

## General Terms and Conditions

The Black Sheep Agency (The Black Sheep Agency (PTY) LTD), registered in South Africa under the registration number 2020/831523/07

### Travel Insurance:

The Black Sheep Agency makes it compulsory that all participants to the program be covered by an appropriate travel insurance. Should you take out your own insurance, the client will provide The Black Sheep Agency with a copy of the insurance cover subscribed to including the emergency contact numbers as well as a full outline of the schedule of benefits. This insurance should include the following minimum requirements: emergency medical expenses and assistance service, medical repatriation and transportation, as well as burial, cremation or return of medical remains. The Black Sheep Agency recommends the client to consider extending the insurance to include additional benefits such as cancellation or curtailment, personal accident insurance, lost luggage, delays, etc.

### Cancellation:

1. **Global cancellation or re-scheduling:** in case of cancellation or re-scheduling of the whole program our terms and conditions is applicable. The cancellation and attrition policies of the suppliers and service providers are detailed hereafter (excluding all flights, always 100% cancellation fee after issuing):

<b>Time before departure date</b>	<b>Cancellation fees</b>
More than 45 days prior	30%
Between 44 and 30 days prior	60%
Less than 30 days	100%

Should a cancellation of the program occur, The Black Sheep Agency prides itself in negotiating the best cancellation fees with its service providers.

Please note that in case of absolute necessity such as civil war affecting the destination of travel, hotels and carriers are not entitled to claim cancellation penalties.

### Special COVID-19 conditions:

In case of pandemic and the government of the country of destination or the government of the guest's country of residence has closed its borders to international travelers, The Black Sheep Agency will postpone the trip without any fees.

If the client wishes to cancel, The Black Sheep Agency will do its best to negotiate the best cancellations fees with its service providers.

In the case of one of the guest contracts Covid-19 and is in incapacity of traveling;

- If the client wishes to postpone, The Black Sheep Agency will do its best to negotiate with the suppliers in order to avoid any penalty fees (case by case). An official positive test will have to be provided to The Black Sheep Agency.

- If the client wishes to cancel, general cancellations fees applicable. The Black Sheep Agency encourages its clients to refer to their travel insurance.

### Payment:

Payment for services shall be according to the schedule outlined below.

a. **A First deposit** which represent 30% of the total land arrangement +100% of the estimated air travel and charter arrangements is due upon signature of the present letter of agreement.

b. **A final deposit** including any/all content changes, less previous payment is due at the latest forty-five (45) days before departure. Depending on the suppliers used the final deposit could be due before 45 days prior to departure. Your consultant will advise you accordingly.

At all stages, the amount of deposits received must be sufficient to meet all supplier's cancellation policies.

### **Added on-site services :**

- a. In the case that the client will ask The Black Sheep Agency for added on-site services:

The Black Sheep Agency will require any such additional charges to be authorized in writing by the client during the trip as to avoid any possible queries. The added services will be charged directly onto your credit card or the client will settle all extra directly with the service providers (hotels, activities, transport, etc...).

The Black Sheep Agency and the client have agreed that for the consideration described herein, The Black Sheep Agency will provide and the client will purchase materials and services described in the attachments for the program/itinerary described or referred to therein on the following conditions:

1. **Services:** The Black Sheep Agency shall perform services listed. Services will be limited to those outlined, unless otherwise agreed to in writing.
2. **Validity:** Prices quoted are valid for one week.
3. **Prices:** Payment and consideration to The Black Sheep Agency for services described herein shall be in accordance with prices listed herein, subject to terms and conditions hereof:
  - a. Prices stated herein have been quoted by The Black Sheep Agency with respect to the itinerary described herein and shall not bind The Black Sheep Agency with respect to any other program.
  - b. Prices are subject to compliance with timelines outlined.
  - c. Prices have been based on the specified number of people and travel dates shown on this letter of agreement, and will be adjusted accordingly if the number of participants and/or dates change.
  - d. The quoted land prices for this program is based on negotiated tariffs and applicable taxes. In the event that these rates are revised by The Black Sheep Agency 's suppliers (transportation, carriers, hotels, guides, sightseeing contractors, etc.) or destination government prior to the operation of this program, The Black Sheep Agency will notify the client of any necessary price deviations.
  - e. The budget will be invoiced in Euros and payment should be received as such. The Black Sheep Agency's services are based on local currencies being the South African Rand (ZAR), the Euro (€) or the US Dollar (\$) applicable to the destination of travel or the type of services to be provided. The pricing is based on an average exchange rate including all fees and charges on the day of confirmation.
4. **Program revisions:** Requests for revisions to services, if accepted by The Black Sheep Agency, will be confirmed with applicable prices. Such revisions to services and applicable prices shall automatically amend the original confirmation for this program.
5. **Payment terms:**
  - a. Invoices are payable upon receipt or upon due date.
  - b. Amount over fifteen (15) days past due date will bear interest at the rate of fifteen percent (15%) per annum, or highest-rate permitted by South African law, whichever is less.
6. **Transportation:** Costs have been based on air fares currently in effect or, if specified herein, on air fares guaranteed with the appropriate additional payments. The Black Sheep Agency will route participants based on the client's specifications (designated gateways cities, origination and termination points, number or type of aircraft, etc.) or convenient cost-effective arrangements in line with accepted industry standards.
7. **Participant name list and information:** To assist The Black Sheep Agency in providing with convenient air routings via the class of service requested and allow The Black Sheep Agency to make timely mailing of pre-trip materials (when requested and at an extra charge to the client), it will be necessary for The Black Sheep Agency to receive complete name list including participants names and complete mailing address no later than 45 days prior to travel dates or before the dead line imputed by the company.
8. **South African Law:** The Courts of Cape Town in South Africa are the only ones competent for any litigation that could arise between the client and The Black Sheep Agency. This letter of agreement and its interpretation shall be subject to the laws of South Africa.
9. The Black Sheep Agency: acts as an agent or intermediary to arrange the means of transportation, lodging and other services as described. Tickets and other services are subject to the conditions specified by the carriers, hotels, and other suppliers. The Black Sheep Agency maintains no control over the personnel, equipment or operations of any carrier, airline, cruise line, hotel, tour company or other supplier. When issued, the passage contract in use by airlines, cruise lines and other carriers will constitute the sole contract between the carriers and the participants. The client will not hold or seek to hold The Black Sheep Agency liable for any cost, expense, loss, damages, or liability arising from claims the client based on liabilities not undertaken by The Black Sheep Agency under this agreement. The responsibility of any carrier to any person participating in the program is limited to the carrier's contractual and statutory liability as a common carrier.

The Black Sheep Agency assures no responsibility for and The Black Sheep Agency will not be liable for any financial loss, personal injury, property damage, other loss, accident, delay, inconvenience, or irregularity which the client or any participant may suffer by reason of any act, default, non-performance or wrongful, careless, negligent, or unauthorized act or omission of any supplier, any supplier's employee or any third party, or from any other services utilized, for any non-performance, delay, misconnection, or mechanical failure of any nature caused in whole or in part by any occurrence, condition or circumstance beyond The Black Sheep Agency's reasonable control, including, but not limited to, fire, casualty, national or local emergency, shortages, riot, strike, lockout, any other labor difficulty, storm or similar occurrence, or any law, order, regulation, action, or request of any government or any official or instrumentality of any government.

# **Privacy Policy**

We, The Black Sheep Agency, treat the protection of all of our travelers' privacy very seriously.

We are a specialist tour operator with a focus on quality, who has developed a business based on the trust built between us and our travelers. This trust is vital when arranging holidays for people to some of the most remote corners of the earth, but it's also very simply about understanding that we protect the privacy of anyone who books with us.

This policy explains the basis on which the personal data you provide us, or that we collect from you, will be processed by us. Please read the following carefully so you have a full understanding of how we will treat your personal data, and please ask if anything isn't clear.

## **What information do we collect from you?**

We may collect the following data:

- Information you provide us by filling the contact form on our website, such as your name, address, phone number, email address(es) and interests.
- Information we discuss over the phone relating to your holiday enquiry such as your name, address, phone number, email address(es) and interests.
- Information you provide us on the booking form when confirming a trip with us, or information you provide via email or phone conversations relating to your holiday with us. For details of all travelers, this may include full names, date of birth, nationality, dietary requirements, medical requests, insurance details and occasionally passport information when necessary.
- Records of financial transactions you carry out on our site such as deposit authorizations or balance payments.
- We may also ask you to complete feedback forms after your trip, which are voluntary.
- When you visit our website, we collect information about your visit using cookies. We do this to help us improve our website, to troubleshoot issues, and to better improve our service to you as we strive to give you a tailored and trouble-free website experience.

## **Why do we collect this information?**

We collect your details so that we can contact you to discuss your trip enquiry: to help give you advice, to plan and get the perfect holiday.

If you choose to book a trip through us, we need to collect further information from you – like your dietary requests – in order to fulfil our contract with you and confirm all the arrangements with the various suppliers.

We collect some information on your use of our website to help us to tailor what we offer to you, and to better understand how users use our website so that we can improve it in the future.

## **How will we use the information about you?**

We will use the information we have collected about you in the following ways:

To respond to an enquiry that you have made.

If you book a holiday with us, we will use the information about you to fulfil our contract with you and confirm your trip.

This may involve passing your details to various suppliers. This includes airlines, accommodation suppliers, transfer suppliers, car-hire suppliers, and suppliers for various excursions.

To provide you with information, products or services that you ask us to (such as providing you with a quotation or further information), or which we feel may be of interest to you. We'll only contact you by electronic means (email) with information which we think will interest you based upon your previous holidays with us / enquiries.

In very exceptional circumstances The Black Sheep Agency may be required to cooperate with legal authorities. We may be required to disclose personally identifiable information in response to requests from law enforcement authorities. We would, of course, only provide the information required.

We will not pass your data to any third-party companies.

## **Cookies**

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

### **Changes To This Privacy Policy**

This Privacy Policy is effective as of June 21st 2021 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

### **Contact Us**

If you have any questions about this Privacy Policy, please contact us.