

Southern Tours and Safaris Terms and Conditions

1. DEFINITIONS- Southern Tours and Safaris Pty Ltd

No.2016/287637/07 is hereinafter referred to as "SOUTHERN TOURS" and the person who accepts the booking by signature is hereinafter referred to as "CLIENT". This booking and subsequent contract between the client and SOUTHERN TOURS shall be deemed to be concluded in the Republic of South Africa, subject to the terms and conditions reflected herein.

2. BOOKING-when SOUTHERN TOURS & SAFARIS send off the confirmation invoice to the applicant/travel agent through whom the application was made, the booking shall be confirmed and accepted by SOUTHERN TOURS & SAFARIS. Please note that no reservation will be made without a deposit. The balance of the fare is due SEVEN (7) WEEKS prior to the date of departure. All tours are subject to a minimum of 04 travelers travelling, although tours maybe run with less clients at the discretion of SOUTHERN TOURS

3. DEPOSITS- A deposit of 50% per person is required when submitting a Completed booking form and the deposit is accepted as a part of inclusive fare and will only be refunded if the applicant will not be accommodated.

4. CANCELLATIONS- Cancellations of bookings by clients must be made in writing and is effective from the date received by SOUTHERN TOURS & SAFARIS. The following cancellation fees will be payable by the client:

45 days	=	Deposit only
40-15 days	=	65% of total fare
15-0 days	=	100% of total fare

Should a client fail to join a tour or join later or fail to complete a tour, no refund shall be made or liability be accepted by SOUTHERN TOURS & SAFARIS.

5. No refunds shall be made by SOUTHERN TOURS & SAFARIS for any reason whatsoever, and neither will it accept any claims of any nature including any consequential damages as a result of any accommodation or other facilities made or becoming unavailable on tour. The client hereby indemnifies and holds SOUTHERN TOURS harmless in respect of such claim.

6. SOUTHERN TOURS & SAFARIS reserves the right to cancel any tour without prior notification. In such events, all the monies paid will be refunded in full which shall constitute the full extent of SOUTHERN TOURS & SAFARIS's liability to the client

7. AUTHORITY ON TOUR- The client acknowledges that SOUTHERN TOURS & SAFARIS shall appoint a tour guide/leader who shall be in charge of the tour and all matters relating thereto, and the clients agree to comply with tour guide/leader's lawful requirements. The client must at all time comply strictly with the law, customs and foreign exchange regulations of all countries visited.

The client agrees to comply with SOUTHERN TOURS & SAFARIS's requirements' with regard to his/her conduct and shall not in any way constitute a nuisance to any other persons on tour. If any client acts in contravention of the above, SOUTHERN TOURS shall be entitled to terminate that client participation on the tour without refund of any monies paid without liability to SOUTHERN TOURS & SAFARIS or its servants or agents. In these

circumstances the client shall at the client's expense and responsibility is obliged to make his/her own way home.

8. LUGGAGE- Each client is entitled to not more than one luggage weighing not more than 15 kg, SOUTHERN TOURS & SAFARIS may not allow carrying luggage in excess of the aforesaid. All luggage and personal belongings are at all times at the clients risk and SOUTHERN TOURS & SAFARIS cannot accept any liability for any loss of or damage thereto.

9. TRAVEL DOCUMENTS-Clients are responsible for ensuring that all necessary travelling documents, including passports, visas, health and other certificates, including travelers cheque if applicable are valid and effective.

10. INSURANCE-Travel, medical expenses, luggage money and cancellation insurance is compulsory to all SOUTHERN TOURS & SAFARIS trips. The client accepts that it is his/her responsibility to arrange own insurance.

11. FORCE MAJEURE- During the course of a tour, weather, road conditions, mechanical breakdowns and incidents beyond control of SOUTHERN TOURS & SAFARIS can influence the performance of a tour. In the unforeseen event of any of these aforementioned events occurring, SOUTHERN TOURS & SAFARIS shall provide the use of the vehicle, all equipment and crew services. Personal expenses, meals, alternative accommodation and all other resulting costs, including the cost of flying home, are to be borne by the client. We strongly recommend the travel insurance.

12. LIABILITY- NOTE: for the purpose of this clause, the definition of SOUTHERN TOURS & SAFARIS shall include all member(s), employees and agents of SOUTHERN TOURS & SAFARIS. SOUTHERN TOURS & SAFARIS shall have no liability whatsoever for any loss, including financial loss, arising from loss of and/or damage to any property of any CLIENT, nor for any loss of any nature, including financial loss arising the death or injury of any CLIENT, howsoever any such loss, financial loss, damage, injury or death shall arise including negligence of any degree on the part of SOUTHERN TOURS & SAFARIS. The client hereby indemnifies SOUTHERN TOURS & SAFARIS against all claims of whatever nature brought against SOUTHERN TOURS & SAFARIS by the CLIENT, the CLIENT'S estate or family of the CLIENT including dependents, in respect of any personal injury, death, damage or loss, including financial loss, of any nature howsoever caused including negligence of any degree.

Notwithstanding the above, in the event of there being a claim in law against SOUTHERN TOURS & SAFARIS, such claim shall be limited to R50 000 (FIFTY THOUSAND RAND) inclusive of capital, interest and costs.

13. PHOTOGRAPHY- SOUTHERN TOURS & SAFARIS reserve the right to make use, without giving any further notice, of any photograph or video produced by SOUTHERN TOURS & SAFARIS or given to SOUTHERN TOURS & SAFARIS by the CLIENT without payment or permission.

14. HEALTH- The client acknowledges being aware of the proposed itinerary and that the tour requires a certain level of physical fitness and acknowledges that he/she is medically fit and able to embark upon the tour.