

Kindly read the following information carefully, as they set out the terms and conditions of the contract between you and Luxus Travel & Tours. We act as reservation agents for the suppliers of the component parts of the holiday we organize, and as such, bookings for their services will form a direct contract between you and the relevant supplier, and will be subject to that supplier's standard terms and conditions.

#### **RESERVATIONS**

In order to proceed with a reservation, we would need a filled in reservation form either faxed or e-mailed to us together with copies of all the guests travelling's ID's or Passports. Upon receipt of your documents, we will then confirm your reservation and a confirmation invoice will be sent to you with payment instructions.

#### **RATE CHANGES**

Due to currency fluctuations & airport surcharges that increases and decreases, some travel arrangements such as airfares can only be guaranteed once full payment have been received. Should there be any surcharges, the guest would be informed and requested to pay in the difference.

#### **PAYMENT**

The reservation only becomes secured upon receipt of a 25% non-refundable deposit. The final payment is due 2 months prior to your departure date. If your reservation is made within 2 months of departure, the total cost of your travel arrangements must be paid within 48 hours of receiving your confirmation invoice. Please note: FAILURE TO PAY ON TIME WILL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR RESERVATION. The price quoted is based on EFT payments. We accept EFT transfers into our First National Bank//RMB Account, subject to condition that the proof of payment will be faxed or e-mailed to us and such payment has been confirmed as received by our accounts department. Credit Card Payments can be made via PayGate at a 3.5% surcharge.

#### **INSURANCE**

It is strongly advised that all clients take out adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. Luxus Travel & Tours will not be responsible or liable if the client fails to take adequate insurance cover or at all. It shall not be obligatory upon Luxus Travel & Tours to effect insurance for the client except upon detailed instructions given in writing and all insurance effected by Luxus Travel & Tours pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or the underwriters accepting the risk, and Luxus Travel & Tours shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason; the client will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the client will be issued with a policy document of the insurer. It is a complex document, which must be READ BEFORE you initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure. Please note that various credit card companies offer limited levels of travel insurance, which Luxus Travel & Tours does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain specific details of the cover.

#### **CLIENT PROTECTION**

We are proudly bonded SATSA members. Our membership number is 2485. We are also insured by SATIB.

SATSA is the Southern Africa Tourism Services Association and offers protection to international travellers against the possible loss of deposits (or monies paid) to a SATSA member (tour operator, car rental company, accommodation provider etc.), in case of liquidation. It is underwritten by Lombard Insurance and Lloyds of London. SATSA is the driving force behind improving standards of tourism in South Africa, as offered by its various members (tour operators, car rental companies, accommodation provider etc.). "Should a SATSA member who is a South African tourism business operation, run into financial problems, the bonding scheme allows the client to claim back their deposit without having to prove in a court or to the liquidator whom or what was paid, but simply to produce the relevant documentation to SATSA." – Michael Tatalias, CEO SATSA.

#### **AIRLINES**

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of passengers to check-in on time. There is no guarantee that flights, trains or coaches will depart at the times stated on any itinerary or tickets which you receive. All timings are pre booked, and we do not accept any liability for any delay, however arising, or for any schedule alterations. It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 24 hours prior to departure.

#### **TRAVEL DOCUMENTS & VOUCHERS**

Your final Travel documents will be issued within 48 hours of receiving your final payment and will be sent to you electronically. It is on the onus of the client to check that all details on these documents are correct. Should the information on these documents be inaccurate, guests must advise us immediately. Luxus Travel & Tours will not be held liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof and you have not informed us immediately.

#### **UNSCHEDULED EXTENSIONS**

In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes, Force Majeure or any other cause which is beyond the control of Luxus Travel & Tours, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation etc.), will be for the account of the guest. Luxus Travel & Tours accepts no liability for changes, omissions or delays before or during the course of any holiday occasioned by technical difficulties, weather conditions, strikes or communication breakdowns or the like.

**FORCE MAJEURE:** In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, pandemic, adverse weather conditions, fire and all similar events outside our control.

#### **CHANGES BY YOU**

We would gladly assist with any changes where it is possible. Should there be change fees, guest will be liable for them and must be paid prior to departure. Should the changes be after your departure, it is understood that extra expenses incurred as a result of any change will be for the guests' account, and any unused service will not be refunded.

#### **CANCELLATION**

The following cancellation policy would apply to all confirmed and/or guaranteed bookings:

Airfares are non-refundable and subject to change fees. Cancellations received more than 60 days prior to departure are subject to cancellation fee of 20% of the land arrangements. Cancellations received less than 60 days before departure are subject to a cancellation fee of 80% of the land arrangements. Once your travel documents are finalized, travel arrangements may be changed for travel at an earlier or later date (subject to the supplier's terms & conditions). However change fees and possible rate differences will apply and the client would be requested to pay the differences immediately. If an amendment, cancellation or no-show is caused by an illness and verified by a registered doctor's letter, we will consider waiving all or part of the cancellation fees according to the merits of each case with a maximum refund amount of 80% of actual money received. Non-compliance with these booking conditions will automatically cancel a provisional reservation without further notice.

#### **PASSPORTS, VISAS AND HEALTH**

It is entirely the clients duty to ensure that all passports & visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, where required, have been obtained. The client must ensure that the details supplied to Luxus Travel & Tours mirror those details shown on their passport for international travel and ID documents for local travel.

#### **GENERAL INFORMATION**

**Taxes:** Luxus Travel & Tours will advise you of all mandatory taxes, which must be paid before departure. However, many African countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when reconfirming your flight details.

**Special requests:** We can inform the supplier of special requests that you may wish to make at the time of your reservation, but acceptance of such requests is at the discretion of the supplier and cannot be guaranteed by Luxus.

**Medical Problems:** If you or any member of your party has any medical problem or disability which may affect your holiday, you need to give us full details in writing at the time of booking.

**Confidentiality:** Subject to statutory constraints or compliance with an order of court, Luxus Travel & Tours undertakes to deal with all client information of a personal nature on a strictly confidential basis.

#### **RESPONSIBILITY AND LIMITATION OF LIABILITY**

Luxus Travel & Tours act as agents only for local and national ground operators and airlines and accordingly accept no liability whatsoever for any loss, damage, injury, accident, delay, or any other irregularity howsoever arising. Luxus Travel & Tours makes every effort to ensure that all the arrangements and services connected with a passenger's itinerary will be carried out as specified in the most efficient and effective way possible. However, we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for cancellations, errors and omissions of such suppliers. The contract in use by such suppliers (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the supplier and the client and any right of recourse the client may have, will be solely against the supplier.

#### **THE CLIENT AND AUTHORITY**

Payment to Luxus Travel & Tours constitutes your acceptance of the Terms & Conditionals set out in this contract.