

TERMS AND CONDITIONS OF SERVICE

1. UNDERTAKING

- 1.1 *Tnk Trans Travel/ Private Tours* which terms and conditions are accepted by the passenger.
- 1.2 *Tnk Trans Travel/ Private Tours* makes every effort to ensure that the various services or services packages offered making up your tour will be carried out efficiently and as specified.
- 1.3 *Tnk Trans Travel/ Private Tours* drivers and Tour Guides are trained and possess the necessary qualifications and documents in line with *Tourism and Hospitality industries*.
- 1.4 *Tnk Trans Travel/ Private Tours* management will provide a professional Tour Guide should the guest request any foreign languages as follows: **English, French, Spanish, Portuguese, and Swahili.**

2. DEFINITIONS

- 2.1 **COMPANY** means *Tnk Trans Travel/ Private Tours*
- 2.2 *Tnk Trans Travel/ Private Tours* means ***Tnk Kamongo Transport Travel and Services (Pty) Ltd.***
- 2.3 **GUEST, CLIENT, PASSENGER** means individuals, groups, companies or other legal persons using the services offered by *Tnk Trans Travel/ Private Tours*.
- 2.4 **SERVICES** means the provision of transportation as offered by *Tnk Trans Travel/ Private Tours* and accepted by the guest.
- 2.5 **DEPARTURE** means the scheduled date and time of departure of the *Tnk Trans Travel/ Private Tours* vehicle for a specific tour, transfers or other services.

3. PAYMENT – BOOKINGS – CONFIRMATIONS – COSTS

All bookings are subject to availability.

- 3.1 Rates are subject to change without prior notification. Prices are also subject to adjustment in the event of changes in government imposed taxes, fuel price, tourism levies and or the introduction of national, regional or local taxes or levies of whatever nature.
 - 3.1.1 All prices and rates are quoted in ***ZA Rand and converted in US Dollars for the online payment booking system only (PayPal).*** Such payment in approved foreign currency (*US\$*) is accepted at the rate of exchange applied by the bankers of *Tnk Trans Travel/ Private Tours* at the time of receipt of payment. Any shortfall resulting from exchange rate fluctuations will be for the account of the passenger.
 - 3.1.2 When choosing the option to ***pay on arrival***, please note that all prices and rates are charged in ***ZA Rand***. Such payment in approved foreign currency (*US\$*) is accepted at the rate of exchange applied by the bankers of *Tnk Trans Travel/ Private Tours* at the time of receipt of payment. Any shortfall resulting from exchange rate fluctuations will be for the account of the passenger.
 - 3.1.3 Bank charges on international bank transfers are strictly for the clients' account.

- 3.2 Twenty-five Percent **(25%)** of any tour or transfer is due and payable prior service delivery on any of our service packages, unless specified and agreed otherwise.
- 3.3 We reserve the right to take legal action should payment not be received timorously.
- 3.4 Rates quoted on our web sites are for 1 to 4 passengers, including luggage for airport transfers. Additional passengers can be added at a rate of **R50.00** each (up to 6 passengers).
- 3.5 Your tour booking or your transfers is confirmed when you receive an email confirmation via info@tnkprivatetours.com or when receive a call from our office lines: **+27 (0) 21-802 2477 or +27 (0) 60 958 5008 (24/7 service hotline)**. Get more information on how to contact us on our **website: www.tnkprivatetours.com**

Tour Price Exclusions:

- 3.5.1 Any tips and gratuities (left to the individual's discretion); personal items (beverages, cigarettes, telephone calls, room service, laundry and other extras); air and rail fares (unless specified as part of a package); visas, health requirements, immigration requirements. (*Tnk Trans Travel/ Private Tours* accepts no responsibility if such documentation is not in order – guest should consult their travel agents.)
- 3.5.2 All prices exclude any parking related costs that might occur should a client request a driver to wait.

4. AMENDEMENT OR CANCELATIONS

- 4.1 All amendments & cancellations, shall only be valid if received by *Tnk Trans Travel/ Private Tours* in writing (admin@tnkprivatetours.com)
- 4.2 For any booking cancelled within 30 days of the arrival date, a charge to the full value of the service booked will be made and any refund is subject to the discretion of the management. These cancellation fees are also subject to the discretion of *Tnk Trans Travel/ Private Tours* management.
- 4.3 Amendments and all cancellations en route must be made with *Tnk Trans Travel/ Private Tours* directly. Please note that en route cancellations and amendments may incur additional fees as determined by *Tnk Trans Travel/ Private Tours* management considering the arrangements made thereof. Any such amounts due because of such amendments or cancellations are payable directly using *Tnk Trans Travel/ Private Tours* bank account.
- 4.4 Any amendments to your itinerary or route, or any new/ extra bookings must be made directly to *Tnk Trans Travel/ Private Tours* office management and not with the driver.
- 4.5 If a passenger fails to join a transfer, no refund or rebate will be made.

5. NO-SHOWS AND PUNCTUALITY

- 5.1 It is the responsibility of the client to ensure that sufficient time is allowed to arrive at their destination.
- 5.2 In the case of a no-show, the full booking fee will be charged, and we reserve the right to take immediate legal action should payment not been received.
- 5.3 No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic tour price, or whether they are in respect of pre-booked optional arrangements.

- 5.4 Unless agreed otherwise, the driver WILL depart the collection point 30 minutes after the scheduled collection time, except in the case of airport collection where we are aware of the time taken to clear customs and/or collect luggage, and when flight delayed. Please be considerate of the fact that our drivers are working on a fixed schedule, and delays will affect other paying clients.
- 5.5 You hereby acknowledge that if (and only if) our schedule allows the *driver to wait longer than 30 minutes, you will be charged R250 per hour part thereof for waiting time.*
- 5.6 We request that you contact us telephonically in case of any change in flight plan (diverted, cancelled or indefinitely delayed flights). Please keep our contact numbers at hand: **+27 (0) 21 802 2477 or Call us on +27 (0) 60 958 5008 (24/7 service hotline)**
- 5.7 If a flight delayed, we will endeavor to monitor the situation and accommodate the change, as we are dependent on information provided to us by the Airport Company of South Africa (ACSA). However, we will not be held liable for delays caused should ACSA provide us with erroneous information.
- 5.8 Unforeseen circumstances may delay our service. We request that clients wait 30 minutes after the scheduled collection time before making alternative arrangements. If your appointed driver is late for your collection by more than 30 minutes, *Tnk Trans Travel/ Private Tours* Management will make immediate arrangement to solve the issue.
- 5.9 *NB:* the guest must ensure that he/she provided us with a mobile number so that we can liaise with them should there be an unexpected delayed or situation.
- 5.10 As much as we pride ourselves on our reliability and punctuality, unforeseen circumstances may delay or cancel our service without prior notice. *Tnk Trans Travel/ Private Tours*, their employees, agents, associates and any other person indirectly in the employ or service of *Tnk Trans Travel/ Private Tours* is Not being liable for any loss, damage, injury, accident, death, delay or inconvenience to any person or their belongings. *Tnk Trans Travel/ Private Tours* reserve the right to refuse to undertake the conveyance of any passengers.

6. LUGGAGE

- 6.1 Passengers allowed taking onto a service one medium sized suitcase or rucksack, and one small item of 'hand luggage' with exception of a passenger with a wheelchair (must conveyed to the booking agent at the time of booking). We shall have no obligation to carry luggage in excess of the permitted amount (as per standard airline regulations).
- 6.2 Unaccompanied luggage will not be carried for safety reasons unless verified by both parties (*the Company* and the *Guest*), and agreed otherwise.
- 6.3 *Tnk Trans Travel/ Private Tours* carry no responsibility for loss or damage to a passenger's luggage or personal belongings. We recommend that you take out travel insurance from a reputable insurer against all usual and normal risks of loss or damage.
- 6.4 *Tnk Trans Travel/ Private Tours* will not be held liable for any incidents whatsoever, to your personal items or luggage.
- 6.5 Passengers are advised to inspect vehicles for personal belongings before departing. *Tnk Trans Travel/ Private Tours* reserve the right to apply a delivery charge should luggage be left behind.
- 6.6 If a luggage trailer is required, an additional fee will be charged for a standard luggage trailer. Please inquire about the rates for a trailer when making your booking.

7. HEALTH AND SAFETY

- 7.1 It is the responsibility of the guest to ensure that all the necessary documentation and/or precautionary medication measurements attended to prior to travel or a trip. *Tnk Trans Travel/ Private Tours* do not accept responsibility in this regard.
- 7.2 Guest undertake that they have made themselves aware of and accept the potential hazards related to travel, including injury, disease, loss or damage to property, inconvenience and discomfort and satisfied themselves prior to booking that they are fit and able to complete the itinerary of the chosen tour package.
- 7.3 If the guest has any pre-existing medical condition or illness, they must declare the true nature of such condition at the time of booking and arrange for the provision of any drugs or other cause of treatment in which may be required during their trip.
- 7.4 It is a mandatory legal requirement for all passengers to wear seat belts.
- 7.5 The driver has the right to refuse any client who in his/her opinion is a danger to the driver, the vehicle or the other passengers.
- 7.6 In the interest of Health and Safety, *Tnk Trans Travel/ Private Tours* reserves the right to refuse admission to any of our services where it may hinder the health and safety of fellow passengers.
- 7.7 Smoking and the consumption of alcoholic beverages, or excessive intoxication by use of cigarettes, alcohol or drugs NOT permitted in our vehicles under any circumstances, and passenger will be refused to boarding at the sole discretion of the driver wherever it is possible.
- 7.8 Please take note that in the event of the passenger being refused to boarding, the passenger will forfeit any right to a refund or compensation. Note that law in any vehicle forbids any open alcoholic beverages.
- 7.9 The guest acknowledged that he/she will be held fully responsible for valet and/or repair fees should he/she sully or damage our vehicles.
- 7.10 No animal will be carried on *Tnk Trans Travel/ Private Tours* with the exception of trained guide dogs accompanying a visually impaired passenger.
- 7.11 *Tnk Trans Travel/ Private Tours* Will not be obliged to carrying any child under the age of 13 years unless a responsible adult accompanies that child, or unless agreed otherwise.
- 7.12 For children under the age of 3 years a car seat is mandatory. *Tnk Trans Travel/ Private Tours* offer car seats for children free of charge. Please indicate this when making your reservation.
- 7.13 *Tnk Trans Travel/ Private Tours* are committed to passenger safety. Each vehicle is insured with passenger liability insurance. We only employ driver that has been issued a *Professional Driver Permit (PrDP)*, has obtained after they pass a medical examination and once a police clearance certificate has been issued. Our vehicles are maintained to a high specification and are inspected daily by our operations management to ensure your safety.

8. FORCE MAJEURE

Tnk Trans Travel/ Private Tours is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

9. LIMITATION OF LIABILITY

- 9.1 *Tnk Trans Travel/ Private Tours* is indemnified and held harmless against any and all claims, losses, damages and/or costs, howsoever caused, arising directly or indirectly from these Terms and Conditions and any tours operated or organized by *Tnk Trans Travel/ Private Tours*. Nothing in this Agreement shall operate to exclude or in any way limit the Guest or *Tnk Trans Travel/ Private Tours* liability for fraud, or for death or personal injury caused by either's negligence or any other liability that may not be excluded or limited as a matter of law.
- 9.2 *Tnk Trans Travel/ Private Tours* reserves the right to outsource any transfers to one of its partners where necessitated by demand. All partners of *Tnk Trans Travel / Private Tours* are required to maintain their own insurance, passenger liability cover at all times, and the partners jointly and severally indemnify *Tnk Trans Travel / Private Tours* against all losses or liabilities, which may be suffered or incurred by the client in the course of a transfer.
- 9.3 In agreeing to these terms and conditions, the client acknowledges that any claim he/ or she may have in respect of loss suffered or incurred in respect of a transfer shall be made directly against the relevant partner.

10. PRIVACY

- 10.1 We completely respect your privacy at *Tnk Trans Travel/ Private Tours* and shall take all reasonable steps to protect the personal information of users.
- 10.2 We will never sell, rent or give away your name, email or address to anyone – ever. We will use your email address, contact number only to communicate with you about your orders and information about *Tnk Trans Travel/ Private Tours*.
- 10.3 However, this information is exclusively used for the handling of your orders and for your added convenience. It will never be sold, rented or given away to a third party.

11. DISCLAIMER

Tnk Trans Travel/ Private Tours, their employees, agents and associates shall not be responsible for and shall be exempt from any liability in respect of any loss, damage, injury, accident, delay or inconvenience to any person or their luggage or other personal property whether the same shall occur and whether the same shall arise from or be occasioned by the negligence of *Tnk Trans Travel/ Private Tours*, their employees, agents, associates and other persons indirectly in the employ or service of *Tnk Trans Travel/ Private Tours* or otherwise under any circumstances whatsoever.

These Terms and Conditions may be subject to change without prior notice and at the discretion of *Tnk Trans Travel/ Private Tours* management.