

## **NAVIGATORS 4WD ADVENTURES CC – TERMS & CONDITIONS**

NAVIGATORS 4WD ADVENTURES CC, hereinafter referred to as 'Navigators', accepts bookings subject to the client agreeing to the terms and conditions as set out below:

### **1. BOOKING AND PAYMENT**

- 1.1 A booking shall be deemed to have been concluded in Cape Town, South Africa, and shall be interpreted according to the laws of the Republic of South Africa.
- 1.2 The parties consent to the jurisdiction of the Magistrates Court of Cape Town in terms of the provisions of Section 45 of Act 32 of 1944 as amended, but it is specifically agreed that Navigators at its insistence has the discretion to sue in the Supreme Court if deemed appropriate.
- 1.3 A booking is considered as accepted when Navigators has received a non-refundable 25% (twenty five percent) deposit and a completed booking form, and once Navigators (or their Agent) have issued confirmation plus invoice. Navigators reserves the right to decline any booking.
- 1.4 All prices, services and durations are correct at time of printing, but are subject to change without prior notice.
- 1.5 Before accepting a booking, Navigators reserves the right to alter the published price of any tour due to significant exchange rate fluctuations, increased tariffs, surcharges, entry fees, or any other escalating costs beyond our control.
- 1.6 The deposit forms part-payment of the full tour cost. The balance due must be paid no later than 56 days before the scheduled departure date. Navigators reserves the right to treat any booking as being cancelled by the client if such payment is not received.
- 1.7 A tour booked less than 56 days before the advertised departure date is subject to payment of the full tour price.
- 1.8 If a client fails to join the tour for which they have booked, joins after the departure date or leaves before the specified return date, no refund will be made by Navigators.

### **2. CHANGES MADE BY THE CLIENT**

- 2.1 Should the client need to change their reservation for whatever reason, Navigators will make every effort to accommodate them with a suitable alternative date or tour booking.
- 2.2 If a suitable alternative booking is agreed with Navigators, an additional fee of ZAR 300 (Three Hundred Rand) may be levied to cover additional administrative costs incurred by Navigators.
- 2.3 If Navigators is unable to assist the client with a suitable alternative booking, they will deem the booking as cancelled by the client, and the tour will be subject to the cancellation fees as shown below.

### **3. CHANGES OR CANCELLATIONS MADE BY NAVIGATORS**

- 3.1 Navigators makes every effort to operate itineraries as advertised, and we make our arrangements well in advance. However, we still rely on the availability of facilities and resources within game parks, reserves, camp sites, lodges, etc. We may therefore have to alter our itineraries due to circumstances beyond our control.
- 3.2 Navigators may cancel, suspend, alter or withdraw the booking at any time prior to the departure date, in which case Navigators' liability will be limited to refunding all monies received from the client.
- 3.3 At any time Navigators may cancel, suspend, alter or withdraw the booking in the event of *force majeure*, in which case Navigators will refund all monies received from the Client, representing the full extent of Navigators' liability.

### **4. CANCELLATION FEES**

Days Prior to Departure Date / Percentage of Tour Price Payable

- 56+ Days prior to Departure / Deposit Forfeited
- 42 to 55 Days prior to Departure / 40% of Tour Price payable
- 28 to 41 Days prior to Departure / 50% of Tour Price payable
- 14 to 27 Days prior to Departure / 75% of Tour Price payable
- Less than 14 Days prior to Departure / 100% of Tour Price payable

### **5. TRAVEL INSURANCE**

- 5.1 Clients are required to arrange comprehensive travel insurance that covers cancellation, curtailment, medical emergencies, repatriation and personal accident.
- 5.2 In addition, we recommend that clients take additional cover for loss of baggage, money or personal items.
- 5.3 All such travel insurance costs are for the client's own account.

### **6. DEPARTURE POINTS**

- 6.1 Tours depart from and end at points as indicated in the detailed tour itinerary. However, it may be possible to join and leave the tour at other points, as agreed with us by prior arrangement.
- 6.2 Clients arriving after the tour has departed must make their own arrangements to meet the tour, with costs incurred for their account.

### **7. LANGUAGE**

- 7.1 All tours are conducted in English.

### **8. PASSPORTS AND VISAS**

- 8.1 It is the client's responsibility to ensure that they are in possession of valid travel documents including passports, visas, health certificates, proof of vaccinations, etc.
- 8.2 Any information or advice given to the client by Navigators in this regard is done so in good faith, but Navigators does not accept responsibility for incorrect documentation.

### **9. HEALTH REQUIREMENTS**

- 9.1 It is the client's responsibility to consult a health professional before departure with respect to recommended and compulsory vaccinations and health precautions for the countries and regions visited.
- 9.2 The client confirms that they are in good health.
- 9.3 Any pre-existing medical condition must be declared at the time of booking and noted on the booking form.
- 9.4 The client must make arrangements for the provision of prescribed drugs or other treatment that may be required during the tour.
- 9.5 Navigators reserves the right to reject a booking if, due to the client's medical condition and/or specialist medical care required, it is felt that the client's health may be at risk due to the nature of a particular tour.

### **10. LUGGAGE**

- 10.1 All luggage and personal effects are the client's responsibility at all times. Navigators does not accept any liability for any loss of, or damage to, client's luggage or personal effects, howsoever arising.
- 10.2 As space is limited, luggage is limited to 1 soft bag or small suitcase per person (approximately 50 Litres in volume when packed), plus a small bag or holdall for camera, binoculars, personal effects, etc.
- 10.3 Navigators retains the right to refuse excess luggage.

### **11. CLIENT AGE GROUP**

- 11.1 Due to the nature of our adventure tours and safari trips, children younger than 15 years of age cannot be accommodated, except by prior arrangement with Navigators.
- 11.2 Clients over the age of 70 years wishing to participate in safari and wilderness tours should furnish us with a doctor's certificate or letter, confirming that they are medically fit to undertake a potentially physically demanding tour in Africa.
- 11.3 Regardless of the foregoing, Navigators reserves the right to reject a booking where it is felt that the client's physical stamina and condition may not meet the demands of a particular tour, safari or excursion.

### **12. AUTHORITY ON TOUR**

- 12.1 The decisions of the Navigators guide or driver on tour shall at all times be final and binding.
- 12.2 By signature of this document, the client agrees to strictly abide by the laws, customs and regulations of all the countries visited.
- 12.3 The client further agrees to abide by the instruction of the guide or driver with regards to safety, discipline and running of the tour.
- 12.4 If the client is in contravention of the above, or repeatedly acts in a manner that causes danger, inconvenience or annoyance to other clients, the guide or driver may order the client to leave the tour without any claim to a refund. The client shall then be required to make their way home at their own expense.
- 12.5 If the client has a complaint whilst on tour, this should be brought to the attention of the guide or driver.

### **13. MARKETING**

- 13.1 Navigators reserves the right to use any photographs and video footage taken by Navigators during tours for use in any advertising, marketing or other promotional material.
- 13.2 The client hereby gives their consent for such material to be used, and confirms that Navigators retains copyright over such material.

### **14. FORCE MAJEURE**

- 14.1 Unforeseen circumstances beyond the control of Navigators, including but not limited to: war, political instability, terrorism, riots, acts of God, mechanical breakdown, weather conditions, floods and disease; may arise whilst on tour, causing delays or changes to itineraries.
- 14.2 Navigators shall not be held liable in any way for these possible occurrences, nor for any consequences that may arise as a result of these.

### **15. ACCEPTANCE OF RISK, AND INDEMNITY OF NAVIGATORS**

- 15.1 By signing this form, I, the client, acknowledge that I understand and accept that there are dangers involved with outdoor activities in general, and specifically, with four-wheel-drive tours and safaris.
- 15.2 Furthermore, I, the client, my heirs, executors, administrators or assigns hereby indemnify, hold harmless and expressly exempt Navigators, its members, organisers, staff and helpers from any liability whatsoever, however arising, and for any delay, inconvenience, accident, injury, illness or death to my person, or any loss or damage to my property arising from any cause whatsoever.
- 15.3 Furthermore, I, the client, voluntarily assume all possible risks involved while attending a tour operated by Navigators, including all possible risks as a result of my participation in any associated activities during such tour, and confirm that I will have no claims whatsoever against Navigators arising therefrom.

I, \_\_\_\_\_ (Full Name)

\_\_\_\_\_ (I.D. / Passport Number)

accept all the booking terms and conditions as stated above.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_