

AFRICAN SAFARI GROUP TERMS AND CONDITIONS

By using our website and travel services, you agree to the following terms and conditions between ASG HOLDINGS (PTY) LTD (2021/010590/07) trading as ASG (“**ASG**”) and yourself:

1. Agreement

1.1. You hereby acknowledge that you are 18 years of age or older and that you understand and have the legal capacity (and authority) to enter into this legally binding contract and transact with us, and you also agree with the Terms below (“**the Terms**”), on behalf of yourself and those that accompany you (including minors) and any third party beneficiary (e.g. collectively called the “**Attendees**”).

2. Authority and Mandate of Client

2.1. **WARRANTY BY CLIENTS:** The payer and all Attendees (hereinafter collectively called “**the Client**” or “**you**” or “**your**”) **warrant and represent that they have the full knowledge, express authority, mandate and consent of all persons included in the Booking, including all Attendees, to enter into and bind them to these Terms.**

2.2. The Client undertakes to draw these Terms to the attention of each Attendee prior to or upon confirming the Booking and accepts full responsibility for ensuring that each Attendee is made aware of, understands, and agrees to be bound by these Terms.

2.3. This warranty applies to all travellers, including minors. Where any Attendee is a minor or otherwise lacks full legal capacity, the Client warrants and represents that they are the parent, legal guardian, or duly authorised representative of such Attendee and are lawfully empowered to accept and bind such Attendee to these Terms on their behalf.

2.4. *By using the website or our travel services, you agree to be bound by these Terms and to use the website and the travel service in compliance with these Terms.*

3. Services

3.1. We deliver travel services and charge you a fee for the provision of this service (our “**service fee**”), which is included in the total fee or invoice charged to you (the “**Booking Value**”). **No additional fees will be raised by us other than as set out herein and our quotation/invoice.** By using our service, you agree to pay our service fee. For purposes of this Agreement, “**Booking**” means any reservation, order, or arrangement made by you through us for travel, accommodation, transport, or related services provided by our third-party suppliers (“**Suppliers**”).

3.2. **ASG operates exclusively as an agent and intermediary for its respective Suppliers. Accordingly, any agreement arising from the acceptance of a Booking is between the Client and the relevant Supplier, except the travel service agreement entered into directly with ASG. All supplier services are provided subject to the applicable Supplier terms and conditions, and supplier prices may be subject to change or surcharges beyond ASG’s control. At ASG’s discretion, ASG may assist the Client with communications or refund processes, without assuming liability for the Supplier’s acts or omissions.** If a Supplier authorises a refund, ASG will facilitate such refund in accordance with Central Bank regulations and subject to applicable banking fees and our administrative charges outlined below.

3.3. All travel products arranged through ASG are subject to the applicable terms and conditions of the relevant third-party Supplier. **You, as the Client, are responsible for familiarising yourself with those Supplier terms and conditions, which apply directly to you as their customer.** By engaging with ASG and by making payment through our portal or otherwise, the Client confirms that they have read, understood, and agreed to be bound by:

3.3.1. These Terms (as published on our website and linked in our communications), and

3.3.2. The terms and conditions of all relevant Suppliers, which are hereby incorporated by reference.

3.4. The Client acknowledges and accepts that the choice of payment method or gateway is made at their own risk. ASG shall not be liable for any delay, loss of funds, theft, fraud, insolvency, liquidation, or any other failure or error arising from the payment platform, banking institution, or intermediary selected by the Client.

If you are uncertain about any aspect of the transaction or the consequences of a Supplier’s terms, it is your responsibility to seek clarification from the Supplier before finalising the Booking.

Please note: travel products and services offered by ASG (on behalf of our Suppliers) are provided on an “as is” (voetstoots) basis, subject to the relevant Supplier’s warranty, refund and cancellation terms.

3.5. ASG charges a flat service fee, which is already included in your total Booking Value quoted to you. This service fee does not increase the Booking Value, and **ASG will not charge you more than the prescriptive retail rate. This service fee is deemed earned in full upon your confirmation of the Booking, at which point it becomes immediately payable and non-refundable, regardless of**

any subsequent changes, cancellations, or refunds relating to the underlying travel products.

By accepting these terms, you expressly authorise ASG to deduct the service fee from any amounts paid to or held by us on your behalf, including in circumstances where chargebacks or Supplier refunds occur. You acknowledge and agree that, in addition to the service fee, ASG may also receive commissions or incentives from suppliers in connection with your booking. Such commissions do not affect the amount payable by you.

3.6. If you submit a request for travel products to us, ASG will provide you with a Quotation and/or Invoice, which you must review and check to correct any mistakes thereon before finally confirming a Booking to us. Payment against our invoice will constitute your acceptance of the invoice (and its contents) and these Terms, confirming your booking. No agreement will exist regarding your travel arrangements until you have paid the deposit or fee called for on our invoice and paid through our payment option(s).

4. Booking Terms and Conditions

4.1. Please verify that all the details in your invoice are correct. We are not responsible for any loss, damage, delay, or cancellation resulting from incorrect information you provided or errors you did not correct, unless the Booking you receive on arrival differs from what was shown on our website and invoice.

4.2. All prices are quoted in ZAR (South African Rands), except if indicated otherwise, and must be paid without deduction, set-off, or bank or currency exchange charges.

4.3. Please note that Quotations are valid for five working days (based on South African business days) and are subject to these Terms. Quotations exclude any items, services, or charges not explicitly listed in the Quote. This includes but is not limited to: drinks, laundry, personal services, communication and business services, gratuities, portorage, incidental expenses (such as excess luggage and no-show penalties), excluded beverages, unpaid room extras or optional activities, and credit card fees (collectively referred to as "extras"). Therefore, extras not included in ASG's quote or invoice remain your responsibility.

5. Payment Policy

5.1. We accept payments through an online payment processor, either Peach Payments, PayPal.com, or Flywire, or by reselling the Products to a reseller as the merchant of record for Amex transactions (in which case [Turnstay's terms and conditions](#) will also apply to you, and their payment terms must be accessed through the supplied hyperlink). These online payment processors all accept credit and debit cards, or you can make a payment through direct EFT (Electronic Funds Transfer) to our Bank account held at First National Bank of South Africa.

5.2. In order to secure your booking, a 30% deposit ("**Deposit**") is required within 48 hours of booking, unless it is for scheduled air travel, in which case 100% payment is required upon booking. However, we reserve the right to request higher deposits for tailor-made products and/or bookings during the peak travel season.

5.3. The remaining balance of a Booking is due and payable no later than 60 days before travel; or, where your Booking is made less than 60 days before travel, we require 100% payment upfront.

5.4. **A Booking is only confirmed and secured once we have received the full payment in our bank account.** Should any discount be applied, the discount is realised upon the full and final payment.

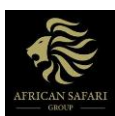
5.5. We will try our best to contact you with payment reminders. Still, please note that if a payment is not received on time or in the correct amount, we reserve the right to release your reserved Booking(s), regardless of any payment(s) already received, without penalty or liability to us.

5.6. In the event of fluctuations in charges (including but not limited to exchange rates, airfares, taxes, and other costs associated with land arrangements) beyond our control, you agree that ASG has the right to pass on the relevant increases to you. You will be given due notice of any such increases and agree to pay the additional costs. Any foreign currency payments we receive will be converted to ZAR on the date of receipt in our bank accounts, using the conversion rate offered by our bankers on that date. The converted amount will be your responsibility, and ASG will not be liable for any losses resulting from currency conversion rates at any time.

5.7. In the event of an overpayment—where a client or payee inadvertently pays an amount exceeding the amount due—any refund of the excess will be subject to a deduction for bank charges and an administrative fee totalling 5% of the refundable amount. This is to cover the costs incurred by ASG both upon receipt and processing of the original payment, as well as during the refund process.

6. Cancellation & Refund Policy

6.1. All Client cancellations must be done in writing and only via email. For the purposes of this Agreement, any request by the Client to change the dates of a confirmed Booking shall be deemed a



cancellation, unless otherwise agreed in writing by ASG and the relevant Supplier. Accordingly, ASG and/or its Suppliers shall be entitled to raise cancellation penalties in respect of such date changes, in accordance with the cancellation rules set out in clause 6.9 below. The Client acknowledges that postponements are subject to availability and the discretion of the Supplier, and that ASG's service fee remains non-refundable in all cases.

6.2. **It is the Client's sole responsibility to obtain full and comprehensive travel insurance** promptly after making the first payment. Such insurance must cover all aspects of the booking, including cancellation for any reason.

6.3. If a Client cancels their booking and sufficient notice is given, ASG will always use reasonable efforts to secure alternative dates, subject to availability, the Supplier's terms and the discretion of the relevant Supplier's management.

6.4. If a date change and/or travel is no longer possible and ASG is able to obtain a waiver of cancellation fees and/or secure an *ex-gratia* refund from the relevant Suppliers, **ASG will reimburse the Client the amount as received from the Supplier, less a 3% banking fee** for processing the refund.

6.5. *Refunds always exclude our service fee, which is earned when confirming your Booking, and is non-refundable.*

6.6. All flight bookings are subject to cancellation fees as determined by the relevant airline and/or operator.

6.7. **To the extent permitted by applicable law, the Client agrees not to initiate a chargeback with their credit card company or bank for any amount charged pursuant to a Booking, without first notifying ASG in writing and giving ASG an opportunity to resolve the dispute. A chargeback in breach of this clause (especially relating to service fees already earned-see 6.1&6.5) constitutes a material breach of these Terms. If a Client initiates a chargeback in violation of this clause, ASG or its Suppliers reserve the right to dispute the chargeback, recover the amount via collection or legal action, and claim the service fee and any associated damages suffered in South African courts, subject to their jurisdiction and laws.**

6.8. Note that no cooling-off period (for you to cancel your Booking) applies to your Booking, as it involves leisure services, accommodation, and travel for a specified date.

6.9. Subject to this clause 6 and 3.3 above, *any changes* made by you to your initial Booking that result in a reduction of the total travel costs ("**Booking Value**"), will be regarded as a partial cancellation, or a full cancellation (if the entire Booking is cancelled). In these situations, **the following cancellation rules will apply to the partial or full cancellation of your Booking:**

6.9.1. Cancellations made between the date of Booking and 61 days prior to arrival – the Client **forfeits the Deposit, or 30% of the payment (whichever is greater)** as non-refundable and non-transferable, to the extent that this amount has fallen due or has been paid to ASG or the relevant Supplier;

6.9.2. For cancellations made within 60 days of arrival, or in the event of non-arrival – a cancellation fee equal to **100%** of the Booking Value will be charged by ASG and/or its Suppliers, depending on Supplier terms and irrecoverable costs incurred;

6.9.3. For any cancellation of a postponed Booking, Credit Voucher or Credit Voucher Booking (at any time) - a **cancellation fee** equal to **100%** of the applicable Booking or Credit Voucher Value will be charged.

7. Force Majeure

7.1. Except as expressly stated in this agreement, ASG shall not be liable to the Client, the payer, or any attendees (hereinafter collectively referred to as the "Other Parties") for any failure to perform, delay in performance, or adverse effect on its contractual obligations, where such failure, delay or impact arises from an event that ASG's and/or its Suppliers could not reasonably have foreseen, prevented, or avoided, even with the exercise of due care. Such Force Majeure Events include, but are not limited to: war, threat of war, civil unrest, terrorist activity (or the threat thereof), riot, actions of any government or local authority, industrial disputes, natural or nuclear disasters, fire, chemical or biological disasters, extreme weather conditions, epidemic or pandemic, severe transportation restrictions, utility or supply failures, insolvency or liquidation of Suppliers, legal impediments, or any other circumstance beyond the reasonable control of ASG and/or its Suppliers (collectively referred to as "**Force Majeure Events**").

7.2. **If ASG or any of its Suppliers is required to cancel or terminate the Booking or any part thereof as a result of a Force Majeure Event, ASG's obligations under these Terms and in relation to the affected portion of your Booking shall cease.** The Other Parties remain liable for ASG's service fee, and any refund due from Suppliers will be dealt with in accordance with clause 3 above (if applicable), subject always to the CPA and the Supplier's refund policies.

8. Travel Insurance

8.1. The Client, the payer and its attendees, jointly and severally (the “**Other Parties**”) agree that **it is their responsibility to obtain full and comprehensive travel insurance** promptly after making the first payment, and that the Other Parties shall be responsible for taking out and maintaining comprehensive travel, personal, health and general insurance in amounts sufficient to adequately cover all risks (including amongst others Force Majeure Events) and to compensate them for any loss, damage to, or destruction of any property, or the death or injury of any person, and **THE OTHER PARTIES INDEMNIFY ASG AGAINST ANY LIABILITY IN THIS REGARD**, but excluding ASG’s gross negligence or wilful misconduct.

8.2. **The Other Parties will have no recourse against ASG and/or the Suppliers for monies lost due to non-refundable payments, where such parties have not taken out comprehensive travel insurance.**

9. Travel Documents

9.1. It is your responsibility to ensure that you have the correct travel documents and meet all the visa and health requirements and that these documents are valid throughout your Booked trip. Travel documents include (without limitation) visas, passports, medical and immunisation documents and driver’s licences. Valid passports that will not expire for at least six months after entry are required. If unsure of any requirements, you are advised to contact the consulate/embassy concerned, as ASG cannot advise you. Please note that anyone travelling to Southern Africa must have two consecutive blank pages in their passport, which lie side by side when the passport is open (i.e. a left and a right-hand page). Attendees travelling to Southern Africa with passports that do not comply with these requirements will either be stopped from boarding the aircraft or risk deportation upon arrival in Southern Africa.

10. Children

10.1. In response to concerns around child trafficking, South African immigration laws impose specific documentation requirements for minors (persons under 18 years) travelling into or out of the country. It is the responsibility of each Attendee to ensure that all children travelling with them—whether accompanied by one parent, both parents, legal guardians, or unaccompanied—comply with the entry and exit requirements of both South Africa and the destination country.

10.2. These may include, but are not limited to:

10.2.1. Valid passports,

10.2.2. Original, unabridged or certified copies of such birth certificates,

10.2.3. Parental consent affidavits (where one or both parents are not travelling), and

10.2.4. Legal guardianship or court orders, where applicable.

10.3. Failure to produce the required documentation may result in denial of boarding or entry/exit at borders. ASG is not responsible for any costs, delays, or consequences arising from non-compliance with such requirements.

11. Data and Privacy

11.1. By registering on our website, we ensure that website users can manage their accounts and email preferences when they sign in to the website so that they may receive as many, or as few, emails as they like. Our Anti-Spam Policy provides for permission-based email only (meaning we require your say so before sending you any marketing emails), and users may opt out or change email preferences by following a link in the footer of all marketing emails, or by visiting their account at www.africansafarigroup.com to change these settings. Some communications (for example, important account notifications and billing information) are considered transactional and are necessary for all of our customers.

11.2. To unsubscribe from these communications, you must cancel your ASG account by emailing us at: hi@africansafarigroup.com.

11.3. The Client warrants that the personal information provided for the Client and all Attendees (including minors under their care) is up to date, true, current and correct and undertakes to inform ASG immediately of any changes.

11.4. By engaging with ASG’s travel services, making use of its website or communication channels, the Client and, on behalf of all Attendees (including minor children under your care), hereby consents to the collection, use, and processing of their personal information by ASG for the following purposes:

11.4.1. Rendering travel services and facilitating and managing the Booking;

11.4.2. Communicating with the Client and Attendees;

11.4.3. Processing payments and refunds;

11.4.4. Compliance with legal and regulatory obligations (including FICA);



11.4.5. Liaising with third-party service providers, amongst others, our Suppliers, insurers, banks, and payment processors, and competition sponsors or participants (collectively the “**Authorised Third Parties**”);

11.4.6. Marketing related products and services (subject to your right to opt out).

“**Personal information**” includes, but is not limited to, the information you provide to us, including Attendees’ names, contact details, ID/passport numbers, medical information and dietary requirements where required, travel documents, emergency contact numbers and payment details. We do not store credit card numbers.

11.5. In addition to personal information that you choose to give us, we may also collect information about your computer, which may include your IP address, operating system, web browser software, screen resolution and referring website.

11.6. ASG undertakes to process personal information lawfully, in accordance with POPIA, and only for the purposes set out in this clause. ASG will not share personal information with third parties except where:

11.6.1. Necessary for rendering the travel services;

11.6.2. Authorised by law;

11.6.3. Authorised by the Client.

11.7. The Client accepts responsibility for ensuring that all Attendees (including minor children) are made aware of and consent to the collection and processing of their personal information. If any Attendee objects to the processing of specific information, the Client must notify ASG in writing at: hi@africansafarigroup.com.

11.8. The Client consents to the cross-border transfer of personal information where necessary to fulfil the Booking. ASG will take reasonable steps to ensure that any recipient in another country provides a level of protection that is substantially similar to that required by the Protection of Personal Information Act 4 of 2013 (“**POPIA**”), and that their personal information may be retained for as long as it is necessary under applicable legislation.

11.9. While ASG takes reasonable and appropriate technical and organisational measures to protect personal information in accordance with industry standards (including Secure Sockets Layer (SSL) encryption), the Client acknowledges that ASG cannot control the use or further processing of personal information by authorised third parties.

11.10. To the extent permitted by applicable law, **ASG shall not be liable for any loss, damage, penalty or legal cost arising from a breach by any authorised third party of its obligations under POPIA or other applicable data protection laws**, provided that ASG has taken reasonable steps to ensure that such third parties implement appropriate safeguards as required by law.

11.11. ASG may use “cookies” on its website to enhance user experience, and for marketing or analytics. Cookies are standard, harmless text files that collect usage preferences. Clients can adjust their browser settings to decline cookies if preferred.

11.12. The Client agrees that telephone calls may be recorded for quality assurance and service improvement. Any content (e.g., emails, messages, reviews, or website submissions) voluntarily submitted by the Client may be used by ASG (or third parties with ASG’s consent) for commercial or promotional purposes. The Client grants ASG a non-exclusive, royalty-free, perpetual licence to use such content and waives any rights thereto.

12. Risk Acknowledgement

12.1. The Client acknowledges that the Booking may include **inherently hazardous or adventure-based activities**, including (without limitation) game drives, walking safaris, boating, light aircraft transfers, off-road travel, remote-area accommodation, interaction with wildlife, and activities conducted in environments where **medical facilities, emergency response or evacuation may be limited or delayed**.

12.2. The Client and all Attendees **voluntarily assume all risks** associated with such activities, whether foreseeable or not, and acknowledge that **injury, illness, death, loss or damage** may occur even where reasonable care is exercised by Suppliers or third parties.

13. Disclaimer

13.1. To the fullest extent permitted by law, the Client **assumes such risks on behalf of all Attendees** and hereby **indemnifies and holds harmless ASG**, its directors, employees, agents and contractors, against **any claim, loss, liability, damage or expense** arising from or in connection with:

13.2. participation by an Attendee in any activity forming part of the Booking;

13.3. the acts or omissions of Suppliers or third parties;

13.4. any failure by the Client or an Attendee to follow safety instructions or comply with local laws or Supplier requirements; or



13.5. any claim instituted by or on behalf of an Attendee against ASG, except to the extent caused by ASG's **gross negligence or wilful misconduct**.

13.6. The Client confirms that they have been advised of the importance of **comprehensive travel and medical insurance**, including emergency evacuation cover, and **accepts full responsibility** for ensuring that such insurance is in place for all Attendees.

13.7.

13.8. **Although ASG takes reasonable care in vetting its Suppliers, it does not warrant or guarantee the suitability, safety, standard, or performance of any Supplier, product, or service. ASG shall not be liable for any dissatisfaction, dispute, or claim arising between a Client (and/or Attendee) and a Supplier.**

13.9. While ASG endeavours to ensure that all information provided on its website and through its travel services is accurate, up-to-date, and complete, **neither ASG nor its employees, agents, Suppliers, or affiliates make any warranties or representations, whether express or implied, regarding the accuracy, reliability, or completeness of such content, or the uninterrupted or error-free operation of the website.**

13.10. **Without repeating the agency relationship set out in clause 3.2, the Client acknowledges that many aspects of the Booking (including accommodation, transport, excursions and activities) fall outside ASG's direct control.**

13.11. **To the fullest extent permitted by law, ASG shall not be liable for any injury, illness, death, loss, damage, delay or irregularity arising from:**

13.12. **the acts or omissions of any Supplier or third party;**

13.13. **any failure, defect or shortcoming in Supplier services or facilities; or**

13.14. **the insolvency or liquidation of any Supplier,**

save to the extent caused by ASG's gross negligence or wilful misconduct.

14. Applicable Law, Costs

14.1. This website is created, maintained, and controlled in South Africa, and as such, the laws of South Africa and the jurisdiction of the South African courts govern the use of the Website and our travel services, as well as the use or inability to use this website and the Booking.

14.2. By entering into these Terms with us, you agree to the jurisdiction of the High Court, Western Cape Division, in Cape Town.

14.3. ASG shall be entitled to recover all legal costs on the highest scale permissible in law should it elect to obtain legal opinion or institute or defend legal action against the Client/Attendee.

15. Change to Agreement

15.1. ASG reserves the right to change the website and these Terms at any time upon notice if posted on our website, and you agree that such changes will apply to you and your Booking once they are published on our Website.

16. General

16.1. This agreement, together with the Invoices hereto and the Supplier's terms and conditions, constitutes the sole record of the agreement between the parties regarding the subject matter.

16.2. No addition to, variation, or agreed cancellation of this agreement or any of the appendices (Supplier terms and conditions, amongst others) hereto shall be of any force or effect unless in writing and signed by or on behalf of the parties in a non-electronic format.

16.3. The grant of any indulgence, extension of time or relaxation of any provision by ASG ("**Grantor**") under this Agreement shall not constitute a waiver of any right by the Grantor or prevent or adversely affect the exercise by the Grantor of any existing or future right of the Grantor.

14 May 2026