

# SUSTAIN

WILDLIFE AND BIRDING SAFARIS

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## BOOKING TERMS AND CONDITIONS

### 1. Introduction

These terms constitute the entire agreement and understanding between you and Sustain Safaris. Your booking, once accepted and confirmed in writing to you, represents a contract between all persons named on the booking form and Sustain Safaris. In circumstances where Sustain Safaris act as an agent for a Tour operator, carrier or hotel, bookings will be subject to that Tour operator's, carrier's or hotel's terms and conditions.

For purposes of these terms and conditions, **Hospitality Services** means any accommodation, meals, activities, spa treatments, taxi or transfer service, or transportation by any other vehicle, booked separately to a Tour.

By Booking a Tour or other Hospitality Services with Sustain Safaris, you agree to be bound and accept all Terms and Conditions as listed below and agree that you have read and understood all such Terms and Conditions.

Please read our booking conditions before completing the booking form.

### 2. About Us

- 2.1. **Company details.** Sustain Ecotourism and Environmental CC (registration number 2010/103256/23) (we and us or Sustain Safaris) is a close corporation registered in South Africa and our registered office is at 40 Frangipani Street, Heldervue, Somerset West, Western Cape, South Africa, 7130. We operate the website [www.sustainsafaris.com](http://www.sustainsafaris.com).
- 2.2. **Contacting us.** To contact us telephone our customer service team at +27 83 670 1436 or e-mail [info@sustainsafaris.com](mailto:info@sustainsafaris.com). How to give us **formal** notice of any matter under the Contract is set out in clause 12.
- 2.3. **How we may contact you.** If we must contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking form.

### 3. Our Contract with You

- 3.1. **Our contract.** These terms and conditions (**Terms**) apply to the booking by you and supply of the Tour by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.2. **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

### 4. Making and Accepting a Booking

- 4.1. **Making a booking.** You must enquire about a Tour or other Hospitality Service using our website or directly by email. Once we receive your enquiry we will send you an email with our booking form (**Booking Form**) and the Tour or other Hospitality Service prices. Please complete the Booking Form and email it to us together with a copy of the biometric page of your passport (for international

clients) or identity document (for local resident clients), and your travelling companion's passport or identity document. A booking is an offer by you to buy the services specified in the booking (**Tour** or other **Hospitality Service**) subject to these Terms.

- 4.2. **Tour extensions.** If the Tour you are booking has an option to extend the Tour, then you must either complete the extension section in the Booking Form or you can email us to request the extension.
- 4.3. **Private Tours.** We do offer Private Tours by prior arrangement where you will be assigned a dedicated Tour leader and as a vehicle for your party only at an additional fee. Please contact us directly to make enquiries on arranging a Private Tour, and to obtain pricing.
- 4.4. **Acknowledging receipt of your booking.** After you make a booking, you will receive an email from us acknowledging that we have received your Booking Form, but please note that this does not mean that your booking has been accepted. Our acceptance of your booking will take place as described in clause 4.4.
- 4.5. **Accepting your booking.** Our acceptance of your booking takes place when we send an email to you to accept it (Booking Confirmation), at which point, and on which date the Contract between you and us will come into existence. The Contract will relate only to the Tour and any extension of the Tour confirmed in the Booking Confirmation.
- 4.6. **Completed booking.** For a booking to be completed, it requires the following:
  - (a) A completed Sustain Booking Form or confirmation email;
  - (b) 25% (twenty-five percent) per person deposit for both the main Tour and per extension 6 (six) months or more prior to departure date;
  - (c) 50% (fifty percent) per person deposit for both the main Tour and per extension 3 (three) to 6 (six) months prior to departure date;
  - (d) 75% (seventy-five percent) per person deposit for both the main Tour and per extension 1 (one) to 3 (three) months prior to departure date;
  - (e) Full payment is required if your booking is made sooner than one (one) month before the start of the Tour.
- 4.7. **If we cannot accept your booking.** If we are unable to accept your booking for any reason, we will inform you of this by email and we will not process your booking. If you have already partly or fully paid for the Tour, we will refund you the amount that you paid.
- 4.8. **Fitness to travel.** We strive to give all our customers full care and attention, but we do need to know at the time of booking if there are any special needs or requirements. It is particularly important that we are advised of any disabilities and also if you intend to bring any specialist equipment such as a wheelchair with you. If you have suffered from a serious medical condition recently, then you should consult with your Doctor about your fitness to travel. Please note some Tours involve a moderate to high amount of walking, therefore we ask customers to check with us in advance if they feel this may be an issue.

## 5. Booking Cancellation and Refund

- 5.1. You may cancel the Contract if you notify us as set out in clause 5.2.
- 5.2. To cancel the Contract, you must email us at [info@sustainsafaris.com](mailto:info@sustainsafaris.com) or write to us at 40 Frangipani Street, Heldervue, Somerset West, Western Cape, South Africa, 7130. Please include details of your booking to help us to identify it. Your cancellation is effective from the date you send us the email. For example, you will have given us notice in time if you email us before midnight on that day.

- 5.3. If you cancel the Contract, we will refund you in full for the price you paid, less any deductions as set out in clause 5.4. for a Tour; or in clause 5.5 for other Hospitality Services; by the method you used for payment if possible.
- 5.4. We may deduct from any refund an amount for the Tour booking, even if you have not yet paid in full, for the period up to the time when you gave notice of cancellation under clause 5.2, as follows:
- (a) 6 (six) months or more prior to departure date:
    - i. 25% (twenty-five percent) of the Tour Prices are due and payable.
    - ii. The cost of any issued domestic flight tickets.
  - (b) 3 – 6 (three to six) months prior to departure date:
    - i. 50% (fifty percent) of the Tour Prices are due and payable.
    - ii. The cost of any issued domestic flight tickets.
  - (c) 1 – 3 (one to three) months prior to departure date:
    - i. 75% (seventy-five percent) of the Tour Prices are due and payable.
    - ii. The cost of any issued domestic flight tickets.
  - (d) 0 – 1 (one) month prior to departure date:
    - i. Full Tour Prices are due and payable.
    - ii. The cost of any issued domestic flight tickets.
- 5.5. We may deduct from any refund an amount for a Hospitality Service booking, even if you have not yet paid in full, for the period up to the time when you gave notice of cancellation under clause 5.2, as follows:
- (a) 30 days or more prior to the reservation date: 20% (twenty percent) of the Hospitality Service Prices are due and payable.
  - (b) Between 30 and 15 days prior to the reservation date: 40% (forty percent) of the Hospitality Service Prices are due and payable.
  - (c) Between 14 and 8 days prior to the reservation date: 60% (sixty percent) of the Hospitality Service Prices are due and payable.
  - (d) Between 7 days and 24 hours prior to the reservation date: 80% (eighty percent) of the Hospitality Service Prices are due and payable.
  - (e) Less than 24 hours prior to the reservation date, or for a no-show booking: 100% (one hundred percent) of the Hospitality Service Prices are due and payable.
- 5.6. We will however try our utmost to refund you as much of the remaining amounts as possible, however, this will be dependent on third-party service providers' policies, and an administration fee of 15% (fifteen percent) will be applied.
- 5.7. In the event of serious injury or disability to yourself, or a death in your immediate family, we would be willing to refund all costs, except those that cannot be reclaimed from other third-party service providers. An administration fee of 15% (fifteen percent) will be applied.
- 5.8. No refunds will be considered for any unutilized services on the Tour (this includes accommodation, meals, flights and excursions).
- 5.9. If you cancel the Tour or Hospitality Service, then:
- (a) We will accept a booking by another person or persons you find to replace you, if any direct additional costs (e.g. reissuing of domestic flight tickets) are covered by you. No cancellation charges will then become applicable.
  - (b) If you wish to transfer your booking to another Sustain Safaris Tour or Hospitality Service, this will be considered as a cancellation and rebooking, and the cancellation fees in clause 5.4 will apply unless you find a replacement for your original booking. However, a 10% (ten percent) discount will be applied to your new booking.

5.10. We have the right to cancel the Tour or Tour extension for which there are insufficient reservations, 1 (one) month before the departure date for the Tour. If we cancel the entire Tour because of insufficient reservations, all deposits and other payments will be refunded to you by us in full. An alternative to cancelling the Tour will be to charge a small group supplement. If a small group supplement is charged, and you do not want to pay it, then you may cancel or transfer your booking to another Tour without incurring any cancellation penalties if you notify us in writing no later than 7 (seven) days after receiving our notice of a small group supplement charge.

**5.11. Events outside our control.**

- (a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).
- (b) If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
  - i. We will contact you as soon as reasonably possible to notify you; and
  - ii. Our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for the Tour with you after the Event Outside Our Control is over.
- (c) You may cancel the Contract affected by an Event Outside Our Control. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred by us in performing the services for the Tour up to the date of the occurrence of the Event Outside Our Control.

**6. The Tour**

6.1. **Descriptions and illustrations.** Any descriptions or illustrations on our website are published for the sole purpose of giving an approximate idea of the Tour described in them. They will not form part of the Contract or have any contractual force.

6.2. **Itinerary.** We will email you the itinerary for the Tour, before or after we email you the Booking Confirmation under clause 4.4. The itinerary will specify the services which are included and excluded from the Tour (Itinerary).

6.3. **Compliance with itinerary.** Subject to our right to amend the Itinerary (see clause 5.4) we will supply the Tour to you in accordance with the Itinerary for the Tour appearing on the Itinerary that we send you under clause 6.2 in all material respects.

6.4. **Changes to Itinerary.** We reserve the right to amend the Itinerary of the Tour if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Tour, and we will notify you in advance of any such event, any alteration in the Itinerary. Any changes to the Itinerary will not give you the right to cancel the Contract, without us deducting the amounts under clause 5.4.

**6.5. Tour materials.**

- (a) We will send you a checklist of information that you need for the Tour approximately 2 (two) months before the scheduled start date of the Tour, this includes but is not limited to information concerning your passport, visa and health requirements, emergency contact details, as well as details of climate, what to bring, recommended reading etc.
- (b) If you notify us in writing at least 7 (seven) days before the start of the Tour, then we can send you a bird and mammal checklist. We will give you a bound daily checklist on the first day of the Tour or we will email it to you before the start of the Tour.

6.6. **Tour leaders.** We may substitute the Tour leader or leaders whose names appear on the Itinerary for other Tour leaders.

**6.7. Tour size.**

- (a) The maximum group size for a Tour is 8 (eight) people. We may increase the maximum group size if 2 (two) people travelling together sign up for a final available place, in which case, the maximum group size may be increased by 1 (one) person.
- (b) The minimum group size for a Tour is 2 (two) people. We may make an exception to the policy of a minimum of 2 (two) people and accept 1 (one) person, but this is at the sole discretion of Sustain Safaris and will carry an additional charge for your account.

**6.8. Tour vehicles.** When driving, and subject to availability, the vehicles used for all Tours will be subject to group size. For Tours of 2 to 4 people, a luxury sports utility vehicle (SUV) or double-cab bakkie/pick-up truck will be used. For Tours of 5 to 8 people, a luxury commercial people-mover will be used.

- (a) Should you or your party require a larger vehicle, the additional expense for the hire of such vehicle will be for your own account;
- (b) Should you or your party require an open vehicle, the additional expense for the hire of such vehicle will be for your own account.
- (c) Sustain Safaris reserves the right to choose a make and model of vehicle for your Tour as they deem fit.

**6.9. Removal from the Tour.** We reserve the right, under extreme circumstances, to remove you from the Tour on recommendation from the Tour leader. If we remove you from the Tour, then we will not make any refund or be liable for any losses or additional costs incurred by you as a result. If we remove you from the Tour and you have booked any other Tours, then we will cancel your other Tours on the terms set out in clause 5.

**6.10. Reasonable care and skill.** We warrant to you that the Tour will be provided using reasonable care and skill. Sustain Safaris, their affiliates and Tour leaders cannot be held liable and take no responsibility for any loss, damage, accidents, sickness, death, injury or schedule changes. It is your responsibility to arrange insurance for such events. All those booked with Sustain Safaris accept full and sole risk of any and all such incidents.

**6.11. Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Booking Confirmation, but any such dates are estimates only and failure to perform the Tour by such dates will not give you the right to cancel the Contract, without us deducting the amounts under clause 5.4.

**6.12. Pick-up and drop-off points and times.** Please note that on the date of collection, departure, and drop-off, timings are subject to change. Should you need to change your pick-up or drop-off point, please notify us 1 (one) day prior. Please be on time as we cannot be held responsible or liable for any loss or expense suffered as a result. We are willing to drop-off at alternative convenient locations once the Tour is completed, and your Tour leader will be happy to advise you on directions accordingly.

**7. Your Obligations**

7.1. It is your responsibility to ensure that:

- (a) The terms of your booking are complete and accurate;
- (b) You co-operate with us in all matters relating to the booking;
- (c) You provide us with such information and materials we may reasonably require to supply the booking, and ensure that such information is complete and accurate in all material respects;



- (d) You obtain and maintain all necessary international flight tickets, passports, visas, permissions and consents which may be required for the booking before the date on which the booking is to start;
- (e) You comply with all applicable laws, including health and safety laws;
- (f) You obtain the necessary travel insurance prior to departure.

7.2. If our ability to perform the Tour for you is prevented or delayed by any failure by you to fulfil any obligation listed in clause 7.1 (Your Default):

- (a) We will be entitled to terminate the contract under clause 14;
- (b) We will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay performing the Tour; and
- (c) It will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 8. Tour Prices

### 8.1. General

- (a) In consideration of us providing the Tour you must pay our Tour prices (Tour Prices) in accordance with this clause 8;
- (b) The Tour Prices are the prices quoted on our website at the time you submit your booking, and as detailed in our email to you under clause 4.1. If there is a conflict between the Tour Prices quoted on the website and in the email under clause 4.1, then the Tour Prices in the email we sent you under clause 4.1 shall prevail;
- (c) We use our best efforts to ensure that the prices stated for the Tour are correct at the time when the relevant information was entered into the system. However, please see clause (e) for what happens if we discover an error in the price of the Tour you booked;
- (d) Our Tour Prices are exclusive of VAT. Where VAT is payable in respect of some or all of the Tour you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Tour Prices;
- (e) It is always possible that, despite our best efforts, the Tour on our website may be incorrectly priced. If the correct price for the Tour is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Tour at the correct price or cancelling your booking. We will not process your booking until we have your instructions. If we are unable to contact you using the contact details you provided during the booking process, we will treat the booking as cancelled and notify you in writing. However, if we mistakenly accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel your booking and refund you any sums you have paid.

8.2. **Currency fluctuations.** We have the right to increase the Tour Prices by notifying you in writing at any time before we issue our invoice to you if the Tour costs increase because of foreign exchange rate fluctuation between the local currency of the country where the Tour takes place and the U.S. dollar. If we must increase the Tour Prices by more than 10% of the Tour Prices quoted on our website, then you have the right to cancel or transfer your booking to another Tour. If you choose to cancel the Tour then we will refund you in full for the price you paid for the Tour, and we will not deduct any amounts if you notify us no later than 7 (seven) days after receipt of our notice to you of the increase in the Tour Prices.

8.3. **Domestic flights.** We will book and buy airline tickets for your domestic flights for the Tour (if domestic flights are required). The costs for the domestic flights are set out in the email to you under clause 4.1, and must be paid together with your payment under clause 9.1. The costs for the domestic flights are not part of the Tour fees and are subject to changes and re-scheduling beyond our control. Any price difference in the actual cost of the domestic flights at the time we buy the airline ticket will be at your expense. Should there be any price difference in the actual cost of the

domestic flights, we will add or deduct the difference to the Tour Prices in your invoice or issue a separate invoice to you if the Tour Prices have been paid in full.

8.4. **Additional Tour Prices.** We have the right to claim from you any extra costs incurred by us for domestic flights booked on your behalf or any additional Tour expenses incurred by us for you during the Tour caused by any act or event beyond our reasonable control (including but not limited to, extra domestic flight costs, our suppliers or business partners increasing the costs of goods or services included in the Tour or additional accommodation resulting from logistical delays caused by weather conditions, damaged roads or any other infrastructure, mechanical defects, violence, wars or cancellation of scheduled flights by the carrier).

8.5. **Single Supplements**

- (a) The single supplement as detailed in the Itinerary will be charged if you want single accommodation. This single supplement is based on the estimated actual cost of a single room for the duration of the Tour. Sometimes single rooms are of inferior quality to double rooms and we take this into account when we calculate the single supplement charge.
- (b) If we cannot provide you with a rooming partner although you choose to share, the single supplement will become applicable. We will make all reasonable efforts to ensure that a rooming partner is found if you want to share. Rooming partners will be allocated in order of booking unless a participant requests a specific rooming partner who has not been matched. If your allocated rooming partner cancels before the start of the Tour, the single room supplement will become applicable to you unless we find another rooming partner for you. If you choose to share a room and, during the Tour, you or your rooming partner decide to no longer share a room, and any additional costs incurred will be shared equally between you and your rooming partner.
- (c) Sometimes single rooms are not available, and you will have to share a room. This may be detailed in the Itinerary (e.g. where the entire group all share a dormitory-style room or rooms, or when we need to use a lodge that doesn't have enough rooms to service the entire group) and we will then calculate the single supplement to exclude any additional costs for these nights. If single rooms are not available due to room limitations at certain hotels, then the single supplement for that part of the Tour will be refunded to you within a reasonable time after the Tour has finished.

8.6. **Changes to the Itinerary.** If we change the Itinerary under clause 6.4, and we downgrade the hotels or other services which was included in the original Itinerary, then we refund you the difference in cost between the hotel or service as per the original Itinerary and the hotel or service in the amended Itinerary.

9. **Making Payment**

9.1. Payment for the Tour is in, and must be paid as follows from receipt of the proforma invoice we send you in the email, under clause 4.1, in response to your booking confirmation:

- (a) 6 (six) months or more prior to departure date, 25% (twenty-five percent) per person deposit for both the main Tour and per extension;
- (b) 3 (three) to 6 (six) months prior to departure date, 50% (fifty percent) per person deposit for both the main Tour and per extension;
- (c) 1 (one) to 3 (three) months prior to departure date, 75% (seventy-five percent) per person deposit for both the main Tour and per extension;
- (d) Less than 1 (one) month before the start of the Tour, full payment is required.

9.2. Payment for Hospitality Service bookings is in advance, and must be paid as follows from receipt of the proforma invoice we send you in the email, under clause 4.1, in response to your booking confirmation:

- (a) Within 7 (seven) days of the Booking being made, a 25% (twenty-five percent) deposit of the total amount will be due.
- (b) 1 (one) to 3 (three) months prior to your Booking date, a 50% (fifty percent) deposit of the total amount will be due.
- (c) 15 (fifteen) days to 1 (one) months prior of your Booking date, 75% (seventy-five percent) deposit of the total amount will be due.
- (d) Within 14 (fourteen) days of your Booking date, the full 100% (one hundred percent) balance of payment of the total amount will be due.

9.3. We receive payments through 4 methods:

- (a) **'Book Tour' buttons** – for direct wire or SWIFT transfers, or for payment by credit or debit card, with a small surcharge to cover the transaction fees that differs per country, payment can be made directly from our website using the **WeTravel** payment platform.
- (b) **Via Mobipaid** – for direct wire or SWIFT transfers with no charges, or for credit or debit card payments with a small 2.9% surcharge to cover the card transaction fees, you can pay us via a secure online payment portal link we load for you on Sustain's **Mobipaid** account.
- (c) **Electronic Funds Transfer** – for local South African clients, make a payment directly from your bank account to ours.
- (d) **International Bank Transfer** – you request your bank to pay a set amount to our bank. Most of our tours are priced in South African Rand (ZAR), and we need to clear the amount in ZAR, as per your quote. Should there be a discrepancy, due to exchange rate fluctuations or bank fees during the payment processing period, the difference can be settled on arrival in ZAR cash (In the case of a shortfall, you can pay us the difference, or in the case of overpayment, we can refund you).

9.4. We will send you an electronic invoice showing the amounts paid and due for payment.

9.5. You must pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding, meaning that the payee is responsible for all bank charges.

## 10. How We May Use Your Personal Information

10.1. We will use any personal information you provide to us to:

- (a) Provide the Tour; and
- (b) Process your payment for the Tour.

10.2. Further details of how we will process personal information are set out in our privacy policy <https://www.sustainsafaris.com/privacy-policy>.

## 11. Limitation of Liability

### YOUR ATTENTION IS DRAWN TO THIS CLAUSE IN PARTICULAR

11.1. Nothing in the Contract limits or excludes our liability for:

- (a) Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any liability which cannot be limited or excluded by applicable law.



- 11.2. Subject to clause 11.1, we will not be liable to you, whether in contract, delict (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) Loss of profits;
  - (b) Loss of sales or business;
  - (c) Loss of agreements or contracts; and
  - (d) Any indirect or consequential loss.
- 11.3. Subject to clause 11.1, our total liability to you arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total Tour Prices paid under the Contract.
- 11.4. Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Tour. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.
- 11.5. This clause 11.2 will survive termination of the Contract.

## **12. Communications Between Us**

- 12.1. When "in writing" is referred to in these Terms, this includes email.
- 12.2. Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by registered post or other next working day delivery service, or email.
- 12.3. A notice or other communication is deemed to have been received:
- (a) If delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address; or if sent by email, at 09H00 the next working day after transmission.
- 12.4. In proving the service of any notice, it will be enough to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 12.5. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## **13. Complaints**

- 13.1. In the unlikely event that a problem arises or you are dissatisfied with the Tour, please inform the Tour leader immediately. If the leader is unable to resolve the problem to your satisfaction, please inform us during the Tour, or in writing, no later than 1 (one) month after the Tour has finished. Please address any complaints via email to [info@sustainsafaris.com](mailto:info@sustainsafaris.com) or in writing to Sustain Safaris, 40 Frangipani Street, Helderview, Somerset West, Western Cape, South Africa, 7130.

## **14. Termination**

- 14.1. Without limiting any of our other rights, we may terminate the Contract with immediate effect by giving written notice to you if:
- (a) You commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
  - (b) You are removed from the Tour under clause 6.9.
  - (c) You fail to pay any amount due under the Contract on the due date for payment;

14.2. Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

14.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## 15. General

### 15.1. Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

15.2. **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

15.3. **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

15.4. **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

15.5. **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

### 15.6. Governing law and jurisdiction.

- (a) This Contract and any non-contractual obligations arising out of or in connection with it are governed by South African law.
- (b) Sustain Safaris and you hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town (or any successor to that division) in regard to a dispute relating to the existence, validity or termination of this Contract or any non-contractual obligation arising out of or in connection with this Contract (a "Dispute").
- (c) Sustain Safaris and you agree that the courts of South Africa are the most appropriate and convenient courts to settle a Dispute and accordingly no party will argue to the contrary.



**Address:** 40 Frangipani Street, Helderview, Somerset West, Western Cape, South Africa, 7130

**Cell:** +27 83 670 1436

**Email:** [info@sustainsafaris.com](mailto:info@sustainsafaris.com)

**Web:** [www.sustainsafaris.com](http://www.sustainsafaris.com)

**Facebook:** SustainSafaris

**Instagram:** SustainSafaris

**LinkedIn:** Sustain-Safaris

**Contact:** Michael Wright

[michael@sustainsafaris.com](mailto:michael@sustainsafaris.com)