

OUR BOOKING TERMS & CONDITIONS

1.) Applicability

The following booking conditions apply all travel arrangements booked with Robert Mark Safaris South Africa (Pty) Ltd. Together, they form the basis of the contract between you and us.

In these booking conditions,

“you” or “your” means all persons named on the booking, including anyone who is added or substituted at a later date,

“Robert Mark Safaris Group”, or “Robert Mark Safaris” and “Robert Mark” (when used by themselves) means Robert Mark Safaris Limited (incorporated in Hong Kong) and all of the companies connected with it in a network of direct and indirect shareholdings (whether holding, subsidiary, associated, external or affiliated), including (without limitation) Robert Mark Safaris Limited (incorporated in the United Kingdom), Robert Mark Safaris South Africa (Pty) Ltd (Registered in the Republic of South Africa), and all of the companies, organisations, trusts, associations and entities that are directly or indirectly owned, managed and/or controlled by the companies or persons in the abovementioned network. It is further recorded and agreed that the provisions of this Agreement that express any benefit for, or confer rights or protections in favour of Robert Mark Safaris, constitute irrevocable stipulations for the benefit of all of the companies, organisations, entities and persons in the Robert Mark Safaris group, and such benefits, rights and protections may be adopted and enforced by any one or more of such companies, organisations, entities and persons, at any time, and in any jurisdiction in the world.

“Ourselves”, “our”, “us” or “we” means Robert Mark Safaris South Africa (Pty) Ltd, a company registered in the Republic of South Africa,

“Online itinerary”, “your online itinerary”, “online quotation”, or “your online quotation” means the itinerary or quotation for your holiday that is displayed when viewing your booking with us online, at a website url provided to you by us at that time,

“Robert Mark app”, “smartphone”, “smartphone app”, “our smartphone app”, “mobile application”, “mobile app”, “the app”, and “your app” means the mobile phone application called ‘Robert Mark’ that is published and made available by Robert Mark Safaris, and any

references to items or arrangements displayed or listed in the app, means arrangements that are listed when you log into the app using the login details provided to you by us.

2.) Booking and Paying For Your Holiday

- a) Once you're happy with the details of your trip, we require you to complete our online booking form, or sign and return our paper booking form (where applicable). If you fail to sign and complete the booking form, errors may arise which result in you incurring additional costs. The booking form must be signed and completed by the party leader, who is deemed to be the first person named on the booking form. The party leader must be authorized to make the booking on the basis of these booking conditions by all persons named on the booking form, or by the legal guardian of all persons named on the form who are under 18 years of age at the time of completing the booking form. By completing the online booking form or signing the paper booking form, the party leader confirms that he/she is so authorized. The same applies should we waive the requirement for the booking form and have the party leader confirm the booking details by email or by any other means. The party leader is responsible for making all payments to us, and should be over the age of 18 years.
- b) The nature of the holidays we arrange means that we are often not in a position to confirm every requested element at the time of booking. Once we reasonably expect that the key elements of your holiday will be available, we will process your payment and a contract between us will come into existence, as set out in 1(c) below. If we expect that the key elements will not be available, we will not process your payment and will advise you accordingly. Processing your payment is not a guarantee that your requested arrangements will be provided. Obtaining confirmation of all elements from suppliers can take time. In some cases it may not be possible to confirm all elements as requested and changes may need to be made. We may have to cancel a booking prior to issuing a confirmation invoice where we are unable to confirm certain elements and/or offer suitable alternatives. If we have to cancel, or the arrangements we confirm at the time of issuing a confirmation invoice are significantly different to those requested and any alternative arrangements we offer you are not acceptable, we will refund all monies that you have paid us. You are not, however, entitled to cancel without paying our normal cancellation charges or any specified in your quotation. As bookings can only be accepted in accordance with this clause, no compensation will be payable by us where your booking is cancelled or a significant change made (which you accept) in accordance with this clause.
- c) A contract with us will come into existence when payment of your initial deposit into our account is received by Robert Mark Safaris or when Robert Mark Safaris processes your credit/debit card payment of your initial deposit, at which time we will either issue a letter of receipt acknowledging receipt of your payment or, where possible, a confirmation invoice. A contract, as set out in this paragraph, comes into existence whether or not we receive your booking form or confirmation of the booking details

before we process your initial payment. Any acknowledgement of receipt of information or booking details submitted online by you is not a confirmation of the booking. If a confirmation invoice cannot be issued, we will seek out to confirm all the requested elements of your booking from the suppliers concerned as set out above, and we will issue a confirmation invoice once we are in a position to confirm all the available arrangements. The details of the arrangements that we are contacted to provide are those that are shown in your online itinerary at the time that the confirmation invoice is sent to you. Items listed in your online itinerary are contracted to be provided, except where items are shown as 'not included', or 'cost not included', 'arranged by guest' or with any other annotation that clearly indicates that they are not part of the services that will be provided by us, in which case those items are not contracted to be provided. The details of your holiday may be delivered to you via our smartphone application, and the items listed in the itinerary, flights, transfers, accommodation and booked activities sections of the app are a copy of those that we are contracting to provide, as detailed in your online itinerary. If you require that details of the contracted services be listed on your confirmation invoice, you must inform us at the time that you receive your confirmation invoice or smartphone app login details. If your confirmation invoice details any arrangements on it, then the arrangements shown on your confirmation invoice are those that we are contracting to provide. If there is any conflict between the details shown in your online itinerary and the details shown in your smartphone app, then the details in your online itinerary will be the details that are deemed to be correct, and the arrangements shown on your online itinerary are those that we are contracting to provide. Where there is any conflict between the information on your online itinerary and the information listed on your confirmation invoice, the information in your confirmation invoice will be the primary source of information, and the arrangements shown on your confirmation invoice are those that we are contracting to provide. The services that are contracted to provide are also contracted in terms of any other terms, conditions or restrictions noted in your online itinerary or online quotation, and by making a payment on your holiday you accept those terms as being a binding part of the contract between us, in addition to the terms and conditions laid out in this agreement, and without prejudice to any terms laid out in this agreement. Your confirmation invoice, online itinerary and smartphone app login details will be sent to the party leader. Please check the arrangements listed in your online itinerary and in the smartphone application - using the login details provided to you - or, in the case where an invoice containing details of arrangements has been received, on this invoice - carefully as soon as you receive them and contact us if any information in your online itinerary, smartphone application, on your confirmation invoice or any other document appears incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any information of document within 7 days of us sending it out. You must ensure that the name of each party member given to us at the time of booking is an exact match of the name as it appears on the party member's passport, as we cannot accept any liability for inaccurate information provided to us by you.

- d) A deposit amount for your holiday will be specified and advised, and this deposit amount must be paid at the time of booking in order to confirm your holiday. This deposit amount will be equal to the full holiday payment if you are booking within 2 calendar

months of departure. For certain arrangements, the suppliers will require full payment at the time of booking. If this applies to you we will advise you at the time of booking. For the purpose of clause 5 (Cancellation by you) such payments will also be classified as deposits. The balance of the holiday cost must be received by Robert Mark Safaris not less than 2 calendar months prior to departure. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case the cancellation charges set out in clause 5 will apply. In such cases a written notice of cancellation and a cancellation invoice will be sent out to you.

- e) Payment must be made by you and received by Robert Mark Safaris by one of the following acceptable payment methods:
 - a. Direct bank transfer into any one of the accounts in the name of Robert Mark Safaris detailed to you by your Travel Specialist or in our online system.
 - b. Credit card payment, when we inform you that credit card payment is available. Please note that all credit card payments will be subject to a surcharge to cover transaction costs levied by the bank. This surcharge amount will be as advised by your Travel Specialist, or as indicated in our online system. We reserve the right to limit availability of credit card payment facilities for travel to certain countries or travel denominated in certain countries.
- f) Please note that payment by cheque, or by a deposit of a cheque in our favour into one of our bank accounts is not accepted as a form of payment.
- g) Where you have provided us with an email address we will communicate with you by email whenever possible, including sending you your confirmation invoice and login details to our smartphone application. References in these terms to “send” and “in writing” include communication by email.
- h) You may contact us by email for any of the reasons mentioned in these booking conditions, provided you do so to the email address of your travel consultant.

3) Visas, Passports and Health Requirements

Please see the separate information that will be forwarded to you after your booking for more information on the passport, visa, and health precautions or requirements applicable to your holiday. It is the party leaders responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. The costs incurred in obtaining such documentation or in meeting any health procedures or requirements are not included in the quoted cost of the trip, and you must pay all such

costs. We regret we cannot accept any liability if you are refused entry into any country or accepted for travel on any transportation due to failure on your part to carry all the required documentation. If your failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

4) Alterations by You

Should you wish to make any alterations to an already confirmed holiday with us, the party leader must notify us as soon as is possible, in writing. Whilst we will endeavour to assist you, we cannot guarantee that any request will be met. If we can make the requested change, you will be provided with a quote detailing any extra costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers, and our amendment fee of the equivalent of USD 70 per person. Please note that some airline tickets cannot be changed once they have been booked without incurring considerable costs. Likewise, some accommodation is priced according to the number of people in the booking. If one of your party cancels so that fewer people share the accommodation, then the cost of the accommodation may go up as a result.

5) Cancellation by You

The party leader must notify us in writing of cancellations that you wish to make. Your notice of cancellation will only be effective once we receive it in writing at our offices. Since we will have incurred costs from the time that you make your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage of your holiday cost, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding any insurance premiums or any late booking and amendment fees. Insurance premiums, late booking and amendment fees are not refundable in the event of cancellation by you.

Cancellation charges: Your deposit is non-refundable in all cases. If cancelling within 2 months of departure, the full price of your holiday will be due. If cancelling 2 months or more before your departure date, the greater of either your deposit or 25% of the full holiday price will be due by you.

If any member of your party is prevented from travelling as originally confirmed, the person(s) concerned may transfer their place to another person that is introduced by you as long as the following conditions are met:

- (i) All our suppliers and third parties accept the transfer of names or are able to re-book the same arrangements.
- (ii) You sign an authorization approving the transfer of the holiday into another person's name.
- (iii) The transferee also accepts these booking Terms and Conditions.
- (iv) The transferee provides us with their travel insurance details, and cover under such insurance is adequate.

If either you, your party, or any member of your party fails to arrive for the booked holiday as planned, we will be entitled to treat the reservation as having been cancelled without giving you any notice of the cancellation, and a 100% cancellation fee will apply.

Where a transfer to a person of your choice can be made as outlined above, all the costs and charges that are incurred by us and/or incurred or imposed by any of our suppliers as a result, together with an amendment fee of the equivalent of USD70 per person will be charged to you and must be paid.

Any overdue balance payment must also be received.

6) Changes and Cancellations by Us

While we endeavor not to have to make changes, occasionally we have to make changes and correct errors in our booking information both before and after we have confirmed your booking. We may also have to cancel confirmed bookings due to factors outside our control, our suppliers cancelling bookings, mistakes, or if the minimum number of bookings or passengers required for a particular holiday or activity have not been received. We must reserve the right to make changes, and to make such changes to the arranged accommodation and sightseeing after we have issued you with a confirmation invoice. We will endeavor to notify you (or your travel agent) of cancellation as soon as is reasonably possible, and in the case of minimum number of bookings not being achieved we will do so at least 30 days before your planned departure date.

Most of the changes will be minor, but occasionally we may have to make more significant changes. A significant change is a change made before departure which when taking account of the information you gave us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday.

Significant changes include, but are not limited to:

- (i) a change of scheduled flight departure time of more than 12 hours that is initiated by us. This does not include any changes initiated by the airline, or any changes due to any unexpected delays for reasons such as weather, technical malfunctions or aircraft switches.
- (ii) a change of your departure or arrival airport to one that is significantly more inconvenient to you, or
- (iii) a change in your destination country, or
- (iv) a change to a lower standard of accommodation.

If we have to make a significant change we will inform either you, your party leader or your travel agent as soon as reasonably possible. If there is time to do so before your departure we will offer you the choice of one of the following options:

- (i) accepting the changes, or
- (ii) purchasing an alternative holiday from us that is of a similar standard to the original holiday booked, or

(iii) cancelling or accepting the cancellation and receiving a full refund of all monies due.

We will refund you the price difference if the alternative holiday is cheaper than the original one, and you will be charged for the difference if it is more expensive.

If we have to make a significant change or cancel after we have issued you with a confirmation invoice we will, where compensation is appropriate, pay you reasonable compensation, with a minimum of USD 150 and a maximum of USD 650 per one booking, depending on the circumstances and when the significant change or cancellation is notified to you, and also subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted where:

- (a) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances that are beyond our control, the consequences of which we could not have avoided even after having exercised appropriate due care, or
- (b) we have to cancel your holiday because the minimum number of bookings necessary for us to operate your holiday have not been received, or
- (c) where a significant change is made or your booking is cancelled (which you accept) prior to or at the time of confirmation, as set out in clause 2b.

The above options will not be available and no compensation will be payable if we cancel as a result of your failure to comply with any requirement of these Terms and Conditions entitling us to cancel (such as paying on time) or where a change is a minor one. A change of flight time of less than 12 hours, airline (except as specified in clause 15 "Flights"), aircraft type or your destination airport will all be treated as minor changes.

Very rarely, we may be forced by "force majeure" (see clause 11) to change or terminate your holiday after your departure but before the scheduled end of your holiday. This is an extremely unlikely event, but if it does occur, we regret that we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses that you incur as a result. Please also refer to clause 16 "Late arrivals, delays and denied boarding".

Where changes – minor or significant, and made by us or by you - are made to your holiday after we have issued you with a confirmation invoice in accordance with the above, we will update the details of your holiday in your online itinerary, and the new details in your online itinerary will be the services that we will then be contracted to provide, only if and when all payments due to us in relation to your holiday and any changes made to your holiday have been received by us. Items that are annotated with 'not included', 'cost not included', 'arranged by guest' or any other annotation that clearly notes that any item is not included or not contracted to be provided, are not contracted to be provided by us. Where details of contracted travel arrangements were requested by you to be displayed on your confirmation invoice, we will update the details by providing you with either a paper or an electronic travel itinerary, which will reflect the details of the arrangements that we will then be contracted to provide. Any time a travel itinerary is sent to you after a confirmation invoice has been sent to you, the details on the travel itinerary are the details of your holiday and the services that we are contracted to provide, only if and when all payments due to us in

relation to your holiday and any changes made to your holiday have been received by us, and these details supersede those on the confirmation invoice. It is your responsibility to make sure that you view the latest version of your online itinerary, and your responsibility to make sure that you refresh your smartphone app to ensure that the information in your smartphone app is up to date, to reflect the latest details of your holiday. We cannot accept any liability for losses incurred as a result of you viewing or making arrangements based on versions of your online itinerary, smartphone app, confirmation invoice or travel itinerary that are no longer up to date.

We may, in our discretion and without liability or cost to ourselves, at any time cancel or terminate your holiday in the event of you having or reasonably be suspected of having a communicable or contagious illness or disease. If your holiday is so cancelled, you will not be entitled to any refund of your holiday price.

7) Prices

The prices that are published in our marketing material, brochures or on our website are only an indication for your guidance and assistance. They are not contracted prices. They are based on average prices between peak and low seasons, and on exchange rates in effect on the publication date. Although every effort is taken to ensure prices are accurate at the time of publication so that they are most useful to you, they do not constitute an offer and we do not guarantee these published prices. In addition, changes and errors occasionally occur. It is important that you check the price of your chosen holiday with us at the time of booking it. We reserve the right to alter or correct any errors in published or quoted prices at any time prior to a contract coming into existence between us.

Once we have confirmed the price of your chosen holiday on your confirmation invoice, then, except for the correction of any errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after your quotation or booking will be passed on by way levying of a surcharge or by a refund to you. In the event of any change in underlying costs, airfares, duties, park fees, camping fees, conservation fees, entrance fees, government fees, taxes or fees payable for services such as fuel surcharges, landing taxes or embarkation or disembarkation fees at ports or airports, changes in reference rates or fuel prices used in private aircraft charter quotations, in specific terms detailed in your quotation, costs levied on us by our suppliers that are providing services to you on your holiday, transportation costs, or in the exchange rates which have been used to calculate the cost of your holiday, a refund or surcharge (as applicable) will be payable, subject to the conditions set out in this clause.

Even in the above cases, we will only levy a surcharge or a refund if the amount of any increase or reduction in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment or late booking fees), except for changes in airfares, fuel surcharges, park fees, camping fees, conservations fees, entrance fees, government levies and government taxes, which we will levy in all cases.

Any surcharge that is due by you must be paid together with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the latter. Please be aware that your holiday arrangements are not always purchased in local

currency, and as such some apparent changes have no impact on the price of your holiday due to contractual and other protection that may be in place.

Where a refund is due as described above, we will pay you the full amount of the decrease in our costs.

We will not to levy a surcharge within 30 days of your departure date, except in cases of late bookings, or late receipt by us of any of your payments. No refund will be payable during this period either.

In accordance with IATA regulations, an infant must still be under 2 years of age on the date of their return flight in order to qualify for infant status. If it becomes a legal requirement for infants to have their own airline seats on any sector of your journey we will have to pass the cost of these onto guests travelling with an infant.

8) Suppliers Conditions

Independent suppliers supply most accommodation, services and transportation that you will use on your holiday. All bookings are subject to the third party regulations and conditions of these carriers/ transport proprietors/accommodation providers and service suppliers, and all activities are conducted in accordance with the General Terms and Conditions of the company operating the activity or providing any service to you. Their requirements and penalties in the case of cancellation of or any changes to your holiday may be more restrictive than our own penalties, and theirs will apply in addition to ours. Their conditions may exclude or limit liability to you and may be subject to provisions of international laws or conventions. Many of our third party suppliers will require a waiver of responsibility to be signed by you, which may limit some of your rights vis-à-vis those suppliers, and signing such a waiver will be a condition of your holiday, and of the contract in existence between us.

9) Insurance

You undertake that you are aware that travel insurance is available. You must be covered by adequate travel, liability, medical and holiday cancellation insurance from when the contract between us comes into existence to cover any eventuality prior to or during the course of your holiday. This insurance is a condition of a contract coming into existence between yourself and us, however your failure to obtain adequate travel insurance does not prejudice the contract between us, or any terms detailed in these Terms & Conditions. Your travel insurance must include cover in respect of, but not be limited to, all medical expenses including emergency assistance and treatment, accidental disability or death, expenses incurred in repatriation, disruption to, cancellation or curtailment of your holiday for any reason whatsoever, and loss or theft of personal effects, personal baggage, money and goods. You must ensure that the insurer is aware of the type and destination of travel and any activities which you plan to undertake that maybe considered high risk when obtaining travel insurance, such as safaris, wild game viewing, travel by air, travel by light aircraft, travel by rail, travel by helicopter, flight in balloons, whitewater rafting, paragliding, hiking,

mountaineering, skiing, kite surfing, wind surfing, mountain trekking etc. Please ensure that you are fully covered, in particular with regard to the maximum cancellation amount, and that the details of your insurer and of your policy number are provided to us for our records. We may need to refer to this information if you are involved in an accident whilst you are away. If you are unable to or decline to provide us with insurance details at the time of booking we reserve the right to refuse to accept your booking, to cancel your holiday, or to assume that adequate insurance cover has been obtained by you, with the loss of your deposit and payment of any cancellation fees that may be due by you, due to you failing to do so. Robert Mark Safaris will not be held responsible for any expenses, losses or damages you may incur as a result of your failure to comply with the requirements of your travel insurance policy or with this clause. It is important that you read your policy very carefully and take the policy details with you when you travel. It is your responsibility to ensure that you have purchased insurance cover that is adequate, suitable and correct for your particular holiday and your particular needs, and we accept no liability for errors, inaccuracies or shortfalls in your insurance cover.

10) Limited Indemnity Given by Us:

- a) We will make sure that all of the holiday arrangements that we have agreed to make or provide to you as part of the contract between us are made or provided with a reasonable level of skill and care. This means that, subject to these Terms and Conditions, we accept responsibility if, for example, your contracted holiday arrangements are not provided as promised or prove deficient as a result of our own failure, or the failure of our employees, agents or suppliers to use reasonable skill and care in making your contracted holiday arrangements or providing your holiday to you. Please note that it is your responsibility to show that reasonable skill and care has not been used on our part if you wish to make any kind of claim against us. In addition to this, we will only be responsible for what our employees, agents and suppliers do or do not do if at the time they were acting within the course of their employment in the case of our employees, or carrying out work we had asked them to do in the case of our agents and suppliers.
- b) We will not be held responsible for any loss, damage, expense, cost, illness, injury, death or other sum, or claim of any description whatsoever which results from any of the following:
- (i) any omissions or acts of the person(s) affected, or any member(s) of their party, or
 - (ii) any omissions or acts of a third party who is not connected with the provision of your holiday, and which omissions or acts were unavoidable or unforeseeable, or
 - (iii) any errors or omissions in any of our promotional material or travel information
 - (iv) any *force majeure* occurrences, as are defined in clause 11, or
 - (v) the transmission of confidential or other information disclosed to members of the Robert Mark Safaris group and/or their suppliers through the Internet or by electronic means, or for any errors or any changes made to any transmitted information.

- c) Please also take note that we cannot accept responsibility for any services that do not form part of our contract with you. This includes, for example, any additional facilities or services which your hotel or any other supplier agrees to provide for you, where these facilities or services are not advertised by us or where we have not agreed to arrange them as part of our contract with you, including any excursions that you purchase in a resort without our involvement. In addition, regardless of any wording used on our website, in our advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any different or greater liability to you. We will not be liable for punitive damages, indirect damages, consequential damages, loss of profits, third party claims or any claims imposed on us by laws or statutes of countries outside of Hong Kong.
- d) The promises we make to you about the services we have agreed to arrange or provide to you as a part of the contract between us – as well as the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question have been properly provided to you. If the services that gave rise to your claim or complaint complied with local regulations and laws applicable to those services that are in force at the time, the services will be accepted by you as having been properly provided. This will also be the case even if the services did not comply with the laws and regulations of the Republic of South Africa or your country of residence that may have applied had those services been provided to you in the Republic of South Africa, or in your country of residence. The only exception to this is where the complaint or claim made by you concerns the absence of an important safety feature that might lead a reasonable holidaymaker to refuse to take the holiday in question in your claim.
- e) As set out in these Booking Terms & Conditions, we also limit the maximum amount that we may have to pay you for any claims you may make against us. Where we are found liable for damage to and/or loss of any luggage or personal possessions (including money), the maximum amount that we will have to pay you is the equivalent of USD1500 per person that has been affected, unless a lower limitation applies to your claim under this clause or clause (f) below. You must ensure you have appropriate travel insurance that will protect your personal belongings and adequately cover you in the event of damage to or loss thereof.
- f) Please note that we cannot accept any responsibility or liability for any loss, damage, expense or other sum(s) of any description
- (i) which on the basis of information that was given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur should we breach our contract with you, or
 - (ii) which did not result from any breach of contract or other fault by ourselves, our employees, or in cases where we are responsible for them, our suppliers.
- Additionally we specifically do not accept responsibility or liability for any business losses of any sort.
- g) You must provide us, and our insurers, with all assistance that we may reasonably require. You must also tell the supplier concerned as well as ourselves about your complaint or

claim, as has been set out in clause 17 (Claims and complaints) of these Terms & Conditions. If you are asked to do so, you must transfer to us, or to our insurers any rights that you have against the supplier concerned or whoever else is responsible for your claim or complaint (in the case where the person concerned is under 18 years old, their parent or guardian must do so). You must also agree to co-operate fully with us and with our insurers if either our insurers or ourselves want to enforce any rights that are transferred to us.

11) Force Majeure

Except where it has been otherwise expressly stated in these Terms & Conditions, we cannot accept any liability or pay any compensation where the performance of our obligations under the contract in existence between us is prevented or affected by or you otherwise suffer any loss, damage, or expense of any nature as a result of "*force majeure*". In these Terms and Conditions "*force majeure*" means any event which either ourselves, or the supplier of the service in question could not have, even with all due care, avoided or foreseen. Such "*force majeure*" events may include but are not limited to acts of war, threat of war, insurrection or riots, civil unrest, political disputes, terrorist activity or acts of terrorism, industrial action (actual or threatened), labour disputes, strikes, technical problems with machinery, aircraft, transport or equipment, intervention by governments, closure of borders, natural disasters, fire or explosion, flood, earthquake, accident, epidemic, quarantine restriction, inclement weather and acts of God or public enemy, any events that result from the application of any law(s) or the acts of omission of any state, government or regulatory authority, or that result from any other cause beyond the reasonable control of the relevant Robert Mark Safaris parties. If a supplier of ours is delayed in, or prevented from, performing any of their obligations with respect to your holiday as a result of any *force majeure*, the supplier or service provider in question shall be excused from the performance of their obligations, and shall as such not be liable for the delay or failure to perform them under this agreement, for so long as the *force majeure* event continues, and to the extent that that supplier or service provider is so delayed or prevented from doing so.

12) Acceptance of Risk by You

You acknowledge that the nature of the travel and the services that we provide you with is adventurous, and that your holiday and the activities you partake in on it involve significant amount of personal risk. This risk is inherent in the type of holiday you have chosen. You voluntarily participate in your holiday and any associated activities, and make use of all of the services and facilities of or arranged by Robert Mark Safaris, entirely at your own risk. You acknowledge that you are acquainted with, aware of and appreciate the real hazards and risks associated with wildlife areas, game and nature reserves and game lodges and camps (both of which may be situated in unfenced wildlife areas); as well as the real risks

associated with rivers, streams, lakes and other bodies of water that may be affected by unpredictable weather, tides and other circumstances, and that may not have effective warning and control systems that might be expected in first-world jurisdictions; as well as the real dangers and risks associated with various forms of travel in remote locations, which usually have poorly maintained infrastructure; as well as the risks associated with undeveloped or partially developed countries and jurisdictions, including acts of terrorism, the unavailability of reliable electricity and communications and problems associated with limited or unavailable health, safety and security services. These risks include, but are not limited to bodily harm, disease, injury, death, loss of or damage to property, discomfort and inconvenience, which may arise as a result of an encounter with or presence of wild, dangerous or unpredictable animals, as well as the prevalence of communicable, tropical and other diseases, and other similar hazards. Some activities that we and/or our subcontractors provide carry inherent risks that may not be apparent, and if you wish to participate in them you may be requested to sign an additional waiver form by the local supplier of such activities, and It is your responsibility to ensure that you are physically fit and healthy enough to participate in them, that you have adequate equipment and protective clothing to do so, and that you take sensible precautions for your own safety as well as for the safety of other and of any children for whom you are responsible.

You acknowledge an awareness of the proposed itinerary and confirm that you are medically fit, in good physical and mental health and that there is nothing which renders you unfit to undertake your holiday or the activities on it. You are responsible for attending to any medical condition that you may have and must consult with your medical practitioner in respect of all medical conditions which might be affected by your participation in your holiday or associated activities. You warrant that you will carry sufficient prescribed and chronic medication with you at all times for the duration of your holiday and for one additional week. It is your responsibility to ascertain whether your medication may be considered a prohibited substance by the country that you are visiting.

13) Behavior and Damage to Property

a) You accept all responsibility for any damage or loss caused by you or by any member of your party while travelling on a holiday booked with us. Full payment for any kind of loss or damage (the amount of which may be reasonably estimated if it is not precisely known) must be made directly to the accommodation or property owner, or other supplier, or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where it has been estimated, you must then pay the difference as soon as it is known. If the actual cost of damage or loss caused is less than the amount paid, the difference will be refunded to you. You will also be held responsible for meeting any claims subsequently made against us as well as all costs that may be incurred by us (including both our own and the other party's full legal costs) as a result of any action of yours, or of any member of your party. You must ensure you have adequate and appropriate travel insurance to protect you should this situation arise. All clients must also have consideration for other people. If either in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party

behaves in an illegal or improper manner, or in such a way as to cause or be likely to upset, distress or cause danger to themselves or to any third party, or that renders them incompatible with the staff or fellow clients of any of our suppliers, or causes danger or damage to property, we will be entitled, without giving you any prior notice, to terminate the holiday of the person(s) concerned. In this case, the person(s) concerned will be required to leave the accommodation, transport or service where this has taken place. We will have no further responsibility toward such person (s) nor carry responsibility for their return travel arrangements. Refunds of any part of the cost of their holiday will not be made, and we will not be liable for any expenses or costs that they or anybody else incur as a result of the termination of their holiday.

- b) The type of travel that we offer is subject to a great number of variables requires flexibility and it must allow for alternatives to take place. The outline itinerary that is given to you for your holiday must be taken as an indication of what your holiday may accomplish or consist of, and not be taken as a contractual obligation on the part of Robert Mark Safaris. By booking with us you also understand that the itineraries, amenities and modes of transportation may be subject to alteration without us giving you prior notice of such changes due to local circumstances or events which may include mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, illness, weather and any other unpredictable or unforeseeable circumstances.

14) Limitations on Use of Accommodations

All accommodation that is arranged or provided is solely for the use of those persons that are named in your booking form. Any kind of shared use, subletting or assignment of the property or accommodation is strictly prohibited. Furthermore, any accommodation that we have arranged for you may only be used for the purposes for which it has been arranged by us, which is that it is intended to be for private use whilst on vacation only. Any use of any properties or accommodations for any type of commercial activities whatsoever, or for any activities that are illegal in the country where the accommodation is located or in your own country is strictly prohibited.

15) Flights

- a) Some airlines that you may travel with have the requirement that all onward and return flights are reconfirmed at least 72 hours prior to departure. It is important that you contact either the appropriate airline or our own representatives on arrival at your destination to reconfirm your flights. Remember to check and confirm the latest flight timings before all flights, as they are subject to change. We advise you that wherever it is possible, guests should check in for their flights on-line, 24 hours prior to departure.

- b) Many airlines, airports or governments levy a variety of taxes and surcharges including but not limited to departure, arrival, environmental, noise, fuel and security taxes or surcharges, which are often payable locally and as such may not be included in the price of your holiday, even where the price of your air travel has been included, unless they are specifically shown on your tickets as having been prepaid.
- c) Air tickets can normally only be used in the direction and order in which they are issued. As such, if you fail to utilize the outbound sector of your flight ticket then you expect and accept that the inbound portion will automatically be cancelled, without any compensation being paid to you.
- d) We are not always able to confirm all of the flight timings that will be used in connection with your flights at the time of your booking. Flight timings shown in our marketing materials, on our website and/or are detailed in our smartphone app or on your confirmation invoice are for your guidance only, and they may be subject to alteration. Flight timings are always outside of our control. They are set by airlines or air service operators, and are subject to various factors including air traffic control restrictions, weather conditions, technical problems, illness, as well as the ability of all passengers to check in on time. Changes to flight timings may also affect arrangements after the flight and for the rest of your holiday, and we accept no responsibility for any disruptions to such arrangements.
- e) A change in the identity of the air carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change any other arrangements you have made with us without paying our normal charges, except where specified in these conditions.
- f) Robert Mark Safaris may contract flying services supplied to you to independent air service operators, in which event they will be responsible for all activities in respect of the flights to and from the destinations. We will not be liable for any costs or damages incurred by you as a result of delays in or cancellations of such air services, or of any air service operator either changing their schedule, or not running on schedule. You bear the sole risk of incidents, accidents, delays and other events associated with the acts or omissions of operators, pilots or crew of external air service operators (or of air service provided by yourself, for self-flying clients).

16) Late Arrivals, Delays and Denied Boarding

We do not accept responsibility or liability if you miss your flight or any transfer due to a late check in, queues at check in counters, any delays in connecting transport, or due to delays that are caused by security procedures. If your flight ticket is downgraded, your flight is delayed or cancelled, or boarding is denied by an airline in circumstances which would entitle you to claim compensation or any other payment from the airline, you must pursue the airline directly and claim compensation or any other payment due to you from them. All sums you are entitled to receive from the airline concerned constitute the full amount of your entitlement to compensation or any other payment arising from such downgrading,

delay, cancellation, or denied boarding. This also includes any inconvenience, distress, disappointment, or effect on any of your other arrangements. The fact that a delay may entitle you to cancel your flight with the airline concerned does not entitle you to cancel your holiday with us or cancel any part of that holiday, or cancel any other arrangements, even where those arrangements have been made or booked in conjunction with your flight. We have no liability to make payment of any kind to you in respect of any flight delay or cancellation, downgrading of any flight ticket or denial of any boarding, since the full amount of your entitlement to compensation or payment (as dealt with above) is covered by the airline's obligations, and not by our obligations.

17) Terms of Use of Our Smartphone Application

Our smartphone application may be made available by us to you to download. Delivery of the smartphone app is not guaranteed, nor is it a requirement for a contract to come into existence between us. Full and accurate functioning of the application is not guaranteed, and failure of the application to be available or function correctly or adequately will not prejudice the contract between us. If you are unsatisfied with the details concerning your holiday provided in the app, you must request a paper version of these details from us.

By downloading and logging in to our smartphone application, you accept the terms of use of our application detailed here. Responsibility for correct use of the application lies with you. You must ensure that the information in your app is current and up to date by using the facilities to refresh the information built into the app.

Information made available to you in the itinerary, flights, transfers, accommodation and booked activities sections of the app are a copy of the arrangements that we have contracted to provide in your online itinerary, but the online itinerary remains the primary reference for which services will be provided, and the terms of such provision and use of the application are as detailed in the section on 'booking and paying for your holiday' in these terms. Flight, transfer and activity times indicated are the most recent known times, and may differ from the actual times on the day.

Information made available to you in the pre departure, arrival info, concierge, driving directions and currency calculator sections of the app, or in any maps or telephone numbers is general information only for your guidance and assistance whilst on holiday only, and the accuracy of the information provided is not guaranteed. Where conflicts of information exist on visa requirements or medical requirements as they relate to your trip between the information provided in the app and the information provided to you by any doctors, consulates, embassies, or other advisors of any sort, the information provided by doctors, consulates, embassies or other advisors must be followed. We cannot be held responsible and accept no liability for any losses whatsoever incurred by you that arose from using our application or any information that is provided to you via our smartphone app.

When you submit any information to us via the smartphone app, including but not limited to information submitted on the review accommodation and share a photo pages of the app, you agree that we may use the information that you have provided to us for our benefit and at no consideration, for purposes including but not limited to in-house use, publication and marketing, and you waive any rights that you may have to any claims against us for any use

of that information. When you submit images to us via the application, you warrant that you are the owner of the image, and you agree that we may use the images that you have provided to us for purposes that may include purposes for our own benefit, at no consideration and with no requirement to credit you on use of the image, for purposes including but not limited to in-house use, publication and marketing in print, display, digital form or online, and you waive all rights that you may have to those images and to any claims against us for any use of such images.

18) Claims and Complaints

Should you have cause for complaint whilst you are away on holiday, you must bring it to the attention of your travel specialist or our local representative (or if none then to the Robert Mark Safaris Hong Kong office, in which case we will reimburse reasonable communications costs) immediately, and also to the attention of the management of the accommodation or relevant supplier, obtaining written confirmation from them of your complaint. This is so that we will have the opportunity to correct the matter during your holiday. Should you fail to do so you deprive us and our suppliers of the chance to investigate your complaint, and to do our best to rectify it. As such, failing to do so may mean that you forfeit the opportunity to have it rectified at all. If we have been unable to resolve matters whilst you are on holiday and you remain dissatisfied after your return, you must write to us within 28 days of your return, giving us full details. Please quote your booking reference number on all your correspondence with us. If you fail to follow this complaints procedure, our right to claim compensation from suppliers or providers of your accommodation may be affected, or even lost, as a result. We may (but are not obliged to) assist you with resolving complaints and disputes with Suppliers from whom we have procured goods and services on your behalf. Such assistance is made on an *ex-gratia* basis, and shall not be construed as an admission of liability or responsibility on our part. The relevant supplier shall at all times be liable directly to you in respect of any such disputes, and no claims of any nature whatsoever shall lie against the members of the Robert Mark Safaris group.

19) Consumer Protection

We are registered with the department of Trade and Industry in the Republic of South Africa, and are a member of the South Africa Tourism Services Association (SATSA). You, in turn, as the consumer, may be afforded certain protections as offered by the South Africa Tourism Services Association (SATSA). These protections are provided by them and not by us, and any obligations by them to you remain obligations of theirs and not ours.

20) Data Privacy

Your personal information and that of your party is important to us. We will always treat it with the respect and we will never pass it to unrelated third parties, except to those parties that need your information in the course of providing you with the holiday services you have booked with us. You give us and all of our suppliers your full statutory and other consents that maybe applicable to collect, store and use your own Personal Information and the Personal Information of all members of your party, which consent you undertake to have received from them on our behalf, for the purpose of carrying out our/their obligations in terms of this Agreement and for the purpose of providing your holiday and services. Robert Mark Safaris may electronically collect, store and use Personal Information, including Users' names, contact details, surfing patterns, email addresses, IP addresses etc. for the purpose of carrying out any current and future Tours, Holidays and Services, and will retain such information for as long as is necessary in order to achieve this purpose, and comply with any other statutory obligations. We may contact you from time to time with holiday information or holiday offers that we think may be of interest to you. Should you wish to stop hearing from us, please email us at info@robertmarksafaris.com, detailing how you wish us to use and store your personal information. We will then consider this with respect to laws and regulations, and our own operating procedures and requirements.

We are normally required to collect Advance Passenger Information (API) for international airline passengers prior to departure for travel to many destinations. This information is required for immigration purposes, and to assist in aviation safety and security. As such we require full passport details, nationalities, passenger names and dates of birth to pass onto the airlines providing your travel. Please note that we are required to pass on your mobile and email details to many airlines in case they need to contact you prior to or during your travel. This information is outside of our control, but will not normally be retained by the airlines after your travel has been completed and will be used solely in the course of conducting your travel arrangements. Robert Mark Safaris will not be held responsible for the consequences should you fail to provide the required information or to comply with relevant API requirements. Likewise, we cannot be held responsible for any misuse of personal information by airlines or other third parties that is outside of our control.

21) Law and Jurisdiction

We both agree that any remedy sought by you against us on any dispute, claim or other matter (whether or not involving any personal injury, illness or death) that arises between us may only be sought against Robert Mark Safaris South Africa (Pty) Ltd, being the supplier of your holiday, and not against any of the other companies in the Robert Mark Safaris group, any of their shareholders, Nettleton Holdings Limited, its shareholders, any of the companies in the Nettleton Holdings group, or their shareholders. We both agree that you fully indemnify all other companies in both the Robert Mark Safaris and Nettleton Holdings Limited groups against any losses suffered by you or claims brought by you, with the exception of Robert Mark Safaris South Africa (Pty) Ltd.

We both agree that each of the indemnities, disclaimers, waivers, releases and other provisions of this Agreement are separate and severable provisions, which are individually and jointly enforceable. In the event that any one or more of the provisions of this Agreement are found to be invalid, unlawful and/or unenforceable such provisions will be

severable from the remaining provisions and the remaining provisions shall continue to be valid, in full force and effect.

We both agree that the laws of the Republic of South Africa, in English, (and no other) will apply to the contract between us and to any dispute, claim or other matter of any description that arises between us. We both also agree that any dispute, claim or other matter (whether or not involving any personal injury, illness or death) that arises between us must be dealt with under the jurisdiction of the courts of the Republic of South Africa only, save that we shall be entitled to enforce the contract against you in the courts of any other country in which you are resident, domiciled or have a place of business.