



TOUR D'AFRIQUE TERMS & CONDITIONS

The below is based on the premise that these terms are in place to avoid any misunderstandings or disputes between Tour d'Afrique and our Travel Partners.

A Travel Partner refers to any person engaging with Tour d'Afrique (Tour operator, booking agent, travel agent, originating agent etc.) to make bookings/reservations.

The onus is on the Travel Partner to familiarize themselves with these TERMS AND CONDITIONS, as acceptance of these conditions is implied when you book with Tour d'Afrique. Due to the logistics of travelling on a safari to remote areas, Tour d'Afrique strongly recommend that all Travel Partners read the literature provided. Tour d'Afrique do not take responsibility for any edits the Travel Partner might make to our original documentation. Should there be any further queries, please feel free to contact your Travel Specialist.

QUOTE VALIDITY

- All quotations are valid for 10 days from the date of issue. Quoted amounts and prices are subject to change and availability.
- Reservations have not been made unless indicated otherwise.
- Unless specifically stated as a CONFIRMATION of reservation, no bookings have yet been made.
- Quotations are subject to availability at the time of reservation. Reservations are confirmed upon receiving a written request.
- Cancellation policies apply once a reservation is confirmed. Prices may vary if alternative services are used.
- Rates/quotes cannot be guaranteed until Tour d'Afrique receives full payment.
- In some instances, such as car hire, one-way drop-off, or other charges, the guest/client is responsible for paying directly.
- The quoted price may change due to unforeseen increases in fuel costs, government taxes/levies, or currency fluctuations relevant to transport services, including land, air, or maritime travel. Any new taxes or increases issued by any government, including entrance fees to National Parks, after payment of the reservation will be the guest's/client's responsibility.

CHILDREN

- Tour d'Afrique will always accept the ages of guests/clients as per the information provided by the Travel Partner. The age must be based on the time of travel. If the guest's/client's age at check-in is different from the information provided, the Travel Partner will be invoiced for any difference in rates or charges. Tour d'Afrique strongly recommends checking this information against passport documentation. Tour d'Afrique will not be responsible for any inconvenience caused by incorrect age information.
- Guests/Clients are responsible for obtaining any necessary child entry documentation for the relevant country. Tour d'Afrique and its staff cannot be held liable if entry is denied.

ROAD TRANSFERS

- Guests/Clients must inform Tour d'Afrique of any changes to their flight schedule or arrival time.
- Tour d'Afrique will wait for approximately 20 minutes from the flight landing time for passengers at the arrivals area.
- If passengers do not arrive within this time, vehicles and chauffeurs/guides may not wait any longer, and the service will incur a 100% cancellation fee plus an additional transfer fee. If passengers arrive on another flight, Tour d'Afrique will bill for an additional service.
- If the original service is missed and it includes a foreign language guide/driver, we cannot guarantee that the new service will be conducted in the originally contracted language.

DAY TOURS

- Any additional entrance fees, meal expenses, or activity costs incurred during the utilization of the guide and vehicle will be for the guest's/client's own account.

WEATHER-DEPENDENT SERVICES

- Weather-dependent services may be cancelled, and refunds are subject to the terms and conditions of the activity supplier.
- Cancellation of transport and guides will incur a 100% fee.

SCHEDULED FLIGHT TICKETS

- Flight reservations require full names as per the passport and will only be booked once passport copies are received.
- Name changes may not be permitted by certain airlines after tickets are issued.
- Fares and taxes are subject to change due to airline increases or exchange rate fluctuations until tickets are issued.
- Airfares are subject to seat availability and rules, including cancellation and amendment penalties.
- Cancellation fees plus airline penalties applied for refunds on issued tickets, will be paid for by the guest/client.
- Tour d'Afrique are not responsible for any rerouting, delay, or cancellation done by airlines. Guests/Clients should carry adequate travel insurance to cover such eventualities. If this affects the journey, cancellation policies may apply for transfers, tours, and affected accommodations.
- Amendment fees apply to all ticketed bookings that are NOT flight cancellations.
- **Rerouted, Cancelled or Delayed Flights**
 - Tour d'Afrique is not responsible for any loss of connecting services or the need for new services resulting from the cancellation, delay, or rerouting of commercial or regional flights, private charters, or air shuttles.

- This applies to all services booked and confirmed by Tour d'Afrique.
- Connecting Time Suggestions
 - Domestic: 2.0 hours prior to scheduled/charter flight departure time International: 3.0 hours prior to scheduled/charter flight departure time

GENERAL WEIGHT & LUGGAGE RESTRICTIONS ON LIGHT AIRCRAFT

- Baggage and weight allowances may vary between countries and airline providers.
- Aircraft have maximum bodyweight and luggage weight allowances and may be restricted from landing at certain airstrips due to specific regulations.
- Luggage, including camera equipment and hand luggage, is limited to soft bags only. Upon confirmation of the booking, the full luggage weight requirements will be provided.
- Rigid structures, wheels, and frames cannot be transported as they restrict flexibility and loading onto the aircraft.
- Excess Luggage - If guests/clients exceed the luggage allowance, they can purchase additional weight allowance. Please note that not all charter companies offer this option, so please contact us to confirm. For storage and luggage transport facilities, contact bookings@tourdafrique.co.za

PASSPORT & VISA REQUIREMENTS

- Guests/Clients are responsible for obtaining any necessary visas, documentation, and covering associated costs. It is important to check visa entry requirements with the relevant consulate, including those for any additional countries being visited. Guests/Clients should ensure they have all necessary visas before departing from their home country unless they can be obtained upon arrival. Tour d'Afrique and its staff cannot be held liable if entry is denied.
- Visa requirements and costs thereof have not been considered in the quotation/booking. These need to be clarified and obtained, where applicable, directly with the consulates of the countries visited. These requirements vary according to the nationality of the passport held.
- Visitors to Africa need a valid passport for at least 6 months beyond the intended departure date, along with onward travel documents, proof of accommodation, and sufficient funds. Each country typically requires 2 consecutive blank pages in the passport for visas and stamps. If the itinerary includes multiple countries, ensure that there are enough blank visa pages available. Insufficient pages may result in denied entry.
- If a rental car is part of the services booked, the Travel Partner must ensure that the guest/client obtains an international driving permit from their local transport authority. The Travel Partner should also ensure that the guest/client has their local driving license and presents it at the car rental check-in counter.

AMENDMENTS TO ITINERARY

- Tour d'Afrique reserves the right to levy additional charges in the case of amendments or alterations to confirmed bookings.
- The itinerary provided is subject to change without prior notice due to unforeseeable circumstances such as weather conditions, force majeure, and other safety concerns.
- If changes to the itinerary are made due to reasons beyond the control of Tour d'Afrique, Tour d'Afrique shall not be held responsible for any losses or additional expenses incurred by the guest/client.
- In the event that Tour d'Afrique needs to change or cancel a tour, they will inform the Travel Partner as soon as possible and offer an alternative.
- The Travel Partner acknowledges that some activities or destinations may be subject to closure or restricted access due to maintenance, weather conditions, or other unforeseen circumstances. Tour d'Afrique shall not be held responsible for any disappointment or loss resulting from such closures unless Tour d'Afrique was notified by the suppliers. The Travel Partner understands that the itinerary may be affected by unforeseen events and accepts that Tour d'Afrique may need to alter the itinerary at any time to ensure the safety and enjoyment of the guest/client.

DEPOSIT

- To confirm a booking, a 30% non-refundable deposit of the total amount is required.
- The balance payment is required 8 weeks before the itinerary start date unless prior arrangements have been made.
- Some lodges and hotels require full payment 45 or 60 days before travel or immediate payment for peak season/extraordinary event period bookings. In such cases, their deposit policies will be applicable.
- For bookings requested or confirmed within 60 days of the trip start date, 100% payment is required on confirmation.
- Tickets will only be issued once the flights have been paid for and, subject to the airline's policy, the payment is non-refundable.

PAYMENTS

- Payment of the quoted amount constitutes binding acceptance by the Travel Partner of the services offered on the terms set out herein.
- Full payment must be made 8 weeks prior to arrival to ensure that bookings are not lost. If specified, an advance reservation deposit or full pre-payment may be required.
- Vouchers and other documents will only be issued once all services are fully paid, or credit arrangements are in place.
- Credit card payments can only be accepted if Tour d'Afrique's authorization form is properly completed and signed, or if the client is present to sign the credit card slip in person. Credit card payments attract a 3.5% transaction fee.
- Dual currency invoices
 - Services are quoted and invoiced in their applicable currencies. South Africa and Namibia are quoted and invoiced in South African Rand (ZAR); Botswana, Mozambique, East Africa, Zambia and Zimbabwe are always quoted and invoiced in US Dollars (US\$).
- Tour d'Afrique does allow one payment, in one currency, for dual currency invoices.
 - The currency conversion must be contracted at a rate of exchange (ROE) determined by Tour d'Afrique.
 - The ROE is determined on the date of payment of the relevant invoice.
- Please email bookings@tourdafrique.co.za or your travel specialist in advance to establish the exchange rate for payment.

CANCELLATION AND REFUNDS

- Cancellation requests must be submitted in writing to Tour d'Afrique.
- Tour d'Afrique reserves the right to charge cancellation fees, which may be imposed by hotels, lodges, and service providers.
- Cancellation charges vary among service providers. The cancellation conditions stated here are Tour d'Afrique's General Cancellation Conditions. If a service provider has more stringent cancellation policies than Tour d'Afrique, their policies will apply.
- Where possible, Tour d'Afrique will negotiate to have cancellation fees waived or reduced. All service providers have a right to charge cancellation fees. A 30% non-refundable deposit must be held by the Travel Partner before confirming a booking to cover these fees, should they arise.
- Any possible refunds/credits will first be held as a credit for the Travel Partner to apply against future bookings, unless otherwise stipulated or negotiated.
- Monetary refunds will only be issued to the original remitter of the funds; refund payments to a third-party are not permitted by law.
- Monetary refunds will incur a 3.5% refund fee, and the required documents will be requested from the Travel Partner.

The following cancellation charges apply, irrespective of service provider, and should be used as the basis for determining the holding deposit by the Travel Partner:

- 30% cancellation is applicable on confirmation until 60 days prior
- 46 - 59 days prior: 50% cancellation
- 1 - 45 days prior: 100% cancellation
- If a service provider has more stringent cancellation policies than Tour d'Afrique, their cancellation policies will apply.
- Payments for National Parks bookings are non-refundable and forfeited in full.
- Some service providers require full payment or a non-refundable deposit upon confirmation. These include, but are not limited to scheduled flights, Festive Season deposits, and extraordinary property deposits.
- No refund will be made for no-shows or unused services while travel is underway.
- The cancellation policy applies to FIT bookings only. Separate terms and conditions apply to group bookings.

DATA MANAGEMENT AND PRIVACY

- Subject to the applicable Laws, including the European General Data Protection Regulation and South African Protection of Personal Information Act, Tour d'Afrique is committed to the protection of personal information and the guests/clients right to privacy.
- Personal data collected and stored by Tour d'Afrique will be used for the sole purpose of
 - Fulfilling its obligations in terms of the reservation; and
 - Market data analysis.
- Tour d'Afrique may retain such personal information for as long as is necessary or legally required in order to render its services or as may be required to comply with relevant statutory obligations under Applicable Laws.
- Except to the extent of its own gross negligence, recklessness or wilful misconduct, Tour d'Afrique will not be directly or indirectly liable or responsible for any damages suffered by the guest/client as a result of the transmission any information disclosed to Tour d'Afrique through electronic means.
- By confirming the booking, guests/clients consent to the lawful processing of their personal information by Tour d'Afrique.
- Guests/Clients may, at any time, withdraw the consent provided on written notice to Tour d'Afrique.
- Tour d'Afrique will cease to process and destroy the personal information in respect of which consent has been withdrawn.

INSURANCE

- Prior to confirming guests/clients must obtain comprehensive travel insurance, including coverage for flight, medical/health, cancellation/interruption, loss/damage/theft of possessions, curtailment, and default insurance for the duration of their trip. Due to the remote areas in which Tour d'Afrique operate, it is vital that all guests/clients have insurance coverage for emergencies and unforeseen circumstances.
- If the guest/client fails to join or start their itinerary for any reason, including airline delays or missed connections, the relevant cancellation policy applies.
- Should any claim be incurred, Tour d'Afrique will not be held responsible for any guests/clients travelling without insurance.

HEALTH & SAFETY

It is the sole and absolute responsibility of the guest/client to ensure that they are aware of and take any necessary health precautions recommended or required for travel with Tour d'Afrique.

MALARIA & YELLOW FEVER: Many of the areas where Tour d'Afrique operates include camps/lodges situated in malaria and yellow fever areas. Yellow fever certificates are required if the guest/client journey starts or involves passing through the yellow fever belt of Africa or South America. Guests/Clients should consult a medical practitioner, pharmacist, or travel clinic to determine what precautions will be required. Precautions depend on the duration of their visit, the time of year, and their personal health.

LIABILITY

- While all reasonable care is taken, and we endeavour to use only properly licensed vehicles, registered guides and approved establishments, all services are subject to our and our suppliers' standard limited liability terms and conditions.
- Tour d'Afrique are acting as agents and do not accept any liability for actions, errors or omissions on the part of any suppliers and/or their staff or any third parties who are governed by their own respective rules and regulations.

CHILD LABOUR

Tour d'Afrique represents and warrants that they are and at all times will be in compliance with the South African Governments Basic Conditions of Employment in respect of child labour and forced labour.

JURISDICTION AND APPLICABLE LAW

These Terms and Conditions, and any disputes arising from them, shall be governed by the laws of South Africa, and the parties agree to the exclusive jurisdiction of the courts of South Africa.

The Travel Partner agrees to work with Tour d'Afrique in good faith to resolve any disputes arising under these Terms and Conditions. It is clarified that only Tour d'Afrique (and not their related bodies corporate, affiliates, subsidiaries, or franchisees) will participate in dispute resolution.

SUPERVENING IMPOSSIBILITY OF PERFORMANCE / FORCE MAJEURE

If either Tour d'Afrique or the Travel Partner is unable to perform any of its obligations under these Terms due to any reason beyond its control, including, but not limited to, force majeure, acts of God, strikes, flood, storm, fire, epidemic, pandemic, travel bans and/or restrictions imposed by and/or any other acts of a competent or government authority (including the government of the Republic of South Africa) (Force Majeure Event), then both parties will be excused from any obligations under these Terms while such Force Majeure Event persists, but in respect only of the affected booking(s)/reservation(s). This means that Tour d'Afrique may, at its discretion vary or cancel bookings/reservations.

The party invoking the force majeure shall make reasonable efforts to resolve the circumstances causing the Force Majeure Event. Once the circumstances leading to the Force Majeure Event have been resolved, the party invoking it shall promptly notify the other party in writing.