



Cape Town, South Africa



[NightDriveSafaris](#)



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BOOKING TERMS AND CONDITIONS

These are the booking terms and conditions of NightDriveSafaris (Pty) Ltd. This document sets out your legal rights and obligations in respect of any bookings made with us. We therefore kindly request that you read this document before making any booking with us. By accepting these terms and conditions, you are thereby agreeing to all provisions herein. If you do not accept any of these terms or conditions, kindly refrain from making a booking with us.

1. Interpretation and Definitions

In this agreement, unless inconsistent with or otherwise indicated to the contrary, the following terms shall have the following meanings:

- “Adventure Activities” refers to all activities included in a Tour and may include safaris, river cruises, game drives, canoeing, walking safaris, hikes, fishing, off-road driving, and other expeditions;
- “Company” refers to “NightDriveSafaris (Pty) Ltd”;

- “Client” refers to a private individual who accesses the Website as well as to an agent of the Client. It also includes every person who goes on a Tour with the Company;
- “Party/Parties” refers to the Company and Client;
- “Third Parties” refer to people or entities that are not the Company or Client;
- “Tour” refers to the service that the Company provides to the Client;
- “Website” refers to the Company’s official website address: www.nightdrivesafaris.com.

2. Tour Disclaimer and Indemnity

- 2.1. Participation in the Company’s Tours and/or Adventure Activities is solely at the Client’s own risk. The Client indemnifies NightDriveSafaris (Pty) Ltd, together with its directors, shareholders and employees against any loss, injury, sickness, death or damages to self, property or vehicles suffered in connection with the participation in a Tour or Adventure Activity.
- 2.2. The Client waives any rights which he/she may have entitling them to claim for damages for any loss, injury, sickness, death or damages suffered in connection with the participation in any Tour or Activity.
- 2.3. If a Client suffers from a pre-existing medical condition, the Client should consult their physician before embarking on a Tour or Adventure Activity with the Company. Such a Client must inform the Company of such pre-existing medical condition when booking a Tour. Should these Clients participate in the Tour and/or Adventure Activities, they hereby indemnify the Company against any harm or adverse reactions suffered. Such Clients must ensure that they have the necessary medication to treat such pre-existing medical conditions.
- 2.4. The Client warrants that the vehicle the Client will be using during the Tour is correctly registered by the government authorities and in a proper working condition.

- 2.5. The Client warrants that he/she and any minor children under their care are medically fit to participate in the Tour.

3. Booking Procedure and Payment

- 3.1. To book a Tour, a Client must complete the booking form as well as an indemnity form and send it to the Company. The client will thereafter receive an invoice with the payment instructions and banking details. The Client must also pay a 50% deposit and send proof of payment to nightdrivesafaris@gmail.com. For tours that include services of suppliers with more stringent policies, different payment/deposit terms may apply. These additional policies or payment requirement will be communicated to you at the time of booking. No reservation is secure without a deposit and completed booking and indemnity form.
- 3.2. Upon receipt of the booking form and the deposit, the Company will confirm the Client's booking by sending the Client an e-mail confirmation. The Client's booking is not secure until confirmed by the Company.
- 3.3. If the Client complied with clause 2.1 above but the Tour is already fully booked, the Company undertakes to refund any monies paid by the Client in full.
- 3.4. Approximately 30 (THIRTY) days before the start of the Tour, the Company will send an e-mail notice for the final payment due. The Client must settle this amount by no later than 2 (TWO) weeks before the date of departure.
- 3.5. All prices are quoted nett of any financial transaction charges. Bank charges are the sole responsibility of the Client. Upon receiving the final payment from the Client, the Company will send the final Tour information to the Client.
- 3.6. Payment is confirmed when the electronic transfer or direct deposit into the Company's bank account reflects on the Company's bank statement.

- 3.7. The Company reserves the right to reject any reservations without providing any reason or justification for such decision. If a reservation has been rejected, the Company will refund any monies paid to it by the Client.

4. Changes to itinerary

- 4.1. Whilst every effort is made to adhere to the itinerary, the Company reserves the right to make any changes it believes are warranted or necessary, without incurring any penalty or liability. The Company will notify the Client in writing as soon as the Company becomes aware of the changing circumstances.
- 4.2. The Company incurs no liability or responsibility for any delays prior to departure howsoever arising and all expenses related to any delays will be for the Client's own account.

5. Electronic Communication

- 5.1. The Client accepts that the Company may communicate with it using e-mail.
- 5.2. The date of receipt of any e-mail sent to a Client by the Company will be the date of delivery of that e-mail.
- 5.3. The date of receipt of any e-mail sent to the Company by a Client will be the date on which the Company provides its response thereto.
- 5.4. When the Company sends an e-mail to the Client, it is deemed to have been received when the Client can download the email.
- 5.5. The Client agrees that all electronic agreements, notices, disclosures and other communications between the Company and a Client satisfy any legal requirement that such communications be in writing.

6. Pricing

- 6.1. Although the Company makes all reasonable efforts to ensure that the prices on its Website and other marketing materials are correct, it does not guarantee that the Website and/or marketing materials are free of pricing-errors.
- 6.2. It may happen that the price of a Tour or accommodation suddenly changes due to, for example, exchange rate fluctuations or increases by a supplier. In any such case of a change in pricing, the Company reserves the right to change the Tour price.

7. Cancellation by the Company

- 7.1. Should there be insufficient bookings to justify a particular Tour, the Company reserves the right to cancel the Tour and to either refund the Client's deposit or suggest alternate Tour dates.
- 7.2. If the Company cannot provide the Tour booked for any reason, the Company will return all monies paid by the Client and this will constitute the full extent of the Company's liability to the Client.
- 7.3. If the Company suspects fraudulent or other criminal activity on the part of the Client while on the Tour or in case of breach of these terms, it may in its sole discretion terminate the contract by demanding the Client leave the Tour. In this case, the Company reserves the right to keep all monies paid by the Client.
- 7.4. *Force Majeure*: The Company reserves the right to suspend, postpone or terminate a Tour if circumstances beyond its control arise, making the Tour inadvisable, impracticable, illegal, dangerous, or impossible. This includes

but is not limited to forces of nature (such as extreme weather conditions) as well as national or global security or medical emergencies (such as epidemic or pandemic outbreaks) and the conduct of Third Parties for whom neither the Company nor the Client is responsible, such as mass cancellations of tours due to a *force majeure* event occurring.

- 7.5. In the event of the above, the Company will do everything in its power to reschedule the Tour to an alternate and suitable date within a reasonable timeframe. The Company guarantees that all monies received from the Client shall be safeguarded and may be reapplied towards a different Tour at the Client's discretion.
- 7.6. The Company shall not be liable for costs incurred by the Client outside of the actual cost of the Tour paid to the Company. For example, the Company shall not be liable for any flights or accommodation that a Client has to forfeit due to the *force majeure* event.
- 7.7. The "*force majeure*" clause, supersedes all other rules/clauses in terms of cancellations or refund policies.

8. Cancellation by the Client

- 8.1. If the Client wishes to cancel a confirmed booking, the Client must notify the Company in writing.
- 8.2. The Company reserves the right to levy a cancellation fee, which is to be determined as follows:
 - 90 days and longer prior to departure: R700 admin fee
 - 89-60 days prior to departure: 50% of the deposit will be forfeited
 - 59-45 days prior to departure: 100% of the deposit will be forfeited
 - 44-30 days prior to departure: 50% of the full amount will be forfeited
 - 29-0 days prior to departure: 100% of the full amount will be forfeited

9. COVID-19 cancellation policy

- 9.1. If a tour is cancelled, either by the Client or the Company due to Covid-19 related circumstances, the Company reserves the right to retain 10 % (TEN) percent of the full amount. The Client can use this 10 % (TEN) towards another tour within 365 days from the cancelled Tour date.
- 9.2. If a tour is cancelled, by the Client due to Covid-19 related circumstances, the Client will send a notification in writing to the Company informing them of the cancellation.
- 9.3. If a tour is cancelled, by the Company due to Covid-19 related circumstances, the Company will send a notification in writing to the Client informing them of the cancellation.
- 9.4. The abovementioned Covid-19 related circumstances are limited to the following;
 - 9.4.1. The destination the Client is travelling to is under official government lock-down that prohibits the Client from traveling;
 - 9.4.2. The destinations have no formal lock-down but their border is closed to international travellers or to travellers from a specific country;
 - 9.4.3. International flights are cancelled with no reasonable alternative routing available;
 - 9.4.4. The government in the Client's country of residence restricted all but essential travel;
 - 9.4.5. The Client has contracted Covid-19 and is under treatment, in quarantine or within 72 hours of travel.

10. Travel Documentation

Documentation is only prepared on receipt of full and final payment of the booking. Clients are personally responsible for ensuring that they are in possession of the

correct documentation prior to their departure. The Company does not accept responsibility for any consequences resulting from a Client's failure to ensure he/she has complied with all the necessary health, passport and Visa requirements. The Company is not responsible for the loss of any passports, airline tickets or documentation by a Third Party including but not limited to courier companies and Visa agents.

11. Passports, Visas, Vaccinations, Inoculations and Re-entry Permits

It is the Client's sole responsibility to obtain correct, current and valid passports, Visas, vaccinations, inoculations and re-entry permits where required. The Company will not be held responsible or liable for any consequence of any nature arising from the Client's failing to ensure that he/she has complied with any such requirements.

12. Airline Responsibility

The passenger ticket in use by the airline, when used, shall constitute the sale contract between the airline and the Client/passenger. The Client/passenger acknowledges and agrees unconditionally that the Company will not be liable for any loss, damage, injury or death arising from air travel irrespective of whether the carrier took all reasonable measures to avoid damage, loss, injury or death.

13. Insurance

- 13.1. The Company strongly advises Clients to effect insurance against, inter alia, cancellation, curtailment, illness, injury, loss of baggage and default, at the time of booking the tour. The Client indemnifies the Company and holds it harmless for all damage, loss, injury or death which may be sustained by the client during the Tour.

13.2. The Client shall be responsible for the additional costs if the Tour guide has to deviate from the proposed route in the case of the Client's illness or injury.

14. Refunds and Unused Services

No refunds will be issued for a Client that does not make use of or participate in any service offered by the Tour or any supplier. This term applies irrespective of whether they form part of the basic inclusive Tour price or whether they are in respect of pre-booked optional arrangements.

15. Exclusions

Prices quoted do not include airport or departure taxes, costs of obtaining Visas and passports, unless explicitly stipulated. Any price quoted does not include the cost of personal telephone calls, laundry, entertainment arrangements not shown in the itinerary, meals and beverages unless specified or any other item of a personal nature.

16. Special requests

Special requests should be specified at the time of booking. Whilst every effort will be made to accommodate a Client's particular special request, the Company does not undertake to meet every special request made of it. Special requests will be decided by the Company on a case-by-case basis.

17. Authority on Tour/Nuisance

17.1. The Client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited during the Tour;

17.2. Additionally, the Client acknowledges that any disruptive, dangerous or potentially dangerous behaviour conducted by the Client during the Tour

shall not be tolerated and that the Company, its employees, representatives, agents and/or contractors being so authorised, reserve the right to exclude the Client from the tour at any point therein in such circumstances.

17.3. The Company shall not be liable for any costs and/or expenses of the Client's resulting due to the aforesaid. The Client shall therefore not be entitled to a refund or rebate of the Tour price or any additional compensation in such instances.

17.4. The Tour guide has full and final authority for any decisions made relating to the Clients' safety and comfort.

17.5. The Client undertakes to behave considerately and respectfully while on Tour and undertakes to exercise proper authority over all of their minor children bearing in mind the minor's safety.

18. Early Termination by the Client

If the Client no longer wishes to continue with the Tour for any reason, including illness or injury, the Client must make his/her own traveling arrangements from the point of termination and at his/her own cost.

19. Marketing

19.1. The Company reserves the right to use any photographs and video materials taken during the Tour for the use of any marketing or other advertising material, and the Client hereby consents to such use.

19.2. The Client further agrees that the Company shall retain copyright over any such photographs and video materials taken during the tour and/or used in

its brochures and, to the extent necessary, the Client hereby assigns copyright in such photographs and/or videos to the Company.

20. Disclosures Required by Section 43 of the Electronic Communications and Transactions Act No 25 of 2002

- 20.1. Full name and legal status of the Company: Nightdrivesafaris (Pty) Ltd;
- 20.2. Physical address and telephone number where services are rendered: 15A Fivaz street, Vergesig, Durbanville, 7550; Tel: +27 62 060 7309
- 20.3. Website address and email address: www.nightdrivesafaris.com; nightdrivesafaris@gmail.com;
- 20.4. Registration number, names directors and the place of registration of the Company: Nightdrivesafaris: 2023/281550/07; Sole director: Renier Meyer;
- 20.5. Physical address where the Company will accept legal service of documents: 15A Fivaz street, Vergesig, Durbanville, Western Cape, Cape Town, South Africa 7550;
- 20.6. Sufficient description of the main characteristics of the services offered by the supplier: The website provides information on tours operated by the Company;
- 20.7. The minimum duration of the agreement: The agreement is valid until the conclusion of the Tour;
- 20.8. Manner of payment: The Company accepts payment by Electronic Fund Transfer. An invoice will be issued with the payment instruction and banking details;
- 20.9. Time within which services will be rendered is dependent on when the Tour is scheduled;
- 20.10. Refund Policy: See clauses 2, 5, 6, 7, 12, 15, 16.

21. Dispute Resolution through Arbitration

If a dispute cannot be resolved amongst the Parties, the Parties consent to such dispute being resolved through expedited arbitration in terms of the rules of the Arbitration Foundation of South Africa. The proceedings shall be held in Bellville, South Africa in English or Afrikaans. This clause shall be severable from the rest of these Terms and Conditions and therefore shall remain effective between the Parties after these Terms and Conditions have been terminated.

22. Governing Law

The Laws of the Republic of South Africa governs the interpretation and validity of these Terms and Conditions.

23. General

23.1. Receipt of the Client's deposit and/or full payment shall constitute the Client's agreement that he/she and those for whom he/she makes any bookings, are agreeable to and are bound by the terms and conditions of the Company;

23.2. The Company shall not be bound by any representation, warranty, promise or the like not recorded herein. No addition to, variation, or agreed cancellation of these Terms and Conditions shall be of any force of effect unless reduced to writing and signed by or on behalf of the Company. No indulgence, which the Company may grant to the Client, shall constitute a waiver of any of the rights of the Company, which shall not thereby be precluded from exercising any rights arisen in the past or which might arise in the future.

23.3. In the event of the Company having to institute legal action against the Client for any amount outstanding by the Client to the Company, the Client shall be liable for the Company's legal fees on the scale as between attorney and own client, including collection commission and tracing fees.