



WEBSITE TERMS AND CONDITIONS TERMS OF SERVICE AND ENGAGEMENT

IN TERMS OF SECTION 11(3) OF THE [ELECTRONIC COMMUNICATIONS AND TRANSACTIONS \(ECT\) ACT 25 OF 2002](#) AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING, AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE African Safari Travel WEBSITE, WEBPAGES, OR ANY PART THEREOF.

DEFINITIONS AND INTERPRETATION

- a) "African Safari Travel **website**" means the website owned and operated by African Safari Travel and located at <http://www.AfricanSafariTravel.com>, including any page, part or element thereof and furthermore all domain names linked to such website;
- b) "African Safari Travel" means Go2Africa (Pty) Ltd, a private company registered in terms of the laws of South Africa reg. no.1998/015392/07;
- c) "**User**" means any person who enters or uses the African Safari Travel website, notwithstanding the fact that such a person only visits the home page of the African Safari Travel website;
- d) References herein to the singular include the plural and vice versa; and
- e) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11(3) of the [ECT Act](#), the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.
- f) By proxy of using this website you accept the terms and conditions provided in this document.

1. ALLOWED USE AND LICENSE

- 1.1. African Safari Travel licenses the User to view, download and print the content of the African Safari Travel website, provided that such content is used for private, personal, educational and/or non-commercial purposes only;
- 1.2. Content from the African Safari Travel website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of African Safari Travel;
- 1.3. Users may only access, browse and use the African Safari Travel website for legitimate personal or commercial purposes and may not use the African Safari Travel website or any African Safari Travel services and/or products for:
 - 1.3.1. Harmful purposes;
 - 1.3.2. Illegal purposes;
 - 1.3.3. Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person; and/or

- 1.3.4. The creation, storage and sending of unsolicited commercial communications.
- 1.4. The caching of the African Safari Travel website shall only be allowed if:
- 1.4.1. The purpose of the caching is to make the onward transmission of the content from the African Safari Travel website more efficient;
 - 1.4.2. The cached content is not modified in any manner whatsoever;
 - 1.4.3. The cached content is updated at least every 12 (twelve) hours; and
 - 1.4.4. The cached content is removed or updated when so required by African Safari Travel.
- 1.5. If any User uses content from the African Safari Travel website in breach of the provisions detailed herein:
- 1.5.1. African Safari Travel reserves the right to claim damages from the User;
 - 1.5.2. African Safari Travel reserves the right to institute criminal proceedings against the User; and
 - 1.5.3. African Safari Travel shall not be liable, in any manner whatsoever, for any damage, loss, or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 1.6. African Safari Travel shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the African Safari Travel website, if such content was accessed through a hyperlink not directed at the home page of the African Safari Travel website. Persons that wish to link to content beyond the home page of the African Safari Travel website shall do so at their own risk and indemnify African Safari Travel against any loss, liability or damage that may result from the use of content from the African Safari Travel website, if such content was accessed through a hyperlink not directed at the home page of the African Safari Travel website. African Safari Travel non-liability for deep linking is based on the fact that deep links bypass these terms and conditions;
- 1.7. Users may quote small and reasonable amounts of content available from the African Safari Travel website only if such quote is placed in inverted commas and acknowledged;
- 1.8. No person may frame the African Safari Travel website, in any manner whatsoever, without the prior written consent of African Safari Travel;
- 1.9. Apart from bona-fide search engine operators and use of the search facility provided on the African Safari Travel website by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search, collect or copy content from the African Safari Travel website for any purposes, without the prior written consent of African Safari Travel;
- 1.10. E-mail addresses, names, telephone numbers, and fax numbers published on the African Safari Travel website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the African Safari Travel website may be used to communicate unsolicited communications to African Safari Travel and all rights detailed in Section 45 of the [ECT Act](#) are reserved; and
- 1.11. All licenses and/or permissions granted in terms of this clause 1 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by African Safari Travel at any time without prior notice or giving reasons therefore.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. All intellectual property on the African Safari Travel website, including but not limited to content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to African Safari Travel and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 3, all

other rights to intellectual property on the African Safari Travel website are expressly reserved; and

- 2.2. No person may use logos, icons, or trade marks from the African Safari Travel website as hyperlinks or other purposes without African Safari Travel's prior written consent.

3. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the African Safari Travel website and/or download content from the African Safari Travel website.

4. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT AND TERMS OF SERVICE

These terms and conditions govern the sale of goods and / or the provision of services from or through the African Safari Travel website.

Access to the services, content, software and downloads available from the African Safari Travel website may be classified as "electronic transactions" as defined in terms of the [ECT Act](#) and therefore Users have the rights detailed in Chapter 7 of the [ECT Act](#) and African Safari Travel has, amongst others, the duty to disclose the following information:

Full name and registration number of website owner	African Safari Travel (Pty) Ltd, registration number 1998/015392/07
Street address	3rd Floor Longkloof Studios, Darters Road, Gardens, Cape Town, 8001, South Africa
Postal address	PO Box 16194, Vlaeberg, 8018, South Africa
Telephone number	+27 21 481 4900
Fax number	+27 21 426 5339
Official e-mail address	contact@aficansafaritavel.com
VAT registration number	4260196938
Membership of self-regulatory or accreditation bodies	SATSA www.satsa.com IAGTO www.iagto.com ASATA www.asata.co.za ATTA www.atta.travel Cape Town Tourism www.tourismcapetown.co.za ASTA www.asta.org
Directors of African Safari Travel	Mark Richard Preyer & Joanne Dickson
Office bearers	Mark Richard Preyer CEO Joanne Dickson Managing Director
Physical address for receipt of legal service	3rd Floor Longkloof Studios, Darters Road, Gardens, Cape Town, 8001, South Africa

Services	<p>The African Safari Travel website offers, facilitates or enables the following services:</p> <ul style="list-style-type: none"> • Travel information; • Travel ideas; • Specialist vacation consulting; • Travel advice; • Safari planning; and • Travel enquiries.
Website access cost	Free
The Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000	http://www.pastel.co.za/paia/paiamanual.asp?uniqueno=1517
Alternative dispute resolution	<p>Subject to urgent and/or interim relief, all disputes regarding:</p> <ul style="list-style-type: none"> • access to the African Safari Travel website; • the inability to access the African Safari Travel website; • the services and content available from the African Safari Travel website; or • these terms and conditions, <p>shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Cape Town in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and Client.</p>
The African Safari Travel website security measures	See clause 8 below.

5. CHANGES AND AMENDMENTS

African Safari Travel reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- 5.1. change these terms and conditions;
- 5.2. change the content and/or services available from the African Safari Travel website;
- 5.3. discontinue any aspect of the African Safari Travel website or service(s) available from the African Safari Travel website; and/or
- 5.4. change the software and hardware required to access and use the African Safari Travel website.

6. PRIVACY

- 6.1. African Safari Travel shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the [Promotion of Access to Information Act 2 of 2000](#) (PAIA);
- 6.2. African Safari Travel may electronically collect, store and use the following personal information of Users:
 - 6.2.1.name and surname;
 - 6.2.2.contact numbers;
 - 6.2.3.non-personal browsing habits and click patterns;
 - 6.2.4.e-mail address;

- 6.2.5. IP address; and/or
- 6.2.6. User selected username and password.

6.3. African Safari Travel collects, stores and uses the abovementioned information for the following purposes:

- 6.3.1. To communicate requested information to the User;
- 6.3.2. To provide the User with access to restricted pages on this website; and
- 6.3.3. To compile non-personal statistical information about browsing habits, click-patterns and access to the African Safari Travel website.

6.4. Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings;

6.5. African Safari Travel may collect, maintain and store any information collected from users, however, this information will never be shared or sold; it could, however, be disclosed to a third party if mandated to do so by a legal order from a South African court; and

6.6. African Safari Travel owns and retains all rights to non-personal statistical information collected and compiled by the **African Safari Travel** website.

7. HYPERLINKS TO THIRD PARTY SITES

7.1. African Safari Travel may provide hyperlinks to websites not controlled by African Safari Travel (target sites) and such links do not imply any endorsement, agreement with or support for the content of such target sites; and

7.2. African Safari Travel does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

8. SECURITY

8.1. African Safari Travel shall take all reasonable steps to secure the content of the African Safari Travel website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, African Safari Travel does not make any warranties or representations that content shall be 100% safe and secure;

8.2. African Safari Travel is under no legal duty to encrypt any content or communications from and to the African Safari Travel website and is also under no legal duty to provide digital authentication of any page on the African Safari Travel website;

8.3. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the African Safari Travel website or the server and computer network that support the African Safari Travel website;

8.4. Notwithstanding criminal prosecution, any person who delivers any damaging code to the African Safari Travel website, whether on purpose or negligently, shall, without any limitation, indemnify and hold African Safari Travel harmless against any and all liability, damages and losses that African Safari Travel and its partners / affiliates may suffer as a result of such damaging code;

8.5. Users may not develop, distribute or use any device to breach or overcome the security measures of the Product and African Safari Travel reserves the right to claim damages from any and all persons concerned with a security failure or breach; and

8.6. Any User who commits any of the offences detailed in sections 85 to 88 of the [ECT Act](#) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by African Safari Travel and its partners / affiliates.

9. DISCLAIMER AND LIMITATION OF LIABILITY

- 9.1. Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#), if applicable, and as far as allowed by law, African Safari Travel (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
 - 9.1.1.access to the African Safari Travel website;
 - 9.1.2.access to websites linked to the African Safari Travel website;
 - 9.1.3.inability to access the African Safari Travel website;
 - 9.1.4.inability to access websites linked to the African Safari Travel website;
 - 9.1.5.content available on the African Safari Travel website;
 - 9.1.6.services available from the African Safari Travel website;
 - 9.1.7.downloads and use of content from the African Safari Travel website; and/or
 - 9.1.8.any other reason not directly related to African Safari Travel's gross negligence.
- 9.2. The African Safari Travel website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy him or herself, prior to entering into this agreement with African Safari Travel, that the content available from and through the African Safari Travel website meets the User's individual requirements and is compatible with the User's computer hardware and/or software;
- 9.3. Information, ideas and opinions expressed on the African Safari Travel website should not be regarded as professional advice or the official opinion of African Safari Travel and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the African Safari Travel website;
- 9.4. African Safari Travel does not make any warranties or representation that content and services available from the African Safari Travel website will in all cases be true, correct or free from any errors. African Safari Travel shall take all reasonable steps to ensure the quality and accuracy of content available from the African Safari Travel website; and
- 9.5. African Safari Travel does not make any warranties or representations that the African Safari Travel website shall be available at all times. Users acknowledge that the African Safari Travel website may be unavailable due to updates or other causes beyond the reasonable control of African Safari Travel, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God."

10. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing, and/or harmful content available from the African Safari Travel website to the website administrator and the website administrator undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

11. INTERCEPTION OF COMMUNICATIONS

- 11.1. Subject to the provisions of the [Regulation of Interception of Communications \(RIC\) Act 70 of 2002](#), the User agrees to African Safari Travel's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the African Safari Travel website, its staff and employees; and
- 11.2. The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the [ECT Act](#) and the RIC Act.

12. ENTIRE AGREEMENT AND SEVERABILITY

- 12.1. These terms and conditions constitute the entire agreement between African Safari Travel and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by African Safari Travel from the User;
- 12.2. Any failure by African Safari Travel to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and
- 12.3. In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

13. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and African Safari Travel agree that:

- 13.1. the User shall be bound to these terms and conditions and such agreement is concluded in Cape Town (South Africa) at the time the User enters the African Safari Travel website for the first time;
- 13.2. data messages (as defined in the [ECT Act](#)) addressed by the User to African Safari Travel shall only be deemed to have been received if and when responded to;
- 13.3. data messages (as defined in the [ECT Act](#)) addressed to the User by African Safari Travel shall be deemed to be received by the User as detailed in section 23(b) of the [ECT Act](#);
- 13.4. data messages (as defined in the [ECT Act](#)) addressed by the User to African Safari Travel shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 13.5. electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and African Safari Travel; and
- 13.6. the User agrees and warrants that data messages that are sent to African Safari Travel from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

14. APPLICABLE AND GOVERNING LAW

Subject to the arbitration referred to above, the African Safari Travel website is hosted, controlled, and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the African Safari Travel website, its content, services and these terms and conditions.

15. LEGAL COSTS

African Safari Travel shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

COPYING, DISTRIBUTION OR RE-USE OF THIS AGREEMENT, IN WHOLE OR IN PART, SHALL RESULT IN CIVIL AND CRIMINAL ACTION.