

# TERMS AND CONDITIONS

## 1. Contracting Parties

- 1.1 The customer is either:
  - 1.1.1 a sub-agent who contracts with the Business (as defined in Clause 1.2), on behalf of third party travellers (the client/s of such sub-agent); or
  - 1.1.2 a traveller/s, booking and contracting in his/her/its personal capacity, with the Business (as defined in Clause 1.2); or
  - 1.1.3 a corporate or other entity booking and contracting in their capacity, with the Business (as defined in Clause 1.2).
- 1.2 Eco South Africa – Eco South Africa Tours (hereafter referred to as Eco South Africa Tours), is a business division of Eco South Africa , a company duly incorporated in accordance with the Company Laws of South Africa, Registration Number 2015/011538/07.
- 1.3 The Business carries on business under the regulations of the Association of South African Travel Agents (“ASATA”) and provides the customer with travel and other related services on behalf of principals and/or other agents engaged in, or associated with the Travel Industry, including inter alia, airlines, tour operators, hotels, car hire/vehicle transfers and tourist activities (“the Supplier/s”).
- 1.4 The Business acts solely as an agent/broker on behalf of the Supplier/s and accordingly on receipt of any booking enquiry. The Business communicates with the Supplier/s concerned and endeavours to secure the necessary reservations, pricing and arrangements making up the booking enquiry.
- 1.5 The customer chooses as his/her/its domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, arising from any transaction or claim, which is governed by these terms and conditions, the physical address and facsimile number set out in the customer particulars schedule. Any notice given by any party to any other, which is transmitted by facsimile copy to the addressee at the addressee’s facsimile address for the time shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission thereof.

## 2. Exclusion of Liability, Suppliers Terms & Risk

- 2.1 The Business utilises the products of various travel suppliers (“the Tour”).
- 2.2 While the Business makes every effort:
  - 2.2.1 to engage quality suppliers among the airlines, hotels, tour operators and other service providers to provide the travel products making up the Tour offered by ECO South Africa Tours; and
  - 2.2.2 to ensure that the various services making up the Tour will be carried out efficiently and as specified, it does not have direct control over the provision of services by suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any supplier in carrying out the arrangements of the Tour, or otherwise in connection therewith.

- 2.3 The Business accepts no liability for:
- 2.3.1 changes, omissions or delays before or during the course of the Tour occasioned by technical difficulties, weather conditions, communication breakdowns or events beyond the control of the Business;
  - 2.3.2 any cancellation or curtailment of the Tour as a result of the customer's personal circumstances, e.g. death or illness, "the Changed Circumstances Event/s" All expenses occasioned by the Changed Circumstances Event/s, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs, etc, will be for the customer's account.
- 2.4 If, in the opinion of the Business, the fulfilment of the Tour is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and/or any other adverse factors beyond the Business' control, the Business may at any time cancel the Tour or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the account of the customer.
- 2.5 Further to ECO South Africa Tours cancellation policy in Clause 7, all bookings are further subject to the terms and conditions specified by the supplier of the services which make up the Tour, excluding cancellation terms. The Business will provide on request, the identity of the supplier and such supplier's terms and conditions may include, but are not limited to, provisions regarding the cancellation fees or amendment fees applicable to confirmed reservations, refunds / no refunds for no-shows / unused services; late booking fees; baggage allowances; confirmation of flights, etc. In the case of airlines, the general cancellation fee applicable to tickets issued, is 100% (one hundred per centum); the typical baggage allowance 20kg; extension of ticket validity is not permitted and the customer must reconfirm his/her flight within 72 hours prior to departure.
- 2.6 Save in the event of wilful misconduct or gross negligence by the Business, neither the Business nor its holding or parent company or representatives shall be liable for any loss, injury, death or damages, arising from the Tour.
- 2.7 The Business will not be responsible for any charges that appear on a traveller's credit card not levied/effected directly by the Business (e.g. a credit card charge by a hotel), nor accept responsibility for having any of these charges reversed or corrected upon the traveller's return to his/her country of departure/final destination.
- 2.8 Where the customer is a sub-agent, and it is contracting with travellers, and such traveller's participation in the Tour offered by the Business is subject to these standard terms and conditions and the sub-agent should provide a copy of same to the traveller on request. The sub-agent, or traveller in question, indemnifies and holds the Business harmless against all claims for damages, loss, injury or expense, which any traveller may claim against the Business in the event that such claim is excluded under the terms and conditions set out herein.
- 2.9 Where the customer books travellers who are members of the customer's group, including but not limited to family members or minor children, the customer in question, in booking, indemnifies and holds the Business harmless against all claims for damages, loss, injury or expense, which any such member of the group may claim against the Business in the event that such claim is excluded under the terms and conditions set out herein. This indemnity shall be binding on the estate of the customer who so indemnifies the Business.

### 3. **Quoted Prices & Price Variations**

- 3.1 Current prices and services are detailed on the rates provided, as contracted, and are quoted in South African Rands unless otherwise stipulated. ECO South Africa Tours expressly reserves the right to amend price quotations in the event of unforeseen increases in supplier tariffs, taxes or other Government levies, tourism levies, fuel prices, other taxes of whatever nature or other factors beyond its control.
- 3.2 All rates are calculated inclusive of VAT.
- 3.3 All quotations are valid only to the expiry date stated in the quotation (14 days from issue of quote) and are subject to adjustment if the services quoted are not available at the time of booking. Quotations are based on itineraries and requirements specified by the customer. Upon acceptance, any amendments requested by the customer or traveller, which incur extra costs, are for the customer or traveller's account, as the case may be.
- 3.4 The Business reserves the right to adjust prices, on expiry of any period of validity of a price schedule/quote issued by the Business, by way of a revised price schedule/quote, in accordance with, e.g. increases in airfares, hotel rates, transport costs and currency fluctuations.
- 3.5 Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by the Business. Tours include a standard net airfare provided by the respective airline. Such airfares exclude airport taxes and fuel surcharges as levied by the airlines.
- 3.6 All information contained in the Business's itinerary and price schedules are to the best of the Business's knowledge and believed to be true and correct, but the Business accepts no liability for any errors/inaccuracies contained therein.
- 3.7 Terms and conditions, including any exclusion of bookings, or discounts applicable to minor children, are as set out in the specific price schedule, or quote.
- 3.8 Prices set out in the price schedule/quote do not include any items or services not specified therein (and/or the brochure and/or the Business confirmation of booking). Typical items not included may be: a tour guide, airport taxes, costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements, gratuities and portage, meals and beverages, or any other item not specified.
- 3.9 In the event of any conflict between these terms and conditions and the brochure terms and/or the Business booking confirmation, the provisions of the brochure terms and/or the Business booking confirmation shall prevail.

### 4. **Reservations**

- 4.1 The Business does not accept any legal or contractual obligations in relation to conditional booking requests. A quotation does not constitute a "binding offer" from the Business, neither as to pricing nor availability. All Tours are subject to availability and are not guaranteed. These Tours or any variation thereof are subject to ECO South Africa's minimum package conditions as stipulated in the booking confirmation.
- 4.2 Once the customer makes a booking request to the Business, whether telephonically, or by facsimile or email, or on the ECO South Africa Tours web-enabled booking system (<http://www.eco-southafrica.com>), the Business shall forward a written quotation of the booking by facsimile or email.
- 4.3 On transmission of the Business confirmation of booking:

4.3.1 a binding contract between the customer shall result on the terms and conditions set out herein, read together with the relevant pricing schedule and/or quote and/or brochure itinerary and/or Business confirmation of the booking; and

4.3.2 the customer shall be liable to pay the tour price as set out in the Business confirmation of booking (alternatively, the price schedule/quote applicable to such reservation).

## 5. **Booking Conditions**

5.1 Should the traveller fail to join a tour, join it after departure or leave it prior to completion, no refund will be made and no credits granted.

5.2 ECO South Africa Tours shall not be liable for any loss, damage or expenses of any nature whatever suffered by the customer or any traveller arising from: a) The loss of or any damage to property; b) The cancellation or curtailment of any tour; c) Sickness, quarantine, weather conditions, war, riots, and/or any other cause of any nature whatever, however caused and whether as a result of ECO South Africa Tours negligence or otherwise.

5.3 Travellers may not carry any unlawful articles or substances whilst travelling. Should any traveller contravene the aforesaid prohibitions, ECO South Africa Tours will be entitled to immediately exclude the offender from the tour and such traveller will be responsible for his or her own repatriation and all costs associated therewith. ECO South Africa Tours will under no circumstance assist any such offender in any dealings or negotiations with any authority.

5.4 Should the Business appoint a driver or tour guide in respect of any tour, then the traveller shall be obliged to comply with all reasonable instructions of such driver or tour guide. The Business reserves the right to terminate the tour of any traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed driver or tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, tour group or service provider.

5.5 ECO South Africa Tours reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. ECO South Africa Tours will offer substitutes of equal value and will inform the traveller of any known changes before departure.

## 6. **Payment and Penalty Fees**

6.1 Payment shall be due and payable by the customer on or before the time periods as set out in the specific business booking confirmation.

6.2 Unless the booking confirmation specifies otherwise, payment terms are as follows:

6.2.1 a non-refundable deposit of 25% of the total price to be paid within 48 hours of receipt of invoice

6.2.2 the balance owing of the total price on the booking to be paid in full no later than 8 (eight) weeks prior to departure date.

6.2.3 in the case of group bookings (10 or more):

- a. For tours booked 5 - 9 months in advance a non-refundable deposit of 25% of the total price to be paid within 48 hours of receipt of invoice; another 35% of total price 16 (sixteen) weeks prior to departure date and the balance owing of the total price on the booking to be paid in full no later than 8 (eight) weeks prior to departure date.

- b. For tours booked 9 months "Plus" in advance a non-refundable deposit of 25% of the total price to be paid within 48 hours of receipt of invoice; another 35% of total price 24 (twenty-four) weeks prior to departure date and the balance owing of the total price on the booking to be paid in full no later than 8 (eight) weeks prior to departure date.
- 6.2.4 in the case of group bookings: get a 2.5% discount on the total price of your booking when you book and pay the total price of your tour within 48 hours of receipt of your invoice.
- 6.2.5 arrangements to be made with ECO South Africa Tours in this regard
- 6.3 In the event of any reservation being made within 8 (eight) weeks of departure date, the total price shall be immediately due and payable within 48 hours of confirmation. No discount applicable for groups in this regard. Cancellation terms apply as per Clause 7.1 below.
- 6.4 Payment method is via electronic funds transfer into the ECO South Africa Tours bank account (as per the banking details reflected on the invoice). Bank charges on foreign currency deposits will be for the customer's account. Should payment be made via credit card, a 2.5% facilitation fee will apply on the amount paid.
- 6.5 ECO South Africa Tours expressly reserves the right to cancel any reservation where payment has not been made on the due date and without prejudice, to claim compensation for all possible damages suffered due to the customers breach and the customer hereby expressly agrees to this.
- 6.6 Interest at 2% above the current prime bank overdraft rate will automatically be applied to all overdue amounts.
- 6.7 In relation to all time periods stipulated for payment in the specific Business booking confirmation, time shall be of the essence and the Business shall be entitled to cancel any reservation where payment (including deposits) has not been made by due date.
- 6.8 Where a deposit has been paid and the reservation is subsequently cancelled by the Business, failure to pay the balance outstanding, the deposit paid to date will be forfeited to the Business subject to Clause 7 below.
- 6.9 Documentation and vouchers will only be sent to the customer on receipt of payment in full and completed booking forms and travel declarations (if applicable) by the Business.
- 6.10 When payment is made in a different currency to the currency quoted in the brochure/quote, then acceptance of payment in a foreign currency must first be approved by the Business, and will be subject to the rate of exchange, applied by the Business's bankers at the time of receipt of payment. The customer shall be liable to effect payment to the Business of any shortfall resulting from exchange rate fluctuations.
- 6.11 The Business reserves the right to charge a booking fee and/or a handling fee which will be included in the total price.
- 6.12 The Business shall be entitled in its sole discretion to appropriate any amounts received by the Business from the customer towards the payment of any cause, debt or amount owing by the customer to the Business whatsoever. Each payment made by the customer to the Business, shall be applied firstly in respect of interest accrued and the balance, if any, shall be applied in reduction of the capital sum.
- 6.13 A certificate under the hand of any director/officer of the Business as to:
- 6.13.1 the existence and amount of any indebtedness at any time of the customer to the Business ("the debt");
- 6.13.2 the fact that the due date for payment of the debt has arrived;
- 6.13.3 the amount of interest accrued on the debt (calculated at prime plus 2%);

- 6.13.4 any other fact, matter or thing relating to the customer's debt and/or obligations, in terms of any booking or indebtedness between the customer and the Business shall for the purpose of provisional sentence or summary judgement or any other proceedings against the customer in any competent court be: i. prima facie proof of the correctness of the matters stated therein; ii. deemed to be sufficient particularity for the purposes of pleading or trial; and iii. valid as a liquid document for those purposes.
- 6.14 Notwithstanding anything to the contrary herein, the customer shall be obliged to pay the Business the whole of the outstanding balance of its debt, together with accrued interest thereon immediately, and the Business shall be entitled to proceed for the immediate recovery thereof without prior notice to the customer and without prejudice to the Business other rights in law and/or without prejudice to any claims which the Business may have against the customer arising from any breach of these terms and conditions or any booking, should:
- 6.14.1 The customer fail to pay any amount due by the customer to the Business in terms of this agreement on the due date for payment thereof; or
- 6.14.2 The customer fails to have any judgment granted against it set aside within 14 (FOURTEEN) days after the date on which any such judgment is granted against the customer; or
- 6.14.3 The customer breaches any material term hereof; or
- 6.14.4 The customer compromises or attempts to compromise with any of its creditors; or
- 6.14.5 The customer commits any act which, if committed by an individual, would constitute an act of insolvency; or
- 6.14.6 The customer is placed in liquidation or judicial management or being wound up, whether provisionally or finally and whether voluntarily or compulsorily.

## 7. **Cancellation & Amended Booking Fees**

- 7.1 Should the booking be cancelled for any reason whatsoever, partially or in full, by or on behalf of the customer the following cancellation fees will be due and payable. All cancellations must be made in writing and shall be effective only on the date on which ECO South Africa Tours receives the written notice of cancellation.
- 7.1.1 The Business cancellation charges as follows: Deposit is non-refundable : 25% of total price 12 – 16 weeks prior to travel date : 50% of total price 8 – 12 weeks prior to travel date : 75% of total price Less than 8 weeks prior to travel date : 100% of total price
- 7.1.2 Any further special cancellation charges that, e.g. may apply for peak periods, as is set out in the Business booking confirmation (which shall take precedence and substitute the cancellation charges due in terms of Clause 7.1.1);
- 7.1.3 All cancellation charges of the supplier/s of the products and services, to which the booking relates, save that the liability of the customer shall be in respect of the greater of either the cancellation charges in respect of this Clause 7.1.3, or the cancellation charges due in terms of Clause 7.1.1 or 7.1.2 (as the case may be).
- 7.2 Amendments and all cancellations en route must be made with the Business directly. The customer shall be liable for all costs (including repatriation and the administrative fees of the Business incurred as a result of any en route cancellations, by the customer including but not limited to cancellation because of ill health or injury).
- 7.3 The Business has the right to charge for amendments to reservations at a change fee of:

7.3.1 Amendments received 90 (Ninety) days or less prior to departure: R 200 (excl. VAT) for each alteration made to the booking after the initial reservation plus the Business and/or suppliers published administration charges (from time to time), will be levied on all documentation or vouchers submitted for re-issue or refund.

7.4 No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive tour price, or whether they are in respect of pre-booked or optional arrangements.

## 8. **Issuing of Match Tickets**

8.1 Match tickets are not re-printable and would require the traveller to re-purchase a brand new ticket should his or her ticket be lost or stolen. Collection is subject to identification of the customer or corporate representative.

## 9. Changes to Hotels, Coaches, Vehicles & Other Services

9.1 The products and services included on all booking itineraries are subject to availability. The Business reserves the right to substitute hotels or coach operators or other services listed with others of the same or next available higher or lower category, at no additional cost to the traveller, even after commencement of the tour.

9.2 The Business reserves the right to use smaller or larger vehicles on scheduled escorted tours should final traveller numbers justify such change.

## 10. **Child Policy**

10.1 A child of 12 years and older will be charged the full applicable adult per person rate on all services provided.

10.2 There is no discount for children on Match Tickets. One ticket will be required for each person, regardless of age.

### 10.3 ***Accommodation***

10.3.1 Children under the age of 12 years may qualify for a reduction off the applicable per adult rate, should that child share its accommodation with two adults. This discount depends on the terms and conditions of the respective hotel supplier.

10.3.2 No more than one child per room sharing with two adults, dependent upon on the terms and conditions of the respective hotel supplier.

10.3.3 Children who occupy their own room will be charged the full applicable per adult sharing rate.

### 10.4 ***Flights***

10.4.1 Children under the age of 12 years may qualify for a reduction off the applicable per adult rate. This discount depends on the terms and conditions of the respective airline supplier.

10.5 There is no discount for children booked on scheduled transfers.

## 11. **Accommodation**

11.1 Unless specifically stated otherwise, all accommodation is based on 2 (two) people sharing a twin-bedded room on a bed and breakfast basis. Restrictions on the number of adults and/or children per room are as stated in the specific quotation or supplier's terms and conditions, which restrictions are available on request. Specific room/bed requests are subject to availability and additional costs at the time of enquiry.

## 12. **Transportation**

12.1 Transportation is in air-conditioned coaches, touring vehicles, minibuses and sedans, rail or underground rail appropriate to the requirements of the Charter, Transfer or Tour. ECO South Africa Tours reserves the right to utilise smaller vehicles should the number of passengers participating reduce sufficiently to warrant this. It is obviously not possible for all travellers to occupy front row seats throughout the tours. So as to have as many passengers as possible enjoy front row seats, ECO South Africa Tours tour guides and drivers have been instructed to implement a policy of rotation of seats.

12.2 In the event of ECO South Africa Tours sub-contracting a vehicle, it is agreed that the substituted vehicle operator shall act as an independent contractor, and subject to the sub-contractors liability cover.

12.3 The customer, in a sub-contracted vehicle, agrees to indemnify ECO South Africa Tours against any claim of whatsoever nature.

## 13. **Special Requests**

13.1 Special requests must be made at the time of booking. The Business will endeavour to comply with the special requests, which will be for the cost of the traveller, but cannot guarantee that such requests will be met.

## 14. **Travel Documents, Passports, Visas, Vaccinations, Inoculations and Re-entry Permits and International Driver's Licenses**

14.1 All travellers will be personally responsible for ensuring that they are in the possession of and have complied with:

14.1.1 the correct travel documentation, including passports valid for the minimum period after the tour, required by law in each country the traveller will visit;

14.1.2 the correct visas/re-entry permits, valid for the countries visited - the visa costs incurred are for the passenger's own account; and

14.1.3 health, foreign exchange and other legal requirements

14.2 The Business shall not be responsible for any consequences whatsoever should the traveller fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. The Business shall not be responsible or liable for any information, which it or its representative may furnish to the traveller in relation to the above. The onus shall remain on the passenger at all times to ensure that he/she has complied with such requirements.

14.3 If a traveller intends to drive a rental car, he/she should obtain an international driving permit from his/her local transport authority. The traveller must also be in possession of his/her local driving license and produce same at the car rental check-in counter.

## 15. **Insurance**

15.1 All travellers are advised to take out comprehensive travel insurance. The onus falls on the customer to ensure that the cover is adequate for their requirements. Customers should familiarise themselves with any exceptions and conditions as may be imposed by the Insurance Company or Underwriters issuing the policy.

15.2 The Business shall not be responsible or liable:

15.2.1 for any information which it or its representatives furnish in relation to travel insurance; or

15.2.2 for filing/prosecuting a claim on the traveller's behalf against any insurer/underwriter who has issued a policy to the traveller; or

15.2.3 for any claim disputed and/or rejected by the insurers

16. **Merchandising**

16.1 Where merchandise is requested, ECO South Africa Tours will not responsible for any incorrect merchandise sizes ordered by the customer. The initial handling fee is included within the price of the Tour, but any costs incurred as a result of subsequent orders will be charged to the customer. Whilst the Business endeavours to contract with reputable suppliers, ECO South Africa Tours is not able to guarantee the quality of the garments received.

17. **Interpretation, Law Applicable and Jurisdiction**

17.1 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.

17.2 The law of the Republic of South Africa (where applicable) shall govern the relationship between ECO South Africa Tours and the traveller/s or sub-agent, and the courts of the Republic of South Africa (where applicable) shall have sole jurisdiction in respect of any claims and/or disputes which may arise between ECO South Africa Tours and the traveller/s or sub-agent.

17.3 Should any dispute of any nature whatever arise from or in connection with these terms and conditions and any contract concluded by the customer with the Business, then at the election of any party, such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA. The customer by its/his/her signature hereto expressly consents to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency and irrevocably authorises the Business to apply, on behalf of all parties to such dispute, in writing, to the secretariat of AFSA in terms of Article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.

17.4 Either party may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

17.5 Nothing herein contained shall be deemed to prevent or prohibit either party from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

17.6 Any arbitration in terms of this Clause 18 shall be conducted in camera and the parties shall treat as confidential and not disclose to any third party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of the other party.

17.7 The provisions of this Clause 18 will continue to be binding on the parties notwithstanding any termination or cancellation of any contract concluded by the customer with the Business.

17.8 These terms and conditions reflect the full agreement between the customer and the Business and any variation and/or amendments thereof shall not be valid unless agreed to by the Business in writing.

18. **Delays**

18.1 ECO South Africa Tours shall not be responsible for the consequences of any delays whether arising from accidents, breakdowns, or any other cause whatsoever.

19. **Right of Admission Reserved**

19.1 ECO South Africa Tours reserves the right at its discretion to decline to accept or retain any person as a guest. Guests shall obey every lawful instruction of any employee of ECO South Africa Tours or its representatives.

20. **Responsibility**

20.1 ECO South Africa Tours accepts no liability for the death of, or injury to, loss and/or damage to any person and/or property arising out of any act or omission of ECO South Africa Tours, any servant or agent of ECO South Africa Tours or any 3rd party/sub-contracted supplier, whether as a result of negligence or otherwise.

21. **Website**

21.1 These Terms and Conditions govern the Website User's use of the ECO South Africa Tours Website located at the domain name <http://www.eco-southafrica.com>. By accessing and using the Website, the Website User agrees to be bound by the Terms and Conditions set out herein.

21.2 ECO South Africa Tours will be deemed to have received any data messages sent by the Website User if and when ECO South Africa Tours responds to such message or receipt thereof is acknowledged. An automated acknowledgement of receipt will not be deemed to be an acknowledgment of receipt for the purposes of this clause.

21.3 The Website User will be deemed to have received any data messages that have been sent by ECO South Africa Tours when the complete data message enters an information system designated or used for that purpose by the Website User.

21.4 If a Website User does not receive a response from ECO South Africa Tours to any data message sent to ECO South Africa Tours, the Website User should contact the ECO South Africa Tours Call Centre. ECO South Africa Tours shall not be liable for any failure to respond to any data message sent by the Website User.

21.5 By clicking on the "I AGREE" button on the Website, the Customer signifies acceptance of all of these Terms and Conditions.

22. **General Terms**

22.1 The Business shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty or condition express or implied shall be considered to be or have been made or agreed or implied by reference to any other writing, advertisement or conversation.

22.2 No indulgence, which the Business may grant to any party, shall constitute a waiver of any of the rights of the Business who shall not thereby be precluded from exercising any rights against the customer and/or the traveller which may have arisen in the past or which might arise in the future.

22.3 Each term or condition of these terms and conditions shall be separate and separately enforceable from the other terms and conditions herein, and shall in no way be limited or restricted by reference to or inference from any other terms or conditions. If any term or condition herein shall be found to be illegal or unenforceable then the remaining terms and conditions hereof shall be and remain binding.

22.4 Should the Business appoint a tour guide in respect of any tour, then the traveller shall be obliged to comply with all reasonable instructions of such tour guide. The Business reserves the right to terminate the tour of any traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, tour group or service provider.

22.5 All travellers shall comply with general Codes of Conduct as issued by the Business from time to time, including any prohibition on smoking imposed on any coaches and at any hotels/venues on any tour.

22.6 The customer shall be solely responsible for ensuring that he/she is physically and mentally capable of undertaking the journey and participating in the activities that constitute the tour itinerary.