

Reg No: 2005/134548/23 | VAT No: 4160224186 Tel: +27 (010) 612 6565 | <u>www.clsa.co.za</u>

### **Booking Terms and Conditions**

- 1. Rates are nett and non-commissionable.
- 2. Rates are subject to change without notice.
- 3. Quotations and invoices for South Africa are issued in Rand (ZAR).
- 4. Quotations and invoices for other countries are issued in US Dollars (USD).
- 5. All quotations are subject to accommodation availability at the time of the booking.
- 6. This is a quotation only and no booking is being held.
- 7. Accommodation rates are based on a shared basis (per person sharing). Single accommodation can be quoted when requested.
- 8. Cardinal reserves the right to release accommodation bookings held should payment not be received by the dates stipulated.
- 9. All items not mentioned in the quote are additional and for the clients own account.
- 10. Please note that WI-FI connections at hotels or lodges are unsecured, therefore access to the internet is at your own risk.
- 11. Cardinal is not responsible for the settling of bar bills, purchases, telephone calls, laundry, spa treatments or any items of a personal nature. This is for the clients own account and is to be settled prior to check-out.
- 12. Payment is strictly by EFT on confirmation of a booking.
- 13. The images, information and itinerary may differ from the presentation information.
- 14. A Covid 19 negative test result will be required 72 hours or less when entering South Africa.
- 15. On arrival guests will be required to download the Government Covid 19 App when entering South Africa.
- 16. E&OE

#### Travel Insurance:

- Comprehensive travel insurance must be taken out by each guest prior to confirming a booking.
- Such insurance must be valid for the duration of your trip.
- Guests must ensure that adequate and comprehensive travel insurance is in place which must cover the visitor against all risks including but not limited to cancellation, curtailment and default, damage, delay, evacuation, medical treatment, hospitalization, illness, inconvenience, injury, loss, repatriation and theft.
- Cardinal is not liable for any of these events under any circumstances.
- Cardinal shall not be held liable for any Force Majeure events beyond it's reasonable control, including but not limited to acts of God, exclusions, flood, fire, accident, war or threat of war, sabotage or civil disturbance, the occurrence of which may result in the cancellation of travel.
- Some areas which may be visited are remote and it is therefore vital that all guests are covered for emergencies and other unforeseen circumstances. Cardinal is not responsible or liable for any guest travelling without comprehensive insurance.
- The applicable cancellation policy applies should a guest fail to start their journey or itinerary for any reason including airline delays or missed connections. Please ensure adequate travel insurance is in place for such an occurrence.
- Passengers undertake all activities associated with their itinerary at their own risk and are responsible for their own insurance in respect of themselves and their property. We advise passengers to take out the relevant insurance. Cardinal will not be liable if a client should fail to take comprehensive insurance cover.

# Payments & Deposits:

- 1. Provisional bookings will be held for 7 calendar days.
- 2. Bookings will only be confirmed upon payment of a 25% non-refundable deposit.
- 3. All bookings are to be accompanied by a signed and dated quotation and terms & conditions contract.
- 4. The balance of payment is due 60 days before date of travel.
- 5. Bookings confirmed 60 days or less before date of travel require payment to be made in full.

# **Cancellation Policy:**

Should any confirmed booking be cancelled, the following cancellation fees will apply:

- 90 days before departure: 25% non-refundable deposit is forfeited
- 60 days before departure: 50% of the price is forfeited
- 30 days before departure: 100% of the price is forfeited
- Amendments made to bookings within the cancellation period will attract the same fees as the above cancellation policy.
- Amendments after documents are issued, regardless of how far in advance, are subject to a charge of 25% of the value of the booking.
- Cardinal reserves the right to cancel all bookings in which case a full refund of the total invoice amount will be made in full and final settlement of the matter.
- Cardinal recommends that all guests purchase additional adequate travel insurance to cover cancellations due to unforeseen circumstances. Cancellations must be received by Cardinal in writing as an email.

# Medical Considerations & Health

- Please consult your medical practitioner or your preferred travel clinic to establish what precautions and/or vaccinations are required for the destinations you will be visiting, including but not limited to Malaria and Yellow Fever.
- A Covid 19 negative test result will be required 72 hours or less when entering South Africa.
- On arrival guests will be required to download the Government Covid 19 App when entering South Africa.
- The client acknowledges an awareness of the proposed itinerary and confirms that he or she is medically fit, in good physical and mental health and is able to embark on the tour. Any client with a pre-existing medical condition or illness must declare the true nature of such conditions to Cardinal before the commencement of the tour
- The client acknowledges that he/she may be entering malaria-infected areas and acknowledges that he/she has been advised to take reasonable anti-malaria precautions.

# **Itinerary Alterations – Unscheduled Extensions/Delays**

- Once a hotel reservation has been confirmed, we reserve the right to substitute the hotel with a similar hotel.
- In the unlikely event of there being an unscheduled extension to the holiday itineraries after departure, due to circumstances such a flight delays, bad weather conditions or anything else beyond the control of Cardinal, it is agreed that additional expenses incurred, will be for the account of the passenger / client. Cardinal will not be liable for consequential damages of whatsoever nature or cause.
- Cardinal strongly advises all clients to take out comprehensive travel insurance before confirming bookings.

# Refunds and Unused Services

• No refunds will be made for no-shows or any unused services.

### Responsibility, Liability & Insurance

- It is agreed that Cardinal is independent of the local and international ground operators, airlines and service providers.
- Cardinal shall bear no liability whatsoever for any loss, damage, injury [fatal or otherwise], accident, delay or any other irregularity whatsoever, howsoever arising and from any cause whatsoever.
- While Cardinal endeavours to ensure that all the arrangements and services connected with a client's itinerary will be carried out as specified and/or efficiently, Cardinal do not have direct control over the provision of services by the suppliers and shall bear no liability whatsoever for any fault, errors and omission (E&OE) of such suppliers.
- The client agrees and confirms that Cardinal will not be liable or responsible for any damages of whatsoever nature (including but not limited to any personal injury, death, loss of support and/or damage to property) that the client may sustain arising from any cause whatsoever, including but not limited to negligence.
- The client further binds his/hers dependents, heirs, executors, administrators and assigns to the standard terms and conditions of the agreement and undertakes to indemnify and hold Cardinal harmless from any and all claims (specially including but not limited to claims for personal injuries, loss or damage to property, medical expenses, funeral and related expenses) of whatsoever cause or nature which may arise by his/hers spouse, life partner, children and/or dependents who suffer any damages of whatsoever nature or cause, including but not limited to personal injury, death and or loss of support and or property damage;

### Passports, Visas, Vaccinations & Child Travel

- It is the client's responsibility to ensure you and all those traveling with you have a valid Passport and any necessary Visas, that you comply with the necessary child-travel documents and have obtained any necessary Vaccinations to gain entry to any country you are visiting and to re-enter South Africa. Passport and visa regulations and health requirements can change at any time, therefore, we recommend that you check Passport/Visa requirements with the Embassy or Consulate of the country you intend to visit and that you consult your GP or the Department of Health regarding health requirements.
- Cardinal accepts no liability whatsoever should you, or any member of your party, travel without the correct Passport, Visas or necessary Vaccinations. As a guideline, passports should be valid for 6 months after your scheduled return home. Cardinal shall not be liable in any way if a guest fails to take the necessary medical precautions or obtain the necessary Visa, or if a guest is denied entry into South Africa for any reason whatsoever.

#### **Amendments of these Conditions**

• No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and Cardinal.

#### Jurisdiction of the Magistrate's Court

- Cardinal shall be entitled, at its option, to institute any legal proceedings arising from or in connection with this agreement in any Magistrate's Court having jurisdiction in terms of Section 29 of the Magistrate's Court Act No. 32 of 1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.
- The relationship and the agreement between the client and Cardinal shall be governed by South African Law, subject to the jurisdiction of the South African Courts to the exclusion of all other jurisdictions.

Thus sign at	on this	_day of	20
Witness:	Name & Sur	name	
	Capacity		

By signing the quotation you agree to have read, understood and accept all Cardinal Terms & Conditions.

Please complete information below and email back to viv@clsa.co.za

Full Name:		
Passport:		
Signature:		
Date of Acceptance:		
Invoicing Details:		
Company Name:		
Postal Address:		
VAT Number:		
Telephone Number:	Fax No:	
Email Address:		
Order Number – If Applicable:		