

TERMS AND CONDITIONS

1. Definitions:

- 1.1.** The "**Company**" means Lawson's Specialised Tours CC t/a Lawson's Birding, Wildlife and Custom Safaris;
- 1.2.** "**SANParks**" means the South African National Parks;
- 1.3.** "**Tour**" means the event, safari, packaged holiday, travel itinerary, travel experience and related expenses booked and paid for by the agent, traveller, passenger and/or representative;

2. The Contract

- 2.1.** The person or organisation making the booking on behalf of persons participating on the tour does so on behalf of all such persons on the tour, and all are bound by the booking conditions.
- 2.2.** All bookings are made with Lawson's Specialised Tours CC t/a Lawson's Birding, Wildlife and Custom Safaris.
- 2.3.** No person has any authority on the company's behalf to vary the booking conditions.
- 2.4.** This agreement is made subject to, shall be governed by and construed according to, the laws of the Republic of South Africa. South African Courts shall therefore have exclusive jurisdiction, where permitted, to entertain any disputes *in re* this Agreement.

3. Payment / Acceptance of Booking

- 3.1.** A non-refundable deposit of **10%** of the tour price is payable to Lawson's Birding, Wildlife and Custom Safaris on confirmation of the booking.
- 3.2.** Any variance to the deposit amount or payment date will be advised at the time of booking.
- 3.3.** Acceptance of the booking will be confirmed in writing at which time this Agreement will become of full force and effect.
- 3.4.** The balance of the tour price is due at least **eight weeks** prior to the departure date.
- 3.5.** Should the final payment fail to reach us by the date specified, we reserve the right to treat the booking as cancelled.
- 3.6.** Should a booking be made **eight weeks** or less prior to the departure date, the full amount shall be payable upon booking.
- 3.7.** Due to the revised SANParks Terms & Conditions, the exact deposit requirement will vary according to booking time frame and the proportion of the tour spent in SANParks accommodation.

4. Tour Price

- 4.1.** Prices quoted are based on costs at the time of quoting. 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 to that effect.
- 4.2.** Where the increase is more than **10%** of the total tour cost, you are entitled to cancel the booking and receive a refund, provided we have received notification within **ten days** of the date reflected on the amended invoice, and subject to a reasonable cancellation fee equating to no more than **10%** of the booking deposit.
- 4.3.** Should there be a conflict in the prices on the website and the email confirming the booking, the prices in the email will be deemed as correct.

5. Cancellation after Payment of the Full Tour Price

5.1. Any cancellation must be made in writing. The date on which the correspondence is received by us will determine the cancellation charges applicable.

5.2. Cancellation charges are expressed as a percentage of the total tour price and are as follows:

5.2.1. *Tours **excluding** SANParks accommodation:*

5.2.1.1.	Less than 6 weeks before departure	30%
5.2.1.2.	Less than 4 weeks before departure	50%
5.2.1.3.	Less than 3 weeks before departure	60%
5.2.1.4.	Less than 2 weeks before departure	100%

5.2.2. *Tours **including** SANParks accommodation:*

5.2.2.1.	Less than 6 weeks before departure	50%
5.2.2.2.	Less than 4 weeks before departure	80%
5.2.2.3.	Less than 2 weeks before departure	100%

5.3. 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. Clients are advised to familiarize themselves with the applicable terms and conditions of each establishment, tour operator and service provider whose service offering will be utilized as part of the tour.

6. Cancellation by Lawson's Birding, Wildlife and Customs Safaris

6.1. Should we be forced to cancel a tour for any reason, all monies paid to the company will be refunded in full, barring any reasonable and irrecoverable expenses incurred prior to cancellation.

6.2. We shall not, however, be liable for any incidental expenses incurred by persons booked on the tour or their agents.

7. Flexibility

7.1. The type of tour we offer requires flexibility and we must allow for alternatives on occasions.

7.2. 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, *force majeure* events as per the Common Law principles of South Africa, government actions (i.e. lockdowns and travel restrictions due to local/international pandemics) etc.

8. Insurance

8.1. It is essential that all persons participating on any 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.

8.2. Insurance cover should be arranged at the time of payment of the deposit to cover you for cancellation from that time.

9. Responsibility

9.1. 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 during the course of the tour, whether occasioned by negligence or not.

- 9.2.** We will endeavour to furnish you with an Indemnity specific to certain activities that may involve an elevated risk factor should the supplier of adventurous activities fail to do so.
- 9.3.** Clients are advised to familiarize themselves with all and any risks associated with the tour prior to departure.

10. 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.

11. 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.

12. Guides

Should one of our guides be unable to lead a tour due to illness or other reasons beyond our control, we reserve the right to substitute him/her with another guide.

13. Passport and Visas

- 13.1.** 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.
- 13.2.** Lawson's Birding, Wildlife & Custom Safaris shall not be liable to participants for their failure to adhere to the relevant visa, passport and related regulations of the countries visited on the tour.

14. 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.

15. Banking Details

Bank:	Standard Bank, Riverside Mall, 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

16. Alternative Banking Option

Should you be interested, arrangements can be made to pay via Exchange4Free <https://exchange4free.com>. Please contact us for details.