



Terms & Conditions

Update: 2025, Jan

WWW.TRAVELDTA.COM



General Terms & Conditions – TravelDTA pty ltd.

1. IN THE GENERAL TERMS AND CONDITIONS, THE FOLLOWING CAN BE NOTED:

Travel DTA DMC pty ltd. trading as Travel Down to Africa: the travel company Travel DTA - Down to Africa.

Participant: the person who has booked the trip with the travel organisation, the person for whom a trip has been booked and or the person who has replaced a previous participant, as referred to in article 16 of these terms and conditions.

Travel agreement: the agreement which the travel organisation undertakes towards the participant to provide an organized trip offered to him in advance that includes an overnight stay or period of at least 24 hours as well as at least two of the following travel components:

- accommodation
- transport
- another component not related to transport or accommodation service, which is a significant part of the trip.

Workdays: Monday to Friday, with the exception of recognized South African public holidays.

2. GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to every participant in the trips provided by TravelDTA - Down to Africa. By confirming a booking each participant agrees to our general terms and conditions. Any changes to these terms and conditions will only be made via written confirmation from Travel DTA - Down to Africa.

3. CREATION AND FULFILLMENT OF THE AGREEMENT

- a. The agreement is concluded by the acceptance of the offer from TravelDTA - Down to Africa by the participant. After the agreement is concluded, the participant will receive a confirmation by e-mail or said agreement, possibly in the form of an invoice.
- b. The booking made by the participant via the internet or by telephone is binding. The so-called 'cooling-off period' referred to in the law as 'distance buying' does not apply to travel booked via the Internet.
- c. The Travel DTA - Down to Africa offer is without obligation and can be revoked if necessary. Withdrawal must be made as soon as possible, but at the latest within 5 working days after acceptance, stating reasons. Withdrawal due to correction of errors in the travel sum calculation is permitted; cancellation due to an increase in the travel must comply with the requirements of Articles 6 and 17.





- d. Before or at the latest when concluding the agreement, the participant will provide TravelDTA - Down to Africa with all information concerning himself and the participants registered by him who may be importance for the conclusion or the execution of the agreement, including the identify information, as stated exactly in the passport or identity document for the benefit on the flight ticket.
Participants must also provide details of the quality or composition of the group of participants registered to him which may be important for the proper execution of the trip through Travel DTA - Down to Africa. If he falls short in the obligation to provide above mentioned information and this has the consequence that the participant(s) is (are) excluded from participation on the trip by the travel organizer in accordance with the provisions of article 20, the aforementioned costs will be charged to him. After returning from the trip, the participant can submit the request to Travel DTA - Down to Africa to remove the participant's identity information from the database.
- e. Travel DTA - Down to Africa assumes that the participant is sufficiently able to participate in the trip/program. The participant is responsible for this, and participation takes place entirely and solely on the responsibility of the participant.
- f. The person who enters into an agreement on behalf of or for the benefit of another person (the applicant) is entirely liable for all obligations arising from the agreement.
- g. All correspondence/transactions (including payment transactions) between the participant(s) on the one hand and the travel organisation on the other hand take place exclusively via the applicant. The (other) participant(s) is (are) responsible for his (their) own part.
- h. If he agreed the trip is included in a publication of Travel DTA - Down to Africa, make the information contained therein also part of the agreement.
- i. Apparent errors and obvious mistakes are not binding on Travel DTA - Down to Africa. Such errors and mistakes are errors and mistakes which – from the perspective of the average participant – are at first sight recognizable as such or should be.
- j. If, in the case of journeys involving transport, the travel and length of stay is stated in days in the publication, the days of departure and arrival, regardless of the departure and arrival time, count as whole days. This may be the case in some instance where the actual stay at the destination has fewer days than stated in the publication.
- k. Travel DTA - Down to Africa accepts no responsibility for general information in photos, brochures, advertisements, websites, and other data carriers, insofar as drawn up or published under the responsibility of third parties.





4. CORRESPONDENCE

All correspondence between Travel DTA - Down to Africa and the participant, such as booking confirmation, travel documents, etc. will be made by e-mail via the e-mail address specified by the participant when booking. The participant is fully responsible to ensure receipt of e-mail by correctly setting any spam filters. The participant cannot claim email not received when Travel DTA - Down to Africa can show/prove that the e-mail was sent.

5. EXCURSION AND ACTIVITIES

- a. If Travel DTA - Down to Africa cannot deliver an excursion included in the travel sum, a comparable alternative option will be offered. Exceptions to this are excursions that must be cancelled due to bad weather conditions or in case natural disasters or tragedies such as earthquakes, floods, terrorist actions, etc.
- b. The participant is entirely responsible for always being present on time at the previously indicated participation/commencement times for an excursion. Missing or not being able to participate in an excursion due to the participant being late is never a reason for a refund.
- c. Excursion or activities not organized by Travel DTA - Down to Africa do not fall under any responsibility or liability from Travel DTA - Down to Africa.

6. TRAVEL SUM

- a. All amounts stated in publications are per person and include VAT, unless explicitly stated otherwise. What is included in the travel sum is explicitly stated per trip. These prices are per person.
- b. The published travel sum is based on prices, exchange rates, levies and taxes, such as were known to Travel DTA - Down to Africa at the time of publication.
- c. In the event of an increase in tax or levies due and/or an extreme increase in transport costs, it is possible for Travel DTA - Down to Africa to increase the travel sum after booking for up to 20 days before departure.
- d. The participant has the right to reject an increase in the travel sum as described above. The participant agrees to make this known to Travel DTA - Down to Africa within 3 working days after the notification of the increase. Travel DTA - Down to Africa in that case has the right to cancel the trip for the participant concerned. All payments already made are partly refundable in cooperation with suppliers, based on cancellation policy.
- e. If the participant does not respond to the increase within 3 working days, it will be considered as approved.





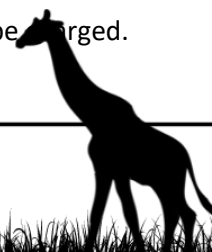
- g. The travel sum never included:
1. Personal expenses
 2. Travel and cancellation insurance
 3. Excursions and/or activities booked on site.
 4. Meals not included in the program.
 5. Flight charges (unless specified)
 6. Visa fees

7. STAY

- a. The participant stays in the accommodation(s) as described in the travel description.
- b. The participant is obliged to adhere to all rules that apply in the accommodation during his stay.
- c. If due to unforeseen circumstances, the accommodation is offered may not be available. The participant(s) will then be moved to a comparable alternative. All additional costs arising from this will be borne by Travel DTA - Down to Africa.

8. PAYMENT

- a. The deposit for the trip is 20% of the total travel sum. This amount must be paid immediately upon receipt of the booking confirmation, but at the latest to be received by Travel DTA - Down to Africa within 7 working days. If certain bookings for example excursions, airline tickets, train travel and or insurance premiums require a different deposit such as 100% deposit Travel DTA - Down to Africa will advise traveller in advance.
- b. The remainder of the travel sum must be paid to Travel DTA - Down to Africa no later than 7 weeks before the start of the trip.
- c. If you register within 8 weeks of the start of the trip, the total travel sum must be paid immediately within 48 hours of booking.
- d. The participant is fully responsible for the timely receipt of the travel sum by Travel DTA - Down to Africa. If the deposit and/or the remaining payment is not received in a timely manner the participant is in default. In this case Travel DTA - Down to Africa will send a payment reminder to the participant. The participant still has the option to pay the amount due within 48 hours. If payment is still not forthcoming, the travel agreement is deemed to have been cancelled on the day of default. Travel DTA -Down to Africa will charge the cancellation costs owed in accordance with the conditions in these general terms and conditions / cancellation conditions included in Article 15.
- e. When sending a payment reminder, the statutory reminder costs will be charged.





- f. If, even after a reminder, payment of the amount due is not forthcoming, then Travel DTA - Down to Africa will hand over the collection to a debt collection agency. All costs arising from this will be borne by the participant.

9. EXTRAS BOOKED ON THE SPOT

All local extras not included in the travel sum, such as excursions, as well as personal expenses excluded from the accommodation must be paid by the participant on the spot. Delayed payment is not possible in any case.

10. TRAVEL DOCUMENTS

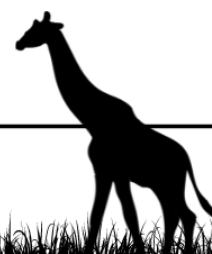
- a. Each participant must have a valid passport. Your passport needs to be valid until 3 or in some countries 6 months after your return.
- b. Each participant is responsible for meeting the regulations in force in the country of destination, such as visas or vaccination certificates. If this obligation is not met, any consequences thereof are on behalf of the participant.
- c. The participant is entirely responsible for having the necessary and correct travel documents.

11. INSURANCE

- a. Each participant is responsible for taking out travel and/or cancellation insurance.
- b. The participant is fully responsible for checking insurance coverage.
- c. All costs resulting from the absence of travel and cancellation insurance are fully for the account of the participant.

12. TRAVEL VOUCHERS

At least 5 working days before departure, the participant will receive all necessary travel documentation by e-mail, at the e-mail address specified when booking was made. If the trip is booked including a flight ticket, it will also be sent by e-mail. If several people are booked, the travel information and the airline tickets are sent to the main booker. When booked within 7 days before departure, the participant will receive all travel information and the airline tickets as soon as the payment of the full travel sum has been received by Travel DTA - Down to Africa. When the payment to Travel DTA - Down to Africa is received too late for the timely sending of the travel documents to be possible, all resulting consequences from this is for the account of the participant.





13. FLIGHT TICKETS AND FLIGHTS

- a. Travel DTA - Down to Africa uses scheduled services for flights and, in exceptional cases, charter airlines.
- b. Travel DTA - Down to Africa can only make announcements about flight times in advance, subject to changes by the airline. The definitive information is provided to the participant when issuing the travel documents, at the latest 5 working days before departure.
- c. The general terms and conditions of the airline are applicable.
- d. The participant is entirely responsible for the timely arrival at the airport for departure and the timely arrival and check-in for the flight, even if the actual flight times differ from what is stated by the airline on the issued ticket.
- e. Any surcharges incurred after the booking date by the airline and/or the authorities of the country of departure and/or the authorities of the country of destination will be charged to the participant.
- f. In case of delays or emergencies caused by flights that are not included in our package, Travel DTA - Down to Africa is not obliged to adapt to the trip to accommodate this.

14. TRANSFERS

- a. When the participant books a trip including flights, we may arrange a transfer in the country of destination from the airport to the first accommodation.
- b. The participant is entirely responsible for being present in time for the start of the transfer from the airport to the accommodation.

15. CANCELLATION AND BREAKDOWN BY PARTICIPANT

- a. Cancelling a trip can only be done by e-mail, with the date of e-mail being the cancellation date. No other forms of cancellation are accepted. Travel DTA - Down to Africa will confirm the cancellation of the participant within 48 hours, otherwise it can be assumed that the cancellation has not been received by Travel DTA - Down to Africa.
- b. The participant is fully responsible for the correct receipt of the cancellation by Travel DTA - Down to Africa. When Travel DTA - Down to Africa has not received the cancellation by e-mail, Travel DTA - Down to Africa cannot be faulted.
- c. After making the booking, free cancellation is no longer possible. If the participant wishes to cancel the trip, the participant will in any case owe 100% of the costs of the flight ticket. The ticket is booked immediately after the down payment is received by





Travel DTA - Down to Africa and cannot be cancelled. The other cancellation costs will not depend on its time of cancellation. REF: 2020 / 003051 / 07
12 POTSHY STREET, HOEDSPRUIT WILDLIFE ESTATE, HOEDSPRUIT, 1380

These other cancellation costs are:

In case of cancellation up to 8 weeks before the start of the trip: 50% of the travel sum;
In case of cancellation up to 4 weeks before the start of the trip: 100% of the travel sum;
Cancellation from 14 working days before the start of the trip: 100% of the travel sum.

- d. Rebooking to another trip is only possible in consultation with Travel DTA - Down to Africa. The extra cost of changing airline tickets will be charged, as well as any difference in the travel sum, if this is higher than the original booking.

16. REPLACEMENT

- a. In time for the start of the trip, the participant can be replaced by another traveller. The following conditions will apply:
 - 1. The other person meets all conditions attached to the agreement and
 - 2. The request is submitted no later than 7 working days before departure, or in good time that the necessary actions and formalities can still be carried out and
 - 3. The airline(s) accepts a name change.
 - 4. The conditions of the service providers involved in the implementation do not preclude the substitution.
- b. The applicant, the participant and the person replacing him are jointly liable to the travel company for the payment of the outstanding part of the travel sum and any additional costs caused by the replacement, including the costs passed on by the airline in connection with the change of name the flight ticket(s).
- c. A standard fee of R450.00 per person will be charged for this change.

17. CHANGE BY TRAVEL DTA - DOWN TO AFRICA

- a. Travel DTA - Down to Africa reserves the right to change the travel agreement on an essential point if important circumstances warrant the change. These circumstances will be communicated to the participant.
- b. If the participant wishes to cancel the trip due to that change, this can be done free of charge. The participant reserves the right to cancel and notify Travel DTA - Down to Africa within 3 working days after receipt of the change.
- c. If the participant does not respond within 3 working days, Travel DTA - Down to Africa considers the change to agree.





- d. Travel DTA - Down to Africa reserves the right to further change the travel agreement if important circumstances exist. These circumstances will be communicated to the participant.
- e. In that case, the participant can only cancel the trip free of charge if the change entails a significant disadvantage. The participant must notify the cancellation within 3 working days after receipt of the change, stating the reasons for cancellations.
- f. Causes as described in Article 5 are not covered by this amendment.

18. LIABILITY OF TRAVEL DTA - DOWN TO AFRICA

- a. Travel DTA - Down to Africa is liable to the participant for the proper execution of the travel agreement and the resulting obligations, irrespective of whether these obligations are imposed by Travel DTA - Down to Africa itself or are carried out by other Travel DTA - Down to Africa engaged service providers. All this, however, considering what is in these general terms and conditions are stated.
- b. Travel DTA - Down to Africa is not obliged to compensate any damage if the shortcoming in the fulfilment is not up to Travel DTA - Down to Africa and cannot be attributed to the person who was used during the execution because:
 - 1. The shortcoming in the implementation is attributable to the participant.
 - 2. The shortcoming in the implementation could not be foreseen or could not be remedied because the shortcoming was due to a third party who is not involved in the delivery of the service included in the trip.
 - 3. The shortcoming in the performance of the agreement is due to an event that Travel DTA - Down to Africa or the person of whose help we use(s) in the execution of the agreement, with due observance of all possible care could foresee or remedy.
 - 4. The shortcoming in the execution of the agreement is due to force majeure as referred to in the following sentence:
Force majeure means abnormal and unforeseeable circumstances that are independent of the will of the person who invokes it and the consequences of which, despite all precautions, could not be avoided, including earthquakes, floods, terrorist actions, pandemics, etc.

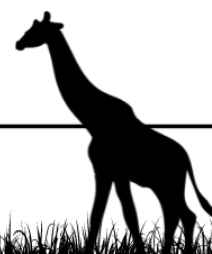




- c. The damage that Travel DTA - Down to Africa owes the participant never amount to more than the total travel sum paid by the participant excluding the costs of the airline tickets and the associated tax and surcharges.
- d. Travel DTA - Down to Africa is not liable for any direct and/or indirect damage during and/or after participation of the travel trips, for whatever reason, arising on the property of the participant and/or the participant himself, unless it is cause case to prove intent or serious negligence from Down to Africa

19. LIABILITY OF THE PARTICIPANT

- a. The participant is obliged to comply with all instructions from Travel DTA - Down to Africa to promote proper implementation of the trip and is therefore liable for damage caused by unauthorized behaviour, this is at the discretion of the measure of the behaviour of a proper/correct holiday maker.
- b. The participant is obliged at all times to observe the locally applicable house rules of the accommodation and locations where the participants reside.
- c. A participant who is or can be such a nuisance or burden that a good execution of a trip is therefore in strong degree becomes difficult, can be excluded by (further progress of) the trip. Any resulting costs will be borne by the participant. Reimbursement of the travel sum or part thereof not possible.
- d. The participant is obliged to ensure that all payment obligations on site can be met, like locally booked extras, personal expenses, etc.
- e. When Travel DTA - Down to Africa finds that a participant does not comply with the local laws and customs then they have the right to exclude the participant from (further) participation in the trip. Any costs that may ensure are fully for the account of the participant. Reimbursement of the travel sum or part thereof is not possible.
- f. Failure to comply with the above conditions may lead to exclusion from (further) participation in the trip. All possible costs arising from this are fully for the account of the participant. Reimbursement of the travel sum or part thereof is not possible.
- g. In case of theft and/or violence, Travel DTA - Down to Africa will always report to the local police and/or government.





20. COMPLAINTS

In spite of all attempts by Travel DTA - Down to Africa to make the participant as comfortable as possible, it is possible that someone thinks he has a justified complaint. This complaint must be filed initially at the time the complaint is made arises to be reported on the spot to Travel DTA - Down to Africa or its representative. Down to Africa will always try to resolve the complaint. If the complaint is not handled satisfactorily, it must be submitted within 1 month after the end of the trip.

Submitted in writing and motivated must be submitted to:

Travel DTA DMC pty ltd trading as Travel Down to Africa

Glenalpine Road 29, 7975, Cape Town, South Africa or info@traveldta.com directed to Directors of Travel DTA – Down to Africa. Complaints that were not first reported on site to the guide/representative of Travel DTA - Down to Africa or reported during the trip will not be processed.

21. UNFORESEEN CASES

In cases where these general terms and conditions do not provide for, the board of Travel DTA - Down to Africa decides. Considering the law and customs applicable locally and applying reasonableness and fairness.

22. APPLICABLE LAW

Local law applied to the travel agreement and its consequences. Disputes arising from the travel agreement or related to it will be submitted to a competent South African court.

Last version, drawn up in January 2025

