

Terms of Service

By connecting with and accessing services supplied by Classic Escapes and accessing or using www.classic-escapes.com or any of its related website, blogs, applications or platforms (collectively, "the Website"), owned by **Classic Escapes Close Corporation** (reg: 2007/044195/23) ("Classic Escapes"), you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("Terms"), in conjunction with any additional Classic Escapes terms particularly applicable to you and the Services you utilise. All rights in and to the content of the Website remain at all times expressly reserved by Classic Escapes.

Please pay specific attention to the BOLD paragraphs of the Classic Escapes Terms. These paragraphs limit the risk or liability of Classic Escapes, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Classic Escapes or is an acknowledgement of any fact by you.

COVID-19 WARNING – 27 March 2020

- **The Services may be affected by the spread of the COVID-19 pandemic.**
- **As much as we have a commitment to our travellers, we also have a commitment to our employees and the local suppliers that tourism benefits. For that reason, anything related to the COVID-19 virus will have the standard terms and conditions apply as usual.**
- **Naturally, should any Tour be cancelled by us, all affected users will be notified and users who have paid their full Tour Fee will be reimbursed 100% of their Fee.**
- **For more information on the terms of cancellations and/or refunds, please see the Cancellations and Refunds Section below.**
- **For more information on how the SA Tourism sector is managing COVID-19, please consult this SATSA guide - <https://www.satsa.com/covid-19-future-proofing/>**

- **Please read these terms carefully before accessing or using the Services or Website. Classic Escapes will assume you have read and understood these terms should you continue to access or make use of the Services and/or Website.**
- **By using the Services and/or Website, you warrant that you have carefully read and understood these Classic Escapes Terms, and have familiarized yourself with all the information provided to you about our Services and agree to all stated conditions set forth in these Terms.**
- **You further understand and agree that these Terms also contain a release of liability in Classic Escapes' favour, and that you accept these Terms of your own free will. These Terms are binding on your heirs, dependents, legal representatives and assigns.**

It is important to note the following:

- The terms "user", "you", "client" and "your" are used interchangeably in these Terms and refer to all persons using the Services and/or accessing the Website for any reason whatsoever. Accordingly, the terms "us", "our" or "we" refers to Classic Escapes or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 02 June 2020.

1. INTRODUCTION TO THE SERVICES AND WEBSITE

- 1.1. Classic Escapes exists to choreograph connection. With over 20-years of experience in high end luxury travel, we tailor-make itineraries based on our client's individual needs, desires and dreams. We travel extensively, have excellent relationships with suppliers and use our first-hand experience to carefully curate unique journeys. Working with only selected clients who are either repeat or who have been referred to us, Classic Escapes maintains a high level of service and attention to detail within a niche market.
- 1.2. We provide bespoke consulting and travel agency services allowing users to contact Classic Escapes to procure their travel and consulting services from Classic Escapes, signing-up for our exciting newsletter, reviewing our travel content page (the "Classic Journeys" page) and/or making contact with us generally (collectively, the "Service/s").
- 1.3. These Terms explain the conditions applicable to the core provisions applicable to a user's use of any Services derived from Classic Escapes and how users must make use of the Website. Depending on the exact Services used, a user may also need to conclude additional agreements with Classic Escapes, which agreements will contain more specific details and/or conditions relating to the exact Service acquired, including exact services and fees to be expected.
- 1.4. In return for using some of the Services available, the user may have to pay a fee to Classic Escapes or another third party ("Fee"), but same Fee will be detailed to you Classic Escapes' Service invoice, before you incur such a Fee, or in any further Service-specific agreement you may conclude with Classic Escapes or another third party. Please contact us for a breakdown of the Fees applicable to your chosen Services.
- 1.5. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Classic Escapes uploading the amended Terms to the Website. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.
- 1.6. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

2. RELATIONSHIP BETWEEN THE PARTIES AND AGENCY

- 2.1. **For all Services provided, Classic Escapes does not have an employment, intermediary, advisory, representative nor broker relationship with any user. Your use of the Services or the Website is entirely at your own risk and based on your own volition and expertise.**
- 2.2. **Classic Escapes operates as your limited travel agent for some Services procured from Classic Escapes. Accordingly, all law concerning agency will apply between the user and Classic Escapes for Tours facilitated by Classic Escapes on your behalf.**
 - 2.2.1. **Accordingly, as an agent to a customer, Classic Escapes can/will:**
 - 2.2.1.1. **Contract with third party operators and suppliers on your behalf to provide their private services to you, in accordance with the specifications of any Tour you have procured via Classic Escapes;**
 - 2.2.1.2. **Incur envisaged debts on your behalf which you are obligated to refund to Classic Escapes on presentation of a Classic Escapes' invoice reflecting such third-party costs for services incurred/enjoyed by you with a third-party service provider;**
 - 2.2.1.3. **Retain information about any Tours or transactions conducted with you for fulfilling legislated document-retention requirements as an agent; and**
 - 2.2.1.4. **Act in your stead and bind you to obligations absolutely necessary for your use of the Services and/or Tours, as you have consented to and contracted to allow, herein.**

2.3. For clarity:

- 2.3.1. Classic Escapes offers consulting and travel agency services, where you pay and contract with Classic Escapes for same Tour agency services and for Classic Escapes to organise Tours on your behalf. Classic Escapes is therefore only liable for the agency services it provides as a Tour agency service provider.
 - 2.3.2. Third-party service providers actually offer and provide the Tours themselves, where same third-party service providers are liable for all responsibility stemming from the provision of their Tour services to the user, under the applicable legislation in the third-party service provider's jurisdiction.
 - 2.3.2.1. Accordingly, your participation in any Tour with a third-party service provider may be subject to your adherence to that third-party's additional terms and conditions of their services, which they may make you confirm in an additional agreement with them (which may or may not be provided by Classic Escapes to you).
 - 2.3.3. Clients explicitly understand and agree that these Terms may be affected or superseded by terms from Classic Escapes' third-party independent service providers, should those change and affect the Services (such as applicable Fees, service details and excursion requirements), which the user will automatically adhere to.
- 2.4 As registered members of SATSA (membership number 1845), we are obliged to comply with the association's code of conduct as approved by the Board of Directors. SATSA members are bonded with third-party indemnity, ensuring financially sound relationships when using them as suppliers. <https://www.satsa.com/code-of-conduct/>

3. THE SERVICES

- 3.1. For further and exact information on the various Services currently offered by Classic Escapes, or those specific to you, please consult the relevant "About" page on the Website or please contact info@classic-escapes.com who will gladly assist.
- 3.2. For general information purposes, and subject to further information relating to these Services made available by Classic Escapes, directly or via the Website, the following details some of the exciting offerings which constitute our Services available to users:
 - 3.2.1. **Searching through and learning about available travel consulting services**
 - 3.2.1.1. Users can contact our travel advisors or use the Website to search through and learn about the various Services made available by Classic Escapes.
 - 3.2.1.2. For more information on the exact specifications and fees associated with each Service offered, please contact our friendly agents to understand all of the relevant details applicable.
 - 3.2.1.3. **Please see clauses 5, 6 and 7 below for further important conditions associated to the procurement and use of Tours from Classic Escapes.**
 - 3.2.2. **Booking Procedure:**
 - 3.2.2.1. Users can make Bookings for Tours which they wish to purchase from Classic Escapes, by contacting Classic Escapes directly or by using the relevant prompts on the Website.
 - 3.2.2.2. Bookings made for users are held provisionally and only finally confirmed once payment has been completed by the user as required.
 - 3.2.2.3. **Please see clauses 5, 6 and 7 below for further important conditions associated to the procurement and use of Bookings from Classic Escapes.**
 - 3.2.3. **Enjoying our complimentary newsletter**
 - 3.2.3.1. All registered customers on our system will automatically receive our newsletter, which users can unsubscribe from using the provided prompts on each newsletter.

4. BOOKING AND PAYMENT PROCEDURE FOR CLASSIC ESCAPES SERVICES

- 4.1. For the use of Website there is no Fee charged to the client, but the use of particular Services does attract a Fee to be paid by the user to Classic Escapes for the provision of their Services to the user.
- 4.2. Classic Escapes will charge the Fee to a user for the ordering and use of a Tour from Classic Escapes.

Booking Procedure:

 - 4.2.1. After consulting between Classic Escapes and the client, and once the client is ready to confirm their booking they must contact Classic Escapes via email and confirm the Tour which they would like to book with Classic Escapes staff ("**Booking**"), who will also record the user's relevant contact and other details, in order to initiate the Booking request.
 - 4.2.2. Once Classic Escapes has made the Booking for a user, we will endeavour to hold the Booking on a provisional basis for you for 7 (seven) days to give you time to make a final decision and confirm your final decision with us.
 - 4.2.3. Booking time period allowances may differ from Tour to Tour in the various countries we offer holidays to, but we will indicate to you if the Booking period is less or more than the 7 (seven) days in the context.
 - 4.2.4. Only once we have received a **non-refundable deposit of 30%** (thirty percent) of the chosen Tour fare Fee, we will confirm the exact arrangements associated with the chosen Tour, with you. When we confirm these details to you in writing, then your Booking is confirmed and accepted by us.
 - 4.2.4.1. The reason there is a non-refundable deposit is to pay for fees already incurred on a user's behalf which Classic Escapes must incur as an advance on your behalf. The deposit is therefore used to recoup these fees lost from any subsequent cancellation.
 - 4.2.5. Clients also understand that a 100% (one hundred percent) prepayment is required for any regional and/or commercial flights, in order to issue flight tickets to you.
 - 4.2.6. Once the Booking is confirmed, we will send you a copy of our pre-excursion information for your holiday. Please ensure that you also take out full travel insurance when the deposit is paid.
 - 4.2.7. Final payment of the Fee (minus the relevant deposit) is due to Classic Escapes no later than 90 (ninety) days prior to the Tour's planned departure. Only upon receipt of your full Fee payment, will we issue confirmation of your Tour, and issue you with all relevant Tour vouchers required to be used with our Tour service providers.
 - 4.2.8. If the Booking is made with less than 90 (ninety) days prior to the commencement of the Booking Tour, the exact unique Booking requirements will be advised to you accordingly.
 - ~~4.2.9.~~ **PLEASE NOTE FOR FLIGHT COSTS:** Please be advised that despite a Booking being confirmed, unless flights are paid for in full when required, the exact Tour Fee remains subject to current Industry and Aviation Fuel Increases, including exchange rate fluctuations. The user will be liable for fuel surcharges unless they have been settled in full.

Payment of the Fee:

- 4.3. Classic Escapes is committed to providing secure payment facilities. All transactions are encrypted using appropriate encryption technology as operated by our authenticated payment service providers.
- 4.4. Classic Escapes can be paid the Fee by using the following methods, with the following associated conditions:
 - 4.4.1. **Credit Card:** We accept *Visa*[™], *MasterCard*[™] and *American Express*[™] for South African Rand payments. The use of a credit card may attract credit card fees, which are for the user's account. The user will also be subject to any applicable terms and conditions of use and service applied by such payment provider used by the user.
 - 4.4.2. **Direct Electronic Fund Transfer:** Users can also deposit the Fee amount due via direct deposit/money transfer to our bank account detailed on the Booking invoice provided to you. South African Rand payments are to be made into our South African Rand account and USD payments are to be made into our USD account (as detailed on the relevant invoice). **Any fees associated with the conversion of foreign currencies into Rand amounts, or for the use of payment services, will be for the client's account.**
- 4.5. All advertised prices for Tours and Fees shall be inclusive of Value Added Tax ("**VAT**"), delivery charges and any other applicable taxes/fees, unless otherwise stated and required by law. Any such additional charges and VAT which will apply to a particular transaction, will be clearly indicated to you on all Classic Escape's invoices.

- 4.6. **Users expressly understand and agree that Classic Escapes' Bookings' quotations are based on anticipated costs and are subject to change should the anticipated costs increase due to circumstances outside the control of Classic Escapes.** We will notify you of any such changes as soon as is reasonably practical.
- 4.7. Every time a Booking deposit, balance or total Fee is paid to Classic Escapes, Classic Escapes will issue the relevant user with an appropriate invoice reflecting your payment, any outstanding Fee owed, and any further associated conditions applicable to the Fee (if any).
- 4.8. **Any increase in government taxes and/or third-party tour provider's fees affecting costs included in the Tour price will be passed onto and paid for by the client. Any increase in the Tour price due to a government tax rate hike or institution of a new tax or impost shall not be sufficient grounds for any refund of fees already paid for the Tour, or for the cancellation of a Booking for a Tour.**
- 4.9. You may contact Classic Escapes via email at info@classic-escapes.com or call +27 83 255 8227 to obtain a full record of your transactions with Classic Escapes.
5. **ADDITIONAL CONDITIONS APPLICABLE TO PARTICULAR CLASSIC ESCAPES SERVICES**
- 5.1. The following are particular conditions, restrictions, rights and/or duties associated to the specific Services we offer.
- 5.1.1. **Accessing multi-media content on the Website, about the Tours and Blog content:**
- 5.1.1.1. Whilst Classic Escapes carefully selects and curates all multi-media content before it is made available on the Website, Classic Escapes will not be liable for any content, information or opinion provided via the Website.
- 5.1.1.2. Such multi-media content is also provided "as is" where Classic Escapes disclaims itself of all liability for the accuracy or correctness of any such content shared via the Website.
- 5.1.2. **Purchase Tours from us:**
The following terms apply to the purchase of any Tour from Classic Escapes:
- 5.1.2.1. **Conclusion of sale**
- 5.1.2.1.1. Users may place orders for any Booking or Tour with us, which Classic Escapes may accept or reject. Whether or not Classic Escapes accepts an order for a Booking/Tour depends on the availability of the Tour product, correctness of the information relating to the Tour product (including without limitation the price or availability) and receipt of payment or payment authorisation by Classic Escapes for the Tour products.
- 5.1.2.1.2. **NOTE: Classic Escapes will indicate the acceptance of your Tour order by delivering the relevant Tour vouchers to you, and only at that point will an agreement of sale between you and Classic Escapes come into effect (the "Sale"). This is regardless of any communication from Classic Escapes stating that your order or payment has been confirmed. Classic Escapes will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.**
- 5.1.2.1.3. Holding a Booking for longer than the regular 7 (seven day period, without completing the purchase cycle does not constitute a complete order for the Booking, and as such, Tours/Booking requests may be deleted by Classic Escapes if Tours are no longer available or the price thereof might change without notice to you. You cannot hold Classic Escapes liable if such Tour/Booking is not available or is not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.
- 5.1.2.1.4. **You acknowledge that the availability of all Tours on offer is limited and that pricing may change at any time without notice to you. Classic Escapes will take all reasonable efforts to monitor availability levels and ensure that when Tours are no longer available, that offers thereof are discontinued on the Website and/or from our advertisement. However, we cannot guarantee the availability of Tours at all times. When a Tour is no longer available after you have made a final Booking, Classic Escapes will notify you and you will be entitled to a full refund of any amount already paid by you for such Tour.**
- 5.1.2.1.5. Classic Escapes shall take all reasonable efforts to accurately reflect the description, availability, composition, dates, purchase price and other associated charges of our Tours on the Website and in our advertisements. **However, should there be any errors of whatsoever nature on the Website or in our advertisement (which are not due to our gross negligence nor fraud), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Cancellation and Refunds provision below.**
- 5.1.2.2. **Cancellations and Refunds**
- 5.1.2.2.1. Cancellation fees are levied when guests cancel confirmed Booking reservations, on the following basis:
- 5.1.2.2.1.1. Deposits are non-refundable, other than where Classic Escapes cancels your chosen Service.
- 5.1.2.2.1.2. If full payment of a Fee has been made, we are held liable to our suppliers' and providers' terms and conditions which will then dictate what we can refund to clients and what we cannot, which will be relayed to the client immediately upon Classic Escapes becoming aware of what same rates are. All clients must procure sufficient and comprehensive cancellation and curtailment insurance to cover any unforeseen circumstances such as flight delays, baggage loss or ill health, for which Classic Escapes will not be held liable.
- 5.1.2.2.2. Once a booked travel excursion/experience has commenced, refunds will not be made at all for tours, meals or other special activities that are missed by the client.
- 5.1.2.2.3. Should a Booking be cancelled as allowed above, the user will be refunded the amount as indicated in clause 5.1.2.2.1. above.
6. **ADDITIONAL AND PARTICULAR CONDITIONS APPLICABLE TO THE TYPES OF TOURS AVAILABLE FROM CLASSIC ESCAPES**
- 6.1. **Users explicitly agree and understand that Classic Escapes facilitates various types of tour services, many of which have elements of a particular risk or exposure to conditions which may be unique, requiring all users to understand the following ("Unique Conditions") about the travel and other Services and their unique characteristics:**
- 6.1.1. **Unscheduled Extensions**
- 6.1.1.1. Any request to amend or change a Booking once it has been confirmed may be accommodated subject to space availability. **In the unlikely event of there being unscheduled alterations to the itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of Classic Escapes, its agents or principals, it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc.) will be for the Client's account.** If you are a "no show," at the stipulated time of departure of any travel experience, without having given Classic Escapes any notice, Classic Escapes shall be entitled to treat your reservation as completely cancelled and the provisions of cancellations shall apply.
- 6.1.2. **Itinerary Variations & Transfers**
- 6.1.2.1. While every effort is made to keep to all published itineraries, Classic Escapes reserves the right to make changes for the Client's convenience, (E.g. in some cases, weather conditions can necessitate an alteration in the travel itinerary and this does not constitute any reason for a refund.)
- 6.1.3. **Travel Visas / Inoculations**
- 6.1.3.1. Please consult your medical practitioner for any necessary vaccinations, inoculations or medication prior to travel.
- 6.1.3.2. Much of Africa is considered malaria risk regions. Please consult your trusted medical advisor with regards to prophylactics. **Classic Escapes will not be liable nor refund you any Service Fee should you fail to have any requisite travel visa or inoculation prescribed.**

- 6.1.3.3. Travel visas and immunisation requirements vary from country to country and up-to-date information should be obtained from your local health department and consulate. The risk of not being able to commence or continue with a travel experience as a result of defects or deficiencies in visas or immunization, rests exclusively with the client.

6.1.4. **Passports and Travel documentation**

- 6.1.4.1. International visitors require a valid passport together with onward travel documents.
- 6.1.4.2. All passport holders should verify with their relevant consulate concerning visa entry requirements. Please ensure that you have all the necessary visas prior to departure (unless available on entry) as Classic Escapes cannot be held liable for any errors.
- 6.1.4.3. If you are extending your journey to multiple countries, please establish entry requirements for all of those countries.
- 6.1.4.4. In addition, parents travelling with minors understand and agree that certain countries may require that you provide additional documentation about your child/parentage, which you will adhere to when required.

6.1.5. **Flights and Airline Responsibility Clause**

- 6.1.5.1. Please note that in the event of flights being booked by Classic Escapes on behalf of the client, airlines require the full names of passengers as printed on their passports and will not accept changes once tickets are issued.
- 6.1.5.2. **Classic Escapes accepts no responsibility for incorrect passport numbers or incorrect spelling of full names.**
- 6.1.5.3. Please ensure accurate information is sent to your Classic Escapes consultant.
- 6.1.5.4. **Classic Escapes and its staff are not responsible for any airline schedule or airfare changes, cancellations, overbooking or damage or loss of baggage and property to the extent that such items are beyond its control. Any and all claims for any loss or injury suffered on any airline must be made directly with the airline involved and not Classic Escapes.**
- 6.1.5.5. **Air schedule changes may necessitate additional nights being added to your booked travel experience. Provided these schedule changes are beyond the control of Classic Escapes, any resulting additional costs must be borne by the client. Classic Escapes cannot be held liable for any delays or additional costs incurred as a result of airlines not running to schedule.**

6.1.6. **Replacement tour Guides**

- 6.1.6.1. If a private guide is unable to lead a pre-scheduled safari/tour due to illness or any factors beyond Classic Escape's control, Classic Escapes and its operators in Africa reserve the right to substitute him/her with another guide.

6.1.7. **Medical Information / Liability Release**

- 6.1.7.1. We try to cater for as many people as possible, where should you indeed require personalised travel requirements (for reasons relating to diet or disability or otherwise), please contact us and inform us of your needs as soon as possible to be able to assist you.
- 6.1.7.2. It is essential that persons with any medical problems and/or related dietary restrictions make them known to us well before departure.
- 6.1.7.3. The Client understands that their medical treatment and preparation is entirely their own risk and responsibility, including obtaining anti-malaria information/treatment.
- 6.1.7.4. Classic Escapes will not be responsible for the accuracy of any medical information. You should consult your doctor or pharmacist for up to date requirements and personal recommendations.

6.1.8. **Wild animals and unique risks**

- 6.1.8.1. Please be aware that our safaris and travel experiences may take you into close contact with wild animals which represents a particular risk to clients.
- 6.1.8.2. **Classic Escapes shall not be held responsible for any injury or incident on the safari or on a travel excursion of any kind, whether by virtue of wild animal attack or otherwise.**
- 6.1.8.3. Please note that the majority of the safari camps are not fenced and that wildlife do move freely in and around the camps. Always follow the safety instructions from the camp's staff with regards to moving to and from your tent and while on game activities throughout your safari.
- 6.1.8.4. Please be aware that during your participation in a travel experience, certain risks and dangers may arise, including, but not limited to, the hazards of traveling in wild or undeveloped areas, travel by boat, train, automobile, aircraft or other means conveyance, the forces of nature, political unrest, crime, accident or illness in remote regions without means of rapid evacuation or medical facilities. **Also be aware and clearly understand that Classic Escapes will not be responsible for the provision of medical care or the adequacy of any care that may be rendered.** It is understood that Classic Escapes will use reasonable endeavours to ensure that all adequate measures are taken to avoid such occurrences. **By completing a Booking form and/or use our Services, you are voluntarily participating in these activities with the knowledge of the dangers involved and hereby agree to accept any and all risks.**

6.1.9. **Not Included in Itinerary**

- 6.1.9.1. The following items are not included in any itinerary or cost structure, unless otherwise stated:
- 6.1.9.1.1. Insurance to cover for cancellation and curtailment, medical, baggage, money, and emergency evacuation;
 - 6.1.9.1.2. international arrival and departures flights;
 - 6.1.9.1.3. medical insurance/treatment/preparation costs;
 - 6.1.9.1.4. beverages at certain hotels and lodges;
 - 6.1.9.1.5. personal laundry at certain hotels and lodges;
 - 6.1.9.1.6. telephone calls, gratuities to guides and hotel and lodge staff;
 - 6.1.9.1.7. any excursion not related to a booked travel Service;
 - 6.1.9.1.8. petrol for self drive tours; and/or
 - 6.1.9.1.9. additional meals.

6.1.10. **Insurance**

- 6.1.10.1. Users must insure themselves against cancellation, medical expenses, personal accident, loss or damage to personal property, and loss or damage to luggage, for which Classic Escapes will not be held liable.

6.1.11. **Special Requests**

- 6.1.11.1. You must advise Classic Escapes in writing of any special requests (e.g. diet, facility or physical handicap) when you submit your Booking reservation request to Classic Escapes. Classic Escapes will meet such requests, if possible, where any additional costs for same special request may be for the client's account.

7. **PROCESSING AND PRIVACY OF PERSONAL INFORMATION**

- 7.1. Classic Escapes takes the processing of your personal information very seriously and does so in accordance with the European Union's *General Data Protection Regulation (Directive 2016/679)* as amended. Please see Classic Escapes' Privacy Policy regarding more details on how Classic Escapes uses and processes your personal information.
- 7.2. By furnishing Classic Escapes with your personal information, or by entering your personal information on the Website, you warrant that the person using the Services/Website is you and/or you have the legal authority to act on behalf of a corporate entity.
- 7.3. Do not provide us with any personal information which is not yours, or which you have no lawful right to provide on another entity's/person's behalf.

8. **USER RESPONSIBILITIES AND WARRANTIES**

- 8.1. By using the Website and/or the Services, you warrant that:
- 8.1.1. you have read and agreed to these Terms and the Unique Conditions and will use the Website and Services in accordance with them;

- 8.1.2. you understand and agree that Classic Escapes is not a regulated financial, advisory, educational, banking nor payments service provider and you take all responsibility for the decisions you make via the Services and/or Website;
 - 8.1.3. you have not made any misrepresentations and the information provided in a Booking process about you, your company/family and/or your status is true, accurate and complete in every aspect;
 - 8.1.4. you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;
 - 8.1.5. you lawfully possess and submit all information to the Website and/or Classic Escapes for the use of it or the Services;
 - 8.1.6. you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
 - 8.1.7. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
 - 8.1.8. you will not infringe the intellectual property or other rights of any third party or the Website or transmit content that the user does not own or does not have the right to publish or distribute;
 - 8.1.9. you will not use the Website platform for any commercial purpose other than as expressly provided for by Classic Escapes herein;
 - 8.1.10. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
 - 8.1.11. you will not facilitate or assist any third party to do any of the above.
- 8.2. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.
- 8.3. Without prejudice to any of Classic Escapes' other rights (whether at law or otherwise), Classic Escapes reserves the right to deny you access to the Website or the Services where Classic Escapes believes (in its reasonable discretion) that you are in breach of any of these Terms.**
- 8.4. **Classic Escapes does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**
- 9. KYC AND AML REQUIREMENTS**
- 9.1. A user's ability to make use of various parts of the Website or particular Services, may be regulated by applicable know-your-customer ("KYC") and/or anti-money laundering ("AML") laws and the respective rules and regulations.
 - 9.2. Classic Escapes may, at various times and depending on a range of factors in its sole discretion, including the amount of a transaction actioned and/or the exact nature of the user, require that a user submit certain information to Classic Escapes in order for the user to be verified as not infringing any of Classic Escapes' KYC and/or AML requirements and/or local or foreign laws. This information may include identity documents, passport documents and/or bank account information. Classic Escapes reserves the right to limit or terminate a user's access and use of the Services should the user fail to adhere to these requirements to the standard required by Classic Escapes. Classic Escapes also reserves the right to share this information with any legal authority when required under applicable laws.
 - 9.3. Classic Escapes may restrict user transactions that may violate laws or Classic Escapes' internal KYC or AML conditions herein and as updated from time to time.
 - 9.4. As a minimum and not exhaustive, the following rules are applied:
 - 9.4.1. Classic Escapes may request further information should Classic Escapes not be able to reach you as usually necessary and required;
 - 9.4.2. Classic Escapes may request further information should a client make a payment of a large amount of money to Classic Escapes (usually above ZAR 100,000.00 or more); and/or
 - 9.4.3. Classic Escapes may request further information should Classic Escapes receive funding from a source which is not pursuant to that source paying according to our mandated processes (such as not after receiving an invoice).
 - 9.5. Further, any USD amounts paid to and received by Classic Escapes in their USD bank account may also be subject to the application of foreign KYC and/or AML laws, such as the US' *Foreign Corrupt Practices Act* and/or UK's *Bribery Act*, which will require the user to provide further documentation relating to the user and their used USD/foreign currency funds to Classic Escapes. The user warrants that they shall provide all such further KYC and/or AML information to Classic Escapes as and when requested, failing which, the Services may no longer be made available to that user, and further reporting steps may be taken by Classic Escapes to the relevant KYC/AML authorities relating to such failure by the user.
- 10. RECEIPT AND TRANSMISSION OF DATA MESSAGES**
- 10.1. Data messages, including email messages, sent by you to Classic Escapes will be considered to be received only when acknowledged or responded to.
 - 10.2. Data messages sent by Classic Escapes to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
 - 10.3. Classic Escapes reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.
 - 10.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Classic Escapes is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from Classic Escapes to a user, between users or from a user to Classic Escapes.
- 11. HYPERLINKS, DEEP LINKS, FRAMING**
- 11.1. The Website may include links to other internet sites ("**the other sites**"). Classic Escapes does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
 - 11.2. Classic Escapes does not purport to own the content on other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to info@classic-escapes.com to request the removal of such content.
 - 11.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third-party operator of the other sites.
- 12. ADVERTISING AND SPONSORSHIP**
- 12.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.
 - 12.2. Classic Escapes, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.
- 13. INTELLECTUAL PROPERTY PROTECTION**
- 13.1. All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the

underlying software code and everything submitted by a user to the Website and Classic Escapes in use of the Services, ("the intellectual property") are owned (or co-owned or licenced, as the case may be) by Classic Escapes, its members, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

13.1.1. For clarity, all rights to any intellectual property provided by a user to the Website or Classic Escapes generally will remain with the user, but for which the user has provided Classic Escapes with a non-exclusive, non-transferable licence to use such user intellectual property as Classic Escapes deems fit on the Website and/or in advertising, for as long as the user remains registered on the Website.

13.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of Classic Escapes first being granted, which consent may be refused at the discretion of Classic Escapes. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, Classic Escapes and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

13.3. Classic Escapes reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website or to suspend or terminate the Website, at any time without notice; provided that any transactions or functions already concluded through the Website, will not be affected by such suspension or termination (as the case may be).

13.4. Where any of the Website intellectual property has been licensed to Classic Escapes or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

13.5. Subject to adherence to the Terms, Classic Escapes grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained in the Website on any machine which the user is the primary user. However, nothing contained on the Website or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of Classic Escapes.

13.6. Any enquiries regarding any of the above relating to intellectual property must be directed to Classic Escapes at info@classic-escapes.com.

14. DISCLAIMERS AND WARRANTIES

14.1. **The Website and Services, including any intellectual property appearing therein, are provided "as is" and "as available". Classic Escapes makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website, the Services, travel experiences or the information contained in/about it.**

14.2. All information or opinions of users made available on the Website in relation to any of the Services are those of the authors and not Classic Escapes. While Classic Escapes makes every reasonable effort to present such information accurately and reliably on the Website, Classic Escapes does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.

14.3. **Classic Escapes, its members, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom or from the Services offered, including the information about any particular travel experience/offering.**

14.4. **Classic Escapes, its members, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services and access to, or use of, the Website in any manner.**

14.5. Classic Escapes takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, Classic Escapes does not warrant or represent that your access to the Website will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. **The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.**

14.6. **Classic Escapes, its outfitters and/or suppliers of services act only as agents in regard to travel, whether by plane, car or motor coach, and shall incur no liability for injury, damage or loss, for any reason including but not limited to accident, delay, war, insurrection, revolt or other civil uprising, other military action, strikes or any Act of God occurring in either the country of origin, destination or through passage, or for any reason whatsoever, or through the acts or default of any company or persons engaged in conveying the passengers or in carrying out arrangements of a booked travel experience.**

14.7. **Classic Escapes shall not be liable or responsible for losses or additional expenses due to delay or changes in air schedules or other causes. All such losses or expenses will be the responsibility of the client.**

14.8. **Classic Escapes reserves the right to make minor adjustments to the itinerary and the right is reserved to cancel any travel experience/offering prior to departure.**

14.9. **Classic Escapes shall not be responsible for any loss or damage to luggage during a travel programme.**

14.10. **The content of Classic Escapes' brochures and other advertising material comprise advertising which changes from time to time and such advertising material does not comprise a representation or warranty as to the experience obtained on any advertised travel offering/experience.**

Classic Escapes may, at its discretion and without any liability or cost to itself, at any time cancel or terminate a passenger's reservation and in particular without limiting the generality of the foregoing it shall be entitled to do so in the event of the illness or the illegal, unlawful or incompatible behaviour of the passenger, who shall in such circumstances not be entitled to any refund.

14.11. **Users understand that by participating in a travel experience, they may be subject to dangers and hazards, which could result in illness, injury or death. Users also acknowledge that there are inherent dangers which may arise at any time during a travel experience. Users are specifically familiar with and accept the risk of these dangers and hazards inherent in partaking in any travel experience and are aware that medical services and facilities may not be available while participating in a travel experience. In order to partake in the enjoyment and excitement of a travel experience, users are willing to accept the risks and uncertainties involved as being an integral part of any travel experience.**

15. INDEMNITIES

15.1. **The user indemnifies and holds harmless Classic Escapes, its members, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Services and/or Website offered or concluded through the Website in any way.**

15.2. **The user agrees to indemnify, defend and hold Classic Escapes harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.**

15.3. **Users understand that Classic Escapes will contract with independent contractors on this trip, including transportation, travel services and guide services. Users understand and acknowledge that Classic Escapes has no control over and assumes no responsibility for the actions of any independent contractors, and that no independent contractor has authority to make commitments for, or on behalf, of Classic Escapes. As partial consideration for your participation in a travel experience and for Classic Escapes' undertakings, users agree that neither them, nor any of their heirs, dependents, personal or legal representatives, nor family members will bring suit against Classic Escapes, as a result of any acts or omissions by Classic Escapes or its independent contractors, involved in any travel experience. Users hereby release, indemnify and covenant not to sue Classic Escapes, or its directors, members, agents or employees for any and all claims of whatever kind arising from a user's participation in a travel experience, including, but not limited to, personal injury, illness,**

death, damage, or monetary loss, except for such claims arising out of the grossly negligent or fraudulent acts, omissions or misconduct of Classic Escapes, or its directors, members, agents and employees involved with a travel experience.

15.4. This clause will survive termination of this agreement.

16. **COMPANY INFORMATION**

- | | |
|---|--|
| 16.1. Site owner: | Classic Escapes CC |
| 16.2. Legal status: | Close Corporation |
| 16.3. Registration number: | 2007/044195/23 |
| 16.4. Director: | Caroline Bayly-Geldenhuys |
| 16.5. Description of main business: | Travel and consulting agent |
| 16.6. Telephone number: | +28 83 255 8227 |
| 16.7. Email address: | info@classic-escapes.com |
| 16.8. Website address: | www.classic-escapes.com |
| 16.9. Physical, Postal & Registered address: | 9 Highland Close, Devils Peak Estate, Vredehoek, Cape Town, South Africa, 8001 |
| 16.10. Membership of any association: | SATSA - #1845 |

17. **DISPUTE RESOLUTION AND GOVERNING LAW**

- 17.1. The user's access and/or use of the Services and/or Website, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.
- 17.2. Should any dispute, disagreement or claim arise between a user and Classic Escapes concerning the use of the Website or the Services, these parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 17.3. In the event of any dispute, default or disagreement (generically hereinafter referred to as "**dispute**") arising between the parties, whether during the continuance of this agreement or upon or after its termination, in respect of, or arising out of this agreement, including, but not limited to its implementation, validity, interpretation, termination, cancellation, or the rights or duties of any party thereunder, such dispute shall be resolved by way of arbitration in Cape Town, South Africa. Either party shall be entitled to refer such dispute to the Arbitration Foundation of Southern Africa ("**AFSA**") or AFSA's successor, for resolution by an arbitrator in accordance with and subject to the provisions of AFSA's expedited arbitration rules and the provisions of the *Arbitration Act 1965* or any statutory modification or re-enactment thereof for the time being in force, but subject always to the stipulations agreed to between the parties and recorded herein.

18. **TERMINATION OF USE OF WEBSITE OR SERVICES**

- 18.1. **IN ADDITION TO ITS OTHER RIGHTS HEREIN, CLASSIC ESCAPES RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR USE OF THE WEBSITE AND/OR SERVICES IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT CLASSIC ESCAPES GIVES REASONABLE NOTICE TO YOU.**

19. **FORCE MAJEURE**

- 19.1. If Classic Escapes and/or any of its Service operators are prevented from or hindered or delayed in performing any obligation under these Terms by reason of any circumstance beyond its reasonable control (including but not limited to, acts of god, drought, medical pandemics, governmental restraints, strikes, labour disputes (other than strikes or labour disputes by its own staff), war, extreme weather, electrical load-shedding, fire, flood, riot, sabotage and terrorism), it shall be excused performance to the extent affected by the circumstances concerned so long as it shall both give notice to any affected Client, if applicable, of those circumstances promptly after they first affected performance and use all reasonable commercial endeavours to remove or avoid their cause or effect.

20. **NOTICES AND SERVICE ADDRESS**

- 20.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
- 20.1.1. in the case of Classic Escapes, at 9 Highland Close, Devils Peak Estate, Cape Town; or
- 20.1.2. in the case of the user, at the e-mail and addresses provided by the user to Classic Escapes in the Booking confirmation process, or otherwise.
- 20.2. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 20.3. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

21. **GENERAL**

- 21.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.4 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 21.2. No indulgence, leniency or extension of time granted by Classic Escapes shall constitute a waiver of any of Classic Escapes' rights under these Terms and, accordingly, Classic Escapes shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 21.3. Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and *vice versa*.
- 21.4. The headings to the paragraphs in the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 21.5. The user's access and/or use of the Website and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 21.6. Should you have any complaints or queries, kindly address an email to Classic Escapes at Info@classic-escapes.com of same.
- 21.7. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Classic Escapes in relation to the payment failure or breach.
- 21.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 21.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 21.8.