





bookings@blacktrottersafrika.com www.blacktrottersafrika.com



Blacktrotters Afrika (Pty) Ltd Ground Floor, Longpoint Building 7 Bradfield Drive Fourways 2191

TERMS AND CONDITIONS:

Blacktrotters Afrika is a booking agent for products and services that are not supplied by us. Example:

- a. Transport/flights;
- b. b. Accommodation;
- c. Rental of cars, motor vehicles or motorcycles (in certain circumstances);
- d. Any other tourist service and excursions.

1.Definition

A booking tour exists if you book a combination of two of the following separate travel services in specific dates: transport;

accommodation;

rental of cars, motor vehicles or motorcycles (in certain circumstances); any other tourist service and excursions.

2. Authourity to sign

The person who completes the Booking Contract certifies that

(a) he or she is authorised to agree to these conditions on behalf of all persons named on the Booking Contract, including those submitted at a later date.

3. Pricing & Inclusions / Exclusions

- 3.1. Price on quotations are subject to change without notice, until a booking has been confirmed. We reserve the right to amend the price of unsold tours at any time and correct errors in the prices of confirmed tours.
- 3.2. Unless otherwise specified, prices are per person sharing, do not include any tips, local taxes or use-fees, including foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger-facility charges or international transportation.
- 3.3. Prices do not include tips/gratuities to tour directors, drivers or local guides, passport and visa fees, baggage and personal insurance, any items of a personal nature, taxes or duties, and any beverages or food not specifically listed under the "Inclusions" for the Day Tour or single service you have booked.

4. Change Policy

4.1.Any name changes to a confirmed Package Booking but not departure dates must be confirmed in writing and must be accompanied by an administration fee of R1500 per person, in addition to any further costs that we may incur and/or incurred or imposed by any of our suppliers. Whilst every reasonable effort will be made to accommodate changes and additional requests, we cannot guarantee that we will be able to meet your requested change. Where we are unable to assist you and you do not wish to proceed with the original booking, and we will









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treat this as a cancellation by you and the normal cancelation fee will apply in accordance with clause 8.

- 4.2. A change of departure date must be requested in writing and must be accompanied by an administration fee of R1500 per person subject to availability.
- 4.3. No changes will be accepted 60 days before travel dates.
- 4.4. Please Note: We do not provide the option to deviate from the arrangements noted as part of the itinerary such as booking your own hotels / accommodation / transportation / optional excursions (except where free time is noted) etc. If you opt to make independent travel arrangements whilst on a group tour, you will forfeit the alternative arrangements on the itinerary. Our liability to you and/or your party will cease for the alternative arrangement and any other services forming part of the alternative arrangements with us are forfeited, with no recourse for refund or compensation.
- 4.5. Important Note: (Flights) may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.
- 4.6.If you are forced or make the personal choice to return home early, we cannot refund the cost of any travel arrangements you have not used. We will not offer you any refund for that part of your tour not completed or be liable for any associated costs you may incur.

5. Delays, Missed Transport Arrangements

5.1. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. If you or any member of your party misses your flight or other transport arrangement, we cannot accept liability.5.2. The carrier(s), flight timings and types of aircraft shown in our documents are for guidance

only and are subject to alteration and confirmation.

5.3. Schedule Changes:

Customers should confirm scheduled travel times with the relevant airline twenty four hours prior to the relevant flight.

6. Booking and Paying for your Tour Arrangements.

- 6.1. A booking is secured with us when making full payment for your reservation, or when a non-refundable deposit of 15% is paid (or equivalent)
- 6.2. A binding contract will come into existence between you and Blacktrotters Afrika as soon as we have received payment and issued to you in writing a booking confirmation/invoice that will confirm the details of your booking and will be sent to you.
- 6.3. It is your responsibility to meet your monthly obligation, payments should be made monthly in accordance with the payment schedule in appendix 1.
- 6.4. Should we not receive payment over 2 consecutive months, we reserve the right to treat your booking as cancelled by you in which case the terms and conditions as set out in clause 8 will apply.

7.Late payments:

- 7.1. Payments must be made no later than the 3rd of every month.
- 7.2. Monthly late payments will attract R220 penalty fee, which will reflect on your future invoice.
- 7.3. The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 45 days prior to scheduled departure date. If we do not receive this balance in full









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and on time, we reserve the right to treat your booking as cancelled by you in which case the terms and conditions as set out in clause 8 will apply.

8. Cancellation Policy:

- 8.1.We have to be notified of all cancellations in writing prior to departure. The customer will be liable for cancellation penalties in the event that travel arrangements are cancelled by the customer.
- 8.2 A standard 15% of the total package is non-refundable, In addition the terms below will apply and may amount up to the full purchase of the booking
- a)120 days before travel date = 35%
- b) 90 days before travel date = 50%
- c) 60 days before travel date = 75%.
- d) 45 days before travel date = 100%

9.Refunds:

9.1. The turnaround time for refunds is often depended on the processing time of other third parties and can take up to twelve weeks.

10. Alterations to Bookings.

We aim to operate all tours as advertised but as we plan the tours many months in advance, we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

11.Travel Insurance:

Travel insurance is strongly recommended and it is included in all our international packages.

12.Acknowledgement of Risk

The tours operated or supplied by us have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of potential risk and exposure to potential hazards over and above those associated with normal 'package' holidays. All bookings are accepted on the understanding that you appreciate such risks and hazards and that you undertake all tours at your own volition. Under no circumstances will Blacktrotters Afrika be held responsible or liable in any way for any injuries, death, damages/losses to personal items, expenses, costs or liabilities whatsoever.

13. Passports and travel documents:

- 13.1. Passports are required for all passengers including infants for international travel. Passports and travel documents must comply with the following requirements:
- 13.1. Valid for at least six months after your date of return
- 13.2. Travel documents have to be in the name appearing on the traveller's passport or for domestic travel the name as per the traveller's identity document.
- 13.3. Temporary passports are not accepted in most countries.13.4. The customer and / or traveller indemnifies us against any errors which might occur and
- any cost related thereto in the event that any traveller's passport has not been issued by the Department of Home Affairs at the date of completing the booking form.
- 13.5. The onus is on South African permanent residents travelling on a foreign passport to









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ensure they have the required documentation to travel, including but not limited to visa's.

- 13.6. The onus is on the traveller, especially where the traveler has become a citizen correct travel documents
- 13.7. Documentary identification is required for infants who are travelling.
- 13.8. A South African drivers licence is required with the traveller / customer's international drivers licence when renting vehicles overseas. The driver of the vehicle must have a valid credit card when collecting a rented vehicle.

14. Visas:

- 14.1. Visas are required for South African passport holders to travel to or amongst most destinations including but not limited to the UK, USA, Europe, Canada and Australia. A Schengen visa is required when transiting in two European countries.
- 14.2. It is the customer's responsibility to check visa requirements with the consulate or embassy of each country being visited including stopovers or ports and transits. Check all border crossings, especially if the travellers are on a cruise, if the travellers cross any ocean border, a visa might be required according the maritime law of the country concerned. If visa suppliers do not supply the correct advice, any claims must be made directly to the visa company. If entry into any country is denied, this can be amongst other a customs, internal security or home affairs issue and outside of us and the visa suppliers control.
- 14.3. We cannot be held liable for any claims resulting from a country refusing any traveller entry and can also not be held liable for incorrect advice given by visa companies, embassies or consulates. We cannot be held liable for any claims related to working visas.
- 14.4. The customer should check with the relevant embassy whether it is allowed that travellers may leave the airport at stopovers in countries.

15. Special Requests

Any special requests must be advised to us at the time of booking e.g. health conditions, diet, room location, room type i.e. twin/double, a particular facility at a hotel etc. i.e. swimming pool, gym, etc. You also need to confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation itinerary or any other documentation or that it has been passed on to the supplier is not confirmation that therequest will be met. Failure to meet any special request will not be a breach of contract on our

part and we do not accept bookings that are conditional upon any special request being met.

16. Force Majeure

We are not obliged to provide a full refund (partial refunds maybe given after deducting unrecoverable costs such as deposits, flight tickets, train tickets, park fees, wildlife permits, visa letters and other) or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strike, significant risks to human health such as the outbreak of serious disease or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination,







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the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

17. Social media & photos/videos rights

- 17.1. By sending/tagging us your photo/videos, you declare that it is solely owned by you and not taken from other copyrighted sources. You also give us permission to retain the photo and use it on social media and our website at our own discretion.
- 17.2. During the tour we will take pictures/videos of the experience. These pictures and or videos may be used on our marketing platforms and our website at our own discretion.
- 17.3. Inform us in writing if you do not wish that your images/videos be used.

18.Local Laws and Regulations

All Participants in tours operated by us are expected to obey the laws and regulations of the countries visited and any failure to do so may relieve us of all obligations that we may otherwise have to you.

19. Travelling with Children

- 19.1. From 1 June 2015 all children under the age of eighteen require the following:
- 19.1. Unabridged birth certificates to travel internationally.
- 19.2. If travelling with one parent, consent in the form of an affidavit of the other parent is required as well as a unabridged birth certificate.
- 19.3. If travelling with no parents, consent in the form of an affidavit is required from both parents as well as an unabridged birth certificate.

20.Health:

- 20.1. The onus is on the customer and / or traveller to ensure compliance with any health requirements and recommended precautions relevant to travel, including but not limited to ensure that all necessary vaccination documentation is presented.
- 20.2. We recommends that travellers consult their local travel clinic or specialist vaccination clinic before commencing travel

21. Advance Passenger Information

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities. The data will be collected either

at the airport when you check in or in some circumstances when, or after you make your booking.

Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance

