

## TERMS AND CONDITIONS

### INBOUND TOUR OPERATOR SERVICES – SOUTHERN AFRICA

**Effective Date:** 1<sup>st</sup> July 2026

**Company Name:** ADELE WISE TRAVEL BOUTIQUE

**Registration Number:** 2003 / 005759 / 23

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## 1. INTRODUCTION

These Terms and Conditions (“Terms”) govern all quotations, bookings, reservations, tours, transport arrangements, accommodation reservations, travel packages, and related services provided by **ADELE WISE TRAVEL BOUTIQUE** (“the Company”, “we”, “us”, or “our”) to any client, traveller, guest, agent, or booking party (“the Client”).

By confirming a booking, paying a deposit, or making use of any services provided by the Company, the Client acknowledges that they have read, understood, and accepted these Terms.

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## 2. DEFINITIONS

For purposes of these Terms:

- “Booking” means any confirmed reservation made with the Company.
- “Client” means the individual, group, company, travel agent, or entity making or participating in the booking.
- “Supplier” means any third-party provider including hotels, airlines, transport providers, activity operators, guides, restaurants, and attractions.
- “Tour” means any itinerary, package, excursion, transfer, or travel-related service arranged by the Company.
- “Force Majeure” means any event beyond the reasonable control of the Company including but not limited to natural disasters,

severe weather, pandemics, civil unrest, strikes, war, terrorism, government restrictions, transport interruptions, or supplier failure.

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### 3. BOOKINGS AND CONFIRMATION

3.1 All bookings are subject to availability at the time of confirmation.

3.2 A booking shall only be regarded as confirmed once:

- the required deposit or payment has been received; and
- written confirmation has been issued by the Company.

3.3 The Company reserves the right to decline any booking at its discretion.

3.4 The Client making the booking warrants that:

- they are authorised to accept these Terms on behalf of all persons included in the booking.
  - all travellers have valid passports, visas, vaccinations, and travel documentation where applicable; and
  - all information supplied to the Company is accurate.
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### 4. PRICING AND QUOTATIONS

4.1 All quotations are subject to availability, currency fluctuations, fuel increases, government levies, taxes, and supplier price changes until full payment has been received.

4.2 Quotations are generally valid for a period of **7 (seven) days** unless otherwise stated.

4.3 Prices may be:

- per person sharing;
- single supplement applicable;
- subject to minimum group sizes; and
- quoted in South African Rand (ZAR) unless otherwise stated.

4.4 The Company reserves the right to adjust pricing in the event of:

- increases imposed by suppliers;
  - exchange rate fluctuations;
  - fuel surcharges;
  - tax changes; or
  - material cost increases beyond the Company's control.
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## **5. PAYMENTS**

5.1 A non-refundable deposit of **20% (twenty%)** may be required to confirm a booking.

5.2 Full payment must be received no later than **60 (sixty) days** prior to arrival unless otherwise agreed in writing.

5.3 Bookings made within the full-payment period may require immediate payment in full.

5.4 Failure to make payment by the due date may result in automatic cancellation of the booking.

5.5 The Company reserves the right to retain any deposit paid and recover cancellation fees or losses incurred.

5.6 Payment may be made via:

- Electronic Funds Transfer (EFT)
- Credit card
- International bank transfer
- Approved online payment gateway

5.7 Any bank charges, transfer costs, foreign exchange conversion costs, or payment gateway fees shall be for the Client's account unless otherwise agreed.

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## **6. CANCELLATIONS BY THE CLIENT**

6.1 All cancellations must be submitted in writing.

6.2 Cancellation fees may apply as follows unless specific supplier conditions differ:

| <b>Cancellation Period Before Arrival</b> | <b>Cancellation Fee</b>            |
|-------------------------------------------|------------------------------------|
| More than 60 days                         | <b>5%</b> administration fee       |
| 60–31 days                                | <b>20%</b> of total booking value  |
| Less than 30 days / no-show               | <b>100%</b> of total booking value |

6.3 Certain services including flights, permits, rail tickets, peak season accommodation, charter services, and special events may be non-refundable regardless of cancellation date.

6.4 Refunds, where applicable, shall only be processed once funds are received back from relevant suppliers.

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## **7. CHANGES AND AMENDMENTS**

7.1 Any amendment request by the Client is subject to availability and may incur amendment fees.

7.2 Changes to confirmed itineraries may result in revised pricing.

7.3 The Company reserves the right to amend itineraries where necessary due to:

- weather conditions;
- road conditions;
- supplier availability;
- operational requirements;
- safety concerns; or
- Force Majeure events.

7.4 The Company shall endeavour to provide suitable alternatives of a similar standard where reasonably possible.

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## **8. CANCELLATIONS OR CHANGES BY THE COMPANY**

8.1 The Company reserves the right to cancel or modify any booking, itinerary, accommodation, transport, or service due to operational requirements or circumstances beyond its control.

8.2 In the event of cancellation by the Company, the Client may be entitled to:

- a suitable alternative arrangement; or
- a refund limited to amounts paid to the Company for unused services.

8.3 The Company shall not be liable for:

- consequential losses;
- indirect damages;
- loss of enjoyment;
- additional travel costs; or
- losses arising from third-party supplier actions.

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## **9. PASSPORTS, VISAS, HEALTH AND TRAVEL DOCUMENTATION**

9.1 The Client is solely responsible for obtaining and carrying:

- valid passports;
- visas;
- vaccination certificates;
- parental consent documentation;
- insurance documents; and
- any other required travel documentation.

9.2 Passports should generally be valid for at least six months after the intended departure date from South Africa and contain sufficient blank pages, 4 blank pages (2 x 2 consecutive) are suggested.

9.3 The Company shall not be liable for any consequences resulting from incomplete or invalid documentation.

9.4 Clients are responsible for complying with immigration, customs, health, and entry regulations of all countries visited.

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## **10. TRAVEL INSURANCE**

10.1 Comprehensive travel insurance is strongly recommended and may be mandatory for certain tours.

10.2 Insurance should include cover for:

- medical emergencies;
- evacuation;
- personal liability;
- cancellation;
- curtailment;
- loss of baggage;
- theft; and
- travel disruption.

10.3 The Company shall not be liable for any costs that would otherwise have been covered by travel insurance.

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## **11. CLIENT RESPONSIBILITIES**

11.1 Clients are expected to:

- comply with all laws and regulations;
- follow lawful instructions from guides and staff;
- behave respectfully toward other guests, staff, wildlife, and local communities; and
- arrive punctually for all departures and activities.

11.2 The Company or any of their service providers reserves the right to refuse participation or remove any Client from a tour where their behaviour:

- endangers themselves or others;
- is abusive or disruptive;
- damages property; or
- violates laws or supplier rules.

11.3 Any costs arising from such removal shall be for the Client's account.

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## **12. HEALTH, FITNESS AND SPECIAL REQUIREMENTS**

12.1 Clients must ensure they are medically and physically fit for the tour and activities booked.

12.2 The Client must disclose any:

- medical conditions;
- disabilities;
- mobility limitations;
- allergies; or
- dietary requirements

that may affect participation.

12.3 The Company will use reasonable efforts to accommodate special requests but cannot guarantee all requests can be met.

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## **13. TRANSPORT AND BAGGAGE**

13.1 Transport services are subject to the conditions of carriage of the relevant supplier.

13.2 Baggage and personal belongings are carried entirely at the Client's risk.

13.3 The Company shall not be responsible for:

- loss;
- theft;
- delay; or
- damage to baggage or personal items.

13.4 Clients must comply with baggage restrictions applicable to flights, transfers, safari vehicles, and charter services.

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## **14. ACCOMMODATION**

14.1 Accommodation descriptions, photographs, and star gradings are based on information supplied by third-party providers.

14.2 The Company does not warrant the accuracy of supplier descriptions or grading systems.

14.3 Requests for room type, bedding configuration, adjoining rooms, smoking/non-smoking rooms, or specific views are subject to availability and cannot be guaranteed unless confirmed in writing.

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## **15. WILDLIFE, SAFARI AND ADVENTURE ACTIVITIES**

15.1 Wildlife sightings cannot be guaranteed.

15.2 Participation in safari, adventure, marine, hiking, water-based, aerial, or outdoor activities involves inherent risks.

15.3 Clients participate in such activities voluntarily and at their own risk.

15.4 The Company shall not be liable for injury, illness, death, loss, or damage arising from participation in such activities except where caused by proven gross negligence.

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## **16. LIMITATION OF LIABILITY**

16.1 The Company acts primarily as an intermediary between Clients and independent suppliers.

16.2 The Company shall not be liable for any loss, injury, illness, damage, delay, inconvenience, accident, or expense arising from:

- acts or omissions of suppliers;
- transport failures;
- weather conditions;
- strikes;
- political unrest;
- pandemics;
- theft;
- accidents; or
- Force Majeure events.

16.3 To the fullest extent permitted by South African law, the Company's liability shall be limited to the amount paid by the Client to the Company for the affected service.

16.4 Nothing in these Terms excludes liability where such exclusion is prohibited by law.

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## **17. FORCE MAJEURE**

17.1 The Company shall not be deemed in breach of these Terms where performance is prevented or delayed by Force Majeure.

17.2 In such circumstances, the Company may:

- alter itineraries;
- suspend services;
- postpone travel; or
- cancel arrangements.

17.3 Refunds and credits shall be subject to recovery from suppliers and applicable unrecoverable costs.

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## **18. CLAIMS AND COMPLAINTS**

18.1 Any complaint during travel should immediately be brought to the attention of the Company or local representative to allow an opportunity to resolve the issue.

18.2 Any formal complaint or claim must be submitted in writing within 14 (fourteen) days after completion of travel.

18.3 Failure to notify the Company within the prescribed period may prejudice the Company's ability to investigate the matter.

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## **19. INDEMNITY**

19.1 The Client indemnifies and holds harmless the Company, its directors, employees, guides, contractors, and agents against claims, losses, damages, liabilities, or expenses arising from:

- the Client's negligence;
  - unlawful conduct;
  - breach of these Terms; or
  - participation in activities undertaken at the Client's own risk.
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## **20. PRIVACY AND DATA PROTECTION**

20.1 The Company may collect and process personal information for purposes related to bookings, travel arrangements, communication, legal compliance, and operational requirements.

20.2 Personal information shall be processed in accordance with applicable South African privacy legislation including the Protection of Personal Information Act ("POPIA").

20.3 The Client consents to the sharing of relevant personal information with suppliers where necessary to fulfil travel arrangements.

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## **21. MARKETING CONSENT**

21.1 Unless otherwise requested in writing, the Client agrees that photographs or videos taken during tours may be used for lawful promotional purposes.

21.2 Clients may opt out of marketing communications at any time.

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## **22. GOVERNING LAW AND JURISDICTION**

22.1 These Terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

22.2 Any dispute arising from these Terms shall be subject to the jurisdiction of the South African courts.

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## **23. SEVERABILITY**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## **24. ENTIRE AGREEMENT**

These Terms constitute the entire agreement between the parties and supersede any prior verbal or written representations relating to the subject matter herein.

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## **25. ACCEPTANCE**

By paying a deposit, making payment, signing a quotation, confirming a booking, or travelling on a tour arranged by the Company, the Client confirms acceptance of these Terms and Conditions

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## **OPTIONS**

### **OPTIONAL SCHEDULES / ANNEXURES**

The following schedules may be attached where applicable:

- Detailed Cancellation Policy
- Child Policy
- Group Booking Terms
- Safari-Specific Conditions
- Cruise Terms
- Airline Conditions
- Payment Instructions
- Health & Safety Waiver
- Media Consent Form
- Agent Commission Structure
- Code of Conduct

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## **IMPORTANT NOTE**

This document is a general commercial template and should be reviewed by a qualified South African attorney before implementation to ensure compliance with:

- the Consumer Protection Act (CPA);
  - POPIA;
  - tourism regulations;
  - transport regulations; and
  - any industry-specific legal requirements applicable to your business.
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