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# <u>STANDARD TERMS AND CONDITIONS – AFRICAPE TRAVEL</u>

#### 1. Price Changes

All prices displayed on any Africape Travel quotation and the Africape Travel website (<a href="www.africapetravel.com">www.africapetravel.com</a>) is subject to change until full payment is received. Africape Travel reserves the right, without prior notification, to adjust prices in accordance with airfare increases, air fuel taxes, government and/or airport taxes and in the event of any currency and/or price adjustments, which may become effective up to the date full payment is received by Africape Travel.

Africape Travel reserves the right to charge service / administrative fees for services rendered.

### 2. Responsibility

Africape Travel and their Suppliers, act as an intermediary only in producing and booking various travel arrangements, and on condition that they will not be liable for any injury, damage, loss, accident, delay or any other irregularity that may be occasioned by any defect in any vehicle, or other form of conveyance, or by error or default of any company or person engaged in conveying the passenger, carrying out the arrangement of the tour / travel arrangements or otherwise in connection therewith.

Africape Travel makes every effort to ensure that all arrangements and services connected with client's travel arrangements will be carried out as specified in the most efficient and effective way possible. However, being intermediaries, Africape Travel does not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, do not accept liability for error and omissions of such suppliers. It is the clients' responsibility to satisfy themselves with any local laws and applicable insurance options, if any, for any facilities used or hired.

### 3. Substitution

Africape Travel and their suppliers reserve the right to substitute hotels booked with a similar category or upgrade to a higher category at no extra cost to the passenger. Hotels reserve the right to close facilities due to operational requirements without prior notice. Services and facilities at hotels may change without notice.

## 4. Travel Delays

Africape Travel does not hold itself responsible for any delays prior to departure, or during the course of its any travel arrangements, brought about by technical difficulties, strikes, weather conditions or any other unforeseen circumstances which are beyond its control. It is understood that any expenses relating to these unscheduled extensions (e.g. hotels, meals, airfares, telephone calls, etc.) will be for the passengers' account.

#### 5. Force Majeure (superior force)

Africape Travel does not accept liability or pay client's compensation where the performance of contractual obligations is affected by "force majeure" (included but not limited to war, threat of war, riot, civil or political unrest, industrial dispute, terrorist activity, natural or nuclear disasters, fire, adverse weather conditions, closure of ports / airports, air traffic control delays, technical problems, circumstances amounting to "force majeure". Africape Travel will always use its best endeavours to assist passengers where necessary and or possible.

## 6. Unused Services

No refunds will be considered for any unused services irrespective of whether they form part of the basic package holiday, or whether they are in respect of pre-booked optional arrangements. No refunds can be considered on partially unused hotel accommodation, flights or car rentals.

## 7. Special Requests

Special requests should be conveyed to a consultant at the time of booking. Africape Travel will endeavour to comply with special requests; however cannot guarantee that these special requests will be met. Specific seating on aircraft is never guaranteed due to aircraft changes or any other circumstance beyond the control of Africape Travel.

### **8. Travel Documents**

It is the responsibility of each passenger to ensure that they are in possession of the correct documentation prior to departure. Africape Travel shall not accept responsibility for any consequences of any nature whatsoever, arising from the passenger failing to ensure that he/she has complied with the necessary health / passport / visa / re-entry permit requirements.

Passports must be valid for a minimum of six months after the intended return date and must have two blank, adjacent pages available for visas / entry / exit stamps.

Passengers travelling on foreign passports must contact the applicable consulate office for entry requirements and the SA authorities for re-entry requirements.

Flight tickets and all other travel arrangements should be booked as per passport names.

#### 9. Travel Insurance

Africape Travel strongly advises passengers to purchase travel insurance against cancellation, curtailment, illness, loss of baggage, personal accident, personal liability and default at the time of booking.

Should Travel Insurance be rejected by the client, an Africape Travel Insurance Indemnity Form must be signed.

#### 10. Cancellation and amendments to Airline Tickets / Travel Bookings

Once airline tickets / travel bookings have been issued, amendment fees levied by the airline / supplier and Africape Travel are applicable.

Such changes specifically include, but are not necessarily limited to, any changes which are required to be effected due to the incorrect spelling of a passenger's name, change to travel dates / routing.

Each ticket is governed by its own set of rules pertaining to amendment / cancellation penalties.

It is the client's responsibility to check the cancellation / amendment penalties.

Refund applications may take up to eight weeks to process.

## 11. Package Holidays - Suppliers' Terms and Conditions

When Africape Travel books a package holiday via a 3<sup>rd</sup> party supplier / Tour Operator, the passenger will be bound to the Africape Travel as well as the suppliers' Terms and Conditions.

#### 12. Legal

This document, together with Africape Travel and Suppliers' Booking Form and Africape Travel invoice / itinerary constitutes the sole record of the agreement between the parties. No party shall be bound by any representation, warranty, and promise of the like not recorded herein.

## 13. The Client and Authority

The person requesting such quotations / estimates or making such bookings or to whom any service is rendered, is deemed to have read and accepted these Terms and Conditions and to have the authority to do so on behalf of the person in who's name the estimation 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").