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See pages below.

TERMS AND CONDITIONS 2017/ 2018/ 2019

1) PAYMENT METHODS

PAYMENT IS DUE IN SOUTH AFRICAN RANDS (ZAR), UNLESS OTHERWISE STATED, VIA BANK TRANSFER OR CREDIT CARD. WE ACCEPT VISA AND MASTERCARD, AMEX.

WE ARE BOUND BY FIRST NATIONAL BANK OF SOUTH AFRICA'S SECURITY AND SAFETY LAWS WHEN IT COMES TO PROCESSING OF PAYMENT. THE VALUE OF THE TRIP MUST BE PAID FOR AS PER THE ZAR VALUE OF THE INVOICE PROVIDED. EXCHANGE RATES ARE MERELY GUIDELINES FOR CLIENTS TO SEE THE COST IN THEIR OWN CURRENCY FOR COMPARISON, AND WE CANNOT BE HELD RESPONSIBLE FOR THE EXCHANGE RATE YOUR BANK USES WHEN CONVERTING ZAR INTO YOUR LOCAL CURRENCY. THESE PRICES EXCLUDE THE SERVICE FEES OR EXCHANGE RATE YOUR BANK CHOOSES TO CHARGE AT THE TIME OF DEDUCTION.

IF YOU RECEIVE AN INVOICE IN US\$ DOLLARS, THEN KINDLY NOTE THIS RELATES TO A US\$ DOLLAR COST THAT IS PAYABLE IN THIS CURRENCY FROM OUR SERVICE PROVIDERS. KINDLY PAY YOUR ZAR AND US\$ DOLLAR INVOICES SEPARATELY INTO THE STATED ACCOUNTS, OR IF CHOSING TO LUMP THEM TOGETHER AND PAY VIA CREDIT CARD IN ZAR, WE WILL CONVERT THE US\$ DOLLAR PORTION OF THE INVOICE, AT OUR BANK QUOTED RATE FROM US\$ TO ZAR.

1.1) DELIVERY OF DOCUMENTS GUARANTEEING SERVICES

ONCE A DEPOSIT IS PAID , YOU WILL RECEIVE YOUR NECESSARY TRAVEL CONFIRMATION WITHIN **14 DAYS**, GUARANTEEING YOUR TRIP WITH DETAILED INCLUSIONS AND EXCLUSIONS. THIS DOCUMENT IS LEGALLY BINDING, A FORM OF SERVICE GUARANTEE, IN ACCORDANCE WITH INTERNATIONAL TRAVEL STANDARDS SET OUT BY SATSA(SOUTHERN AFRICAN TOURISM SERVICES) AND ASTA(AMERICAN SOCIETY OF TRAVEL AGENTS). THESE DOCUMENTS ARE NORMALLY SENT VIA **PDF** TO YOUR EMAIL OR DELIVERED BY HAND OR DHL COURIER SERVICES {IF REQUESTED} AT AN ADDITIONAL FEE.

1.2) BOOKING FORM (SEE PAGE 6 – 8 BELOW)

DUE TO THE EXTREMELY IMPORTANT NATURE OF CORRECT SPELLING OF NAMES ON FLIGHT TICKETS, AS WELL AS SAFETY AND SECURITY REGULATIONS, NO BOOKINGS WILL BE PROCESSED UNLESS **A COMPLETE BOOKING FORM AND COPIES OF PASSPORTS** IS RECEIVED ON CONVERSION OF A QUOTE TO A BOOKING. ALL BOOKING FORMS MUST BE SENT TO THE TRAVEL CONSULTANT YOU ARE DEALING WITH DIRECTLY

1.3) TRAVEL INSURANCES AND LEGAL DOCUMENTATION:

ALL PARTICIPANTS MUST TAKE OUT TRAVEL, MEDICAL, CANCELLATION AND CURTAILMENT INSURANCE THE MOMENT THE AGENT, OR ORGANISING COMMITTEE, OR PERSON TRAVELLING THEMSELVES, ARE RESPONSIBLE TO ARRANGE INTERNATIONAL FLIGHTS OUT OF AND RETURNING TO THEIR COUNTRIES OF ORIGIN, AS WELL AS ENSURING EACH TRAVELLER HAS THE NECESSARY VISA, HEALTH AND OTHER INTERNATIONAL TRAVEL DOCUMENTATION IN PLACE AT LEAST 45 DAYS PRIOR TO DEPARTURE. ANY OMISSIONS IN THIS REGARD, ARE NOT THE RESPONSIBILITY OF OUR COMPANY.

2) DEPOSIT POLICY :

SUBJECT TO THE SIZE AND COMPLEXITY OF THE GROUP, AND ITS ACCOMMODATION AND LOGISTICAL REQUIREMENTS, AS WELL AS THE TIME OF YEAR, WE MAY REQUIRE A 25 - 50% DEPOSIT WITHIN 7 DAYS OF BOOKING.

THE BALANCE IS DUE NO LESS THAN 45 DAYS PRIOR TO ARRIVAL.

IF PAYMENTS ARE MADE OVER A PERIOD OF MORE THAN 14 DAYS, IE INITIAL DEPOSIT IN MARCH AND THEN FINAL PAYMENT IN JULY, THE INVOICE FOR BALANCE OF PAYMENT WILL BE ADJUSTED ACCORDINGLY SHOULD THE EXCHANGE RATES FLUCTUATE SIGNIFICANTLY FOR ANY U\$ DOLLAR BASED COSTS, IE TRAVEL OUTSIDE OF SOUTH AFRICA, AND IN MOST NEIGHBOURING COUNTRIES.

TIMELINE FOR DEPOSITS OF INDIVIDUALS/ FIT TRAVELLERS:

50% DEPOSIT TO SECURE YOUR BOOKING

50% BALANCE 45 DAYS BEFORE TRAVEL.

TIMELINE FOR DEPOSITS FOR GROUPS OF 8 OR MORE TRAVELLERS:

25% DEPOSIT TO SECURE YOUR BOOKING

25% 90 DAYS BEFORE TRAVEL

50% BALANCE 45 DAYS BEFORE TRAVEL.

3 EXCHANGE RATE FLUCTUATION

AT NO STAGE CAN WE GUARANTEE A RATE OF EXCHANGE FOR LONGER THAN 24 HOURS, IF YOUR TRIP INVOLVES MULTIPLE CURRENCY COSTS WE WILL TAKE A SPOT PRICE ON THE DAY. ANY MAJOR FLUCTUATIONS WILL BE ADJUSTED ON THE INVOICE ACCORDINGLY IF PAYMENT IS NOT MADE BY DUE DATE STATED.

4) ADMINISTRATION FEES: ALL DEPOSITS CARRY A 10% NON-REFUNDABLE ADMINISTRATION FEE OF THE **TOTAL TRIP COST**.

WE STRONGLY RECOMMEND TAKING OUT CANCELLATION INSURANCE WHEN BOOKING ANY TRIPS OF SIGNIFICANT VALUE. WE CARRY BANK CHARGES, CREDIT CARD FEES ADMINISTRATION AND COMMUNICATION COSTS BASED ON TIME INVESTED IN A BOOKING, THIS IS WHY WE APPLY THIS POLICY. SOME HOTELS, RESORTS AND LODGES ENFORCE NON-REFUNDABLE DEPOSITS THROUGHOUT THE YEAR. (SEE POINT 6 BELOW.) HOTELS MAY INCREASE THEIR CANCELLATION POLICY OVER FESTIVE SEASON. (SEE POINT 7 IN THIS REGARD ON THE PAGE BELOW)

5) STANDARD CANCELLATION POLICY APPLICABLE TO TOTAL TRIP COSTS * :

ANY BOOKINGS CANCELLED CARRY A MINIMUM OF A 10% CANCELLATION FEE, REGARDLESS OF THE TIME OF DEPOSIT. (SEE POINT 4 ADMINISTRATION FEES)

ANY BOOKINGS CANCELLED LESS THAN 180 DAYS BUT MORE THAN 90 DAYS PRIOR TO ARRIVAL ARE SUBJECT TO A 15% CANCELLATION FEE.

ANY BOOKINGS CANCELLED LESS THAN 90 DAYS BUT MORE THAN 60 DAYS PRIOR TO ARRIVAL, ARE SUBJECT TO A 25% CANCELLATION FEE.

ANY BOOKINGS CANCELLED LESS THAN 60 DAYS BUT MORE THAN 30 DAYS PRIOR TO ARRIVAL ARE SUBJECT TO A 50% CANCELLATION FEE.

ANY BOOKINGS CANCELLED LESS THAN 30 DAYS BUT MORE THAN 21 DAYS PRIOR TO ARRIVAL ARE SUBJECT TO A 75% CANCELLATION FEE.

ANY BOOKINGS CANCELLED LESS THAN 21 DAYS BUT MORE THAN 14 DAYS PRIOR TO ARRIVAL ARE SUBJECT TO A 95% CANCELLATION FEE.

ANY BOOKINGS CANCELLED LESS THAN 14 DAYS PRIOR TO ARRIVAL ARE SUBJECT TO A 100% CANCELLATION FEE.

**THIS EXCLUDES ALL AIRLINE TICKETS, WHICH ARE LISTED SEPARATELY UNDER POINT 8.*

**** PLEASE NOTE: THE ABOVE IS STANDARDISED ACROSS A WIDE ARRAY OF SERVICE PROVIDERS, AS SUCH THESE CANCELLATION TERMS ARE THE MINIMUM STANDARD APPLICABLE. SHOULD THERE HOWEVER BE STRICTER POLICIES IN PLACE, BASED ON THE SPECIFIC SERVICE PROVIDER, WE WILL APPLY THE LATTER, AND YOU ARE ENTITLED TO REQUEST THESE CANCELLATION POLICIES IN WRITING.**

***** PLEASE NOTE: SOUTHERN AND EAST AFRICA TEND TO HAVE STRICT CANCELLATION POLICIES IN PLACE, BECAUSE IN MANY KEY TOURIST AREAS THERE IS HIGH DEMAND FOR ACCOMMODATION, BUT THERE IS LIMITED ACCESS IN TERMS OF FLIGHTS, SO ONCE ROOMS CANCEL, THE CHANCES OF RESELLING THE ROOMS ARE LOW, BECAUSE THE FLIGHTS , INTERNATIONALLY, REGIONALLY AND LOCALLY ARE LIMITED IN THEIR CAPACITY, ESPECIALLY OVER PEAK PERIODS.**

6) CANCELLATION POLICY ADDENDUM:

SOME SAFARI LODGES AND SMALLER PRIVATE RESORTS ENFORCE STRICTER NON REFUNDABLE DEPOSIT POLICIES THAN THE ABOVE POLICY.

PLEASE NOTE: SOME SAFARI LODGES, RESORTS OR BOUTIQUE HOTELS WITH A SMALL ROOM TOTAL, ARE NOW ENFORCING 25% **NON-REFUNDABLE** DEPOSITS WITHIN 14 DAYS OF MAKING A BOOKING, AND THE BALANCE IS DUE 60 DAYS PRIOR TO ARRIVAL.
ANY CANCELLATIONS LESS THAN 60 DAYS CARRY A 100% CANCELLATION FEE.

THEREFORE THIS POLICY OVERRIDES THE ABOVE STANDARD POLICY, ONLY WHEN A SPECIFIC LODGE OR GROUP OF LODGES APPLIES THIS HIGHER PERCENTAGE OF CANCELLATION AND NON REFUNDABLE DEPOSITS , AND CAN BE OBTAINED PER LODGE ON REQUEST WHEN MAKING A BOOKING.

7) FESTIVE SEASON BOOKINGS BETWEEN 5 DECEMBER AND 10 JANUARY EVERY YEAR ARE STRICTER.

PLEASE NOTE: BETWEEN 5 DECEMBER – 10 JANUARY EVERY YEAR MOST HOTELS, RESORTS AND LODGES ENFORCE A STRICTER CANCELLATION POLICY THAN OUR STANDARD POLICIES STIPULATED IN POINT 5. THESE CAN BE OBTAINED ON REQUEST WHEN BOOKING OVER THIS PERIOD.

8) AIRLINE TICKETS:

FLIGHT PRICES ARE ONLY GUARANTEED FOR 12 HOURS ON OUR SYSTEMS, AND ARE SUBJECT TO AVAILABILITY. THEY WILL BE REQUOTED IF YOU HAVE NOT PAID AS PER THE FLIGHT DEPOSIT DEADLINE.

MOST TICKETS ARE GENERALLY PARTIALLY REFUNDABLE, BUT ALWAYS CARRY AN AMENDMENT FEE. YOUR TICKETS WILL CARRY THESE DETAILS , AND ARE TREATED CASE BY CASE, DEPENDING ON THE FARE CLASS BOOKED, AND THE INDIVIDUAL AIRLINE POLICY. IF BOOKED IN THE CHEAPEST CLASS THEY ARE NON REFUNDABLE.

9) REFUND POLICY:

9.1 OUR REFUNDS ARE PROCESSED WITHIN THE CANCELLATION GUIDELINES LISTED ABOVE IN POINTS 4 – 8. REFUNDS ARE PROCESSED WITHIN **7 DAYS** OF RECEIVING YOUR CANCELLATION EMAIL, WHICH MUST BE PUT IN WRITING TO YOUR TRAVEL CONSULTANT THAT YOU WERE DEALING WITH, AND SUPPORTED WITH NECESSARY DOCUMENTATION I.E. MEDICAL CERTIFICATES ETC.

9.2 IF IN THE CASE OF A SERVICE DELIVERY FAILURE, PLEASE LODGE YOUR COMPLAINT IN WRITING TO YOUR TRAVEL CONSULTANT YOU WERE DEALING WITH, OR TO SALES@BESTSAFARIAFRICA.COM OR INFO@LUXURYAFRICANSAFARI.COM CALL +27 21 976 0099 IF YOU WISH TO TALK TO A CONSULTANT OR MANAGER BEFORE LODGING THE COMPLAINT IN WRITING.

9.3 ONCE WE RECEIVE A COMPLAINT REGARDING A SPECIFIC HOTEL OR SERVICE PROVIDER, WE WILL INVESTIGATE THE MATTER WITHIN 7 DAYS OF YOUR COMPLAINT, AND THEREAFTER ISSUE A REFUND INSTRUCTION AND REFUND FORM TO COMPLETE IF YOUR COMPLAINT WAS VERIFIED AND APPROVED BY OUR INVESTIGATION. REFUNDS ARE PROCESSED USING THE SAME AVENUE / FORM OF PAYMENT THAT WAS USED WHEN CLIENT MADE PAYMENT TO US.

9.4 WE OPERATE WITHIN THE LAWS OF THE CONSUMER PROTECTION ACT(ACT NR 68, 2008) OF SOUTH AFRICA, AND SHOULD A DISPUTE ARISE WITH A HOTEL OR SERVICE PROVIDER, WE WILL ACT WITHIN THE GUIDELINES OF THIS LAW APPLICABLE TO THE TOURISM INDUSTRY WITHIN SOUTH AFRICA. [HTTPS://WWW.SAICA.CO.ZA/PORTALS/0/TECHNICAL/LEGALANDGOVERNANCE/GON271CODEOFCONDUCTCGSO.PDF](https://www.saica.co.za/portals/0/technical/legalandgovernance/gon271codeofconductcgso.pdf)

WE WILL ALSO REFER TO SATSA'S CODE OF CONDUCT , BY WHICH WE ARE REQUIRED TO COMPLY:

[HTTP://WWW.SATSA.COM/CODE-OF-CONDUCT/](http://www.satsa.com/code-of-conduct/)

IF YOU ARE OF THE OPINION WE ARE NOT COMPLYING WITH THIS CODE OF CONDUCT YOU ARE WELCOME TO LODGE A COMPLAINT WITH SATSA DIRECTLY.

SATSA CONTACT DETAILS :

+27 (0) 86 12 72872; +27 (11) 886 9996. **EMAIL:** PA@SATSA.CO.ZA

10) CANCELLATION INSURANCE AND NEGOTIATING REDUCTIONS WITH MANAGEMENT:

BASED ON POINTS 5 – 9, WE REPEAT IT IS STRONGLY ADVISABLE TO TAKE OUT CANCELLATION INSURANCE, TO COMPLETE BOOKING FORMS PROPERLY AND THAT ALL YOUR TRAVEL DOCUMENTS/ VISAS/ HEALTH ENTRY REQUIREMENTS ARE IN PLACE.

PLEASE BE AWARE THAT OUR STANDARD TERMS AND CONDITIONS RELATE TO SERVICE PROVIDERS AND PRINCIPALS TERMS SENT TO US.

WE WILL TRY AND NEGOTIATE THE REDUCTION OF THE CANCELLATION POLICIES, PER CASE, TO SERVE THE CUSTOMER, SHOULD THE NEED ARISE. THE FINAL DECISION LIES WITH THE HOTEL OR SERVICE PROVIDER'S MANAGEMENT TEAM, NOT US AS A TRAVEL AGENCY. THEY WILL TAKE INTO ACCOUNT FACTORS SUCH AS RESELLING OF ROOMS, OR TIME OF YEAR, OR LOSS OF REVENUE.

THESE NEGOTIATIONS ARE MERELY AN OFFER TO MINIMIZE COSTS TO OUR CLIENTS, BUT UNDER NO CIRCUMSTANCES IS IT UP TO US AS A TRAVEL AGENCY WHAT THE FINAL DECISION WILL BE IF EXISTING CANCELLATION POLICIES FROM OUR SUPPLIERS WILL BE WAIVERED OR REDUCED.

WE OPERATE WITHIN THE RULES OF LAW AND ETHICAL NORMS OF OUR NATION, AND CANNOT PUT UNDUE PRESSURE ON A SERVICE PROVIDER TO REFUND MORE THAN IS STIPULATED IN THEIR CANCELLATION POLICIES AND TERMS AND CONDITIONS.

11) PRIVACY POLICY:

11.1 ALL INFORMATION RECEIVED IN THE BOOKING FORM, ON PAYMENT FORMS, AND CORRESPONDENCE VIA EMAIL WILL BE TREATED WITH STRICTEST CONFIDENTIALITY.

11.2 NO UNSOLICITED EMAILS, SPAMMING OR USAGE OF THE CLIENTS INFORMATION OTHER THAN FOR THE PURPOSES OF DIRECT COMMUNICATION RELATING TO THE CLIENTS TRAVEL NEEDS, WILL BE ENTERED INTO.

11.3 CLIENT'S INFORMATION WILL NOT BE SOLD, OR PASSED ONTO ANY THIRD PARTIES FOR USAGE IN DATABASE PROMOTIONAL ACTIVITIES OR MARKETING.

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www.bestsafariafrica.com and www.luxurykoshersafari.com

FINAL POINTS: THESE TERMS TAKE EFFECT ON 1 NOVEMBER 2017 AND ARE APPLICABLE UNTIL 31 DECEMBER 2019, UNLESS OTHERWISE INDICATED.

END OF TERMS AND CONDITIONS



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