

Booking Terms & Conditions

1. Bookings

- 1.1. These conditions apply to all contracts between Hartley's Safaris ("us") and the customers named on the booking form ("you"). Where the booking form is signed by the customer named as the Lead Name such signature shall be deemed to be on behalf of all the customers named on the booking form.
- 1.2. Whilst every effort is made by us to ensure the accuracy of our brochure at the time of print, the details therein, including the prices, are subject to change from time to time. The details set out in our brochure do not form any kind of implied representation in the contract. We will supply full details of your tour including price at the time of issue of our quote.
- 1.3. These conditions read in conjunction with the booking form and any special conditions agreed in writing between us and you shall apply to any contract between us and you to the exclusion of any other conditions or terms whether implied or otherwise to the extent permitted by law. No variation of these conditions is valid unless made in writing and signed by a director of us.
- 1.4. We will provide you with a written quote for a tour. For the avoidance of doubt no verbal quote will be valid unless subsequently confirmed in writing. Quotations are valid for a period of 14 days and are subject to availability of flights, accommodation, tours, excursions and activities. You may accept a quote by completing and signing our booking form and returning it to us together with a non-refundable deposit of 20% of the tour price, or in the case of bookings made within 8 weeks of departure, the full tour price, and your insurance premium or evidence of insurance policy in accordance with clause 10 of these conditions
- 1.5. A binding contract shall be established between us and you when we send you a written confirmation of the booking.

2. Payment

- 2.1. We shall be entitled to issue an invoice for the balance of the tour price at the time of written confirmation of the booking or at any time thereafter.
- 2.2. **You shall pay the balance of the tour price not later than 8 weeks prior to departure and if you fail to do so we reserve the right to treat the booking as cancelled by you and to levy the cancellation charges as set out in clause 4 below.**
- 2.3. **We reserve the right to charge you a handling fee of 2% for all credit card payments under these conditions.**
- 2.4. Within 14 business days prior to the commencement of the tour, or as soon as practicable in the event of a booking within four weeks prior to departure we will send you a pack containing all relevant information and tickets. Without prejudice to the generality of this clause, this pack will contain information regarding the emergency contact details of our Representative or us whilst you are on tour. You shall ensure that you check the information and tickets as soon as reasonably practicable upon receipt of the pack and notify us immediately of any errors. It is your responsibility to comply with any advice given in such information, including without limitation any advice regarding visas and medical precautions before departure.

3. Alterations by you

- 3.1. If, after we have confirmed a booking, you request an alteration in the persons, dates or content of your itinerary we will use our reasonable endeavours to meet your revised requirements although we do not guarantee that we will be able to do so. Please note that during peak season it may be more difficult to accommodate any requests for alterations. The peak season varies according to the destination and we will be able to advise you further upon request. We reserve the right to charge an administration fee of R150 in respect of each request for alterations.
- 3.2. Before altering the contract, we will issue you with a written notice ("Alteration Notice") setting out the alteration requested and the affect on the cost, including without limitation any additional charge, any recalculation of the price of the tour, any applicable supplements, any cancellation charges incurred by you (including those charged by third parties such as airlines and excursion operators) and any administrative fee charged by us. Upon receipt of the Alteration Notice you may within 7 days authorise us to effect the alterations by signing and returning to us the Alteration Notice. Once we have your authority to proceed, we shall as soon as practicable attempt to make the alterations and confirm in writing to you whether we have been able to do so.
- 3.3. Upon the making of any alterations, the full tour price shall be amended accordingly, and we shall be entitled to invoice forthwith.
- 3.4. Where you have already paid an invoice for the full tour price and you shall pay any such invoice within 7 business days of the date of the invoice. Alternatively, we shall refund to you within 7 business days of the date of written confirmation that the alterations have been made any balance due to you following the alterations.
- 3.5. Any relevant additional information required by you as a result of any alteration shall be sent by us to you at the time specified at clause 2.4 above, or as soon as reasonably practicable in the event that we have already forwarded an information pack to you.
- 3.6. We regret that we cannot process any requests for alterations to your itinerary within 6 weeks of departure other than those relating to additional excursions or activities. Should you wish to make any other alterations during this time, you will be deemed to have cancelled the contract and rebooked under another contract and you will incur the cancellation charges set out at clause 4 below.

4. Cancellation by you

- 4.1. Cancellations by you of your booking must be in writing and signed by the Lead Name on the booking form. Cancellations are only effective on the date of receipt by us of the written notification at Hartley's Safaris, P O Box 69 859, Bryanston, 2021, South Africa; facsimile +27 11 467 4758. Notices of cancellation must be sent by registered post or by facsimile, although facsimile notices will only be effective if a confirmatory copy is also sent by post.
- 4.2. Unless you exercise your right to cancel the insurance policy within 14 days of taking out such policy, we will in no circumstances refund upon cancellation any insurance premium paid by you.
- 4.3. You will incur a charge upon cancellation which will depend upon the period of time between us receiving your notice of cancellation and the intended date of departure and which is expressed as a percentage of the full tour price as follows:

<u>Period before intended departure date of receipt of written notice of cancellation</u>	<u>Cancellation charges expressed as a % of tour price</u>
More than 42 days notice	25%
41-29 days notice	50%
28-15 days notice	75%
Less than 14 days notice	100%

- 4.4 If you fail to join the tour or join it after the departure date or leave it prior to completion no tour refund can be made. (Please note that if the reason for such failure to commence or complete the tour falls within the terms of any travel insurance policy which you may hold, then the cost of the tour or part thereof will normally be refunded to you by the insurance company, subject to the terms of your insurance.)
- 4.5 If you wish to cancel your booking due to events beyond your control, including without limitation illness, accident, illness or death of a close relative, you may transfer your booking to a third party provided that:
- 4.5.1 you give us a minimum of 14 days to enable us to make the necessary arrangements; and
- 4.5.2 you and the relevant third party agree to be jointly and severally liable for any outstanding payment under the contract, together with any additional charges imposed by a third party (including without limitation an airline) in respect of such transfer; and
- 4.5.3 the itinerary remains **exactly** the same.
- 5 Alterations or Cancellations by Us Before Departure**
- 5.1 We are entitled at any time to make such minor alterations to the contract as are necessary or as are notified to us by the suppliers of the services without liability to you. We will notify you of any such alterations as soon as reasonably practicable.
- 5.2 We may be constrained from time to time to cancel or to make significant alterations to the tour. If we make a significant alteration to the tour, we will notify you as soon as reasonably practicable to notify you of the full details of the proposed alteration, together with any impact of such alteration on the full tour price.
- 5.3 Upon receipt of a notice under 5.2 above you will have the option to:
- 5.3.1 Cancel the contract without penalty or liability to pay the cancellation charges; or
- 5.3.2 Accept a rider to the contract setting out the alteration to the contract and the price.
- 5.4 Where you decide to cancel the contract under clause 5.3.1 above, or where we cancel the contract, you shall be entitled to:
- 5.4.1 take a substitute tour of equivalent or higher value if we are able to offer you such a tour and you will be responsible for any difference in price between the original booking and the replacement tour; or
- 5.4.2 take a substitute tour of lower value, whereupon we will refund to you the difference in price; or
- 5.4.3 a full repayment of all moneys paid under the contract.
- 5.5 Where appropriate, we will compensate you for our non-performance of the contract in the circumstances envisaged in this clause 5. Payment of compensation will not be paid where:
- 5.5.1 we have cancelled the tour or any part of it due to the required minimum number of persons not being attained and we have informed you in writing prior to the date agreed for cancellation on this ground to occur; or
- 5.5.2 we have cancelled the tour due to unusual or unforeseeable circumstances beyond our control which we could not reasonably have foreseen .
- 5.5.3 We have cancelled the tour due to your fault, act or omission.
- 6 Our Performance Of Contract After Departure**
- 6.1 Where we fail to perform a significant part of the contract after departure, or where it comes to our attention that it is likely that a significant part of the services will not be performed, we will at no cost to you:
- 6.1.1 make alternative arrangements for the continuation of the tour and where appropriate compensate you for the difference between the services set out in the booking and the services actually provided; or
- 6.1.2 where you have reasonable grounds for rejecting the arrangements proposed pursuant to clause 6.1.1 above, we will arrange to transport you to the place at which you joined the tour and we will, where appropriate compensate you for any damage you may suffer arising as a direct consequence of this clause 6.1.2.
- 7 Prices**
- 7.1 The tour price is based on costs, charges, taxes, duties and currency exchange rates ruling at the date of our written confirmation of the booking. Subject to clauses 7.2 and 7.3, we reserve the right in our absolute discretion to increase or decrease the price of your tour to reflect variations in transportation costs (including fuel and airfares), duties, taxes (including VAT), fees chargeable for services or currency exchange rates.
- 7.2 We will not make any variation in the full tour price under clause 7.1 above within 30 days of departure.
- 7.3 We will absorb any increases in the costs set out at clause 7.1 up to an equivalent of 2% of the full tour price. We will only apply a surcharge in respect of amounts in excess of 2% of the full tour price.
- 7.4 We will notify you of any variation in the full tour price as soon as reasonably practicable, and following such notification we shall be entitled to issue an invoice for the amended full tour price. Where we have already issued an invoice under clause 2.1 above, we shall where relevant issue a further invoice, which shall be payable by you 8 weeks prior to departure or within 7 days of the date of the invoice whichever is the later. Where the variation in price results in a credit to you, in respect of any monies already paid by you we shall refund any moneys due to you within 7 days of the notice specified in this clause.
- 7.5 If any surcharge would result in an increase of more than 10% of the full tour price, then such surcharge would be deemed to amount to a significant alteration of the contract by us, and the provisions of clause 5.2 would apply.
- 7.6 As special tour operator rates are used for ground and air arrangements we regret that we are not able at any stage to give a breakdown of the individual component prices which make up the overall cost of the holiday.
- 8 Limitation of Our Liability**
- 8.1 We shall be responsible for performing the obligations of the contract and where applicable shall be responsible for the actions or omissions of third party suppliers and carriers where they perform our obligations on our behalf. This clause does not limit any action or remedy which you may have against the supplier or carrier.**
- 8.2 Subject to clause 8.3 below, we shall reimburse you for any damage caused as a result of our failure or that of our suppliers acting on our behalf to perform the services or comply with the contract.**
- 8.3 We shall not be under any liability to reimburse you under clause 8.2 above where any failure is due to:**
- 8.3.1 your action or inaction, including but not limited to failure to observe or perform your obligations under the contract; or**
- 8.3.2 any unusual or unforeseeable circumstances beyond our control, the consequences of which could not be avoided; or**
- 8.3.3 any event which we could not foresee or forestall.**

- 8.4 Where the damage suffered by you falls within a category of damage covered by an international convention (including but not limited to the Geneva, Berne, Athens and Paris Conventions) our liability in respect of such damage will be limited to the full extent permitted under the relevant Convention.
- 8.5 You shall communicate all complaints as soon as reasonably practicable in accordance with the complaints procedure outlined in your information pack to enable us to deal with your complaint promptly. If you are still unhappy with the service provided once you return home, you must communicate your complaint in writing to Hartley's Safaris, PO Box 69859, Bryanston, 2021 South Africa
- 8.6 Even when we have no liability to you, we will endeavour to assist you should you find yourself in difficulty due to the circumstances outlined at clause 8.3.2 and 8.3.3 above. If as a result of the relevant circumstances you are able to make a claim on your insurance policy, you will use your reasonable endeavours to pursue such a claim. You will reimburse us for any expenditure incurred by us under this clause whether or not you are able to make a successful claim on your insurance policy in respect thereof.
- 8.7 We will not be liable to refund to you the cost of any meals, activities or excursions which you do not take up once you are on the tour .
- 8.8 Our full liability to you under any contract or in tort is set out in these conditions. Subject thereto, all other liability for losses, damages, claims and expenses is hereby expressly excluded to the extent permitted by law. For the avoidance of doubt, nothing in these conditions limits or excludes or is intended to limit or exclude any liability for death or personal injury caused by the negligence of us or of our suppliers acting on our behalf.
- 9 Your Responsibilities**
- 9.1 It is your responsibility to ensure that all persons named in your booking are in possession of full passports with at least 6 months validity beyond the date of your return.
- 9.2 We will provide you in the information pack referred to at clause 2.4 with general information regarding visas, health formalities and documentation and other requirements. However, it is your responsibility to take specific advice from the relevant Consulate or Embassy before departure to ensure that the necessary documents are in order. In addition, you should consult the Department of Health's guidance booklet entitled "Health Advice for Travellers" and your doctor for specific medical advice regarding your destination(s).
- 9.3 It is your responsibility to comply at all times with the terms and conditions of the suppliers of the different elements of your tour (including but not limited to airlines, hotels, lodges, transport companies and excursion operators) together with all laws and regulations in the jurisdictions that you visit. In particular, but without prejudice to the generality of this clause you may be required by certain suppliers from time to time to sign a waiver or disclaimer without which the supplier will be unable to provide the relevant service to you.
- 9.4 It is also your responsibility to:
- 9.4.1 reconfirm all flights; and
- 9.4.2 ensure that any baggage complies with the limits and stipulations specified by the carrier, which we will notify to you in your information pack; and
- 9.4.3 Check in for your flights by the correct time indicated in your itinerary; and
- 9.4.4 ensure that you are in the right place at the right time for ground travel arrangements including meals and excursions; and
- 9.4.5 act with reasonable prudence and circumspection whilst on tour and familiarise yourself with and comply with all health and safety requirements, and advice of service operators, guides and our representatives; and
- 9.4.6 adequately supervise any children travelling with you.
- 10 Insurance**
- 10.1 You are required to have arranged a suitable policy of insurance in respect of all persons named on the booking form before we issue written confirmation of your booking.
- 10.2 We will offer to you with our written quote a policy of insurance which we consider to be adequate according to your specific requirements for the tour. You may accept this policy by signing the relevant documentation and returning it to us together with the full premium. For the avoidance of doubt the insurance premium will not be refunded in any circumstances (subject to clause 4.2).
- 10.3 You are not obliged to accept the insurance policy that we have offered but any alternative policy you do arrange must be equivalent to our policy in all material respects. In particular (but without prejudice to the generality of this clause) the sums insured and limits must be at least the same amounts as those contained in the policy we have offered, and you must obtain confirmation from your insurers that they will cover you for all activities in which you are likely to participate during the tour. You must send evidence of such policy along with your booking form before we can issue you with a written confirmation of booking.
- 10.4 In the event that alterations are made to the tour for any reason whatsoever, it is your responsibility to check with your insurers that the policy is valid in respect of the altered tour, and pay any additional premium that may be required.
- 11 Law and Jurisdiction**
- 11.1 The laws of the Republic of South Africa shall apply to and govern any contract between us and you and the parties submit to the exclusive jurisdiction of the South African courts.
- 12 Severance**
- If any provision of those conditions is found by a court of competent jurisdiction to be invalid or unenforceable for any reason, but would be enforceable if an amendment or deletion were made, then the provision shall apply with such amendment or deletion as may be necessary to make it valid or enforceable.
- 13 Data Protection**
- We will hold the information you provide to us for the purposes of administering your tour and for performing our obligations under the contract. We will not make the information available to third parties except where this is necessary for the purposes of performance of the contract that you have entered into with us. We will for example pass on relevant information, in particular regarding any special requirements, to third parties such as airlines, camps, hotels and excursion operators. The Lead Name must obtain the consent of all the persons named on the booking form for us to use the information provided about them in this way. We may from time to time send you information about companies and products, which we consider may be of interest to you. If you prefer not to receive such details please tick here .