

## 1. **Deposit and Securing your Booking**

- In order to confirm your booking, you need to make payment to us of a 50% deposit, except that:
  - additional deposits may be required for peak season travel and specialist products.
- All of the deposits paid in terms of 1.1 above are **non-refundable**.
- The outstanding balance is due not more than 60 days prior to travel.
- If a booking is made less than 60 days prior to travel, the full 100% cost of the booking ("**total booking price**") must be paid up front.
- Failure to make the required deposit(s) means that we will be unable to confirm the booking for you.

## 2. **Prices and Payment**

- All payments must be made by electronic funds transfer (EFT) or telegraphic transfer (SWIFT). We do not accept cash and travellers cheques.
- If you fail to make any payments on or before the due date, your booking will be cancelled and you will forfeit the relevant deposit(s) paid.
- All quotations and confirmations generated by us are based upon external supplier costs such as air fares, airport taxes, fuel surcharges, accommodation, car hire, park fees and gate fees which are outside of our control. These supplier costs are therefore subject to change until final payment has been received or, in the instance of air travel, until air tickets have been issued, and these costs will be for your account.

## 3. **Changes to Bookings**

3.1 Please note that you will be responsible to pay any additional charges arising from booking changes, whether voluntary or involuntary, and this includes:

3.1.1 all costs and fees resulting from changes requested by you; and

3.1.2 all costs and fees resulting from necessary changes caused by airline schedule changes, airport strikes or any other 'acts of God' (e.g. war, riots, strikes, civil disruption, terrorist activity, natural or nuclear disaster, weather, epidemics, fire or any other circumstance beyond the control of the parties)

3.2 We will make every effort to adhere to the confirmed itinerary. Where involuntary changes are significant, such as to accommodation or transportation, we undertake to:

3.2.1 provide a reasonable alternative at minimal or no extra cost, subject to the terms and conditions of any third party supplier; and

3.2.2 where you have declined a reasonable alternative or where this is not available:

3.2.2.1 provide a refund on the service(s), subject to the terms and conditions of the relevant supplier; and/or

3.2.2.2 assist you to identify alternative services, the costs of which will be for your account.

3.3 We will use our best endeavours to accommodate any voluntary changes requested by you, however, in addition to the additional costs arising from this change, including those charged by the relevant supplier(s), we reserve the right to charge cancellation fees (referred to below) and additional administration fees of R300 per person per amended booking.

#### 4. **Cancellation and Refunds**

4.1 All cancellations must be made by you in writing and, if sent to us by email, you must obtain an email proof of receipt and retain written acknowledgement of receipt from us.

4.2 If you cancel a booking for any reason, whether in part or in full:

4.2.1 more than 60 days prior to departure, you will forfeit the non-refundable deposits already paid by you

4.2.2 60 days or less prior to departure, you will be liable for 100% of the total booking price.

4.3 In occasional circumstances, if we are able to obtain a waiver of cancellations fees or a refund from one or more suppliers, we will refund these amounts, less our service fees, to you.

4.4 We will make every effort to confirm the required services after receipt of your deposit. In the unlikely event of us being unable to confirm the services, you will be offered alternative available travel services. Should the alternative available travel services not be acceptable to you we will provide a full refund for those services.

4.5 While we will make every effort to ensure delivery of the services in the confirmed itinerary, we reserve the right to cancel services where unavoidable due to circumstances beyond our control. In such event, we will provide a full refund on the cancelled service(s) only.

4.6 **While we will make every effort to avoid misquotation, we reserve the right to cancel a reservation without liability or penalty if an obvious error or omission leads to a material cost implication.**

4.7 No refunds will be given by us for partly used vouchers or for no-shows.

#### 5. **Third Party Supplier Terms and Conditions**

All travel deals, discounted rates and third party goods or services (including airline, transfer, car rental services, tour guide and accommodation services) which are advertised on our website or included into your quotation, are governed by the separate terms and conditions of the relevant supplier of the goods or service, and you agree that it is your responsibility to obtain and review each of these terms and conditions, as you will be bound by them

## **6. Flight Rules**

6.1 All airlines require the full names of passengers as stated in their passports.

6.2 After air tickets have been issued, any changes or cancellations will be subject to the relevant airline's terms and conditions applicable to that fare type. Should a refund be granted by the relevant airline, it may be subject to a delay. We will only be obliged to refund any amounts once it receives them from the relevant airline.

6.3 It is your responsibility to check and correct any errors in respect of your flight reservations which appear on the quotation or booking form, and we accept no liability for incorrect details provided by you.

6.4 You must reconfirm all onward and return flights with the relevant airline at least 72 hours prior to your flight.

6.5 We cannot guarantee any airline seating or meal requests, however we will endeavour to assist you with this.

6.6 Your baggage and personal belongings remain your responsibility at all time. We will not accept any liability for your misplaced baggage or any loss or damage to your baggage or personal effects.

6.7 Air tickets which are unused for more than 1 year from the date of their issue are considered to be expired and must be submitted to the relevant airline for their authority to refund. We will make every effort to assist you in obtaining this refund, but cannot provide you with any guarantees in this regard.

6.8 We will provide you with an e-ticket reference number together with a full itinerary, once the air ticket has been fully paid for.

## **7. Baggage Rules**

7.1 You must ensure that you meet the baggage regulations of the airlines and charter companies that you will be using. If you do not adhere to these, the transfer of your baggage may be delayed and/or transferred at extra cost to you.

7.2 In particular, light aircraft flights have extraordinary baggage regulations which include, but are not limited to, weight, structure and shape.

## 8. **Passports and Visas**

8.1 You must ensure that you meet the necessary travel documentation, permit and/or visa regulations of the countries you intend entering, transiting or visiting.

8.2 Your passport must have sufficient blank visa pages available in accordance with the regulations of various African countries. A minimum of 2 adjacent blank pages per country to be entered, transited or visited is recommended.

8.3 Your passport must be valid for the prescribed period contained in the applicable regulations of the countries you will be entering, transiting and/or visiting. A minimum of 12 months' validity after your date of travel is recommended.

## **Innoculation, Immunisation and Medication**

9.1 You must ensure that you meet the immunisation, inoculation and medication regulations of various African countries.

9.2 It is your obligation to ensure that you are medically fit to travel.

## 10. **Travel Insurance**

It is strongly recommended that you purchase comprehensive travel insurance at the time of your booking. You acknowledge that without such travel insurance, you will be responsible for all costs arising from any cancellation, re-routing or rescheduling of your trip or any emergency (medical or other) that may arise during your travels. **You specifically agree that, in the event of you failing to purchase adequate insurance cover, you will not hold us responsible for any harm or loss that you may suffer.**

## 11. **Supplier Default Insurance**

11.1 As part of your travel package, we have secured supplier default insurance. This cover is not meant to replace the comprehensive travel insurance recommended above. Instead, it provides financial protection (up to a maximum sum) in the event that a third party supplier (as declared and accepted by the insurance providers) is unable to provide its services or products due to its own financial failure and that the losses incurred by you as a result cannot be recovered by any other means.

11.2 The full terms and conditions and exclusions pertaining to this commercial supplier failure insurance cover are available here. Please be sure to read these terms and conditions carefully to ensure that you understand the extent and conditions of the cover.

11.3 Subject to the terms and conditions referred to above, the supplier default insurance cover *includes*:

11.3.1 any financial losses suffered as a result of pre-departure cancellation by a third party supplier where it is impossible to replace that element of your trip;

11.3.2 in the event that it is possible to replace the cancelled element of your trip, then the cost of replacing that element; and/or

11.3.3 the cost of repatriating you to your original point of departure where your trip is curtailed in the event that it is impossible to replace the unavailable travel component.

11.4 In addition to the exclusions contained in the full terms and conditions, the supplier default insurance cover *excludes*:

11.4.1 losses which are recoverable under other insurance cover;

11.4.2 losses where the supplier was in financial failure already at the time of your travel booking; and

11.4.3 losses arising from any travel arrangement not booked through us.

11.5 In order to claim under this insurance cover, you need to notify us within 3 (three) months of the relevant incident of your intention to make a claim and provide the documentary and other evidence necessary to support a claim.

## **12. Waiver, Indemnity and Liability**

12.1 All vouchers, receipts and tickets issued by us to you are subject to the relevant supplier's terms and conditions.

12.2 Participation in any tour or travel package arranged by us and provided by any of our suppliers (including but not limited to transportation to or from any venue) is undertaken at your own risk.

12.3 You indemnify Marula Hill Travel (Pty) Ltd and its directors, employees, assignees and/or agents against any claim arising for any damages or loss which might be instituted against it arising from or connection with the services contemplated in these terms and conditions.

12.4 The Client, his/her heirs, dependants, agents, executors or their assignees hereby irrevocably waive any claims which they may have against us for any form of compensation for damages which they may suffer due to injury and/or loss of any nature whatsoever, which includes accidents caused by the Client's own actions, injuries or death while on the tour, in a transportation vehicle or at any place during the tour or illness or death at any time after the tour.

12.5 We act solely in the capacity of an agent for third parties and, as such, we hold ourselves free of responsibility or liability for any delays, loss or damages from any cause whatsoever including loss/delay/damages/ dissatisfaction caused by third party products and services. We shall be exempt from all liability in respect of any claim whatsoever as aforesaid, the Client acknowledging that, in the case of a defective product, it is unreasonable to expect us to have discovered the product failure having regard to our role in arranging access to the third party products and services on your behalf

### **13. Complaints and Disputes**

13.1 Any complaints should be telephonically reported to us at the time of the incident and should be followed up in writing to us, marked for the attention of the Customer Service Manager, no later than 30 days after the incident has occurred.

13.2 Complaints should be forwarded to 14, 292 Bryanston Drive, Bryanston 2191 or alternatively via email to [contactus@marulahill.com](mailto:contactus@marulahill.com).

13.3 We will acknowledge your complaint and endeavour to investigate it with the relevant service provider within a 30 day period, after which we will provide you with written feedback.

13.4 Although we will make every effort to assist in the resolution of the complaint, we cannot guarantee the satisfactory resolution of complaints for services and products outside of our control and for which we are not responsible.

### **14. Intellectual Property Rights**

All of the content on this site, including text, graphics, logos, icons, designs, colours, layout and trademarks are and remain our intellectual property, protected by law, and you are not permitted to use these for any purpose.

### **15. Address for Notices and Service of Legal Process**

15.1 The parties choose the following physical addresses at which any documents in legal proceedings in connection with this agreement may be served (i.e. their *domicilia citandi et executandi*) and at which any written notice in connection with this agreement may be addressed:

15.1.1 Marula Hill Travel (Pty) Ltd:

14, 292 Bryanston Drive, Bryanston 2191

15.1.2 The Client:

At the physical/street address provided in the booking form

15.2 Either of the parties may change this address to another address, by way of a notice to the other party to this agreement, provided that such a notice is received at least 7 days prior to such a change taking effect.

### **16. Confidentiality**

- 1 We undertake to take all reasonable steps to protect your personal information.

16.2 You authorise us to electronically record and store the following information for the purposes of communicating information requested by you and in order to provide you with access to restricted pages on our website and related websites:

16.2.1 your full name and surname;

- your contact telephone numbers;
- your email address;
- your travel information

## 17. **General**

17.1 No amendment, addition or consensual cancellation of this agreement will be binding unless it is recorded in writing.

17.2 These terms and conditions together with the quotation and booking form contain all the terms and conditions of the agreement between you and us. Make sure that everything you have agreed to has been recorded in this agreement. If there is any conflict between the provisions of these documents, the provisions of the booking form will prevail.

17.3 If any provision of this agreement is found by a court of law to be invalid or void, such provision will be severed from the remaining provisions, without affecting the remainder of the agreement.

17.4 Neither party shall lose any of its rights under this agreement if it does not immediately and in every instance insist on them.

17.5 This agreement shall be governed by the laws of the Republic of South Africa and shall be enforced by the courts within the Republic of South Africa.

17.6 You consent to the jurisdiction of the Magistrates' Court, notwithstanding the fact that the amount involved may exceed the jurisdiction of the Magistrates' Court.

17.7 If we have to bring legal proceedings against you to enforce payments of amounts owed to us, you shall be responsible to pay all costs incurred by us in collecting the payment.

17.8 You shall not be entitled to cede any of your rights or assign any of your obligations under this agreement.

17.9 If we are prevented from carrying out all or any of its obligations under this agreement because of an event beyond our control, we shall be relieved of our obligations under the agreement during the period that such event and its consequences continue, but only to the extent so prevented, and we shall not be liable for any delay or failure in the performance of any such obligations or loss or damages which you may suffer due to such delay or failure.