

Definitions

Guests mean: Individuals, groups, companies or other legal persons using the services offered by African Eloquence and includes the agents of guests.

Services mean: The provision of accommodations and/or transportation and/or meals as offered by African Eloquence and accepted by the guest.

- **Terms and Conditions**

African Eloquence Pty (Ltd)

Effective Date: [29 July 2025]

1. Booking and Payment

1.1 All bookings must be made through our website, by phone or email, or in person.

1.2 A deposit of 25 – 50 % is required at the time of booking being confirmed.

1.3 The balance must be paid in full 60 - 90 days before the tour departure date.

1.4 Bookings made within 30 days of departure must be paid in full at the time of booking.

1.5 Payments can be made via EFT, credit/debit card, or secure online payment platforms.

2. Prices and Inclusions

2.1 Prices are quoted in South African Rand (ZAR) and include VAT where applicable.

2.2 Tour inclusions are specified in your itinerary and typically include transportation, accommodation, meals (Where applicable), and guided services.

2.3 Prices exclude items such as personal expenses, visa fees, optional activities, tips, and travel insurance.

3. Cancellations and Refunds

By the Client:

3.1 Cancellations must be made in writing.

3.2 The following cancellation fees apply:

3.2.1 Cancellations made more than 60 days prior to arrival will not normally result in cancellation fees being charged. However;

3.2.2 African Eloquence reserve the right to recover any costs incurred or charges received from suppliers up to the date of cancellation.

3.2.3 In the event of services being cancelled 60 days or less, prior to arrival, the following cancellation fees may apply.

- 45 days to 60 days before commencement of services: 50% cancellation fee (50% refund).
- 30 days to 44 days before commencement of services: 75% cancellation fee (25% refund)
- 30 days or less before commencement of services: 100% cancellation fee (No refund).

We recommend that you ensure that you and/or your guests take adequate personal cancellation insurance cover before departure from home.

By the Operator:

3.3 We reserve the right to cancel a tour due to low enrolment, force majeure, or unforeseen circumstances.

3.4 If we cancel, you will receive a full refund or be offered an alternative tour.

3.5 We are not liable for costs incurred by the client (e.g., flights, visas) if a tour is canceled.

4. Amendments

4.1 You may request changes to your booking up to 30 days before departure, subject to availability and a possible admin fee.

4.2 We reserve the right to make changes to the itinerary if necessary due to weather, road conditions, or supplier issues.

4.3 In such cases, we will offer alternatives of equal or greater value.

5. Health, Fitness, and Insurance

5.1 You must inform us of any medical conditions, dietary needs, or mobility concerns prior to booking.

5.2 Participation in tours may require a reasonable level of physical fitness.

5.3 Comprehensive travel insurance covering medical, cancellation, and personal liability is mandatory.

6. Liability

6.1 Whilst every precaution is taken to ensure the safety of all persons participating in the tour or travel package, participation in any tour or travel package offered by African Eloquence or any of its suppliers (including but not limited to transportation to or from any venue) is undertaken at the guest's own risk.

6.2 African Eloquence and any of its directors, employees, assignees and/or agents are accordingly indemnified by the guest and/or his/her estate, dependents, agents, or their assignees against any claim of any nature whatsoever and howsoever arising for any damages or loss which might be instituted against it arising from or connection with the services contemplated in these Terms and Conditions.

6.3 The guest, his/her heirs, dependents, agents, executors or their assignees hereby irrevocably waive any claims which they may have against African Eloquence for any form of compensation for damages which they may suffer due to injury and/or loss of any nature whatsoever, which includes accidents caused by the guest's own actions, injuries or death while on the tour, in a transportation vehicle or at any place during the tour or illness or death at any time after the tour.

6.4 African Eloquence acts solely in the capacity of an agent for third parties and as such African Eloquence holds themselves free of responsibility or liability for any delays, loss or damages from any cause whatsoever including loss/ delay/ damages/ dissatisfaction caused by third party services. African Eloquence shall be exempt from all liability in respect of any claim whatsoever as aforesaid.

6.5 Our liability is limited to the price paid for the tour.

7. Passports, Visas, and Travel Documents

7.1 It is your responsibility to ensure you have valid passports, visas, and any required permits.

7.2 We accept no liability for travel disruptions due to incorrect or missing documentation.

8. Conduct

8.1 You are expected to comply with local laws, customs, and tour guide instructions.

8.2 We reserve the right to remove any participant whose behavior is disruptive, dangerous, or offensive, with no refund.

9. Complaints and Disputes

9.1 Any complaints must be reported to the tour leader immediately and in writing within 7 days of the tour's end.

9.2 We will investigate and respond within 14 working days.

9.3 These terms are governed by South African law, and any disputes will be subject to the jurisdiction of South African courts.

10. Privacy and Data Protection

10.1 We comply with the Protection of Personal Information Act (POPIA).

10.2 Personal data is collected only as needed and will not be shared with third parties without consent, except for booking requirements.

11. Acceptance of Terms

11.1 By booking with us, you confirm that you have read, understood, and agreed to these Terms and Conditions.

11.2 A copy of these Terms and Conditions will be sent with your booking confirmation.

- **Privacy Policy**

African Eloquence Pty (Ltd)
Effective Date: [29 July 2025]

1. Introduction

African Eloquence ("we", "us", "our") is committed to protecting your privacy and ensuring that your personal information is collected and used properly, lawfully, and transparently, in accordance with the Protection of Personal Information Act (POPIA), Act No. 4 of 2013.

This Privacy Policy outlines how we collect, use, disclose, and safeguard your personal information.

“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.

2. Information We Collect

We may collect and process the following personal information:

- Full name
 - Identity/passport number
 - Contact details (email, phone number, physical address)
 - Emergency contact details
 - Nationality and date of birth
 - Dietary or medical requirements (where relevant)
 - Travel preferences
 - Payment information (via secure third-party processors)
 - IP address and website usage data (if using our website)
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3. Purpose of Collection

We collect your personal information for the following purposes:

- To process bookings and payments
- To confirm travel arrangements and issue documentation
- To comply with legal and regulatory obligations

- To communicate with you regarding your tour
 - To provide customer support and respond to inquiries
 - To improve our services and customer experience
 - To send marketing communications (with your consent)
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4. Disclosure of Information

We may share your personal information with:

- Third-party service providers involved in delivering your tour (e.g., accommodation, transport providers)
- Payment processing partners
- Legal or regulatory authorities if required by law
- Our professional advisors (e.g., legal, accounting)

We ensure all third parties respect the security of your personal information and process it lawfully.

5. Information Security

We take appropriate, reasonable technical and organizational measures to safeguard your personal information from loss, misuse, unauthorized access, disclosure, alteration, or destruction.

Examples include:

- Secure servers and encrypted data storage
 - Access controls on personal data
 - Staff training on data protection and confidentiality
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6. Your Rights Under POPIA

You have the right to:

- Access the personal information we hold about you
- Correct or update your information
- Withdraw consent to the processing of your information (where processing is based on consent)
- Object to the processing of your personal information
- Lodge a complaint with the Information Regulator of South Africa

To exercise any of these rights, please contact us through the details provided on our website.

7. Retention of Information

We retain your personal information only as long as necessary to fulfill the purposes for which it was collected, or as required by law. After this period, your data will be securely deleted or anonymized.

8. Cookies and Website Usage

If you visit our website, we may use cookies to collect anonymous data about your browsing behavior to help improve the functionality of our website. You may choose to disable cookies in your browser settings.

9. Changes to This Policy

We may update this Privacy Policy from time to time. The latest version will be posted on our website, and the date of revision will be indicated at the top of the document.

You hereby authorise African Eloquence 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.

African Eloquence is committed to the adherence of national legislation and regulations pertaining to the safeguarding of data privacy.

African Eloquence 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:

1. Employees of African Eloquence who are required to be informed of the personal information in order to attend to the services supplied and;
1. 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:

1. African Eloquence is entitled to process and store any such Personal Information in the manner set out in African Eloquence Privacy Policy, available on the website <https://africaneloquence.com/>;
2. African Eloquence is entitled and authorised by you to transfer any Personal Information to any of its Operators; and
3. African Eloquence is entitled to store and back-up your Personal Information on its servers.

You confirm that you have read and agree to African Eloquence Privacy Policy and hereby provide your consent to African Eloquence to process your personal information and acknowledge that you understand the purpose for which it is required and for which it will be used.

- **Regulations Laws**

The law of the Republic of South Africa shall govern the relationship between African Eloquence and the guest and the Courts of the Republic of South Africa shall have sole jurisdiction in respect of any claims and/or disputes which may arise between African Eloquence and the guest or Agent.
