



## CANYB (PTY) LTD TERMS AND CONDITIONS

### APPLICATION

All enquiries, advice, quotations or estimates addressed to, provided by or bookings made and/or all services rendered and/or goods supplied by or on behalf of CanyB (Pty) Ltd (**'the Company'**) are subject to these terms and conditions (**'the Conditions'**) and the terms and conditions of various third party providers of services and/or goods (i.e. airlines, tour operators, hotels, cruise companies etc.) who the Company requests on your behalf to render services or provide goods to you (see re such suppliers below: **'Third Party Suppliers' and 'Third Party Supplier Conditions'**). Please note that even if the aforesaid liaison with the Company does not culminate in a booking, the Conditions will apply to all enquiries addressed to and/or advice, quotations or estimates provided by or discussed with the Company.

### THE CLIENT AND AUTHORITY

The person making such enquiries, seeking such advice, requesting such quotations or estimates or making such booking or to whom any service is rendered or goods supplied, is deemed to have **read, had explained (where applicable), understand and accepted** the Conditions and to have the **authority** to do so on behalf of the person, persons or group or entity in whose name or on whose behalf the enquiry is made or advice sought or estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered and/or the goods supplied (collectively referred to as **'the Client(s)'**).

### BOOKINGS:

After ascertaining availability on the tour/event/accommodation you want to take, a booking form must be completed and handed to your agent or to the Company to confirm your reservation and a 50% deposit must be lodged. The balance of the tour/event/accommodation fare must be paid by no later than 20 days prior to the date of departure or event date, failing which the company may treat the booking as cancelled and re-allocate the vacancy. Late applicants may join the tours/events /accommodation on a space available basis and upon completion of a booking form, lodged with the company and payment of the full cost of the tour/event/accommodation.

### THE CONTRACT:

A contract between the client and the company will only be deemed to exist once a duly completed, signed booking form **AND** the deposit has been received by the company and the client has received confirmation from the company of the client's participation.

### CANCELLATIONS:

Cancellation of any booking must be made in writing and acknowledged by the company. The date on which the correspondence is received by the company or its agents will determine the cancellation fee.

- a) If the cancellation is received 31 days or more prior to departure then 20% of the total amount is forfeited.
- b) If the cancellation is received 30 days or less prior to departure/event then the following cancellation fees will apply:
  - 30 to 21 days - 40% of fare; 20 to 14 days - 70% of fare; 13 to 0 days - 100% of fare

If a client fails to join a tour/event/accommodation, or joins it after departure or leaves it prior to its completion, no reimbursement will be made, unless by prior arrangement and if the circumstances are reasonable in the sole and unfettered discretion of the company. Such request shall be made in writing and must accompany the Booking Form. Deposits are not transferable to any other person, should a client cancel off a tour/event.

The company reserves the right in any circumstances to cancel the tour/event/accommodation, in which case all monies paid by the client in respect of the tour/event/accommodation fare will be returned to the client. This constitutes the full extent of the company's liability to the client. The company can offer the client an alternative tour/event of comparable standard.

### ALTERATIONS AND CHANGES TO TOURS/EVENTS:

Whilst every effort is made to keep to itineraries as quoted, the company reserves the right to occasionally change routes and/or accommodation as brought about by changing conditions. The

company may alter itineraries after departure if in the interests of safety or, of the client. The company will not be responsible for any compensation to the client if the company is forced to cancel or in any way change the tour due to force majeure, including war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, adverse weather conditions or other external circumstances beyond the control of the company. In the unlikely event of a vehicle breakdown that is beyond the company's control and immediate repair, the spare parts will be arranged in the shortest possible time. The company will not be responsible for the cost of any accommodation other than that equal to the tour and will not be liable for any airfares or repatriation costs whatsoever. The company reserves the right to alter the itinerary accordingly in order to make up any time lost due to any unforeseen circumstances.

### INSURANCE:

Comprehensive travel insurance is compulsory and should be arranged by the client in their country of origin. Insurance, without derogating from the generality of the following, should cover personal injury, medical and/or rescue expenses, repatriation, death, cancellation or curtailment including in the case of Covid19, loss of baggage, money or any other personal items. The company reserves the right to request documentary proof of such insurance. The Company will not be responsible or liable if the Client fails to take adequate insurance cover or at all. Should the insurers dispute their liability for any reason the Client will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the Client will be issued with a **policy document by the insurer**. It is a complex document, which must be read BEFORE YOU initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure. Please note that various **credit card companies** offer limited levels of travel insurance, which the Company does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

### EXCHANGE CONTROL:

There may be certain currency restrictions that client's should familiarize themselves before embarking on a journey in Africa. This is the exclusive duty of the client.

### HEALTH:

The client acknowledges being aware of the nature of the journey/event/accommodation being booked and hereby confirms that he or she is medically fit, in good physical and mental health, and is able to embark on the tour/event. Any client with a pre-existing medical condition should make this known to the company and should carry any necessary medication that may be required during the tour/event. The company will require a letter from the client's doctor declaring the client medically fit. It is the client's responsibility to ensure that all necessary inoculations are obtained for the areas being visited. The company does not accept any responsibility for any client being refused access to any country due to incorrect or incomplete health documentation.

It is the client's sole responsibility to ensure that any **vaccinations, inoculations, prophylactics (e.g. for malaria)** and the like, where required, have been obtained. Please check the requirements with a medical practitioner who is well versed with the prevailing conditions and requirements of the country(ies) or territories/areas you intend visiting before travelling. If the Company assists the Client in any way, such assistance will be at the Company's sole discretion and the Client acknowledges that in doing so, the **Company is not assuming any obligation or liability** and the Client indemnifies the Company against any consequences of such assistance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical challenges the journey may entail and the Client must accordingly be in an adequate condition for the itinerary.

### LIABILITY:

Clients are accepted on the tour/event/accommodation on the understanding that the client appreciates the risks inherent in adventure travel including, but not limited to, the below mentioned, and that the client undertakes the tours, safaris, events, excursions and expeditions as quoted by the Company or as featured on the website and other trips and expeditions offered by the company and any commuting from their respective homes to the point of departure (collectively known hereinafter as "tours"), at the client's own risk. The client agrees that the company, its members, employees and agents (**'the Indemnified Parties'**), shall not be responsible for the loss or damage to property, expenses, or accident, harm, injury or illness

to the client or loss of life or consequential, indirect, or financial damages, trauma, delay or inconvenience including medical expenses which might occur from any cause whatsoever from any act, omission, default, or negligence on the part of any of the Indemnified Parties whatsoever including the cancellation and/or curtailment of any aspect of the tour. The client and his/her dependents, heirs, executors, administrators and assigns hereby indemnify and hold blameless and waives any claims against the Indemnified Parties, company, its members, associates, employees, representatives from all liabilities for any or all claims whatsoever and howsoever arising and without limitation from any claim as specified above. The Indemnified Parties shall furthermore not be liable for any consequential, economic, financial or indirect loss or damage whatsoever.

#### SEVERABILITY:

If any part, term or provision of this contract is held to be illegal or unenforceable, it shall not affect the validity or enforceability of the remainder of the contract. Furthermore, if any covenants are held illegal or unenforceable by virtue of its scale, extent or duration, it shall remain valid and enforceable in such reduced scale, extent or duration as any court may decide as being the maximum scale, extent or duration permissible.

#### COMPANY RESPONSIBILITY, RIGHTS AND AUTHORITY:

The information given in any advertising material of The Company is given in good faith and is based on the latest information available to the company at the time of publication. The company reserves the right to change any of the vehicles or facilities described in its advertising material without becoming liable for compensation or refund. It further reserves the right to increase prices without prior notice should any of the included facilities, national parks or excursions, be subject to price increases after the publication of the advertising material. Authorized tour leaders and representatives of the company may take photographs and films of the clients while on any of the tours or events, and the company may use such material for any advertising or brochure production and website without obtaining consent, and without payment to the client. The decision of the crew employed by the company will be final on all matters. The company shall not be responsible for any client who commits an illegal or unlawful act in countries visited. The client may be excluded from the tour without a refund. If the company considers a client unsuitable for a tour/event/accommodation it may, at its sole discretion, decline to carry the client further, without any refund whatsoever.

#### CLIENT RESPONSIBILITY AND TRAVEL DOCUMENTATION:

It is the client's sole responsibility to ensure that their travel documentation is in order. Any resulting consequence of a client's failure to have all travel documentation in order shall be the client's responsibility and all related costs thereof shall be borne by the client. The client is responsible for making his/her own arrangements to reach the tour assembly point.

It is the entirely the **Client's duty** to ensure that all **passports and visas** are current, valid, obtained on time and will be valid for six (6) months after return to his/her/their home country

**Please note** that All visitors to South Africa and all clients who are travelling from SA to another country are required to have a minimum of three (3) blank pages in their passport excluding the front and back cover to enable the entry visa to be issued – However in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. If there is insufficient space in the passport entry will be denied and the person is likely to be detained.

Please ensure that all passports are renewed timeously. The client must ensure that the details supplied to the Company mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 6 (six) months after your scheduled return to South Africa. Non-South African passport holders may also be required to have re-entry documentation and it is entirely the Client's duty to ensure that such documentation is in order before departure.

**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. Furthermore caution should be taken when your countries of transit or final destination issue visa on arrival. These must not be taken for**

**granted and ensure that all details are obtained from the relevant embassy or consulate well in advance of your departure.**

#### CHANGE OF BOOKING:

If, after confirming your booking, you wish to change to an alternative departure/event/accommodation date, you may do so, subject to cancellation conditions, availability and by agreement with our booking office. An administration fee and relevant cancellation fees will be charged. Normal cancellation fees will apply if the company cannot accommodate this request.

#### ASSIGNMENT:

The company shall be entitled to cede and assign its rights and obligations under and in terms of this contract.

#### GENERAL

The Company offers a wide range of services which includes accommodation, event management, team building, day tours and excursions, safaris and expeditions, adventure activities and incentives. The terms and conditions below should be read in the context of the type of service that is being booked with the company and in some cases some of the headings may not be relevant to the services booked.

#### TOUR/EVENT FARE:

##### WHAT IT INCLUDES

It is important that our clients know what costs are covered on each trip/event/accommodation and that there are no surprises during or after the event. Each itinerary is tailor made and as such includes what is specified in the quotation to the client. If a package is being booked, then the items included are listed on the package details. If a tour is being booked for a client and subcontracted to a third party operator, then the terms and conditions of that third party operator will be made clear to the client on confirmation of reservation. Included or excluded meals as per the itinerary and we make every endeavor to cater for special diets providing produce is available and that we have been notified at time of booking. National Park and entrance fees for included excursions are covered where specified, but any optional or additional excursions taken by the client are not included.

##### WHAT IT DOES NOT INCLUDE

Airfares, visas, departure taxes, port taxes, personal and medical insurance, personal expenses, alcohol and soft drinks, portage, gratuities, optional excursions, unscheduled game park visits and entrance fees, tourism levy, unless specifically requested in the quotation.

#### LUGGAGE ALLOWANCE FOR TOURS/EVENTS

Depending on the tour/event/accommodation being booked there may be a luggage restriction if the group is being transported in a vehicle with limited storage space. This will be advised at time of booking.

#### KIT LIST AND SUGGESTED CLOTHING FOR TOURS/EVENTS

**Depending if the event is a single or multi-day event the items below may apply:**

General: Day backpack, camera, spare batteries, binoculars, torch with spare batteries, simple first aid kit, personal toiletries, insect repellent, sun protection, lip salve, wet wipes, tissues, any prescription medication (it is suggested that you bring a copy of the prescription as well).

Clothing: Long cotton trousers, skirts, shorts, cotton shirts, jeans, T-shirts, underwear, socks, sweater, light windbreaker, swimming costume, towel, kikoi (sarong), peak cape or sun hat, comfortable walking shoes, sandals, warm clothes in winter months. Specific kit lists will be supplied if you are participating in adventure excursions.

#### TRAVELLERS AND GROUP SIZE

There is no age restriction on our tours, but certain activities carry a minimum age restriction e.g. quad bikes. The travelers that we attract are flexible, have a spirit of adventure and a desire for the unexpected. The groups are made up of single travelers, couples, corporate and small groups of friends aged between 18 and 80 years, from all walks of life and of varied nationalities. Events are mainly corporate groups of mixed culture and ages. Leisure activities attract a wide variety of tourists.

#### VEHICLES

The Company subcontracts vehicles from recognised transport companies with the relevant carrier permits and passenger liability cover.

## PHOTOGRAPHY

Please be aware that taking photos of people in Africa can cause great offence and permission should be asked beforehand. There are many African tribes that will expect payment in return for their photo being taken. In addition to this, no photos should be taken at airports, government, police or army posts, borders, bridges or military roadblocks. Always check with your guide if you are in doubt.

## WHAT TO EXPECT IF ON A SAFARI OR EVENT

With the wide variety of services offered by the Company, the accommodation will vary considerably from one tour/event to the other. If in a hotel/lodge/guest house environment the services are in accordance with the star grading of the establishment. If on a bush camp or camping safari, it will depend on the level of services requested from basic to luxury.

## SECURITY

When on a tour/event/accommodation each client is responsible for their own valuables and the Company does not take responsibility for the loss of any goods or valuables whatsoever.

## ACCOMMODATION AND AIR TRANSPORT

The Company can assist with any air travel arrangements before or at the end of your tour/event. Whilst every effort will be made to assist you in case of problems encountered, we do not however take any responsibility for any delays, cancellations or any other problems in this regard whatsoever. The passenger ticket issued by the specific airline shall constitute the sole contract between the airline and the passenger. We will be happy to assist you with any accommodation bookings and transfers that you may require, leading up to or at the end of your tour/event.

## OPTIONAL ACTIVITIES

There are many optional excursions and activities that are available when on a tour/event/accommodation. The Company can book these for you. Please do remember however, that some of these optional extras are operated by a third party and not by the Company. Some of these activities are adventurous with accompanying risk. All activities are undertaken at own risk.

## COVID

It is common knowledge that travel in particular has been affected by major challenges arising from the Covid 19/Corona Virus ('Covid') which has been declared a pandemic by the World Health Organization ('WHO'). Covid can be transmitted from person to person inter alia by contact and respiratory means and that it is essential to follow guidelines and precautionary measures issued by the WHO and various governments. Each country has its own entry and exit requirements and it is the sole and exclusive duty of each traveller to familiarise themselves with such prescribed guidelines and precautionary measures AND entry and exit requirements of each country they intend visiting and/or which is reflected in their final itinerary. The Company is not liable for any consequence of non-compliance with this clause and/or the impact of Covid on your booking (See the 'Responsibility' clause below)

## THIRD PARTY SUPPLIERS

The Clients are provided with travel and/or other services and/or goods either by the Company itself or by Third Party Suppliers who it engages as agent for the Client and who in turn acts as the principal in the relationship with the client - they include airlines vehicle rental, providers of accommodation, food and beverage and excursions. The **contract in use by the Third Party Suppliers** (which is often constituted by the ticket issued by the them), shall constitute the sole contract between the Third Party Supplier and the Client and any right of recourse the Client may have, will be solely against such Third Party Supplier. The Company will provide the identity and terms and conditions of (or access thereto) all the Third Party Suppliers relevant to the service and/or goods being provided for the Client's booking and it's the Client's responsibility to familiarise itself with such terms and conditions (**'the Third Party Supplier's Conditions'**). Whilst the Company vets and selects the Third Party Suppliers with the utmost care and circumspection, the Company accepts **no liability** for any loss, damage, illness, harm, injury or death which any Client may suffer or claim of whatever nature it may have as a result of any act or omission on the part of or the failure of the Third Party Supplier to fulfill any of its obligations, whether in relation to travel arrangements, accommodation or otherwise.

With regards to **hotel bookings**, please be aware that hotels and other accommodation properties such as guest houses (Collectively

referred to as **'hotels'**) may undergo renovations from time to time. Hotels generally take all possible steps to limit disruption and inconvenience to their guests when renovations are taking place. The Company will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If the Company is specifically advised of renovations in advance by the hotel, this information will be passed on to the Client but it is important to understand that this is subject to change and that the Company may not always be notified.

## CAR & VEHICLE HIRE

These contracts (**'Car Hire T&C'**) are onerous & include absolute, no fault and strict liability provisions. These Car Hire T&C must be read very carefully and anything you don't understand or about which you have any misapprehension must be discussed with the car hire consultant BEFORE you sign the Car Hire T&C, especially damage excesses and mileage. Please note that you will be liable for all traffic fines and toll fees. The Company strongly recommends you check the vehicle thoroughly (exterior and interior) with a representative of the car hire business upon collection and return and ensure that any damage, scratches, faults or shortcomings are noted in writing & signed for. Note that the Car Hire T&C shall constitute the sole contract between the car hire company and the Client and any right of recourse the Client may have, will be solely against the car hire company in terms of the Car Hire T&C. Similarly the Company cannot take responsibility in case of car rental vehicle break-down, dirty car rental vehicles, incorrect reading of kilometers travelled, etc.

## AIR TICKETS

These tickets are linked to contracts (**'Air T&C'**) which are very complex and can entail very strict requirements regarding change, airport and departure taxes and cancellation **and baggage** provisions and the Client **MUST read ALL** the applicable conditions BEFORE paying for the ticket. The Client should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, the Client is not allowed to use such tickets/coupons out of sequence or to **'skip'** one (& e.g. opt for train, bus or car transport) as this will VOID the entire balance of the journey/itinerary. **'No-shows'** may result in the ticket being voided and/or the Client being charged a cancellation fee. Note that the Air T&C shall constitute the sole contract between the airline and the Client and any right of recourse the Client may have, will be solely against the airline in terms of the Air T&C. The Client's rights of recourse as a consequence of over-booking are determined by the Consumer Protection Act, Act # 68/2008 (**'the CPA'**). Loyalty programs are governed by strict rules of which the Client must be aware and retention of boarding passes and other documentation pertaining to such programs is the sole responsibility of the Client. Consult the airline about refunds for unused tickets as strict deadlines apply.

## BREAKAWAYS

While it is possible to break away from planned holiday itineraries, it is understood that such breakaways will be for the Client's account.

## COACH & AIR CHARTER

Please note that the flying services and coach transfers are sub-contracted to **independent Third Party Suppliers**. They are entirely and exclusively responsible for this portion of the itinerary. The Company will not be liable for any additional flying/transfers outside of the quoted itinerary. This will be for the Client's account.

## DESTINATION SELECTION

The Client acknowledges that it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the Internet. It also acknowledges that certain of such brochures and/or the Internet have been compiled and are managed and up-dated by the Third Party Suppliers over which the Company has no control. Accordingly the Company cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Third Party Supplier.

## LAW, JURISDICTION, DOMICILIUM AND LEGAL FEES

South African **law and the jurisdiction** of South African courts will govern the relationship between the Client and the Company. The Company shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any **Magistrates Court** having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction. The parties choose their

respective domicilium citandi et executandi as reflecting in the Booking Form. The Client will be liable for all legal fees on an attorney and own client scale in the event that the Company has to take any legal steps of any nature whatsoever pertaining to the Conditions.

#### **CONDUCT**

The Client undertakes that he/she and any members of its tour party will at all times comply with the Company's or others' requirements and instructions in regard to his/her conduct and he/she will not in any way constitute a hindrance to any Third Party Supplier, other passenger or person on the tour, mode of conveyance, at any place of accommodation, entertainment or where meals and/or drinks are served. The Client indemnifies and holds harmless the Company against damages suffered and/or costs incurred by the Company and/or any third party or other consequences as a result of a breach of this clause.

#### **SPECIAL REQUESTS**

Client who has **special requests** must specify such requests to the Company in the Enquiry. Whilst the Company will use its best endeavours to accommodate such requests, it does not guarantee that it will.

#### **CONFIDENTIALITY & PRIVACY**

Subject to statutory constraints or compliance with an order of court, the Company undertakes to deal with all Client information of a personal nature on a strictly confidential basis. Furthermore, as far as the Client's personal information and special personal information is concerned, the Company will comply with all provisions of the applicable privacy legislation such as the Protection of Personal Information Act, Act 4 of 2013 [*'POPIA'*] and, in the case of residents of the European Community (*'the EC'*), the General Data Protection Regulations of 2018 (*'the GDPR'*) as detailed in the Company's Privacy Policy which is incorporated herein by reference and which you are deemed to have read, understand and agree to be bound by.

#### **CONFIRMATION OF TRAVEL ARRANGEMENTS**

All onward travel arrangements (local and international & on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 hours prior to departure.

#### **INTERNET BOOKINGS**

If the Client requests or instructs the Company to make bookings via the Internet, the Client irrevocably authorises the Company to do the following on its behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payments and (3) accept booking conditions.

#### **DRIVER'S LICENCE**

Even if you have obtained an international driver's licence, please take your national driver's licence with you. Some overseas car rental companies may request proof of residence such as rates and taxes account (as for FICA)

#### **TAXES & SURCHARGES**

Where possible airport and airlines taxes and surcharges are reflected in all prices. It should be noted that certain airlines invoke additional taxes and/or surcharges if any changes are made to the tickets and/or routing even if the ticket has been fully paid. Furthermore it is important that you check with the Company prior to departure from South Africa what the current airport departure tax is of all the countries you will be passing through as these taxes are usually payable in the local currency and must be provided for. With regards to accommodation, some countries city tax and other taxes are only payable on check out.

#### **COPYRIGHT**

The Conditions and any intellectual property and specifically copyright therein and any proposals, presentations, estimates, quotes and itineraries provided by the Company is and shall remain the sole and exclusive property of the Company

The Client furthermore undertakes not to circumvent the Company and to make any approaches to or enter into any arrangements for any concept similar in part or as a whole to that contained in any of the proposals, presentations, estimates and quotes provided by the Company with any of the Third Party Suppliers or any other service providers or venues for a period of 1 (One) year from the date of the Booking and/or the submission of any proposals, presentations, estimates quotes provided by the Company.

#### **DISPUTE RESOLUTION**

Any and all dispute arising out of or in connection with the Conditions and/or bookings made by the, shall be dealt with as follows:

1. Firstly the parties will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably.
2. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa (*'AFSA'*), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place with a further 5 (five) days from the date the mediator is appointed.
3. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Johannesburg within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.
4. Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application

#### **ENTIRE CONTRACT**

The Conditions (together with all enquiries, advice, quotations or estimates addressed to, provided by or bookings made and indemnities signed and the Company's Privacy Policy) constitute collectively the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated or presented by or on behalf of the Company or otherwise that is not included herein and whether in writing or verbal or implied. The contra proferentem rule will not apply to the interpretation of the Conditions. The Company reserves the right to revise these conditions from time to time - each revision will be dated and posted on its website.

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**ADV. LOUIS NEL**  
**'LOUIS-THE-LAWYER'**  
**NOVEMBER 2023**