

STANDARD CONDITIONS OF BUSINESS

1 UNDERTAKING

Cullinan Guided Journeys undertakes to provide all services offered subject to the terms and conditions set out herein, which terms and conditions are accepted by the passenger.

2 DEFINITION

Cullinan Guided Journeys means: Cullinan Holdings LTD T/A Cullinan Guided Journeys

Passenger means: Individuals, groups, companies or other legal persons using the services offered by Cullinan Guided Journeys and includes the agents of passengers.

Services means: The provision of accommodations and/or transportation and/or meals as offered by Cullinan Guided Journeys and accepted by the Passenger.

3 TERMS OF PAYMENT

3.1 45 days before commencement of services - full payment is required.

Notes

- i) Bookings made within 45 days of commencement of services must be accompanied by full payment of the tour plus rooming list.
- ii) Where circumstances do not permit the timeous receipt of funds, explicit confirmation of transfer of funds will enable us to reserve services.

3.2 If payments are made in negotiable foreign currency, the payer will be responsible for any short payment resulting from exchange rate fluctuations. The exchange rate applied by the official bankers of Cullinan Guided Journeys on receipt of moneys will be accepted as the applicable rate.

3.3 If the required final payment is not received by due date, Cullinan Guided Journeys reserves the right to withdraw services.

4 CANCELLATIONS

4.1 General Conditions

4.1.1 Cancellations made more than 45 days prior to arrival will not normally result in cancellation fees being charged. However;

4.1.2 Cullinan Guided Journeys reserves the right to recover any costs incurred or charges received from suppliers up to the date of cancellation.

4.1.3 In the event of services being cancelled 45 days or less, prior to arrival, the following cancellation fees will apply.

- 45 days to 36 days before commencement of services: 25% total quoted tour price due. (Subject to 2. above)
- 35 days to 16 days before commencement of services: 50% of total quoted tour price due. (Subject to 2. above)
- 15 days or less before commencement of services : 100% of the total quoted tour price due

We recommend that you ensure that your passengers take adequate personal cancellation insurance cover before departure from home.

4.1.4 Any Day Tour cancelled less than 72 hours prior to departure will incur 100% cancellation fees.

4.2 Special Conditions

For tours that include services of certain suppliers with more stringent policies, e.g., National Parks Board, Blue Train, Private Lodges and others, different cancellation fees will be enforceable. These will be provided when applicable.

5 AIRLINES

Cancellations and refunds

In the event of cancellation or failure, for any reason whatsoever, to use confirmed space, as ticketed, 25% (twenty five percent) of the applicable airfare will be forfeited. A change of reservation constitutes a cancellation. Extension of ticket validity is not permitted, save when a passenger is hospitalised due to illness or in the event of death of a member of the passenger's immediate family.

Responsibilities and booking conditions

All airfare reservations are arranged subject to the conditions imposed by the respective airline.

6 LUGGAGE

One suitcase and one overnight bag per person is allowed. Cullinan Guided Journeys accepts no responsibility for loss or damage to luggage or personal property from whatsoever cause arising. Passengers are advised to take up adequate insurance cover.

7 DELAYS

Cullinan Guided Journeys shall not be responsible for the consequences of any delays whether arising from accidents, breakdowns, or any other cause.

8 RESPONSIBILITY

Cullinan Guided Journeys carries comprehensive passenger liability insurance details of which will be made available on request. Cullinan Guided Journeys is not responsible for any damages sustained by any passenger as a result of any act or omission whatsoever of any hotel, airline or other person, notwithstanding the fact the Cullinan Guided Journeys acted as agent of such hotel, airline or other person.

9 LAW

The law of the Republic of South Africa shall govern the relationship between Cullinan Guided Journeys and the passenger and the Courts of the Republic of South Africa shall have sole jurisdiction in respect of any claims and/or disputes which may arise between Cullinan Guided Journeys and the passenger, or Agent.