

## GENERAL TERMS AND CONDITIONS

### ("GENERAL CONDITIONS")

#### 1. INTERPRETATION

- (a) In these General Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

**"Company"** shall mean ZGH International Limited T/A Zambian Ground Handlers having its registered office at Level 12, Tower 1, Nexteracom Towers, Cyber City, Ebene, Mauritius,;

**"Client"** shall mean the person who books a tour, service or activity with the Company either directly, or via a Travel Agent or Tour Operator, and who will participate in such tour, service or activity;

**"Form of Agreement"** has the meaning given to it in Condition 1(b);

**"Special Conditions"** mean the special terms, if any, annexed to the Form of Agreement;

**"Travel Agent"** or **"Tour Operator"** shall mean any company or person who books a tour, service or activity with the Company on behalf of a Client;

**"Subcontractor"** shall mean any company or person contracted by the Company to provide any tour, accommodation, service, activity or associated activity and which forms part of the Client's proposed itinerary.

- (b) Documents comprising the contract

- (i) The contract is constituted by the following documents: (i) the Company's proforma invoice, email or other document containing the details of the Company, the Client and/or the Travel Agent or Tour Operator (as the case may be) and the itinerary ("**Form of Agreement**"), (ii) the Special Conditions (if any), (iii) these General Conditions and (iv) anything else annexed to the Form of Agreement ("**Contract**").
- (ii) If there is any ambiguity, inconsistency, or conflict between the provisions of any of the documents comprising the Contract, then unless otherwise stated, the documents take precedence in the order set out above in Condition 1(b)(i).

- (c) In these General Conditions:

- (i) a **person** includes an individual, a government, state, state agency, corporation, body corporate, association or partnership;
- (ii) any gender includes all genders, and the singular includes the plural (and vice versa);
- (iii) a reference to a party includes its personal representatives, successors or permitted assigns;

- (iv) any words following the word "**including**" shall be interpreted without limitation to the generality of the preceding words;
- (v) a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made or other thing done under the statutory provision or under such re-enactment;
- (vi) a reference to a **Condition**, unless the context otherwise requires, is a reference to a provision of these General Conditions and the headings are for convenience and do not affect the interpretation of any provisions of the General Conditions; and
- (vii) a company includes any company, corporation or body corporate, or any other entity having a separate legal personality; a person includes an individual, company, partnership, unincorporated association; and any professional firm or company includes any firm or company effectively succeeding to the whole, or substantially the whole, of its practice or business;
- (viii) These General Conditions shall not be interpreted against the party responsible for preparing and drafting it, in other words the *contra proferentem* rule shall not apply to the interpretation of these General Conditions.

## **2. EXCLUSION OF LIABILITY, SUPPLIERS TERMS AND RISK**

### **2.1 Exclusion of liability**

- (a) In terms of these General Conditions, and the any Contract concluded pursuant hereto, the Company acts as a booking agent only, for and on behalf of the Client, its Travel Agent or Tour Operator, in procuring and compiling tour packages and associated services and activities. The Company utilizes the products and services of Subcontractors. All activities, associated activities, tours, accommodation, flights and services listed on any proposed itinerary to the Client, Travel Agent or Tour Operator are conducted by Subcontractors appointed by the Company and the Company will under no circumstances be held liable or take any responsibility for any damages, injury or loss sustained by the client during or as a result of any activity or associated activity conducted by any of its Subcontractors.
- (b) While the Company makes every effort:
  - (i) to engage quality Subcontractors among the airlines, hotels, tour operators and other service providers to constitute the itinerary of the tour; and
  - (ii) to ensure that the various services that constitute the tour package will be carried out efficiently and as advertised,

it does not have direct control over the provision of services by Subcontractors and shall not be liable for *inter alia* any loss, damage, injury, additional costs, delay or irregularity that may be occasioned by an error or default, act or omission of any Subcontractor in carrying out the logistics of the tour package, or associated services or activities.

- (c) The Company shall not accept liability for:

- (i) any changes, omissions or delays before, during or after the course of the tour, service or activity occasioned by technical difficulties, weather conditions, communication breakdown or events beyond the control of the Company;
  - (ii) any cancellation or curtailment of the tour, service or activity as a result of the Client's personal circumstances; and
  - (iii) changed circumstances and or event expenses, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, or any associated costs, all of which will be for the Client's own account.
- (d) If, in the opinion of the Company, the fulfilment of the tour, service or activity is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and or any other adverse factors beyond the Company's control, the Company may at any time cancel the tour package, service or activity or what remains of it, or make alterations to the route, accommodation, price and or any other aspect thereof as it deems fit and any losses and expenses resulting from such cancelation or alteration shall be for the account of the Client.
- (e) The Company will on request provide the identity of the Subcontractor and such Subcontractor's terms and conditions.
- (f) The Company will not be liable or responsible for any damages of whatsoever nature (including but not limited to any personal injury, death and or damage to property) that the Client may sustain arising from any cause whatsoever, including negligence.
- (g) The Client binds his dependents, heirs, trustees, executors, administrators, third parties and or assigns to the terms and conditions of these General Conditions and undertakes to indemnify, hold harmless and expressly exempt the Company from any and all liabilities and/or claims (including but not limited to claims arising from personal injuries, death, loss of support, delay, theft, inconvenience, accident, loss, consequential loss, damage to property, medical expenses, funeral and related expenses) arising from any cause whatsoever by virtue of the Client's participation in the tour, service or activity.
- (h) The Client waives any and all liabilities and/or claims of whatsoever nature or cause, howsoever arising, which he or his dependents, heirs, trustees, executors, administrators, third parties and/or assigns might have against the Company and releases the Company against any and all liability and/or claims that may arise or accrue to the Client, his dependents, heirs, trustees, executors, administrators, third parties and/or assigns.
- (i) Without derogating from the generality of these General Conditions, should the Company for any reason whatsoever not be found to be protected by the contents of these General Conditions (in whole or in part) and found to be liable to the Client or any of his dependents, heirs, trustees, executors, administrators, third parties and/or assigns for any loss or damage allegedly suffered, then and in that event the Company's liability in respect thereof shall be limited to the actual proven and direct loss only, such liability however, shall not exceed US\$10,000 (Ten Thousand US Dollars).

- (j) The Company will not be responsible for any charges that appear on a Client's credit card not levied/effected directly by the Company, and will not accept any responsibility for having any of these charges reversed or corrected upon the Client's return to his country of departure/final destination.

### **3. PAYMENT TERMS AND ACCEPTANCE OF GENERAL CONDITIONS**

- (a) Any booking will only be confirmed on the Company's receipt of a twenty five per centum (25%) deposit (unless otherwise agreed by the parties in writing). Once a booking is confirmed by the Travel Agent or Tour Operator in writing all terms and conditions apply and the Company's cancellation policies will be in immediate effect.
- (b) A pro-forma invoice issued by the Company serves as full confirmation of the booking.
- (c) By confirmation of the booking, the Travel Agent or Tour Operator confirms and acknowledges that all terms and conditions of the Company have been provided to and or been explained and accepted by the Client on whose behalf the Travel Agent or Tour Operator makes the booking.
- (d) By confirmation of the booking, the Travel Agent or Tour Operator confirms and acknowledges that the Client has been made aware of and accepts that the tour, service or activity carries inherent risks, and that the Client voluntarily assumes all risks which are associated with the tour, service or activity. A Client may be required to sign an indemnity at the various camps, lodges or service providers, and must abide by that camp or service providers code of conduct in order to ensure his safety.
- (e) Confirmation of the booking by the Travel Agent or Tour Operator is furthermore confirmation that the Travel Agent or Tour Operator is in possession of the necessary deposit from the Client, and the Travel Agent or Tour Operator will therefore be liable for payment of any and all cancellation fees to the Company, if and when the same become due.
- (f) The full amount of the tour, service or activity is payable not less than 45 days prior to the date when the tour, service or activity commences.
- (g) A booking made within 45 days of commencement of the tour, service or activity is payable in full on confirmation of the booking.
- (h) In the event that a booking is not paid in full as per the terms of paragraph 3(a) and 3(f) then the Company reserves the right to refuse the Client's participation in the tour, service or activity, and the Travel Agent or Tour Operator will be liable for full cancellation fees on behalf of the Client.
- (i) The Company will not provide tickets, coupons, vouchers or booking documentation until proof of the full payment has been received.
- (j) The Company is not in a position to guarantee any flights prior to receipt of payment thereof as seats are often held for a limited period before ticketing is required.
- (k) Flight tickets are considered non-refundable unless otherwise specified in writing.

#### **4. CANCELLATIONS**

- (a) All cancellations should be made in writing and will only be deemed effective upon acknowledgment of receipt by the Company.
- (b) Cancellations will be subject to the following penalties:
  - (i) a cancellation fee of \$250 per confirmed booking shall be payable to the Company in the event that a booking is cancelled after confirmation and more than 120 days prior to travel;
  - (ii) a cancellation fee of fifty per centum (50%) of the total booking fee shall be payable to the Company in the event that a booking is cancelled 120 - 61 days prior to travel;
  - (iii) a cancellation fee of one hundred (100%) of the total booking fee shall be payable to the Company in the event that a booking is cancelled 60 days or less prior to travel; and
  - (iv) it must be noted that some Sub-contractors may have different cancellation fee policies which will apply to their services; the Client is responsible for confirming the same with his Travel Agent or Tour Operator.
- (c) Standard Cancellation fees shall apply in instances of postponed departure dates.
- (d) Date changes will be treated on an individual basis and will attract an administration fee and in some instances cancellation fees depending on the subcontractor's penalty fees.

#### **5. RESERVATIONS**

- (a) Bookings will only be accepted by the Company from a Client directly or through bona fide Travel Agents or Tour Operators.
- (b) In the case of the Company providing any cost quotations, no provisional bookings will have been made unless otherwise specified by the Company. Any costs quoted are subject to change at any time due to inter alia excessive exchange rate fluctuations, fuel costs, taxes, levies, government regulations, rate of exchange, and factors that are imposed upon the Company by its suppliers, Subcontractors or the Government of Zambia that are beyond the Company's control.
- (c) Accommodation, services or activities are subject to availability at the time of the booking and no accommodation, services or activities can be guaranteed until such time as the Company confirms that the booking is in place.
- (d) Provisional bookings shall be held for a period of 14 days, where after confirmation of the booking and payment of a twenty five per centum (25%) deposit will be required to secure the booking, (unless otherwise agreed between the parties in writing), failing which the booking will automatically be cancelled.
- (e) All quotations exclude international flights, transfers and visa costs.
- (f) The Travel Agent or Tour Operator is to advise the Company at the time of requesting a quotation, and of making a booking, of the ages of all children (under the

age of 19 and as at the time of travel) that will be participating in the tour, service or activity, together with their dates of birth.

- (g) Any travel services that are booked but unused as a result of delayed international flights, flight schedule changes or missed flights, are non-refundable as per the Company's cancellation terms. All additional services required due to the foregoing, shall be for the Client's own account.
- (h) Where the Company is required to book scheduled flights, the Client, Travel Agent or Tour Operator, as the case may be, should advise the Company of the Client's full names as they appear in their passport, together with the international arrival and departure details at the time of booking. Tickets issued in the incorrect name may result in the Client being unable to board the flight or incurring additional costs in purchasing a new ticket, or making an amendment to an existing ticket.
- (i) On confirmation of a booking, the Company requires the following information with respect to each and every Client:

As the first point of contact on the ground it is essential that the Company have the Client's personal details in the event of an emergency. By choosing not to complete and submit this information to the Company on behalf of the Client, the Travel Agent or Tour Operator will compromise the Company's response time in the event of an emergency.

- (i) Client's full names, including first and surname and Passport Details (including passport number, commencement and expiry dates);
  - (ii) Nationality;
  - (iii) Arrival and departure details of all flights, as well as any international connecting flight times;
  - (iv) Medical/Travel Insurance details as well as contact numbers of same;
  - (v) Emergency contact details for the Clients' family or next of kin;
  - (vi) Emergency contact details for the Travel Agent or Tour Operator making the booking;
  - (vii) Any special dietary requirements or medical conditions; and
  - (viii) Special requests / special occasions e.g. Birthday.
- (j) The Travel Agent or Tour Operator confirms that with confirmation of the booking the Client has read, understood and accepted these General Conditions.

## **6. IMPORTANT BOOKING INFORMATION**

### **6.1 Shared Transfers and Activities**

Road, boat, air transfers and activities are quoted on a per seat basis and unless otherwise stated are on a shared basis and NOT private. Private charters or transfers can be arranged on request.

## **6.2 Weight and Luggage restrictions**

- (a) The Travel Agent or Tour Operator should advise the Company in the event that a Client weighs over 100kg at the time of requesting a quotation, as well as at time of confirming the booking, as it may be necessary to cost in an additional seat on internal flights.
- (b) Luggage is restricted on domestic scheduled flights to 23kg per person as checked luggage and 5kgs per person hand-luggage this is to include all camera equipment.
- (c) Luggage restrictions on charter flights are usually 15kgs per person in total but this will depend on the plane being chartered, the route being flown and the number of passengers on board. Any weight restrictions will be passed on by the Company to the Client, Travel Agent or Tour Operator.
- (d) When booking charter flights the Company advises that the Client use soft luggage rather than hard suit-cases with wheels which may not physically fit into some charter planes.

## **6.3 Health**

- (a) The Travel Agent or Tour Operator shall ensure that the Client acknowledges and is made aware of the proposed itinerary and confirms that he is medically fit, in good physical and mental health and that there is nothing which renders him unfit to undertake the tour, service or activity.
- (b) Any Client with a pre-existing medical condition or illness must declare the true nature of such conditions to the Company before the commencement of the tour, service or activity. The Client is responsible for attending to any medical condition which he may have and must consult with his physician in respect of all medical conditions which might be affected by his participation in the tour, service or activity.
- (c) Clients' who require prescription medication, are advised to carry it in their personal carry-on luggage and NOT in their checked luggage in case of luggage not arriving with the Client. The prescription paperwork should also be carried along with the medicine.
- (d) The Travel Agent or Tour Operator shall inform the Client that certain areas included in the tour may be malaria-infected areas and that he should consult a physician with regards to relevant prophylactics prior to travel.
- (e) Without derogating from the generality of the foregoing, it is furthermore the Client's responsibility to ensure that they are aware of the vaccination requirements for the countries they are visiting, that all vaccinations and inoculations have been obtained, and that they possess the relevant vaccination certificates.

## **6.4 Insurance**

- (a) Travel, cancellation and health insurance, including medical evacuation cover are highly recommended for all Clients.
- (b) All insurance arrangements and fees are the sole responsibility of the Client and each Client shall arrange his own insurance with a reputable insurer, with cover for the full duration of the tour, and which insurance will cover inter alia personal injury,

medical expenses, death, loss of support, disability, loss of luggage, damages and expenses associated with the cancellation or curtailment of any tour, service or activity, before the commencement of any tour, service or activity which may arise as a result of the Client participating in the tour, service or activity.

- (c) In the event that a Client falls ill, or should be injured during the tour, service or activity the Client shall be responsible for all hospital, doctor, medical, repatriation and any other costs incurred or associated with the same and the Company shall not be liable for any such costs nor any refund of the tour, service or activity fee for any reason whatsoever.

## **6.5 Visas, Passports & Travel Documents**

The Client is solely responsible to ensure that hi passport, visas, insurance cover and vaccination certificates, (and any other travel documents and/or requirements of any nature whatsoever) are valid for the duration of the tour, service or activity and in the countries to be visited. Immigration requirements require passports to be valid six months after the intended date of departure from your holiday destination, and if passing through South Africa, there need to be at least two full blank visa pages in the passport.

## **7. GENERAL TERMS**

- (a) The Company shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty or condition express or implied shall be considered to be or have been made or agreed or implied by reference to any other writing, advertisement or conversation.
- (b) Each of the terms or conditions of these General Conditions are separate and severable, which are individually and jointly enforceable. In the event that any one or more of the provisions of these General Conditions are found to be invalid, unlawful and/or unenforceable, such provisions will be severable from the remaining provisions and the remaining provisions shall continue to be valid, in full force and effect.
- (c) All Clients undertake to obey all instructions given by the Company and its Subcontractors and to comply with the general Codes of Conduct as may be issued by the various Subcontractors from time to time throughout the duration of the tour.
- (d) Neither party shall be liable for any breach of this Agreement or other failure performance arising solely as a result of an event of force majeure which means any event outside the control of the party relying upon it as reason for failing to perform any obligation under the Contract (without limitation) any act, order or requirement of government (national or local), war or threat of war, terrorist activity or the threat of the same, adverse weather conditions such as to create serious risk of death or serious injury or otherwise make performance of the contract dangerous to any person, and any form of industrial action.
- (e) The Company may assign, transfer or novate any of its rights rights and obligations under the Contract without the other party's written consent.
- (f) If the Tour Operator or Travel Agent's documentation contains terms or conditions additional to or at variance with the provisions of this Contract every such additional or varying term or condition shall be of no effect.



- (g) This Contract and/or itineraries attached hereto, constitutes the whole agreement between the Client and the Company and no variation, cancellation, novation or deletion of any provision of this document shall be binding unless reduced to writing and signed by the Client and an authorised representative of the Company.
- (h) Should any provision of the Contract (or part of any provision) be found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (i) The failure of either party to insist upon strict performance of any provision of the Contract, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by the Contract. A waiver of any breach of contract shall not constitute a waiver of any subsequent breach of contract. No waiver of any of the provisions of the Contract shall be effective unless it is expressly stated to be a waiver and communicated to the other party in.
- (j) Except as expressly stated in these General Conditions, no right or remedy conferred upon any party by the Contract shall be exclusive of any other right or remedy howsoever arising and all such rights and remedies shall be cumulative.
- (k) Any modification, variation, amendment or addition to the Contract must be in writing and signed by a duly authorised representative of each party.
- (l) Any person who is not a party to the Contract may not enforce, or otherwise have the benefit of, any provision of the Contract under the Contracts (Rights of Third Parties) Act 1999.
- (m) Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- (n) The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- (o) The Company shall be entitled to bring any legal proceedings in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) against the Client, Travel Agent or Tour Operator in the courts of England and Wales or in any other jurisdiction (including jurisdiction(s) where the Client, Travel Agent or Tour Operator has a place of business or assets) and legal proceedings by the Company in any one or more jurisdiction shall not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not.

These General Conditions are effective immediately on confirmation of a booking and shall continue to be in full force until written variation and or termination is confirmed by the Company.