



Kasi Drive & Tours

travel with us....

KASI DRIVE & TOURS TRAVEL CLUB

GENERAL TERMS AND CONDITIONS & MEMBERSHIP AGREEMENT

1. THE AGREEMENT

1.1 By utilizing the Services, making a Booking, or executing the Signed Membership Agreement, you confirm that you have read, understood, and agreed to be legally bound by:

- These General Terms and Conditions;
- Specific Product Terms imposed by third-party Travel Service Providers;
- The KDT Travel Club Privacy Statement; and
- The Signed Membership Agreement.

1.2 References to **"us"**, **"we"**, and/or **"our"** refer to **Kasi Drive & Tours (Pty) Ltd** (Registration Number provided in the signed agreement) and the **KDT Travel Club**. References to **"you"** or **"member"** refer to the registered club member or the Booking Person.

2. CLUB MEMBERSHIP TERMS & FINANCIAL ADMINISTRATION

2.1 Validity & Discretion: Membership approval and ongoing validity remain at the reasonable discretion of the Club, subject to compliance with these rules.

2.2 Management of Club Funds: Kasi Drive & Tours administers all accumulated membership funds solely to secure, book, and facilitate the travel allocations designated under the member's selected plan. The Club's agency commission is capped at **10% per booking**, which may be adjusted annually upon 30 days' written notice to members.

2.3 Payment Terms & Default: * Membership fees must be paid within the agreed timeframes.

- A **7-day grace period** is permitted for delayed payments. Late payments remaining unpaid after the grace period may incur a reasonable administrative fine.
- Continued non-payment beyond the grace period will result in the suspension or termination of the membership plan. The Club reserves the right to refuse or cancel membership for persistent default, lack of funds, or reversed payments.

2.4 Duration & Scope: This membership is valid for a maximum period of **24 months**. Membership benefits are limited to the specific allocations available per selected plan. Plans are valid for a maximum of **2 trips** (or **1 trip** for Group plans of 10+ people), subject to the availability of accumulated funds and restricted to the Club's scheduled events, trips, or tours.

2.5 Rule Changes: The Club reserves the right to amend these operational rules. Material amendments affecting membership benefits or fees will be communicated to members in writing **30 days prior** to taking effect.

3. BOOKING LEAD-TIMES, DEADLINES & SURCHARGES

3.1 To guarantee standard Club Rates, members must adhere to the following minimum notice periods:

Season Type	Approximate Dates	Accommodation Notice	Flight / Vehicle Notice
Peak Season	10 Dec – 10 Jan / Easter Weekend	120 Days (4 Months)	90 Days (3 Months)

Shoulder Season	School Holidays / Long Weekends	60 Days (2 Months)	45 Days
Off-Peak Season	All other dates	21 Days	14 Days

3.2 **Late Booking Clause:** Any booking requested outside of these designated windows is subject to a **Market Rate Surcharge**. While the Club will make reasonable endeavors to facilitate late bookings, the member shall be liable to pay the direct difference between the stable Club Rate and the live, current market rate ("Top-up").

4. TRANSPORT & VEHICLE USAGE RULES

4.1 **Driver Licensing:** All drivers of Club-provided vehicles must possess a valid South African Driver's License held continuously for a minimum of **3 years**.

4.2 **Geographical Restrictions & Cross-Border Travel:** * Vehicles are primarily allocated for use within the **nine (9) provinces of South Africa**.

- Crossing national borders into neighboring countries (including but not limited to Namibia, Botswana, or Lesotho) is prohibited unless the member obtains a formal Cross-Border Permit from the Club.
- Requesting a Cross-Border Permit requires at least **14 days' written notice** and is subject to a **R1,500 administrative fee**. Standard membership plans do not natively cover cross-border travel costs. 4.3 **Fuel & Ancillary Costs:** * **Fair Tank Policy:** The Club provides the first full tank of fuel for the designated vehicle once per calendar year. All subsequent refueling is for the member's account.
- **Tolls & Infringements:** The member is **100% liable** for all e-tolls, national road tolls, and traffic fines incurred during the vehicle usage period. These will be debited from the member's Travel Wallet, alongside a **R250 administrative processing fee** per traffic infringement or toll dispute.

5. CANCELLATION, TERMINATION & "REASONABLE PENALTY" FRAMEWORK

A. Membership Termination (Cancellation of the 24-Month Contract)

- Members may terminate their overall Club Membership at any time by providing **30 days' advance written notice** to the Club's management office.
- Upon termination, the member is entitled to a **refund of the net capital amount invested**, provided that no active trip bookings or reservations are currently in place.
- To offset the costs of setting up, managing, and closing the account, the Club will retain the initial un-allocated administrative booking deposit as a reasonable contractual cancellation fee.

B. Trip & Reservation Cancellation (Standard CPA Cancellation Fee Schedule)

If a member cancels a specific, confirmed trip or holiday package, the Club will apply a reasonable cancellation charge calculated on the client's total reservation cost to recoup actual expenses and lost capacity:

Notice Period Provided by Member	Cancellation Charge / Forfeiture Percentage	Refund Owed to Member
30+ Days' Notice	0% Forfeiture	100% Refund of points/trip credit to Travel Wallet
14 to 29 Days' Notice	50% Forfeiture	50% Refund of points/trip credit to Travel Wallet
0 to 13 Days' Notice	100% Forfeiture	0% Refund (Full loss of accommodation & transport credit)

- **The Emergency Swap:** To mitigate cancellation charges, a member may "gift" their booked trip to a verified friend or family member once per calendar year, provided at least **7 days' advance written notice** is given to the Club. Due to third-party airline restrictions, this swap **excludes flights** and applies strictly to accommodation and land transport.
- **Flight Voucher Adjustments:** Flight bookings cover standard Economy Class (inclusive of one 20kg checked bag). Once a flight ticket is issued (typically 30 days prior to departure), name changes are strictly prohibited by airlines; cancellation of a flight booking results in the complete forfeiture of that trip's transport allocation.

6. MANDATORY CONSUMER RISK DISCLOSURES & LIABILITY WAIVERS

CRITICAL NOTICE TO CONSUMERS (CPA SECTION 49 COMPLIANCE)

BY SIGNING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE AND ACCEPT THE FOLLOWING LIMITATIONS OF LIABILITY, SPECIFIC ASSUMPTIONS OF RISK, AND INDEMNITY OBLIGATIONS. READ THESE PROVISIONS CAREFULLY BEFORE PROCEEDING.

6.1 INTERMEDIARY STATUS AND AGENT LIMITATIONS

Kasi Drive & Tours acts strictly as a booking agent and intermediary on behalf of third-party Travel Service Providers (including airlines, hotels, vehicle rental companies, and tour operators). Consequently, our contractual obligation is strictly limited to facilitating the arrangement of travel contracts between you and the respective Travel Service Provider.

We do not possess direct control or operational oversight over the facilities, personnel, aircraft, vehicles, or service standards of these independent third-party providers. Therefore, Kasi Drive & Tours shall not be held liable to the member or any accompanying traveler for any service dissatisfaction, loss of enjoyment, personal injury, illness, death, accidental property damage, delays, or irregularities occasioned by the acts, omissions, defaults, or negligence of third-party Travel Service Providers or their representatives. Your direct legal recourse and remedies for such occurrences lie solely against the specific service provider at fault, and not with us.

6.2 ABSOLUTE LIMITATION OF QUANTIFIABLE LIABILITY

In the event that Kasi Drive & Tours is found legally liable for a breach of contract or actionable error, our maximum aggregate liability to you for any proven direct losses or damages shall be strictly limited to a refund of the total payments actually received by us from you under the specific disputed booking.

Under no circumstances shall Kasi Drive & Tours be liable for any indirect, special, incidental, consequential, or punitive damages. This includes, without limitation, claims for loss of business profits, lost revenue, anticipated savings, loss of goodwill, or personal incidental expenses, regardless of whether we were advised of the possibility of such damages occurring. We explicitly do not contract out of, or exclude liability for, instances of gross negligence, willful misconduct, or intentional wrongdoing attributable directly to Kasi Drive & Tours or its direct employees.

6.3 FORCE MAJEURE & UNFORESEEABLE EVENTS

Kasi Drive & Tours retains the necessary operational discretion to cancel, alter, or postpone any confirmed booking in the event of a Force Majeure occurrence. A Force Majeure Event includes, but is not limited to: acts of God, extreme weather conditions, floods, fires, earthquakes, strikes, industrial labor actions, civil disobedience, riots, acts of terrorism, war, public power outages, government-mandated travel restrictions, or official health advisories issued by the South African Government or the World Health Organization.

Where a booking must be canceled due to Force Majeure, refunds or rebookings are governed entirely by the underlying terms of the Travel Service Providers. If a provider permits a refund or rebooking, Kasi Drive & Tours reserves the right to charge a reasonable administrative processing fee of R1,000 per component of the booking to offset documented overhead and transaction costs incurred.

7. PROTECTION OF PERSONAL INFORMATION (POPIA COMPLIANCE)

7.1 Data Collection & Purpose: We are committed to safeguarding your personal data. All personal information collected under this agreement is processed strictly in accordance with the **Protection of Personal Information Act (POPIA), No. 4 of 2013** and our formal Privacy Policy.

Data is utilized solely to administer your membership, manage your Travel Wallet, and secure bookings.

7.2 Third-Party Disclosures: You acknowledge that to finalize travel, accommodation, or flight vouchers, the Club must transmit necessary personal data (such as names, identification numbers, and contact details) to the selected Travel Service Providers.

7.3 Processing Special Personal Information: If you submit special personal information (such as medical conditions requiring disabled access, or religious/philosophical dietary requirements) during the booking process, you must explicitly authorize this transfer by checking the dedicated consent box on the booking form. The Club will process this data strictly for the fulfillment of your specific travel request.

7.4 Points Processing Window: Clubpoints transactions, validations, and administrative point deductions will be processed within a reasonable period, not exceeding 180 business days from the booking validation date.

8. GENERAL LEGAL PROVISIONS

8.1 Governing Law & Jurisdiction: This Agreement, its interpretation, and all disputes arising from it are governed exclusively by the laws of the **Republic of South Africa**. Both parties hereby submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa.

8.2 Entire Agreement: This document, together with the signed membership application and active product schedules, constitutes the entire agreement between Kasi Drive & Tours and the member. No external representations, oral promises, or undocumented terms shall be binding.

8.3 Severability: If any individual provision, clause, or sub-clause of this Agreement is found by a competent court to be invalid, illegal, or unenforceable under South African law, such provision shall be severed, and the remaining terms of the Agreement shall continue in full force and effect.

8.4 Contact Information: For any official contract inquiries, formal complaints, or disputes, members are encouraged to reach out to the Club management directly at:
travelclub@kasidriveandtours.co.za.