of 25kg and one carry-on board overnight bag of 5kg per person is advised. Keep space & weight in mind for souvenirs and gifts for your return flight.

It is in the opinion of Adventure Action Tourz (Pty) Ltd the fulfilment of any tour or accommodation is considered impossible, illegal or if in Adventure Action Tourz (Pty) Ltd opinion inadvisable because of weather conditions, avalanches, volcanic activity, strikes, war, government interference and / or any other cause not arising from Adventure Action Tourz (Pty) Ltd negligence, Adventure Action Tourz (Pty) Ltd may at any time cancel such a tour or accommodation or what remains of it or make alterations in the route, activities, 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 and accommodation establishments at all times. The tourist guide or the driver will ensure that sufficient comfort stops are made to enable travellers to smoke outside.

Adventure Action Tourz (Pty) Ltd reserves the right to use smaller vehicles on its scheduled tours or transfers should the number of passengers participating reduce sufficiently to warrant this.

Adventure Action Tourz (Pty) Ltd reserves the right to utilize the services of sub-contractors for tour, transport, accommodation and travel services.

Accommodation is as specified in the tour itinerary and website. The use of specific accommodation is subject to availability. Adventure Action Tourz (Pty) Ltd reserves the right to make use of alternative accommodation.

Adventure Action Tourz (Pty) Ltd has no direct day to day control over its suppliers. Accordingly Adventure Action Tourz (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) utilised by any supplier for the supply of any service or by any act or omission by any supplier or its servants or agents.

Adventure Action Tourz (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 Adventure Action Tourz (Pty) Ltd, or for which the accommodation establishment has received a deposit or full pre-payment for services are honored. Any inconveniences caused to the traveller 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, hotel charges or other accommodation establishments, 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 Adventure Action Tourz (Pty) Ltd. Acceptance of the quotation will be regarded as acceptance of Adventure Action Tourz (Pty) Ltd terms and conditions of business.

Payment in approved foreign currency will be accepted at the rate of exchange applied by the bankers of Adventure Action Tourz (Pty) Ltd at the time of receipt of payment. Any shortfall resulting from exchange rate fluctuations will be for the account of the traveller. All payments shall be made to Adventure Action Tourz (Pty) Ltd free of deductions or set off of nature whatsoever, at such place and in such manner as Adventure Action Tourz (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 the due date, then the client shall be liable to pay Adventure Action Tourz (Pty) Ltd interest on all such amounts calculated from the due date until payment at the prime bank overdraft rate.

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

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

When requested by Adventure Action Tourz (Pty) Ltd, the client / traveller shall pay a 50% deposit to Adventure Action Tourz(Pty) Ltd to secure certain services. Adventure Action Tourz (Pty) Ltd reserves the right to change the standard deposit requirements, to be recorded in writing, on a separate contract between the client and Adventure Action Tourz (Pty) Ltd and to be agreed upon and signed by both parties. Adventure Action Tourz (Pty) Ltd holds a fair practice policy of "Book with Confidence" allowing the client / traveller to cancel and rebook their tour with no added costs up to 30 days prior to the tour commencement date, offering added flexibility and peace of mind.

Adventure Action Tourz (Pty) Ltd will hold the clients / travellers deposit for up to 12 months for cancellations made 31 days or more prior to tour commencement date allowing the client / traveller to rebook their tour on another date within the 12-month holding period prior to tour commencement date.

All cancellations must be made in writing to Adventure Action Tourz (Pty) Ltd. Adventure Action Tourz (Pty) Ltd will reply back in writing via Email to the client / traveller confirming that the reservation has been cancelled and re-arranged.

Adventure Action Tourz (Pty) Ltd reserves 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 / traveller and Adventure Action Tourz (Pty) Ltd, and to be agreed upon and signed by both parties.

In the matters where it is or may be necessary to have recourse in the court of law, 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 and shall be conducted in the Province of Gauteng in the English language.

Adventure Action Tourz (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 expressed or implied shall be considered to be or to have been made or agreed upon or implied by reference to any other writing, advertisement or conversation.

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

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Entered into and between Adventure Action Tourz (Pty) Ltd and the client / traveller,

Full name and surname / second name of the client / traveller

.....

Thus signed at:

on this day of the monthof the year
.....

on behalf of Adventure Action Tourz (Pty) Ltd

on this day of the monthof the year
.....

WAIVER OF LIABILITY

BY AGREEING TO THE TERMS OF THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS

PLEASE READ CAREFULLY

TO: **Adventure Action Tourz Pty Ltd**, and its subsidiaries, affiliates, and related companies including, but not limited to, Adventure Action Tourz Pty Ltd and their respective directors, officers, employees, subcontractors, suppliers, agents, guides, volunteers, independent contractors, representatives, owners, insurers, successors, and assigns (individually and collectively, Adventure Action Tourz Pty Ltd.

"**Activities**" means the activities and services that G Adventures will be providing, arranging, or organizing on my behalf depending on my chosen itinerary.

These may include:

- Participation in an adventure travel tour
- Canyoneering
- Caving
- Cycling
- Horse riding and other equine activities
- Mountain biking
- Rock/rope climbing
- Rappelling
- Zip lining
- White water rafting / canoeing
- Travel in jet boats/speed boats

- Mountaineering
- Travel in public and private transportation (including to and from tour areas)

ACKNOWLEDGMENT – HEALTH & SAFETY

I am aware that the physical exertion required to participate in the Activities can activate or aggravate pre-existing injuries, conditions, or congenital defects.

I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the Activities.

I acknowledge that I am required to wear approved safety equipment while participating in certain Activities. I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of any equipment.

Simply put: I understand that the Activities may require physical exertion and it is my responsibility to make sure I am healthy enough to participate. I will use the recommended safety equipment and ask questions if I am unsure about how to properly or safely use equipment.

ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards which may include but are not limited to:

- personal injury and / or death;
- travel to remote areas without access to medical facilities or treatment
- changing weather conditions;
- interactions or encounters with wildlife;
- equipment malfunctions
- negligence of other participants or guides;
- negligence on the part of the Adventure Action Tourz Pty Ltd, including failure to safeguard or protect from the risks or dangers of the Activities
- collisions with vehicles, equipment, or structures;
- becoming lost or separated from guides or other participants; and the failure to remain within designated areas.

ALCOHOL AND ILLEGAL SUBSTANCES

If I use, consume, or am under the influence of alcohol or illegal drugs prior to or while engaging in the Activities, **I ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS THAT MAY RESULT FROM THIS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS**, even in the event of negligence or fault by Adventure Action Tourz Pty Ltd or third parties, and will indemnify Adventure Action Tourz Pty Ltd from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the Activities, while, during, or after consumption of illegal drugs or alcohol.

Simply put: If I consume alcohol or illegal drugs before or during my involvement in the Activities I am responsible for any loss, injury, or damage I cause to myself or others.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES.

I am not relying on any oral or written representations or statements made by Adventure Action Tourz Pty Ltd about the safety of the Activities other than what is stated in this Waiver.

I freely accept and fully assume these risks and the possibility of injury and loss resulting from my participation in the Activities.

Simply put: I understand and accept the risk of participating in the Activities. I am relying on the statements about the risk contained in this Waiver as the definitive source of information about the safety of the Activities over any other communications of materials.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of Adventure Action Tourz Pty Ltd allowing me to participate in the Activities I agree:

1. In the event that I, or my next of kin, suffer any loss, damage, expense, or injury from my participation in the Activities **INCLUDING THOSE CAUSED BY THE RISKS SPECIFICALLY OUTLINED IN THIS WAIVER, I AGREE TO WAIVE ANY AND ALL CLAIMS** I have or may have in the future against Adventure Action Tourz Pty Ltd and to **RELEASE** Adventure Action Tourz Pty Ltd from any and all liability;
2. **TO HOLD HARMLESS AND INDEMNIFY** Adventure Action Tourz Pty Ltd from any and all liability for damage to property or personal injury to any third party resulting from my participation in the Activities;

3. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Gauteng, South Africa and shall be within the exclusive jurisdiction of the Courts of the Province of Gauteng.
4. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.
5. This Agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Gauteng and no other jurisdiction.

I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO CHECKING THE BOX BELOW CONFIRMING MY AGREEMENT.

I am aware that by checking the box below I am waiving certain legal rights which I may have against **Adventure Action Tourz Pty Ltd**.

THE TOUR OPERATOR / Adventure Action Tourz (Pty) Ltd IS NOT LIABLE FOR THIRD PARTY SUPPLIERS