

## BOOKING TERMS AND CONDITIONS & GENERAL INFORMATION

Explorer Safaris undertakes to provide all services offered subject to the terms and conditions set out herein, which terms and conditions are accepted by the client.

### Booking Procedure

If you wish to make a reservation, it is advisable first to contact Explorer Safaris to ensure that there is still space available on the particular tour or safari. To confirm your booking, please complete and sign both the Reservations Booking Form and the Liability Release and Assumption of Risk Agreement, and return them to us with your deposit. Both forms must be completed.

### Booking Terms and Conditions

The booking and subsequent contract shall be deemed to have been concluded in Johannesburg, South Africa. The law of the Republic of South Africa shall govern the relationship between Explorer Safaris and its clients. The parties consent to the jurisdiction of the Magistrate's Court in respect of any dispute, action or proceedings, which may arise between Explorer Safaris and the client. All prices and services are correct at time of printing. Explorer Safaris reserves the right to alter the published price of any tour due to increasing tariffs, costs and entry fees or fluctuation of exchange rates, such amounts shall be determined at the sole discretion of the company. Explorer Safaris will not accept a booking where the Reservations Booking Form and the Liability Release and Assumption of Risk Agreement are unsigned or incomplete in any respect. Explorer Safaris reserves the right to decline any booking without outlining its reasons thereof. No booking shall be considered confirmed until a written confirmation slip has been sent to the client and the full amount due paid and all cheques honoured. Booking conditions and procedures apply to all guests intending to travel with Explorer Safaris.

### Reservations and Payment

Bookings of tours and safaris are made through the offices of Explorer Safaris only. Upon confirmation, a non-refundable deposit of 50% is required and the booking becomes binding and the terms and conditions, as contained herein, become enforceable. This amount forms part of the payment for the tour or safari and shall be offset to the total amount charged to the client. The balance of 50% is to be paid no later than 30 days prior to the commencement of the tour or safari. If the full amount is not paid by 30 (thirty) days prior to departure, Explorer Safaris reserves the right to treat the booking as cancelled and the deposit shall be forfeited. Payment is required in full when bookings are made less than 30 days before the tour or safari begins. Payment may be made by personal or business cheque, credit card or electronic bank transfer. Personal and business cheques must be offered 45 days prior to departure to allow extra time to clear. Explorer Safaris accepts American Express, MasterCard and Visa.

All rates are quoted in ZAR (South African Rands) and include VAT (Value added tax) unless otherwise stated. Confirmed bookings cannot be changed to another date.

### Currency Fluctuation

In order to keep our tour rates as low as possible, we do not build into the price an allowance to cover possible increases from currency fluctuations. Therefore, as currencies do fluctuate constantly, it may be necessary for us to raise the tour cost at any time before final payment if there are exceptional costs increases beyond our control. An increase in the tour price shall not be sufficient grounds for any refund of fees already paid for the tour.

#### **Cancellation Policy**

Cancellation of any booking must be received in writing and acknowledged by Explorer Safaris. If a booking is cancelled with the consent of Explorer Safaris, the latter shall retain the full deposit. Cancellation fees are determined from the commencement date of a tour or safari and are based on the quoted price structure submitted to client. If a booking is cancelled less than 30 (thirty) days prior to the tour departure date, then the client is subject to a cancellation fee as follows:

30-20 days - 60% Cancellation Fee

20-10 days - 75% Cancellation Fee

10-0 days - 100% Cancellation Fee

Any client joining the tour after the departure date, or not at all, or leaving before the completion of the tour for any reason whatsoever, is not entitled to any refunds whatsoever from Explorer Safaris, or entitled to claim any costs for any added expenses. Explorer Safaris reserves the right to cancel any tour at its sole and absolute discretion, without prior notification in instances where this is unavoidable. However, in this instance, Explorer Safaris agrees to refund all monies already paid by the client. This shall be the company's sole responsibility to the client and no claim for any damages, howsoever arising, shall accrue against Explorer Safaris. Tours are subject to a minimum booking of 4 (four) passengers. If that number is not obtained, Explorer Safaris reserves the right to cancel the tour. A full refund would then be payable to all booked clients.

#### **Change of Booking**

If, after confirming your booking, you wish to change to an alternative departure date, you may do so subject to availability and by agreement with Explorer Safaris. An amendment fee will be charged. Should we not be able to accommodate your request and you therefore must cancel, our usual cancellation procedure will apply.

#### **Tour Alterations**

The sequence of the itinerary and the accommodation of safaris are adhered to as far as possible. Explorer Safaris reserves the right however to make alterations due to bad weather, road conditions, seasonal rainfall, bush fires, congestion or other causes. We also reserve the right to decline or retain a passenger as a member of any tour at any time.

#### **Travel Documents**

It is the responsibility of the client to be in possession of a valid passport, visa permits, vaccination and other medical certificates where applicable, and all other travel documents. Explorer Safaris does not accept any responsibility for the failure of a client to obtain the necessary travel documents. The client acknowledges that Explorer Safaris will not be held liable for a refund of the tour fare or compensation, should the client be refused entry in a country for any reason. It is the client's responsibility to check passport, visa and vaccination requirements carefully prior to booking on a tour.

#### **Exchange Control Regulations**

Clients must realise that most African countries have certain currency restrictions with which they must familiarise themselves before travelling.

#### **Baggage Allowance**

Baggage is restricted to one standard size soft bag (maximum weight 15kg) whilst on safari due to limited space in the vehicle and road conditions. We also allow one camera bag per person. Suitcases will not be permitted. Explorer Safaris retains the right to refuse excess baggage. Excess luggage can be stored at the offices of Explorer Safaris.

#### **Limited Liability Release**

While great effort and care is taken for the safety and security of luggage, Explorer Safaris will not be held responsible for loss or damage to baggage, personal effects, valuables or currency. High precautions are taken to ensure your safety as our guest and you must note that some of the optional activities that you may wish to participate in carry with them various inherent risks. Should you wish to take part in them, and you are free to do so, Explorer Safaris is not responsible for your safety. Explorer Safaris accepts no responsibility for any personal illness, injury, accident, death, delay, weather conditions, strikes, loss, damage or irregularity of any kind, which may be occasioned by reason of any act or omission beyond its control. We will also not be liable for loss of property due to any act of default of any hotel, lodge, restaurant, company, or agents rendering any of the services included in the itinerary. Explorer Safaris shall not be responsible for the consequences of any delays arising from flights, accidents, breakdowns or any other cause.

#### **Risk**

The client accepts that all tours are of an adventurous nature and involve an element of personal risk. Explorer Safaris shall not be held liable in any way for any injury, loss of life or damage to property. The client accepts full responsibility for all risks involved.

#### **Travel Insurance**

It is a condition of booking that the sole responsibility lies with the guest to ensure that they carry the correct comprehensive travel and medical insurance to cover themselves, as well as any dependants and travelling companions for the duration of their tour to Southern Africa. This insurance should include coverage in respect of, but not limited to, the following eventualities: cancellation or curtailment of the safari, emergency evacuation expenses, medical expenses, repatriation expenses, damage, theft or loss of personal baggage, money and goods. Explorer Safaris will take no responsibility for any costs for losses incurred or suffered by the guest, or guest's dependants or travelling companions, with regards to, but not limited to, any of the above mentioned eventualities. It is the client's responsibility to ensure that they have this insurance in place and the required paperwork to prove such before embarking on the tour. Any resulting consequence of not having this paperwork is the sole responsibility of the client. Guests will be charged directly by the relevant service providers for any rescue or emergency services they may require, other than that provided by Explorer Safaris, and may find themselves in a position unable to access such services should they not be carrying the relevant insurance coverage. Please note that credit card travel insurance is inadequate for a Safari/Tour.

#### **Health and Medical Information**

The client acknowledges being aware of the proposed itinerary and hereby confirms that he or she is medically fit, in good health and is able to embark upon the tour/safari. Any client with a pre-existing medical condition or illness must declare the true nature of such condition at the time of booking. Explorer Safaris cannot be held responsible for the provision of drugs or treatment that may be required during the tour/safari. Anti-malaria precautions should be taken, and these are the sole responsibility of the client. Any required inoculations must be recorded by the client's health practitioner on a valid vaccination certificate, which the client must carry in his/her possession throughout the tour. We do require a medical certificate or doctor's letter in respect of all clients over the age of 65, confirming that they are medically fit to undertake the tour.

#### **Malaria**

Guests intended visiting Botswana, KwaZulu Natal, Mozambique, Swaziland, Mpumalanga (Eastern Transvaal), Namibia, as well as Zimbabwe, Zambia and Malawi are advised to commence taking anti-malaria prophylactics before their intended visit. Please check with your local pharmacy/drugstore or medical doctor. As for inoculations, consult the Centres for Disease Control (CDC) website at: <http://wwwn.cdc.gov/travel/default.aspx>.

### **Wild Animals**

Please be aware that our safaris may take you into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Explorer Safaris cannot be held responsible for any injury or incident on the safari. Please note that the majority of the safari camps are not fenced and that wildlife do move freely in and around the camps. Always follow the safety instructions from the camp's staff with regards to moving to and from your tent and while on game activities throughout your safari.

### **Accommodation**

Accommodation is as specified in the itinerary or brochure. The use of specific accommodation is subject to availability. Explorer Safaris reserves the right to make use of alternate accommodation. This will in no way affect the price of the tour or safari.

### **Spending Money**

Each trip requires different amounts of pocket money depending on the length of the journey, the individual's needs and the specific conditions of each tour. Money may be needed for meals en route, curios, alcohol, specified restaurant meals, visas, airport taxes, transfers and additional excursions, not included in the tour price. Tipping is a customary practice in Southern Africa.

### **Authority on Tour**

The decisions of Explorer Safaris' guides/drivers on tour shall at all times be final and binding. The client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited. Should the client be in any contravention of the above or the client is a nuisance to the group, the guide/driver may order the client to leave the tour without any claim to a refund. The client shall be obliged to make their way home at their own expense.

### **Marketing**

Explorer Safaris reserves the right to use any photographs and video taken during tours for use in marketing or any other advertising material. The client hereby gives consent of such photographs and videos to be used and for Explorer Safaris to retain copyright over such photographs and videos.

### **Participation**

Participation is essential on all trips and everyone is expected to help with chores to ensure the smooth running of the tour, if necessary. A degree of flexibility is also essential because of the nature of the parameters in which we have to operate. Make sure that you bring along an active and enquiring mind, a willingness to participate, a sense of adventure, positive energy and lots of enthusiasm!

### **Included in Guided Tours and Safaris**

Guide, vehicle, fuel, the services of an English speaking driver/guide, all road taxes, all permits and entrance fees to places of interest as mentioned in the itinerary, campsite fees, all accommodation as mentioned in the itinerary, meals and drinks as mentioned in the itinerary, soft drinks in the vehicle, group equipment, and small library in the vehicle.

### **Not Included in your Package**

All airfares, airport taxes, meals other than those stated in the itinerary, alcoholic beverages and wine, laundry, tips to local staff, phone calls, expenses of personal nature, travel insurance, medical insurance, flying doctor service for emergency evacuation, and additional optional excursions or activities other than those stated in the itinerary. Self-drive tours and safaris do not include vehicle and fuel costs.