## Booking terms & conditions

### Meet Ultimate Routes

We are Ochre Origins (Pty) Ltd t/a Ultimate Routes (from here on in referred to only as Ultimate Routes) and our agreement with you sets out what you are legally entitled to expect from us and your obligations to us. We sell a boutique service of route design, planning and booking accommodation, activities and hired vehicles (from Third Party Suppliers) for self-drive, self-guided travel through southern African countries including Namibia, Botswana, Zimbabwe & Zambia. You should make sure that you understand these terms and conditions which apply to your arrangements.

Ochre Origins (Pty) Ltd is a Private Company duly incorporated in accordance with the Company Laws of South Africa, Registration Number 2014/236679/07. The business is a registered member of the Southern Africa Tourism Services Association (SATSA) with membership number 2701. See our website on SATSA here.

### Booking process - how it works

Select your route of choice from our suggested routes **or** request a custom-designed one via email or on the Trip Enquiry Form on our website. Receive confirmation of your dates and important information for the trip via email from the Ultimate Routes Team. **Once provisional bookings are finalized and costing recorded, receive your Route Brochure with its corresponding Quote.** Payment secures all accommodation reservations (See payment terms below). After full payment only, receive a comprehensive Trip Itinerary with booking vouchers, daily route information, recommended activities and important contact details for your journey.

### Obligations of the client

You guarantee that you have the authority to accept and do accept for yourself and on behalf of your party the Ultimate Routes terms and conditions below and any terms and conditions imposed by camps, national parks, lodges and vehicle hiring companies, hereafter referred to as Third Party Suppliers.

You enter into a legally binding contract to acquire the relevant travel or travel related products and/or services and advice from Ultimate Routes and the Third Party Suppliers, which contract comprises the written confirmation of acceptance or payment of your Quote of a route with corresponding bookings, your itinerary prepared and provided by Ultimate Routes, our terms and conditions and the terms and conditions of the relevant Third Party Suppliers.

### **Obligations of Ultimate Routes**

Ultimate Routes' role is to assist you to plan your travel arrangements, facilitate your bookings, to provide advice, to prepare your itinerary, to prepare and issue your booking vouchers and booking reference numbers for check -in and to arrange payment and refunds as applicable. Ultimate Routes is not a provider of any travel products/services as such and has no responsibility for products or services provided or not provided by any Third Party Suppliers. We give and make no warranty or representation regarding the standard of any services or products supplied by Third Party Suppliers and no person has authority to make any such representation or warranty on behalf of Ultimate Routes, save to state that all Third Party Suppliers have been carefully selected based on proven track records and service. If for any reason, any Third Party Supplier is unable to provide the products/services you purchased through Ultimate Routes, your remedy lies exclusively against that Third Party Supplier and not Ultimate Routes. These terms

and conditions, together with the relevant terms and conditions of the Third Party Suppliers apply to any travel products/services you purchased through or that has been provided by us.

### Liability waiver

Ultimate Routes offers travel services to customers, whereby prices and availability are provided by separate and independent vendors of accommodation and activities. You as client agree that Ultimate Routes acts only as agent for the client in acquiring accommodations, vehicle rental and other possible activities whilst traveling, or services for the clients' benefit, and on the express condition that Ultimate Routes shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith.

GPS coordinates, GPX map data and estimated travel distances and times are based on Tracks4Africa data generated via Basecamp. Garmin GPS settings and software may interfere with data provided before clients travel dates and outcomes of travel data may differ from the intended statistics. Ultimate Routes cannot accept liability for any varying routing due to these factors. Weather, seasonality, road deteriorated road conditions may cause estimated travel times to be inaccurate and Ultimate Routes cannot accept responsibility for the effects on clients travels due to these factors or alike.

### Payment of your bookings

Ultimate Routes requires a fixed deposit payment of 70% on acceptance of quote within 7 days of quoting. The balance (30%) is due no more than 90 days after deposit. If the travel date is 60 days or less from quoting, 100% payment is required. Bookings with any National Park in Botswana, Zimbabwe or Zambia, requires a 100% non-refundable payment.

All advertised prices are shown as 'from prices' and we reserve the right to alter the prices of any of the routes shown in our brochures online or printed. You will be advised of the current price of the route that you wish to book before your booking is confirmed - prices vary according to number of clients in the group, the number of vehicles, any changes from Third Party Suppliers and exchange rate increases. Additional deposits for certain travel arrangements may also be required by Third Party Suppliers. Failure to make payment in full by the due date may result in forfeiture of deposit paid and/or booking admin fee.

We do not accept cheques or cash. If a client does make a cash or cheque deposit, the transfer costs and banking charges will be for the client's account and not for Ultimate Routes.

Third Party Supplier travel documentation (vouchers or booking confirmations) will not be issued until full payment is received.

# Ultimate Routes' general practice is to send documents to our customers electronically at the latest 3 months before travel dates.

We reserve the right to charge you an administration fee if we are required to send you such documents in hard copy form, at your request. All travel documents are non- transferable. It is your responsibility to collect, check and print all travel documents prior to departure. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage etc.

### Price changes

Please Note: All prices are subject to change and are based on availability.

All Quotations generated by Ultimate Routes are based upon external supplier pricing at relevant agent and public rack rates. These supplier costs are therefore subject to change. You agree that should any such costs increase; such an increase will be for your account and shall be payable to Ultimate Routes.

### Pricing

#### Please Note: All prices are subject to change and are based on availability.

All Quotations generated by Ultimate Routes are calculated on current exchange rates, buffered to hedge for fluctuations & bank rates. Costing wil also include transfer fees charged by supplier banks and payment platforms. Ultimate Routes strives to reduce the effect of these fees for clients as far as possible.

### Cancellation of your booking

If you cancel your booking, the cancellation terms and conditions of Third Party Suppliers will apply in addition to Ultimate Routes cancellation fees (administration, agent margin and bank charges). We need to receive from you written notification of cancellation before any refund can be applied for with the relevant Third Party Supplier. Refunds will only be paid to you once we have received the funds back from Third Party Suppliers. If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

Our third party suppliers have their own booking conditions and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions.

Compensation/refunds may not apply if a significant change is made for reasons beyond our control. These include (but are not limited to): force majeure, war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear 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, hurricanes and other actual or potential severe weather conditions, and any other similar event.

Amendments to bookings after deposit payment will be charged as a new booking request with its corresponding management fee.

### In case of emergencies en route

Ultimate Routes provides no emergency service or cover. We do provide contact numbers of relevant towns nearest in your region of travel. You are welcome to contact the Ultimate Routes team to assist in communication and liaison for any emergency situations that may arise on your travels only. Whether you are unable to continue your journey due to an accident, incident or lack of documentation, need to travel in the next 48 hours, or report something straight away, you can speak to our team on +27 76 902 9763.

### Travel insurance is the client's responsibility

For international clients especially, travel insurance is a vital part of your arrangements. We strongly recommend that you have taken out adequate insurance for the duration of your journey. Travel insurance is a mandatory element of some travel arrangements. Ultimate Routes does not provide the service of arranging travel insurance. Please note that various credit card companies offer limited levels of travel insurance, which may not be sufficient for international travel. Check with the credit card companies in order to obtain the specific details of the cover.

### Documentation (Visa, passport, inoculation, vehicle registration papers)

Travelers assume complete and full responsibility for, and hereby release the agent from any duty of, checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations, during the length of the proposed travel.

It is exclusively and entirely your responsibility to fulfill the passport, visa and other immigration requirements for your entire itinerary including all transit and stopover destinations applicable to your itinerary. You should confirm these with the relevant High Commissions, embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

Your passport must be valid for 6 months beyond your return date into South Africa and all South African passport holders are required to have a minimum of three blank pages in their passport excluding the front and back cover to enable entry visas to be issued. If there is insufficient space in the passport, entry will be denied and the person is likely to be detained pending return to their country of origin. Please ensure that all passports are renewed. Please note that a visa does not guarantee entry to any given country at point of entry and boarding of an aircraft may be denied at any point even if you have a valid visa.

Ultimate Routes does advise on costs of border crossings due on your trip. These rates are subject to change and Ultimate Routes takes no responsibility for the outcome of these changes on the clients' trip. Generally, border fees are payable in the currency of the relevant country so we advise to keep at least R 1 000.00 worth of another currency at hand for such events.

### Travelling with minors

All minors (travelers under the age of 18 years) are required to produce, in addition to their passport, an Unabridged Birth Certificate (showing the particulars of both parents) when exiting and entering South African ports of entry. An affidavit confirming parental consent to travel is also required in the event that one parent is not travelling with the party.

It is your responsibility to confirm and fulfill with the Department of Home Affairs all documentation required prior to travelling with a minor or unaccompanied minor.

### Medical preparation is for the client to plan - consult a travel medicine

### practitioner

South African residents should refer to the travel advice in the Consular Information section posted by the International Relations & Cooperation Department at www.dfa.gov.za.

Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary. Health, vaccination and inoculation compliance is exclusively and entirely your responsibility. You should ensure that your physical condition is adequate for the intended itinerary and if you are not sure, you should consult your physician.

All advice of whatever nature provided to you are based on one or more of the following (a) Information provided by you; (b) Information provided by Third Party Suppliers; (c) Information provided by Governments, consulates and embassies; (d) Travel advisories issued by the aforesaid and other travel information service providers. Due to the sheer volume and complexity of such information and the fairly volatile and constantly changing requirements of international travel, Ultimate Routes is not possible to check and compare the accuracy and/or veracity of such information.

### Optional excursions and activities

Ultimate Routes may provide you with information about optional activities and excursions which do not form part of your pre-booked holiday arrangements, and which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not run, supervised or controlled in any way by us. They are provided by local operators or other providers who are entirely independent of us, and they may or may not have their own public liability insurance. They may require a waiver form to be signed. Optional excursions and activities do not form any part of your contract with us even where we suggest operators / providers and / or assist you in booking such activities or excursions in any way. Ultimate Routes acts solely as booking agent for the local operator / provider of the activity or excursion with whom you will have a contract. The local operator / provider's terms and conditions will apply. We cannot accept any liability on any basis in relation to such activities or excursions. We do not, however, exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. We do not guarantee that any optional activity or excursion mentioned in our brochure, on our website or elsewhere will be available to book during your holiday and / or will operate as advertised as these services do not form part of our contract and are not under our control. They may not be available for various reasons. Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such activity or excursion or if the activity or excursion does not operate as advertised.

### **Dispute resolution**

Any complaint or dispute that concerns Ultimate Routes directly or the actions of an Ultimate Routes agent, should be communicated in writing to the directors of Ultimate Routes on the email address **explore@ultimateroutes.co.za**. Ultimate Routes will liaise with Leppard Underwriting, underwritten by Lombard Insurance Company Limited, an Authorized Financial Services Provider (FSP 1596) with contract number P51 014315. Any legal action taken and all legal proceedings and expenses will be done so in South Africa.