



Terms and Conditions

1. CONSUMER PROTECTION ACT ('CPA') NOTICE

The Consumer Protection Act ("CPA") applies herein to all bookings made with our agency.

3. APPLICATION

All enquiries, advice, quotations or estimates made or provided by or bookings made with and/or all services rendered by or on behalf of KnK Shuttles and Tours ('the KnK Shuttles and Tours ') are subject to these terms and conditions ('the Conditions').

4. THE CLIENT AND AUTHORITY

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read, explained (where applicable), understood and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

5. THIRD-PARTY SERVICE PROVIDERS

The KnK Shuttles and Tours provides Clients with travel and/or other services either acting as itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines ('collectively referred to as 'the Principal'). The KnK Shuttles and Tours represents the Principal as agents only and accordingly accept no liability for any loss, damage, injury, illness, harm or death which any Client may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise unless, in the case of injury or death, it is due to the negligent act or omission of the Company. The contract in use by the Principal (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the Principal and the Client and any right of recourse the Client may have, will be solely against the Principal. The KnK Shuttles and Tours will provide the identity and terms and conditions (or access thereto) of all the Principals relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarise themselves with such terms and conditions ('the Principal's Conditions').

6. AIR TICKETS

These tickets are linked to contracts ('Air T&C') which are very complex and can entail very strict requirements regarding the change, airport and departure taxes and cancellation provisions and you MUST enquire about ALL the applicable conditions BEFORE you pay for the ticket. You should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, you are not allowed to use such tickets/coupons out of sequence or to 'skip' one (and e.g. opt for a train, bus or car transport) as this will VOID the entire balance of the journey/itinerary. 'No-shows' may result in the ticket being voided and/or the Client being charged a cancellation fee. Note that the Air T&C shall constitute the sole contract between the airline and the Client and any right of recourse the Client may have, will be solely against the airline in terms of the Air T&C. Your rights of recourse as a consequence of over-booking are prescribed by the CPA. Loyalty programs are governed by strict rules of which the Client must be aware and retention of boarding passes and other documentation pertaining to such programs is the sole responsibility of the Client. Consult the KnK Shuttles and Tours about refunds for unused tickets as strict deadlines apply.

7. BOOKING, DEPOSIT AND RESERVATION

Once the Client has filled in the travel enquiry form, responded to an advertisement verbally or in writing or via e-mail or the Internet or has, without reference to any of the aforesaid, asked for more details (collectively referred to as 'the Enquiry'), about a particular destination, trip, tour or mode of travel (collectively referred to as 'the Proposed Travel Arrangements') the KnK Shuttles and Tours will prepare and provide the Client with an estimate (by hand, telefax or e-mail) ('the Estimate'). Upon the Client's written confirmation that the facts and information contained in the Estimate are correct and upon acceptance of these Conditions by the Client initialling or ticking the relevant tick boxes, the KnK Shuttles and Tours will prepare a quotation for the Proposed Travel Arrangements ('the Quotation'). A non-refundable deposit of 25% ('the Deposit') of the total estimated value of the Proposed Travel Arrangements ('the Price') as specified in the Quotation is required in order to confirm reservations with Principals ('the Booking'), subject to payment of the balance of the Price in due course as specified herein*. The KnK Shuttles and Tours will not confirm any reservation if the deposit and a signed Quotation are not received. Once the Booking has been completed, the Client will be supplied with the document that will contain the final detail of your Booking ('the Booking Confirmation Form'), which the Client must sign and return to the KnK Shuttles and Tours .

* In the case of air tickets, full payment is required as per the applicable fare rule. If full payment is not received by the applicable date the airline will automatically cancel the reservations.

8. DESTINATION SELECTION

The Client acknowledges that it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the Internet. It also acknowledges that such brochures and/or the Internet have been compiled and are managed and updated by the Principal over which the KnK Shuttles and Tours has no control.

Accordingly, the KnK Shuttles and Tours cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Principal.

9. PAYMENT AND PAYMENT TERMS

The balance of the Price is due not later than six weeks prior to departure [OR on or before the date specified in the Quotation or the Booking Confirmation Form]. If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a courier service, which will be for the Client's account or the KnK Shuttles and Tours may cancel the Booking. Late payment may also result in the cancellation of the reservation by the Principal. The Client undertakes to pay the KnK Shuttles and Tours interest at a rate of 5% above the prime rate charged by the KnK Shuttles and Tours's bank on any payment made after the due date. Credit card payments are subject to due completion of and upon the terms and conditions specified in the KnK Shuttles and Tours's credit card authorization form.

Rates cannot be guaranteed until full payment has been received.

In some instances, some charges may apply and are payable directly by the client.

All prices are subject to change and availability at time of booking. If alternative accommodation or services are used, prices may vary accordingly.

Unless specifically stated as a CONFIRMATION of reservation, no bookings have yet been made.

Price increases resulting from increases in Government taxes or levies, including entrance fees to National Parks, will be passed on to clients

10. PRICES

Prices are quoted at the ruling daily exchange rate. Until the KnK Shuttles and Tours has received payment of the Price in full, it reserves the right to charge any fluctuations to the Client's account and the Client undertakes to pay for any such fluctuation on demand. The onus will be on the Client to check that there have been no changes in the Price prior to making full and final payment. However, once payment of the Price in full is received, the Price is guaranteed (subject to statutory increases such as VAT). However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by the KnK Shuttles and Tours (PLEASE NOTE: This applies especially regarding airport taxes for the entire journey).

Should the Client be a group booking and the group number deviate from the number required for the Booking, the Principal may reserve the right to re-cost the Price and raise a surcharge. Should any Client refuse to accept and pay such surcharge, it may result in the Principal cancelling the Booking and retain any payment made (The KnK Shuttles and Tours will be entitled to retain any service fees charged).

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11. RESPONSIBILITY, LIMITATION OF LIABILITY AND INDEMNITY

The Proposed Travel Arrangements are made on the express condition that The KnK Shuttles and Tours, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss (financial or otherwise), damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client whether on the tour or journey or not), to or of their luggage, or other property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of the KnK Shuttles and Tours whatsoever. The KnK Shuttles and Tours, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever and howsoever arising.

12. INSURANCE

It is strongly advised that all Clients take out adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment (Note that this is not an exhaustive list). The KnK Shuttles and Tours will not be responsible or liable if the Client fails to take adequate insurance cover at all. It shall not be obligatory upon the

KnK Shuttles and Tours to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by the KnK Shuttles and Tours pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and the KnK Shuttles and Tours shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers. Once the insurance has been confirmed and paid for, the Client will be issued with a policy document of the insurer. It is a complex document which must be read BEFORE you initiate your travel so that you can address any queries you may have to the insurer BEFORE you depart.

Please note that various credit card companies offer limited levels of travel insurance, which the KnK Shuttles and Tours does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

13. TRAVEL DOCUMENTS

Documents (vouchers, itineraries etc) are only prepared and released on receipt of payment of the Price in full. Upon receipt of your travel documents, PLEASE CHECK that ALL the details therein are correct.

14. PASSPORTS, VISAS AND HEALTH

It is entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time, and will be valid for six months after return to home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with the KnK Shuttles and Tours before travelling. The KnK Shuttles and Tours will endeavour to assist the Client but such assistance will be at the KnK Shuttles and Tours 's discretion and the Client acknowledges that in doing so, the KnK Shuttles and Tours is not assuming any obligation or liability and the Client indemnifies the KnK Shuttles and Tours against any consequences of non-compliance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the Proposed Travel Arrangements. Please note that All visitors to South Africa and all clients who are travelling from RSA to another country are required to have a minimum of three blank pages in their passport excluding the front and back cover to enable the entry visa to be issued – However in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin. Please ensure that all passports are renewed.

The client must ensure that the details supplied to the KnK Shuttles and Tours mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 6 months after your scheduled return to South Africa.

Non South African passport holders may also be required to have re-entry documentation and it is entirely the client's duty to ensure that such documentation is in order before departure.

15. MALARIA AND OTHER TROPICAL DISEASES: WARNING

Certain parts covered by your itinerary are areas where there is a high-risk of malaria and other tropical diseases. We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return.

16. LATE BOOKING AND AMENDMENT FEES

A late booking fee of R 300.00 [**] per booking may be charged in respect of bookings received within 4 working days prior to the departure date and for 2 working days or less R400.00 [**] per booking. This charge is levied to cover the communication expenses involved. An amendment fee of R200.00 [**] per booking may be levied for any changes to the confirmed itinerary.

17. CANCELLATION

In the event of the Client cancelling the Booking, the KnK Shuttles and Tours shall have the right to either claim the Deposit or to retain the Deposit and claim damages suffered by the KnK Shuttles and Tours. The Principals may reserve the right to cancel any tour before departure, in which event the entire payment will be refunded to the Client without any further obligation on the part of the KnK Shuttles and Tours. The maximum cancellation fee, which may be imposed in the event of a Client cancelling, is as follows (Principals may charge cancellation fees over and above those stated below):

If a booking is cancelled between 60 days prior or less to arrival, a minimum of 50% cancellation fee will be charged.

For bookings cancelled 30 days prior to arrival or less, a minimum of 75% cancellation fee will be charged

If a booking is cancelled 14 days or less prior to arrival, a 100% cancellation fee may be charged.

However, in certain instances, some establishments may have more stringent cancellation policies, in which case their cancellation policies will be applicable.

All flights are non-refundable.

All cancellations must be in writing.

18. UNSCHEDULED EXTENSIONS

In the unlikely event of there being an unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the KnK Shuttles and Tours , its agents or the Principal, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for the Client's account.

19. ITINERARY VARIATIONS AND TRANSFERS

While every effort is made to keep to the final itinerary, Principals and/or the KnK Shuttles and Tours reserve the right to make changes for the Client's convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary and this does not constitute any reason for a refund. It is the Client's duty to check each amendment to the itinerary and also to sign the final one.

20. BREAKAWAYS

While it is possible to break away from the itinerary, it is understood that such breakaways will be for the Client's account.

21. LAW AND JURISDICTION

South African law and the jurisdiction of South African courts will govern the relationship between the Client and the KnK Shuttles and Tours. The KnK Shuttles and Tours shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

22. CONDUCT

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23. SPECIAL REQUESTS

Clients who have special requests must specify such requests to the KnK Shuttles and Tours in the Enquiry or in response to the Estimate. Whilst the KnK Shuttles and

Tours will use its best endeavours to accommodate such requests, it does not guarantee that it will.

25. AMENDMENTS

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the KnK Shuttles and Tours.

26. REFUNDS

No refunds will be considered in any circumstances whatsoever by the KnK Shuttles and Tours . Refunds by the Principals will be subject to their terms and conditions. The KnK Shuttles and Tours is entitled to charge an administration fee for handling of refunds.

27. FORCE MAJEURE

The KnK Shuttles and Tours shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or frustrated by strike, lock-out, civil commotion, war, act of God, force majeure, lack of materials, operation of law or regulations or order made by any statutory or other duly constituted authorities or any other cause beyond the control of the KnK Shuttles and Tours. Force Majeure includes renovations that may be carried out at your resort whilst the KnK Shuttles and Tours will use its best endeavours to provide current information in that regard and whilst the resort will use its best endeavours to keep any inconvenience to a minimum, the fact that restoration or renovations are being carried out does not constitute grounds for any claim against the KnK Shuttles and Tours .

The KnK Shuttles and Tours will use its best endeavours to recover from third parties such monies as may have been paid to them on behalf of the Client. All monies so recovered by the KnK Shuttles and Tours will be reimbursed to the Client, less a cancellation charge based on the time spent on the booking by the agent on the changes as well as lost revenue to the agent due the cancellation. Professional fees earned by the KnK Shuttles and Tours are non-refundable.

28. CURRENCY DECLARATIONS

The Client must lodge a currency declaration (in the event of trans-border travel) with the KnK Shuttles and Tours before the travel documents will be released.

29. FOREIGN EXCHANGE REGULATION COMPLIANCE

This is the Client's exclusive duty. This will apply especially when the Client instructs the KnK Shuttles and Tours to make and pay for travel arrangements on the Internet.

30. E-TICKETING

The Client must be ready to show their identity document and possibly their credit card at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for EACH MINOR.

31. INTERNET BOOKINGS

If the Client requests or instructs the KnK Shuttles and Tours to do bookings via the Internet, the Client irrevocably authorises the KnK Shuttles and Tours to do the following on its behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payments and (3) accept booking conditions.

32. CONFIDENTIALITY

Subject to statutory constraints or compliance with an order of court, the KnK Shuttles and Tours undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

33. CONFIRMATION OF TRAVEL ARRANGEMENTS

All onward travel arrangements (local and international and on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 hours prior to departure.

34. TAXES AND SURCHARGES

Where possible airport and airline taxes and surcharges are reflected in all prices. It should be noted that certain airlines invoke additional taxes and/or surcharges if any changes are made to the tickets and/or routing even if the ticket has been fully paid. Furthermore, it is important that you check with the KnK Shuttles and Tours prior to departure from South Africa what the current airport departure tax is for all the countries you will be passing through as these taxes are usually payable in the local currency and must be provided for.

35. DOMICILIUM ET EXECUTANDI

The parties elect their respective domicile et executant as reflected in the Booking.

36. ENTIRE CONTRACT

The Conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and the Client acknowledges that

he/she has not relied on any matter or thing stated on behalf of the KnK Shuttles and Tours or otherwise that is not included herein.

