

**ROAN TRAVEL (PTY) LTD****STANDARD BOOKING TERMS AND CONDITIONS OF BUSINESS****1. Preamble**

- 1.1. It is the Client and/or Traveller's responsibility to familiarize himself/herself with all the terms and conditions contained herein and to familiarize himself/herself with all the terms and conditions of the chosen services offered by the various Suppliers.
- 1.2. The Client and/or Traveller acknowledges that every service as chosen may be supplied through a different Supplier and that each Supplier has its own standard terms and conditions and that it is the responsibility of the Client/Traveller to familiarize himself/herself with all the terms and conditions of the specific Suppliers before confirming any booking.
- 1.3. The Company may refer to itself as an "agent" from time-to-time but is not an agent for any third parties.
- 1.4. These terms and conditions will govern all future dealings between the Parties and may be amended from time to time.

2. Interpretation

In these Terms and Conditions, unless the context clearly indicates to the contrary, the following words and expressions shall bear the meaning hereinafter assigned to them –

- 2.1. **"The Company"** shall mean Roan Travel (Pty) Ltd, and/or anyone acting for or on behalf of the Company, provided such person has been duly authorised and is acting within his or her scope of duty;
 - 2.2. **"The Client"** shall mean the person who uses the Services of the Company including, but is not limited to, a person who makes use of the Services for his own benefit or on behalf of any other person;
 - 2.3. **"The Conditions"** shall mean these terms and conditions and those of the Company, where applicable;
 - 2.4. **"Confidential Information"** means all information of a private or confidential nature not in the public domain, including, but not limited to, an individual's personal information as defined in POPI;
 - 2.5. **"Data Management Services"** means the storage, filing and updating facilities and/or services that may be rendered to the Client, pursuant to the Client's request, including the management of the Client's or Traveller's Personal information, Client data, and any other confidential information on the Company's databases, inclusive of any ancillary or incidental services as contemplated herein;
 - 2.6. **"Loyalty Programme"** means all third-party rewards or benefit programmes in respect of which a Client or Traveller receives or ought to receive rewards or benefits of whatsoever nature as a result of utilising the services or products of such third party;
 - 2.7. **"The Traveller"** shall mean any person (whether or not such person is the Client who utilises or obtains any benefit from the Services of the Company). The Traveller shall include a potential Traveller;
 - 2.8. **"The Travel Designer or Travel Planner"** shall mean any other party who has made or secured any travel bookings or arrangements for the **Client and/or Traveller**;
 - 2.9. **"The Services"** shall mean the services of the Company through which a **Traveller** may request and book any travel or other service, product or matter incidental thereto of whatsoever nature to or for the **"Client or the Traveller"**. The aforesaid shall be used interchangeably and shall include, inter alia, but not be limited to the booking of reservations for accommodation, transport, or the like (whether by air, sea, land or otherwise), other service or facility;
 - 2.10. **"Online"** means an internet-based website that provides access to the Company or Supplier inventory;
 - 2.11. **"Peripheral Requirements / Services"** shall mean, inter alia, obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve and other bank approvals, use of credit cards, customs, and immigration regulations as well as other peripheral requirements or services requested by the Client and/or Traveller;
 - 2.12. **"Supplier"** shall mean the provider of air travel, accommodation, transport, tour operators, car hire, and all other relevant services or products available through the Company.
- 3. Authority & Standard Terms and Conditions**
- 3.1. Any person using the Company's services is deemed to have read and accepted these Terms and Conditions and to have the authority to do so on behalf of the Traveller.



3.2. Any person using the Company's services is deemed to have read and accepted the Terms and Conditions of any Supplier as per the chosen service and to have the authority to do so on behalf of the Traveller.

4. **Booking Procedure**

- 4.1. Get in touch with the Company via email or phone. Any requests for price quotes and reservations will receive written responses. For booking confirmations, changes, or cancellations, written communication with the Company is required. When making an enquiry, please provide comprehensive details. If you have any specific requirements, kindly submit them in writing, and the Company will endeavour to accommodate them. Our cancellation policy applies to all reservations.
- 4.2. In order to secure a booking, the Company requires a non-refundable commitment fee of 25% of the quoted costs. It is important to note that certain Suppliers may require full or partial payment to guarantee and confirm the reservation. If flights are arranged through the Company, the full cost of the flights will be required before any bookings are confirmed. Hence, the Company may ask for a higher deposit to process the booking. All Traveller's must obtain comprehensive travel insurance.
- 4.3. The remaining balance must be paid 56 days prior to the travel date, unless otherwise stated in your quotation.
- 4.4. The quoted prices are valid for the specified dates and may be subject to adjustment if the requested services are not available at the time of booking. Any changes to the quotation requested by the Traveller and resulting in additional costs, will be billed to the Traveller. Prices are also subject to change in the event of government-imposed taxes, fuel price increases, airfares, hotel charges, tourism levies, or the introduction of national, regional, or local taxes or levies of any kind. Prices for Supplier services may vary, but such changes will be communicated to the Traveller in writing whenever possible.
- 4.5. By accepting the quotation, it will be considered as an acknowledgment and acceptance of the Company's Terms and Conditions of business.
- 4.6. In the event of there being an unscheduled cancellation/postponement/extension to the booking caused by flight delays, acts of nature, virus pandemics, strikes, terrorism or any other cause that is beyond the control of the Company, expenses relating to these unscheduled cancellations/postponements/extensions (hotel accommodation, etc.) will be for the Client's account.
- 4.7. In the event of there being any increase in any of the foregoing costs prior to the issuing of the documents, such variation shall be for the Client's account and payable on request by the Company, as shall any increase in the price(s) quoted arising from the fluctuation in rates of exchange, availability and seasonal changes and increases.
- 4.8. Travel documents will not be issued until such time that full payment is cleared by the Company's and/or Supplier's bankers. The onus will be on the Client to check that there have been no changes in the price prior to making full and final payment. Airfares are subject to the fare and fare rule conditions quoted by the airlines and cannot be guaranteed by the Company before payment.

5. **Payment**

- 5.1. Prices and Bookings are not guaranteed until tickets have been paid for in full and issued and are subject to change at any time prior thereto.
- 5.2. We accept all major credit cards (such as Visa and Mastercard and American Express by special arrangement), if accompanied by satisfactory identification. For credit card payments the Company will send a secure link. If you opt to make payment with a credit card, the Company will need to convert the USD/EUR or other foreign currency payment into South African Rand using the prevailing bank selling rate of exchange on the day of payment processing. This conversion is necessary to comply with South African foreign exchange regulations. Please note that credit card payments may be subject to a card fee, which your Travel Planner will communicate with you.
- 5.3. The Company reserves the right to investigate, check and validate any form of payment presented for reservations, and based on information provided by their agents, reject, cancel or change reservations without further consultation with no obligation of providing reasons for doing so. The Company will not be liable for the information provided by third parties with regards to payment validation.



- 5.4. Electronic funds transfer (proof of payment must be e-mailed to the Company) and will be verified before the release of travel documentation or confirmation.
- 5.5. The Company and/or Suppliers do not accept payments made by cheques.

6. Cancellation

- 6.1. Cancellations are only effective on receipt of a written cancellation.
- 6.2. Cancellation charges will be levied when Traveller's cancel their confirmed reservations as follows:
 - 6.2.1.1. Between Confirmation and 57 days prior to arrival: (travel) 25% of Total Booking (i.e. Commitment Fee)
 - 6.2.1.2. Between 56 days and 43 days prior to arrival = 50%
 - 6.2.1.3. Between 42 and 31 days prior to arrival = 75%
 - 6.2.1.4. Less than 30 days prior to arrival = 100%
- 6.3. The Company contracts for services and accommodation with various Suppliers who have their own payment and cancellation policies. These policies may differ by Supplier and may be more stringent than the Company's T's and C's and must be adhered to. Consequentially, the Supplier's terms and conditions may override these terms and conditions to such an extent.
- 6.4. All Suppliers will require a partial or full payment upfront to confirm a booking. On cancellation, this larger deposit may therefore be forfeited as per the third party's cancellation policy.
- 6.5. The onus of timeously notifying Principals/Suppliers of required cancellations in accordance with those terms and conditions shall remain exclusively with the Client. The Client acknowledges that some tickets are non-refundable (irrespective of circumstances), whilst others may require significant notice periods, and furthermore these terms and conditions may vary with large group or block bookings. Any failure to cancel any booking will result in a total booking cost remaining payable by the Client.
- 6.6. Peak Season and Festive Season cancellation policies are more stringent; thus, it is very important to be aware of the cancellation policy, which comes into effect as soon as a booking is confirmed. Cancellations are only effective on receipt of a written cancellation.

Cancellation charges for Peak Season and Festive Season will be levied as follows -

- 6.6.1. The Company's 25% commitment fee is forfeited if a confirmed booking is cancelled.
 - 6.6.2. Cancellation fees in accordance with the Terms & Conditions as per Hotel/Lodge will be forfeited.
 - 6.6.3. For all flights booked through the Company, refund requests (if permitted by the fare class) will be submitted to the airline. Once the Company receives the refund from the airline, it will be refunded to the Traveller.
 - 6.6.4. Certain tickets are completely non-refundable according to airline rules and various other third party's terms and conditions. Cancellations for any reason whatsoever, including medical reasons, death, terrorism, strikes, wars, virus pandemics, acts of nature, an airline's default or government travel warnings will not entitle the Client to any refund in the case of non-refundable tickets nor of waiving the cancellation penalties in the case that the tickets can be refunded. In the case of refundable tickets, the airline may apply a handling fee according to their fare terms which fee will be passed on to the Client/Traveller.
- 6.7. Out-of-season cancellations are subject to the Company's standard Payment and Cancellation policies.

7. Date changes

- 7.1. Availability of seats and date change fees are subject to the Supplier policies and fare or rate terms and conditions. The Company can advise about the policies regarding a specific itinerary on request.
- 7.2. The Company can assist in making date changes for an additional charge or as per agreement. Please enquire with the Company regarding these additional charges. These charges will be in addition to the date change fees charged by the Supplier, including, airlines and other Suppliers. Some Suppliers may not allow date changes. To change the travel dates of such tickets, the travel document must be submitted for a refund or used in exchange for payment for new travel purchased for new travel dates. (Please refer to the section on Cancellations, above).



8. Routing changes

- 8.1. Once tickets have been issued, routing changes (including adding, removing, or changing stopovers or connections) may not be permitted by all airlines or other Suppliers.
- 8.2. If a routing change is needed, the ticket may need to be submitted by the Company to the Supplier for a refund and a new ticket purchased for the new travel routing.
- 8.3. (Please refer to the section on Cancellations, above.) Please check terms and conditions, as in certain cases, the travel might not be exchangeable or non-refundable as specific terms and conditions might apply.

9. Reconfirming flights / tickets

- 9.1. The Company recommends that Traveller's reconfirm each flight, even if the airline says that it is not required. Where online seat allocation and check-in exists, the online process will replace all other arrangements.
- 9.2. It is the Client/Traveller's responsibility to check that pre-seating has been done correctly and that the Traveller is in possession of his required boarding passes if these services are requested by the Client.

10. Airline default / involuntary schedule changes

- 10.1. The Company takes no responsibility in the event of an airlines or Supplier's default or cessation of service on a ticketed route or schedule change.
- 10.2. Travel insurance that covers airline default is highly recommended. Traveller's are advised to acquaint themselves with the terms of such insurance, particularly the exclusions, and to consider the adequacy of such insurance relative to their needs.

11. Disabled Traveller's

- 11.1. On charter flights, it is possible to transport wheelchairs, but please be aware that there may be an extra fee due to limited space. It is crucial for the Company to be informed well in advance if the Traveller will be travelling with a wheelchair.
- 11.2. While the Company is happy to provide guidance regarding holiday options, it is important to note that many remote areas in Africa lack elevator or ramp accessibility.

12. Delivery

Travel documentation will only be sent to the email address as provided once Bookings have been paid for in full, but if information has been provided prior to finalization or full payment, it is for information purposes only and cannot be interpreted as confirmation.

13. Insurance

- 13.1 It is a condition of travel with the Company, that all Clients and/or Traveller's acquire comprehensive travel and medical insurance that provides coverage for themselves, as well as any accompanying dependents or companions throughout the entire duration of the trip. The Company urges the Client to take out additional insurance cover over and above the phase one insurance offered free as standard for international travel by the various credit card companies. It is the Client's responsibility to check the specific details of the complimentary cover with his/her respective credit card company directly. It is highly recommended that clients acquire travel insurance that includes coverage for trip cancellation "for any reason." It is important to be aware that most travel insurance companies impose a specific time limit for purchasing insurance after confirming the trip. Therefore, it is crucial to identify this timeframe in order to ensure coverage for the trip. This insurance should encompass various aspects, including but not limited to:

- 13.1.1. Trip cancellation and curtailment;
- 13.1.2. Emergency evacuation expenses;
- 13.1.3. Medical expenses;
- 13.1.4. Repatriation expenses;
- 13.1.5. Default arrangements;
- 13.1.6. Loss, theft, or damage to personal baggage, money, and goods.



- 13.2 The risk of a failure to obtain adequate insurance cover shall be solely on the Client/Traveller and the Company along with its representatives, employees, and agents, shall not be liable for any loss, harm, damage, and costs of whatsoever nature and howsoever incurred in connection with the Client/Traveller's travel arrangements in relation to, but not limited to any of the aforementioned or other unforeseen circumstances. Accordingly, all queries must be addressed to the Client and/or the Traveller's principal insurer, as the Company shall in no way be held responsible for any and/or all information advanced by any of its staff or representatives in this regard.
- 13.3 If the Traveller does not possess the required insurance coverage, they will be directly billed by the relevant service providers for any emergency services they may require or may find themselves unable to access such services.
- 13.4 Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only and the Company will not be under any responsibility or liability whatsoever in relation thereto.
- 14. Peripheral requirements**
- 14.1. The Client may book any Peripheral Requirements or Services, provided however, that the Company shall not be held liable for ensuring that these Peripheral Requirements and Services are provided correctly or timeously or at all, nor ensure the accuracy of any information or any lack of information relating to such Peripheral Requirements and/or Services.
- 14.2. The Company does not determine the cost of some of these services but will charge specific service fees for these Peripheral Services and any assistance is accordingly rendered at the Client's/Traveller's sole risk.
- 15. Traveller's Details and Documents**
- 15.1. It is important that the Client provide the Traveller's full name as per the passenger/s travel documents (Identity document or passport). Failure to do so could result in the Traveller being denied boarding or facing deportation due to name mismatch information.
- 15.2. The Client must ensure that all the travel arrangements, itinerary details and documents are correct on receipt thereof. Once documents have been issued, name changes are not permitted to airline tickets and any change thereto will require that the ticket/s is submitted for a refund and a new ticket is issued. Any financial penalties imposed by the service provider(s) because of name changes will be payable by the Client.
- 15.3. Other documents that may be required for the Client's journey are the Client's identity document/passport, an international driver's license, visas, insurance, unabridged birth certificates if minor children are travelling, inoculation certificates and hotel, car and tour vouchers. The Client is to ensure that he/she checks all these documents at the time of issue where applicable, prior to the Client's departure.
- 16. Passports, visas and health**
- 16.1. The Client is responsible for obtaining any necessary visas and travel permits for all countries that the Client will be travelling to or transiting through, and for informing him/herself as to which countries/areas within countries require visas and/or special permits.
- 16.2. Visa and entry requirements may vary depending on the Client's nationality, the length of stay, and the purpose of the visit, among other factors. Visa information and visas can be obtained by contacting the Consulate or Embassy of the countries involved or from a visa service company.
- 16.3. It is required that the Client establishes what the required criteria is for the obtaining of a visa and ensures that the Client adheres to the requirements set out by the Embassies, Consulates or their representatives. It is entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time and that the Client's passport will be valid for 6 (six) months to 1 (one) year after the Client's return to his/her home country and contains sufficient blank pages (at least 3 clear pages for visa issuance) and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, where required, have been obtained.



- 16.4. **Travellers are advised that all minors (under the age of 18 years) travelling through the borders of Botswana and/or Namibia and/or South Africa must produce either original versions, or certified / notarised copies of unabridged birth certificates in addition to their valid passports. An Unabridged Birth Certificate is a birth certificate containing information on both biological parents or legal guardians.**
- 16.5. If one parent is not travelling with the child or the child is travelling with a guardian, a certified / notarised affidavit (signed by both parents) consenting to such travel should be presented. Alternatively, a certified copy of the parent's death certificate will be required if applicable.
- 16.6. Where an Unabridged Birth Certificate is in any language other than English, it must be accompanied by a certified / notarised translation issued by a competent authority in the home country.
- 16.7. It is the responsibility of the Traveller to ensure that all children under the age of 18 have the correct documents. This law is being enforced by airlines and immigration officials and noncompliance will result in Travellers being denied boarding of the aircraft in their home country.
- 16.8. It is specifically noted that the Company cannot be held responsible for: Denial of the Client's visa application for any reason; Denial of entry into any country for whatsoever reason; Delay of issuance of the Client's visa by the relevant Consulate or High Commission; Loss of the Client's passport(s) by the consular offices and/or courier; Change in visa costs and requirements; Financial losses incurred as a result of a visa application being denied; Passport application delays; Incorrect issuance of a passport or visa.
- 16.9. Health: the onus is on the Traveller to ensure that all the required vaccinations and inoculations for the countries being visited have been obtained.
17. **WARNING - Malaria and other tropical diseases**
- 17.1. Certain parts covered by the Client's itinerary may be areas where there is a high risk of malaria and other tropical diseases.
- 17.2. The Company strongly recommends that the necessary precautions be taken in this regard and further recommends that the Client check with his/her medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon the Client's arrival in Africa or any other tropical or sub-tropical destination. If the Client has not done so prior to departure, it is imperative the Client do so upon the Client's return.
18. **Loyalty Programs**
- 18.1. The Company shall not be responsible for any failure to obtain the benefit of a Loyalty Program on the Client/Traveller's behalf; it shall be the sole responsibility of the Client and/or Traveller to ensure that the requirements of such Loyalty Programs are adhered to, and that the relevant Loyalty Program operator is duly notified.
- 18.2. The Client indemnifies the Company against all claims by any third party of whatsoever nature and howsoever arising in respect of any failure to procure rewards or benefits from any Loyalty Program.
19. **Foreign exchange**
This may be purchased up to 60 (sixty) days prior to departure. Foreign exchange regulation compliance is the Client's exclusive duty.
20. **Confidentiality**
- 20.1. In compliance with all South African protection of personal information (POPI) or data privacy legislation that will be applicable, the Traveller and/or Client (on behalf of the Traveller – duly authorised thereto) hereby acknowledges and provides my/their consent and authorises the Company to process, share (with any third party Suppliers that are rendering travel services as selected by Client) and stores all my/their personal information (including but not limited to personal identification number), as uploaded and supplied on Roantravel.com for the sole purpose of rendering the Service.
- 20.2. Although the Company will endeavor to maintain the confidentiality of such information, once distributed to third parties, the confidentiality can no longer be guaranteed by the Company and the Company accepts no liability in terms hereof on behalf of any third parties.



20.3. The Client acknowledges that it may become possessed of Confidential Information proprietary to the Company, such as, without limiting the generality of the afore-going, rates, service fees and contractual arrangements with Suppliers. The Client undertakes to maintain the confidentiality of such information and not to disclose or distribute such information to third parties without the Company's prior written consent, acknowledging that a breach of the undertaking could result in the Company suffering damages.

21. Departure Tax or tourism levies or selected country taxes or charges

- 21.1. Certain destinations may require additional levies, taxes or charges which are payable in cash locally upon departure. These costs are not included in the prices quoted.
- 21.2. The above charges or departure taxes are subject to change without notification, and it is not always possible for the Company to inform the Client and/or Traveler in advance.
- 21.3. Furthermore, the currency in terms of which such taxes may be payable is also subject to change and it is the Client/Traveler's responsibility to ascertain the amounts and currency requirements prior to departure.

22. Baggage

- 22.1. The Client/Traveller is required to check the Principal/Supplier's baggage conditions to ascertain their free baggage allowance and excess baggage costs.
- 22.2. The Client/Traveller is required to familiarize themselves with unacceptable baggage items in terms of the International Civil Aviation Organisation (ICAO) technical instructions as well as the International Air Transport Association (IATA) Dangerous Goods Regulations – refer to <https://www.iata.org/en/programs/ops-infra/baggage/check-bag/> for information and links. For safety reasons, dangerous articles must not be packed in checked or cabin baggage. Restricted articles include but are not limited to, compressed gasses, corrosives, explosives, flammable liquids, oxidizing materials, poisons, and infectious substances.
- 22.3. Generally, air travel passengers are allowed 1 (one) piece of hand luggage with specified weight and size requirements. These requirements are indicated on ticket confirmations and on the airline website. Additional weight and size may require the passenger to check such baggage in as checked baggage which may incur increased charges.
- 22.4. Certain flight services are operated independently by charter services that have a strict luggage policy of 15-20 kg per person in a soft bag. This includes camera equipment and hand luggage.

23. General Miscellaneous Terms

- 23.1. The Services provided in any booking or package, including transportation, meals, entrance fees, accommodation, and other facilities, are specifically detailed in the itinerary agreed upon by the Client/Traveller. The Company has no direct control over the suppliers and therefore assumes no responsibility for any injuries, damages, losses, accidents, delays, irregularities, or inconveniences caused by any defects in the services provided by the Suppliers or any negligent acts or omissions of the Suppliers or their employees or agents.
- 23.2. The Company is not liable for any losses, damages, or expenses incurred by the Traveller due to the loss or damage of any property, tour cancellations or curtailments, sickness, quarantine, weather conditions, war, strikes, riots, or any other cause, regardless of whether it is caused by the Company's negligence or not.
- 23.3. Errors and Omissions Excepted. Whilst the Company will make every effort to ensure the accuracy of the pricing information provided, errors do occasionally occur. As soon as we become aware of such errors, we will notify you as soon as reasonably possible. In the event that a booking is already in place, you will have the choice of continuing with the chosen itinerary at the corrected price or amend the itinerary. In the absence of an agreement as aforesaid, the Company reserves the right to cancel the booking and refund it in full.
- 23.4. The Company is not liable for any losses, damages, or expenses if a tour is interrupted by sickness or an accident, regardless of whether it is caused by the Company's negligence or not. No refunds, whether partial or total, will be issued for any money paid.
- 23.5. Travellers are solely responsible for complying with the necessary requirements set by police, customs, immigration, health, and other authorities upon arrival, departure, and during transit in every country.



While the Company will provide the latest information on such regulations and restrictions before departure, it is not responsible for any inaccuracies or omissions in this regard. For your convenience, the Company may refer Travellers to a free site known as "TravelDoc" (or a similar site should a better one be available) which verifies passengers' international travel documentation, including visa and health requirements (including those related to covid-19), it will quickly check documentation against travel restrictions imposed on the passenger by the authorities in the transit or destination country. An online Document Rule Library (APP or WEB) that displays each country's immigration, health, safety and customs requirements is also available. Please visit TravelDoc at <https://www.traveldoc.aero> however, the company cannot be held responsible for any errors or omissions in relation to the information provided and the ultimate responsibility therefore remains with the Client and/or Traveller.

- 23.6. The Company reserves the right to refuse or retain any Traveller as a member of a group or on a tour if the Traveller has not paid the required amounts or if they interfere with other group members or cause disruptions. The Company also reserves the right to demand payment from the Traveller for their travels if the necessary funds have not been paid prior to the Traveller's departure.
- 23.7. All information provided in the Company's itineraries, and price inserts is believed to be accurate, but the Company assumes no liability for any inaccuracies contained therein.
- 23.8. The Company reserves the right to change or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles, or arrangements if necessary. Whenever possible, substitutes of equal value will be offered.
- 23.9. If the Company determines that the fulfilment of a tour is impossible, illegal, or inadvisable due to weather conditions, avalanches, strikes, war, government interference, or any other cause covered above and contradicts the Company, the Company may cancel or alter the tour as it deems appropriate. Any losses and expenses resulting from such cancellation or alteration will be the responsibility of the Traveller.
- 23.10. Airlines: If confirmed space is cancelled or unused for any reason, 25% to 100% of the applicable airfare will be forfeit. Changing a reservation may incur a penalty. Extension of ticket validity is not allowed except in cases of hospitalization due to illness or the death of an immediate family member. The airlines are not liable for any incidents occurring when passengers are not on board their aircraft or conveyance. The passengers' tickets issued by the airline or other carriers constitute the sole contract between the airlines and the ticket purchaser/passengers. Note that some flying services are independent charter operations and they are responsible for the flights.
- 23.11. Delays: The Company cannot be held responsible or liable for any delays or additional costs resulting from airline schedule disruptions.
- 23.12. Wild Animals: It should be noted that certain lodges in Africa are not enclosed by fences, and the areas visited may contain wild animals. While attacks are rare, there is no guarantee that such incidents will not occur. The Company, its employees, and agents cannot be held responsible for any injuries or occurrences within wildlife areas. The Company is not obligated by any verbal or written statements, promises, warranties, or guarantees that are not explicitly stated in this document or agreed upon in writing by one of its directors. No statements, terms, warranties, or conditions, whether expressed or implied, should be considered as having been made or agreed upon based on other writings, advertisements, or conversations.
- 24. Interpretation, law applicable and jurisdiction**
- 24.1. Words implying the singular shall include the plural and vice versa, words importing one gender shall include any other and reference to natural persons shall include legal entities and vice versa.
- 24.2. The rule of construction in terms of which any ambiguity in the interpretation of these terms and conditions shall be interpreted against the Party responsible for the drafting of same shall not apply.
- 24.3. This agreement is governed by South African Law. The Parties hereby consent to the jurisdiction of the appropriate Magistrate's Court regarding any action and/or proceedings based on/or arising from these Terms and Conditions.
- 24.4. This document reflects the only and full agreement between the Client and the Company and there exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship.



- 24.5. The Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Company or otherwise that is not included herein. No variation and/or extension thereof shall be valid unless agreed to by the Parties in writing. In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by the Company, this document will always have preference.
- 24.6. The Client will be liable for all legal fees on an attorney and own client scale if the Company must engage a lawyer to enforce or defend any of its rights or otherwise.

25. Arbitration

Any dispute, difference or question which may arise at any time hereafter between the Parties touching the true construction of the terms and conditions or the rights and liabilities of the Parties hereto shall, unless otherwise herein expressly provided, be referred to the decision of a single arbitrator to be agreed upon between the Parties, or, in default of terms and conditions for 14 (fourteen) days, to the appointed arbitrator at the request of either Party in accordance with, and subject to, the expedited rules of the Arbitration Foundation of South Africa, which order shall be binding on the Parties.

26. Limitation of liability

- 26.1. Neither the Company nor any related company or employee and representative shall be liable for any injury, illness, harm, trauma, death to the Client or any other passenger and/or loss of or damage howsoever caused (such as, but not limited to, acts of nature, terrorism, strikes etc.) and the Client indemnifies the Company accordingly. The Company, its directors, employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damage whatsoever even though this may be due to negligence on the part of the Company's employee(s) or the Supplier or any agent of the Company.
- 26.2. Due to the fact that the Company is only acting as an intermediary and as an agent of the Client/Traveller, all risk inherent in utilizing the services of the Principal/Supplier, including, but not limited to, the liquidation of such Principal/Supplier or the ramifications of such Suppliers not being registered with an appropriate international governing body requiring the maintenance of certain standards and/or safety regulations, shall remain with the Client/Traveller.
- 26.3. All amounts paid to the Company in respect of the Services shall be deemed not to be held in Trust by the Company and accordingly, any amounts paid over to third party Principals/Suppliers, are paid over on the Client's behalf pursuant to an implied instruction from the Client when confirming a Booking and effecting payment of a Supplier/Principal's usual fees or charges or deposits.
- 26.4. The Company will not be liable for the failure of any Services rendered by any Suppliers to a Traveller as chosen through the Company and the Client indemnifies the Company in terms hereof.
- 26.5. Should any Client/Traveller request to have flights booked on non-IATA registered airlines through the internet or General Distribution System, and remain insistent on confirming such travel arrangements, despite the fact that non-IATA registered airlines are not subject to stringent safety audits and there are no financial stability checks and no commitment to IATA service standards, the Company will accordingly not be responsible for any liability for any financial or safety implications that may arise from the use of such airlines.

27. Responsibility / release and assumption of risk

By agreeing to these Standard Terms and Conditions -

"I understand and am aware that during the trip in which I will participate under the arrangements of the Company and its agents, associates, affiliated companies, or subcontractors, certain risks and dangers may arise, including but not limited to the hazards of travelling in unsafe areas or under unsafe conditions, the hazards of travelling in politically unstable areas, the dangers of civil disturbance and war, the forces of nature, the negligent or reckless acts or omissions of, and/or the bankruptcy, insolvency or cessation of services by, the Company's affiliated companies, airlines, other third parties or subcontractors.



ROAN TRAVEL

In consideration of, and as part of the payment for, the right to participate in such air itineraries, I have and do hereby expressly assume all the above risks.

The terms of this agreement shall serve as a release and express assumption of risk for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me.

I have read and fully understand the provisions and the legal consequences of this Release and Assumption of Risk and I hereby agree to all its conditions, especially noting and agreeing to the portion of this provision that releases the Company and its agents, employees, officers, directors, associates, affiliated companies, and subcontractors, to the extent permitted by law, from liability for the negligent or reckless acts or omissions of the Company's affiliated companies, airlines and subcontractors.

I accept full responsibility for notifying and bringing all the above contents to the attention of all other persons on whose behalf the booking has been made, and I accordingly indemnify the Company against any claims made by any or all other Travellers."