

## **TERMS AND CONDITIONS**

### The Contract

The person or organisation making the booking on behalf of persons participating on the tour / safari does so on behalf of all such persons on the tour / safari (hereafter referred to as "the tour"), and all are bound by the booking conditions. All bookings are made with Lawson's Specialised Tours CC (trading as Lawson's Birding, Wildlife and Custom Safaris). No person has any authority on the company's behalf to vary the booking conditions.

### Payment / Acceptance of Booking

A non refundable deposit of 10% of the tour price is payable to Lawson's Specialised Tours CC on confirmation of the booking. Any variance to the deposit amount or payment date will be advised at the time of booking. Acceptance of the booking will be confirmed in writing at which time a contract comes into existence. The balance of the tour price is due 8 weeks prior to departure date. Should the final payment fail to reach us by the date specified, we reserve the right to treat the booking as cancelled. If a booking is made 8 weeks or less prior to the departure date the full amount is then payable on booking.

Due to the revised South African National Parks (hereafter referred to as "SANParks") Terms & Conditions the exact deposit requirement will vary according to booking time frame and the proportion of the tour spent in SANParks accommodation.

### Cancellation after Payment of the Full Tour Price

Any cancellation must be in writing. The date on which the letter is received by us will determine the cancellation charges applicable. The cancellation charges are expressed as a percentage of the total tour price and are as follows:

#### *Tours excluding SANParks accommodation*

Less than 6 weeks before departure	30 %
Less than 4 weeks before departure	50 %
Less than 3 weeks before departure	60 %
Less than 2 weeks before departure	100 %

#### *Tours including SANParks accommodation*

Less than 6 weeks before departure	50 %
Less than 4 weeks before departure	80 %
Less than 2 weeks before departure	100 %

However, in the event of a cancellation we will endeavour to recover as much of the payment as possible on behalf of the client, subject to the cancellation policies of all the accommodation establishments used in the itinerary.

### Tour Price

Prices quoted are based on costs at the time of quoting. However, external factors beyond our control may affect exchange rates, transportation and accommodation rates and Lawson's Birding, Wildlife & Custom Safaris reserve the right to alter the price of any tour and forward an amended invoice. Where the increase is more than 10 % of the total tour cost, you are entitled to cancel the booking and receive a full refund, provided we have received notification within 10 days of the date reflected on the amended invoice.

### Cancellation by Lawson's Birding, Wildlife and Customs Safaris

Should we be forced to cancel a tour for any reason, all monies paid to the company will be refunded in full. We shall not, however, be liable for any incidental expenses incurred by persons booked on the tour or their agents.

#### Flexibility

The type of tour we offer requires flexibility and we must allow for alternatives on occasions. The itinerary prepared by Lawson's Birding, Wildlife & Custom Safaris will be adhered to as far as possible but we reserve the right to make amendments in the interests of the group as a whole and the itinerary, amenities and mode of transport may be subject to alteration without prior notice due to local unpredictable or unforeseen circumstances or events, such as severe weather conditions, etc.

#### Insurance

It is essential that all persons participating on one of our tours be covered by insurance prior to departure. This insurance must cover personal accident, medical expenses, loss of effects, repatriation costs, cancellation and curtailment expenses and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience. This insurance cover should be arranged at the time of payment of the deposit to cover you for cancellation from that time.

#### Responsibility

The nature of travel is sometimes adventurous and tours may involve some amount of personal risk, including injury, disease, loss or damage to property, inconvenience, discomfort. Neither Lawson's Birding, Wildlife & Custom Safaris nor any person acting for, through or on behalf of us shall be liable for any loss or damage whatsoever arising from any cause whatsoever, whether occasioned by negligence or not.

#### Health

Some itineraries include travel to areas where there is a chance of contracting malaria. Anti-malaria precautions should be commenced prior to departure. Consult your doctor for specific advice.

#### Dietary Requirements

Participants on a Lawson's Birding, Wildlife & Custom Safari are requested to advise us before departure of the tour of any special dietary requirements.

#### Guides

If one of our guides is unable to lead a tour due to illness or other reasons beyond our control we reserve the right to substitute with another guide.

#### Passport and Visas

The onus is upon persons participating on a tour to ensure that all passports and visas are valid for the countries visited and the expiry date of passports exceeds 6 months prior to departure from the countries visited. Lawson's Birding, Wildlife & Custom Safaris cannot be held responsible for any visas, etc not held by participants or for invalid or expired passports.

#### Delays

Lawson's Birding, Wildlife & Custom Safaris cannot be held liable for any delays due to airlines not running to schedule or due to a change in schedule

This agreement is made subject to and shall be governed by and construed according to the laws of the country in which the tour takes place.

#### Banking Details

Bank: Standard Bank, Ground Floor, Standard Bank Building, 211 Ext 10, R40, Riverside Park, Nelspruit, 1201, Mpumalanga, South Africa.  
Branch Code: 05-28-52 (-43)  
Account Number: 030 267 048  
Name: Lawson's Specialised Tours CC  
Swift Code: SBZAZAJJ  
Iban No: ZA16SBZA0528520030267048

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