

P O Box 892
Montana Park
PRETORIA 0159
South Africa

www.kwasol.co.za



Tel: +27 12 548 7090
Fax: +27 865 000 907
Spain Mobile: +34 629 657859
Emergency Mobile: +27 71 603 8199
Email: info@kwasol.co.za

CC N° 2002/019057/12
E. Kruger, N. Dietrichsen

TERMS AND CONDITIONS 2012-2013 FOR INDIVIDUAL PASSENGERS

Contracting parties:

- These terms and conditions are legally binding between individual passengers and Kwasol Tours cc.

Agency:

- We, Kwasol Tours cc, act as a tour operator only. We sell various travel related products on behalf of numerous transport companies, accommodation and other travel services providers, such as local airlines, coach, and rail operators or safari providers.
- Our obligation is to make travel bookings on behalf of you and to arrange relevant contracts between you and travel service providers. International flights and any changes will be the clients' responsibility.
- We have no responsibility for these services nor do we make or give any warranty or representation regarding their standard. If for any reason, any travel service provider is unable to provide the services for which you have contracted your remedy lies against the provider and not with us.
- Extra activities are not included, for example; hot air ballooning, special meals, drinks/beverages, cigarettes, laundry, telephone, fax & internet services, room service, special events or evening outings, spa treatments or golf, any excursions or sightseeing which are not stated in the program, babysitting, curios or gifts, any activities which were not pre-arranged by you and were not pre paid for or mentioned on the detailed invoice provided to you by Kwasol Tours cc that is not named here or stated in the itinerary.
- All monies paid by your company to us will be the property of Kwasol Tours cc and will be a debt due and payable to the travel service provider once the services to which the money relates have been provided.

Prices:

- All prices quoted are subject to availability.
- Final prices for travel related products are quoted and invoiced in South African Rand (ZAR) – unless specified otherwise.
- English Courses and Volunteer Projects are quoted in Euro (€), however are subject to change without any prior notice due to the exchange rate fluctuation.
- Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors could include adverse currency fluctuations, fuel surcharges, taxes and airfare increases.

Accommodation and Meals

All accommodation, room types and meals are specified as in the itinerary and invoice provided by Kwasol Tours cc.

Transfers and Air Transportation

Transfers are provided on days of arrival and departure from airports to hotel and visaversa. Other land transfers or local flights as specified in itinerary for the duration of client's stay in South Africa or other South African countries.

International flights from country of origin are not provided.

Baggage

Baggage and personal effects are the traveller's responsibility for the duration of the tour, Kwasol Tours cc assume no liability for lost or damaged baggage.

Final Payment:

- You will be required to pay a deposit of 50% at the time of confirmation of the quotation, and make full payment with a minimum of three weeks prior to the travel date. Please note; that in some cases operators will require the full payment (100%) on confirmation of quotation.
- Payment can only be made by exclusively means of bank transfer.
- Please note: Certain taxes are mandatory in various countries and are subject to change without notice. There may also be an additional local tax charged at some airports or countries.

Refunds, Changes and Cancellation Fees:

- Where we, Kwasol Tours cc, incur any liability for a cancellation fee or charge for any booking, which can be up to 100%, which the travel agency cancels, your company agrees to indemnify us for the amount of that fee or charge. We are unable to provide a refund to you until we receive the funds from the relevant supplier.
- Accommodation proposed is subject to availability depending on dates travelling, however if it were necessary to make adjustments to accommodate it would be done keeping similar characteristics and categories as per previous booking.
- A 90% refund will be provided if the cancellation is made more than 30 days prior to date of travel. Cancellations made within 30 days prior to arrival date will result in no refund. Please note that during holidays such as Christmas and Easter, the cancellation policy is subject to change.

Passports & Visas:

- It is the client's responsibility to ensure that you have valid passports, visas and re-entry permits to South Africa which meets the requirements of immigration and other government authorities. To entre South Africa and Namibia each passport must have 2 blank pages.
- All travellers must have a valid passport for international travel and many countries require that the passport have no less than 6 months validity from the date of entry and some countries require a machine-readable passport.
- Visa and passport costs are not included in our prices and Kwasol Tours cc will not be held responsible for any such costs.

Travel Insurance:

- We are an authorised representative of SATIB (Safari & Tourism Insurance Brokers) Pty Ltd and also have a General Public Liability.
- Kwasol Tours cc strongly recommends through the Department of Foreign Affairs and Trade for all overseas travellers to South Africa and other Southern African countries to have Travel Insurance, bearing in mind that this is not included in Kwasol Tours cc costing.

Child Policies:

- Every lodge, game reserves and hotels of South Africa, each one of these, have their own Child Policies and clients should please comply by these regulations.
- Children under the age of 12 should be accompanied by a parent or guardian at all times, whether staying in a hotel, guest house, game reserve or private reserve. It should be noted that some hotel establishments, game reserves and private reserves in South Africa do not allow children under the age of 12.
- Children over the age of 12 are considered adults, and pay the full price as an adult.
- Game reserves and private game lodges reserve the right of allowing children under the age of 12 on a safari vehicle for any possible reason and this is at the discretion of the General Manager or Ranger. The usage of an exclusive vehicle is subject to availability, a surcharge and restrictions at sightings due to possible disturbance to animals and/or guests on other vehicles may apply.
- Babysitters can be booked at most hotels and private game lodges at an extra cost, however this is entirely at your own risk and Kwasol Tours cc takes no responsibility.

Liability:

- Kwasol Tours cc will take all the reasonable precautions and due care in arranging tours and activities but cannot be held responsible for failure of a third party service provides and / or force majeure or any other event which is beyond our control.
- We do not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control. We do not accept any liability for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by force majeure or any other event which is beyond our control and which is not preventable by reasonable diligence on our part.
- Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements.

Health:

- You the traveller must ensure that you are aware of any health requirements for your travel and ensure that you carry all necessary vaccination documentation. For some areas in South Africa or Southern Africa it is advisable to take the necessary Malaria precautions. Please consult your Travel Doctor.
- Some Southern African countries require Yellow Fever vaccinations.

Governing Law:

If any dispute arises in relation to the agreement between your company and Kwasol Tours cc, the laws of South Africa will apply. The booking and all services carried out in terms of the Reservation will be subject to South African law and the jurisdiction of South African courts. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts South Africa, and waive any right that you may have to object to an action being brought in those courts.

By proceeding with your booking, you acknowledge you are 18 years of age or older and that you understand and agree with the above terms and conditions.