



The Other Animals Safaris  
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**SA Registration:** 2011/081898/23

## **TERMS and CONDITIONS (updated 2016)**

### **About us**

The Other Animals cc is a small owner run safari business operating out of the town of Hazyview, Mpumalanga Province in the Republic of South Africa. We offer overnight and day safaris into the Kruger National Park in open safari vehicles. All accommodation has to be pre-booked and paid in full.

### **Use of the Website ([www.theotheranimals.co.za](http://www.theotheranimals.co.za))**

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1. Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
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We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

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We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an e-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

### **Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

### **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### **Product availability**

Reservations made at our accommodation establishments will be subjected to availability as supplied by the relevant reservation office and subject to final confirmation from said reservations office. All reservations are subject to the companies Booking Terms and Conditions.

### **Booking Policy**

When you click to make a payment with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our Booking terms & conditions. You must not make any booking through this site unless you understand and agree to all our terms and conditions. Once payment is made for the booking, it is deemed that you have read and understood the terms and conditions for such booking. If you have any queries please contact us before making any booking or payment for any service through this website.

### **Reservation Processing**

Reservations will not be processed until we receive a confirmed booking and full payment of deposit required.

## **Refunds / Returns Policy**

Should you for any reason wish to cancel your booking you will be liable for a cancellation fee as per our Booking Terms and Conditions. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original reservation.

## **Booking Terms and Conditions**

All bookings amendments and cancellations must be done in writing by e-mail ([info@theotheranimals.co.za](mailto:info@theotheranimals.co.za)).

An enquiry will be treated as a provisional booking on condition adequate information has been provided as follows:

- 1) The configuration of the party
- 2) Required dates
- 3) Nature of the safari required
  - a) Full Day
  - b) Half Day
  - c) Overnight

A provisional booking will only be considered confirmed upon receipt of a deposit and acceptance of these terms and conditions.

## **Terms of Payment**

No overnight bookings can be made and confirmed without payment in full for the accommodation. Bookings for full day or half day safaris will be confirmed with a 50% deposit. The balance of the full day or half day safaris can be settled before the day that the safari commences or in cash after the safari has been completed.

## **Cancellation Policy**

In the event of cancelling the booking, for whatever reason, the following applies:

### Overnight Safaris:

- A safari cancelled more than 60 days prior to the safari will be refunded in full.
- Safaris which are cancelled between 59 and 30 days prior to the safari will be subjected to a 50% cancellation fee
- Safaris cancelled less than 30 days prior to departure will be subjected to a 100% cancellation fee.

### Full Day and Half Day Safaris:

- A safari cancelled 15 days or more prior to the safari will be refunded in full.
- Any cancellation made less than 15 days prior to the safari will be subjected to a 50% cancellation fee – which is effectively 100% of the deposit paid.

Where full or partial refunds are made we reserve the right to take a small fee to cover any administrative costs. This fee will never be more than 5% of the booking total.

All cancellations must be made in writing, via email.

## **Indemnity**

The Other Animals Safaris and its staff accept no liability or responsibility for any damage, injury or loss of any kind whatsoever including but not limited to death, disability, injury, property theft or damage, missed flights, missed accommodation, cancellation of your safari or any other such incident as may arise on your safari.

You are participating on this safari entirely at your own risk.

We recommend that you have adequate health and travel insurance in place to cover any losses incurred while travelling.

## **Disclosure of outlet country at time of payment**

South Africa

Standard Bank

## **Payment Options and Pricing**

- All transactions will be processed in South African Rands (ZAR).
- Your accommodation charge includes VAT at the prescribed rate.
- The Other Animals cc reserves the right to change pricing at any time without prior notice.

## **Credit Card**

We accept MasterCard and Visa credit cards. If you do not have a credit card please utilise one of the other payment options.

A link will be sent to you via email, once you have confirmed your booking. The link will allow you to make a secure online payment using your credit card.

### **EFT (Electronic Fund Transfer)**

One of the most widely used ways of sending money online. If you would like to use this option, our banking details are as follows:

Bank: Standard Bank of South Africa  
Branch Number: 051001  
Account Name: The Other Animals cc  
Account Number: 021638918  
Account Type: Cheque  
SWIFT code: SBZAJJ

### **Direct Deposit**

You may pay for your booking through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Please e-mail a copy of your deposit slip to us at [info@theotheranimals.co.za](mailto:info@theotheranimals.co.za) to ensure your payment is confirmed.

Bank: Standard Bank of South Africa  
Branch Number: 051001  
Account Name: The Other Animals cc  
Account Number: 021 638 918  
Account Type: Cheque  
SWIFT code: SBZAJJ

### **Security Policy**

1. Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
2. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
3. The Merchant does not have access to credit details.
4. Virtual Card Services continually reviews and enhances its security in line with technological changes.

### **Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

### **Law**

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

### **Updating of these Terms and Conditions**

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### **Consent**

I understand that all the designs and trademarks are registered to The Other Animals CC and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or

indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by The Other Animals CC for any civil action or any legal action deemed necessary against me.

**Contact Details**

Physical address where account holder lives:

169 Snake Eagle Road  
Raptors View  
Hoedspruit  
1380

Postal address:

PO Box 1827  
Hoedspruit  
1380

Bank physical address:

187 Panther Street  
Hoedspruit  
1380

Bank postal address:

PO Box 34  
Hoedspruit  
1380

Email address: [info@theotheranimals.co.za](mailto:info@theotheranimals.co.za)

Phone numbers: 079 697 0442 (Frank) / 076 834 5602 (Dianne)

A copy of the ECT Act is available at <http://www.polity.org.za/pol/acts/2002>.