



Terms and Conditions Policy

Our website is owned and operated by Wix.com and Kasi Drive and Tours (Pty) Ltd. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors travel agency services. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

These terms and conditions (“Agreement”) set forth the general terms and conditions of your use of the kasidriveandtours.co.za website (“Website”), “Spaces on Wix app” mobile application (“Mobile Application”) and any of their related products and services (collectively, “Services”). This Agreement is legally binding between you (“User”, “you” or “your”) and Kasi Drive and Tours (Pty) Ltd (“Kasi Drive and Tours (Pty) Ltd”, “we”, “us” or “our”).

If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms “User”, “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Services.

By accessing and using the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and Kasi Drive and Tours (Pty) Ltd, even though it is electronic and is not physically signed by you, and it governs your use of the Services.

By choosing to travel with us, you acknowledge the Health risks, pandemic risks and other health hazards and assume full personal responsibility for informing yourself about current travel restrictions and recommendations. The Agency is not liable for any sickness, cancellations, delays, or other issues you may experience, as they cannot guarantee safety from such conditions.

While the Agency will provide the latest travel information available at the time of your booking, this information is from third parties and is subject to change without notice. The Agency and its staff are not responsible for any issues with travel suppliers, such as changes to schedules or failure to provide refunds or services.

You should be aware that most travel insurance policies do not cover epidemics or pandemics, especially when travel warnings are in effect. The Agency is not responsible for your choice not to purchase insurance or for any denied claims related to a pandemic

You knowingly accept all risks associated with traveling during the pandemic. By doing so, you release the Agency and its affiliates from any liability for financial loss, illness, death, or any other damages arising from these risks.

Cancellation fees, which can vary by supplier and are not determined by travel bans or government restrictions, will be applied if you cancel your booking. These fees also account for the travel agent's work and lost income. All professional fees paid to the travel agent are non-refundable, so it is important to review the cancellation policy specific to your reservation.

- **Nature of the services rendered by Kasi Drive and Tours (Pty) Ltd**

We offer the travel agency services offline, with our primary focus on the travel and accommodation industries ('the Services') pursuant to which the general public, or rather 'Kasi people' shall be able to book set certain travel, accommodation and/or other service criteria, request quotations and confirm bookings and make reservations relating to travel, accommodation and/or other service requirements. We also offer advisory or consultancy services when you choose to speak to one of our team members.

- **Who can use our website; what are the requirements to create an account**

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

- **Domestic Travel Within South Africa**

It is mandatory that all domestic Travellers have proof of their identity such as a South African ID Book, Driver's license or passport. Infants and Children under the age of 18 and must travel with their birth certificate or ID book (if 16yrs or older) For all applicable details on these regulations please refer to the Department of Home Affairs official communication by clicking on and reading this document: Home Affairs Immigration

Procedures Detailed.pdf Please click here to access the Home Affairs Parental Consent Affidavit for parents not travelling with their children

• Booking Terms offered to our customers.

Please be informed that Kasi Drive and Tours is acting as an Travel or booking agent and we are acting on behalf of our principals and affiliate partners and are not responsible for acts of error or omission made by them or their agents. We serve as an agent to a number of 3rd party suppliers inter alia; tour operators, airlines, cruise companies, car hire and touring firms, hotels and other providers of tours, transport, sea or land arrangements and other travel-related services.

Booking Payment , Booking Cancellations and Changes

A Service Booking is not confirmed until we issue a confirmation of Booking. Some travel and accommodation arrangements are only available on an 'on request' basis and we can't confirm these until we receive confirmation from our Travel Service Providers. Any arrangements that are provisionally booked "on request" are not confirmed or guaranteed and are subject to change (including price) until we receive confirmation from our Travel Service Providers.

This particularly applies when Booking holidays with flights on a scheduled airline a long time before departure, when seats have not yet been loaded onto reservations systems by the airline. It also applies to Bookings attempted online which are not immediately confirmed by us by email confirmation.

The person who instructs us to make the Booking, who completes the Booking online or by telephone is the "Booking Person". He or she must be 18 years of age or over at the time of Booking. The Booking Person is the person who is entering into the contract with us. By making a Booking, the Booking Person is agreeing to these terms and conditions on his or her own behalf and any other persons travelling on the Booking..

The Booking Person is the person responsible for payment of the total cost of the Booking, including any insurance premiums, and any cancellation or amendment charges that may be payable – even if any of the other people travelling on the Booking fail to pay their share of the price.

The Booking Person agrees to provide all those who are named as passengers on the Booking with accurate and full information regarding the travel arrangements booked, including any changes made to those arrangements by us or the Booking Person, and confirms that all those named passengers, including any that may be added at a later date, agree to be named on the Booking and agree to be bound by these Booking conditions.

When a Booking has been confirmed by us, only the Booking Person can cancel or amend the Booking for those Booking which allow cancellation or amendment.

You must make your payment on or before the payment due date as advised by us. If you do not pay on time, **we have the right to cancel your Booking and to retain or make cancellation charge in accordance with these terms and conditions.**

If you want to **change your travel arrangements** after issued of Confirmation of Booking before you travel, we will try to help but we cannot guarantee it will always be possible, because changes are subject to availability at the time and to the Travel Service Provider's terms and conditions.

If we can make the change you ask for, you will have to pay for any additional services, facilities, or other items you request at the price which applies on the day the change is made. **We may apply an amendment charge** for each person on the Booking and for each items you want to change, such amendment charge will be provided by us from time to time (if any).

Unless we stated otherwise in writing or in accordance with Product Terms, Travel Services are 100% non-refundable. This applies to all voluntary cancellations including but not limited to cancellations arising from a change in personal circumstances, such as the in ability to travel on medical ground and if booking reservations cancellations policy apply .

However, in certain circumstances where the Booking can be cancelled, it may incur a cancellation charge of 100% regardless of the period of notification. Fees and charges will apply when where a Booking is changed after issued of Confirmation of Booking. Fees and charges will also apply when tickets are re-issued.

If we incur any liability for a cancellation fee or charge for any Booking which you cancel, you agree to indemnify us for the amount of such fee or charge.

i. When booking an item , you agree that:

- (a) you are responsible for reading the full item listing before making a commitment to book it:
- (b) you enter into a legally binding contract to purchase/book an item when you commit to book an item and you complete the check-out payment process:
- (c) accept these Terms and Conditions :
- (d) read prior to confirming your itinerary to ensure that we have met our undertaking to you.:
- (e) you agree that it is your personal decision to travel, and you are doing so with the full knowledge of current travel recommendations and travel restrictions and all the risk associated with travel.

We assume no responsibility in this regard and shall not be liable for any unsafe conditions or health hazards including pandemics or other illnesses in any manner whatsoever.

ii. The Client ACKNOWLEDGES that they have selected the itinerary and destination(s) constituting the booking. He/she ALSO ACKNOWLEDGES that the Booking has been compiled and is managed and updated by the principal, and that we have no control over information compiled by the Principal(Booking.com or Affiliate partners).

iii. The prices we charge for using our services / for our products are listed on our website and on our Affiliate partners' website (e.g Agoda, Travelstart etc.) for self-service portal. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page/Checkout pages.

iv. All prices quoted by Kasi Drive and Tours and our Affiliate partners' website (e.g Agoda, Travelstart etc.) are subject to availability and rate of exchange at the time of booking.

A QUOTE IS ACCEPTED by the Client when the Client proceeds with the steps as specified on the Sites or accepts the Quote telephonically or via email. Full or partial payment of the total value of the Quote ('the Payment') is required in order to confirm reservations with the relevant Principal/s ('the Booking'). v. "The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis/or daily to your payment method. Service Charges are provided to facilitate your booking and these are included in the prices quoted to you prior to booking or at the time of making any changes.

Service Charges may include but are not limited to booking, ticketing, documentation, amendments, cancellation, communications, consultation and administration fees.

All service charges are non-refundable in the event of cancellation of your trip for any reason.

v. Note that all tickets carry different fare conditions as imposed by the relevant airline. The ticket you are purchasing may only be partially or non-refundable.

- vi. Note that any amendment, cancellation, or waiver must be documented in writing and that
- vii. Mutual Signature Needed: Changes are only valid if signed by both the Client and an authorized representative of the Travel Agent.

Cancellation Fees

Number of days prior to Departure	Cancellation fee Percentage
0 – 13	100%
14 – 29	50%
30+ more	0%

- Percentage is calculated on the client's total reservation cost payable.
- If the arrival date of the itinerary is postponed prior to, or on the date of the arrival, and then cancelled at a later stage, the fees that applied at the time of amendment will be enforced if the amount is greater than the new cancellation fees.

Modification Fees

Number of days prior to Departure	Cancellation fee Percentage
0 – 13	100%
14 – 29	50%
30+ more	0%

- For downgrading of a reservation when a deposit has been paid, percentage is calculated on the difference.
- When modifying the arrival date to an earlier date, no modification fees will be charged, unless the total cost is decreased and the arrival date before the modification fell inside the 30-day period.
- If the arrival date of the itinerary is postponed prior to or on the date of the arrival and then cancelled at a later stage, the fees that applied at the time of amendment will be enforced if the amount is greater than the new cancellation fees.

Important to Know:

1. **Exchange Rate Alert:** Prices are based on the daily exchange rate and may fluctuate until full payment is received.
2. **Client Responsibility:** The client must cover any price changes before final payment and is responsible for checking the final price.
3. **Price Guarantee:** Once paid in full, the price is fixed (excluding statutory increases like VAT).
4. **Airfare Exceptions:** Airfares, including airport taxes, are subject to airline pricing and are not guaranteed.

5. **Group Booking Changes:** If group size changes, the price may be adjusted, and refusal to pay a surcharge could lead to cancellation and forfeiture of payments.
6. **Fuel Surcharge Clause:** Even after full payment, some providers may still charge extra due to fuel price increases.
7. **Card Restrictions:** Foreign, Amex, and Diners credit cards are not accepted.

Due to high costs and low availability of the South African festive season (December) and Easter holidays, **The earlier the booking, the better. However you are free to book anytime!**

Below is our bookings model.

1. Booking Lead-Times & Deadlines

To guarantee the rates used in your cost-benefit analysis, travellers are advised to adhere to the following notice periods:

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

2. Transport & Vehicle Usage Rules

We may provide vehicles or car hire across diverse terrains (from the N1 highway to the gravel roads of the Northern Cape):

- **Licensing:** All drivers must have a valid South African Driver's License held for a minimum of 3 years.
- **Provincial Borders:** Vehicles are strictly for use within the 9 provinces of South Africa. Crossing borders **is strictly prohibited**, such as into Namibia, Botswana, or Lesotho, since this may require a Cross-Border Permit (R1,500 fee) and 14 days' notice. We do not cover Cross-border travels.
- **Fuel Policy: "Fair Tank Policy."** If need be, we may provide the first full tank for travellers once a year.

- **E-Tolls & Traffic Fines:** Travellers are 100% liable for all e-tolls in the country-RSA / (Gauteng) and traffic infringements. These will be billed to the Traveller's "Wallet" plus a R250 admin fee.

3. Flight Voucher Specifics

- **Standard Fare:** Vouchers cover "Economy Class" with 1 checked bag (20kg).
- **Upgrades:** Travellers must contact us for upgrades to Business Class or extra legroom, subject to airline availability. However this may be at additional cost
- **Name Changes:** Once a flight is ticketed (usually 30 days before departure), name changes are not permitted. Cancellation will result in the loss of that trip's transport allocation for the year.

4. Cancellation & "No-Show" Policy

In South Africa, small lodges in the interior (like the Karoo or Drakensberg) rely heavily on every booking.

- **Member Cancellation:** * *30+ Days' Notice:* Full refund of points/trip credit to the member's account.
 - *14-29 Days' Notice:* 50% forfeiture of the trip credit.
 - *Under 14 Days:* 100% forfeiture of that specific trip credit (Accommodation & Transport).

• Deposits

All bookings must be accompanied by the required standard deposit or full payment, depending on the airline, tour operator or 3rd party supplier used. All deposits are refundable however certain conditions apply on cancellations. (See our cancellation policy). Kasi Drive and Tours reserves the right to cancel a booking should the required deposit not be received. Payment of a deposit does not guarantee the price quoted - this may be affected by rate of exchange fluctuations and other factors beyond our control.

• Refund policy, Cancellations and Modifications Policy

Our Online business offers a refund policy. This is important in order to comply with consumer protection regulations. However, we have no control in respect of the outcome and will be governed by the original Terms and Conditions, including any penalties (changes or cancellation) imposed by the respective airlines/or service providers/ suppliers/ Affiliate Partners utilized in your booking.

- **Retention of right to change product offering.**

We reserve the right to change the offerings on our products and on and/or through the website. We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason. •

Responsibility for services and products When we receive a valid claim for cancellation of a product purchased/ booked from us, we will either amend the travel booking or cancel the booking. If we are unable to amend or cancel the product/or booking within a reasonable time, the customer will be entitled to a full refund upon the prompt request to us.

- **Ownership of intellectual property, copyrights and logos**

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of **Kasi Drive and Tours (Pty) Ltd** as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

No users is given the ability to upload content (images, audio, text ...) for disclosure on our site .All the legal rights and/or necessary licenses over the content displayed at our website is available and that such content might be public available.

As a customer ,you recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

- **Right to suspend or cancel user account**

We kindly request that you as customer to make use of our website in an acceptable manner and we urge you to avoid misuse of our website as a user and/or avoid exposure as a result of illegal activity conducted on the website (or by using a service or product offered by the website). We reserve the right on

using our website for offering subscription services or online services (such as travel bookings) and we retain the ability to suspend or cancel the ability of a user or customer to use the website or the services.

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. We may discontinue use and request to cancel your account and/or any services at any time.

Notwithstanding anything to the contrary in the foregoing, with respect to automatically renewed subscriptions to paid services, such subscriptions will/can be discontinued only upon the expiration of the respective period for which you have already made payment

• Right to change and modify Terms.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

• Promotional emails and content

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

• Preference of law and dispute resolution

These Conditions shall be governed by the law of South Africa and the jurisdiction of South African courts will govern the relationship between the Client and Kasi Drive and Tours.

We SHALL BE ENTITLED to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction. These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively

in accordance with the internal substantive laws of South Africa, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in South Africa. • Customer support details & contact info Terms are expected to have contact information enabling users and customers to receive customer support services and to correspond with the website and its operators.

• Payment and Payment Terms

The Payment is due immediately by Visa, Master, American Express Card, Electronic Funds Transfer, Cash Deposit at a bank, whichever is applicable, and must reflect in the bank account of Kasi Drive and Tours by midnight South African time on the day that the Booking was made.

If the Payment is not received as stated above, we RESERVE THE FULL RIGHT TO CANCEL THE BOOKING, in which event any Payment (less any cancellation and administration fees) shall be refunded to the Client within 48 hours of the cancellation being processed.

In the event that the Payment was made after the aforementioned deadline, and should we inform the Client by means of a revised Quote that the Booking remains available at a higher price, the Client may choose to proceed with the Booking at such higher price, in which event the CLIENT WILL BE LIABLE for any difference between the original Quote and such higher price, and the revised Payment must reflect in the bank account of Kasi Drive and Tours before the deadline stipulated in the revised Quote in order to secure the Booking.

Kasi Drive and Tours transactions are processed in South African Rand. The applicable conversion charges ('Additional Charges') may therefore be levied by your merchant bank if payment is made from another country and/or in another currency other than South African Rand. The Additional Charges are driven by the global treasury of the applicable credit card and are impacted by the change in daily exchange rates.

We therefore NOT BE HELD LIABLE for any Additional Charges levied by the applicable merchant, or bank pursuant to the confirmation of a Booking. Kasi Drive and Tours is a Business that does not offer credit.

Remember

1. **Final Payment Deadline:** The full balance must be paid no later than six weeks before departure or by the date stated in the Quotation or Booking Confirmation.

2. **Late Payment Consequences:** Late payment may delay travel documents and require courier service at the client's expense.
3. **Risk of Cancellation:** Failure to pay on time can lead to booking cancellation by the Travel Agent (by us) or Principal.
4. **Interest Charges:** Late payments incur 5% interest above the prime rate of the Travel Agent's bank.
5. **Credit Card Terms:** Credit card payments must comply with the Travel Agent's authorization form and conditions.

• **Service charges**

Kasi Drive and Tours reserves the right to implement Service Charges for the services provided to facilitate your booking and these are included in the prices quoted to you prior to booking or at the time of making any changes. Service Charges may include but are not limited to: booking, ticketing, documentation, amendments, cancellation, communications, consultation and administration fees. All service charges are non-refundable in the event of cancellation of your trip for any reason.

• **Unscheduled Extensions**

Flight Disruptions: If the itinerary is unexpectedly extended due to flight delays, rescheduling, or cancellations, the client is responsible for related costs.

Weather Issues: Bad weather causing trip extensions will result in additional expenses for the client.

Strikes & External Causes: Strikes or other uncontrollable events leading to delays are not covered by the travel agent or principal.

Accommodation Costs: Any extra hotel or related expenses during such unscheduled extensions must be paid by the client.

• **Itinerary Variations and Transfers**

Itinerary Changes are possible – The travel provider may alter the itinerary when necessary, including due to weather or other circumstances. Therefore No Refunds will be processed on Weather Changes – Adjustments caused by weather do not qualify for refunds.

Client /or Passenger Responsibility – Clients must review and sign off on all itinerary amendments.

- **Breakaways**

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

- **Deposits**

All bookings must be accompanied by the required deposit or full payment, depending on the airline, tour operator or 3rd party supplier used. All deposits are non-refundable. Kasi Drive and Tours reserves the right to cancel a booking should the required deposit not be received.

Payment of a deposit does not guarantee the price quoted - this may be affected by rate of exchange fluctuations and other factors beyond our control.

- **Confirmation of Travel Arrangements**

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

- **Protection Of Personal Information Act ('Popi')**

Operator means an operator as defined in the Protection of Personal Information Act, 4 of 2013; Personal Information means personal information as defined in the Protection of Personal Information Act, 4 of 2013; Protection of Personal Information

You hereby authorise Kasi Drive and Tours, to collect your Personal Information as it is relevant to this Agreement and/or service which we are providing for you or is deemed to be relevant for the provision of such service. Kasi Drive and Tours is committed to the adherence of national legislation and regulations pertaining to the safeguarding of data privacy.

Kasi Drive and Tours shall use information previously provided by you to perform our services and to amongst other things, process invoices, credit notes, statements and any other document related to the services. You confirm that we may share your personal information with the following persons, who have an obligation to keep the personal information secure and confidential: Employees of Kasi Drive and Tours who are required to be informed of the personal information in order to attend to the services supplied and; and to All third parties who may assist us in supplying the services. We undertake not to

disclose your personal information unless it is legally or contractually required to do so.

We agree to use all reasonable efforts to ensure your personal information in our possession is kept confidential, stored in a secure manner and processed in terms of POPI. You hereby acknowledge and warrant that: Kasi Drive and Tours is entitled to process and store any such Personal Information in the manner set out in Kasi Drive and Tours' [Privacy Policy](#), available on the website www.KasiDriveandTours.co.za ; Kasi Drive and Tours is entitled and authorised by you to transfer any Personal Information to any of its Operators; and Kasi Drive and Tours is entitled to store and back-up your Personal Information on its servers.

You confirm that you have read and agree to Kasi Drive and Tour's Privacy Policy and hereby provide your consent to Kasi Drive and Tours to process your personal information and acknowledge that you understand the purpose for which it is required and for which it will be used.

- **Provisions recommended for websites with user blog or communities.**

Wix offers its users the ability to create communities for the users of their websites, in order to interact with such users in a better way. Therefore, Kasi Drive & Tours website includes a user blog, we recommend that the user familiarise themselves with the website Terms and blog terms or rules and that all users that join the blog have a public profile that is publicly visible to site visitors, and that their public activity (such as their posts or comments) will be visible to other visitors of the website. The user of the website can always opt-out and exit the blog or community, and upon doing so, such user's profile will not be publicly visible. Naturally, in such event the user will not be able to use the community features (e.g., liking, commenting, or writing posts).

- **Accounts and membership**

You must be at least 18 years of age to use the Services. By using the Services and by agreeing to this Agreement you warrant and represent that you are at least 18 years of age. If you create an account on the Services, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it.

We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately

notify us of any unauthorized uses of your account or any other breaches of security.

We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

- **Links to other resources**

Although the Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Services. Your linking to any other off-site resources is at your own risk.

- **Prohibited uses**

In addition to other terms as set forth in the Agreement, you are prohibited from using the Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Services for violating any of the prohibited uses.

- **Intellectual property rights**

“Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world.

The Terms and Conditions as specified on our website ‘footer ‘and this Agreement does not transfer to you any intellectual property owned by Kasi Drive and Tours (Pty) Ltd or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Kasi Drive and Tours (Pty) Ltd. All trademarks, service marks, graphics and logos used in connection with the Services, are trademarks or registered trademarks of Kasi Drive and Tours (Pty) Ltd or its licensors.

Other trademarks, service marks, graphics and logos used in connection with the Services may be the trademarks of other third parties. Your use of the Services grants you no right or license to reproduce or otherwise use any of Kasi Drive and Tours (Pty) Ltd or third party trademarks.

• Limitation of liability

To the fullest extent permitted by applicable law, in no event will Kasi Drive and Tours (Pty) Ltd, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages.

To the maximum extent permitted by applicable law, the aggregate liability of Kasi Drive and Tours (Pty) Ltd and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount no greater than one dollar or any amounts actually paid in cash by you to Kasi Drive and Tours (Pty) Ltd for the prior one month period prior to the first event or occurrence giving rise to such liability.

The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose. To the maximum extent permitted by applicable law, in no event shall Wix.com or Kasi Drive and Tours (PTY) Ltd be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

• Indemnification

You agree to indemnify and hold Kasi Drive and Tours (Pty) Ltd and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Services or any wilful misconduct on your part.

You agree to indemnify and hold Wix.com or Kasi Drive and Tours (PTY) Ltd harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of our website or any of the services offered on the website.

• Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

• Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of South Africa without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of South Africa. The exclusive jurisdiction and venue for actions related to the

subject matter hereof shall be the courts located in South Africa, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

- **Changes and amendments to the Terms & Conditions**

We reserve the right to modify this Agreement or its terms related to the Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.

An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes. Acceptance of these terms You acknowledge that you have read this Agreement and agree to all its terms and conditions.

By accessing and using the Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Services. This terms and conditions policy has been created with the help of <https://www.websitelpolicies.com/terms-and-conditions-generator>

- Contacting us If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the details below:

support@kasidriveandtours.co.za

Note: The above Terms and Conditions are effective from 01 Jan 2026 and will be updated every time there is a material change. Offers can be removed at any time.

The Terms and Conditions must be read in conjunction with the [Terms and Conditions for our Travel Club and for Travel with Us.](#)

Thank you!