

OPENTOURAFRICA Terms and Conditions

1. Our Services in Brief

- 1.1 The “services in brief” represent the exact services quoted and which will be vouchered upon confirmation.
- 1.2 Room types quoted are as per Services in Brief.
- 1.3 Beverages are excluded unless otherwise indicated in the above “services in brief”.
- 1.4 No flights are included unless otherwise specified.
- 1.5 Standard check-in times at hotels may vary. Early check-in may be requested; however, it is at the discretion of the hotels and is not guaranteed.
- 1.6 Standard check-out times in hotels may vary. Late check-out is possible; however, it is at the discretion of the hotels and is not guaranteed.
- 1.7 When complete manual itineraries are created, descriptions may mention excursions and/or visits that are not necessarily quoted or included in the proposal. It is therefore always important to refer to “Services in Brief”.

2. Passport requirements South Africa:

- 2.1 Travellers from UK, EU, USA, Australia, Brazil, and Chile do not require a visa to enter South Africa.
- 2.2 A Yellow Fever certificate is required only if the applicant is passing through the Yellow Fever belt area before entering South Africa.
- 2.3 Your passport must be valid for at least **30 days after your intended date of departure from South Africa**. South African law requires travellers to have **two fully blank visa pages**. Blank “endorsement” pages are not sufficient. The blank pages must be “visa” pages.
- 2.4 Parents travelling with children MAY be required to provide an unabridged birth certificate of all travelling children. This applies even when both parents are travelling with their children. When children are travelling with one parent or guardians, these adults MAY BE REQUIRED to produce documentation from parents (that are not travelling) proving permission for the children to travel. Our recommendation is to always make sure that the minors have both names of their parents indicated in their passports. This will eliminate the necessity of a birth certificate.
- 2.5 Following a revision to the Immigration Act in **December 2018**, minors travelling with both parents do not need to supply additional documentation. However, **PLEASE NOTE** South Africa reserves the right to request a copy of the child’s unabridged birth certificate before granting entry, and this remains at the discretion of individual immigration officers. Whilst the South African Government has indicated that it is unlikely for documentation to be requested, we recommend that you’re prepared to present the unabridged birth certificate to border officials upon arrival, particularly where one parent’s surname differs from the children. The full unabridged birth certificate should list the child’s details and both parents’ details. As mentioned in point 2.4. If the minor’s passport contains the names of both the parents, the unabridged birth certificate is not necessary. However, whenever a minor is travelling with one parent alone, over and above the passport indicating the names of both parents, a letter of consent from the non-travelling parent may be required.

3. Visa requirements Zimbabwe, Zambia, and Botswana:

- 3.1 There is no need to arrange the visa prior to arrival as you will be able to purchase one at the border post between Zambia & Zimbabwe through their Immigration Offices.
- 3.2 Please ensure that you have US Currency in small denominations with you to pay. The cost is around **US\$30 single- entry, US\$45 double-entry, US\$55 multiple entry** – you will need your valid passport, itinerary, exit ticket, and cash payment for your visa.
We will do our best to always have the updated costs of visa’s available indicated here, however please be aware that these costs are subject to change without prior notice by the government of any particular country.

3.3 KAZA Univisa: The KAZA Univisa covers entry into both Zambia and Zimbabwe. This visa is the same price and the perfect choice for those going on safari in both countries, and those wanting to visit both sides of Victoria Falls. Tourists save time and money because they only have to obtain one visa to access/ visit both countries. It currently costs **US\$50** and lasts up to **30 days** as long as you remain within Zambia and Zimbabwe. It also covers those who visit Botswana for day trips for the Kazungula borders. Please note that this visa's cost is also subject to change without prior notice.

3.4 Botswana, Zimbabwe, Zambia border crossings and travelling with minors.

Due to heavy traffic during peak season, there are potential delays at Victoria Falls Airport and Kazungula border. A reminder that guests will have to pass through Foot and Mouth Disease Control Measures at the Kazungula border.

As of 2016, Botswana enacted regulations regarding **children under the age of 18**, travelling through the country, either alone or with parents/guardians. In simple form, the rules state the following:

1. In addition to having a valid passport and visa, the minor child must have a certified copy of their unabridged birth certificate detailing both the child/children's, and their parents' personal information.
 2. If only one parent is accompanying the minor child, they must have an affidavit from the absent parent giving permission for travel. If the absent parent is not named on the birth certificate, an affidavit is not required.
- For more detailed information on **Botswana visa requirements**, please visit: <https://africaseden.travel/visa-info/>
 - For more information on **Travelling with Minors** (children under 18 years) to Botswana, please follow this link: <https://africaseden.travel/visa-info/tourist-visa-botswana/>

4. General:

4.1 Tipping is standard practice in South Africa, and it is custom to tip your waiter from **10%** of the total bill. Most waiters earn a minimum wage and therefore rely heavily on their tips to make a living. Some restaurants will automatically add a standard service charge of **10%** to big groups, but we suggest checking this with the restaurant management.

4.2 Rangers and trackers more often than not play a big role in making your safari special and memorable: The trackers help find animals such as the Big 5, and it becomes apparent how useful their tracking skills are during a safari. Rangers don't just keep you safe, but also share valuable and entertaining information with you. Tipping is not compulsory, but if you feel that the ranger did a good job, then it is recommended that you tip **R200 to R300 per family (or couple) per day**. Tips for trackers are usually **R100 to R200 per family (or couple) per day**.

4.3 Tour guides and drivers: The standard practice in South Africa is to tip the tour guide and coach driver at the end of your tour. If you are doing a group tour, then we recommend tipping anything from **R40 to R80 per person**. You may tip more if you are pleased with the service. If you are taking a private tour, i.e., only one couple or a family, then we recommend you tip the driver (who will usually also be your guide) anything from **R100**. Guests are welcome to tip more if they feel that the driver/guide made their trip enjoyable.

4.4 If your itinerary includes a **small air charter transfer**, please remember there are always luggage restrictions on light aircraft. Only soft (duffel) bags will be accepted. The rule of thumb for this is a bag soft enough for you to easily manipulate its shape. Hard suitcases cannot be accepted, as it is not possible to physically fit them into the aircraft. This includes camera equipment and hand luggage. All luggage must be able to fit into the belly pods of the aircraft.

4.5 Certain national park entries require passport or other identification, for example Robben Island and others. We encourage our guests to keep certified copies of their travel documents in their safes in the hotel and to bring their passports with them so that they have them readily available on excursions.

Most of these suggestions are specific to South Africa with only a brief reference to the Visa requirements for Zimbabwe, Botswana, and Zambia. Should your trip include visits to our other neighbouring countries, please ask your dedicated consultant to brief you on any varying requirements.

5. QUOTATIONS AND ONLINE BOOKINGS:

5.1 Quotations are valid for the dates specified and are subject to adjustments if the services quoted for are not available at the time of booking. Both quotations and confirmed bookings are subject to price adjustments in the event of changes in government-imposed taxes, tourism levies, regional taxes, or levies of whatever nature.

5.2 Please note that if a booking is made directly with suppliers, using your WebConnect login, the Suppliers Terms and Conditions supersede OpentourAfrica's Terms and Conditions laid out herein.

6. HOW TO BOOK

6.1 Confirmations, amendments, and cancellations of bookings must be received by OpentourAfrica ("OTA") in writing by means of electronic mail (not WhatsApp messages or Skype chats).

6.2 Confirmed bookings are subject to price adjustments in the event of changes in government-imposed taxes, tourism levies, regional taxes, or levies of whatever nature.

6.3 To confirm a booking, a **non-refundable deposit of 25% of total booking value** shall be payable within **10 working days** of the confirmation. As some third-party suppliers require full or partial payment in order to secure and confirm space, OTA may insist on a larger deposit to process the booking.

6.4 All confirmed reservations are subject to our cancellation policy as well as those of third-party suppliers.

7. PAYMENT

7.1 Full payment of a reservation is due **on or before 46 days prior** to date of arrival of the traveller/s, or if booking is made **within 7 weeks prior** to departure, the total cost of the package must be paid at the time of booking.

7.2 All prices are nett of any financial transaction charges. Bank charges are therefore the responsibility of the booking Agent/Client.

7.3 Payment shall, in all instances, be made in the currency in which the quotation was accepted and in which the invoice is generated.

8. CANCELLATIONS

8.1 Should a confirmed booking be cancelled; the **booking deposit is forfeited**.

8.2 When a confirmed booking is cancelled, the 30% booking deposit is forfeited as it remains non-refundable.

8.2.1 **45 days to 30 days before departure – 35%** of total invoice

8.2.2 **29 days to 10 days before departure – 60%** of total invoice

8.2.2 **9 days to departure – 100%** of total invoice

8.3 Note that OTA contracts the services and accommodation of third-party suppliers who have their own cancellation policies that may differ from ours and these shall also apply to all bookings. The relevant Terms and Conditions of third-party suppliers are available on request, and it remains the passenger's responsibility to avail themselves as to the contents thereof.

9. INSURANCE

9.1 It is a condition of booking that the traveller has taken up and maintains comprehensive travel and medical insurance to cover themselves and any travelling dependents/companions for the duration of their trip. This insurance should include cover in respect of, but not be limited to, the following eventualities:

9.1.1 cancellation and curtailment;

9.1.2 emergency evacuation expenses;

9.1.3 medical expenses;

9.1.4 repatriation expenses;

9.1.5 damage / theft / loss of personal baggage, money, and goods.

9.2. OTA, including its representatives and employees, will have no responsibility for any costs or losses incurred or suffered by the traveller, traveller's dependents or travelling companions, with regards to, but not limited to, any of the abovementioned eventualities.

9.3 Should the traveller not be carrying the relevant insurance cover; they may be charged directly by the relevant service providers for any emergency services they require or may find themselves unable to access such services.

10 GENERAL CONDITIONS

10.1 Regarding our itineraries generated by our software integrated with Wetu, these do not have a 'Services in Brief' section. For these generated itineraries the following applies:

- The "Day Itinerary" normally written in English and in **ORANGE** represent the exact services quoted and which will be vouchered upon confirmation.
- Room types and accommodation quoted are as per "Introduction" section of the pdf WETU itinerary
- Beverages are excluded unless otherwise indicated.

When itineraries are created, descriptions of suggested visits and/or excursions that are not quoted or included in the proposal may be mentioned. These are only suggestions and may be purchased by the guests directly in loco. To be reassured of the exact inclusions in the proposed services included, refer to "Daily Itinerary".

10.2 Each Tour and Itinerary requires the organisation of transport, meals, entrance fees, accommodation and/or other facilities and services. OpentourAfrica will curate and offer assistance throughout the journey and itinerary and will be available to assist at all hours. OTA, however, has no direct control over third-party suppliers and accordingly accepts no responsibility for any injury, damage, loss, accident, delay, irregularity and/or inconvenience caused by any supplier for the supply of any service or by an act or omission or negligence of any supplier or its employees.

10.3 OTA reserves the right to alter or substitute routes, refreshments, meals, accommodation, itineraries, tours, services, vehicles and/or arrangements should conditions necessitate it. Substitutes of equal value will be offered where possible.

10.4 OTA shall not be held responsible or liable for any delays or additional costs incurred as a result of airlines not running to schedule.

10.5 The *onus* is on the traveller to ensure that their passports are valid for travel, that they are in possession of valid visas for all countries being visited, and that all necessary health certificates for these destinations are in order. OTA shall not be held liable for any visas, or costs thereof, not obtained by the traveller prior their travel.

10.6 Travellers are advised that many areas within Africa and the Indian Ocean are malarial, and all travellers must consult their doctors before travelling and ensure that all anti- malarial precautions are taken, followed, and advised upon at the time of travel.

10.7 Many lodges in Africa are not fenced off and the areas travelled to have wild animals. Attacks are rare, but no guarantee can be given that this will not occur. Neither OTA, its employees or agents shall be liable for any injury or incident whilst within a wildlife area.

10.8 OpentourAfrica is not liable for anything that is not mentioned or informed in the inclusion. Our services include transportation, accommodation, meals, and entrance fees with additional services that will be added as per the tour. We don't have any control over the services provided by the suppliers for the tour. While we work with trusted suppliers for various tour services, it's important to acknowledge that OpentourAfrica does not have direct control over the operations and services provided by these third-party suppliers. Consequently, any inconvenience or delay caused by these suppliers, including loss, damage, injury, accidents or death during the tour, does not fall under the liability of OpentourAfrica.

10.9 "*Force Majeure*" means any circumstance beyond the reasonable control of OpentourAfrica (including, but not limited to, acts of God, explosion, flood, fire, war or threat of war, sabotage, civil disturbance, quarantine, government intervention, pandemics, weather conditions or other unexpected occurrences).

10.9.1 OpentourAfrica shall not be deemed to be in breach of these terms and conditions or otherwise be liable to the Client by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any *Force Majeure* Event.

- 10.9.2** If OpentourAfrica and its contracted services are affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the tour or safari.
- 10.9.3** No refunds are given for circumstances arising or events occurring beyond OpentourAfrica's reasonable control that may necessitate alternative arrangements having to be made to ensure the safety and/or further participation and enjoyment of the tour of safari.
- 10.9.4** In the unlikely event of a vehicle breakdown that is beyond OpentourAfrica's control and immediate repair, OpentourAfrica will arrange to have the spare part sent to the vehicle's location as soon as practically possible. OpentourAfrica reserves the right to alter the itinerary accordingly, in order to make up any time lost due to any unforeseen circumstances
- 10.10** OpentourAfrica reserves the right to cancel the tour and in such an even shall only refund the Client those amounts paid to date and recovered from third-party suppliers.
- 10.11** Any decision made by the tour guide, acting as an OpentourAfrica's representative, shall be deemed final on all matters.
- 10.12** OpentourAfrica 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. The Client may in such circumstances be excluded from the tour without a refund, at the sole discretion of OpentourAfrica or our representative.
- 10.13** Should OpentourAfrica or our representative consider 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.
- 10.14** Should a client cause severe inconvenience or annoyance to other Clients, OpentourAfrica may decline to carry the Client further, without any refund whatsoever. This shall be considered as a last resort and will therefore only be enforced after extensive intervention by the tour guide or representative.
- 10.15** In the unlikely event that the Client has a complaint, OpentourAfrica must be informed immediately so that the complaint can be investigated. Should the Client have any further complaints, these must be lodged in writing to OTA within 1 month of the tour end date. If these procedures are not followed, OpentourAfrica will not commence with nor continue any investigation of said complaint.
- 10.16** Any claim or dispute which may arise between any traveller and OTA, including any claim for loss or damage due to injury to person or property, shall be resolved, in the first instance, by mediation and negotiations and should the parties fail to reach consensus, by arbitration in accordance with the laws of the Republic of South Africa. In all matters where it is or may become necessary to have recourse to the court, the courts of the Republic of South Africa shall have sole jurisdiction to the exclusions of the courts of any other country and the law of the Republic of South Africa shall prevail.

11. IMPORTANT INFORMATION RELATING TO CAR RENTALS IN SOUTH AFRICA

Collecting your vehicle

On collecting your vehicle at the car rental kiosk, you will be asked to submit the credit card details of the lead driver. You **MUST** have a credit card. If for any reason the lead driver does not have one, one of the passengers with a credit card will be noted as the lead driver and an additional driver will be charged for the person who will drive the vehicle.

Although your rental vehicle comes with Super Cover insurance, there is a small excess should you be involved in an accident. The rental company will therefore put a hold on your credit card for a small deposit to cover this. This amount varies from company to company but is typically around ZAR 4,600 – ZAR 6,500. We always include a GPS as a standard in our costs, and this too carries a small deposit at some companies, or around ZAR 1,500. Your total deposit to be held against your card will be in the around ZAR 6,100 – ZAR 8,000.

One Way Fees, Cross Border Fees, and Ancillary Charges

One-way fees are often charged as it is common on a self-drive trip to start in one area and end in another (e.g., Cape Town pick up with a Port Elizabeth drop off). If a vehicle is taken into another approved neighbouring country, there will be an applicable Cross Border Fee charged. Cross Border bookings need to be pre-booked.

The Cross Border and one-way fees cannot be combined, if you collect in South Africa and drop off in any neighbouring country you will be charged both fees. It can become costly to do this though, so we recommend starting and ending your trip in South Africa, this way you are only charged the Cross Border Fee.

Ancillary charges – although we include some of these charges when quoting a vehicle, they can sometimes only be charged directly and will therefore be charged to your credit card.

Here are some of the main charges:

Delivery or collection fees – usually included in our quotes

One-way drop off fees – usually included in our quotes.

Cross border fees – usually included in our quotes.

E-Tolls – explained below

Refuelling charge – explained below

Speeding admin fine – if you incur a speeding fine, this is charged along with an admin fee from the car rental company.

Here are some occasional charges that may be charged:

Valet – if they deem the vehicle to be returned in an excessively dirty state (e.g., full of sea sand, mud/dirt, upholstery marks, food stains etc.)

Any extra equipment such as bike racks, roof racks etc.

Car seat – usually included in our quotes

Booster seat – usually included in our quotes

GPS, Google Maps & Directions

As part of your car rental hire you will receive a GPS to assist you with navigating your trip. This, along with Google Maps works well in all cities and towns throughout South Africa. However rural areas, specifically game reserves, are not at all dependable. Rather refer to written directions if provided, or the various property's will have these on their websites. The GPS, or even Google Maps, is not always aware of smaller roads and entrances to the reserves. We recommend using the GPS/Google Maps to an area, and then written directions from that area (e.g., GPS from Johannesburg – White River, and then written directions to navigate from there to a specific hotel/lodge/reserve)

E-Tolling

There are E-tolls stations in various parts of South Africa. All vehicles included in our costs are fitted with e-tags, allowing you to pass through the toll gates without paying. When you approach, the gate will automatically open, as your tag is registered. The charges are included in the rental costs.

Refuelling

In South Africa, unlike Europe, the car rentals companies are not allowed, by law, to charge more than the normal petrol price. For this reason, they charge an admin fee for refuelling your vehicle after it has been returned to them. Because of this we recommend that you DO NOT fill up your vehicle before returning it. The reason for this is that the car rental companies tend to fill their vehicle to the absolute brim, and when you fill it, you may not. You therefore think the tank is full, but by the car rental company standard it is not – which results in a lot of back and forth over a small amount of fuel with a tiny cost. The charges are included in the rental costs.

Accidents

If you have a road accident, you MUST contact the car rental company first. You will receive clear instructions on who to contact in this case of an accident (please ask if they do not offer these). Alternatively, contact your consultant for assistance. Please do not accept assistance from anyone else (even if they kindly offer to help). If you are still able to drive the vehicle, the car rental company will give you clear instructions on how to proceed. If you cannot drive the vehicle, they will send one of their approved towing services and make the arrangements for your replacement vehicle to be delivered to you. DO NOT call a towing/breakdown company yourself and assume this is included in your rental fee. The car hire companies only work with certain approved towing companies, and you may be charged for using a non-approved one.

Speeding, Drink/Driving & Reckless Driving

Please note that all vehicles are fitted with telematics systems which monitor your speed and where the vehicle is travelling. We have very strict speed limit / drink driving laws in South Africa. If you exceed the speed limit by 9 kms/hour, you will be fined. There are numerous permanent and mobile speed cameras set up throughout the country. If you are involved in an incident/accident due to speeding / drink or reckless driving, you will be liable for the full value of any damages caused.

11.1 **BLUU Car Rental**

Included in your car rental with OpentourAfrica: any delivery/collection/one-way/crossborder fees (where applicable); contract fee; daily GPS; e-tolls, refuelling and Super Liability Cover – which is inclusive of (SCDW) Collision damage (Super Liability), (STLW) Theft of Vehicle (Super Liability), (TYR) Tyre Waiver, (WIN) Glass Waiver. Undercarriage damage is included with the understanding that there was no negligence on the part of the renter/driver.

[BLUU Car Rental Terms & Conditions](#)

Excluded in your car rental with OpentourAfrica: Personal property is not covered by the waivers reflected below: waivers do not include any damage to the vehicle incurred as a result of potholes, dust storms and/or sand; hail damage is not covered. Hail Damage Waiver can be purchased at the time of rental to waive the risk; water and sand damage are not included in the rates.

[BLUU Car Rental – Renter Guide](#) (includes important waiver information)

11.2 **Europcar**

Included in your car rental with OpentourAfrica: any delivery/collection/one-way/cross border fees (where applicable); contract fee; Theft and Collision Damage Waiver; Personal Accident Insurance; unlimited mileage; airport surcharge; tourism levy; VAT at 15%; additional driver per rental; damage due to sandblasting; tyre and rim damage; hubcaps; windscreen and GPS/Wifi Router.

[Europcar Full Terms & Conditions](#)

Excluded in your car rental with OpentourAfrica: Young driver surcharge per day, per driver; document administration fee; traffic fine handling fee; claim handling fee; assessor's fee; water and under-carriage damage to vehicles.

Payment: exceptionally Europcar allows credit card and debit cards for payment (it however remains within Europcar's sole discretion to accept or decline any method of payment at any time)

PLEASE NOTE

Any undercarriage damages, whatsoever, and/or any water damages when the vehicle is driven through or in water, and/or any damages whatsoever caused to the vehicle in a collision or otherwise, while same is utilised/driven on a sand or gravel road, and/or any damage caused by dust storms, are all, specifically excluded from the liability waiver/s (contained in the full terms & conditions online) and you shall be liable for the full charges of any such damage to the vehicle. Furthermore, all damages caused from or by potholes and/or hail, are excluded unless extra waivers are purchased by you; In instances where undercarriage damage forms part of an inclusive rate offering and it is found that such damage is due to negligence, then the renter is responsible and liable for the full cost of damage.*

**this pertains to BLUU only as Europcar covers this event*

12. **CONSENT**

The acceptance of a quotation in writing for a booking with OpentourAfrica constitutes consent to all the terms, conditions and provisions stipulated by OpentourAfrica. It shall be the responsibility of booking agents and travellers to avail themselves of the contents of these Terms and Conditions and tend to the signature of the Indemnity and Waiver provided. Failure to sign these Terms and Conditions and/or the Indemnity and Waiver will not negate the applicability thereof to any transaction between the Parties.

We require all passengers to take out and maintain comprehensive travel insurance. Participation in any quoted and/or booked Itinerary may be refused in the absence of such comprehensive travel insurance.