

## Terms & Conditions

### GENERAL INFORMATION

1. With Love, Africa (Pty) Ltd is operated under license (Reg. No. 2026/094237/07, Tax No. 9460256234).
2. With Love, Africa (Pty) Ltd is a member of SATSA (member #) (Still to be implemented)
3. With Love, Africa (Pty) Ltd is a member of ATTA (member #) (Still to be implemented)
4. With Love, Africa is an authorised reseller of all products listed on this website. In particular it is an authorised reseller of products in which it has a binding tour operator agreement.
5. Currency and merchant outlet country - transaction Currency is ZAR (South African Rand). The merchant outlet country at the time of presenting payment options to the cardholder is South Africa.
6. Users may contact With Love, Africa by sending an email to [helpmeplan@withloveafrica.com](mailto:helpmeplan@withloveafrica.com) or by using the 'Contact Us' button on the website.
7. With Love, Africa may, in its sole discretion, change this agreement or any part thereof at any time without notice.
8. With Love, Africa chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature: Forest Drive, Somerset West, 7130
9. With Love, Africa operates as a guide to enable users to find, book and pay for accommodation and packaged tours. With Love, Africa thus acts as an advertising medium for these services and facilitates payments through the use of a payment gateway. However, the contract is based on an offer by the establishment which is accepted by the guest and therefore exists legally between these two parties. With Love, Africa's responsibility with regard to any transaction is to assist both parties to agree on a booking, to receive payment from the guest for the required amount, to pass such payment to the establishment/operator after deducting agreed commission and to provide the guest with a reservation reference number, if applicable. The commission is only earned and brought to account once the client's arrangements have been completed.

10. With Love, Africa is also responsible for providing support to users of the website by means of the 'Contact Us' button. In the event of a dispute between the guest and the establishment/operator, With Love, Africa will assist in resolving such dispute. With Love, Africa does not, however, underwrite or guarantee bookings between the guest and establishment/operator or the accuracy of the information portrayed by the establishment/operator or in its quote. In the event of any dispute between guest and establishment/operator, With Love, Africa will assist with the resolving of such disputes but is not liable to either party for any claims, damages or refunds of any type.

## DISCLAIMER

1. All information and systems are the property of With Love, Africa (Pty) Ltd. Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither With Love, Africa nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website. Furthermore, With Love, Africa makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to [lane@withloveafrica.com](mailto:lane@withloveafrica.com).
2. Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of With Love, Africa and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.
3. The establishment owner and/or operator agrees that guest comments can be published on the establishment listing by guests who have stayed at the establishment and further agrees that With Love, Africa is not liable or responsible in any way for the verification or accuracy of any guest comments made.
4. In terms of these standard trading conditions, and any contract/s concluded pursuant hereto, With Love, Africa acts as agent only for and on behalf of the client in procuring the services. As such, With Love, Africa shall procure the services for and on behalf of the client as agent for it with relevant third party service providers concerned. With Love, Africa shall, under no circumstances, be liable for the acts and omissions of the relevant third party suppliers concerned.

5. Neither With Love, Africa nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any services sold by With Love, Africa.

#### PAYMENT METHODS- (In the process of setting up)

1. *Card payments (Visa / Mastercard / Amex)*

All online card transactions on With Love, Africa (operated by **TurnStay (Pty) Ltd**) are handled by third-party payment gateways that are certified to PCI DSS Level 1.

- Your card details travel over a TLS 1.2-or-higher encrypted connection straight to the gateway; With Love, Africa / **TurnStay** never stores or transmits full card numbers or CVV codes.
- We keep only a token and the last four digits so you can recognise the card on future bookings.
- Your bank may prompt you to authenticate the purchase via 3-D Secure (EMV 3-DS)—for example with a one-time passcode, banking-app approval, or biometrics.

#### *When we charge your card*

Your card is charged only after you have (a) received a written quotation from With Love, Africa and (b) accepted it while it is still valid. Once payment is successful, the offer and acceptance form a binding contract and the establishment will issue written confirmation.

#### *Electronic Funds Transfer (EFT) / International Wire*

Please remit the exact quoted amount no later than seven (7) calendar days before the quotation expires so that funds clear in time.

Account holder: **With Love, Africa (Pty) Ltd**

Bank: **Nedbank – Somerset West (Branch 025109)**

Account number: **1336219211**

SWIFT / BIC: **NEDSZAJJ**

Reference: *Your With Love, Africa quotation number*

All amounts are payable in the currency shown on your quotation, and all bank charges must be borne by the sender.

With Love, Africa is not responsible for delays caused by intermediary banks, currency conversion, or incomplete references.

## 2. *Payment & Personal Data (notice under POPIA / GDPR)*

Card information is processed securely by PCI DSS-compliant payment providers. With Love, Africa / **TurnStay** does not store or process card data on its own systems unless fully authorised and compliant with all applicable standards.

**TurnStay** collects limited personal information—name, email address, and phone number—solely to (a) communicate about your booking, (b) deliver the requested services, and (c) meet legal or accounting obligations. This data is stored securely and shared only with:

- the payment gateway (to process the transaction);
- service partners (e.g., lodges) that require guest details to honour your reservation;
- regulators or authorities when legally compelled.

For full details of how we handle personal information, please see our [Privacy Policy](#).

## 3. *Security & liability*

With Love, Africa employs industry-standard encryption on every page and maintains ongoing PCI DSS compliance reviews. While we will assist with any payment disputes, the payment gateway is solely responsible for card-holder-data security once your information has been submitted. With Love, Africa is not liable for processor outages or banking delays beyond its reasonable control, except where prohibited by applicable law.

## DEPOSITS

1. To confirm a reservation, a minimum deposit of 30% of non-flight arrangements plus the full cost of air travel is required. This amount will be adjusted if specific suppliers require a higher deposit or full settlement.
2. Upon cleared payment, the guest has effected delivery and a confirmation reference is issued. Delivery by the establishment occurs when the guest physically takes up the accommodation.
3. Applicable cancellation policies are displayed on every quotation, with refund implications detailed under CANCELLATION TERMS.
4. For South African residents, VAT at 15% is levied on the taxable portion of the booking.

## CANCELLATION TERMS

1. **Our Cancellation Policy is as follows:**
  - *Flights are non-refundable.*
  - Cancellation prior to 61+ days of travel – 25% of total cost is forfeited.
  - Cancellation prior to 60 - 31 days of travel – 50% of total cost is forfeited.
  - Cancellation less than 30 days prior to travel – 100% of total cost is forfeited.
2. Please note that at certain times of the year and for certain of our suppliers, cancellation policies may be more stringent than our above policy and therefore the company holds the right to forward such additional charges onto the client should such an instance occur.
3. With Love, Africa will make every effort to avoid misquotation, however if we have made an obvious error or omission which leads to a material cost implication we reserve the right to cancel a reservation without liability or penalty, or to allow you to make a top up payment to accommodate for such error or omission.
4. With Love, Africa reserves the right to levy a 5% admin charge on credit card and bank transfer refunds due to cancellations.

Cancellations are subject to the terms of both With Love, Africa and our third-party suppliers.

Where these policies differ, the stricter of the two will apply. The stricter policy is defined as the

one with the earliest cancellation deadline or the highest cancellation penalty. For example, if a supplier requires notice of cancellation more than 90 days before travel, while our policy requires 61 days, the 90-day deadline will take precedence.

#### ITINERARY MODIFICATIONS AFTER DEPOSIT

1. Your deposit confirms the key components of your itinerary (dates, destinations, and accommodation).
2. After it is paid, we will make every effort to accommodate minor adjustments (e.g., dinner reservations, spa appointments) without an administrative fee, subject to supplier availability.
3. Major modifications, defined as any change to travel dates, locations, hotels, or number of travelers, will incur an administrative fee of R1,000 per change, plus any costs passed on from our suppliers.

#### GOVERNING LAW / LEGAL JURISDICTION

1. This site is managed, controlled and operated from the Republic of South Africa and is therefore governed by South African law.
2. Any and all With Love, Africa services and products are performable and/or sold in South Africa, and you irrevocably agree that any cause of action you may submit will be filed in Cape Town, South Africa which will be the venue of any legal dispute. You also agree that any dispute will be governed by the laws of South Africa.

#### PRIVACY & SECURITY

1. We are committed to protecting your personal information and ensuring the security of our digital platforms.
2. The collection, use, and protection of your personal data are governed by our Privacy Policy. By agreeing to these Terms & Conditions, you acknowledge that you have read and consent to the terms of our Privacy Policy.

3. Specific security measures related to payment processing are detailed in the 'Payment Methods' section of this agreement.

## USER GENERATED CONTENT

1. When customers share content with our consultants or other company employees, such as photographs or reviews from a trip (collectively, "User Content"), we may wish to feature this content on our website or social media channels for marketing and promotional purposes.
2. In such cases, we will contact you directly to request your explicit permission before your User Content is used. This request will typically be made via the same channel you used to share the content (e.g., WhatsApp or email).
3. Please be aware that sharing User Content with an employee does not grant us automatic permission to use it. We will never use your User Content publicly without your specific, documented consent.

By granting such permission, you provide With Love, Africa (Pty) Ltd with a non-exclusive, worldwide, royalty-free license to use and display the specified User Content on our marketing channels. You also confirm that you are the copyright holder of the User Content and have the right to grant this license.

## CHILD POLICY

1. Children of 12 years and older will be considered adults and be charged the appropriate rates.
2. Some establishments offer a discounted rate for children under the age of 12 years, though this will be advised depending on the supplier.
3. Depending on the supplier, children under the age of 12 may be unable to take part in certain activities, or even not allowed at the establishment. It is the responsibility of guests to confirm these details before confirming any bookings.

## VACCINATIONS, HEALTH, PASSPORTS

1. The guest must be aware of malaria, yellow fever, and other diseases when travelling in Africa. The advice of a qualified medical practitioner should be followed and With Love, Africa will accept no responsibility for inadequate medical or health requirements.
2. Guests should be medically fit and able to embark on any trips booked through this website. Any medical conditions need to be explicitly raised prior to travel, and the guest accepts responsibility for any necessary medicine or provisions.
3. It is the guest's responsibility to ensure that all necessary passport or visa information is taken care of. With Love, Africa will not be held accountable for any costs incurred due to complications that may arise due to incomplete passport, visas or medical certificates.

*Please see each lodge's fact sheet for exact age limits and vaccine requirements.*

## VARIATION OF THESE TERMS

1. No variation of these standard terms and conditions will be accepted unless present in a written document, signed by a director of With Love, (Africa Pty) Ltd.