

**Select Africa Safaris CC (Moz.travel)**  
(Hereinafter referred to as the Safari Operator / Operator)

**Standard Terms and Conditions - 2018** (rev.16.01.18)

**PREAMBLE**

The Operator is a tour operator, and marketing organization, marketing amongst other destinations, destinations specifically in Africa. It is the GSA for Ponta Beach Camps, Ponta Main Camp, Tande Beach Resort, Scuba Adventures Dive Charters, Moya Eco Lodge, and various Private Holiday Homes amongst others. It further specifically markets resorts, tours and activities in Mozambique under the name of Moz. Travel & Moz Dot Moz in various social, electronic, and print media.

**ONLINE BOOKING SITES:**

The Operator further markets these resorts and entities to most online booking sites, such as, but not limited to TripAdvisor SafariNow, Bookings.com, etc. Due to limitations and content management restrictions on these sites – the complete information & details of these resorts might not be disclosed, or the rates, and rate periods fully detailed. **THE OPERATOR SPECIFICALLY INDEMNIFIES THEMSELVES AGAIN ANY SUCH MISUNDERSTANDING, MISINFORMATION WHERE A BOOKING IS MADE VIA ANY OF THESE BOOKING SITES.**

Where reference is made to the operator, it shall be understood that the terms and conditions set out below apply as well to Moz. Travel, the resorts, operators and entities it represents, and / or markets

**Consumer Protection Act – Unenforceability & Waiver of Rights**

Please note Select Africa Safaris CC is a booking agent & holiday / tour facilitator for various resorts, holiday homes, airlines, activity & tour operators situated or operating in Southern Africa, and usually outside of South African legal jurisdiction. The terms and conditions below are those that are required by these entities, in terms of the Operators agreements with them. As such, the prospective traveler / client should be aware of the provisions of the Consumer Protection Act, and that it may not be applicable, or enforceable, for their specific booking, and as such are **strongly advised to ensure they have the necessary travel / booking cancellation insurance cover.** All bookings made by the client with the Operator, for any of these resorts, holiday homes or service providers are accepted by the operator on behalf of these entities, subject to the client accepting these conditions, and waiving any of his/her rights they may have under the Act, for such destinations.

**TRAVEL & MEDICAL EVACUATION INSURANCE**

**Most of the resorts, Lodges, Holiday Homes, Tours and services we market are in relatively remote areas in South, Southern and East Africa. Facilities Services and communication can be somewhat limited and challenging. Appropriate Medical Evacuation and Travel Insurance is strongly advised to all clients booking any resorts and services through us.**

**Terms & Conditions:**

- All booking requests in respect of accommodation, transfers, flights, and activities / excursions are subject to availability as at the time deposits are received, notwithstanding the fact that at the time of request, availability may have been confirmed.
- Prices and rates quoted in good faith, as per the respective resort or owners standard rate sheets, and are subject to any increases in accommodation, air fares, other land arrangements, meals, surcharges, activity or any other costs that may affect the original invoice price. All quotes and invoices are subject to these increases and costs, which may be applied without prior notice. Any such changes or increases after invoicing will have to be paid prior to departure, or on arrival at the resort, as may be required by the Operator.
- Any brochures, pricelists, menus, and documentation of whatsoever nature submitted by the Operator is done in good faith, and as such the Operator cannot be held liable for any mistakes, outdated prices, or incorrect information supplied, or any increased cost as a result of such incorrect information.
- Any extensions, additions, variations or deviations from the original invoice may incur supplementary charges. These are also payable as per payment schedule below.
- Any changes of whatsoever nature made to any invoice, once sent, shall incur additional charges, with a minimum of R 300.00 per person per amendment being levied.
- Should any of the resorts, operators, or principles quote the Safari Operator in any other currency, other than SA Rands, then the rate quoted will exclude the forex commission of 0.25% of the total invoice price, with a minimum amount payable of R300.00 per person.
- Unless specifically stated to the contrary on the quote, rates and quotes do not include any airport departure taxes, airline fuel or any other levies and taxes that may be implemented from time to time, or any meals that may not be included in the airline ticket prices, as in the case of some budget airlines, nor does it include any other taxes that may not be included in airline ticket rate.

- Unless specifically stated to the contrary on the quote, rates and quotes do not include any visa / passport costs, or any air ticket / passport / document courier / delivery charges, or any personal or travel insurance.
- Rates quoted, are subject to exchange rate fluctuations, and final cost will be determined and finalized, as at the date of receipt of full payment. This is a specific condition, notwithstanding that the tour may already have been invoiced, and deposits paid against it.
- The operator reserves the right to further amend the final invoice amount payable, up to a period of seven (7) days after the final payment is received from the client, should there be any currency variations during this period.
- The Safari Operator however reserves the right to accept any payments made against any tour, at the exchange rate when payment was made. The current applicable currency buying rate as quoted by the Standard Bank of South Africa Ltd shall be used to determine the exchange rate invoiced. This applies to any late payments which may be received, notwithstanding such payments may only be received after the final invoice.
- Rates and quotes do not include VAT, or any sales or government taxes, that may be payable on the tour, activities or any portion thereof, in South Africa, or any country included on the itinerary, that imposes them. e.g. Mozambique Marine Park Taxes.
- All payments for the tour must be made in full prior to departure, and no tickets, confirmations, or travel documents will be issued until all these payments have been received.

## Payment

- A minimum 50% non-refundable, non transferable, deposit of total tour price (including any additional charges, including equipment rental, additional excursions, etc) is required to secure a booking. No reservation request can be considered booked until such deposit is received
- The full outstanding balance is payable 30 days prior to departure, or any other date that the service providers, or resorts represented by the Safari Operator may require for those specific dates or specials.
- Should payments not be received as per this schedule, the booking will automatically be deemed cancelled, with forfeiture of all amounts paid. All bookings, irrespective of when made, must be paid in full 30 days prior to tour departure date.
- Should the operator, in its sole discretion, agree to accept payments that may vary from the required payment schedule above, then it reserves the right to charge interest on all such payments, at the applicable overdraft rate charged by the Standard Bank of South Africa Ltd.
- All prices are based on a minimum of 2 persons sharing accommodation. Single supplements will be applicable.
- Credit card payments exclude the 4.75% bank commission. This will be added to any credit card payments.
- All payments via Bank transfers, or cash bank deposits, must include all relevant bank charges.

## Cancellation & refund policy

- Should notice be given by the client of his / her intention to cancel, refunds will be given as set out below. Refunds will only be considered if all payments were received according to the payment schedule above.
- Refunds will be made as follows: (from payment date)
  - Up until 90 days prior to departure – refund of all amounts paid except for cancellation fee of 30% of total tour price.
  - Between 89 days & 60 prior to departure - refund of all amounts paid except for cancellation fee of 50% of total tour price.
  - Between 59 days & 45 days prior to departure – refund of all amounts paid except for cancellation fee of 75% of total tour price.
- 44 days and less, prior to departure - No refunds whatsoever will be given.
- In exceptional circumstances, and at the sole discretion of the operator, where we manage to obtain a full or partial refund for the client, all such amounts received will be refunded, except for an amount equal to 30% of the total final invoice value, which will be retained by the safari operator to cover bank charges, costs, and commissions. This cancellation policy will apply irrespective of the cause of cancellation, including but not limited to: illness, death, missed or delayed flights, cancellation through non payment by the client of any portion of his tour, civil unrest, riots, strikes, war – whether declared or not, or for any other reason whatsoever. It further applies to any tours, accommodation and activities which may be cancelled due to inclement weather, or natural disasters, i.e. floods, hurricanes, cyclones, etc.
- The client must give written notice of his / her intention to cancel, stating detailed reasons why, before a refund will be considered.

### CANCELLATION REFUNDS FOR “SPECIALS” & PROMOTIONS

***From time to time, certain resorts, hotels and agents that the operator utilizes and accepts bookings from clients on behalf of, offers discounted / and or promotion rates & packages. There are no cancellation refunds for these packages for any reason whatsoever.***

## Unused Services & Facilities.

- The rates quoted for the tour are based on prepaid rates, and as such no refunds for unused services and / or facilities can be entertained, for any reason whatsoever, including those suffered / incurred as a result of inclement weather, missed connections, illness, injury or death.
- **Travel / Personal Accident Insurance are specifically excluded from any quotes, or rates. Travellers are strongly advised to take adequate travel insurance, and it is their sole responsibility to ensure that they are in possession of the relevant valid passports, visas, and any other travel and medical immunization documents required by the destination countries and airline carriers**
- **Any and all errors and omissions are excluded**

## **Suitability & Conditions of the Resorts & Holiday Homes, and equipment used**

- The operator acts as a booking agent only for various resorts, Holiday Homes, Dive Charters, Safari Lodges, airlines, agents, service providers, and operators, and as such the Safari Operator is not able to stay informed of the state and conditions of these facilities, lodges, holiday homes, dive equipment, vehicles, aircraft, etc., and can in no way accept liability and/ or responsibility for any of the above should any be in a state of disrepair or be unsuitable for the purposes required. The Safari Operator will use its utmost endeavors to obtain a refund or alternative operator, if at all possible, should this be the case.

## **Indemnity & Fine Print**

- The operator acts as a booking agent only for various other resorts, airlines, agents, service providers, and operators, and as such the Safari Operator is not liable for any loss of, or damage to, property, life or person, for any reason whatsoever.
- Further as such, the Safari Operator is not liable for any loss or damage suffered as a result of any airline delays, missed connections, accommodation substitutions, non performance, negligence, or omissions of any of these airlines, resorts, operators, service providers, or agents, or any additional costs suffered as a result of these events.
- The operator transfers monies received from it's clients, in good faith, to the various hotels, resorts, lodges, operators, and service providers, and agents, and as such cannot be held liable in any way, should these funds in any way be misappropriated by these various airlines, hotels, resorts, lodges, operators, and service providers, and agents, or lost as a result of insolvency, closure / termination, or abscontion by any of them
- All schedules, costs, tour arrangements, and conditions are subject to change, without any recourse whatsoever to the operator, at the sole discretion of the operator.
- Should the accommodation originally booked by the client not be available for any reason whatsoever, when their final booking is made, or on their arrival at the destination, then the operator reserves the option to book alternative accommodation of a similar standard, or of refunding the client any monies paid. Any costs incurred in substituting accommodation or services will be for the cost of the client. Any refunds made to the client by the operator, will be dependent on the operator receiving a refund from the resort, or agent or service provider in question. Any refunds made to the client will be the same amounts received from the resort, agent or service provider by the operator, less their 20% booking fee of the total package amount.
- Closure or unavailability includes, but is not restricted to "double booking", repairs, maintenance, sale, water shortage, upgrades and refurbishment, weather damage, flight cancellations, political or civil unrest, or for whatsoever other reason.
- The operator recommends and books accommodation, holiday homes, services and tours in good faith on behalf of the client from information at its disposal, and gives no warranties as to suitability for the client's needs, or preferences.
- The operator accepts no liability as to any expenses incurred by the client as a result of the clients substituting any accommodation and / or land arrangements, for any reason whatsoever. It is the sole responsibility of the client to ensure he / she has the necessary passports, visas, travel and medical documentation required, and suitably validated, to travel to all countries they intend visiting. This includes whatever such documentation that may be required for infants, minors, family members, or other persons traveling together in the group.
- Booking on this tour shall constitute acceptance of these conditions. Errors and omissions are excluded.