Terms and Conditions – Sebata 4x4 CC

1. Disclaimer and Indemnity

- 1.1 By booking or participating in a Tour, the Client acknowledges that Tours and Adventure Activities may involve risk. The Client voluntarily assumes all such risks and indemnifies and holds harmless the Company, its members, directors, employees, representatives, and agents from any loss, injury, illness, death, or damage to person, property, or vehicle arising from participation in a Tour or Adventure Activity, whether directly or indirectly. The Client waives any claim of any nature against the Company.
- 1.2 Clients with pre-existing medical conditions must consult their medical practitioner prior to participation, must disclose such conditions when booking, and remain responsible for their own medication. Participation constitutes indemnity to the Company against any adverse medical event or complication.
- 1.3 The Client warrants that any vehicle used on Tour is roadworthy, mechanically sound, and suitable for off-road conditions where applicable.
- 1.4 The Client warrants that they, and any minor children under their supervision, are medically fit to participate in the Tour.
- 1.5 Although reasonable precautions are taken, the Company does not warrant that its website is free from malicious code such as viruses, worms, or Trojan horses.
- 1.6 The Company accepts no liability arising from the use of, or inability to use, the Website.
- 1.7 The Company disclaims liability for any direct, indirect, or consequential damages arising from the Website, its content, or services offered.
- 1.8 The Company is not responsible for the content of third-party sites accessed through links.

- 1.9 The Website is not customized to meet individual Client requirements.
- 1.10 The Company is not liable for erroneous email communications made by employees that result in damage to the Client or Third Parties.
- 1.11 The Website is provided “as is” without warranty of availability or error-free operation.

2. Client Obligations During the Tour

- **2.1 Code of Conduct and Reputation**: Clients must always comply with the Company’s Code of Conduct. Failure to do so may result in the Tour Leader requesting that the Client leave the Tour. In such cases, no refund will be provided. Clients are also prohibited from taking any actions that could harm the reputation of Sebata 4x4 CC. Any such actions may be pursued through appropriate legal or formal channels.
- **2.2 Withdrawal and Illness During the Tour**: If a client withdraws from the Tour for any reason, including illness or personal circumstances, no refund will be due. Clients who become ill must immediately report their condition to the Tour Leaders. The Tour Leaders may, at their discretion, require the Client to withdraw from the Tour to protect the safety and wellbeing of other participants. In all such cases, no refund will be issued.
- **2.3 Behavior and Responsibility:** Clients are responsible for their own actions and must behave respectfully toward other Clients, Tour Leaders, and Company staff at all times. Parents or guardians are fully responsible for the conduct of any children under their care and must ensure that children comply with all rules and safety instructions throughout the Tour.
- **2.4 Illegal Substances and Alcohol:** The use, possession, or distribution of illegal substances is strictly prohibited. Any Client found using illegal substances will be asked to leave the Tour immediately, with no refund. Excessive consumption of alcohol or any behavior that endangers safety or well-being is also prohibited. Clients engaging in such behavior may be removed from the Tour at the Tour Leader’s discretion, with no refund.

3. Booking Procedure and Payment

- 3.1 Once a client expresses interest in a Tour, the Company will issue a written quotation. Unless otherwise stated in writing, all quotations are valid for 48–72 hours from the date of issue.
- 3.2 Acceptance of the quotation constitutes an intention to proceed with the booking and the 50% deposit becomes immediately payable. The deposit must be paid within the same 48–72-hour validity period of the quotation.
- 3.3 A booking is only secured once the deposit reflects in the Company's bank account. Failure to pay the deposit within the stated period will result in the quotation lapsing automatically and the space may be allocated to another Client.
- 3.4 After the deposit has been received, the Client has 60 days in which to complete and submit the official Booking Form. The Client will not be permitted to participate in the Tour unless a completed Booking Form has been submitted.
- 3.5 The remaining balance of the Tour fee is payable no later than 60 days before the Tour start date. Failure to make full and timely payment will result in automatic cancellation of the Client's participation in the Tour, and all monies paid will be retained by the Company.
- 3.6 The Final Tour Program will be provided to the Client no later than 30 days before the Tour commences, provided that all payments and documentation have been received.
- 3.7 The Company reserves the right to accept or refuse any booking at its sole discretion. Where a booking is refused, the Company may, depending on the circumstances, refund monies already received from the Client.
- 3.8 By paying the deposit and/or submitting the Booking Form, the Client confirms that they have read, understood, and accepted these Terms and Conditions in full and agrees to be bound thereby.

4. Changes to the Itinerary

- 4.1 The Company reserves the right, at its sole discretion, to change the Tour route, amend Tour dates, and modify starting or ending points of the Tour. Such changes may be necessary due to operational, logistical, environmental, safety, or other considerations.
- 4.2 In the event of any such changes, no refund will be due. Tour dates, routes, starting and ending points, and places visited are always subject to change, and clients acknowledge and accept this.
- 4.3 Clients acknowledge that while the Company makes reasonable efforts to ensure the accuracy of Website content, Tour information, and printed materials, errors or omissions may occur. Clients are responsible for verifying the most current information directly with the Company. Sebata 4x4 CC cannot be held liable for any inaccuracies, omissions, or human errors in published Tour information.
- 4.4 If a Tour is at risk of cancellation due to lack of sufficient interest, the Company will inform affected clients. Clients may choose to move to an alternate date or alternative Tour. A refund will only be issued if the Client does not wish to participate in any other Tour. Any refund due will be processed within an average of 60 days from the date the Client notifies the Company of their decision.

5. Electronic Communication

- 5.1 The Client consents to receive communications from the Company via email or other electronic means in respect of the Website, Tours, and related services.
- 5.2 Emails sent by the Company will be deemed received once they are capable of being downloaded by the Client.
- 5.3 Emails or messages sent by the Client will be deemed received by the Company only when acknowledged in writing by the Company.

- 5.4 Electronic communications, notices, agreements, and disclosures between the Parties shall satisfy any legal requirement for written communication.
- 5.5 The Company is not expected to respond to calls, emails, or messages outside of its official business hours. Clients are required to respect the Company's business or trading hours.
- 5.6 The Company will make reasonable efforts to respond to Client communications within 24 to 72 hours of receipt during business hours.

6. Pricing

- 6.1 The Company exercises reasonable care to ensure that all pricing information provided is accurate. However, the Company does not guarantee the absence of errors in pricing, whether on the Website, marketing materials, or printed information.
- 6.2 Tour prices, including for Adventure Activities and accommodation, may be subject to change due to factors such as exchange rate fluctuations, supplier increases, fuel or transport costs, or other operational considerations. Should a price adjustment be necessary, the Client will be provided with an updated quotation, which must be paid immediately to secure the booking. No Client is entitled to a refund if the Tour price increases after the original booking, as suppliers' rates and associated costs may vary throughout the year.
- 6.3 Park fees for certain Tours may be included in the Tour price. Typically, this applies when accommodation is inside a park. Park fees for specific activities are not included and are the responsibility of the Client unless otherwise confirmed in writing by the Company. Park fees, border fees, and other similar charges are subject to change, and the Company reserves the right to adjust the Tour price accordingly should any such fees increase.

7. Cancellation by the Company

- **7.1 Insufficient Bookings**: The Company may cancel a Tour if insufficient bookings have been received. In such circumstances, the Client will be offered the option to transfer their booking to an alternative Tour or alternative date. A refund will only be issued if the Client does not wish to participate in any other Tour. Any refund due will be processed within an average of 60 days from the date the Client notifies the Company of their decision.
- **7.2 Fraud, Criminal Conduct, or Material Breach**: Should the Company reasonably suspect that a Client has engaged in fraud, criminal conduct, or has materially breached these Terms and Conditions, the Company may terminate the agreement and require the Client to leave the Tour. In such cases, all monies paid will be forfeited.
- **7.3 Force Majeure**: In circumstances beyond the Company's control—including extreme weather, natural disasters, epidemics or pandemics, security events, or the actions of third parties—the Company may postpone, suspend, or cancel a Tour. Monies already paid by the Client will be safeguarded and may be applied toward an alternative Tour provided by the Company only if the Tour is cancelled or postponed prior to its scheduled start. No refund shall be issued for cancellations or changes resulting from these unforeseen circumstances. The Company is not liable for any indirect or consequential costs incurred by the Client, including independently booked flights, accommodation, or other services. If the Tour Leaders are unable to attend a Tour due to medical issues, vehicle repairs or maintenance, or any unforeseen personal circumstances, the Tour will be rescheduled, and no refund shall be issued. If an incident occurs during a Tour—such as a Tour Leader being unable to continue, a vehicle breaking down, or other critical operational issues—that requires ending the Tour, the Tour will be terminated, and no refund will be due to Clients. Clients are strongly advised to obtain appropriate travel insurance to cover potential losses, cancellations, or additional costs associated with such events.

8. Cancellation by the Client

- **8.1 Submission of Cancellation**: All cancellations must be submitted in writing to the Company.
- **8.2 Cancellation Fees and Refunds**: Cancellation fees are applied based on the timing of the written cancellation notice prior to the Tour start date:

1. 121 days or more before the Tour starts: A 25% cancellation fee will be applied, and the remainder of monies paid will be refunded to the Client.
2. Between 61 and 120 days before the Tour starts: 50% of monies paid will be refunded.
3. 60 days or fewer before the Tour starts: 100% of monies paid will be forfeited.

- **8.3 Refund Processing**: Refunds, where applicable, are processed within an average of 60 days from the date the Company receives written cancellation notice.

9. Travel Documentation

- **9.1 Client Responsibility**: The Client is solely responsible for ensuring that they possess valid passports, visas, vaccinations, travel permits, local currency, and any other documentation required to participate in the Tour.
- **9.2 Entry Refusal**: If a client is denied entry into any country or destination due to incomplete, incorrect, or invalid documentation, the Company accepts no liability for any resulting costs, losses, or delays. In such cases, all monies paid to the Company shall be forfeited.

10. Insurance

- **10.1 Insurance Requirement**: Clients are required to obtain comprehensive travel, medical, and cancellation insurance for the full duration of the Tour. Participation in the Tour without the required

insurance is at the Client's own risk, and the Company accepts no responsibility for any loss, damage, injury, or expenses incurred.

- **10.2 Coverage**: The insurance must cover, at a minimum, medical expenses, vehicle damage, lost or stolen baggage, repatriation, and Tour cancellation.
- **10.3 Deviations from the Itinerary**: Any additional costs incurred due to deviations from the planned itinerary, including but not limited to illness, injury, or medical emergencies, are the responsibility of the Client. Insurance must cover such eventualities.
- **10.4 Company Liability**: If the Client does not obtain the required insurance, the Company shall not be liable for any loss, injury, medical expenses, or other costs incurred during the Tour.

11. Prohibitions

- 11.1 The use of automated tools to harvest data from the Website is prohibited where it degrades performance or infringes intellectual property rights.
- 11.2 The introduction of malicious code to the Website is strictly prohibited.

12. Tour Leader Vehicle & Equipment

- **12.1 Recovery and Assistance Procedures**: In the event that a client requires 4x4 recovery or assistance, the Tour Leader will discuss the situation with the Client, and a mutual decision will be reached before commencing any recovery operation.
- **12.2 Use of Client Equipment**: Clients are expected to bring sufficient and appropriate equipment and tools for the Tour. If the Client's equipment is insufficient or inappropriate, the Company's recovery equipment and tools may be used to assist the Client. The Company accepts no liability for any injury, vehicle damage, death, or other consequences arising from the use of either the Client's or Company's equipment.

- **12.3 Quality and Safety of Company Equipment**: Sebata 4x4 CC will ensure that any equipment or tools provided by the Company for recovery or assistance are of the highest possible standards to ensure safety.
- **12.4 Fees for Company Equipment**: Where the Company's tools or recovery gear are used, a set fee may be charged to the Client for their use.
- **12.5 Responsibility for Damage**: If any of the Company's tools or recovery equipment are severely damaged or broken while assisting the Client, the Client is responsible for replacing such equipment with the exact same items provided by the Company.
- **12.6 Fuel Reimbursement**: If the Company uses its own fuel to assist the Client during recovery or other operations, the Client must reimburse the Company for the fuel used.
- **12.7 Refusal of Company Assistance**: If the Client refuses assistance from the Company or any Tour Leader and chooses to continue with recovery or assistance from other parties, including other Tour participants, the Company shall not be held responsible for any resulting injury, vehicle damage, or other incidents.
- **12.8 No Guarantee on Repairs or Recoveries**: If the Company assists the Client with repairs, recoveries, or mechanical work, the Company does not guarantee the success or durability of such assistance. Should something go wrong, or the repair/recovery not last, the Company shall not be held responsible for any damages, injury, or loss.
- **12.9 Liability Disclaimer**: The Company shall not be liable for any damages, injury, or losses should the Client use their own equipment or tools, and something goes wrong during recovery or other assistance. All risks associated with the use of both Client-owned and Company-owned equipment are borne solely by the Client

13. Early Termination by the Client

- **13.1 Voluntary Withdrawal**: If a client chooses to leave the Tour early for any reason, including illness, injury, personal circumstances, or any other cause, the Client is solely responsible for arranging onward transport and covering all associated costs.
- **13.2 No Refunds**: Clients who terminate their participation early shall not be entitled to any refund for the unused portion of the Tour.

14. Photographs

- **14.1 Consent to Photography**: By participating in the Tour, Clients consent to Sebata 4x4 CC capturing photographs and/or videos during the Tour or Adventure Activities for use in marketing, promotional, or social media materials.
- **14.2 Opt-Out Option**: Clients who do not wish to be photographed or recorded must notify the Company in writing prior to the Tour, and the Company will make reasonable efforts to respect this request.

15. Grant of Rights

- **15.1 Acceptance of Terms**: By using the Website or participating in a Tour, Clients acknowledge and agree to be bound by these Terms and Conditions.
- **15.2 Use of Website Information**: The Website provides information regarding Sebata 4x4 CC's Tours and Events. Clients may browse, view, and download content solely for personal, non-commercial use. Redistribution, reproduction, or commercial use of any content is strictly prohibited without prior written consent from the Company.
- **15.3 Assignment of Rights**: Clients may not transfer or assign their rights or obligations under this Agreement without the Company's prior written approval.

16. Copyright

- **16.1 Ownership and Protection**: The structure, organization, and content of the Website are protected under the copyright laws of the Republic of South Africa and applicable international treaties.
- **16.2 Company Rights**: Sebata 4x4 CC either owns or is licensed to use all copyrights, trademarks, and intellectual property on the Website. Nothing in this Agreement grants the Client any ownership or intellectual property rights, and all rights not expressly granted are reserved by the Company.
- **16.3 Prohibited Activities**:
- Clients may not, under any circumstances:

1. Intentionally use any device, software, or application to bypass Website security measures; this constitutes a criminal offense under Section 86 of the Electronic Communications and Transactions Act 25 of 2002.
2. Frame, copy, reproduce, or hotlink to any page or content of the Website without the Company's express written approval.
3. Copy, reproduce, or use any Website content for commercial purposes without the Company's express written consent.

- **16.4 Legal Consequences**: Violation of this Section constitutes copyright infringement and may be prosecuted under Section 27 of the Copyright Act 98 of 1978, or other applicable legislation.

17. Disclosures Required by Section 43 of the Electronic Communications and Transactions Act No 25 of 2002

- **17.1 Company Name and Legal Status**: Sebata 4x4 CC
- **17.2 Physical Address and Contact Information**: 205 Visvanger Road, Montana Park, Pretoria, 0182, Telephone: 078 931 7101
- **17.3 Website and Email Address**: Website: www.sebata4x4.com, Email: safaris@sebata4x4.co.za
- **17.4 Registration Number and Place of Registration**: Sebata 4x4 CC: 2011/084097/23

- **17.5 Legal Service of Documents**: The Company accepts legal service of documents at: 205 Visvanger Road, Montana Park, Pretoria, 0182
- **17.6 Description of Services**: The Company provides Tours and Adventure Experiences, and the Website offers information regarding these Tours and related Events.
- **17.7 Minimum Duration of the Agreement**: This Agreement remains valid until the conclusion of the booked Tour.
- **17.8 Manner of Payment**: Payments are accepted via Electronic Funds Transfer (EFT).
- **17.9 Timing of Services**: The timing of services is determined by the Tour schedule as communicated to the Client.
- **17.10 Record of Transaction**: Clients will receive a full record of all transactions after payment has been processed.
- **17.11 Refund Policy**: Please refer to Clauses 7, 8, 12, and 13 for the Company's Refund and Cancellation Policy.
- **17.12 Dispute Resolution through Arbitration**: If a dispute cannot be resolved directly with the Company, the matter shall be referred to expedited arbitration under the rules of the Arbitration Foundation of South Africa. Arbitration proceedings will be conducted in Pretoria in either English or Afrikaans. This clause is severable from the rest of the Agreement and remains in effect even after termination of the Agreement.

18. Changes to the Website

- **18.1 Amendments**: Sebata 4x4 CC reserves the right to update, modify, or amend any information on the Website, including these Terms and Conditions, at its sole discretion. Such changes may occur without prior notice to the Client.
- **18.2 Client Responsibility**: It is the Client's responsibility to review and familiarize themselves with any updates or amendments to the Website or

Terms and Conditions. Continued use of the Website or participation in a Tour constitutes acceptance of such changes.

19. Privacy Policy

19.1 Use of Client Information: Sebata 4x4 CC will use the Client's personal information solely for communication purposes and to send information or special offers regarding upcoming Tours.

19.2 Protection of Personal Information: The Company will not sell, share, or make available any Client personal information to Third Parties without the Client's prior written consent.

19.3 Information Collected via Contact Form: When a client completes the contact form on the Website, the Client consents to the collection of the following information:

- 19.3.1 Name
- 19.3.2 Email address

19.4 Information Collected via Booking Form: When a client completes a Booking Form, the Client consents to the collection of the following information:

- 19.4.1 Full names and surnames of all persons participating in the Tour
- 19.4.2 Residential and postal address
- 19.4.3 Telephone contact numbers
- 19.4.4 Email address
- 19.4.5 Information about pre-existing medical conditions
- 19.4.6 Medical Aid details
- 19.4.7 Insurance details
- 19.4.8 Travel-related documentation (e.g., passports, ID documents)
- 19.4.9 Emergency contact information

19.5 Automatic Data Collection: The Company may also collect information automatically, such as through cookies, to improve the Client's browsing experience and interaction with the Website. Cookies are harmless and free of viruses.

19.6 Consent for Use of Information: By using the Website, the Client consents to the following:

- 19.6.1 The Company may use the Client's personal information to send occasional non-commercial communications. Clients may opt-out of receiving such communications.
- 19.6.2 The Company may use anonymized information for statistical and analytical purposes.
- 19.6.3 The Company retains copyright and ownership of all databases containing Client personal information.

20. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. Any disputes arising from this Agreement shall be subject to the governing law and legal jurisdiction of South Africa, unless otherwise agreed in writing.

21. Interpretation and Definitions

Unless the context requires otherwise, the following terms have the meanings set out below:

- "Adventure Activities" – Refers to all activities included in a Tour, which may include, but are not limited to, safaris, river cruises, game drives, canoeing, walking safaris, fishing, off-road driving, and other expedition-type activities.
- "Company" – Refers to Sebata 4x4 CC.

- "Client" – Refers to any private individual accessing the Website and all persons who join a Tour or otherwise interact with the Company in any capacity.
- "Party/Parties" – Refers collectively to the Company and the Client.
- "Third Parties" – Refers to any individual, entity, or organization other than the Company or Client.
- "Tour" – Refers to the specific travel, expedition, or Adventure Activity services provided by the Company to the Client.
- "Website" – Refers to the official Company website: www.sebata4x4.com.