

# BOOKING TERMS & CONDITIONS

## 1. INTRODUCTION

- 1.1 The following Booking Terms and Conditions form the basis of your contract with iLala Safaris Ltd Pty (hereinafter iLala Safaris). In these Terms and Conditions, 'you' and 'your' means and covers all persons named on the Booking Confirmation Form.
- 1.2 Bookings made through us directly or over one of our agents or external platforms are governed by these terms and conditions.
- 1.3 You will be asked to give your agreement to these terms and conditions before your place an order with us. This document does not affect any statutory rights you may have as a consumer.

## 2. INTERPRETATION

In these Booking Terms and Conditions:

- a) "we" means iLala Safaris (and "us" and "our" should be construed accordingly);
- b) "you" means and covers all persons named on the Booking Confirmation Form (and "your" should be construed accordingly);
- c) "booking" means a booking in respect of our services which may be made by you under these terms and conditions; and
- d) "force majeure event" means an event that is, or a series of related events that are, beyond our reasonable control.

## 3. ORDER PROCESS

- 3.1 The advertising of bookings on our website constitutes an "invitation to treat" rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedures set out in this Section 3.
- 3.3 To make a booking through us, the following steps must be taken: you must send us a message to enquiry for a booking; we will either send you a booking confirmation form or we will confirm by email that we are unable to meet your booking; you must fill in the booking confirmation form, you must consent to these Booking Terms and Conditions; you will be sent a quote; a 25 % deposit is payable to secure your booking; as soon as we receive the deposit we will send you a booking confirmation.

## 4. PAYMENTS

- 4.1 You must pay a 25 % deposit to secure your booking. You deposit must be paid within 7 days from the date listed on the Deposit Invoice.
- 4.2 The final payment must be made latest 75 days before the booked event starts.
- 4.3 Payments may be made by bank transfer or credit card payment. Credit card payments are subject to a 4% credit card processing fee.



## **5. ADDITIONAL COSTS FOR YOUR PAYMENT**

iLala Safaris will notify you of any fees associated with the your method payment of the Deposit Invoice and any other invoice issued by (including but not limited to credit card fees, Paypal fees or bank charges) and you agree to pay those fees.

## **6. VARIATION OF BOOKING**

- 6.1 If you would like to change your booking in any way, you should contact us to discuss your requested changes. We reserve the right to accept or reject any changes you may request.
- 6.2 We may change the date and/or location of an event that is the subject of a booking by giving to you written notice of the change at least 30 days before the event is due to begin. If we notify you of a change to a booking under this Section 6.2, you shall have a right to cancel the booking and receive a full refund of the price paid in respect of the booking, providing that your notice of cancellation must be received by us within 7 days following the date of issue of our notification of the change. If your notice of cancellation is received after the end of that period, you will not be entitled to a refund under this Section 7.

## **7. CANCELLATION FEES**

- 7.1 You may cancel your travel arrangements by providing iLala Safaris with a written notice of your intention to do so. If you cancel your travel arrangements you will forfeit any deposit paid and the following cancellation fees will apply depending on when your notice of cancellation is received:
- a) 75 days or more prior to departure – you will forfeit the deposit paid;
  - b) between 75 and 30 days prior to departure – you will forfeit 50% of the cost of the travel arrangements;
  - c) 30 days or less prior to departure – you will forfeit the entire cost of the travel arrangements, as shown on the Deposit Invoice, or applied because of your changes.

## **8. CHANGES BEYOND OUR CONTROL**

Compensation will not apply if a significant change is made for reasons beyond our control. These include (but are not limited to): force majeure, civil disturbances, terrorist activity, industrial disputes, natural disasters, fire, epidemics, health risks, and changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type; closed or congested airports or ports, and actual or potential severe weather conditions, and any other similar event.

## **9. LAW AND JURISDICTION**

All matters pertaining to this terms and conditions in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the law of the Province of Limpopo. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Limpopo Province.

