



phone: +27 21 553 8000
fax: +27 86 554 4241
email: info@rcjm.co.za
web: trainsafaris.com
facebook: facebook.com/trainsafaris
twitter: twitter.com/luxurytrains

BOOKING CONDITIONS

AGREEMENT

Your contract is with RCJM Travel & Tours CC ('RCJM', 'we', 'us' 'our'), including products and services offered under our brands Train Safaris and African Selection, of Propark Unit 7, 14 CP Brand Avenue, Melkbosstrand, 7441 which is registered in South Africa under company number CK1996/018986/23. In these booking conditions, 'you' and 'your' means all persons named on the booking, or any of them as applicable (including anyone who is added or substituted at a later date). References to "departure date" mean the start date of the holiday arrangements you have booked with us.

The following conditions, together with our privacy policy, the relevant information as set out on our websites www.rcjm.co.za, www.luxurytrains.co.za, www.trainsafaris.com and www.botswana-safaris.com and any other written information and correspondence which we brought to your attention before we confirmed your booking will form the basis of your contract with RCJM. Please read all the communication and these conditions carefully before you book. RCJM only acts as Agents between you and the principal service providers (i.e. Accommodation, Railways, Tour operators etc.). By making a booking, you agree on behalf of all the persons detailed on the booking that you have read these Booking Conditions and that you have the authority to act on behalf of these persons and that you agree to be bound by them and that herewith consent is given to RCJM to **use the information of all the participants personal data** in accordance with our **Privacy Policy** and that you are authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable the full names, passport information, special dietary requests, health information, next of kin contact details and any other personal information that we necessarily may request from you. As your agent we take great care of keeping all your personal information secure and confidential. You further agree that you are over 18 years of age and where placing a booking for services with age restrictions you declare that you and all members of your party are of the appropriate age to participate in such services. You herewith accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

RCJM

Train Safaris is a division of RCJM Travel & Tours, specializing in luxury train travel and safaris in Southern Africa. Authorised ticket agents for Rovos Rail and The Blue Train.
Propark Unit 7 14 CP Brand Avenue Melkbosstrand Cape Town 7441 South Africa
Co Reg.: CK1996/018986/23 VAT: 4460204243 SATSA: 2628 ATTA: 206602



BOOKING PROCESS

RCJM takes great care in planning, selecting and arranging your travel services. It is our aim to provide the right holiday to suit your requirements. In general we follow the following booking process:

1. Through correspondence we will analyse your needs and prepare a travel proposal with costing accordingly
2. Once you are satisfied with our proposal we will where possible book all your travel services on a provisional basis. Depending on the selected service providers, provisional reservations can only be held for a limited time and will have to be confirmed or released at the request of the service provider. No deposit is required at this stage.
3. Having finished the process of provisionally booking your travel services we will issue you with an invoice for a deposit payment, or the full payment if your travel services start within 9 weeks of making a booking. We will also invoice you for the full pre-payment of any flights included in your proposal. As we cannot hold any flight booking on a provisional basis, the cost of these flights remain subject to change and availability until the airline receives full payment.
4. Upon receipt of your deposit / final payment we will secure all the proposed travel arrangements. At this point you will be liable for any cancellation fees or charges relating to changes made to your Booking.
5. A full range of travel documents will be issued once all the bookings have been secured. The travel documents will include your final itinerary, reservation details, airline confirmations, travel vouchers where necessary, service provider contact details and any other relevant information pertaining to your Booking. All documents will be sent via email or link to an online source.

PRICING AND QUOTES

We believe that the information given and prices quoted are correct. However errors and omissions can occur and errors and omissions which are beyond our reasonable control are herewith excluded. We reserve the right to alter the prices shown in our marketing material or on our website. All prices and quotes are subject to change and availability at the time of final booking. It is therefore important that you enquire the most recent prices from our offices when confirming a reservation. We reserve the right to increase prices in the case of increases in general and/or public tariffs, or in the case of unexpected price increases beyond our control which are forced on us by service providers and hotels used for your itinerary. You will be notified of such increase and/or fluctuation as soon as possible and RCJM will do its best to obtain your authorisation before commencing with the final booking of your travel services. RCJM reserves the right to notify you of an increase in the brochure or advertised price before accepting your booking and prices may go up or down. While we do our utmost to avoid such a scenario, due to human or computer error there may on occasion be an incorrect price shown in a brochure or online. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or within 7 days of the time of booking, or as soon as reasonably possible.

Included in our pricing:

All accommodation, tours, transfers, transport, entry fees and meals as stated.

Excluded from our pricing:



Train Safaris is a division of RCJM Travel & Tours, specializing in luxury train travel and safaris in Southern Africa. Authorised ticket agents for Rovos Rail and The Blue Train.
Propark Unit 7 14 CP Brand Avenue Melkbosstrand Cape Town 7441 South Africa
Co Reg.: CK1996/018986/23 VAT: 4460204243 SATSA: 2628 ATTA: 206602



Passport and Visa Fees, sightseeing tours except where specified, gratuities, personal expenditure, certain park entry fees, park gate fees, river usage fees (Zimbabwe and Zambia), government levies or taxes introduced after your booking confirmation, travel insurance.

PAYMENTS

Payments have to reach us on or before the stipulated payment and deposit dates on your invoice. Bank account details are provided on our invoice. We also accept Master Card, Visa Card and American Express. A 2% administration surcharge is payable on all credit card transactions. All credit card payments are done via secure credit card payment links generated by our bank. We will not ask for, or see your credit card details at any stage.

Certain travel arrangements have to be settled in US\$ in which case we reserve the right to invoice you in US\$ for such services. US\$ payments can be transferred to our US\$ bank account or can be paid via a secure credit card payment link. Credit card payments for US\$ invoiced services will be converted to South African Rand (ZAR) at a rate issued by our bank on the day the secure link is generated. If your bank account is based on US\$ there may be a discrepancy in the actual amount charged and the amount shown on your statement. This is due to the fact that the currency conversion rates between the banks and the timing of your transaction may differ.

PAYMENT SCHEDULES

General Travel Services (Accommodation, Transfers and Tours):

The following non-refundable deposits / incremental payments are due when confirming a booking:

More than 9 weeks prior to departure: 25%

Less than 9 weeks prior to departure: 100%

We reserve the right to apply more stringent payment terms should the service providers require so, or if the booking is for a group. We will inform you at the time of Booking should more stringent payment terms apply.

Airline Tickets:

All airline tickets have to be pre-paid in full when making a booking.

Rovos Rail Individual Bookings:

Cape Town / Victoria Falls / Durban Journeys - The following non-refundable deposits / incremental payments are due when confirming a booking:

More than 9 weeks prior to departure: 25%

Less than 9 weeks prior to departure: 100%

Golf Safari / African Collage / Namibia / Dar Es Salaam / Lobito journeys - The following non-refundable deposits / incremental payments are due when confirming a booking:

More than 13 weeks prior to departure: 10%

Between 13 and 9 weeks prior to departure: 25%

Between 9 weeks and 5 weeks prior to departure: 50%

Less than 5 weeks prior to departure: 100%

Rovos Rail Group Bookings of 10 or more guests:

Cape Town / Victoria Falls / Durban Journeys - The following non-refundable deposits / incremental payments are due when confirming a booking:

More than 26 weeks prior to departure: 10%

Between 26 weeks and 9 weeks prior to departure: 20%

Less than 9 weeks prior to departure: 100%

Golf Safari / African Collage / Namibia / Dar Es Salaam / Lobito journeys - The following non-refundable deposits / incremental payments are due when confirming a booking:

More than 52 weeks prior to departure: 10%

Between 52 weeks and 26 weeks prior to departure: 30%

Between 26 weeks and 9 weeks prior to departure: 50%

Less than 9 weeks prior to departure: 100%

Blue Train Individual Bookings - The following non-refundable deposits / incremental payments are due when confirming a booking:

More than 9 weeks prior to departure: 25%

Less than 9 weeks prior to departure: 100%

Blue Train Group Bookings of 5 ore more suites - The following non-refundable deposits / incremental payments are due when confirming a booking:

More than 26 weeks prior to departure: 25%

Between 26 weeks and 9 weeks prior to departure: 50%

Less than 9 weeks prior to departure: 100%

CHANGES, AMENDMENTS AND CANCELLATION

RCJM will make every effort to assist you if you wish to alter your arrangements after you have confirmed your Booking.

Changes and Amendments to your Booking are subject to an amendment charge of R500 per Booking as well as any cancellation charges levied by the respective service providers for making changes to a Booking which falls within the cancellation period.

Cancellations to confirmed bookings must be advised in writing to RCJM, sent via email by the person who made the initial payment. Cancellations are effective on the day they are received by RCJM. Since we incur costs cancelling your Booking, the following cancellation charges as a percentage will be payable to RCJM, depending upon the number of weeks prior to departure:

Cancellation of General Travel Services (Accommodation, Transfers and Tours):

More than 9 weeks prior to departure: 25%

Between 9 and 7 weeks prior to departure: 30%

Between 7 weeks and 4 weeks to departure: 60%

Less than 4 weeks' notice: 100%

Cancellation of Rovos Rail and Blue Train Bookings

The cancellation charges will calculated on the same percentages as set out under the above mentioned deposit / incremental Payment Schedules.

Airline Ticket cancellation and changes may incur up to a 100% cancellation charge in respect of any changes or cancelations. Additional cost may be incurred on changes where the original fare or booking class quoted / booked is no longer available.

Partial Booking Cancellation Fees may apply when a person in your group cancels or leaves a journey and may result in additional costs to the remaining participants.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

You may cancel your Booking with no penalty charges in cases of “unavoidable and extraordinary circumstances” like war, a life-threatening epidemic, acts of terrorism or any other natural disaster such as floods and earthquakes, making it impossible to travel safely to the destination, subject to the condition that your government advises you against travelling to the specific area, and that the situation in question has arisen after the booking was made. In the case of death or serious illness preventing you or your group from travelling, we will endeavour to negotiate with our service providers to waive the cancellation charges concerning all your travel services, provided we receive an officially approved death/sickness certificate.

TRAVEL INSURANCE

All clients are strongly advised to take out comprehensive travel insurance covering them for personal effects, personal accident, medical and emergency travel expenses, evacuation/repatriation as well as the cancellation and curtailment of the value of your booking. For more details please consult your medical aid and insurance company/advisor. Cancellation insurance is compulsory for Rovos Rail bookings.

If you are undertaking any sports or adventurous activities on your trip, including trekking, you should also make sure that your policy covers these. Please also ensure you read the policy conditions and exclusions. The type of trips we create and the requirements of RCJM clients vary greatly. Once you have a travel insurance policy in place, please let your specialist know who your insurance company is and your policy number. Having this information enables us to support you should an emergency situation arise.

HEALTH, MALARIA & YELLOW FEVER

It is essential that you visit your Medical Practitioner or a travel clinic well in advance of travel, preferably at least six weeks ahead, to make sure that you have taken all the necessary health precautions. Concerning **Malaria** we recommend that you contact your pharmacist or health practitioner for advice as to find out which prophylactic is recommended for the regions you are visiting.

A **Yellow Fever** or Medical Exemption Certificate is essential if travelling to/from Tanzania, Democratic Republic of Congo and Angola. Although all countries travelled through don't require this, countries guests return to after the trip often require them.

Some **vaccinations** require more than one visit with a period of weeks between injections, and some may be incompatible with certain medicines or medical conditions.

In many tropical countries, **mosquitoes** can spread diseases such as dengue, chikungunya, West Nile, malaria, yellow fever and Zika virus. It is essential that you seek medical advice prior to travel, and especially if you are pregnant or have an underlying medical condition. Whilst travelling there are several simple measures you can take to reduce your risk of infections spread by mosquitoes: wear suitable clothing and cover up at times of day when mosquitoes are active, use insect repellent on exposed skin, and use a mosquito net if sleeping in unscreened accommodation. It is important to seek prompt medical attention if you have a fever or display any other symptoms. If

you become unwell on your return, make sure you tell your doctor about any trips abroad you have taken in the past year.

SPECIAL DIETARY REQUIREMENTS

Special diets should be noted on the booking form; however, it is not always possible to expect special diets to be catered for in some of the destinations we feature. We will advise the hotels and airlines of your request but we cannot guarantee their availability. If you have an airborne nut allergy you must make us aware at the time of booking as most airlines require this information in advance of travel. Please note that all special meals for flights must be requested at least 48 hours in advance.

REQUIREMENTS FOR CHILDREN TRAVELLING THROUGH THE PORTS OF SOUTH AFRICA

To give effect to the Children's Act of 2005, the South African Government have issued a list of requirements and documents for Children under the age of 18 travelling through South African ports of entry. You are urged to obtain this information and the necessary supporting documents well in advance of your departure date. For further information follow this [link](#) or visit the website of the South African Government www.gov.za.

SECURITY

Opportunistic crime such as bag-snatching and pick-pocketing is unfortunately a fact of life in many destinations. Use your common sense when walking around, make use of hotel safes where available, and leave all but essential valuables at home. We suggest carrying a photocopy of your passport separately from the original document, purely as a back-up.

COMPLAINTS

If you are unhappy with any aspect of RCJM's arrangements while you are on holiday, you must address your complaint immediately to the Company's local representative and to the management of the hotel or other supplier whose services are involved. They will do their best to rectify the situation. It is unreasonable to take no action whilst on holiday. If the problem cannot be resolved locally and you wish to complain, full details must be sent to RCJM in writing to arrive within 28 days of your return. We will do our best to investigate and reply to you within 28 days of receipt of your letter.

Please note, if you do not report a problem or complaint which, if it had been reported at the time it occurred could have been resolved there and then we cannot accept any liability in respect of that problem or complaint. It is sensible to expect a client travelling in the developing world to be reasonably resourceful if things go wrong.

Failure to take either of these steps will deny the Company the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this contract.

PROMPT ASSISTANCE

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we

will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

GOVERNING LAW

This contract and any matters arising from it are governed by the laws of South Africa.

DESCRIPTIONS

Every effort is made to ensure that the details, description and prices contained in RCJM's literature are correct, based on inspections, and information passed to RCJM by its suppliers. However changes do occur, sometimes at short notice and therefore RCJM will advise you at the time of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for RCJM to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works etc.

DELAYS AND UNFORSEEN CIRCUMSTANCES

We cannot be held liable for any delays owing to airlines or service providers not running to schedule, etc. Nor can we be held liable for the additional costs incurred as a result of these delays. Any claims due to delays by third party service provider would have to be addressed directly to such provider. Accommodations including vessels and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond our control. Every effort will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued. You will be notified of such changes as soon as possible. We also reserves the right to withdraw a program or any part of it, to make such alterations to the itinerary or the program inclusions as it deems necessary or desirable, and to pass on to our clients any expenditures or losses caused by delays or events beyond its control.

LIMITS ON OUR RESPONSIBILITY

RCJM Travel & Tours CC, South Africa, its employees, shareholders, officers, directors, successors, agents and assigns (collectively RCJM), does not own or operate any entity which is to or does provide goods or services for your trip. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result RCJM is not liable for any negligent or wilful act of any such person or entity or of any third person. In addition and without limitation, RCJM is not responsible (where beyond its reasonable control) for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labour activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time. There are risks involved in travel (especially adventure travel), which can lead

to illness, injury, or even death. Passenger assumes all such risks associated with participating in such travel arrangements.

ANY PAYMENT TO RCJM TRAVEL & TOURS CC CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN.

CONTACT DETAILS FOR RCJM:

Propark Unit 7

14 CP Brand Avenue

Melkbosstrand

Cape Town, 7441

South Africa

Tel: +27 21 553 8000

Email: info@rcjm.co.za

Company Registration Number:

CK1996/018986/23

VAT: 4460204243