



1. Area of Application and Definitions

A 1 CLIENT AUTHORITY The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read, had 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').

1.1 - A tour operator is an entrepreneur who either directly or via another entrepreneur or together with another entrepreneur compiles package tours and contractually arranges or offers them hereto referred as ZULA ZULA Adventure bus

The tour operator provides their services in accordance with the legal regulations, in particular the Package Travel Directive (PTD), and the Package Travel Ordinance (PTO) with the diligence of a prudent contractor. An entrepreneur is any natural or legal person who meets the requirements for an entrepreneur as per Companies Intellectual Property Commission (CIPC) legislations

1.2 The General Terms and Conditions shall be deemed to have been agreed, if they have been made available before the traveller is bound to a contract by a declaration of contract or if the traveller was able to view their contents. They supplement the package travel contract concluded with the traveller. If the traveller is booking for third parties (fellow travellers), they confirm that they have been authorised by said third parties to procure an offer for them, to agree to the general terms and conditions for them and to conclude a package travel contract for them. The traveller, who is making a booking for themselves or a third party, is thus considered to be the client and thus assumes the obligations of the contract with the tour operator (e.g. payments, withdrawal from the contract, etc.)

1.3 A traveller is any person who intends to conclude a contract subject to the provisions of the Package Travel Directive (e.g. package travel contract) or who is entitled to use travel services on the basis of such a contract.

1.4 Availability and reservations All quotations are made subject to a vehicle of the type and specifications (capacity mentioned herein), availability from sub-contractors (including accommodation establishments, tourist attractions and activities being available on the date required at the time of acceptance. It is therefore, in the interest of the client to confirm the acceptance with the least possible delay.

1.5 Confirmation of services will only be processed and confirmed by ZULA ZULA Adventure Bus once an acceptance of an official order or payment is received.

1.6 Tours can only be booked with ZULA ZULA Adventure Bus by e-mail confirmation. Your signature on this document confirms your acceptance of these terms and conditions as a binding contract between ZULA ZULA Adventure Bus and yourself, the participant. Zula Zula Adventure Bus cannot accept any tour participant without a written booking confirmation by e-mail.

1.8 *Package tours:* 10 to 25% non-refundable deposit payable *Day tours:* 50% deposit at confirmation of booking 100% payment 25 days prior to tour date for weekend and longer tours

1.9 ZULA ZULA Adventure Bus takes no responsibility for the actions of participants who commit any unlawful acts in South Africa. ZZAB reserves the right to exclude any client from the tour at their own expense and repatriation, if their behaviour warrants it.

2. Payment Obligations

2.0 Cancellation of any booking must be received in writing and acknowledged by ZULA ZULA Adventure Bus Any cancellation fees and expenses occurred will be deducted before refunding the client the remaining monies received. If the participant fails to join a tour or joins it after departure, or leaves it prior to its completion, no reimbursement will be made. Please note: Travel and cancellation insurance is highly recommended for all clients. The onus is on the client to arrange this travel insurance at the time of booking.

2.1 Should a tour for unforeseen circumstances be cancelled by ZULA ZULA Adventure Bus, we will either refund full payment or offer an alternative tour. This refund only refers to bookings made through ZULA ZULA Adventure Bus [ZZAB] in South Africa. If ZZAB should curtail a tour after departure for any pertinent reason, i.e. wars, strikes, severe weather conditions or acts of God, then ZULA ZULA Adventure Bus will not be held liable for any form of refund. Please note for non-private group tours there is a set minimum number of participants on a tour. We reserve the right to cancel a tour if this number is not reached.

2.2 The client (booking client) or Passenger will be responsible for any loss or damage caused to the vehicle, its fittings or equipment by the negligence or misconduct of any passenger.

2.3 Baggage insurance is recommended as ZZAB can assume no responsibility for loss and damage to luggage or personal belongings, under any circumstances. Baggage turned over to ZZAB for transport each day is done so at participant's own risk. Passengers baggage need to be clearly marked with their name and surname.

2.4 The client should familiarize him/herself with the tour itinerary and confirm that they are medically fit to undertake the tour. Any participant with a known medical illness or condition must reveal this fact at the time of booking, and make the necessary arrangements for the provision of any drugs or treatments that may be needed during the tour. Such clients will be required to provide a medical certificate from his or her doctor to confirm that they are physically fit to travel. ZZAB will hold this information in the strictest of confidence. It is necessary to have comprehensive medical insurance for this trip

2.5 PAYMENT. All payments for services to be rendered by ZZAB, must be paid in full by the client, before the commencement of the services booked and confirmed.

2.6 The client will not permit the carrying of more passengers than the authorised number of seats in the vehicle, and will not allow any passenger to sit anywhere in or on the vehicle except in the passenger seat provided

2.8 Zula Zula Adventure Bus reserves the right to decline, to execute or to complete any contract, should the above conditions not be strictly complied with. Such rights, when exercised by ZZAB, shall be without prejudice to its rights to claim damages or other relief from the client.

2.9 If the traveller does not meet their payment obligations according to set out terms of payment, the tour operator reserves the right, after issuing a reminder and setting a deadline, to withdraw from the contract and to claim damages in accordance with the compensation rate.

3.0 Any special requests must be advised to us at the time of booking e.g. diet, room location, room type i.e. twin/double, a particular facility at a hotel etc. i.e. swimming pool, gym, etc. You also need to confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation itinerary or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part and we do not accept bookings that are conditional upon any special request being met.

3.1 If you are forced or make the personal choice to return home early, we cannot refund the cost of any travel arrangements you have not used. *If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of the travel services provided, we will not offer you any refund for that part of your tour not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment. It is your responsibility to contact your insurer at this time for their instruction and to obtain any receipts locally that are required for your claim.

*The aforementioned stipulations may be waived if the curtailment of your booking is related to the COVID-19 pandemic.

3.2 Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition which may affect their participation in the tour must declare the true nature of such condition and provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen tour. We may require you to produce a doctor's certificate certifying that you are fit to participate, in addition to completing the Tour Suitability Form. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details, and may result in such persons being excluded from the tour in which case all monies paid will be forfeited and we will not be liable to pay any compensation whatsoever.

3.3 Any persons with pre-existing medical conditions. Any person who requires regular care by a doctor or any person with medical or other circumstances we should be aware of. If you feel you need to provide us with additional details

3.4 No unaccompanied minors (i.e. those under 18 years of age) can be accepted on tours operated by us. Children under 18 years of age may travel on select tours provided that they are accompanied by a parent or a guardian who accepts full responsibility for them and subject, in all cases, to our ultimate discretion at some instances we do operate tours solely for under 18, in such instance the parents/guardians should acknowledge responsibility before the tour starts.

3.5 The tours operated or supplied by us have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of potential risk and exposure to potential hazards over and above those associated with normal 'package' holidays. All bookings are accepted on the understanding that you appreciate such risks and hazards and that you undertake all tours at your own volition. For group tours, the specific itinerary, inclusions and additional information related to a holiday is detailed in the tour specific Trip Notes. The trip notes are the singular document that accounts for what will be provided on the holiday. For tailored arrangements, the specific itinerary, inclusions and additional information related to a holiday are detailed in the final PDF copy of your holiday itinerary. If you participate in an activity not specifically detailed as included (or where you sign a waiver to negate an inclusion, i.e. for boating trips)

3.6 Force Majeure Except where otherwise expressly stated in these Booking Conditions we are not obliged to provide a full refund (partial refunds maybe given after deducting unrecoverable costs such as deposits, flight tickets, train tickets, park fees, wildlife permits, visa letters and other) or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control. Check with your travel insurance provider as you may be able to reclaim these costs.

3.7 Your Behaviour

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made, and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

3.8 It is expected that customers must wear seatbelts and remain seated and buckled up at all times while the vehicle is moving.

3.9 Tour prices are quoted in South African Rands (ZAR). The total amount paid for a confirmed booking must be equal to the amount quoted in Rands for the tour. Banking fees and foreign exchange rates must be taken into account when making an electronic payment (EFT or SWIFT) to Zula Zula Adventure Bus. Prices quoted on the website, social media and in printable marketing material are only provided as an indication of the cost of a tour and are subject to change without prior notice. The price quoted in the written confirmation of a booking is binding.

4.0 The safekeeping of your luggage and personal belongings is entirely your responsibility. ZZAB will do what it can to assist its clients in keeping luggage and personal belongings safe and will assist in trying to find luggage that is lost in transit. However, ZZAB cannot be held liable for stolen and lost luggage.

4.1 ZULA ZULA Adventure Bus reserves the right to change an accommodation establishment specified in a tour itinerary if deemed unsuitable or unsafe for clients. This might occur through change of ownership, declining standards of service or the area becoming unsafe.

4.2 ZULA ZULA Adventure Bus is committed to protecting its client's privacy. All information gathered from the online forms on our website is used to personally identify users that subscribe to the service. The information will not be used for anything other than that which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone

4.3 All tours and itineraries conducted by ZULA ZULA Adventure Bus are included on the final price unless stated otherwise, it is the clients responsibility to familiarise themselves with the inclusiveness in the costs of the trip, we are a transportation service company and do not hold any ownership to any destination or establishment, any additional changes, charges made by the venue/establishment shall be passed the client hereto referred as the client/traveller, we will do our utmost best to indicate any additional charges that might be meted out by the destination and or additions in activities/access