***Booking terms and conditions***

*Please find below a summary of our main booking terms and conditions. These terms and conditions are designed to cover the conditions as laid out by the individual lodges and hotels.*

*The Client/ Traveller shall be responsible for informing African Sojourns (Pty) Ltd (“the Company”) of any bookings, changes, amendments, cancellations in writing to enable the Company to make the required itinerary arrangements. The onus on proof of delivery will be on the Client/ Travellers.*

*Please note that payment of services as arranged by the Company, reflects acceptance of the Company’s terms and conditions.*

*At the time of payment we require a copy of every traveller’s passport.*

* ***Payment terms for flights (and other transport providers):***
* *The Company’s payment terms are consistent with Airline and other transport providers payment terms, in that we require full payment at the time of booking to secure the flights or transport service (bus, train etc).*
* *Each transport provider has slightly different terms and conditions relating to cancellations and changes initiated by the traveller. This is also dependent on the class of travel. At the time the booking is made, the Company will ensure that you are made aware of these terms and conditions, and any costs associated with any subsequent changes to flights will require payment up front to secure the change.*
* *In the event of an airline-initiated cancellation or change to the booking, the Company will attempt to ensure that any refunds or flight credits are passed on to you as efficiently as possible (guided by the airline’s policy). Please also refer to the section on Travel Insurance.*
* *Air tickets must reflect the exact names of the travellers as per their passports. It is the traveller’s responsibility to ensure that the names provided to us are correct and exactly as per the passport, otherwise charges will be levied to reissue tickets in the correct name.*
* ***Payment terms for Accommodation:***
* *To secure the accommodation a non-refundable 30% deposit is required on confirmation. A deposit invoice will be sent to you once we have confirmation from all the hotels and lodges.*
* *Full payment is due 8 or 12 weeks prior to travel when another invoice will be sent.*
* *This is variable according to the specific requirement of the suppliers – you will be advised of the payment terms at the time of booking.*
* *Failure to make payment at the time of request, can result in your booking being cancelled in its entirety, even if a deposit has been paid.*
* *In the event that your booking is being arranged within 8 weeks of travel, 100% payment is required at the time of booking.*
* ***Methods of Payment:***
* *Payment can be made by bank transfer (Electronic Funds Transfer “EFT”) or by credit card – Amex, Visa or MasterCard.*
* *Bank transfer (EFT) payments must be made into one of only two bank accounts belonging to the Company. These bank accounts are held at* ***Investec Bank*** *and* ***Sasfin Bank****.*
* *These bank account details are listed on our official invoices.*
* *It is very unlikely that we will change these bank account details, and it is even more unlikely for us to communicate a change in these bank details via electronic means during the course of a booking transaction with you.*
* *Should you erroneously pay into another bank account that is not listed on our official invoice, you will be liable to cover any payment shortfall that the Company has experienced.*
* *If you are contacted via email, or other electronic means, by someone representing or purporting to represent the Company, requesting bank account changes or asking for a payment to be made into a different bank account, please verify the request with us telephonically prior to making the change. We will not be liable for any payments made by you into a fraudster or hacker’s bank account.*
* *Payment indicates an acceptance of the Company’s booking terms and conditions.*

***Cancellation terms for accommodation:***

*The Company’s terms are designed to cover the most stringent terms as set by the hotels and game lodges.  Many of the lodges are small in size and in remote areas and even if just two people cancel it can greatly affect the operation of the lodge. For individual bookings the following cancellation terms apply. Group bookings will have different terms and conditions which will apply to that particular trip and will be communicated separately.*

* *From confirmation to 56 days (8 weeks) prior to travel - deposit forfeit (usually 30% of booking value)*
* *From 55 days prior to travel to date of travel - 100% cancellation charge*
* *If booking with suppliers requiring full payment at 12 weeks prior to travel, cancellation fees will change accordingly.*
* *Cancellation during travel - 100% cancellation charge*
* *If you are making your booking within 30 days of travel, 100% cancellation charge applies*

***Cancellation relating to COVID 19 reasons:***

*Your itinerary includes accommodation services at properties that are not operated or owned by the Company but by independent third-party owners and / or operators. Whilst all third-party Service Providers of the Company have committed to implement appropriate processes and procedures to protect guests making use of their services, the Company is not in a position to validate or dictate their health and safety protocols which will vary between third-party Service Providers.*

*As a result, we cannot confirm the standards to which third-party Service Providers’ protocols adhere and as such we cannot accept any form of liability (in the broadest terms) should you (or any member of your party) contract an infectious disease (including COVID 19) when using services of a third-party Provider. The same will apply in respect of public areas (i.e. landmarks, public venues, sightseeing venues etc) which you may wish to visit whilst travelling.*

*Each hotel has its own terms for cancellation due to COVID 19 reasons, so cancellations of this nature will be dealt with on a case-by-case basis. In some cases, there will be a full credit held for future travel and in other cases there may be a refund. However, you should note that hotels and service providers generally consider the following as valid reasons for cancellation as a result of COVID 19:*

 *• Restrictions imposed by government in the travellers country of residence that result in the restriction of non-essential travel.
• The issuance of a travel advisory for the destination that travellers would have been traveling to.
• Entry restrictions at the traveller’s travel destination that prohibit the traveller from travelling, such as border closures or extended quarantine requirements.
• International flights cancelled without alternative routing available for the traveller to use to reach the destination(s) in their itinerary.
• Travellers prevented from boarding a flight as a result of a failed health screening.
• Travellers contracting COVID 19 prior to arrival (could be in-country).
• Destination hotel closure due to COVID 19 restrictions imposed in that country.****PLEASE NOTE:
Cancellations due to fear of contracting infectious diseases, COVID 19, or the prevalence of co-morbidities will not constitute legitimate grounds for waiver of cancellation fees.***

***Passports and visas:***

*The onus is upon the client to ensure that passports, visas and health certificates are valid for the countries visited. Neither the Company nor its agents will be responsible for any visas etc not being held by the client.*

* *All passports must be valid for at least 6 months from the date of return home.*
* *All passports must have at least 2 clear pages, not endorsement pages, when entering South Africa. If you are visiting several countries, we recommend you have a clear page per country.*
* *It is the travellers’ responsibility to ensure that all air tickets are issued exactly as per their passports. Should the incorrect information be given, it will be the travellers’ responsibility to pay for any penalties and the reissue of a new ticket in the correct name.*
* *Families travelling to and from South Africa, Botswana and Namibia with children under the age of 18 are recommended to carry a copy of the child’s birth certificate for each child, which states both the names of the parents of the child. Parents not travelling with their children must have additional documentation. This requirement is in the process of being changed to be less onerous, but we still recommend you travel with this document.*

***Health****:*

* *If you are visiting malaria areas, please speak to your doctor about what medication to take.*
* *A yellow fever inoculation certificate is mandatory when travelling to East Africa (including, inter alia, Kenya, Tanzania, Rwanda and Uganda).*
* *For COVID 19, please check what requirements are necessary for entry and exit.*

***Travel insurance****:*

* *All travellers must have comprehensive travel insurance to cover them for cancellation and medical emergencies whilst travelling. Please check your credit card insurance cover if you are planning on relying on this, as the cover provided is generally not sufficient for travel in Africa.* ***We recommend that you take out travel insurance which includes “Any reason for cancellation” cover to ensure funds lost can be recovered.***
* *We recommend that all travellers check with their travel insurer that their product is accepted before travelling and seek alternative cover where necessary. Even with fully comprehensive travel insurance, some private hospitals (we only use private hospitals in Africa) may insist on a deposit (cash or credit card) before starting treatment. They may also insist the traveller pays up front, reclaiming from their insurer at a later date. Private hospitals have found that certain travel insurers do not honour their terms of payment and therefore incur a bad debt with the hospital. Based on these experiences, many private hospitals only accept guarantees of payments from travel insurers whom they have set up on their preferred agents’ lists and who honour payments. It is the responsibility of the traveller to ensure they understand their policy terms and whether or not the travel insurers have a relationship with key hospital groups in Africa (i.e. Medi-Clinic, Netcare etc.) and elsewhere that they might be travelling.*
* *If you have any pre-existing conditions, please ensure that you are covered for any issues that may arise from these conditions. The Company’s insurance policy will ensure that you are evacuated to the nearest and most appropriate hospital. However, once at the hospital you are responsible for all costs associated with the relevant treatment.*
* *It is imperative that you send us your travel insurance policy number and the insurance company’s emergency telephone number prior to departure.  Access to these details will make it make it easier for the Company to contact your insurer as efficiently as possible during the time of emergency.*
* *We do urge you to check that you have sufficient cover for any unexpected events.*

***Luggage and weight limitations****:*

* *If you are travelling on a light aircraft, luggage must be in soft-sided bags (no hard framed suitcases). Please check your itinerary for the exact weight restriction. (Dimensions 25cm x 30cm x 60cm).*
* *If you are travelling on a light aircraft, all passengers must supply us with their actual body weight due to strict security and safety regulations concerning the total weight of the plane! Should the body weight exceed 90kg, passengers might be asked to book an extra seat, depending on the weight of the other passengers. It may also happen that the allowed maximum weight of luggage could be reduced.*

***Wild Animals:***

*Holidays arranged by the Company will often take clients into close proximity to wild animals. Attacks by wild animals upon people are rare, but the Company cannot guarantee that they will not occur. Nor does the Company, its employees or agents accept responsibility for any injury, loss of damage, which may be caused by wild animals.*

***Indemnity:***

*Please note that on arrival in all safari camps you will be asked to sign an indemnity form. We urge you to listen carefully to the briefing given to you at the safari lodges for your safety and that you follow the rules set down by the lodges.*

***Adrenalin sports and adventurous activities:***

*At many places on holiday, clients may experience optional activities furnished by independent suppliers not affiliated in any way with the Company. Certain of these activities carry with them various inherent risks including attack by wild animals, which can cause serious personal injury. Clients should be aware that although every precaution is taken by the suppliers to guard against such danger, their safety cannot be guaranteed. Participation will be at the client’s risk and the Company will take no responsibility for clients’ safety in this regard.*

***Cell phone and WIFI coverage:***

*Many areas within Africa have limited to no cell phone reception, WIFI or Internet. If you must be connected you may be able to rent a satellite phone if booked in advance. Please discuss this with us.*

***Data Protection:***

*The traveller/ client acknowledges that, subject to Applicable Laws and the Company’s Privacy Policy, the Company may electronically collect, store and use personal information, including the Guest’s name/s, contact details, email addresses, IP addresses etc for the purpose of carrying out booking services. The traveller/client acknowledge that the Company may retain such personal information for as long as it is necessary, or legally required, in order to render services under the Tour or as may be required to comply with relevant statutory obligations under Applicable Laws.*

*Except to the extent of its own gross negligence, recklessness, or wilful misconduct, the Company will not be responsible for any damages suffered by the Traveller/ Client as a result of the transmission of confidential or other information disclosed by the Company through the Internet.*

***Company:***

*The Company is a booking agent and does not own or manage the aircraft, ships, vehicles or other means of transportation, hotels, restaurants or other forms of accommodation, or catering services used on holiday. The information and descriptions given about them are based on enquires made by the Company and are believed to be accurate, but the Company makes no warranty or representation in respect thereof. The Company shall not be liable for any inconvenience, loss or damage caused by any failure, in whole or part, of these services unless due to the proven negligence of the Company.*