



# TERMS AND CONDITIONS POLICY: KASI DRIVE AND TOURS (PTY) LTD

**Effective Date:** 01 January 2026

**Last Updated:** 19 May 2026

---

## 1. PREAMBLE AND LEGAL BINDING NATURE

This Agreement is a legally binding contract between **Kasi Drive and Tours (Pty) Ltd** (Registration Number: Pending, hereinafter referred to as “the Agency”, “we”, “us”, or “our”) and the **User** (hereinafter referred to as “the Client”, “you”, or “your”). This Agreement governs your access to and use of the website ([kasidriveandtours.co.za](http://kasidriveandtours.co.za)), the Spaces on Wix mobile application, and all offline travel management, advisory, and reservation services offered by the Agency.

By making a booking, accessing our platforms, or utilizing our services, you acknowledge that you have read, understood, and unconditionally agree to be bound by these Terms. If you are acting on behalf of a corporate entity or group, you warrant that you possess the requisite legal authority to bind such entity or group to this Agreement.

---

## 2. THE NATURE OF SERVICES AND ROLE OF THE AGENCY

- **Intermediary Capacity:** Kasi Drive and Tours (Pty) Ltd operates strictly as a travel and booking agent on behalf of third-party principal suppliers , including but not limited to airlines, hotels, tour operators, cruise lines, transport providers, and affiliate platforms (e.g., Agoda, Travelstart, Booking.com).
- **No Principle Liability:** The Client acknowledges that the Agency facilitates bookings but does not own, manage, or operate the final travel infrastructure. The Agency is not liable for any acts, omissions, errors, schedule changes, bankruptcies, or service failures perpetrated by any third-party supplier.
- **Service Platform:** Services are delivered via our digital self-service portals, our Wix platform integrations , and customized offline consultation or advisory mechanisms.

---

## 3. USER ACCOUNTS, ELIGIBILITY, AND PROHIBITED CONDUCT

- **Age and Authority:** You must be at least 18 years of age to establish an account or process a booking. You represent that all details provided to us are accurate, current, and true.
- **Account Security:** Users bear sole responsibility for maintaining the confidentiality of their digital accounts and credentials. The Agency must be notified immediately of any unauthorized breach of account security.
- **Prohibited Activity:** Users are strictly prohibited from utilizing our platforms or services for unlawful acts, intellectual property infringement, distribution of malicious code, data scraping, or discriminatory harassment of any kind. The Agency reserves the right to terminate accounts, block IP addresses, and revoke system access immediately upon breach.

---

## 4. BOOKING CONTRACTS, QUOTATIONS, AND PRICING

- **Conditional Confirmation:** A booking is not legally confirmed or guaranteed until the Agency issues a formal "Confirmation of Booking" via email and the required funds reflect in our bank account.
- **"On-Request" Bookings:** Any arrangements marked as "on-request" (such as early airline seat allocations or specialized lodge packages) are subject to change and rate variations until confirmed by the ultimate service provider.
- **Quotations and Exchange Rates:** All price quotes are subject to live availability and fluctuating foreign Exchange Rates (ROE) at the time of booking. A quotation is deemed accepted when the client proceeds with payment or executes a written/telephonic confirmation.
- **Price Adjustments:** Once paid in full, the booking price is guaranteed, excluding statutory increases (such as VAT adjustments) or provider fuel surcharges. Refusal to pay mandatory supplier surcharges may result in automated cancellation and forfeiture of deposits.

---

## 5. FINANCIAL TERMS AND SERVICE CHARGES

- **No-Credit Policy:** Kasi Drive and Tours (Pty) Ltd is a strictly non-credit-bearing entity. All payments must be settled upfront via Visa, Mastercard, Electronic Funds Transfer (EFT), or direct bank cash deposit. Foreign credit cards, American Express (Amex), and Diners Club cards are explicitly excluded.
- **Cleared Funds Deadline:** Payments must clear in our bank account by midnight South African Time (SAST) on the day of the booking initiation. If payment fails to clear, the booking will automatically cancel. Late clearances may necessitate a revised quote at a higher tariff, for which the Client is entirely liable.
- **Currency and Conversion Fees:** All payments are processed in South African Rand (ZAR). The Agency is not liable for currency conversion levies, cross-border transactional charges, or treasury exchange margins imposed by your merchant bank.
- **Final Settlement:** Balance payments must reflect no later than six (6) weeks prior to departure, or as explicitly dictated by the specific booking confirmation. Late payments will attract an interest charge of 5% above the prime lending rate of our commercial bank and may trigger immediate cancellation.
- **Agency Service Fees:** Service Charges (including booking, ticketing, administration, amendment, documentation, and consultation fees) are charged to cover operational

overheads and are built transparently into the price presented prior to check-out. All professional service charges are 100% non-refundable upon cancellation for any reason whatsoever.

---

## 6. CANCELLATIONS, AMENDMENTS, AND DEPOSITS

- **Non-Refundable Deposits:** Standard booking deposits are strictly non-refundable and are subject to the penalty parameters of our principal suppliers.
- **The "Booking Person" Principle:** The individual who initiates the reservation is legally deemed the "Booking Person". This individual assumes total financial liability for the complete group booking cost, fees, and penalties. Only the registered Booking Person is authorized to request modifications or cancellations in writing.
- **Written Amendments:** No variance, amendment, or cancellation of a reservation is legally valid unless captured in writing and signed by both the Client and an authorized representative of the Agency.
- **Standard Cancellation Fee Schedule:** Where bookings permit voluntary cancellation, the fees are calculated as a percentage of the total reservation cost based on when the written notice is received:

Number of Days Prior to Departure	Cancellation Fee Percentage
0 – 13 Days	100% Forfeiture
14 – 29 Days	50% Forfeiture

30+ Days	0% Penalty (Excludes non-refundable deposits/supplier fees)
----------	---

- **Modification and Downgrading Fees:** Postponing a trip and subsequently cancelling it triggers penalties based on whichever date calculation incurs the higher financial charge. Downgrading a reservation will result in a percentage penalty calculated against the cost differential. Moving a booking to an earlier date incurs no fee, provided the total package cost does not decrease and the change is done outside the 30-day window.
- **The "Stokvel Clause" (Group Size Fluctuations):** Where pricing is structurally dependent on a minimum group threshold (e.g., 10 adults), any drop in numbers due to individual cancellations gives the Agency the explicit right to re-cost the entire package for the remaining travelers or allocate the cancellation fees to cover fixed logistics overheads.
- **Group Member Replacement Substitution:** If an individual group member cancels but successfully provides a substitute adult passenger, the Agency will waive the standard cancellation penalty and levy only a standard administration/name change fee (minimum R350), subject to airline/hotel approval.
- **CPA Exceptional Circumstances (Section 47):** In strict accordance with the South African Consumer Protection Act, no cancellation penalty will be applied if a consumer is unable to honor a booking due to the **death or hospitalization** of the person for whom the booking was made. To enforce this clause, valid 2026 medical certification, hospital admission records, or an official death certificate must be submitted to our compliance desk.

---

## 7. DOMESTIC TRAVEL COMPLIANCE AND DOCUMENTATION

- **Identity Documentation:** It is the absolute legal responsibility of all domestic travelers within South Africa to present a valid South African Identity Book/Card, Smart ID, Driver's License, or valid International Passport at check-in.
- **Minors and Unaccompanied Children:** In compliance with the regulations of the Department of Home Affairs, infants and children under the age of 18 must travel with an Unabridged Birth Certificate (or an ID Book if 16 years or older). Where a minor travels with only one parent or a third party, a fully authenticated Home Affairs Parental Consent Affidavit must be presented. Failure to produce these documents results in an immediate airline/supplier boarding denial, for which the Agency assumes zero liability.

- **Travel Reconfirmation:** All onward, domestic connecting, and return travel arrangements must be manually reconfirmed by the Client directly with the supplier or the Agency at least 72 hours prior to flight or tour departure.

---

## 8. FLIGHT VOUCHERS AND PEAK SEASON LEADS

- **Lead-Time Deadlines:** To secure guaranteed contractual rates, clients must adhere to the following strict booking windows:

Season Type	Approximate Dates	Accommodation Notice	Flight / Vehicle Notice
<b>Peak Season</b>	10 Dec – 10 Jan / Easter Weekend	120 Days (4 Months)	90 Days (3 Months)
<b>Shoulder Season</b>	School Holidays / Long Weekends	60 Days (2 Months)	45 Days
<b>Off-Peak</b>	All other standard calendar dates	21 Days	14 Days

- **Flight Voucher Specifics:** Standard flight allocations or vouchers cover "Economy Class" travel inclusive of one (1) standard checked bag restriction (maximum 20kg). Cabin or seat upgrades are subject to live airline availability and must be settled by the Client at prevailing commercial rates.
- **Flight Ticket Lockout:** Once an airline ticket is officially issued (typically 30 days prior to departure), name modifications are completely blocked by the carriers. Voluntary

cancellation at this phase results in the total forfeiture of that specific transport allocation for the year.

---

## 9. VEHICLE USAGE AND TRANSPORTATION RULES

- **Licensing Parameters:** Any driver operating a vehicle provided via our car hire packages or transport divisions must possess a valid, unendorsed South African Driver's License held continuously for a minimum period of three (3) years.
- **Territorial Restrictions:** Vehicles are strictly legally provisioned for use within the nine (9) provinces of the Republic of South Africa. Crossing international borders into neighboring territories (including but not limited to Namibia, Botswana, Lesotho, Swaziland, or Mozambique) is strictly prohibited. Cross-border travel is not covered by our packages or insurance structures. Authorized exceptions require a formal Cross-Border Permit (subject to a minimum R1,500 administration fee and 14 days' written notice).
- **Fuel Policy:** Operating on a "Fair Tank Policy". Where specifically built into a tailored package structure, the Agency may provision a single first full tank of fuel once per calendar year. All subsequent fuel costs remain for the client's direct account.
- **Traffic Infringements and E-Tolls:** The Client is 100% legally and financially liable for all e-toll charges incurred across the Republic (specifically Gauteng toll routes) and all traffic fines or statutory infringements recorded during the rental or usage period. These costs will be billed directly to the traveler's ledger alongside a compulsory R250 administrative processing fee per infringement.

---

## 10. HEALTH RISKS, INSURABLE TRANSITS, AND UNSCHEDULED EXTENSIONS

- **Assumption of Health Risks:** The Client knowingly accepts all personal responsibility and health hazards associated with domestic or international travel, including epidemic or pandemic exposure. The Agency is an intermediary and cannot guarantee safety, clinical sanitization, or absolute immunity from health conditions at third-party destinations.
- **Release of Liability:** The Client hereby fully releases and discharges Kasi Drive and Tours (Pty) Ltd and its affiliates from any liability, financial claims, damages, clinical illness, or death arising from travel health hazards.
- **Travel Insurance Mandate:** The Agency strongly advises all travelers to purchase

comprehensive third-party Travel Insurance containing explicit "Trip Cancellation" and medical emergency cover. Most standard policies exclude pandemic or epidemic restrictions. The Agency assumes zero responsibility for a client's choice to travel uninsured or for any subsequent claims denied by a licensed financial services provider.

- **Unscheduled Itinerary Extensions:** If a travel itinerary is unexpectedly extended due to external events, flight cancellations, mechanical breakdowns, labor strikes, or adverse weather conditions, all auxiliary costs (including extra hotel nights, meals, and emergency transfers) remain the exclusive financial responsibility of the Client . No refunds will be approved for variations dictated by weather or force majeure events.
- **Voluntary Breakaways:** Any spontaneous or voluntary breakaway from a structured package itinerary is executed entirely at the Client's personal risk and financial account.

---

## 11. PROTECTION OF PERSONAL INFORMATION ACT (POPIA) COMPLIANCE

In strict compliance with the Protection of Personal Information Act (POPIA), Act 4 of 2013:

- **Consent to Process:** By entering this agreement, you grant the Agency express authorization to collect, store, and process your Personal Information (including names, ID numbers, contact details, travel preferences, and financial indicators) for the sole purpose of delivering requested travel services.
- **Lawful Processing & Sharing:** Information will be used to process invoices, generate statements, submit legally compliant files to transport authorities, and issue third-party provider bookings. We may share your secure details with internal employees and verified Third-Party Operators who assist in delivering your holiday or transport logistics.
- **Security Measures:** The Agency undertakes to deploy industry-standard technical and organizational security controls to protect data from unauthorized access, breach, or leak. Data backups are securely executed and maintained on dedicated, encrypted database servers. Fuller disclosures are outlined in our digital Privacy Policy available on our main URL.

---

## 12. DIGITAL BLOGS AND SOCIAL ONLINE COMMUNITIES

- **Public Profiles:** Our digital assets, built on the Wix framework, feature community forums and travel blogs. Users who voluntarily join these interactive portals acknowledge that their profile, comments, shared media, and activity updates become publicly visible to all site visitors.
- **Opt-Out Right:** Users maintain the right to exit the community or blog space at any point. Upon termination, your profile is hidden from the public feed, but you will consequently forfeit interactive platform privileges (such as liking, posting, or commenting).

---

## 13. INTELLECTUAL PROPERTY RIGHTS

All systems, underlying source code, graphic designs, marketing layouts, trade secrets, copy, brand formulations, and the corporate logo of **Kasi Drive and Tours (Pty) Ltd** are the exclusive, protected property of the Agency under national and international intellectual property frameworks. Your engagement with our services grants no explicit or implied license to copy, duplicate, redistribute, or reverse-engineer our branded assets. Third-party trademarks (such as Wix, Agoda, or airline identifiers) remain the property of their respective owners.

---

## 14. CONSUMER PROTECTION ACT (CPA) LIMITATION OF LIABILITY

- **Legal Maximum Recovery:** To the maximum extent permitted under Section 48 of the Consumer Protection Act (CPA), the collective aggregate financial liability of Kasi Drive and Tours (Pty) Ltd, its directors, employees, and suppliers for any proven direct loss, negligence, or contractual breach shall be strictly capped at a value equivalent to the total cash amount actually paid by the Client to the Agency for the specific booking giving rise to the dispute.
  - **Exclusion of Consequential Loss:** Under no circumstances shall the Agency be held liable to any person or corporate client for indirect, incidental, punitive, or consequential damages, including but not limited to lost business profits, revenue losses, psychological distress, or business interruption expenses.
-

## 15. INDEMNIFICATION CLAUSE

The Client hereby agrees to defend, indemnify, and hold completely harmless Kasi Drive and Tours (Pty) Ltd, its directors, officers, agents, and staff from and against any third-party claims, lawsuits, liabilities, financial losses, costs, or legal fees (including attorney-and-client fees) stemming directly from your uploaded data, misuse of our digital networks, willful misconduct, or your breach of any statutory rule or clause in this Agreement.

---

## 16. SEVERABILITY AND ENTIRETY

If any specific clause, sub-section, or numerical provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction or statutory tribunal, such invalidity shall apply strictly to that micro-provision. The remaining portions of this terms policy shall stay fully functional, intact, and legally binding upon the parties. This document represents the entire operational agreement between the parties, superseding any prior verbal or informal marketing claims.

---

## 17. GOVERNING LAW AND DISPUTE RESOLUTION

- **Jurisdiction:** This Agreement, its structural interpretation, performance frameworks, and all legal claims or disputes connected to it shall be governed exclusively by the substantive laws of the Republic of South Africa.
- **Forum Selection:** The Client explicitly consents to the territorial jurisdiction of the courts located within South Africa for the resolution of any legal actions.
- **Magistrates' Court Consent:** In accordance with Section 28 of the Magistrates' Courts Act, No. 32 of 1944, the parties hereby consent to institute any legal proceedings arising from this contract within any South African Magistrates' Court having local jurisdiction, notwithstanding that the financial value of the dispute may technically exceed the ordinary monetary limitations of such court.

---

## 18. CUSTOMER SERVICE AND COMPLIANCE DESK

For any formal legal inquiries, clarity requests, booking disputes, or POPIA access requests,

please communicate directly via our verified compliance infrastructure:

- **Email:** [support@kasidriveandtours.co.za](mailto:support@kasidriveandtours.co.za)
- **Website Portal:** [www.kasidriveandtours.co.za](http://www.kasidriveandtours.co.za)

---

Note: These Terms must be read directly in conjunction with the specific operational framework documentation for **The Explorer's Circle (Travel Club)** and our general **Travel with Us** guidelines. The Agency reserves the right to remove offers or update these policies to maintain regulatory alignment with the National Consumer Commission (NCC).