www.bestsafariafrica.com
info@bestsafariafrica.com
+27 82 300 4508
M5 Place, 2A Hibiscus Street, Durbanville, 7550, Western Cape, South Africa

By making payment to us, you indicate your agreement to these terms and conditions. See pages below.

**TERMS AND CONDITIONS:**

BY COMPLETING A BOOKING FORM OR PAYING A DEPOSIT FOR YOUR TRIP, OR INSTRUCTING US VIA EMAIL OR WHATSAPP TO PROCEED WITH THE BOOKING, YOU INDICATE YOUR AGREEMENT TO THESE TERMS AND CONDITIONS BELOW IN FULL.

1. **PAYMENT METHODS:**

PAYMENT IS DUE IN ZAR FOR TRIPS WITHIN SOUTH AFRICA AND NAMIBIA ONLY. ANY PRICES QUOTED IN YOUR CURRENCY ARE JUST FOR COMPARATIVE PURPOSES ONLY, AND DO NOT CONSTITUTE A LEGAL CONTRACTED PRICE. THE ZAR PRICE IS THE LEGAL TENDER PRICE AS PER THE INVOICE.

PAYMENT IS DUE IN US DOLLARS FOR EAST AFRICAN (KENYA, UGANDA, RWANDA, TANZANIA) OR THE FOLLOWING SADC COUNTRIES (BOTSWANA/ ZAMBIA/ ZIMBABWE/ MOZAMBIQUE) JOURNEYS. THE USD PRICE IS THE LEGAL TENDER PRICE AS PER THE INVOICE.

UNLESS OTHERWISE STATED, PAYMENT IS VIA **INTERNATIONAL BANK TRANSFER**.

**WE DO ACCEPT VISA**, **MASTERCARD**, **AMEX** AND ARE BOUND BY FIRST NATIONAL BANK OF SOUTH AFRICA'S SECURITY AND SAFETY LAWS WHEN IT COMES TO PROCESSING OF PAYMENT.

OUR CREDIT CARD MACHINES ARE ZAR BASED, AND THUS IF YOU CHOSE TO PAY FOR A U$ DOLLAR TRIP IN ZAR, WE WILL CHARGE THE CARD WITH A QUOTED RATE FROM OUR BANK, AND THESE PRICES ARE SET TAKING VARIOUS FACTORS INTO CONSIDERATION INCLUDING:

**OUR BANK QUOTED RATES OF EXCHANGE*
**CURRENT VOLATILITY OF THE CURRENCY IN QUESTION.*

NOTE: IF PAYING BY CREDIT CARD YOU CAN EXPECT A 4% SERVICE FEE TO BE CHARGED, TO PROTECT OURSELVES FROM INCURRING LOSSES, DUE TO EXCHANGE RATE VOLATILITY OR FEES CHARGED TO MAKE US DOLLAR PAYMENTS.

THIS FOREX SERVICE FEE CAN BE AVOIDED BY PAYING VIA INTERNATIONAL BANK TRANSFER FOR ANY US DOLLAR BASED HOLIDAYS IN EAST AFRICA, OR SOME NATIONS IN SOUTHERN AFRICA, WHERE THE OUTPUT COSTS ARE ALSO IN US DOLLARS.

**DEPOSITS:** AS A GENERAL GUIDELINE, WE PREFER A 50% DEPOSIT FOR MOST TOURS , UNLESS THERE IS A SPECIAL ARRANGEMENT IN PLACE, FOR A 20% DEPOSIT TO SECURE A BOOKING, AND THE BALANCE OF PAYMENT IS DUE BETWEEN 90, 60 AND 45 DAYS PRIOR TO TRAVEL, DEPENDANT ON WHICH AGENCY AGREEMENT YOU ARE WORKING WITH.

THESE PRICES EXCLUDE THE SERVICE FEES OR EXCHANGE RATE YOUR LOCAL BANK CHOOSES TO CHARGE AT THE TIME OF DEDUCTION.

www.bestsafariafrica.com
info@bestsafariafrica.com
+27 82 300 4508
M5 Place, 2A Hibiscus Street, Durbanville, 7550, Western Cape, South Africa

## 1.1 EXCHANGE RATE FLUCTUATION

AT NO STAGE CAN WE GUARANTEE A RATE OF EXCHANGE, IF YOUR TRIP INVOLVES MULTIPLE CURRENCY COSTS FOR MORE THAN 24 HOURS. ANY MAJOR FLUCTUATIONS WILL BE ADJUSTED ON THE INVOICE ACCORDINGLY ESPECIALLY IF THE DEPOSIT AND BALANCE EOF PAYMENT IS OVER A LONG PERIOD OF TIME. IE DEPOSIT PAID IN MARCH AND BALANCE IN AUGUST, AND DURING THIS PERIOD, EXCHANGE RATES HAVE CHANGED DRASTICALLY.

EXCHANGE RATES ARE MERELY GUIDELINES FOR CLIENTS TO SEE THE COST IN THEIR OWN CURRENCY FOR COMPARISON, AND WE CANNOT BE HELD RESPONSIBLE FOR THE EXCHANGE RATE YOUR BANK USES WHEN CONVERTING INTO YOUR LOCAL CURRENCY.

## 1.2 DELIVERY OF DOCUMENTS GUARANTEEING SERVICES

ONCE YOU HAVE MADE FULL PAYMENT, YOU WILL RECEIVE YOUR NECESSARY TRAVEL VOUCHERS WITHIN 3 WEEKS PRIOR TO TRAVEL, GUARANTEEING YOUR TRIP WITH DETAILED INCLUSIONS AND EXCLUSIONS. THESE VOUCHERS ARE LEGALLY BINDING, SERVICE GUARANTEED DOCUMENTS IN ACCORDANCE WITH INTERNATIONAL TRAVEL STANDARDS SET OUT BY SATSA (SOUTHERN AFRICAN TOURISM SERVICES). THESE DOCUMENTS ARE NORMALLY SENT VIA PDF TO YOUR EMAIL OR DELIVERED BY HAND OR DHL COURIER SERVICES {IF REQUESTED} AT AN ADDITIONAL FEE.

IF YOU ARE A TRAVEL AGENT, WE WILL GLADLY SEND THESE DOCUMENTS IN WORD FORMAT, FOR YOU TO TRANSFER TO YOUR RESPECTIVE LETTERHEADS, IN ORDER TO FORWARD TO YOUR CUSTOMER.

## 1.3 BOOKING FORM

DUE TO THE EXTREMELY IMPORTANT NATURE OF CORRECT SPELLING OF NAMES ON FLIGHT TICKETS, AS WELL AS SAFETY AND SECURITY REGULATIONS, NO BOOKINGS WILL BE PROCESSED UNLESS A COMPLETE BOOKING FORM AND COPIES OF PASSPORTS IS RECEIVED ON CONVERSION OF A QUOTE TO A BOOKING. PLEASE BE VERY CLEAR AND COMPREHENSIVE AROUND DIETARY REQUIREMENTS, KOSHER REQUIREMENTS, ALLERGIES, SPECIAL MEDICAL NEEDS, ETC.

PLEASE DO NOT ONLY RELAY THIS INFORMATION VERBALLY TO OUR CONSULTANTS.

ALL BOOKING FORMS MUST BE SENT TO THE TRAVEL CONSULTANT YOU ARE DEALING WITH DIRECTLY.

## 2. TRAVEL INSURANCES AND LEGAL DOCUMENTATION:

ALL PARTICIPANTS MUST TAKE OUT TRAVEL, MEDICAL, CANCELLATION AND CURTAILMENT INSURANCE THE MOMENT YOU CONFIRM A TRIP WITH US.

THE AGENT, OR ORGANISING COMMITTEE, OR PERSON TRAVELLING THEMSELVES, ARE RESPONSIBLE TO ARRANGE INTERNATIONAL FLIGHTS OUT OF AND RETURNING TO THEIR COUNTRIES OF ORIGIN, AS WELL AS ENSURING EACH TRAVELLER HAS THE NECESSARY VISA, HEALTH, AND OTHER INTERNATION AL TRAVEL DOCUMENTATION IN PLACE PRIOR TO DEPARTURE. ANY OMISSIONS IN THIS REGARD, ARE NOT THE RESPONSIBILITY OF OUR COMPANY.

www.bestsafariafrica.com
info@bestsafariafrica.com
+27 82 300 4508
M5 Place, 2A Hibiscus Street, Durbanville, 7550, Western Cape, South Africa

## 3. ADMINISTRATION FEES:

ALL DEPOSITS CARRY A 10% NON- REFUNDABLE ADMINISTRATION FEE OF THE **TOTAL TRIP PRICE**.

WE CARRY BANK CHARGES, CREDIT CARD FEES, ADMINISTRATION, PLANNING AND COMMUNICATI ON COSTS BASED ON TIME INVESTED IN A BOOKING, THIS IS WHY WE APPLY THIS POLICY.

## 4. CANCELLATION POLICY APPLICABLE TO TOTAL TRIP COSTS: *

**4.1** ANY BOOKINGS CANCELLED NO MATTER THE LENGTH OF TIME BEFORE TRAVEL WILL INCUR, AT THE BARE MINIMUM A 10% ADMIN FEE OF TOTAL TRIP COST.

**4.2** ANY BOOKINGS CANCELLED LESS THAN 90 DAYS BUT MORE THAN 60 DAYS BEFORE TRAVEL ARE SUBJECT TO 10% ADMIN FEE OF TOTAL TRIP COST **PLUS** ANY FEES CHARGED BY THE HOTELS/ SERVICE PROVIDERS. THE TYPICAL NORM IS 25- 30% CANCELLATION FEE FROM SERVICE PROVIDERS WITHIN THIS TIME FRAME, BUT IT COULD BE LESS, SUBJECT TO THEIR INDIVIDUAL TERMS (SEE POINTS 5.1 - 5.3 BELOW).

**4.3** ANY BOOKINGS CANCELLED LESS THAN 60 DAYS BUT MORE THAN 45 DAYS PRIOR TO DEPARTURE ARE SUBJECT TO A 50% CANCELLATION FEE.

**4.4** ANY BOOKINGS CANCELLED LESS THAN 45 DAYS BUT MORE THAN 21 DAYS PRIOR TO DEPARTURE ARE SUBJECT TO A 75% CANCELLATION FEE.

**4.5** ANY BOOKINGS CANCELLED LESS THAN 21 DAYS PRIOR TO ARRIVAL, ESPECIALLY IF IT IS IN PEAK SEASON, WILL INCUR A FULL 100% CANCELLATION FEE.

***IT'S IMPORTANT TO NOTE, WE TRY OUR BEST TO MITIGATE YOUR CANCELLATION FEE RISK ON A CASE-BY-CASE SCENARIO AND LEVERAGE OUR RELATIONSHIPS WITH THE SUPPLIERS, TO THE BEST OF OUR ABILITY. (SEE POINT 9 BELOW)***

**THIS EXCLUDES ALL AIRLINE TICKETS, WHICH ARE LISTED SEPARATELY UNDER POINT 7.*

## 5. CANCELLATION POLICY EXCEPTIONS:

**5.1** SOME SAFARI LODGES AND SMALLER PRIVATE RESORTS CAN ENFORCE STRICTER NON - REFUNDABLE DEPOSIT POLICIES THAN THE ABOVE POLICY.

PLEASE NOTE: SOME SAFARI LODGES, RESORTS OR BOUTIQUE HOTELS WITH A SMALL ROOM TOTAL, ARE NOW ENFORCING 25 - 30 % **NON-REFUNDABLE** DEPOSITS WITHIN 14 DAYS OF MAKING A BOOKING, AND THE BALANCE IS DUE 60 DAYS PRIOR TO ARRIVAL.

**5.2** IN SOME CASES, IN PEAK SEASONS, ANY CANCELLATIONS LESS THAN 60 DAYS CARRY A 100% CANCELLATION FEE WITH THESE SMALLER LODGES.

THEREFORE, THEIR POLICY OVERRIDES OUR GENERAL STANDARD CANCELLATION POLICY IN POINT 4, ONLY WHEN A SPECIFIC LODGE OR GROUP OF LODGES APPLIES THIS HIGHER PERCENTAGE OF CANCELLATION AND NON-REFUNDABLE DEPOSITS.

**5.3** SPECIFIC SUPPLIER CANCELLATION POLICIES CAN BE REQUESTED FROM US WHEN MAKING A BOOKING.

## 6. FESTIVE OR PEAK SEASON BOOKINGS:

PLEASE NOTE: BETWEEN 5 DECEMBER – 10 JANUARY EVERY YEAR MOST HOTELS, RESORTS AND LODGES ENFORCE A STRICTER CANCELLATION POLICY THAN OUR STANDARD POLICIES STIPULATED ABOVE. THESE CAN BE OBTAINED ON REQUEST WHEN BOOKING OVER THIS PERIOD.

*{IN SOME INSTANCES, JULY/ AUGUST MAY ALSO HAVE PEAK SEASON POLICIES IN PLACE, PLEASE ENQUIRE WITH YOUR CONSULTANT IF YOU HAVE ANY QUESTIONS IN THIS REGARD}*

## 7. AIRLINE TICKETS:

FLIGHT PRICES ARE ONLY GUARANTEED FOR 12 HOURS ON OUR SYSTEMS AND ARE SUBJECT TO AVAILABILITY. THEY WILL BE REQUOTED IF YOU HAVE NOT PAID AS PER THE FLIGHT DEPOSIT DEADLINE.

MOST TICKETS ARE GENERALLY PARTIALLY REFUNDABLE, BUT ALWAYS CARRY AN AMENDMENT OR CANCELLATION FEE. REFUNDS ARE TREATED CASE BY CASE, DEPENDING ON THE FARE CLASS BOOKED, AND THE INDIVIDUAL AIRLINE POLICY. IF BOOKED IN THE CHEAPEST CLASS THEY ARE NON-REFUNDABLE.

## 8. REFUND POLICY:

**8.1** OUR REFUNDS ARE PROCESSED WITHIN THE CANCELLATION GUIDELINES LISTED ABOVE IN POINTS 4 – 8. REFUNDS ARE PROCESSED WITHIN **14 DAYS** OF RECEIVING YOUR CANCELLATION EMAIL, WHICH MUST BE PUT IN WRITING TO YOUR TRAVEL CONSULTANT THAT YOU WERE DEALING WITH, AND SUPPORTED WITH NECESSARY DOCUMENTATION I.E. MEDICAL CERTIFICATES ETC.

REFUNDS ARE ONLY PAID OVER, ONCE WE HAVE RECEIVED THE FINANCES BACK FROM THE SUPPLIER.

**8.2** IF IN THE CASE OF A SERVICE DELIVERY FAILURE, PLEASE LODGE YOUR COMPLAINT IN WRITING TO YOUR TRAVEL CONSULTANT YOU WERE DEALING WITH, OR TO ADRIAN@BESTSAFARIAFRICA.COM OR CALL +27 21 976 0099 IF YOU WISH TO TALK TO A MANAGER BEFORE LODGING THE COMPLAINT IN WRITING.

**8.3** ONCE WE RECEIVE A COMPLAINT REGARDING A SPECIFIC HOTEL OR SERVICE PROVIDER, WE WILL INVESTIGATE THE MATTER WITHIN 7 DAYS OF YOUR COMPLAINT, AND THEREAFTER ISSUE A REFUND INSTRUCTION AND REFUND FORM TO COMPLETE IF YOUR COMPLAINT WAS VERIFIED AND APPROVED BY OUR INVESTIGATION. REFUNDS ARE PROCESSED USING THE SAME AVENUE / FORM OF PAYMENT THAT WAS USED WHEN CLIENT MADE PAYMENT TO US.

**8.4** WE OPERATE WITHIN THE LAWS OF THE CONSUMER PROTECTION ACT (ACT NR 68, 2008) OF SOUTH AFRICA, AND SHOULD A DISPUTE ARISE WITH A HOTEL OR SERVICE PROVIDER, WE WILL ACT WITHIN THE GUIDELINES OF THIS LAW APPLICABLE TO THE TOURISM INDUSTRY WITHIN SOUTH AFRICA.

HTTPS://WWW.SAICA.CO.ZA/PORTALS/0/TECHNICAL/LEGALANDGOVERNANCE/GON271CODEOFCONDUCTCGSO.PDF

WE WILL ALSO REFER TO SATSA'S CODE OF CONDUCT, BY WHICH WE ARE REQUIRED TO COMPLY: HTTP://WWW.SATSA.COM/CODE-OF-CONDUCT/

IF YOU ARE OF THE OPINION, WE ARE NOT COMPLYING WITH THIS CODE OF CONDUCT YOU ARE WELCOME TO LODGE A COMPLAINT WITH SATSA DIRECTLY.

**SATSA CONTACT DETAILS:**
**PHONE** +27 (0) 86 12 72872; +27 (11) 886 9996.
**EMAIL** PA@SATSA.CO.ZA

## 9. CANCELLATION INSURANCE AND NEGOTIATING REDUCTIONS WITH MANAGEMENT:

BASED ON POINTS 4 – 8, WE REPEAT IT IS STRONGLY ADVISABLE TO TAKE OUT CANCELLATION INSURANCE, TO COMPLETE BOOKING FORMS PROPERLY AND TO BE AWARE THAT OUR TERMS AND CONDITIONS RELATE TO SERVICE PROVIDERS AND PRINCIPALS THAT WE USE UNDER GUIDANCE FROM SATSA CODE OF CONDUCT.

WE WILL TRY AND NEGOTIATE THE REDUCTION OF THE CANCELLATION POLICIES, PER CASE, TO SERVE THE CUSTOMER, SHOULD THE NEED ARISE. THE FINAL DECISION LIES WITH THE HOTEL OR SERVICE PROVIDER'S MANAGEMENT TEAM, NOT US AS A TRAVEL AGENCY. THEY WILL TAKE INTO ACCOUNT FACTORS SUCH AS RESELLING OF ROOMS, OR TIME OF YEAR, OR LOSS OF REVENUE.

THESE NEGOTIATIONS ARE MERELY AN OFFER TO MINIMIZE COSTS TO OUR CLIENTS, BUT UNDER NO CIRCUMSTANCES IS IT UP TO US AS A TRAVEL AGENCY WHAT THE FINAL DECISION WILL BE IF EXISTING CANCELLATION POLICIES FROM OUR SUPPLIERS WILL BE WAIVERED OR REDUCED.

WE OPERATE WITHIN THE RULES OF LAW AND ETHICAL NORMS OF OUR NATION AND CANNOT PUT UNDUE PRESSURE ON A SERVICE PROVIDER TO REFUND MORE THAN IS STIPULATED IN THEIR CANCELLATION POLICIES AND TERMS AND CONDITIONS.

## 10. PRIVACY POLICY AND THE POPI ACT:

**10.1** ALL INFORMATION RECEIVED IN THE BOOKING FORM, ON PAYMENT FORMS, AND CORRESPONDENCE VIA EMAIL WILL BE TREATED WITH STRICTEST CONFIDENTIALITY.

**10.2** NO UNSOLICITED EMAILS, SPAMMING OR USAGE OF THE CLIENT'S INFORMATION OTHER THAN FOR THE PURPOSES OF DIRECT COMMUNICATION RELATING TO THE CLIENTS TRAVEL NEEDS, WILL BE ENTERED INTO.

**10.3** CLIENT'S INFORMATION WILL NOT BE SOLD OR PASSED ONTO ANY THIRD PARTIES FOR USAGE IN DATABASE PROMOTIONAL ACTIVITIES OR MARKETING.