

Landscape Tours

Customer Terms and Conditions

1. PAYMENTS FOR TOURS

- 1.1. After a customer has booked for a tour, Landscape will send him/her a pro forma invoice for the full cost of the tour, itemising any costs not included in the tour price (e.g. flights and travel insurance).
- 1.2. A deposit of 30% of the tour price, excluding airfares and travel insurance (based on the pro forma invoice charges), must be paid by the customer, to secure the reservation.
- 1.3. The customer must pay the balance of the tour price at least 60 days prior to departure.
- 1.4. If the tour includes flights, then 100% of the estimated airfare costs (based on the pro forma invoice) must be paid in advance.
- 1.5. Failure to pay amounts by due date may be deemed by Landscape to represent an effective cancellation of the tour reservation and will then be subject to cancellation fees.

2. TOUR FEE INCREASES

- 2.1. Landscape reserves the right to revise its charges to the customer due to fluctuations in prices of applicable air or train fares, or in the rate of VAT, after the date of the pro forma invoice sent to the customer.
- 2.2. If the tour price is quoted by Landscape in a foreign currency and the customer wishes to pay in Rand, pro forma invoice charges will be converted to Rand at the date thereof. Any payments made in respect of pro forma invoice charges within 7 days thereof will not be subject to any charges for subsequent exchange rate fluctuations. Late payments and subsequent pro forma invoices will be converted to Rand using exchange rates ruling at the date thereof.
- 2.3. If the tour price is quoted in Rand, customers paying in foreign currencies will be required to settle the Rand value of the pro forma invoice charges in full.
- 2.4. Forex bank charges will be for the customer's account.

3. CANCELLATIONS

- 3.1. If a customer needs to cancel his/her reservation, Landscape must be notified in writing as soon as possible. If this is due to medical reasons, then Landscape may require a doctor's certificate confirming that the customer will not be fit enough to undertake the tour.
- 3.2. Cancellations may have significant financial implications for customers.
- 3.3. In respect of flight costs, Landscape's cancellation fees, terms and conditions will be based on those of the relevant airlines.
- 3.4. Customers can mitigate the risk of such costs by taking out travel insurance, which Landscape can arrange for customers on request.
- 3.5. Landscape will impose cancellation fees in respect of the tour price, based on the following guidelines:

<u>Days before start of tour</u>	<u>Cancellation fee as % of tour price</u>
More than 60 days	R 500 service fee
30 – 60 days	50%
10 – 29 days	75%
0 – 9 days	90%

4. ABORTED TOURS

- 4.1. Landscape reserves the right to cancel any scheduled tour. In such cases all payments by the customer will be refunded and thereafter Landscape will have no further liability to the customer.

5. INDEMNITY

- 5.1. Landscape, its officers, employees, tour guides and agents, will not be held liable for any loss, damage, delay, death, injury, accident or inconvenience, howsoever arising, while the customer is on tour. Landscape encourages customers to re-evaluate their travel, life and medical insurance cover before undertaking a tour.

6. TRAVEL DOCUMENTS AND HEALTH ASPECTS

- 6.1. The customer will be responsible for ensuring that he/she is in possession of the correct travel documents for any border crossings on a tour.
- 6.2. Should a customer be travelling with a temporary passport, Landscape must be notified in advance, as certain countries do not allow entry on such temporary travel documents.
- 6.3. Landscape will not be liable for any costs incurred for travel without the correct travel documents.
- 6.4. South African citizens are required to be in possession of their ID documents when travelling within the Republic of South Africa.
- 6.5. Landscape will notify customers in advance of the need for any inoculation certificates required on tour, e.g. Yellow Fever.
- 6.6. Customers are expected to take full responsibility for any medicines they may need on the tour, such as malarial prophylactics.
- 6.7. Smoking is not permitted in vehicles owned or operated by Landscape.

7. VARIATIONS TO TOUR ITINERARY

- 7.1. In the event of adverse weather, road conditions, force majeure, safety risks or other unforeseen circumstances occurring, Landscape reserves the right to amend the tour itinerary at its discretion, to benefit or protect the passengers.

8. TRAFFIC LAWS

- 8.1. Customers travelling with Landscape are expected to comply with the traffic laws of the various countries, e.g. in South Africa, passengers must use seat belts where fitted.

9. SAFETY AND COMFORT

- 9.1. Customers are expected to comply with reasonable requests and instructions of Landscape's tour leader/guide and his/her team regarding safety, general well-being and comfort of the tour group.
- 9.2. Landscape reserves the right to deny continued participation in individual activities, excursions or the rest of the tour to customers who do not comply with safety instructions.

10. SEATING ARRANGEMENTS

- 10.1. Seating arrangements will be made by Landscape's tour leader/guide, taking customers' preferences into account as far as practicable. Reasonable efforts will be made to rotate these arrangements from time to time to ensure fairness to all.

11. ACCOMMODATION

- 11.1. At certain establishments, as a single traveler, the customer may be allocated a room in a 2-bedroomed chalet with a shared bathroom. Should the customer prefer not to share a bathroom, Landscape can on enquiry arrange alternative accommodation, at an additional charge.