

## **BOOKING TERMS AND CONDITIONS**

In these conditions the “Company” shall mean Beachstay Hotels and Resorts trading as Beachstay Hotels and Resorts, a company registered according to the laws of the Republic of South Africa. The “Client” shall mean the “Client” who has signed the booking form.

The “Client” in signing the booking form represents and warrants to the Company, that he/she is authorized to sign the form and accepts all these terms and conditions on behalf of himself/herself.

## **CONTRACT**

No contract shall exist between the company and client until:

The company booking form has been signed and a deposit paid, and the booking terms and conditions confirmed by the client. No person, organisation or employee of the company has the authority to vary the booking conditions. The company reserves the right to decline any booking.

## **VALIDITY**

The information presented on our proposals was correct to the best of our knowledge at the time of presentation and may be subject to change without notice. Changes beyond our control may have occurred since the proposal with respect to prices, itineraries, duration of holidays, standard or services, tour content and fares. Furthermore, the company reserves the right to change the transport or facilities described in any publication without being held liable for any compensation or refund.

## **RELEVANT LAW**

This agreement (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the parties in terms of and arising out of the conclusion, breach and termination of the provisions of this agreement) shall be governed in all respects by the laws of the Republic of South Africa.

## **COMPANY RESPONSIBILITY AND RIGHTS**

The information in advertising is given in good faith by the company, and is based on the latest information given to the company.

The company may take photographs and video the clients whilst on any tour. The company reserves the right to use such material for any advertising without the prior consent and without payment to the client.

## **LIABILITY**

Clients are accepted on tour on the understanding that the client appreciates the risks inherent in travel and adventure, and the client undertakes the tour at his/her own risk. Such risk could include injury, disease or death.

The client agrees and concedes that the company and its members and employees shall not be responsible for loss or damage to property injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever. The client is advised to

take out appropriate insurance prior to departure date.

### **COMPANY AUTHORITY**

The decision of the tour leader employed by the company will be final on all matters. The company shall not be responsible for or liable for any client who commits an illegal or unlawful act in countries visited.

The client may in such circumstances be excluded from the tour without a refund. If the company considers a client unsuitable for a tour it may at its sole discretion decline to carry this client any further. If any client causes inconvenience or annoyance to other passengers, the company may at its sole discretion decline to carry the client further without any refund whatsoever.

### **ASSIGNMENT**

The company shall be entitled to cede or assign its rights and obligations under and in terms of this contract.

### **PAYMENT**

A non-refundable deposit of 15% from each client is required when making an application to confirm a booking. This deposit will only be refunded if the applicant cannot be accommodated. The full amount is due by the client not more than 42 (forty two) days prior to date of tour departure.

Should the full amount not be received in specified time, the company reserves the right to treat the booking as a cancellation. Should the client fail to join the tour, or join it after departure, or leave the tour prior to its completion, no refund will be made whatsoever. Late applicants may join the tour on an accommodation available basis.

### **LOCAL PAYMENTS/KITTY**

Local payment contribution where indicated on itinerary covers: meals, all game park entrance fees and camping fees as specified. LOCAL PAYMENT TO BE PAID IN US\$ CASH TO TOUR LEADER AT PRE-DEPARTURE MEETING PRIOR TO TOUR DEPARTING. All monies remaining at the end of the trip will be refunded back to you.

### **TOUR COSTS AND EXCHANGE RATE FLUCTUATIONS**

Tour costs are based on ground costs as at the time of compiling the itinerary. The company cannot be held responsible for any changes that may occur.

### **SURCHARGES ON CREDIT CARD PAYMENTS**

If the company accepts payment by credit card from a client, a surcharge of 5% will be added to the total tour fare for which payment is being made.

## **CANCELLATIONS**

Any cancellations made by a client must be done in writing. The date on which the company receives the correspondence, will determine the cancellation charge, if any. General charges applicable in the event of a cancellation shall be as follows:

- Confirmation = 15% of total fee
- 29 – 22 days = 20% of total fare
- 21 – 15 days = 30% of total fare
- 14 – 07 days = 55% of total fare
- 06 – 03 days = 65% of total fare
- 2 days before = 80% of total fare
- Day of departure 100% of total fare

Cancellation charges may differ from the above for certain hotels and lodges or in the case of bookings made in countries other than South Africa, in which case this will be pointed out at the time of booking.

## **CURRENCY**

The currency in South Africa is the Rand (ZAR). Various exchange points exist in major centres where major international currencies such as USD, AUD, EUR or GBP can be exchanged. Most credit cards are accepted in major centres.

## **CHANGES AND ALTERATIONS**

The company reserves the right to change the routes and/or accommodation in certain circumstances. The company will not be held responsible for any compensation to the client if the company is forced to cancel or in any way change the tour due to force majeure including war, riot, civil strife, industrial dispute, terrorist activity, natural disaster, fire, adverse weather conditions or other external circumstances beyond the company's control.

The company reserves the right to cancel the tour without prior notification. In this instance the company agrees to refund all monies already paid by the client.

## **PASSPORT AND VISA REQUIREMENTS**

Client should be in possession of a passport valid for at least 6 months beyond the intended stay. The client must ensure that he/she has the correct visa and passport documents to travel. The company will not be held responsible for passengers travelling without the correct travel documents.

Please enquire about details. **KEEP CERTIFIED COPIES** of all important documents such as passports, travel documents, insurance papers etc away from the originals. This will assist client in the event of replacing them if stolen.

## **VACCINATIONS AND HEALTH**

The client shall acknowledge an awareness of the proposed itinerary and shall confirm that he/she is medically fit, in good physical and mental health and is able to embark on the tour. Any client with a pre-existing medical condition or illness must declare such conditions to the company before commencement of the tour.

Any failure to declare may result in cancellation of the booking. A certificate of vaccination against cholera and yellow fever is required by Congo and Tanzania.

Kenya requires a vaccination certificate against yellow fever. It is the client's responsibility to ensure that he/she has the appropriate vaccinations. An anti-malarial prophylactic is highly recommended for all African countries. Please check with your doctor for advice on other vaccination precautions against typhoid, tetanus, polio, meningitis and hepatitis.

## **CLIENT RESPONSIBILITY**

It is the client's sole responsibility to ensure that passport, visa, vaccination and other required documents are in order in terms of the countries to be visited. Any resulting consequences of a client's failure for not having his/her required paperwork in order shall be the responsibility of the client. The client is also responsible to make arrangements to arrive at the tour assembly point as indicated on the itinerary.

## **SEVERABILITY**

Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be made severable from the remaining terms and conditions, which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove invalidity.

## **INSURANCE**

Travel and cancellation insurance is mandatory for all clients. All insurance is solely the responsibility of the client. It is mandatory that the client takes out travel insurance recommended for Africa for the full duration of the tour. The client must take out insurance to cover personal injury, medical expenses and emergency evacuation, repatriation, loss of luggage and expenses associated with the cancellation or curtailment of any tour.

If a client becomes ill, all hospital expenses and doctor's fees are the client's responsibility and the company shall not be held responsible for any refund of the tour rate whatsoever. The carriage and storage of all baggage and personal effects are at all times the clients risk.

The company cannot accept any liability for any loss or damage to baggage or personal effects, property or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever.

## **CLAIMS AND COMPLAINTS**

In the unlikely event that the client has a complaint against the company it must first be taken up

with the tour leader during the tour, in order that an opportunity may be afforded to the company to investigate and / or rectify the situation.

If the client has any further complaint they must lodge this in writing to the company within 30 (thirty) days of the tour end. If these procedures are not followed then the company will not investigate or continue to investigate such complaint.

### **GENERAL SAFETY**

Use common sense precautions. Do not carry large sums of money and avoid displaying valuables such as cameras and jewellery. It is suggested that client invests in a hidden money belt and to keep a firm grip on anything that is carried.

\*Keep certified copies of all travel documents away from the originals. Please be aware that tours take you to close proximity of wild animals, caution is advised in these situations. The company will not be held responsible or held liable for any injury, damage or loss sustained on the trip.

### **NOT INCLUDED IN TRIP COST**

International and domestic airfares, hotel/airport transfers unless specified. Passports, visas, passenger taxes, insurances, emergency evacuation costs, extra meals not shown on itinerary, laundry, tips, items of personal nature including medication and excess baggage. \*Local payment if required, as indicated on itinerary.