



23 Vergezicht, Lourensford Street,  
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+27 824975330 (Tel)  
+27 86 5865989 (Fax)  
+27 0824975330 (24hr Emergency)  
[info@live4africa.com](mailto:info@live4africa.com)

#### **Live 4 Africa Travel Website Booking Terms and Conditions:**

By visiting or shopping at this web site, you accept the following terms and conditions. Please read them carefully.

Live 4 Africa Travel PTY Reg. No. 2010/000026/07 herein after referred to as 'the Company' accepts bookings subject to the terms and conditions outlined herein, which agreement shall be the whole agreement between the parties:

Live 4 Africa Travel provides clients with travel and/or other services as an agent for and on behalf of principals and/or other agents engaged in or associated with the travel industry, including inter alia, airlines, tour operators, hotels, shipping companies, car hire and other providers of air, land, sea or any other travel arrangements, products or services (collectively hereinafter referred to as "the suppliers"). Live 4 Africa Travel will provide, on request, the identity, terms and conditions of the suppliers relevant to the service being provided for your booking.

#### **Booking Terms and Conditions**

This booking and subsequent contract shall be deemed to have been concluded in Cape Town, South Africa and shall be interpreted according to the laws of the Republic of South Africa.

The parties consent to the jurisdiction of the Magistrates Court of Cape Town in terms of the provisions of Section 45 of Act 32 of 1944 as amended but it is specifically agreed that the Company at it's instance will have the discretion to sue in the High Court if it deems is appropriate.

All prices and services are correct at the time of updating. All prices, services and departures are subject to change without prior notice.

The Company reserves the right to alter the published price of any tour due to increasing tariffs, costs and entry fees or fluctuation of exchange rates, such amounts shall be determined at the sole discretion of the company.

Live 4 Africa Travel PTY will not accept any booking where the booking or indemnity form is unsigned or incomplete in any respect. Upon receipt of the signed /completed booking form and full payment Live 4 Africa will confirm all travel services as per the signed booking form .

The Company reserves the right to decline any booking without outlining its reasons therefore.

No booking shall be considered confirmed until a written confirmation slip has been sent to the client and the full amount due paid and all cheques honoured.

#### **Deposit and Payment**

All rates quoted are subject to change without prior notice due to currency adjustments, increases in Government Bed Levy, sales tax or VAT and any other unforeseen operator increases, until such time as full payment has been received and final documentation has been issued.

The following payment terms apply to all Live 4 Africa Travel services, excluding air travel, confirmed:



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- A non-refundable 30% deposit is required to secure a booking. This amount forms part of the payment for the trip and shall be offset to the total amount charged . The balance amount is due 60 days prior to the departure date .
- If the full amount is not paid by 60 days prior to departure, the Company reserves the right to treat the booking as cancelled and the deposit shall be forfeited.
- Passengers booking within 60 days or less of tour departure are required to pay the full amount immediately to secure the vacation /seat .

### Liability

Live 4 Africa Travel represents airlines, tour operators, service suppliers and other travel organizations as an agent only and accordingly, on receipt by Live 4 Africa Travel of any booking (which booking shall be deemed to constitute your acceptance of these terms and conditions), Live 4 Africa Travel shall transmit any such booking to the supplier concerned and endeavour to secure all reservations and arrangements promptly.

All vouchers, receipts and tickets are issued subject to the terms and conditions specified by the suppliers. Acceptance of the vouchers or tickets and/or utilising the services comprising any Live 4 Africa Travel tour or package is deemed to constitute your acceptance of the suppliers' terms and conditions.

Whilst Live 4 Africa Travel will take reasonable steps to secure your reservations promptly and to ensure your comfort and safety, participation in any tours or packages offered by the suppliers (including transportation to and from any venues) is at your own risk. Accordingly, you and any person on whose behalf you have booked, will have no claims (whether for loss, damage, injury, accident, delay or inconvenience to any person and/or their luggage or other property) against Live4Africa Travel, its employees, agents and assigns (including any holding, parent, subsidiary, affiliated or associated company or any representative thereof), howsoever such loss may occur and whether the same shall arise from or be occasioned by the negligence of the indemnified parties or otherwise.

The suppliers may be indemnified against any liability for any damage or loss (howsoever arising) that you may suffer in that they act as agents themselves or have contracted out of liability and it is therefore recommended that you take out adequate insurance cover.

### **Air travel services requiring instant payment will be charged in full at time of confirmation.**

Should you wish to make payment for your vacation by means of a credit card ( Visa and MasterCard accepted only ) , please note that in terms of the South African Reserve Bank foreign currency regulations, all payments must be converted into South African Rands prior to credit card payment processing. This may lead to foreign exchange variances. Strengthening and weakening of the South African Rand may increase or decrease the billing amount reflected in your currency. Live 4 Africa Travel covers the credit card fees and we do not charge a service fee.

Clients are welcome to settle payment by means of a bank transfer as per the invoice emailed to you by the Live 4 Africa travel consultant – in this instance the amount will be converted by your bankers on presentation of our invoice. It is the client's responsibility to inform and instruct their bankers that the net invoice amount must equal the funds clearing into the Live 4 Africa Travel PTY bank account and that ALL bank charges are for the client's account.

### Cancellations

Live 4 Africa Travel will endeavour to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, Live 4 Africa Travel reserves the right to claim the services, administration, communication and cancellation charges which will include, but not be limited to, any charges levied by any supplier against Live 4 Africa Travel in respect of such booking. These fees will



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incur a minimum charge of R300 per person but will not be limited to this amount. Overland tours approx ZAR 1500 penalty fee for any date changes once a booking has been confirmed. Cancellation of a booking must be made in writing. You agree that if the cancellation is received. Any cancellation of any air ticket for and on your behalf will be subject to the relevant airlines applicable terms and conditions applicable to the fare type chosen by you. You acknowledge and agree that any cancelled airline tickets presented for refund will be subject to delays of at least 8 weeks. Live 4 Africa Travel will endeavour to expedite any such refund owing to you but will only be obliged to refund any such amounts to you on receipt thereof from the relevant airline.

Live 4 Africa Travel reserves the right to discontinue and summarily cancel any booking in respect of which payment has fallen in arrears, and in the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand.

The following cancellation terms and conditions apply to all Live 4 Africa Travel travel services, excluding air travel, confirmed:

- 100% cancellation fee where cancellation is made less than 4 weeks prior to departure
- 55% cancellation fee where cancellation is made 4-8 weeks prior to departure
- 30% cancellation fee (100% of payment made) where cancellation is made more than 8 weeks prior to departure

Live 4 Africa Travel strongly recommends that cancellation insurance be purchased at the time of reservation as protection in the unlikely event of vacation cancellation.

Any passenger joining a tour after the departure date, or not at all, or leaving before the completion of the tour for any reason whatsoever, is not entitled to any refunds whatsoever from the Company, or entitled to claim any costs for any added expenses.

The Company reserves the right to cancel any tour at its sole and absolute discretion, without prior notification in instances where this is unavoidable. However, in this instance the Company agrees to refund all monies already paid by the client. This shall be the Company's sole responsibility to the client and no claim for any damages, howsoever arising, shall accrue against the company.

Tours are subject to a minimum booking of five (5) passengers. If that number is not obtained, the Company reserves the right to cancel the tour. A full refund (excluding flights) would then be payable to all booked clients.

#### **Passports, visas and other travel papers**

It is the client's sole responsibility to ensure that passports, visas, health certificates, proof of vaccinations and any other required documentation are all in order for the countries to be visited. We suggest contacting the relevant embassies.

The Company cannot be held liable for any consequences, damages or claims if the client prior to commencement of the tour does not correctly attend to the client's documentation and related matters.

#### **Peripheral Travel Requirements**

Live 4 Africa Travel will endeavour to assist you in obtaining or meeting the requirements for passports, visas, health documents, insurance, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with the suppliers and referred to as "the booking" or "the reservation", Notwithstanding the afore mentioned, due to the constant changing nature of



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such peripheral requirements and services, Live 4 Africa Travel will not be liable for ensuring that these requirements and services are provided correctly, promptly or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services.

### **Insurance**

Comprehensive travel and cancellation insurance is mandatory on all tours. It is the client's responsibility to ensure that they have this insurance in place and the required paperwork to prove such before embarking on the tour.

1. Live 4 Africa Travel recommends that you (and each member of your party) obtain comprehensive travel insurance covering cancellation, curtailment, medical expenses, emergency travel, and personal accident, personal baggage and money loss. This should be arranged at the time of payment of the deposit in terms of Clause 11 or full payment in terms of clause 14 to cover you for cancellation from that time. You acknowledge that it is your responsibility to take travel insurance and that the cost thereof will be for your account.
2. It is your responsibility to ensure that you obtain adequate insurance cover. Live 4 Africa Travel will not be liable in any way whatsoever should you fail to do so.

Any resulting consequence of not having this paperwork is the sole responsibility of the client.

### **Baggage**

All baggage and personal effects are at all times the client's responsibility and the Company does not accept any liability for any loss or damage of any personal effects, howsoever arising.

On overland trips clients are entitled to one bag of not more than 20 kg and a daypack. Should the client require a larger baggage allowance, this can be arranged at the discretion of the Company and on payment of a fee that the company may levy. The Company retains the right to refuse excess baggage.

### **Risk**

The client accepts that all tours are of an adventurous nature and involve an element of personal risk. Neither the Company nor any of its agents shall be held liable in any way for any injury, loss of life or damage to property, howsoever caused and the client hereby indemnifies and holds the company, its agent, assigns and servants harmless from any such claim.

The client accepts full responsibility for all risks involved. Live 4 Africa Travel cannot be held responsible for any flight cancellations, schedule changes or re-routings. The airlines reserve the right for these changes and we will endeavour to assist you with the best alternative options where possible.



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## **Health**

The client accepts that to participate in the tour requires a measure of physical fitness and health and it is the client's obligation to ensure that they are medically fit to embark on the tour. We suggest that you contact your local GP for health information on the visiting country.

We do however require a medical certificate or doctor's letter in respect of all clients over age 65 participating in an overland tour, confirming that they are medically fit to undertake the adventure.

## **Medical Insurance**

All clients are advised to take out comprehensive medical insurance covering them for personal effects, personal accident, medical and emergency travel expenses, cancellation and curtailment. We strongly advise you to purchase medical insurance prior to commencing your trip. Please ask your consultant for the contact details of our in house travel insurance broker.

## **Passports and Children**

Please note that anyone traveling to Southern Africa must have two consecutive blank pages in their passport which lie side by side when the passport is open (i.e. a left and a right hand page). Passengers traveling to Southern Africa with passports which do not comply with these requirements, will either be stopped from boarding the aircraft or risk deportation on arrival in Southern Africa. In addition, a parent traveling with children, without the other parent, will need a letter of consent from the absent parent. The letter of consent must be certified by the police.

## **Authority on Tour**

The decisions of the operators guide /driver on tour shall at all times be final and binding i.e. due to weather and road conditions, safety precautions, etc.

The client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited.

Should the client be in any contravention of the above or the client is a nuisance to the group the driver/guide may order the client to leave the tour without any claim to a refund. The client shall be obliged to make their way home at their own expense.

## **Marketing**

The Company reserves the right to use any photographs and video taken during tours for use in marketing or any other advertising material and the client hereby gives consent of such photographs to be used and for the company to retain copyright over such photographs to be used and for the Company to retain copyright over such material.

## **Agreement**

The information contained on this site is an invitation to do business and not an offer. If you forward an offer to us, Live 4 Africa Travel PTY shall indicate their acceptance thereof by return mail. Live 4 Africa Travel PTY act herein as an agent for our respective business partners and therefore any agreement resulting from the acceptance of an order is deemed to be an agreement between the relevant business partner and yourself.



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## **Security and Privacy Terms and Conditions**

Live 4 Africa Travel PTY has created this security and privacy statement in order to document and communicate its commitment to doing business with the highest ethical standards and appropriate internal controls.

### **Explicit Information Gathering:**

Any information requested from you is used to provide information for the purpose of those who enquire about our products and services, to ship orders, to bill orders, and to handle related business matters. This information is also used to get in touch with customers when necessary. From time to time, the information gathered through this site will be used to notify you about products and services that we think will be of interest to you.

You explicitly agree, in using this web site or any service provided, that you shall not:

- (a) provide any Content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortuous, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this web site or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law;
- (b) impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you;
- (c) collect or harvest any data about other users;
- (d) provide or use this web site and any Content or service in any commercial manner or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;
- (e) provide any Content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets.

### **Information Usage:**

When you disclose personal information to us that is where it stays. The only exception involves disclosure according to an order of a court, for example responding to a subpoena or search warrant. We do not sell, rent, trade, lend, or otherwise transfer such personal information to affiliates, subsidiaries, sister companies, holding companies, parent companies, strategic partners, or any other organisation.

Links to Other Sites: This site contains a number of links to other sites. Live 4 Africa Travel PTY is not responsible for the security or privacy practices of these sites, the products or services offered by these sites, or the content appearing at these sites.

### **Submission of Content on this Web Site.**

By providing any Content to our web site:

- (a) you agree to grant to us a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, technology known or later developed;
- (b) you warrant and represent that you have all legal, moral, and other rights that may be necessary to grant us with the license set forth in this Section 7;
- (c) you acknowledge and agree that we shall have the right (but not obligation), in our sole discretion, to refuse to publish or to remove or block access to any Content you provide at any time and for any reason, with or without notice.



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#### **Security Measures:**

We employ a variety of other mechanisms to ensure that data you provide is not lost, misused, or altered inappropriately. These controls include data confidentiality policies and regular database backups.

#### **Privacy Policy**

This privacy policy tells you how we use personal information collected at this site. Please read this privacy policy before using the site or submitting any personal information. By using the site, you are accepting the practices described in this privacy policy. These practices may be changed, but any changes will be posted and changes will only apply to activities and information on a going forward, not retroactive basis. You are encouraged to review the privacy policy whenever you visit the site to make sure that you understand how any personal information you provide will be used.

Note, the privacy practices set forth in this privacy policy are for this web site only. If you link to other web sites, please review the privacy policies posted at those sites.

Live 4 Africa Travel PTY will keep all personal information you give us as strictly confidential and no personal information will be made available to third parties, unless obliged to do so by law or legal process.

When you forward personal information including your name, e-mail address, mailing address and credit card details to us, Live 4 Africa Travel PTY will use a secure server to encrypt such information before it is received by us. Once we receive it, we will protect such information from unauthorised access and use.

The site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology, however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties. Cookies cannot harm your computer in any way and are an industry standard.

Furthermore, our users may configure their browsers to not accept our cookies. Live 4 Africa Travel PTY may send e-mail messages to our customers with news and special offers and users may, by return mail, indicate whether they would prefer not to receive any such mail in future.

#### **Collection of Information**

We collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by our visitors. The information you provide is used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example to add you to one of our mailing lists.

#### **Distribution of Information**

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.



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### **Commitment to Data Security**

Your personally identifiable information is kept secure. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information. All emails and newsletters from this site allow you to opt out of further mailings.

### **Intellectual Property Rights**

All the content on this site, including text, graphics, logos, icons, designs, colours, layout and trademarks are the intellectual property of Live 4 Africa Travel PTY and its associates and are as such protected by South African and International Intellectual Property Law.

### **Disclaimer of Warranties and Limitation of Liability**

This website is provided on an "as is" and "as available" basis. No representations or warranties of any kind are made, express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of this site is at your sole risk.

To the full extent permissible by applicable law, this site's owner disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. This site's owner does not warrant that this site, its servers, or e-mail sent from this site are free of viruses or other harmful components. This site's owner will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Although Live 4 Africa Travel PTY endeavour's to provide accurate, up- to-date and truthful information on this site, neither Live 4 Africa Travel PTY nor any of its employees, agents and associates make any representations or give any warranties, whether expressly, tacitly or implied, as to the operation of the site, the information, content, materials and products included and available from this site.

Live 4 Africa Travel, its employees, agents and associates will not be liable for any damage of whatsoever nature arising or resulting from the use of or inability to use this site or the information contained hereon, including but not limited to direct, indirect, incidental, punitive and consequential damage.

### **Applicable Law**

This site is created, maintained and controlled in the Republic of South Africa and as such, the laws of the Republic of South Africa and the jurisdiction of the South African Court govern this user agreement and the use or inability to use this site.



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### **Editorial Control**

This website contains content provided by third parties and hyperlinks to other sites. Live 4 Africa Travel PTY does not screen or filter such content or the other sites or information available from the other sites, and therefore does not accept any liability for defamatory, illegal or criminal content contained on those sites. We encourage our users to report any infringement, illegal or criminal content found on any of the sites available through links from this site in order to investigate whether such a link should be removed. Due to the variation of season our rates are purely an indication and whilst we do our level best to maintain the accuracy these are indicative. The overland tour rates remain the same for the whole year unless there is a special price being advertised for the specific tour or departure .

### **Applicable Law**

This site is created, maintained and controlled in the Republic of South Africa and as such, the laws of the Republic of South Africa and the jurisdiction of the South African Court govern this user agreement and the use or inability to use this site.

You agree that this Terms of Use and any dispute arising out of your use of this web site or our products or services shall be governed by and construed in accordance with local laws where the headquarters of the owner of this web site is located, without regard to its conflict of law provisions. By registering or using this web site and service you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this web site is located.

### **Change to User Agreement**

Live 4 Africa Travel PTY reserves the right to make changes to this site and this user agreement at any time without notice.

### **Our Banking Details:**

*Account Name: Live 4 Africa Travel*  
*Bank: First National Bank of South Africa*  
*Branch: Somerset West*  
*Branch Code:*  
*Account Number: 62259964106*

*Proof of Bank Transfer payment must please be e-mailed to the Live 4 Africa Consultant or it can be faxed to*

*+27 (0)865 865989 or emailed to [info@live4africa.com](mailto:info@live4africa.com)*

### **Unforeseen Circumstances**

Unforeseen circumstances including but not limited to war, mechanical breakdowns, weather, riots and other unforeseen reasons beyond the control of the Company may cause delays or alterations to the tour. The Company shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these.



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#### **Contacting Us:**

With respect to this website, there are two options regarding your personal information. If you wish to contact us about our products or services, then you need to disclose your contact information so that we can service your request. If you wish to remove your name and related information from our database, please inform us and we will promptly take action to comply with your request. We are pleased to process address error correction notices and address change requests through any of the following channels:

*Sending electronic mail to [info@live4africa.com](mailto:info@live4africa.com)*

*Faxing [+27- (0)865865989] any time of day or night.*

*Physical address: 23 Vergezicht , Lourensford Street , Somerset West , 7130 , RSA*

*Or ring us on +27 824975330*

If you have any questions about the security and privacy statement, the practices of this site, or your dealings with our company Live 4 Africa Travel PTY , you can contact us using any of the above communications channels.

We look forward in welcoming you to Africa !