



# Wildlife Tours

## TOURS & TICKETS

ACTIVITIES • TOURS • SAFARIS

## Terms & Conditions

### 1. AVAILABILITY AND RESERVATIONS

- 1.1 Agreements are made subject to the availability of the tour, safari or activity of the type and specifications requested, on the date required, at the time of acceptance hereof. It is, therefore, in the interest of the Client, to confirm the acceptance with the least possible delay.
- 1.2 Quotations are always in South African Rand and are valid for up to 30 days.
- 1.3 Prices based on the services of outside contractors may vary. Any increase in charges will be passed on to the Client at the sole discretion of Tours & Tickets.
- 1.4 Acceptance of a quotation will be regarded as an acceptance of Tours & Tickets Terms and Conditions, having been read and understood.
- 1.5 No booking is confirmed until the Client received written confirmation from Tours & Tickets.
- 1.6 Confirmation of services will only be processed and confirmed by Tours & Tickets upon the receipt of an official order, voucher, confirmation e-mail and payment for the requested service by the Client.
- 1.7 Verbal quotes are an estimation, to be used as a guideline only. Tours & Tickets will not be bound by any verbal quotation provided.

### 2. CANCELLATION POLICY

This agreement cannot be cancelled, except by agreement between Tours & Tickets and the Client. The Client accepts that these cancellation terms are reasonable and fair. Tours & Tickets shall be at liberty in its discretion, to charge the hiring charge of a cancellation fee or any percentage thereof at:

- 10% of the tariff – on all cancellations as an administration fee;
- 20% of the tariff – within two weeks prior to the departure date;
- 50% of the tariff – within one week prior to the departure date;
- 100% of the tariff – within 48 hours or less prior to the departure date

Scheduled day tours must be cancelled at least 48 hours prior to departure to avoid cancellation fees. If Tours & Tickets has already paid third party suppliers, this amount will not be refunded.

### 3. COMPLIANCE WITH LAW AND INSTRUCTIONS GIVEN BY THE DRIVER/GUIDE

- 3.1 The Client undertakes to observe any regulations of the Motor Carrier Transportation Act, Tourism Act and Labour Act (Wage Determination Act 452) of the Republic of South Africa, as amended from time to time, or of similar and appropriate laws of any other country or countries in which the vehicle may travel during the period of hire.
- 3.2 The Client undertakes to ensure that the passengers will obey any lawful instruction issued by the driver/guide of the vehicle, particularly where it relates to the safety of passengers and the vehicle/s concerned. The Client further undertakes to ensure that the driver/guide, approved by Tours & Tickets, shall drive the vehicle at all times and that no passenger shall drive or attempt to drive the vehicles, obstruct or impair the driver/guide of any authorised person in the course of his/her duty.

### 4. VEHICLE RULES AND REGULATIONS

A driver/guide shall at all times be responsible for adherence to the following rules and regulations, and the Client shall ensure that the rules and regulations are strictly adhered to. These rules and regulations are specified for every passenger traveling on a vehicle, so as to ensure their safety and comfort:

Smoking is strictly prohibited on all vehicles.

The Client will not permit the carrying of more passengers than the authorised number of seats in the vehicle, and will not allow any passengers to sit anywhere in- or on the vehicle, except in the passenger seats provided.

Passengers are required by South African law to wear the safety belts. They must always remain seated when the vehicle is in motion.

No unauthorised passengers are allowed on the vehicle during the tour.

Passengers are not to leave any personal belongings in the vehicle.

### 5. PASSENGER LUGGAGE AND PERSONAL EFFECTS

Baggage and personal belongings are carried entirely at owner's risk. Tours & Tickets shall not be liable for any loss or damage arising from delay, sickness, injury, and death to any passenger, or of their luggage or personal belongings, in any manner, whatsoever.

Under no circumstances may passengers carry with them on the coach or trailer attached thereto, weapons, explosives or items which are, in the sole opinion of Tours & Tickets, its employees or officials, dangerous or hazardous, or of such nature as is likely to cause offence or injury to other passengers or damage to their property.

### 6. PAYMENT

All payments for services rendered by Tours & Tickets must be paid in full by the Client 30 days prior to the commencement of the services which have been booked and confirmed. Surcharge payment must be paid on the day of changes, and prior to the departure of group.

### 7. RIGHT TO DECLINE

Tours & Tickets reserves the right to decline, to execute or to complete any contract, should the Client fail to strictly adhere to- and comply with all the above conditions. Such rights, when exercised by Tours & Tickets, shall be without prejudice to its rights to claim damages or other

specific relief from the Client.

### 8. CHILDREN, AND AGE OR TOUR RESTRICTIONS

All children must be accompanied by at least one adult.

Certain tours have age restrictions. Please check, when booking a tour, whether your children are permitted on that tour.

We cannot guarantee the availability of third party operators.

Tours & Tickets reserves the right to terminate tour services if children are not behaving properly or causing disturbance.

Children under 8 years are only permitted on game drives on a private tour, and on certain tours, at the discretion of Tours & Tickets and third party service providers.

Certain tours operate with a minimum number of people.

Please note that we cannot guarantee any specific animal sightings or interaction with animals, as these animals are all in their natural habitat and wild. This also applies to any tour where we advertise interaction with animals in conservation projects.

We reserve the right to utilise the services of an alternative service provider. Pick up and drop off for all tours are free from certain central areas. Please check when booking tours if your pick up and drop off point are free of charge.

### 9. TIME KEEPING AND TOUR AMENDMENTS

9.1 Tours & Tickets will make every reasonable effort to conform to the proposed timetable. It does not undertake to commence or to complete the journey at any specified time, and shall not be liable in any manner whatsoever, for any total or partial failure to perform the contract by reason of any mechanical or other defects, breakdown, accident or any other cause, including any strike or lockout, fire or act of God, or for any claims, damages and expenses arising from defects or failure as aforesaid, or any delays in starting, transit, arrival or return of any vehicle.

9.2 The Client will secure a detailed itinerary, highlighting all departure and arrival times on route, as well as all venues, to ensure good time management. Sufficient time must be made available for coordination with other modes of transport at destinations and venues.

9.3 The Client indemnifies Tours & Tickets from any claim which may arise from stopping at venues and altering the departure times not agreed upon, prior to- or during the journey, as per the official itinerary.

9.4 Should the fulfilment of any journey be rendered impossible, illegal, or in the opinion of Tours & Tickets inadvisable for any reasonable cause, Tours & Tickets may at any time cancel such journey, or the remainder thereof; or make an alteration to the route, accommodation, price or other details thereof, that Tours & Tickets may think fit, in its sole and absolute discretion.

9.5 If the Client fails to inform Tours & Tickets of any change to their itinerary that incurs extra expenses, the Client will be held responsible for all costs in relation thereto.

### 10. INDEMNITY

10.1 Tours & Tickets is hereby exempted from, and shall not be liable for, any loss or any damage, direct or indirect, consequential or otherwise, caused to and/or suffered by the Client or any other party due to and/or arising from:

any defect in the Vehicle and/or arising from the use by the Client of the Vehicle

and/or any luggage

and/or property stolen from the Vehicle and damaged while in the Vehicle or left in the Vehicle at any time

\* The provisions of the clause are stipulated for the benefit of Tours & Tickets, its service suppliers, agents, nominees and sub-contractors, who are exempted accordingly.

### 11. GOVERNING LAW

These conditions, and the relationship between Tours & Tickets and the Client, are governed by the Laws of the Republic of South Africa and the Client consents to the exclusive jurisdiction of the South African Courts. Tours & Tickets shall be entitled at its sole discretion, to institute any legal proceedings arising out of- or in connection with these conditions, in any Magistrates Court having jurisdiction.

### 12. CODE OF PRACTICE

Registered drivers, guides and vehicles

Tours & Tickets will comply with all national- and regional provisions and regulations relating to the provision of the Transportation Board.

Tours & Tickets will:

- use only registered guides, with valid PDP's and correct driving codes

- use vehicles that are registered and with correct/valid transport permit documents.

### 13. DISPUTES

Tours & Tickets would prefer to have the opportunity of improving the client's experience, rather than satisfying any disappointments upon their return home. If clients are dissatisfied with any of the arrangements that Tours & Tickets has made, they should contact the sales manager on contact details provided whilst they are in South Africa. Tours & Tickets cannot accept any liability in respect of any complaint that is not reported to us in writing within 1 week from client's experience.