

# AFRICAN S CAPES TERMS & CONDITIONS

## BOOKING CONDITIONS: IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS BEFORE MAKING YOUR BOOKING

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

The following definitions apply in this agreement unless the context requires otherwise:

1.1.1 "ASC" means Discover The World Marketing Travel Pty Ltd (ABN 12 095 464 896) trading as African S Capes;

1.1.2 "Service Providers" means any person or company providing or offering the means of travel conveyance, transport, accommodation or other services to you;

1.1.3 "you" means the passenger or his/her agent.

#### 1.2 Interpretation

Unless a contrary intention clearly appears:

1.2.1 words importing

(a) the singular include the plural and vice versa; and  
(b) natural persons include created entities (corporate or unincorporate) and the government and vice versa;

1.2.2 When any number of days is prescribed in this agreement, same will be calendar days;

1.2.3 The rule of construction that the contract will be interpreted against the party responsible for the drafting or preparation of this agreement, will not apply.

### 2. AGREEMENT

These terms and conditions form the basis of the contractual relationship between you and ASC, notwithstanding anything contained to the contrary in any enquiry, acceptance, order or other documentation or discussions. It is extremely important that you read and understand these terms and conditions before you make a booking for any travel arrangements with ASC. By making a travel booking with ASC, you will be deemed to have agreed, without reservation or modification, to these terms and conditions.

### 3. PRICES

3.1 All rates and prices are subject to availability and can be withdrawn or varied.

3.2 All rates and prices are quoted in Australian dollars and are inclusive of GST where applicable, unless otherwise indicated.

3.3 All prices are exclusive of passport and visa costs, meals, gratuities, excess baggage, personal items, airport taxes, and insurance, except where specified in writing as being included.

3.4 ASC reserves the right to vary the rates and prices in the event of changes in exchange rates or price rises made by Service Providers. If the cost of any service increases due to exchange rate fluctuations, price increases, tax changes or any other reason, you must pay the increase when notified by ASC. ASC is not liable in any way if any such increase occurs.

3.5 If for any reason the hotels offered or nominated are unavailable, an alternative will be offered. If after confirmation, the hotel booked, for any reason becomes unavailable, ASC reserves the right to book a hotel of similar standard.

3.6 Prices that are quoted for tours are quoted subject to the provisions of this agreement and for the entire tour package. Itemised component costs for tours cannot be given.

### 4. DEPOSITS AND PAYMENTS

4.1 Any bookings with ASC for travel arrangements more than 75 days prior to departure require a minimum deposit of \$500.00 per person (or such other amount as advised by ASC). A deposit holds the travel arrangements you request but it does not guarantee the price, the rates or the availability of the booking, which will only be finalised when payment is made in full and confirmation is received from the Service Provider.

4.2 Payment in full is due 75 days prior to the departure date. No vouchers, coupons or tickets will be issued until payment is made in full. Final payment conditions, rates and prices are subject to availability and can be withdrawn or varied. If for any reason, full payment is not received by ASC by the due date, ASC reserves the right to treat such failure as a cancellation and to apply the appropriate cancellation charges.

4.3 Any bookings for travel arrangements within 75 days prior to departure require payment in full or a credit card to guarantee the booking at the time the booking is made and will only be finalised when confirmation is received from the Service Provider at which time full payment will be automatically made.

4.4 ASC will be entitled to charge an administration of 3% for payments made by credit card.

### 5. CANCELLATIONS BY YOU

5.1 Requests for all cancellations and amendments by you in relation to your travel arrangements must be made in writing to ASC at: [info@africanscapes.com](mailto:info@africanscapes.com) or P.O. Box 1440, NORTH SYDNEY NSW 2059. Any notice sent to ASC by post to the above address, will be deemed to have been received on the 3rd business day after posting (unless the contrary is proved). No presumption will arise in respect of notices emailed to ASC.

5.2 ASC reserves the right to charge a cancellation fee in accordance with the provisions set out below, or as otherwise may be advised by ASC to you, including in relation to tour groups consisting of 12 persons or more.

5.3 Please note that additional cancellation charges may be made by the Service Providers for cancellations, which could be substantial and in many cases can be the loss of the full amount you have paid.

#### 5.4 ASC's standard cancellation policy

5.4.1 The date when written confirmation of cancellation is actually or deemed to be received by ASC will determine the charges applicable.

5.4.2 Subject to clause 5.3, you will be liable for the following cancellation charges which are calculated by reference to the number of days prior to your departure date that ASC received your written cancellation notification.

Number of days prior to the departure date	Cancellation Fee as a percentage of the total amount of the travel arrangements booked through ASC
From booking date to 76 days	Total amount deposited with ASC
Between 75 to 46 days	45%
45 days or less	100%

5.5 All cancellation terms are specified on a per person basis.

5.6 No refunds will be made for any unused or cancelled services after the travel has commenced.

5.7 GST is payable on cancellation fees and will be charged in addition to the cancellation fee.

5.8 Cancellation of airline arrangements will be subject to rules and regulations relating to the airfares, which involve either substantial cancellation or amendment fees or no refunds at all. Cancellation of confirmed charter flight bookings or train and boat bookings will incur a cancellation fee of 100% of the applicable fare.

### 6. AMENDMENTS TO BOOKINGS BY YOU

6.1 Please note that many of the Service Providers treat itinerary amendments as a full cancellation and as such, any amendments to the travel arrangements can incur full cancellation charges.

6.2 ASC will endeavour to assist you with any amendment to your travel arrangements up to 60 days prior to departure.

6.3 Once reservations and itineraries are confirmed any amendments made will be subject to a \$50.00 administration charge per change/per person in addition to any charges levied by the Service Providers. An amendment constitutes a change to an existing booking and does not include transfer to another tour.

### 7. AGENCY

7.1 ASC acts as agents for the Service included in your booking Providers which means that all contracts are between you and the Service Providers. Accordingly, all receipts, tickets, vouchers and coupons are issued subject to the terms and conditions, including limitations of liability imposed by these Service Providers.

7.2 ASC has no responsibility for the services provided, not provided or amended by the Service Providers. If for any reason a Service Provider is unable to provide the services for which you have contracted, your remedy lies against the Service Provider and not ASC.

### 8. LIMITED LIABILITY

8.1 ASC makes no representations or warranties regarding the standard of any service or package to be provided by the Service Providers. The Service Providers are independent parties over whom ASC has no control. To the maximum extent permitted by law, ASC excludes all liability in respect of any claims, losses, damages, costs or expenses suffered by you that relates in any way to any act, omission or default by Service Providers or by any third party. In circumstances where liability of ASC cannot be excluded, such liability is limited to \$500.00.

8.2 ASC accepts no liability for any indirect loss, financial loss, consequential loss, loss of enjoyment, pain and suffering, damage, injury, accident delay or irregularity occasioned to you while undertaking a travel arrangement, using the services or arising from any booking.

### 9. FORCE MAJEURE

ASC accepts no responsibility for any aspect of your travel arrangements affected by matters over which ASC has no control, including, without limitation, acts or omission by the Service Providers, war or threat of war, riots, civil strife, terrorist activity, malicious damage, sabotage, natural disaster, weather conditions, fire, flood, explosions, drought industrial disputes or government action or infrastructure failures.

### 10. TRAVEL INSURANCE

ASC strongly recommend that, at the time of booking, you take an adequate travel insurance policy of their choice to cover such things as loss of deposit through cancellation or changes; loss or damage to personal baggage and loss of money; medical expenses; additional expenses to cover hotel accommodation and repatriation costs should the holiday need to be extended or curtailed due to illness while overseas, or due to the need to return to Australia because of unexpected or unforeseen circumstances; and cancellation of transport services due to industrial action.

### 11. GROUP DEPARTURES

Quoted group tour prices are based on a minimum number of 6 people travelling together for the entire duration of the tour unless specified otherwise and staying in twin share accommodation. Should the minimum number of persons not be attained or should those travelling together on a group tour not remain together for the entire duration of the tour, ASC reserves the right to cancel, amend or reconstitute such tours and travel arrangements. If such an event occurs, ASC will endeavour to provide the choice of an alternative tour or you may continue the tour as amended or cancel participation of the tour altogether in accordance with the provisions of this agreement.

### 12. SINGLE TRAVELLERS

On group tour packages, single travellers who are willing to share accommodation with another tour member must advise ASC at the time of reservation. ASC will endeavour to match you with a suitable person for the duration of the selected tour. If ASC is unable to allocate a suitable person to share accommodation, the single supplement cost as specified is to be paid by you at the time of balance payment. If you choose to have a sole occupancy of a room throughout the tour, the specified single supplement cost will be payable at the time of balance payment.

### 13. TRAVEL DOCUMENTS

Passport and Visa requirements are your responsibility. Each passenger, including infants and children, must be in possession of a valid passport (minimum 6 months validity) and necessary visas at the time of commencement of travel. ASC accepts no responsibility or liability whatsoever for your failure to obtain appropriate documentation.

### 14. HEALTH REQUIREMENTS

You should familiarise yourself with any health requirements applicable to areas you intend to visit. You are solely responsible for compliance with vaccination and other health requirements of governments in countries visited or transited. The Department of Health or medical practitioners will be able to assist with current health requirements and recommendations.

### 15. GENERAL

#### 15.1 Waiver

You agree that the failure of ASC to require performance by you of any of the provisions of this agreement will not operate as a waiver of the rights of ASC to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

#### 15.2 Severability

Any provision in this agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this agreement will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this agreement, without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

#### 15.3 Replacement of previous terms

These terms replace any other terms of sale previously in force between you and ASC. No variation of these terms binds either party unless confirmed by ASC in writing.

#### 15.4 Changes to terms

ASC may change these terms and conditions at any time. ASC must give you written notice, signed by a director of ASC, of the changes. By making any bookings after notification of any changes, you accept and agree to be bound by the changed terms and conditions in respect of all bookings from that date.

#### 15.5 Governing Law and Jurisdiction

15.5.1 This agreement will be governed and construed in accordance with the laws in force in New South Wales, Australia.

15.5.2 You agree to submit to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this agreement, and waive any right you may have to claim that those courts are an inconvenient forum.

## AFRICAN S CAPES

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