

TERMS AND CONDITIONS

FINAL BALANCE PAYMENT

Final payment is due 45 days prior to departure

We may cancel your booking if either the deposit payment or the final payment is not paid by the relevant due date. In the event of cancellation, the cancellation conditions set out below will apply. All prices are quoted in Australian dollars and must be paid in Australian dollars.

BOOKINGS

DEPOSIT

A 10% deposit is required per booking on the selected tour

LATE BOOKINGS

A full payment is required at the time of booking for all bookings received within 4 weeks of departure.

BOOKINGS SOLD ON A SHARE BASIS

Bookings may be accepted where requested on a share room basis on the condition that the person/s requesting the share reservation agree that although every effort will be made to comply with requests regarding age, non-smoking etc... this is not always possible and we accept no responsibility for any incompatibility between persons sharing twin/triple rooms. No guarantee is given that a share room will be found. If a share room is not available at the time of final payment, either the single room alternative or the cancellation conditions set out below will apply at your option.

SINGLE ROOMS

If by choice or circumstance a single room is required, then a single room surcharge will apply. Requested and booked single rooms at the increased cost are confirmed in good faith on the basis of the information available at the time. If by some chance whilst on tour, the single room is not available, a refund will be made for any night that the paid single room was not available.

PRICING

We reserve the right to change our prices without notice. This can mean that different passengers on the same tour may have been charged different prices. African Golf Safaris will not enter into any correspondence regarding any such variation in pricing. Our current pricing can be found on our website.

AIRLINE SCHEDULE CHANGES

African Golf Safaris is not responsible for any schedule changes imposed by airlines. Whilst we will do our best to reschedule your touring and accommodation, African Golf safaris is not responsible for any additional costs nor services missed as a result of an airline-imposed schedule change.

TRAVEL & ACCOMMODATION

African golf Safaris is not itself a carrier or hotelier nor do we own aircraft, hotels or coaches. The flights, coach journeys, and other travel and hotel accommodation comprised in your holiday are provided by reputable carriers and hoteliers on their own conditions. It is important to note therefore that all bookings are subject to the terms and conditions and limitations imposed by the individual airlines, coach operators, hoteliers and other service providers who provide services in relation to your tour. Some of these terms and conditions may permit the service provider to cancel, delay, divert or substitute services at their discretion, and may limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. It is your responsibility to be aware of and comply with the terms and conditions of each service provider.

RISK & LIABILITY

Every effort is made to ensure that your holiday arrangements are satisfactory and we accept liability for, but only to the extent of, any loss or damage sustained by you as a direct result of our negligence. In any event, our aggregate liability to you is limited to the amount you have paid to us for the relevant tour. You acknowledge and agree that there are inherent risks involved in participating in the tour, including without limitation possible contact with native fauna and animals, local residents, unforeseen events and travel in remote locations. By making a booking, you agree to accept all risks associated with the tour. We exclude, and you unconditionally release us from, all liability, including without limitation in contract and in tort, for any cause or action, including any injury, damage, loss, cost, delay, additional expense or inconvenience caused directly or indirectly as a result of the inherent risks associated with the tour, or any force majeure events or other events which are beyond our control, including but not limited to war, civil disobedience, terrorism, insurrection, accident, explosion, sickness, fire, floods, severe weather, acts of God, acts of Government, alteration or cancellation of scheduled air services, accidents to or failure of machinery or equipment or industrial action.

If we or our service providers are affected in any way by a force majeure event, we may at our discretion vary or cancel any itinerary or arrangement in relation to the tour as we consider necessary, without incurring any liability to you.

Each service provider is responsible for the part of the tour it conducts. Service providers are not our agents or employees and are not under our direct control. We therefore do not warrant the performance of any service provider. We do not accept, and you release us from, all liability for any injury, loss, damage, costs or expenses, including without limitation any property damage or personal injury, that you may suffer which arises out of any act or omission of a service provider or operator who provides services in connection with your tour. Any claim that you may have in relation to a service provider should be raised directly with that service provider.

You are responsible for any injury, loss, damage, costs or expenses arising through your own fault. You agree to indemnify us against all actions, proceedings, claims, demands, expenses and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against us) as a result of, or arising in relation to, whether directly or indirectly, your participation in the tour or any act or omission by you in relation to the tour.

EXCLUSION FROM TOUR

You may be excluded from the tour at our discretion if you fail to comply with our reasonable instructions while on tour, if you interfere with other clients' enjoyment of the tour, if you jeopardise the safety of other clients, if you engage in illegal or undesirable behaviour, or if you otherwise become a hazard to yourself or other clients. You will not be entitled to a refund and we will not be responsible for any expenses that you may incur if you are excluded from a tour for any of these reasons.

CHANGES IN PRICE AND MINIMUM NUMBERS

Please note that all tours are subject to availability and all prices are subject to change without notice until your holiday has been paid in full. We reserve the right to change the tour components, the departure date, or any other aspect of the tour at our discretion until the tour has been paid for in full.

All tours are based on a minimum number of participants. If this minimum number is not reached we reserve the right to cancel or re-cost this tour as appropriate. If we re-cost the tour and you decide not to proceed, or, if we cancel the tour, your deposit is refundable in full. In all other circumstances your deposit is non-refundable.

HEALTH & FITNESS

A minimum level of fitness is required to be able to participate on a African Golf Safaris tour. As a minimum you should be able to carry your own luggage and walk up a few flights of stairs. African Golf Safaris recommends all passengers aged 70 years and over provide a "fitness to travel" letter from their doctor at the time of booking. You must inform us at the time of booking of any medical condition that you have which may affect your ability to participate in the tour.

We may decide at our absolute discretion not to include you in a tour or in any activity if we consider that you are unable to safely participate in that tour or activity as a result of a medical condition or otherwise, or if we consider that your participation may place the safety of other clients at risk. We exclude all liability for any illness, injury or death sustained by you on tour as a result of any pre-existing medical condition. We will not be responsible for, and you agree to release us from, any liability arising out of any medical condition, illness or injury that you may suffer during the tour or as a result of the tour. You should consult your doctor or travel medical specialists in your home state before travel regarding any inoculations, medications and other health precautions that should be taken in relation to travel within the regions comprising your tour.

TRAVEL INSURANCE

Travel insurance is not included in any of the prices in this brochure. It is highly recommended by African golf safaris that you have comprehensive travel insurance to cover you for the full duration of your journey for costs associated with illness, injury, death, loss of or damage to baggage and personal items, cancellation, loss of deposit, medical and hospitalisation expenses, repatriation and curtailment expenses due to illness, the need to return home unexpectedly, evacuation expenses and accidental death or disability. You are solely responsible for obtaining the appropriate insurance cover as set out above.

AMENDMENT FEES

Alterations to itineraries to suit individual requirements may be made in most instances. Requested amendments should be submitted to us in writing at time of booking. Alterations will be made at our discretion and may not always be possible. The alteration fee of \$100 is due within 7 days of the requested amendment plus any additional costs and administrative expenses incurred in arranging the alteration.

OTHER CONDITIONS

African golf safaris reserves the right to cancel or withdraw bookings made for or on behalf of a client at any time at their discretion, in which event no liability with respect to the cancellation or withdrawal shall fall on African golf safaris, save that all the monies paid for the booking shall be refunded.. The arrangement of this holiday constitutes a complete package and as such, an itemisation of costs will be not be rendered. No refunds are payable on unused or partially utilised sections of the tour itinerary, where passengers amend, cancel, or otherwise vary arrangements after tour departure. African Golf Safaris does not authorise any overseas suppliers including hotel management to promise refunds on our behalf.

TRAVEL DOCUMENTS AND TAXES

It is your responsibility to ensure that all passports, visas, travel permits, health certificates and other documentation required for the tour are obtained and are in order. You must also pay all required taxes, including Australian departure tax and ticket levies, which are payable in relation to the tour. You are responsible for any additional costs incurred by either us or you as a result of any failure to comply with these requirements.

CONSENT TO CONDITIONS

By making any booking, you agree to comply with these Booking Conditions and warrant that you have obtained agreement to these Booking Conditions from all other clients for whom the booking is made. You are responsible for the total price of all bookings that you make.

BROCHURES & WEBSITE

We make no warranty about the accuracy of the tour information contained in African golf safaris publicity materials, and exclude all liability for any errors or omissions in those materials. All information should be checked prior to booking. Please call us anytime or check our website.

WHEN YOU GET THERE

Local Representatives: Your documentation states the name and telephone number of our local representatives for any assistance with difficulties or changes. If you need to alter your arrangements once overseas or to add services to your booking you may do this through our local representative, Holiday time and any additional costs incurred must be paid directly to the supplier of the service and may not be charged back to African golf safaris.

We cannot be held responsible for any subsequent complaint with arrangements booked directly with suppliers abroad.

Cancellations of confirmed services must be notified through African golf safaris even if you have advised the local representative. African golf Safaris does not authorise the employees of any overseas supplier to promise refunds to clients.

GENERAL

These Booking Conditions are governed by the laws applicable in the State of Western Australia, and the parties agree to submit to the exclusive jurisdiction of the courts of Western Australia.

If part or all of any provision of these Booking Conditions is illegal or unenforceable, it will be severed from these Booking Conditions and will not affect the continued operation of the remaining provisions of these Booking Conditions.

We may vary these Booking Conditions from time to time by notifying you in writing.

CANCELLATION

Cancellation of reservations must be provided to us in writing and is subject to the following cancellation fees:

45 days or more before departure - loss of deposit

30 to 44 days before departure – loss of 50% of the tour price

Less than 30 days before departure loss of 100% of the tour price

Please bear in mind accommodation, travel and other arrangements have been made for you and your cancellation can affect other travellers.

Genuine health reasons for not being able to travel maybe considered with a doctor's recommendation, deposit may be lost or a future booking date requested.

If you require any further information or are unsure about any of our terms and conditions please call or email us anytime and we will do our best to answer all your queries.

Kind regards

Your African Golf Safaris Team