



AFRICA 2000 TOURS

TAILOR MADE SIGHTSEEING AND SAFARIS

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TERMS AND CONDITIONS

1. Costing / Deposits/ Final Payments

Upon confirmation of an itinerary your holiday will be costed accordingly and will be charged as a lump sum covering all aspects listed in the itinerary. In the case of multi currency safaris you will be billed in those currencies separately.

1.1 Deposit.

A **non refundable** deposit of 30% of the total cost of the safari is required to confirm the booking, payable immediately. Upon receipt of your deposit reservations will be made and confirmed. If you require us to book the IN AFRICA flights we would require the full payment of those flights immediately (in addition to the 30%) in order to secure and have the tickets issued (please note that discounted flights are non refundable and any changes the airlines charge penalties)

1.2 Final Payments

Final payment will be due 60 days prior to arrival date. Bookings made within 60 days of departure, a full payment is required.

Terms and conditions acceptance: receipt of a deposit and final payment confirms acceptance of the terms and conditions

Method of Payment

All payment must be made by wire **transfer directly into our bank account** unless otherwise stipulated at time of booking. Please note that your bank must **not convert to rands** the deposit must be received IN DOLLARS for a dollar base safari.

Credit cards **we accept Master card, Visa Card and American express for rand based costs only.**

Acceptance of a card transaction is also dependant on what countries you are travelling to. We can only accept credit card payments for South African Rand based tours. The transaction must be done through our payment portal and is conducted by the client – Africa 2000 tours is never given your card number. The portal is a secure portal.

Should the client process his/her own transaction on our website/ portal and the incorrect amount is processed by him/her on their card and Africa 2000 Tours has to refund that or part there of the client will be liable for the processing services fee on the difference in the amount in error coming in AND on the amount being refunded in addition to an admin fee of 10% of the total of the erroneous amount.

Dollar related costs have to be paid by wire transfer to our dollar account the details of which will be provided at time of payment request.

We reserve the right to cancel any bookings for which the total amount has not been paid by the due date, being 90 days prior to arrival or Bookings made within 60 days of departure (see cancellation terms and conditions).

We reserve the right to cancel or re-schedule any tour departure in accordance with operating requirements or circumstances beyond it's control. (political unrest, pandemic, epidemic, sever weather conditions etc) But all will be communicated and discussed with the client prior to any decisions made

2. Cancellations of confirmed bookings must be made in writing and will be effective on the date the cancellation is received. The following charges will apply:

- a) more than 70 days prior to commencement 30% of total safari cost **plus** any non recoverable prepaid expenses incurred.(ie discounted airtickets pre booked and paid for)
- b) 69 days and less prior to commencement 50% of total safari cost **plus** any non recoverable prepaid expenses incurred.
- c) 60 days and less prior to commencement 100%.

Amendments to itineraries may result in additional cost payable in full 45 days before commencement of the safari. No **amendments** to itineraries will be accepted less than 30 days prior to commencement of the safari

"Enrollment in and any payment for a tour shall constitute agreement and acceptance by the passenger of our terms and conditions. No variation of this agreement shall have any force or effect unless reduced to writing by a member of the Close Corporation.

Should you fail to join a safari or join after a departure date, or leave the safari prior to its completion, or fail to use any pre-booked arrangements, no refund will be made. **Should any changes to the itinerary be make by the client whilst on safari this will incur administrative consequences amounting to R1000 per change to a maximum of 15% of the value of the safari PLUS the cost of the change should it incur additional services or additional cancellation fees from service providers or bank charges**

"Tariffs are subject to change without prior notice until receipt of full payment. However, once full payment is received, the tour package prices are guaranteed with the exception of such increases as fuel surcharges, flights or increases, conservation fees, taxes, charges or levies imposed by the government these items affecting the cost of the safari"

Please arrange for payment to be made net of any bank charges.
Kindly advise us by email of transfer date so that we can follow up and confirm.

Covid terms – these may change as the virus situation changes – you will be kept informed

Africa 2000 Tours terms and conditions have to run back to back with the terms and conditions of each and every establishment/service provider on your itinerary and the Covid conditions and financial situations and conditions they can offer vary between all establishments. There is no blanket terms and conditions for Covid with all venues.

Should you postpone or cancel your trip due to direct Covid related problems, ie having Covid, not being permitted to enter or leave any of the countries on your itinerary or leave your country of residence, airlines not flying to the destinations, quarantine regulations etc - We will apply the conditions / relief offered from each individual establishment to your booking.

In the event of total cancellation we will apply the same as above but a 10% administration fee. All cancellation refunds will be less any bank charges or credit card refund fees.

Covid related delays, cancellations, changes, tests , covid infections , quarantines while on safari – Africa 2000 Tours will not be held liable for any Covid related issues which arise while on safari.

All clients MUST carry a travel insurance

3. Inclusions / Exclusions

These will be outlined in detail in your final itinerary.

Our prices do not include telephone calls, meals where indicated, personal laundry, gratuities to the guides or anyone else performing a personal service to you, and any other items of a personal nature unless specified.

All prices quoted include Government Value Added Tax at the percentage rate at time of booking. Should this rate change your cost will be altered accordingly. Should the flight costs change between quotation and booking and issuing of the tickets this would have to be adjusted accordingly.

4. Insurance

Africa 2000 Tours does not provide insurances and will not be held liable for any loss of baggage or incidents resulting from non insurance by the client. It is the full responsibility and compulsory for all clients to be insured for personal accident, death, medical emergency, repatriation, loss of baggage, travel and / or rescue expenses, cancellation and curtailment.

All travellers are advised to take out fully comprehensive travel insurance with 'cancellation for no reason'. This insurance must be able to fully cover cancellation of travel fewer than 60 days prior to arrival

The carriers, hotels and other suppliers who supply services on tour are independent contractors; they are not agents, employees or servants of the operators or their associated companies. Africa 2000 Tours are not responsible for any criminal conduct by third parties.

Where **baggage limits** are required these will be stipulated by us and should the client transgress from such instruction the company will not be held liable of any consequences of that transgression.

5. Visas / Passport

Provision of visas \ passports is the responsibility of the client.

It is the clients responsibility to ensure that they have valid visas for all countries covered by your itinerary should they be necessary. While we will gladly assist and advise you on these requirements, we accept no responsibility for any inconvenience incurred by yourself, should you fail to acquire the necessary visas / or travel documents prior to your holiday.

Cell phones and Ipads

We request that these not be used while on game drives, in conducted tours and public areas or around camp out side of your private areas ie room, tent etc or in a designated area . Please keep them on silent.

6. Medical

We will notify you of what inoculations are required and if you require a malaria prophylactic. Please note that you are strongly advised to consult your doctor in connection with the necessary malaria prophylactics that should be taken.. The responsibility is on the client to ensure that all medical requirements are provided.

Yellow Fever: All clients exiting Zambia back to Johannesburg MUST have a Yellow Fever certificate. This is a requirement of the South African government and not of Zambia.

In the event of withdrawal from a tour after commencement for reasons of illness, you must obtain a medical certificate in support of any insurance claim. No refunds can be made for absences from a tour.

Covid tests: the cost of these vary in all areas and will be the responsibility of the client

7. Health

The client shall acknowledge an awareness of the proposed itinerary and shall confirm that he or she is medically fit, has all the required inoculations, 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 a condition to the Company before the commencement of the tour. Any failure to declare may result in the cancellation of his/her booking.

8. Special Requests

Special requests must be made at the time of booking. Africa 2000 Tours will endeavor to comply with the special request. However, the company cannot guarantee that they will be met. Africa 2000 Tours issues you with an information sheet which is to be completed and returned to their offices upon booking of the safari.

9. Delays

The company does not hold itself responsible nor can it be held responsible for any delays prior to departure or, during the course of any tour, whether brought about by technical difficulties, strikes, weather conditions, pandemic or epidemic, or any other circumstances whatsoever, whether foreseen or unforeseen. It is understood that any expenses relating to these unscheduled extensions (eg. Hotel, meals, airfares, telephone calls etc) will be for the passengers account.

10. Responsibility

Africa 2000 Tours acts as an agent only in producing and operating the holiday, and on condition that it shall not be liable for any loss, damage, injury, accident, delay or any other irregularity that may be occasioned by any defect in any vehicle, or other form of conveying passengers, carrying out the arrangements of the tours, or otherwise in connection therewith.

“Handicapped passengers must be accompanied by a person capable of providing all assistance required provided that they will not require any special assistance from the personnel of Africa 2000 Tours. Children under 18 years must be accompanied by an adult.

11. Indemnity forms All guests will be required to sign an indemnity form for Africa 2000 Tours and for some of the venues they visit.

12. Liability

The Client hereby acknowledges, confirms and records that he/she understands the risk inherent in adventure travel in African destinations and associated activities. The Client is accepted onto the tour and undertakes to do the tour, travel or activity at his/her own risk. The client agrees and concedes that the Company, its representatives and employees shall not be responsible for loss or damage to possessions, or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever.

13. Information sheets: All guests will be required to fill in an information sheet for Africa 2000 Tours and for some of the venues they visit. Please note this information is shared with the lodges and airlines. By filling in this form you give consent to share this information for your well being and comfort at each venue: This information will be destroyed on completion of your safari/holiday

14. Booking form: All bookings have to be confirmed by completing and signing the Africa 2000 Tours booking forms – and to lodge a 30% deposits – (and any additional charges such as airfare costs) prior to any bookings being confirmed and deposits paid on the venues. The Terms and Conditions are include in such booking form and the signing of the booking forms confirms acceptance of the terms and conditions. Further more the receipt of a deposit confirms acceptance of the terms and conditions. Please note this information maybe shared with the lodges and airlines. By filling in this form you give consent to share this information for your well being and comfort at each venue

15. International Flights and charter flights

We require full payment for flights at the time of confirmation e.g. Air Botswana JNB / MUB. We are not able to guarantee any flights before receipt of payment as seats are often held for a limited period before ticketing is required so this is a time sensitive issue. Air tickets are considered non refundable unless otherwise specified. Please confirm the details with your consultant at the time of booking. **Please note your names and passport details are shared with the airlines in order to purchase your airtickets in Africa**

Body Weight – kindly be honest with your body weight as charter flights require anyone over the weight of 100KG to buy two seats. This is an aviation regulation on small plane charter flights

16. Force Majeure:

If Africa 2000 Tours are unable to perform any of its obligations under these terms in regard to any Trade because of factors beyond its control such as, but not limited to, acts of God; fire, flood, earthquake, wind, storm or other natural disaster; war, threat of war, armed conflict, sanctions, embargos, breaking of diplomatic relations, terrorist attack; chemical or biological contamination; sonic boom; epidemic or pandemic, changes in law in any relevant jurisdiction; explosion or accidental damage, collapse of buildings or structures; failure of computers; labor disputes; non-performance by third parties; AIRLINE DELAYS, airline bankrupcies , airline cancellations, global computer virus sabotage, interruption or failure of utility services, provided that it has complied with all other provisions, Africa 2000 Tours shall not be in breach of this agreement or any trade and shall not be liable for any failure or delay in the performance of its obligations.

17. The Company Authority

Any decision made by the tour guide or persons / service provider conducting that section of the tour, shall be deemed final on all matters. Africa 2000 Tours or any service provider to that tour shall not be responsible or liable for any client who commits an illegal or unlawful act in any country visited, or the consequences of such an illegal act. Or such client who defies advise which Africa 2000 Tours or any service provider to that tour feels is directly responsible for their safety. The client may in such circumstances be excluded from the tour without a refund, at the sole discretion of the Company or Company representative or any organization providing a service on that tour. If Africa 2000 Tours or any service provider to that tour considers a client unsuitable for a tour (due to mental or physical illness or implied danger to any other Client or Company representative) it may at its sole discretion decline to carry the Client further. If a Client causes severe inconvenience or annoyance to other Clients, Africa 2000 Tours or any service provider to that tour may decline to carry the client further, without any refund whatsoever. This will only occur after extensive intervention by the tour guide or Company representative.

18. Claims and Complaints

In the unlikely event that the client has a complaint against the company, the Company (not its service providers) must be informed immediately, in order that an opportunity is afforded to the company to investigate the situation and provide redress. If the client has any further complaints, these must be lodged in writing to the Company within 1 month of the tour end date. If these procedures are not followed, the Company will not start or continue any such investigation of said complaint.

19. Privacy Policy - DATA PROTECTION

19.1. The Parties hereby record that they will use their reasonable commercial endeavours to comply with the provisions of the Protection of Personal Information Act, 4 of 2013 (“POPIA”) and the EU General Data Protection Regulation (“GDPR”) pertaining to the collection, processing, retention and safe keeping of personal information and shall immediately inform the other Party in the event of any unauthorised disclosure of such personal information.

19.2. The Client hereby voluntarily, specifically and unconditionally consents to the Supplier:

- 19.2.1. Processing any information which the Client provides to the Supplier and may constitute personal information (as contemplated in terms of POPIA) in order for the Supplier to provide the Services and fulfill its obligations in terms of these terms and conditions and any particular matters thereunder and/or incidental thereto; and
- 19.2.2. sending to the Client marketing material, advertising material, newsletters or other informative material relating to the Supplier;
- and
- 19.2.3. transmitting the information contemplated in clause 15.2.1 to any of its subsidiaries or other related or inter-related party, entity, joint venture or partnership (wherever situated and irrespective of structure or legal regime) that renders services or otherwise conducts business under a name that includes the name "ILIOS" or any variation thereof (collectively the "ILIOS Group"), wherever any such member of the Ilios Group may be located, including in countries which may not have data-protection laws similar to South Africa:
- 19.3. The Client undertakes to notify the Supplier in writing of any changes or errors to the personal information which the Client provided to the Supplier. The Supplier will update the Client's personal information within a reasonable time after the Client has notified the Supplier of any such changes or errors.
- 19.4. Unless legislation in South Africa requires or permits the processing of such information, the Client will be entitled to withdraw its consent given under this clause 15 at any time on at least 10 (ten) days written notice sent to the Supplier.
- 19.5. Should the Client:
- 19.5.1. believe that the Supplier has utilised the Client's personal information contrary to legislation in South Africa as read with this clause 15, the Client undertakes to first attempt to resolve any concerns with the Supplier; and
- 19.5.2. not be satisfied with the outcome of such process, the Client will be entitled to lodge a complaint with the Information Regulator in terms of the POPIA.
- 19.6. The Parties agree that various terms have been used in this clause 15 which are defined in POPIA and should bear the meanings in these Terms and Conditions as is assigned to them in POPIA.
- 19.7. The Supplier may disclose the Client's and/or the Traveller's personal information to others where directly connected with facilitating the Services, such third parties may be located, in countries which may not have data-protection laws similar to South Africa and the Client hereby consents and undertakes to procure the Traveller's consent to such disclosure to the extent that same is required by POPIA, GDPR or any other applicable laws.
- 19.8. The Client indemnifies the Supplier and holds it harmless from and against civil or criminal action, or any claim, demand, loss, damage, penalty, administrative fine, cost or liability (including legal costs) arising out of or relating to the Client failing to comply with its obligations under clause
- In this regard, to the extent permissible by law, the Client agrees to pay costs on an attorney and client basis.
- 19.9. The Client and the Supplier shall assist each other, at their own cost, with any investigation or notice to the Regulator as defined in POPIA, or data subjects (as defined in POPIA) that the Supplier or the Client may make with regards to personal information being accessed or acquired by any unauthorised person or a compromise in such party's data security safeguards.
- 19.10. The Client shall at the Supplier's direction and request, assist the Supplier in responding to any directions by the Regulator to publicise any compromise to the integrity or confidentiality of personal information. This includes the Client assisting the Supplier to make public

announcements if required.

19.11. On one party's reasonable written request, the other party shall provide the requesting party with the information it has regarding its data and processing that may be reasonably necessary to enable the party requesting the information to comply with its legal obligations. Any costs incurred as a consequence of this request shall be incurred by the requesting party.

19.12. The Client's data shall mean any information with which the Client (or any third party on behalf of the Client) provides us in relation to the Client; or data which the Supplier generates in relation to the Client as a consequence of the Client's use of the Services, but excludes any data which we derive or create for the Supplier's internal purposes or which is proprietary or confidential to the Supplier or any of its Third Party Contractors.

WHAT YOU SHOULD KNOW

Accommodation

All operators, guides, carriers and other suppliers are well researched and reputable. The accommodation is well reviewed in advance and only the best Guest Houses, Bed & Breakfasts and hotels are used, in accordance with your budget .

Exclusivity

All safaris are totally tailored to our clients budget and taste. Each safari is individually planned.

Group Size

Your safari will comprise only of the people in your party, i.e. a couple, family or a party with friends. Unless otherwise arranged in order to save on cost. In the case of a group of 2 to 4 people you may have to share on the game viewing vehicles unless prior arrangement has been made at additional costs for dedicated game vehicle

Itinerary

Each itinerary is planned in accordance with your budget, areas of interest, likes, dislikes and degree of luxury required, with emphasis on attention to detail. All itineraries are extremely detailed in order that our clients know exactly what to expect regarding inclusions and exclusions.

Travel Documents

Documentation is only prepared on receipt of full and final payment. Thereafter all passengers will be personally responsible for ensuring that they are in possession of their documentation, visas, health, foreign currency requirements prior to departure. Take two photocopies of your passport and air tickets prior to departure. Give one copy to a relative or friend in your home country and keep one copy in a safe place in your luggage.

IMPORTANT INFORMATION FOR TRAVELLERS TO SOUTH AFRICA

Please note that with immediate effect, anyone travelling to South Africa must have two consecutive blank pages in their passport which lie side by side when the passport is open (i.e. a left and a right hand page). Passports must also be valid for at least six months.

Passengers travelling to South Africa with passports which do not comply with these requirements, will either be stopped from boarding the aircraft or risk deportation on arrival in South Africa.

CHILDREN: please note this is hugely important

_New regulations for families travelling with kids to and from South Africa

The South African immigration department has expressed concern about the growing issue of global child trafficking and has announced new requirements for adults travelling with children under the age of 18, which

will take effect from 1 October 2014.

Originally the Department said the new regulation would apply from 1 July, but they took the decision yesterday (10 June) to extend the grace period which has also been confirmed by the Department of Home Affairs.

Parents travelling with children would now be requested to provide an unabridged birth certificate (including the details of the child's father as well as the mother) of all travelling children. This applies even when both parents are travelling with their children. When children are travelling with guardians, these adults are required to produce affidavits from parents proving permission for the children to travel. The above applies to foreigners and South Africans travelling to or from South Africa as well as travellers in transit.

Below are the new South African immigration regulations concerning travelling with children:

1. Where parents are travelling with a child, such parents must produce an unabridged birth certificate of the child reflecting the particulars of the parents of the child.
2. In the case of one parent travelling with a child, he or she must produce an unabridged birth certificate as well as consent in the form of an affidavit from the other parent registered as a parent on the birth certificate of the child authorising him or her to enter into or depart from the Republic with the child he or she is travelling with.
3. A court order granting full parental responsibilities and rights or legal guardianship in respect of the child, if he or she is the parent or legal guardian of the child; or where applicable, a death certificate of the other parent registered as a parent of the child on the birth certificate.

Where the parents of the child are both deceased and the child is travelling with a relative or another person related to him or her or his or her parents.

1. Where a person is travelling with a child who is not his or her biological child, he or she must produce: a copy of the unabridged birth certificate of the child.
2. An affidavit from the parents or legal guardian of the child confirming that he or she has permission to travel with the child.
3. Copies of the identity documents or passports of the parents or legal guardian of the child.
4. The contact details of the parents or legal guardian of the child, Provided that the Director-General may, where the parents of the child are both deceased and the child is travelling with a relative or another person related to him or her or his or her parents, approve such a person to enter into or depart from the Republic with such a child.

Where an unaccompanied minor is travelling he or she will have to produce the following to the immigration officer:

1. Proof of consent from one of or both his or her parents or legal guardian in the form of a letter or affidavit for the child to travel into or depart from the Republic: Provided that in the case where one parent provides proof of consent, that parent must also provide a copy of a court order issued to him or her in terms of which he or she has been granted full parental responsibilities and rights in respect of the child.
2. A letter from the person who is to receive the child in the Republic, containing his or her residential address and contact details in the Republic where the child will be residing.
3. A copy of the identity document or valid passport and visa or permanent residence permit of the person who is to receive the child in the Republic; and the contact details of the parents or legal guardian of the child. An unabridged birth certificate is a certificate of birth showing both the persons parents details which can be

obtained from your local home affairs office. It is important for parents to note that unabridged birth certificate applications can take anything from six to eight weeks to complete