



# **Kasi Drive & Tours**

travel with us....

## **TRAVELLING WITH US & KDT TRAVEL CLUB: GENERAL TERMS AND CONDITIONS**

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### **1. Agreement**

1.1 By using the Services or making a Booking, you confirm to have read, understood and agreed to:

- (a) these General Terms and Conditions;
- (b) Product Terms;
- (c) Other Terms and Conditions imposed by us in relation to specific Services;
- (d) Travel Club Privacy Statement and
- (e) the Signed Membership Agreement

1.2 References to "us", "we" and/or "our" in these General Terms and Conditions shall mean Kasi Drive & Tours and our Travel Club or "KDT travel Club"

### **2. Services**

2.1 Our services include but not limited to ("Services"):

(a) holidays, travel arrangement and hotel Booking services which provide the facility for you to purchase by making a Booking for:

- (i) travel-related goods and services offered by us to you from airlines, hotels and other third-party travel services providers (collectively referred to as "Travel Service Providers"); and

(ii) Packages of such travel-related goods and services as stated in 2.1 (a) (i).

(b) payment processing, administration and/or ticketing services.

2.2 In addition to this Agreement, Travel Service Providers may impose their own terms and conditions in relation to their travel products (referred to as "Product Terms") (for example, an airline's terms of carriage, hotel cancellation policy etc). Where applicable, you must read and agree to those Product Terms to complete your Booking. You should read the Product Terms specific to the applicable Travel Product before completing your Booking.

### **3.Terms of Membership**

**The Following are the terms under which membership of the Kasi Drive and Tours Travel Club will be given. All members must take note of these rules and abide by them:-**

- Validity of membership is the total discretion of the club. Kasi Drive and Tours reserves the full rights to funds accumulated and control of funds. **Commission rate of Kasi Drive and Tours is capped at 10% per booking and rate can be increased per year**
- Club can evoke, or cancel membership at any time if failed to follow rules given by the club. We shall have the right to refuse membership to those failing to establish and maintain the agreed method of payment, for member's lack of funds, bounced checks, or similar circumstances.
- All members have to pay their membership fee in valid time.
- A grace period will be allowed of 7 days for payment delay.
- Late payment can be charged with extra fine.
- Further delay in late payment will result in suspension of membership plan and against member along with cancellation of membership for non-payment.
- Defaulters will be warned, and maybe permanently banned from club.
- Club is authorised to change, modify, or amend the rules any time without prior consent of the members.
- This membership can be valid for 24 months maximum. Membership benefits includes only the facilities/benefits available per membership plan
- Membership is not automatic and require a set number of members per plan
- **Membership can be terminated provided notice is communicated in advance and in writing**

### **4. Accuracy of Information & Advertising Prices**

4.1 The information published on our Websites may change from time to time.

Changes can also occur after website content is published – for example, hotels might withdraw facilities due to maintenance or bad weather, building work might start, or some services/activities might not be available at the start or end of the holiday season.

If we are made aware of any significant changes, we include updates on our website and Booking system so you will receive the latest information when you book.

4.2 All prices can change (up or down) at any time before a Booking is made. Prices on our web site and on our Booking system are updated daily. Mistakes or computer errors occasionally occur, so if any price on our Website or Booking system is obviously wrong, then any Booking made based on that price will not be valid, and we will be entitled to cancel it and give you a full refund, unless you want to pay the correct price.

4.3 Unless otherwise provided, prices quoted are exclusive of any taxes, levies, surcharges and are subject to change at any time until full payment is received and tickets issued and we reserve the right to correct any pricing errors or omissions. Prices are per person unless otherwise stated.

## **5. Booking Payment , Booking Cancellations and Changes**

5.1 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.

5.2 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 Bookings which allow cancellation or amendment.

5.3 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.

5.4 If you have a special request for something that is not automatically part of your Booking (e.g. quiet room, low floor room, vegan meal on the flight, etc), please make the request at the time of Booking. We will pass your request on to the relevant Travel Service Providers to ask if they can provide what you want. Special requests are not guaranteed to be met – even if we have made a note of your request to us. That just means we have received the request and have passed it on to the Travel Service Providers. We will not pay compensation for failing to meet a special request. When you make a special request, you agree that any personal data you provide including sensitive personal data, has to be passed to the relevant Travel Service Providers to fulfill that request, and you consent to this happening. Please see clause 14 (Privacy) for more information.

5.5 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).

5.6 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.

#### **Cancellation Fees**

Number of days prior to Departure	Cancellation fee Percentage
0 – 6	100%
7 – 14	50%
15 – 30	25%
31 and 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	Modification fee Percentage
0 – 6	100%
7 – 14	50%
15 – 30	25%
31 and 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.

## 6. Confirmation of Booking

Once you have booked with us, either via the Website or by phone, we will send you a confirmation email itinerary to the email address you have provided to us when making the Booking. Please check the details on your confirmation of Booking and if anything does not appear to be right, you must contact us immediately. We cannot accept any responsibility if we are not notified of any inaccuracies of any document within 7 days of issue. We will do our best to rectify any inaccuracies notified outside these time limits. However, you will be responsible for any costs and expenses involved in doing so except where we made the mistake.

## 7. Payment by Credit or Debit Card

7.1 If, after making your Booking, your card payment is declined for any reason, we will cancel your Booking as soon as we become aware.

7.2 Please make sure that you have supplied us with the correct credit or debit card billing information. If you do not supply the correct billing address and/or cardholder information, the issue of your tickets may be delayed and the overall cost may increase. We do reserve the right to cancel tickets after issue if payment is declined or if you have supplied incorrect credit or debit card information.

## **8. Hotel Booking**

8.1 The hotel star or other denoted ratings (the “Star Ratings”) are provided for your reference only and we do not independently assess Star Ratings. The Star Ratings are based on information we have received from our OTA’s (Travel Service Providers and may take into account the hotel’s facilities, rates, reviews, and services). The display of the Star Ratings does not constitute an endorsement of the quality, rating or service level of or a recommendation for any hotels. We hereby disclaims any representation, warranty or undertaking in respect of the adequacy, status, quality or Star Ratings of any hotels listed on the Website.

8.2 The hotel information (including but not limited to listed facilities or value added services, photos, pictures, videos, texts, descriptions, locations, comments and audio) displayed on the Website, are provided by third parties and for your reference only. We shall not be liable for any discrepancy exists between the information and actual settings and/or experience. We do not guarantee that all information is up to date, accurate, complete, or correct, nor can we be held liable for any interruptions (whether due to any maintenance, breakdown, upgrade or repair of the Website or otherwise), inaccurate, errors, misleading or untrue information or non-delivery of information. The respective Travel Service Provider remains responsible at all times for the completeness, accuracy and correctness of the information displayed on the Website.

8.3 The listed facilities or any value added services can occasionally become not available due to maintenance or renovation, or reasons beyond our control, or incorrect information provided by the hotels. We shall not be responsible for any disappointment, inconvenience caused, losses or damages if any of the listed facilities or value added services are unavailable during your stay.

8.4 Unless stated otherwise, breakfast is not included in the room rate and, if included, number of breakfast included is based on actual number of guests in the Booking.

8.5 Many hotels have specific rules and policies relating to children, accompanying travellers and/or pets. You should check with the hotel to verify the rules and policies and comply with them.

8.6 Charges for services and amenities you use and products you consume during your stay (including but not limited to parking, internet access, massage, food and beverages) are not included in the reservation price unless otherwise specified.

8.7 To travel to properties in some locations (for example, islands in the Maldives), all guests must arrange transportation transfers in advance for an additional fee. Some properties require us to collect payment for the transfer and/or transportation fees when a reservation is made. We will show these additional transfer and/or transportation fees with your total price. We have no control over the operation of such

transfers and/or transportations, and are not responsible for the quality, safety, frequency, and/or service levels of the transportation. Such transfer and/or transportation is operated and provided by respective hotels and the use of such transfer and/or transportation is entirely at your own risk.

8.8 If you have any special check-in requirements, for example late or delayed arrival on the check-in date or cannot check-in on the check-in date, you must promptly communicate your request with the accommodation provider directly so that they know when to expect you and avoid cancellation of your Booking and/or no-show fee. We shall not be liable for the consequences of your delayed arrival or any cancellation or no-show fee charged by the accommodation provider.

8.9 Based on laws and regulations of each country, traveller under the legitimate age of the respective country and is not traveling with a parent or adult, hotel Booking is subject to respective hotel's approval. We shall not be held liable should the hotel cancel your Booking.

8.10 We cannot guarantee that all accommodations, transport or amenities shall be suitable for disabled persons or wheelchair users.

8.11 Special requests, for example, room floor, room location, room type, particular view or facilities or baby cot or celebration notes are offered on a request-basis only. Such requests are subject to availability at the time of check in and are not guaranteed. We shall not be liable if your requests cannot be fulfilled. Special requests may be subject to additional charges which are excluded from the price of Booking.

## **9. Club points**

9. KDT Travel Club Use **Club points** Service Terms and Conditions (known as 'Rewards')

9.1 The "KDT Travel Club Website Use Club points Service" (the "Service") is only applicable to:

9.1.1 members of "The KDT Travel Club Membership Program" ("The KDT Travel Club") operated by Kasi Drive and Tours (Pty) Ltd. The Club membership account must be valid and activated; and

9.1.2 members of The Club ("The KDT Travel Club Members") will not book themselves and pay for hotel bookings and/or flight tickets and/or other travel goods and/or services ("Booking") through the Kasi Drive and Tours website at [www.kasidriveandtours.co.za](http://www.kasidriveandtours.co.za). All bookings will be made and managed by Kasi Drive and Tours . Email us at [info@kasidriveandtours.co.za](mailto:info@kasidriveandtours.co.za) or any other platforms, customer service outlets, centres or any other channels for all travel club enquiries (other than relating to the Travel Flights and Accommodation Booking Platforms at Agoda.com, Hotels.com etc regardless of whether the Club Member is named in the Booking or not). Any challenges experienced or dissatisfaction with the accommodation property during the stay , flights

etc must be directly communicated with the service provider/or vendor/and or supplier and submitted through their complaints platforms.

9.1.3 We make travel arrangements however we have no direct control or influence over the turn of events and to events that may result in dissatisfaction and dispute. Therefore we are not obliged to provide for a dispute resolution and provide for a complaint.

9.2 The earn and use of Clubpoints on the bookings for Accommodation and Transport Booking are governed by the “KDT Travel Club , Earn and Use Club points Service” Terms and Conditions , and not by these terms and conditions.

9.3 Any expenses, additional fees, taxes and surcharges (including but not limited to (i) transportation fees, room service, mini-bar and in-room movies during hotel stay; and/or (ii) extra baggage, inflight experience such as dining, entertainment, Wi-Fi service) (if applicable) that must be paid by The Club Members directly to the hotel and/or airlines are not eligible for the Service under any circumstances and subject to the terms and conditions of such hotels and airlines.

9.4 The Club Members who hold a valid and activated The Club membership account, and provide the KDT Travel Club consultant (via the online application and request form for the travel product or through any other means or channels acceptable to KDT Travel Club) with their The Club membership account number, their email address that has been registered under their The Club membership account and other required information before confirming the Booking, and successfully book and pay for the Booking can enjoy the Service in accordance with these terms and conditions.

#### 9.5 No Clubpoints Earn

9.5.1 Unless otherwise agreed by KDT Travel Club , all bookings of travel products and/or services shall be made by the Kasi Drive and Tours Travel Club and/or email at info”@kasidriveandtours.co.za or any other platforms, customer service outlets, centers or any other channels (other than the Travel Flight and Accommodation Booking Platform at any of our affiliated Online Travel Agencies such as Agoda, Travelstart, Hotels.com etc) are NOT eligible to earn Clubpoints)

#### 9.6 Clubpoints Use

9.6.1 The Club Members with a valid and activated membership account can use their Clubpoints pursuant to this Service and in accordance with these terms and conditions on any bookings of travel products and/or services made by Kasi Drive and Tours website and not on any other booking platforms(OTA's etc. See 8.5.1 above)

9.6.2 The Club Members can use the Service to redeem with Clubpoints before booking and paying for the Booking (“Redemption”).

9.6.3 The Club Members must provide the KDT Travel Club consultant (via the online application form for the travel product or through any other means or channels

acceptable to KDT Travel Club) with their The Club membership account number, their email address that has been registered under their The Club membership account and other required information before confirming the Booking in order to use Clubpoints to offset the cash portion of payments of travel products and services as specified below, up to the maximum amount of available Clubpoints in such Club Member's account (the "Redemption Amount"):

a) For any Booking in respect of flight tickets, hotel bookings and/or travel packages, the cash portion of payments for such Booking includes payments for taxes, surcharges, services fees, levies and the like in any circumstances but excludes the expenses referred to in clause 1.3 above

9.6.4 The Clubpoints conversion ratio when using the Service are subject to change by KDT Travel Club without prior notice. The exact Club points conversion ratio and the required Redemption Amount of the Booking is based on the records of KDT Travel Club at the time of Booking . Visit the loyalty page for more information on "Redemption" and "Rewards".

9.6.5 Once The Club Member confirms to proceed with the Booking and Redemption, The Club Member agrees, accepts and consents that:

9.6.5.1 KDT Travel Club will pass and provide the membership ID and registered email address that is used to book and pay for the Booking, and the amount of Clubpoints to be used in the Redemption; and

9.6.5.2 the amount of Clubpoints available in such Club Member's account to verify the identity of the Club Member and whether the Club Member is eligible to proceed with the Redemption.

9.6.6 Upon the Redemption request being verified and validated by the KDT travel club, such amount of Clubpoints for Redemption will be deducted from the Club Member's membership account by The Club within 180 business days. In case the Booking fails to be made successfully for any reasons (including but not limited to credit card payment failure for the remaining cash portion (if any), network disconnection, interruption or disruption of the system, etc.), the deducted amount of Clubpoints will be reversed by The Club to The Club Members' valid and activated membership account.

9.6.7 KDT Travel Club are not responsible for The Club Members' failure to verify , submit and/or process any Redemption and/or Booking, voluntarily or involuntarily, arising from (but not limited to) network disconnection, technical device malfunction or any delay, interruption or disruption of the system.

9.6.8 KDT Travel Club shall not be liable to any The Club Members or anyone else for any losses or damages arising from the Redemption. KDT Travel Club and The Club shall not be liable to any The Club Members or anyone else for any losses or damages arising from any unauthorized Redemption or fraudulent or abusive Redemption.

9.6.9 Unless otherwise specified, no Clubpoints can be refunded after the completion of the Redemption after confirmation of the relevant travel products and/or services under the Booking has been issued.

9.6.10 Unless otherwise specified, if The Club Member cancels the Booking for any reason whatsoever, any amount of Clubpoints used for Redemption cannot be cancelled, returned, reversed, exchanged nor traded for cash.

9.6.11 Any change or cancellation to Bookings (if any) shall be subject to the relevant refund and cancellation policies and/or terms or conditions applicable to such Booking.

9.6.12 KDT Travel Club reserves the right not to accept any Booking of The Club Members at its discretion. KDT Travel Club may also cancel the Booking at its absolute discretion but will in such circumstances provide a full refund of cash and return of Clubpoints, if applicable.

9.6.13 The club will provide the Club Members' available Clubpoints solely for the purpose of the Service.

8.6.14 KDT Travel Club solely reserve the right to suspend or terminate this Service or amend these terms and conditions at any time without prior notice.

9.6.15 Clubpoints are governed by the terms and conditions of KDT Travel Club. For details, please visit:

<https://www.kasidriveandtours.co.za/travel-club>

9.6.16 In the event of any dispute, the decision of KDT Travel Club shall be final and conclusive.

## **10. Travel Insurance**

10.1 It is advisable to take out insurance suitable for your needs before you travel. The travel club membership does not include travel insurance and members must secure such insurance at their own cost in the market and at the available insurance brokers, banks or service providers etc

10.2 The insurance plan is underwritten by many insurance brokers, banks or service providers etc and it is advisable to review the available product brochures and the policy provisions relating to the insurance products you are considering purchasing before making any decision about whether to acquire the product.

## **11. Health**

You must ensure that you are aware of any health requirements for your travel and ensure that you carry all necessary vaccination documentation. Please check with your local doctor or specialist vaccination clinic. It is your responsibility to ensure that you are fit to fly and to travel.

## **12. Agency**

We act as an agent only. We sell various travel-related products on behalf of numerous transport, accommodation and other Travel Service Providers, our affiliate partners, such as hotels, airlines, coach, tours and attractions service providers and cruise line operators. Our obligation is to make travel Bookings on your behalf and to arrange relevant contracts between you and Travel Service Providers. We shall not be liable for any acts and/or omissions and/or inaction of these Travel Service Providers, their employees, agents, servants or representatives. We shall accept no responsibility or liability in respect of either person or property for any loss, damage, injury, accident, delay or irregularity however occasioned, sustained or suffered during or in relation to any services, or in the carrying out of any such agreements booked by us. We have no responsibility for these services nor do we make or give any warranty or representation regarding their standard or fitness for purpose. All Bookings are subject to the terms and conditions and limitations of liability imposed by these Travel Service Providers. If for any reason (for example, overbooking), any Travel Service Provider is unable to provide the services for which you have contracted, your legal recourse or remedy lies against the provider and not with us.

## **13. Limitations of Liability**

13.1 Our responsibility is to make arrangements for your Booking of our Services provided by relevant Travel Service Providers (such as flight seats only, hotel only etc.), but we do not have any responsibility for the operation of the Services. We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your use of the Services. In addition, we have no liability to you if your Booking clashes with another Booking you have booked with us. In the event that we have any liability to you, our liability shall be limited an amount equal to the total amount of payments received by us from you under each Booking. We shall not be liable to you for any indirect, special, consequential, collateral, incidental or punitive damages including, without limitation, loss of business, revenue, profit, contracts, anticipated savings or goodwill, loss of use and all associated and incidental costs and expenses, whether or not we were or should have been aware of the possibility that such damage could occur.

13.2 The information of the Services are provided by third party Travel Service Providers. While we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the

Services. Any reliance you place on such information is therefore strictly at your own risk.

#### **14. Force Majeure**

14.1 We shall have discretion to cancel or amend any Booking due to Force Majeure Event. We shall not be liable for any loss, damage, claim, liability, inconvenience, delay in performance or failure to perform resulting from or in connection with any Force Majeure Event.

14.2 In case the Booking is cancelled due to Force Majeure Event, there will be no refund or rebooking unless otherwise stated in the Product Terms or provided or allowed by the Travel Service Providers. In case where refund or rebooking is available, we reserve the right to charge R 1 000 on each component in the Booking and deduct all costs incurred in relation to Travel Service Providers.

#### **15. Frequent Flyer / Hotel Membership**

We will not apply Frequent Flyer / Hotel Membership in all our travel bookings and we cannot guarantee that the Travel Service Provider will credit you with points to your frequent flyer and/or hotel membership program for your Booking. Our Travel Club and all our travel club services, booking reservations are not in any way interdependent with the services provided by the service providers/ all vendors , hotels ,airlines etc .

#### **16. Passports & Visas**

It is your responsibility to ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. All travelers must have a valid passport for international travel and many countries require at least six (6) months validity from the date of return and some countries require a machine-readable passport. If you need information regarding visa and other travel document requirements for your trip please let us know. We may be able to obtain the relevant visa requirements for you from external visa advisories. We do not warrant the accuracy of such information and accept no liability for any loss or damage which you may suffer in reliance on it.

#### **17. Travel Documents**

Travel Documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a Travel Service Provider. Travel Documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. All airline tickets must be issued in the name of the passport holder. An incorrect name on a Booking may result in an inability to use that Booking and the Booking being cancelled. Any errors in names, dates and timings on your Travel Documents will be your responsibility if not advised at the time of confirmation of Booking.

## **18. Travel Club Membership Termination**

Member agrees that if he/she wishes to terminate this membership, member must do **so in writing within 30 days advance notice in writing** to club's management office for cancellation. There are refunds for money not used however members are advised to familiarize themselves with cancellation policy on booking reservation plans already at hand. **See booking cancelation policy on page 14 above.**

Members are entitled to a refund of full capital amount invested only provided that there is no booking reservation in place/ or trip booked. However cancellation is subject to Kasi Drive and Tours' Cancellation policy at hand and full forfeiture of Deposit. Members are allowed to transfer the membership or suspend membership for at least 6 months.

## **19. Indemnification**

Member warrants and agrees to the following:

- (1) that member is at least 18 years of age,
- (2) that member is aware that monthly payment will be made to the Travel Club (managed by Kasi Drive and Tours) and member agrees to make monthly payments.
- (3) **that member agrees that financial challenges may occur in payment of the club membership fees, and will communicate** such challenges experienced in writing and may assign or transfer responsibility to some third party or next of kin.
- (4) You promise NOT to use to conduct any fraudulent or business activity or have more than one Member Account at any time.
- (5) **All Reservation Bookings on accommodation, transport , flights , tours and attractions etc. will be made solely by Kasi Drive and Tours**

## **20. Privacy**

We are committed to protecting your personal information. We may use and disclose any personal information collected by us about you in accordance with Personal Data (Privacy) -POPI Act of South Africa and our Privacy Statement, available at

[https://www.kasidriveandtours.co.za/\\_files/ugd/9865f8\\_f80214c8cfb24c02baea2690914dc980.pdf](https://www.kasidriveandtours.co.za/_files/ugd/9865f8_f80214c8cfb24c02baea2690914dc980.pdf)

We may also provide such personal information to Travel Service Providers as is required to complete your Booking.

## **21. General**

### **21.1 Changes to these terms**

We may amend these General Terms and Conditions at any time by posting the revised version of this Agreement to our Website. The amended Agreement will take effect from the time of posting on our Website.

### **21.2 Assignment**

You must not novate or transfer or assign any of your rights under these General Terms and Conditions to a third party unless agreed upon in writing with our Travel Club and with Kasi Drive and Tours

### **21.3 Third Party Rights**

Save for our subsidiaries and holding companies, no other person or entity who is not a party to this Agreement has any right under the Contracts (Rights of Third Parties) Ordinance South Africa, the "Contracts (Rights of Third Parties Act 1999") to enforce any terms and conditions and/ or benefit of this Agreement.

### **21.4 Governing Laws**

These terms are governed by the laws in force in South Africa. You irrevocably submit to the non-exclusive jurisdiction of the courts of South Africa and courts of appeal from them for determining any dispute concerning these General Terms and Conditions.

### **21.5 Entire Agreement**

These General Terms and Conditions constitute the entire Agreement between you and our Travel Club in relation to use of our Services.

### **21.6 Interpretation**

In the event of discrepancy or inconsistency between the English and any other language versions of this General Terms & Conditions, the English version shall always prevail.

## **22. Definitions**

**Affiliates** means any entity which directly or indirectly controls, or is controlled by, or is under common control with, a party, where control means control of at least 50% of the voting power of securities or interests in such entity.

**Agreement** means the documents as referred to in clause 1.1 of these General Terms and Conditions.

**Booking** means the process of reservation or purchase of any Travel Services from us.

**Force Majeure Event** means, with respect to a party, any supervening event outside of such party's reasonable control or not occasioned by such party's fault or negligence, including but not limited to any flood, fire, lightning, earthquake, storm, explosion, meteor, accident, embargo, restraints imposed by the government or any other industrial or trade dispute, blockade, riot or other acts of civil disobedience, any kind of war, acts of terrorism (which has direct impact on the performance of the duties and obligations of a party) or of the public enemy, power outage, or acts of God or adverse weather conditions, epidemic or health risk, technical problem to transport, closure or congestion of airports or ports, changes to the frequency/timetable of any means of conveyance by its operator without advance notice, strikes, industrial action, travel advisories (warnings) issued by governments of the destinations and/or the World Health Organization, red/black outbound travel alerts issued by the South African Government, Department of Health and any other situations of which the industry has no control

**South Africa** means all RSA Special Administrative Regions.

**Package** means any two or more Travel Services which we conduct Booking on your behalf.

**Product Terms** means the additional terms and conditions referred to in clause 2.2 of these General Terms and Conditions and as applicable to the Travel Services as provided by each Travel Service Provider, subject to change by each Travel Service Provider from time to time without prior notice.

**The Travel Club means** a loyalty program operated by Kasi Drive and Tours (Pty) Ltd (referred as "KDT Travel Club") governed by its terms and conditions:

<https://www.kasidriveandtours.co.za/account/my-account>

**Travel Documents** means the documents as referred to in clause 17 of these General Terms and Conditions.

**Travel Services** include but not limited to airline tickets, hotel accommodation, coach, tours and attractions, cruise line and / or any travel services.

**Travel Service Providers** means any airlines, hotels, coach companies, tours and attractions companies, cruise line operators or any third party travel service providers we engage with from time to time.

**Website** means The Club's redemption website, Kasi Drive and Tours website and Travel Club's webpage, mobile application or any other websites or channels providing our Services and as nominated by us from time to time.

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

[patiencecephatlane@kasidriveandtours.co.za](mailto:patiencecephatlane@kasidriveandtours.co.za)