



Terms & Conditions

Responsibility And Liability

The Operator (Safaris In Africa) will make every effort: To engage quality suppliers among the airlines, hotels, other tour operators, and service providers to provide the travel products featured; and To ensure that the various services making up each tour will be carried out efficiently and as specified. However, because the operator does not have direct control over the provision of services that make up the elements of the tour, the operator does not accept any liability for errors and omissions of such suppliers. Any complaints regarding accommodation, food, facilities, etc. must be taken up with the individual hotel, Guest House, etc. The Operator shall not be liable for any damage, losses, and expenses suffered by any client as a result of sickness, quarantine, weather conditions, war, strikes, riots, or any other cause outside the Operator's control including Force Majeure. The Operator may at any time cancel such tour or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be the responsibility of the client. All bookings are subject to the terms and conditions specified by the supplier of the services. The Operator will provide on request, the identity of the supplier, and such supplier's terms and conditions may include, but are not limited to, provisions regarding the cancellation fees or amendment fees applicable to confirmed reservations, refunds/no refunds for no-shows/unused services; late booking fees; baggage allowances; confirmation of flights, etc. In the case of airlines, fees are non-refundable; the typical baggage allowance is 20kg; extension of ticket validity is not permitted and the customer must reconfirm his/her flight within 72 hours prior to departure. The Operator accepts no liability in respect of death, injury, loss, or damage to person or property arising out of any act, omission, or negligence of the operator, the supplier, the operator's or supplier's servants, save only in the case of wilful negligence or a wilful act or omission.

Client Responsibility

Clients may not carry any unlawful articles or substances whilst traveling in the Republic of South Africa or any other country visited during the tour. If any client offends against the prohibitions set out herein, or the laws of South Africa, or any other country visited, the Operator will be entitled to immediately exclude the client from the tour the offender who will be responsible for his or her own repatriation and all costs thereof. The Operator will under no circumstances be obliged to assist any such offender in any dealings or negotiations with any authority.

Reservations

A 20% deposit is requested at the time of reservation to secure the booking for the client. The Operator will pay such deposits to service providers such as hotels, lodges, activities, entrance fees, flights, etc. The balance must be paid 8 (eight) weeks prior to start date of the journey. In the event of any reservation being completed less than 8 weeks (eight) days prior to departure, the total price is due immediately on confirmation and is non-refundable. The Operator reserves the right to cancel any reservation for which payment has not been made by the due date in which event, any deposit paid will be forfeited to the Operator. Documentation is only prepared on receipt of full and final payment and completed booking form and travel declaration. Confirmation of the booking and payment of the deposit shall constitute acceptance of the Operator's terms and conditions of business. Prices are quoted at the currency exchange rate



applicable on the date of the invoice. Until the Operator has received full payment, the Operator reserves the right to charge any variations in the currency exchange rate to the client's account. The Operator guarantees the tour price, once full payment is received. Special requests regarding diet, accommodation, method of travel, tour itinerary, etc. must be made at time of booking. The Operator will endeavour to comply with the special requests, which will be charged extra where applicable, but cannot guarantee that such requests will be met.

Payment & Cancellations

The Operator accepts payment by credit card and swift transfer. All payments are to be made out to the Operator or its Nominee. Any other whilst on tour is the client's responsibility. In the event of the clients cancelling reservations for any reason, such cancellations must be made in writing and in such instances, cancellation charges will be levied as follows:

- 60 days – 30 days prior to departure: 20% of total price
- 29 days – 22 days prior to departure: 25% of total price
- 21 days – 15 days prior to departure: 50% of total price
- 14 days – 08 days prior to departure: 70% of total price
- 07 days or less prior to departure: 100% of the total price

The Operator reserves the right to cancel any tour at any time prior to departure, in which event all payments will be refunded in full and final settlement of all liability of whatsoever nature, howsoever arising, resulting from such cancellation. The Operator reserves the right to charge a booking fee and/or a handling fee in such circumstances. In the event of clients cancelling their reservations, such cancellation must be made in writing notwithstanding anything to the contrary contained in these booking conditions. No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive tour price, or whether they are in respect of pre-booked optional arrangements. Flights that has been booked and paid for by The Operator are nonrefundable as per the airline's terms and conditions. for by The Operator are nonrefundable as per the airline's terms and conditions.

Accommodation & Services

The Operator reserves the right to substitute hotels or other service providers listed, with others of a similar or higher category at no additional cost to the traveller, even after the commencement of the tour.

Prices & Detail

Prices quoted on the Operator's price schedule, which prices the tours and products offered, are based on airfares (where included), hotel prices, land costs, and rates of exchange at the date printed on the price schedule. The Operator reserves the right to adjust prices by way of a revised price schedule from time to time, as influenced by increases in airfares, hotel rates, entrance fees, government and regional levies and taxes and currency fluctuations. The Operator will notify the client of such adjustments as soon as practicable. 7.3 Air fares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by the Operator (if booked by the Operator). All information contained in the Operator's brochure/itinerary and price schedules are to the best of the Operator's knowledge and belief true and correct, but the Operator accepts no liability for any errors/inaccuracies contained



therein. Any discounts applicable to minor children, are set out in the quotation when there is a request for children to accompany the tour. Minor children are defined as children below the age of 12 at the time of departure from the client's country of residence and will pay a reduced rate. Should such a child need a separate room from the parents, it will be charged at the full rate, depending on the policy of the hotel. Prices quoted do not include any items or services not specified, on the Operator's pro forma invoice. Typical items not included may be: costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements, gratuities and portage, meals not specified, alcohol and beverages, airfares (where applicable) or any other item of a personal nature not specified in itinerary.

Insurance

Insurance against cancellation, illness, death, and loss of baggage is required for all clients traveling with the Operator. Clients undertake all activities associated with the itinerary at their own risk and are responsible for their own insurance. The Operator will not be liable if anyone should fail to take adequate insurance cover.

Documentation, Passports, Visas, Vaccinations And Inoculations

All clients are personally responsible for ensuring that they are in the possession of the correct travel documentation prior to their departure from their country of residence. The Operator shall not be responsible for any consequences whatsoever should the client fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. Due to the constantly changing requirements of each country, the Operator shall not be responsible or liable for any information, which it or its representative may furnish to the client in relation to the above. Should the Operator be required to courier documents; any costs incurred will be the client's responsibility. If a client intends to drive a rental car, the client is responsible for obtaining an international driving permit. The client must also be in possession of his/her local driving license.

Extensions

In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes, Force Majeure, or any other cause that is beyond the control of the Operator, it is understood that the expenses relating to these unscheduled extensions including hotel accommodation, food, travel, etc., will be the clients' responsibility. The Operator accepts no liability for changes, omissions, or delays before or during any such extension.

General Information

The Operator shall not be bound by any representation, warranty, promise, or the like not contained herein or agreed in writing. No representation, term, warranty, or condition express or implied shall be considered to be or have been made or agreed or implied by reference to any other writing, advertisement or conversation. A waiver of any of these terms & conditions, or any right arising thereunder, shall be valid only for the particular occasion and shall not affect the operation of such conditions or rights for the future. Should the Operator appoint a tourist guide in respect of any tour, the client shall be obliged to comply with all reasonable instructions of such a tourist guide. The Operator reserves the right to terminate the tour of any client who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tourist guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, tour group or service provider. All guides employed are multilingual Government accredited



tourist guides – all of whom are medically cleared, First Aid practitioners, and in possession of all legal requirements according to South African law or the law of the country in which the tourist guide operates at the relevant time. All clients shall comply with any prohibition on smoking imposed in or on any facility used on any tour.

Jurisdiction

This agreement is governed by the laws of the Republic of South Africa and clients hereby submit to the jurisdiction of the South African Courts. In the event of any disputes arising from this agreement, the parties shall have the option to agree on arbitration to resolve such disputes. Arbiters may be appointed by the South African courts or similar bodies.

General

The Operator and the Client place on record that this is the only full agreement between the parties and no other agreement shall be binding unless it is in writing and signed by both parties. Any alteration to this Agreement must be in writing and signed by the client or an authorized representative of the Operator. All notifications and communications by the client must be sent to the address in Clause 14 (below). The operator will send such notifications to the client at the clients address in his/her country of residence.