



STANDARD CONDITIONS OF BUSINESS

1 UNDERTAKING

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

2 DEFINITION

Cullinan Guided Journeys mean Cullinan Holdings LTD T/A Cullinan Guided Journeys

Guests mean: Individuals, groups, companies or other legal persons using the services offered by Cullinan Guided Journeys and includes the agents of guests.

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

3 TERMS OF PAYMENT

3.1 Full payment of the quoted tour price is required 45 days before commencement of services (N.B: For tours that include Blue Train and/or Private Game Reserves and Lodges, a different schedule of deposits, payments and cancellation fees apply. This will be provided when applicable.)

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 reserve the right to withdraw services.

3.4 Prices are subject to alteration without prior notice. Prices are subject to adjustment in the event of changes in government-imposed taxes, fuel price, airfares, hotel charges. Tourism levies and the introduction of national, regional or local taxes or levies of whatever nature.

3.5 All prices are quoted in ZA Rand or U.S.\$ unless otherwise explicitly agreed. Payment in the approved foreign currency will be accepted at the rate of exchange applied by the bankers of Cullinan Guided Journeys at the time of receipt of payment. Any shortfall resulting from exchange rate fluctuations will be for the account of the guest.

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 reserve 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 may 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 guests take adequate personal cancellation insurance cover before departure from home.

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 CHILD POLICY

Due to the potential disruption of the tour and other guests we regret that we do not accept reservations for children under the age of 2 years, on any Day Tour. The minimum age for Long Distance Tours is 8 years old.

6 CHILDREN DISCOUNTS

CHILDREN DISCOUNTS are available for certain tours. However, specific restrictions apply. Please enquire when Making reservations.

7 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 guest is hospitalised due to illness or in the event of death of a member of the guest's immediate family.



Responsibilities and booking conditions

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

8 ACCOMMODATIONS

Accommodation is as specified in the itinerary or brochure and is based on 2 people sharing a twin-bedded room. The use of specific accommodation is subject to availability. Cullinan Guided Journeys reserve the right to make use of alternative accommodation. This will in no way affect the price of the tour. Single accommodation is available at an extra cost on a first come first served basis.

9 MEALS

Meals included are as specified in the tour itinerary. Please check the applicable itinerary for details.

10 TRANSPORT

Transportation is in air-conditioned touring vehicles, coaches, minibuses or sedan vehicles appropriate to the requirements of the tour. Cullinan Guided Journeys therefore reserve the right to use smaller coaches, minibuses or sedan vehicles on its guided tours should the number of guests participating reduce sufficiently to warrant this.

11 FOREIGN LANGUAGE GUIDED TOURS

11.1 LONG DISTANCE TOURS: Tours are conducted in English or in German

11.2 DAY TOURS: On selected departure days of the week, certain tours may be conducted in both English and German i.e. dual language

12 HEALTH AND VISAS

Agents and guests are required to ensure that all such requirements are attended to as Cullinan Guided Journeys accept no responsibility in this regard.

13 LUGGAGE

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

14 RIGHT OF ADMISSION RESERVED

Cullinan Guided Journeys shall at its discretion arrange seating of guests, and other conduct rules, and reserves the right at its discretion to decline to accept or retain any person as a guest. Guests shall obey lawful instruction of any employee of Cullinan Guided Journeys.

15 SMOKING

Smoking is not permitted on any guided tour. Regular comfort stops are included en route.

16 CHECK IN TIME



Guests shall check in at all departure points at least 30 minutes before the scheduled departure time. Cullinan Guided Journeys do not accept responsibility for any guests who fail to comply with this condition.

17 DELAYS

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

18 RESPONSIBILITY

Cullinan Guided Journeys carry comprehensive passenger liability insurance, details of which will be made available on request. Cullinan Guided Journeys are not responsible for any damages sustained by any guest 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 the agent of such hotel, airline or other person. Cullinan Guided Journeys strictly follow the SA Government approved TBCSA Health and Safety COVID-19 Protocols. Should guests present COVID-19 symptoms, COVID testing and quarantine will be at their own cost. We recommend that you ensure that your guests take adequate personal travel insurance cover before departure from home.

19 ALTERATIONS

All tours, charters, hires, itineraries, travel arrangements, hotel accommodation and other arrangements are subject to alterations or cancellations at any time without prior notice and for any reason, at the sole and absolute discretion of Cullinan Guided Journeys. Cullinan Guided Journeys shall not be responsible for any damages whatsoever arising from any such alterations or cancellation.

20 STANDARD AND SAFETY

Cullinan Guided Journeys undertake that:

20.1 Vehicles provided are large enough to accommodate the number of guests and luggage as is specified in Clause 13

20.2 All drivers are licensed in terms of local legislation

20.3 All vehicles are safe and comply with relevant safety regulations

21 PROTECTION OF PERSONAL INFORMATION ACT ("POPI")

21.1 "Operator" means an operator as defined in the Protection of Personal Information Act, 4 of 2013;

21.2 "Personal Information" means personal information as defined in the Protection of Personal Information Act, 4 of 2013;

21.3 Protection of Personal Information



You hereby authorise Cullinan Guided Journeys to collect your Personal Information as it is relevant to this Agreement and/or service which we are providing for you or is deemed to be relevant for the provision of such service.

Cullinan Guided Journeys is committed to the adherence of national legislation and regulations pertaining to the safeguarding of data privacy.

Cullinan Guided Journeys shall use information previously provided by you to perform our services and to amongst other things, process invoices, credit notes, statements and any other document related to the services.

You confirm that we may share your personal information with the following persons, who have an obligation to keep the personal information secure and confidential:

1. Employees of Cullinan Guided Journeys who are required to be informed of the personal information in order to attend to the services supplied and;
2. All third parties who may assist us in supplying the services.

We undertake not to disclose your personal information unless it is legally or contractually required to do so.

We agree to use all reasonable efforts to ensure your personal information in our possession is kept confidential, stored in a secure manner and processed in terms of POPI.

You hereby acknowledge and warrant that:

1. Cullinan Guided Journeys is entitled to process and store any such Personal Information in the manner set out in Cullinan Guided Journeys' Privacy Policy, available on the website <https://www.cullinanguidedjourneys.com/>;
2. Cullinan Guided Journeys is entitled and authorised by you to transfer any Personal Information to any of its Operators; and
3. Cullinan Guided Journeys is entitled to store and back-up your Personal Information on its servers.

You confirm that you have read and agree to Cullinan Guided Journeys' Privacy Policy and hereby provide your consent to Cullinan Guided Journeys to process your personal information and acknowledge that you understand the purpose for which it is required and for which it will be used.

22 LAW

The law of the Republic of South Africa shall govern the relationship between Cullinan Guided Journeys and the guest 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 guest or Agent.