



TERMS AND CONDITIONS

Destinations Africa Pty Ltd ABN 28 126 908 272
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1. CONTRACT

To make a firm booking and contract with Destinations Africa Pty Ltd (referred to as "us" and "we") a completed and signed booking form is required together with a deposit of the 30% of value of the quoted holiday (plus 20% of the cost of any Karibu component plus 100% of any gorilla permits included in your itinerary) together with the full cost of all African air tickets made payable to us. Upon receipt of this booking form and/or deposit, a valid contract is formed between you and us, with the balance of payment due ninety days before your departure date. If this is not received, we reserve the right to cancel the arrangements and impose cancellation charges as set out in paragraph 4.

Payment of the total cost of your holiday is required where the booking is made less than ninety days before travel. Any documentation not emailed to you before your departure will be handed to you on arrival in the country of destination from our ground operators.

Any booking in respect of a minor will only be accepted where the minor's guardian signs the booking form.

Final payment is due **90 days** before date of departure.

2. PRICES AND SURCHARGES

We reserve the right to pass on all fuel or airport surcharges and any governmental taxes that are imposed between booking and departure except any surcharges arising within 30 days of commencement of your holiday.

We must pay local operators in the currency of the destination country although we need you to pay us in Australian Dollars. Thus final cost of your African holiday is dependent upon exchange rates at the relevant payment times and accordingly may vary slightly from the cost you were quoted at the beginning. The exchange rates we use to convert the local currency to Australian dollars is the rate we determine as appropriate in our sole discretion having regard to (but not necessarily based on) published rates. We do not aspire to make a profit out of currency

exchange but we hope not to make a loss. We will not enter into negotiations with you about currency exchange.

You must meet any additional costs incurred as a result of a variation in the name shown on our booking form and that in the person's passport at the time of travel.

3. CHANGE IN BOOKING

a. BY YOU

We will do our best to accommodate any changes you wish to make after the completed Booking Form has been received by us. However, a fee of A\$300.00 or equivalent will be charged for each alteration made per booking within 90 days of travel.

No credit or refund is available for any unused accommodation, transport, meal or service not utilized during your holiday.

b. BY US

We may need to make alterations to your itinerary due to circumstances outside our control such as terrorism, natural disaster, political instability or (without limitation) any other circumstances. Where possible we will substitute comparable arrangements.

When a major change occurs we will advise you as soon as is reasonably possible. You will then have the choice of accepting the change, taking the alternative arrangements suggested by us (and where this is of a lower price, receiving a refund for the difference) or cancelling the relevant portion of your holiday in which event we will make a full refund of the monies paid for that portion. A major change is either an alteration to your flight time by more than 12 hours, or a change in type or standard of accommodation or a change in destination.

We will do our best to advise you of minor changes made to your holiday before departure.

4. CANCELLATION OF BOOKING

a. BY YOU

Cancellation of a holiday or any part of the holiday must be in writing and the following charges will be imposed:

- Notification prior to payment of deposit, over 90 days prior to departure - A\$ 500.00 per person.
- After booking and payment of deposit - loss of deposit
- 90 days to six weeks before departure - Cancellation fee of 60% of total price
- 6 weeks to four weeks before departure - Cancellation fee of 80% of total price
- 4 weeks or less before departure - Cancellation fee equal to 100% of total price.

The above are maximum figures we may, in our sole discretion, elect to reduce the cancellation fee.

Please note that these fees reflect the cancellation fees we are charged by local African operators.

Group cancellations (over 10 passengers), are subject to different cancellation terms, which are available on application.

b. BY US

We may cancel your holiday at any time if we deem it necessary because of terrorism, natural disaster, political instability or other event which may render the holiday unsafe and we will offer you the choice of an alternative arrangement of at least comparable standard, if available, or of a prompt and full refund of all monies paid. Please note that we would expect to be able to make alternative arrangements instead of cancelling your holiday.

We are entitled to cancel your booking if you fail to pay the balance due 90 days prior to date of departure, in which event you will forfeit all monies paid.

We will give you as much notice as possible of any cancellation.

5. INSURANCE

You **MUST** obtain **FULL** travel insurance cover and provide us with proof of such insurance prior to final payment being made and confirmation or travel documents being despatched. The most important aspect of travel insurance for Africa is coverage of medical evacuation in the event of critical illness or injury. In addition, you need to make sure any adventurous activity such as mountain climbing, white water rafting, canoeing etc you are planning to engage in are not excluded. Effecting **FULL** travel insurance cover is a fundamental term of this contract. As we do not hold an Australian Financial Services Licence we **CANNOT** provide advice to you in relation to travel insurance. Thus the adequacy of such cover is purely a matter for you to determine.

It is the usual practice of African lodges and camps to require guests to sign a disclaimer of liability or indemnity form on arrival. We have arranged your holiday on the understanding that you are prepared to sign such forms and no refund will be available for any accommodation or services not supplied because of a refusal to sign such form.

6. THE RESPONSIBILITIES OF THE CLIENT - PASSPORT & VISAS

You must have a valid passport - please note it can take up to 12 weeks to obtain a new one. Your passport must be **VALID** for at least 6 months, and have six clear pages at least. In addition your passport should also not have less than 6 months before expiry. African immigration officials tend to be very particular about enforcing these regulations and are likely to prohibit guests from entering the country should their passports fail to comply with the requirements.

Visas are sometimes required for certain passport holders and, if they are, we will endeavour to advise you. It is, however, your responsibility to double check relevant requirements and recommendations before departure to ensure that you comply with them and take with you the correct documentation for the country/countries that you are visiting.

7. PERSONAL SAFETY

As with most parts of the world, some urban and central areas in Africa have higher crime rates than others. We suggest that you take reasonable care at all times and that you observe the reasonable directions of all travel and tourism personnel (including but not limited to our personnel). Certain medical requirements apply when travelling in Africa - please ask your doctor for advice as to the correct inoculations required for the country/ies being visited. Anti-malaria precautions are essential when travelling to Africa.

Please note that travellers to the following countries must produce a certificate confirming Yellow Fever Vaccination (at least 10 days prior to travel): Kenya, Tanzania, Zanzibar, Uganda and Rwanda, Zambia (even if you are just transiting through the country concerned).

8. CONDITIONS OF CARRIAGE

Air travel is normally provided by the International Air Transport Association (IATA) member airlines. The responsibility of IATA airlines in connection with travel organised by us is limited to the carriage of passengers and their baggage in accordance with the conditions of carriage of the participating airlines. Passengers are conveyed by other carriers under the terms and conditions set out in their passage tickets and we do not accept any liability for loss/damage or personal liability with regard to such tickets or travel.

9. COMPLAINTS PROCEDURE

We will make every effort to make your holiday enjoyable and as trouble free as possible. If you are in any way dissatisfied with any aspect of your holiday arrangements, you should immediately notify us.

We also make every effort to ensure that the descriptions and pictures of accommodation and places of interest included in our itineraries are current and accurate. While we accept no liability for discrepancies, we would appreciate your feedback so we may alter our records and direct any such discrepancy to our ground-handlers to be rectified.

10. YOUR SECURITY

Destinations Africa make bookings through Tourvest, Albatros Travel, Wilderness, Sense of Africa, Robin Pope Safaris and other African organisations who are all members of the appropriate travel associations and travel compensation funds and professional organisations such as ATTA. In addition, Welcome Tourism Services and Albatros Travel act as retail agents for various IATA members, which cover your rights for the ticketed portion of your holiday.

11. LIABILITY

(1) We accept responsibility for ensuring that your travel arrangements are supplied as described, and for the negligent acts and omissions of our employees, agents, sub-contractors and suppliers except when they lead to death or personal injury. Our liability in all cases is limited to the cost of the holiday booked through us.

(2) Where you suffer death or personal injury as a result of an activity forming part of your holiday arrangements with us, we accept no responsibility unless there has been fault on our part or those of our suppliers, agents, employees or sub-contractors nor if it is due to unusual or unforeseeable circumstances or events which neither we, nor our agents, employees, sub-contractors or suppliers could have anticipated or avoided. We will pay you such damages only as may be awarded in a court of law.

(3) We accept no liability for death or personal injury suffered during the course of your holiday unless we acted negligently. The amount of compensation (if any) which you may receive is limited in accordance with the provisions of any relevant International Conventions.

(4) You must follow the procedures for the notification of complaints set out in clause 9.

12. FLIGHT DELAYS OR CANCELLATIONS

Notwithstanding Clause 11 above, there is no guarantee that flights will depart at the time specified, and we do not have any liability to you for any delay which may arise. Where such a delay does arise, we will use our best endeavour to arrange for the air carrier to provide appropriate meals and accommodation, but will not make such arrangements at any cost to ourselves.

13. CHARTER FLIGHTS

Charter rates are based on a minimum of two passengers. Should clients be travelling alone, a single traveller surcharge will be levied against all charter costs. Some charter rates are based on a 'seat on charter' rate. This means that in order to maximise the use of their aircraft, the charter company may have other people on board the plane and may stop to collect or drop off other passengers en route to the client's destination. Should clients require a private charter, we can arrange this at an additional cost. All charter transfers are in light aircraft that carry between five and seven passengers. These planes are limited with regards to the weight that they can safely carry.

It is therefore vital that all passengers adhere to the luggage restriction of fifteen (15) kilogram's per person in a soft bag. This excludes a reasonable amount of camera equipment and carry on luggage (20 kilogram's in total). THIS RESTRICTION IS STRICTLY ADHERED TO. In addition we need to know if you are over 1.82 meters (6'2") tall or weigh over 100kg (220lbs) as it will have an impact on charter flights.

14. DRIVERS LICENCE

If you are planning on driving in South Africa it is a requirement that you hold a current International Drivers Licence.

15. DISCOUNTED LOCAL AIRFARES

When discounted local airfares are booked and paid for there are a number of strict conditions under which the tickets are issued. Most importantly they are **not refundable**. Thus passenger names, flight dates and time cannot be changed. A new ticket will have to be purchased if any change is required.

16. PROPER LAW & JURISDICTION

The contract between you and us shall be governed by and constructed in accordance with the law of the State of New South Wales, Australia and you must submit to the exclusive jurisdiction of the courts of the State of New South Wales, Australia.

17. GLOSSARY

"We" and "us" means Destinations Africa Pty Ltd ("our" also refers to Destinations Africa)

"You" means the client