

SERENE VISTAS TRAVEL
TERMS AND CONDITIONS OF USE

Last updated: 15 May 2025

1. Introduction and Legal Terms

By accessing or using our website, <https://serenevistastravel.com>, or any related platform or application (collectively, "**the Platform**"), or any of our services, you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein ("**Terms**"). All rights in and to the content of the Platform always remain expressly reserved by Serene Vistas Travel (Pty) Ltd ("**Serene Vistas Travel**").

These Terms explain the terms and conditions applicable to how you will use the Platform and our services. Please read these Terms carefully before using the Platform or our services. We will assume you have read and understood these Terms if you continue to access or make use of our Platform or our services.

Please pay specific attention to the **BOLD paragraphs** of these Terms. These paragraphs limit our risk or liability, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify us or is an acknowledgement of any fact by you.

The terms "user", "you" and "your" are used interchangeably in these Terms and accordingly refer to anyone using the Platform or our services for any reason whatsoever. Accordingly, the terms "us", "our" or "we" refers to Serene Vistas Travel or our possession.

2. Our Services

What We Offer

We are a travel agency that provides the following comprehensive and personalised services in and around the Hoedspruit area in South Africa:

- Providing travel consultations;
- Providing local knowledge and suggestions;
- Preparing personalised travel itineraries;
- Finding and booking of flights;
- Finding and booking of transport;
- Finding and booking of accommodation;
- Finding and booking of activities and experiences;
- Providing on the ground support; and
- Any other services made available by us from time to time,

(collectively, "**Services**").

Service Disclaimer

Users understand and agree that Serene Vistas Travel is only a facilitating agent and any liability stemming from the relationship between any user and any third party service provider lies exclusively between them, and not with Serene Vistas Travel.

3. Registering a Profile with the Platform

Creating a Profile: To join our Platform and/or make use of certain of the Services, we may require you to create a profile with us. We ask you to provide us with all the requested information in the on-boarding process.

Accurate Information: When signing up to and/or making use of our Platform and our Services you agree to provide accurate, current, and complete information and to update this information

as and when it changes. To protect your privacy and security, we take reasonable steps to verify your identity by requiring your password together with your email address to grant you access to your profile and information. Please update your information yourself through your profile or contact us to view or change your personal information provided.

Warranty: By sharing your personal information with us, you warrant that the person using the Platform or our Services is you or you have the authority to act on behalf of a juristic entity and on behalf of any other person for or in respect of whom and Services are procured. You are responsible for the information you provide, and all the actions taken on the Platform. Please see our Privacy Policy for more details on how we use and process personal information.

Unlawful Access: Please let us know if you have reason to believe that your profile is no longer secure (for example, in the event of a loss, theft or unauthorised disclosure or use of your username, password, or any payment card information) to avoid possible liability for any unauthorised charges to your account.

4. Service Process

Free Use: You are welcome to browse our Platform for free without needing to create a profile. Free access means that you will have limited access to features and functions of the Platform.

Initial consultation: Upon receiving a request through our Platform or otherwise, we may set up an initial consultation with you to discuss your travel plans, details, preferences and requirements. This consultation will be free of charge.

Quotation: After an initial consultation, we may provide you with a quotation contained a written fee estimate for the relevant Services and bookings specified therein. In this regard, please note the following:

- The quote will include the estimated cost for each specified Service as well as our service charge (being a specified percentage of the cost of the other Services).
- The quote may include an additional fee if you have selected the 24 hour on the ground support option.
- Each quote is an indicative estimate only and does not guarantee the availability of any services or bookings specified therein or the estimated prices specified therein.
Accordingly, we cannot and do not undertake or guarantee any services/charges specified in any quote.
- The quote does not include bookings or services not specified therein.
- Unless otherwise stated therein, all amounts will be exclusive of Value-Added Tax (VAT) which will be added thereto where applicable.

Acceptance and Deposit: Upon acceptance of any quotation, you are required to pay an upfront deposit of at least 50% of the total quoted amount (plus VAT where applicable). For the avoidance of doubt, payment of the deposit will constitute acceptance of the quote and an instruction by you for us to proceed to book the specified services on your behalf and as your agent. Upon acceptance of any quote we will commence booking the specified services. We will not make payment to or book any services from third parties until the deposit has been received.
Depending on the cost and nature of the Services, we may require a deposit greater than 50% (and up to 100%). In such cases this will be specified in the quote.

Agency Appointment: You acknowledge and agree that, in procuring the services of any third party, we act as your agent and are authorised to enter into agreements on your behalf with third-party service providers for the purpose of arranging and securing the specified services. **You further acknowledge that such agreements will create binding obligations between you and the relevant service providers and that we do not accept any liability for the acts, omissions or performance of such third parties.**

Required Information: You agree to promptly provide us with all information and documents we request in relation to yourself and all travellers, including copies of passports, visas and any other relevant travel or identification documents. You acknowledge that any delay or failure in providing the requested information or documents may hinder our ability to perform the Services or to make

bookings on your behalf. We will not be liable for any delay, failure to perform, or changes in pricing or availability resulting from your delay or failure to provide such information. We will use reasonable efforts to give you at least 24 hours' notice of any required information or documents.

Revised Charges: In the event that, after any quote has been accepted, it transpires that any specified service is no longer available or the charge therefor has changed, we will inform you thereof and obtain your approval for any revised charge before booking such service. Our service charge (as a percentage of total charges) will be accordingly adjusted based on the change in total cost. In the event that the service is unavailable or that you do not accept any revised charge, such service shall be excluded from the quote. Any such exclusion shall not affect the other Services or bookings already accepted under any quote.

Balance Payable: All remaining charges specified in any quote (together with any increased revised charges) must be paid to us by no later than 7 (seven) calendar days before the date of arrival in the Hoedspruit area or surrounds or by no later than 7 (seven) calendar days before the commencement of the first service to be performed in time (whichever is earlier).

Cancellations and Refunds: Unless otherwise expressly indicated in any quote, the following shall apply in the event that you wish to cancel or change any services:

- After acceptance of any quote, our service fee is non-refundable notwithstanding the cancellation or change of any quoted service.
- Should you wish to make any changes to any service, we will attempt to arrange the necessary change but we cannot guarantee that any change will be possible. Any change may be subject to revised fees which will be communicated to you. Our service fee will also be accordingly increased should the total service charge increase but will not be reduced if the total service charge decreases. An additional deposit may be required to secure the requested changes.
- Should you cancel any third party service after acceptance of any quote, we will facilitate cancellation of the relevant service with the third party service provider but you will remain liable to pay us any amounts payable to any third party service provider upon such cancellation. You undertake to pay all such amounts to us on demand (even if earlier than the original service fee due date) failing which interest shall accrue thereon at the maximum rate permitted by law from the date of such demand until payment is received in full.
- Any deposit received by us is non-refundable unless we, in our sole and absolute discretion, determine that no further amount is owing to any third party service provider in respect of any cancelled service, in which case we may refund such portion of any deposit as is no longer required to satisfy any such third party liability. For the avoidance of doubt, before any portion of such deposit is refunded, our full service charge (together with VAT where applicable) shall be deducted therefrom.

Payment: All payments hereunder may be made in the method specified in the quote (which may include through the approved payment gateway on our Platform). All payments shall be made free of deduction, set-off or withholding.

Invoices: You will receive an invoice for any payments made.

Limitation of Use: Your right to use our Platform and Services is subject to any limits we or your credit card issuer may establish. If payment cannot be charged to your payment card or a charge is returned for any reason, including chargeback, we reserve the right to either suspend or terminate your account and access to the Platform and Services.

Service Provider T&Cs: Where any third party service provider in relation to any booked services provides us with any terms and conditions applicable thereto, we will send such terms and conditions to you. It remains your sole responsibility to ensure that you have received, read, understood and accepted the current applicable version of any third party's applicable terms and conditions.

On the Ground Support: Our on the ground support service during ordinary office hours is included in our service fee to users who have accepted quotes. If you wish to extend the support

service to 24 hour support for emergencies and after-hour support, an additional fee will be applicable which can be discussed in our initial consultation and added to your quote. We are available to provide local recommendations and assistance with regard to bookings. We reserve the right to charge for any additional bookings, services or amendments requested. The above terms shall apply in respect of any such charges. For the avoidance of doubt, such charges may be quoted and accepted telephonically.

5. Responsibilities and Warranties

Platform Warranties: by using the Platform and/or the Services, you warrant that -

- you have read and agreed to these Terms and will use the Platform and Services in accordance with them;
- you have not made any misrepresentations and the information provided in the registration process and/or during the use of the Platform or the Services about you, your company, any other persons and/or your/their status is true, accurate and complete in every aspect;
- you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;
- you lawfully possess and submit all information to Serene Vistas Travel for the use of the Platform and the Services and hereby indemnify Serene Vistas Travel against any third-party claims that may arise due to the processing of the information shared by you with Serene Vistas Travel;
- where you use our Services on behalf of your company or organisation, you warrant that you have the authority and consent to sign-up to our Platform and Services and share personal information with us and indemnify Serene Vistas Travel against any third-party claims that may arise in respect the sharing of personal information;
- you will not post, upload, replicate or transmit any abusive content on the Platform that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Platform or our Services;
- you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;
- you will not infringe the intellectual property or other rights of any third party or the Platform or transmit content that you do not own or do not have the right to publish or distribute;
- you will not use the Platform for any commercial purpose other than as expressly provided for herein;
- you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- you will not facilitate or assist any third party to do any of the above,

failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing Serene Vistas Travel to manifest all of our rights in the case of breach, including but not limited to denying you access to the Platform/Services, reporting your actions to an applicable authority or instituting legal proceedings against you.

Connected Devices: The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform. We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.

Access to Platform in Breach: Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform where we believe (in our sole reasonable discretion) that you are in breach of any of these Terms.

6. **Data Processing**

We will store and process all data you provide to us when signing up to our Services and through your account and when using the Services, in accordance with applicable data protection legislation (including the Protection of Personal Information Act 4 of 2013 (“**POPIA**”)) and our Privacy Policy.

You hereby grant us the right to use and process your data as a responsible party and/or an operator (as defined under POPIA) for the purpose of providing our Services to you. We will process, store and maintain your data for such period of time necessary to provide our Services to you as our customer.

Please see our Privacy Policy for more information on how we process personal data.

7. **Messages and Advertising**

Data Messages between You and Serene Vistas Travel

Data messages, including email messages, you send to us will be considered as received only when we acknowledge or respond to these messages.

Data messages we send to you will be regarded as received when the data message enters your email sever inbox and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

Hyperlinks, Deep Links, Framing

The Platform may include links to other websites (“**other sites**”). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content.

Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

8. **Intellectual Property**

Our IP: All website layout, website content, material, illustrations, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, (“**the intellectual property**”) are owned (or co-owned or licenced, as the case may be) by Serene Vistas Travel, our shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

Itinerary Licence: All copyright and other intellectual property in relation to any Service, including (without limitation) any itinerary or other product thereof, is strictly reserved and remains our sole and exclusive property. Against payment of the relevant service charges therefor, and subject to adherence to the Terms, we grant you a personal, non-exclusive, non-assignable and non-transferable license to use such itinerary or product solely for the purposes of making use of our Services.

User submitted IP: All rights to any intellectual property you provide to us will remain with you, but for which you have provided us with a non-exclusive, non-transferable licence to use such intellectual property to provide you with our Services including the use of our Platform.

No Modification of IP: Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform or arising from the Services are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our written consent first being granted, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, we and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

Updates: We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform/Services, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

Third Party IP: Where any intellectual property has been licensed to us or belongs to any third party, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

User License: Subject to adherence to the Terms, we grant to you a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information on any machine of which you are the primary user. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without our prior written permission.

9. **Indemnities and Disclaimers**

Disclaimers

The Platform and Services, including intellectual property appearing therein, are provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform or the Services.

All content, information, and/or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not Serene Vistas Travel. While we make every reasonable effort to present such information accurately and reliably on the Platform we do not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.

Serene Vistas Travel, its shareholders, directors, employees, and partners, accept no liability whatsoever for any loss, whether direct or indirect, or consequential, arising from or in connection with:

- **information made available on (or by means of) the Platform; and/or**
- **any failure by any third party service provider with whom a booking is made to perform or make available any of the specified services or any other breach, act or omission of any such third party. The user expressly acknowledges that Serene Vistas Travel is merely the booking agent. Any claim the user may have against such third party shall be between the user and such third party and shall not involve Serene Vistas Travel. The user acknowledges that the third party's terms and conditions may be applicable in this regard.**

Serene Vistas Travel, its shareholders, directors, employees, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the

facilitation and offering of the Services, and access to, or use of, the Platform in any manner.

We take reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform offline. However, we do not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.

Indemnities

You indemnify and hold harmless Serene Vistas Travel, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services in any way.

You agree to indemnify, defend, and hold Serene Vistas Travel, its shareholders, employees and partners harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your breach of these Terms.

This clause will survive termination of these Terms.

10. **Dispute Resolution**

Disputes between you and Serene Vistas Travel

Negotiation - Should any dispute, disagreement or claim arise between you and Serene Vistas Travel concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind within 10 calendar days of a demand.

Arbitration - If the dispute is not resolved after such negotiation, either party may refer the dispute to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("**AFSA**"), with an arbitrator selected by AFSA.

Jurisdiction - Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African Court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

No publication - The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

Disputes between Users and Third Parties

Private Dispute: Should a dispute arise between a user and any third party service provider, said dispute is between these parties exclusively. Serene Vistas Travel is not responsible for fulfilling any function in any way or engaging in the dispute in any way.

Notification: Notwithstanding the above, the user must inform Serene Vistas Travel of the dispute for Serene Vistas Travel to log the issues experienced, and to try assist both parties in whatever way it deems fit but is under no obligation to do so.

11. **Termination of Use**

IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR PLATFORM AND SERVICES IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.

If you wish to terminate your agreement with us and these Terms, you may do so by closing your account and ending use of our Platform. Such termination will however not have any effect on

the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

In the event of termination of your agreement with these Terms we will remove you from the Platform and delete your profile.

12. **Notices and Service Address**

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of Serene Vistas Travel, at Info@serenevistravel.com; or
- in the case of the user, at the e-mail address, cell phone number, and/or physical address provided when registering with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) calendar days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

13. **Company Information**

- **Site owner:** Serene Vistas Travel (Pty) Ltd
- **Legal status:** Private Company
- **Registration number:** 2025/214020/07
- **Description of business:** Travel Agency
- **Platform address:** <https://serenevistravel.com>
- **Email address:** Info@serenevistravel.com
- **Registered address:** 32087, Matsikitsane, Acornhoek, Mpumalanga, 1360
- **Postal address:** P.O. Box 1142, Acornhoek, Mpumalanga, 1360

14. **General**

Relationship Between the Parties - The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency or the like between them (except to the extent expressly stated herein). No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party (except to the extent expressly stated herein). The parties expressly record that the user appoints Serene Vistas Travel as its agent for purposes of procuring and booking the agreed services with third parties.

Force Majeure - If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned.

Change Without Notice - The Platform and these Terms are subject to change by us without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform or communicate them to you. Your continued access or use of the Platform or our Services constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

Entire Agreement - This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated above ("*Change Without Notice*"), no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.

No Indulgence - No indulgence, leniency or extension of time granted by Serene Vistas Travel shall constitute a waiver of any of Serene Vistas Travel's rights under these Terms and, accordingly, Serene Vistas Travel shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against any user which may have arisen in the past or which might arise in the future.

Importation of Words - Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts, and bodies corporate, and *vice versa*.

Headings as Reference - The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law - Your access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Failure to Pay - In the event of a user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Serene Vistas Travel in relation to the payment failure or breach.

Severability - Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision - No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the "*Severability*" provisions above.

Third Party Benefits - Third parties may accept and enforce the benefits of these Terms to the extent expressly provided, but only with the written consent of Serene Vistas Travel. Nothing in these Terms grants any other rights to third parties beyond those explicitly stated.