



TERMS AND CONDITIONS

The Glitter Trail is a product of Afrigay Travel (Pty) Ltd, a private company registered in the Republic of South Africa.

Afrigay Travel is unable to guarantee that the information relating to pricing, itineraries and availability will remain unchanged after publication on the website.

Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between you and Afrigay Travel.

1. The Glitter Trail Minimum Requirements

The Glitter Trail Tour is scheduled to take place on the dates specified on the website. There are a minimum of 14 passengers required for the tour to take place. It will be at the discretion of the tour management team should the tour commence with less than 14 passengers. Should a tour not take place due to a shortage of passengers, passengers booked will have the option to change the date of the tour to a different scheduled date, or apply for a refund. Refunds will be subject to a deposit and bank fees and at the discretion of the tour management team.

2. The Glitter Trail Experience

Afrigay Travel will endeavour to provide the full experience as indicated in the marketing collateral and itineraries, and we reserve the right to make changes if and when required, without notice.

For safety and security reasons of our passengers and team, the bus will NOT be branded as it is on the marketing materials.

The drag artist / performer is subject to selection by the management team and will be revealed on the first day of the tour only.

The bus is designed to be fun along the entire journey, and whilst there will be bottomless Cap Classique on board, it is not a traditional party bus, and the driver reserves the right to put rules in place if required, for the safety of all on board.

3. Booking of The Glitter Trail

Bookings, except for late bookings as referred to hereunder, are confirmed on the condition that a non-refundable deposit, as indicated on the booking page is paid to Afrigay Travel within 48 hours of confirmation of your bookings, either through the Wetravel booking page, or directly to Afrigay Travel via wire transfer / EFT.

The balance of the tour must be paid no less than 4 weeks prior to departure. If your booking is made within 4 weeks of departure, the total cost of your travel

arrangements must be paid at the time of booking. Please note that: failure to pay on time will result in the automatic cancellation of your booking.

4. Price Change

The costs associated with the tour are not always stable, and currency movements can fluctuate. It is impossible to predict these movements in advance. As a result, we reserve the right to pass on any fluctuations and surcharges to you. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel and security charges, taxes or fees, or exchange rates applied to the travel arrangements.

Peak season surcharges may apply unexpectedly.

Should the tour reach a capacity of 20 guests or more, the final price will reduce. If the full amount has been paid prior to this, a refund for the difference will be paid to the guest.

5. Methods of Payment

Payment is made via our online booking tool. Should you wish to pay via EFT, please contact us for information on how to do so.

6. Insurance

It is strongly advised that all clients take out adequate travel insurance to cover any illness, worldwide pandemics, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment or missed flights. Afrigay Travel will not be held responsible or liable if the client fails to take adequate insurance cover. Should the insurers dispute their liability for any reason; the client will have recourse against the insurers only. Please note that various credit card companies offer limited levels of travel insurance, which Afrigay Travel does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain specific details of the cover as this is your responsibility.

7. Flight and Other Travel Timings

You are responsible for your own flight bookings. We will provide you with the required date and time of the start of the tour. Your timing will need to coincide with such times. Please allow sufficient time in case of flight delays. The Glitter Trail will not be able to delay departure.

8. Cancellation by You

If you wish to cancel your booking you must advise Afrigay Travel immediately. Please note that you will be liable to pay the following cancellation charges, including but not limited to:

- the value of the non-refundable deposit of 20% of the total booking cost;
- 50% of the total booking cost if cancelled more than 1 month prior to departure;
- 75% of the total booking cost if cancelled 2 – 4 weeks prior to departure;
- 100% of the total booking cost if cancelled within 2 weeks of departure.

9. Our Right to Change the Tour

The tour is based on a set itinerary. Various unforeseen circumstances may force the management team to make changes to the itinerary, hotels, experiences and activities, without prior notice.

10. Passports, Visas and Health

It is entirely the client's duty to ensure that all passports and visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, and proof thereof where required, have been obtained. Passports must be valid for 6 months after return to South Africa. Please check the requirements with us, or your local travel agent, before travelling.

Afrigay Travel will not assume any obligation or liability and the client indemnifies Afrigay Travel against any consequences of non-compliance. It is the client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements.

11. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage or loss, as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may also include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics such as SARS, Coronavirus and the like, fire and all similar events outside our control.

12. Responsibility and Limitation of Liability

Afrigay Travel act accepts no liability whatsoever for any loss, damage, injury, accident, delay, or any other irregularity howsoever arising. We will make every effort to ensure that all the arrangements and services on the tour are carried out as specified in the most efficient and effective way possible. However, we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for errors and omissions of such suppliers.

13. Jurisdiction of the Magistrate's Court

Afrigay Travel (Pty) Ltd falls under South African jurisdiction. Should any matter arise, Afrigay Travel shall be entitled, at its option to institute any legal proceedings arising out of or in connection with this contract in any Magistrate's Court having jurisdiction in terms of Section 29 of the Magistrate's Court Act No 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

14. Legal

This document together with Afrigay Travel's standard booking form and Afrigay Travel's invoice / itinerary constitutes the sole record of the agreement between the parties. No party shall be bound by any representation, warranty, and

promise of the like not recorded herein. Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Afrigay Travel or otherwise that is not included herein. No addition to the Afrigay Travel standard booking conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties. All costs and disbursements, including legal costs on the attorney and own client scale incurred by Afrigay Travel in recovering any damages and payments payable by the passenger to Afrigay Travel shall be for the passengers' account. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.

15. Marketing

Afrigay Travel reserves the right to use any and all photographs, videos, social media posts or any other collateral created on the tour, in their own marketing efforts. No compensation will be paid to any person visible in the footage used.

16. COVID-19

Please take note that we are unable to provide any advice relating to the COVID-19 virus and therefore shall not be liable for any loss or damage directly or indirectly caused by COVID-19, and shall not be liable for any damage, losses and expenses suffered as a result of sickness, quarantine, weather conditions, or any other cause outside our control. It is the travellers responsibility at all times to ensure that they are compliant with all the applicable Government regulations under the Disaster Management Act for COVID 19 https://www.gov.za/sites/default/files/gcis_document/202004/43199rg11078-gon446.pdf. Afrigay Travel will not be held liable for anything should you fail to adhere to these regulations.

17. Protection of Personal Information

By making a booking for The Glitter Trail on our online booking portal, you authorise Afrigay Travel to collect your Personal Information as it is deemed relevant for us to provide you with your travel requirements. Afrigay Travel is committed to the adherence of national legislation and regulations pertaining to the safeguarding of data privacy and shall use information provided by you to perform our services. You confirm that we may share your personal information with the following, who have an obligation to keep the personal information secure and confidential:

1. Employees of Afrigay Travel who are required to be informed of the personal information in order to attend to your travel requirements;
2. 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 the POPI Act.

You therefore acknowledge and warrant that:

- Afrigay Travel is entitled to process and store any such Personal Information in the manner set out in Afrigay Travel's Privacy Policy;
- Afrigay Travel is entitled and authorised by you to transfer any Personal Information to suppliers , relevant to your booking or enquiry.
- Afrigay Travel is entitled to store and back-up your Personal Information on its servers.