

PRIMA LUCE TOURS & SAFARIS

2000/076229/23

P.O. BOX 2518 CRAMERVIEW 2060

Tel:+27(0)11 704 2199

Fax:+27(0)86 606 6940

Email: info@primalucetours.com

Website: www.primalucetours.com

TERMS AND CONDITIONS

APPLICATION - All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of **Prima Luce Tours & Safaris** ('the Operator') are subject to these terms and conditions ('the Conditions').

THE CLIENT AND AUTHORITY-The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have **read and accepted** the Conditions and to have the **authority** to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

THIRD PARTY SERVICE PROVIDERS - The Operator provides Clients with travel and/or other services either itself or acting as agents for **principals** engaged in or associated with the travel industry, such as airlines. The Operator represents such principals as agents only and accordingly accepts **no liability** for any loss, damage, injury or death which any Client may suffer as a result of any alteration, act or omission on the part of or the failure of such principals to fulfill their obligations, whether in relation to travel arrangements, accommodation or otherwise. The **contract in use by such principals** (which is often constituted by the ticket issued by the principal), shall constitute the sole contract between the principal and the Client and any right of recourse the Client may have, will be solely against such principal.

DESTINATION SELECTION – The Client acknowledges that it has selected the Itinerary and destination(s) based on information gleaned from brochures and/or the Internet. It also acknowledges that such brochures and/or the Internet have been compiled and are managed and up-dated by principals over which the Operator has no control. Accordingly the Operator cannot and does not guarantee that any destination will comply in whole or in part with such brochure and/or Internet.

BOOKING, DEPOSIT & RESERVATION - A **non-refundable deposit of 25%** ('the Deposit') of the total tour price ('the Tour Price') as specified in the Reservation Form ('the Reservation Form') is required in order to secure the reservation, subject to payment of the balance of the Tour Price as specified herein. The Operator reserves the right to cancel any reservation if the deposit is not received. Upon receipt of **The Reservation Form** duly completed and signed and accompanied by the Deposit, you will be deemed to have confirmed all the information pertaining to your Itinerary ('The Itinerary') as correct and the Operator will, subject to availability, make the reservations necessary to secure the Itinerary.

PAYMENT AND PAYMENT TERMS - The **balance of the Tour Price** is due not later than six weeks prior to departure. If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a **courier service**, which will be for the Client's account or the Operator may cancel the Itinerary. The Client undertakes to pay the Operator interest at a rate of 5% above the prime rate charged by the Operator's bank on any payment made after the due date.

PRICES -Prices are quoted at the ruling daily **exchange rate**. Until the Operator has received payment of the Tour Price in full, it reserves the right to charge any **fluctuations** to the Client account and the Client undertakes to pay for any such fluctuation on demand. However, once payment of the Tour Price in full is received, the price of the arrangements is **guaranteed**. However, should the **group** number deviate from the the number required for the booking as specified in the Reservation Form or should unforeseen events lead to rescheduling by any principal, the Operator reserves the right to re-cost the Tour Price and raise a surcharge. Should any Client refuse to accept and pay such **surcharge**, the Operator reserves the right to cancel the tour and retain any payment made.

PRIMA LUCE TOURS & SAFARIS

2000/076229/23

P.O. BOX 2518 CRAMERVIEW 2060

Tel:+27(0)11 704 2199

Fax:+27(0)86 606 6940

Email: info@primalucetours.com

Website: www.primalucetours.com

TRAVEL DOCUMENTS -Documents (vouchers, itineraries etc.) are only prepared and released on receipt of payment of the Tour Price in full.

RESPONSIBILITY -All tours are booked and arrangements are made, on the express condition that the Operator, its employees and agents, shall not be responsible for, and shall be **exempt from, all liability** in respect of loss, damage, accident, injury, death, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client), their luggage, or other property, wherever, whenever and however the same may occur. The Client **indemnifies and holds harmless** the Operator, its employees and agents accordingly. The Operator, its employees and agents shall further more not be liable for any consequential loss or damages whatsoever.

INSURANCE -It is strongly advised that all Clients take out **adequate insurance** cover such as cancellation due to illness, accident or injury. Personal accident and personal liability are also recommended. The Operator will not be responsible or liable if the Client fails to take adequate insurance cover or at all. It shall not be obligatory upon the Operator to effect insurance for the Client except upon **detailed instructions given in writing** and all insurance effected by the Operator pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance Operator or underwriters accepting the risk, and the Operator shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Please note that various **credit card companies** offer limited levels of travel insurance, which the Operator does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

PASSPORTS & VISAS -It is the entirely the **Client duty** to ensure that all **passports and visas** are current, valid and obtained on time, are valid, and will be valid for six months after return to home country and that any **vaccinations, inoculations** and the like, where required, have been obtained. Please check the requirements with your travel agent or the Operator before traveling. The Operator will endeavor to assist the Client but such assistance will be at the Operator's discretion and the Client acknowledges that in doing so, the **Operator is not assuming any obligation or liability** and the Client indemnifies the Operator against any consequences of non-compliance.

LATE BOOKING & AMENDMENT FEES - A late booking fee of R 300.00 per booking will be charged in respect of bookings received within 4 working days prior to the travel date & for 2 working days or less R400 per booking. This charge is levied to cover communication expenses involved. An amendment fee of R 200.00 per booking will be levied for any changes to the confirmed itinerary.

CANCELLATION - In the event of **Client canceling** their reservations, the Operator shall have the right to either claim the deposit paid by such a passenger or to retain the Deposit and claim damages suffered by the Operator. The **Operator reserves the right to cancel** any tour before departure, in which event the entire payment will be refunded without any further obligation on the part of the Operator. The maximum **cancellation fee**, which may be imposed in the event of a Client canceling, is as follows:

Deposit of 25% non-refundable 6 weeks prior to departure 35% 4 weeks prior to departure 50% of the tour price 3 weeks or less 100%, of the tour price

NB -100% for any Madagascar booking once accommodation has been reserved

UNSCHEDULED EXTENSIONS - In the unlikely event of there being unscheduled alterations to the itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the Operator, its agents or principals, it is understood that expenses relating to these

PRIMA LUCE TOURS & SAFARIS

2000/076229/23

P.O. BOX 2518 CRAMERVIEW 2060

Tel:+27(0)11 704 2199

Fax:+27(0)86 606 6940

Email: info@primalucetours.com

Website: www.primalucetours.com

unscheduled extensions (hotel accommodation etc.) will be **for the Client's account**.

ITINERARY VARIATIONS & TRANSFERS -While every effort is made to keep to all published itineraries, the Operator reserves the right to make **changes** for the Client's convenience, eg. in some cases, weather conditions can necessitate an alteration in the tour itinerary and this does not constitute any reason for refund.

COACH & AIR CHARTER - Please note that the flying services and coach transfers are sub-contracted to **independent companies**. They are responsible for this portion of the itinerary. The Operator will not be liable for any additional flying/transfers outside of the quoted itinerary. This will be for the Clients' account.

BREAKAWAYS -While it is possible to break away from planned holiday itineraries, it is understood that such breakaways will be for the Client's account.

LEGAL JURISDICTION -South African **law and the jurisdiction** of South African courts will govern the relationship between the Client and the Operator. The Operator shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any **Magistrates Court** having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

CONDUCT -The Client agrees that he/she will at all times comply with the Operator's or others' requirements in regard to his/her **conduct** and he/she will not in any way constitute a **nuisance** to any other passenger on The Itinerary.

SPECIAL REQUESTS - Client, who have **special requests**, must specify such requests to the Operator in the Reservation Form. Whilst the Operator will use its best endeavours to accommodate such requests, it does not guarantee that it will.

AMENDMENTS - No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the Operator.

REFUNDS - **No refunds** will be considered in any circumstances whatsoever.

CURRENCY DECLARATIONS -The Client must lodge a **currency declaration** (in the event of trans-border travel) with the Operator before the travel documents will be released.

LIMITATION OF LIABILITY - The Operator will under no circumstances be liable for **any claim** whatsoever, unless such claim is due to the gross negligence of the Operator and such claim is lodged in writing with the Operator within 30 (thirty) days after the end of The Itinerary. Such liability will be subject to a limitation of R10 000,00 per Client and under no circumstances will the Operator be liable for any indirect or consequential loss or damage.

LEGAL FEES -The Client will be liable for all **legal fees** on an attorney and own client scale in the event that the Operator has to engage a lawyer to enforce any of its rights or otherwise.

CONFIDENTIALITY – The Operator undertakes to deal with all Client information on a strictly confidential basis.

ENTIRE CONTRACT -The Conditions constitute the entire terms of the relationship between the

PRIMA LUCE TOURS & SAFARIS

2000/076229/23

P.O. BOX 2518 CRAMERVIEW 2060

Tel:+27(0)11 704 2199

Fax:+27(0)86 606 6940

Email: info@primalucetours.com

Website: www.primalucetours.com

parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Operator or otherwise that is not included herein.