



# BOOKING TERMS & CONDITIONS

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## CONDITIONS OF BUSINESS

### AGREEMENT

between

Explorer Safari

and

("the Customer")

WHEREAS the Customer wishes to use the services of Explorer Safari.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

### 1. SERVICES

Explorer Safari undertakes to arrange tours and provide services as per the "provisional confirmation" shared on email.

### 2. RATES

- 2.1. Customer undertakes to pay Explorer Safari the quoted rate referred to in the attached costing for services confirmed.
- 2.2. All prices and rates are quoted in South African Rand, unless specified otherwise. Quotes accepted in other currencies will be converted to South African Rand at the rate of exchange applied by the bankers of Explorer Safari at the time of invoicing. Any shortfall resulting from exchange rate fluctuations will be for the account of the customer.

### 3. TERMS OF PAYMENT

- 3.1. An initial deposit of 30% of total quoted tour price upon acceptance of the quote. The balance of the payment is due 60 days prior to departure of the trip.
- 3.2. If the required deposit or second payment is not received timeously, Explorer Safari reserves the right to withdraw all services.
- 3.3. Cash payments are subject to a 1% banking fee, due with the cash amount.



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3.4. Payments must be deposited directly into our bank account.

- i) Bookings made within 60 days of commencement of services must be accompanied by full payment of the tour services.
- ii) Quotes accepted in other currencies will be converted to South African Rand at the rate of exchange applied by the bankers of Explorer Safari at the time of invoicing. Any shortfall resulting from exchange rate fluctuations will be for the account of the customer.

## 4. CANCELLATIONS

- 4.1. Cancellations shall only be valid if received by Explorer Safari in writing and acknowledged by Explorer Safari in writing.
- 4.2. Cancellations received less than 120 days prior to arrival will result in cancellation fees being charged. Explorer Safari reserves the right to retain fees for any costs incurred or charges levied by suppliers up to the date of cancellation.
- 4.3. In the event of services being cancelled less than 120 days prior to arrival, the following Cancellation fees, calculated as from the date of receipt of notice, will apply:
  - 4.3.1. 120 days to 90 days before commencement of services: 30% of total quoted tour price due.
  - 4.3.2. 60 days before commencement of services: 100% of the total tour price due.

*We recommend that you take adequate cancellation insurance cover in respect of your booking.*

### Special Conditions

Should your booking include services with more stringent policies, different cancellation fees will be enforceable. This will be advised at time of booking and will take precedence to the cancellation policies referred to above. Please refer to your quotation and provisional confirmation documentation which will disclose such information.

## 5. AIRLINES

### 5.1 Unscheduled Extensions

In the unlikely event of there being an unscheduled extension caused by flight delays, bad weather, strikes, or any other cause which is beyond the control of Explorer Safari, it is understood that the expenses relating to these unscheduled extensions will be for the account of the passenger. Explorer Safari accepts no liability for changes, omissions or delays before or during the course of any travel occasioned by technical difficulties, weather conditions, strikes or communication breakdowns or the like.

### 5.2 Changes by You

If you wish to make a change to your booking we will endeavour to assist you to make the change wherever this is possible. You will have to pay all charges, whatever kind, imposed by the suppliers providing that component part of your travel arrangements when amending a booking any time prior to departure. Fares will be re-quoted at the time of amendment. An administration fee may be charged for each amendment and/or cancellation. After departure, it is understood that extra expenses incurred as a result of any change will be for the passenger's account, and any unused service will not be refunded. Amendments and cancellations en route must be made with our office directly.



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## 5.3 Cancellation by You

If you wish to cancel your booking you must advise Explorer Safari immediately. You will be liable to pay cancellation charges. This will be determined by specific supplier rules. Please ensure that you are aware of all cancellation conditions that you would incur should you cancel your trip once it has been booked and confirmed. Generally, no refunds are entertained by Explorer Safari/ the supplier/s of travel services for no-shows or unused services.

## 5.4 Airline Refund Procedures

Refund policies of the various airlines vary greatly. Should a refund be authorised, it will be processed less any cancellation or administration charges. The processing time varies between airlines.

## 5.5 Responsibilities and booking conditions

All airfare reservations shall be subject to the conditions imposed by the respective airline. All bookings require full names as per your passport which are to be provided for the reservation of flights. Airlines follow strict rules regarding these procedures. You will not be permitted to board your flight if there's any discrepancy, we will not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel bookings.

## 6. RESPONSIBILITY

Explorer Safari is not responsible for any damages sustained by any traveller as a result of any act or omission whatsoever of any hotel, airline or other supplier or person.

## 7. VALIDITY OF QUOTATIONS

Quotations are always in South African Rand unless otherwise specified, and are valid up to the expiry date stated on the quotation. Prices based on the services of outside contractors are subject to variation, in the event of a change in direct charges to Explorer Safari and shall be passed on to you in such event.

We reserve the right to alter our quotes in the event of an increase in the cost of fuel or air and rail fares or accommodation rates and other surcharges. Quotations are furthermore subject to adjustment in the event of specific services not being available, in which case the best alternative services shall be offered.

## 8. BOOKING AMENDMENTS

Should the fulfilment of any booking be rendered impossible, unlawful or in our opinion inadvisable for any reasonable cause, Explorer Safari may at any time cancel such booking or the remainder thereof or make any alteration to the route, accommodation price, change drivers and /or vehicles en route or use suitable transportation to convey travellers.

## 9. LUGGAGE AT OWNER'S RISK

Baggage and personal belongings are carried entirely at the traveller's risk. Travellers are not permitted to carry or have in their possession firearms or inflammable liquids whilst they are in our vehicles. We strongly recommend adequate travel insurance to cover unforeseen circumstances.



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## 10. PASSPORTS, VISAS, HEALTH

The responsibility to obtain and maintain proper, current and valid passports, visas, vaccinations, inoculations and the like, where required, is that of the customer alone. When travelling with minors, travellers should be aware that it is mandatory to carry the minor's unabridged birth certificate as well as their passport and, if applicable, affidavits from the parents giving the minors permission to travel. Thompsons Travel shall not be responsible or liable for any consequence of any nature arising from the customer failing to ensure that he/she complied with all such requirements. We shall endeavour to assist with all necessary information; however this should not replace the client's responsibility in the matter.

## 11. COVID-19 & BEYOND DISCLAIMER OF LIABILITY

When travelling with Explorer Safari your safety is of paramount importance to us. We have implemented various COVID-19 related safety measures, processes and procedures ("Infectious Diseases: Health and Safety Protocol") to ensure we create an environment that is both safe and hygienic when you travel with us.

Our protocols were developed by taking guidance from guidelines and hygiene policies prescribed and published by the World Health Organisation, the South African National Department of Health, the National Institute for Communicable Diseases of South Africa and all the relevant health authorities of the destinations we operate in.

Your itinerary may include third party suppliers (accommodation services at properties and/or ancillary services such as transfers, tours, and activities). Whilst all Third Party Service Providers of Explorer Safari have committed to implement similar processes and procedures as to our Infectious Diseases: Health and Safety Protocol to try and protect guests making use of their services, Explorer Safari is not in a position to validate or dictate their health and safety protocols which will vary between Third Party Service Providers.

As a result, we cannot confirm the standard to which Third Party Service Providers protocols adhere to and as such we cannot accept any form of liability (in the broadest terms) should you (or any member of your party) contract an infectious disease (including COVID-19) when using the services of a Third Party Service Provider. The same will apply in respect of public areas (i.e. landmarks, public venues, sightseeing venues, etc.) which you may wish to visit whilst staying at either our lodges / camps or properties owned by Third Party Service Provider as neither Explorer Safari nor Third Party Service Providers have any control over health and safety protocols followed at public areas or any action(s) of a member of the public which may cause an infection of an infectious disease.

As with any protocol the measure of success in implementing a process or procedure under a protocol will be determined by the level of compliance and adherence to the relevant processes and procedures prescribed by the relevant protocol. Whilst Explorer Safari will ensure full compliance by its management, employees and contractors with the Infectious Disease: Health and Safety Protocol, Explorer Safari cannot accept any liability in the event of a guest(s) contracting an infectious disease (including COVID-19) as a direct or indirect result of complying or adhering to Explorer Safari Infectious Diseases: Health and Safety Protocol.

For any enquiries, please contact the Travel Specialist who made your booking or mail Explorer Safari at [info@explorersafari.com](mailto:info@explorersafari.com)



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## 12. TRAVEL RESTRICTIONS & REQUIREMENTS

It is essential that you check current visa and medical requirements at your local embassy or consulate of the country you intend to visit, prior to travelling. For the most up to date travel restrictions and requirements, feel free to use our [online tool](#) as a guideline.

## 13. PROTECTION OF PERSONAL INFORMATION ACT ("POPI")

- a) "Operator" means an operator as defined in the Protection of Personal Information Act, 4 of 2013;
- b) "Personal Information" means personal information as defined in the Protection of Personal Information Act, 4 of 2013;
- c) Protection of Personal Information
  - i) You hereby authorise Explorer Safari to collect your Personal Information as it is relevant to this Agreement and/or service which we are providing for you or is deemed to be relevant for the provision of such service.
  - ii) Explorer Safari is committed to the adherence of national legislation and regulations pertaining to the safeguarding of data privacy.
  - iii) Explorer Safari shall use information previously provided by you to perform our services and to amongst other things, process invoices, credit notes, statements and any other document related to the services.
  - iv) You confirm that we may share your personal information with the following persons, who have an obligation to keep the personal information secure and confidential:
    - 1) Employees of Explorer Safari who are required to be informed of the personal information in order to attend to the services supplied and;
    - 2) All third parties who may assist us in supplying the services.
  - v) We undertake not to disclose your personal information unless it is legally or contractually required to do so.
  - vi) We agree to use all reasonable efforts to ensure your personal information in our possession is kept confidential, stored in a secure manner and processed in terms of POPI.
  - vii) You hereby acknowledge and warrant that:
    - 1) Explorer Safari is entitled to process and store any such Personal Information in the manner set out in Explorer Safari' Privacy Policy, available on the website [www.grosvenortours.com](http://www.grosvenortours.com)
    - 2) Explorer Safari is entitled and authorised by you to transfer any Personal Information to any of its Operators; and
    - 3) Explorer Safari is entitled to store and back-up your Personal Information on its servers.
    - 4) You confirm that you have read and agree to Explorer Safari Privacy Policy and hereby provide your consent to Explorer Safari to process your personal information and acknowledge that you understand the purpose for which it is required and for which it will be used.



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## 14. LEGAL JURISDICTION

Any agreements of which these Conditions form part of shall be governed by the laws of the Republic of South Africa.

## 15. INSURANCE

Adequate travel insurance is essential. Travel insurance is widely available to purchase. It is the personal responsibility of each traveller to ensure that they have adequate travel insurance cover. Please read the policy details carefully. It is each traveller's personal responsibility to ensure that the insurance cover purchased is suitable and adequate for their particular needs. Explorer Safari will not be responsible or liable for any consequence of any nature arising from the failure to comply with the responsibility of obtaining adequate travel insurance cover.

I, \_\_\_\_\_, agree to the terms and conditions of Explorer Safari and its Travel Partners.  
I confirm that I understand my bookings will be confirmed once this agreement has been signed and the required payment is received by the stipulated deadline.