



## WHY BOOK WITH LUSH AFRICAN TRAVEL?

Lush African Travel is an online tour operator, an owner-run business based in South Africa with over 15 years' experience.

- \* **REPUTABLE** Renowned in the travel industry for more than 15 years.
- \* **EXPERTISE** Long-standing relationships with our suppliers means you benefit from our strong buying power and knowledge of our well-travelled consultants, will ensure that you always get the best package to suit your needs.
- \* **BOOKING MANAGEMENT** Lush African Travel is your one-stop shop, handling all aspects of your travel requirements to include flights, accommodation, tours, transfers, conferencing, team building, Gala and Awards events and other services.

## LUSH AFRICAN TRAVEL (PTY) LTD STANDARD TERMS AND CONDITIONS

### Definitions and Parties:

In these conditions, "the company" shall mean Lush African Travel (PTY) LTD, as well as all affiliates, officers, shareholders, agents, managers, employees, directors, shareholders, members, controlling or holding companies, and representatives (of any form) of the aforesaid parties. The company is a specialist travel company and acts as an agent for third party suppliers, such as, but not limited to airlines, tour operators, all accommodations, car rental companies, vehicle, yacht, boat or aircraft and helicopter companies and charters, and adventure travel packages and all travel experiences, etc.

The "Product" shall mean any services and/or products the company books and sells on behalf of any third-party supplier to a client, e.g. a holiday or package or travel services.

The 'Agent' shall mean any entity that is booking a client to travel through the company. There shall be no binding contract between the Company and the Agent until the Agent Contract has been signed, the booking terms and conditions confirmed by the Agent, and the deposit specified paid in full.

The "client" shall mean any person or user of any product sold by the company.

The client warrants to the company that he/she is authorised to make the booking and, in doing so, therefore accepts all the conditions below on behalf of himself/herself and each of his / her travelling companions, including any minors who may be accompanying him /her.

### 1. Contract

All bookings taken by the company are subject to these standard terms and conditions.

All company products, packages, services, or tickets purchased by a client are supplied by a supplier. The supplier is solely responsible for the design and supply of the products bought by the client. The company only assists in the booking of such products and shall provide all necessary travel documents in order for the client to purchase the product. Therefore, the contract for the products lies between the client and the supplier. Each supplier will have its own terms and conditions relating to the products purchased.

The specific terms and conditions of the suppliers can be obtained from the supplier on request. The company has no contractual liability to the client in respect of the product bought from the company.

### 2. Quotations and Availability

A quotation is an offer to provide travel services and is subject to price increases. An agreement is only concluded once the full product price is paid for in full.

The prices of all products are subject to change and may only be confirmed when paid for in full. Please note that quotes provided are subject to availability. The price quoted can never be guaranteed and all products, including but not limited to airfares and tour operators travel packages, are subject to change without notice and prior to payment in full. Any increases must be borne and paid by the client upon demand.

Quotes are based on standard special agreements with certain suppliers, and these offers may be subject to availability/occupation etc. which is not known at the time of the quote; this may affect the ultimate tour price, should these offers not be available at the time of the booking. We will however, endeavour to secure the booking based on the quoted offer.

On acceptance of a quotation, any subsequent changes to the quoted itinerary will attract a minimum charge of R250 per change, irrespective of whether payment to secure the booking is made or not.



### 3. Payments

A booking request will be valid for 24 hours unless otherwise stated. The deposit must be paid, and it is the client's responsibility to request and read the specific supplier's booking terms and conditions.

No person, organisation or employee of the company has authority to vary these booking conditions, and the company reserves the right to decline any booking.

A minimum 50% non-refundable deposit is required within this period to guarantee the reservation. This deposit will only be refunded if the booking cannot be accommodated. Until this payment has been made, the reservation cannot be guaranteed. This may vary depending on the individual supplier's booking terms and conditions that are part of the proposed product.

The full balance due is payable 45 days prior to travel date. If the full amount is not received in the due time, the company reserves the right to treat the booking as a cancellation.

We also insist that the client settles their flight fare and flight taxes with the deposit to eliminate any tax and fare increases.

The company business is conducted on a cash basis, and travel documents shall not be prepared until full payment is made. If paying by cash please ensure that you receive a company invoice.

Credit Cards are acceptable; however, please note that a surcharge will be added and that certain suppliers do not accept credit card payments.

When using Electronic Transfer (EFT), confirmation of the payment must be e-mailed to [info@lushafricantravel.com](mailto:info@lushafricantravel.com). Please be aware that certain banking institutions can take more than 48 (forty-eight) hours to clear payments, and payments must be cleared before a booking is confirmed.

### 4. Cancellations

Any cancellations made by a client must be in writing. Any amendment or any change by a client to a reservation in whatsoever manner (date change, rerouting, etc.) after payment constitutes a cancellation. In the event that the client cancels a reservation for whatever reason, the company shall charge an administration fee, and the supplier may well also impose a cancellation fee, which could be up to 100% of the product price.

Airline refunds will often take a minimum of 11 (eleven) weeks to process.

- Please note cancellation fees will be levied in the event of cancellation as per the Reservation Terms and Conditions
- Should cancellation be received prior to 40 days before travel, a 50% cancellation fee will be charged.
- Should cancellation be received 39 days prior to arrival date, a 100 % cancellation fee will be charged.

### 5. Changes and Alterations

The company does not guarantee the safety standards or performance of any supplier. The clients of any product purchased through the company accept that the use of the product may be dependent on certain factors beyond the company's control and therefore agree that the company will not be held liable for any compensation to the client if it is forced to cancel or in any way change the booking or any flight or transfer due inter alia, but not exclusively, to force majeure including war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other external circumstances beyond the control of the company. The company reserves the right to cancel the booking without prior notification and in such an event only agrees to refund all monies already paid and received by the client. Unforeseen cancellations due to war, unrest or any other force majeure or other circumstances are still subject to the supplier's cancellation and bookings terms, and do not constitute a valid reason for waiver of any supplier cancellation policy terms. In the event that the client changes any travel arrangements such as, but not limited to, accommodation, activities, flight transfers or any portion of the agreed itinerary, the company shall not be held liable for any compensation or costs to the client whatsoever.

### 6. Flight Schedules and Transfers

The company bases its flight schedules according to the information available to the company and published by the airline. Such flight schedules are subject to change with no notice. In addition, many inter property transfers or flights are coordinated amongst a number of properties or charter companies. The rate quoted for flights are based on schedules that are often only confirmed to the company on the day of travel and therefore clients must understand and accept that changes in flight schedules or transfer times could occur and very occasionally in the event of delays or factors out of the company's control, an unscheduled overnight stay could be required. In the event of any of these changes or situations, the company will not be held liable for any costs whatsoever, and any costs incurred, such as but not limited to additional charters, accommodation, meals, communication costs etc, must be settled directly to the third-party establishments by the client.

### 7. Insurance

Travel and cancellation insurance, to include cover for water-based activities/scuba diving and snorkeling is recommended for all clients. All insurance is solely the responsibility of the client. Before a client commences with travel, he or she should arrange his/her own insurance with a reputable insurer, with protection for the full duration of the stay or itinerary, to cover personal



injury, medical expenses, repatriation expenses, loss of luggage and expenses associated with the cancellation or curtailment of any booking. If a client becomes ill, all hospital expenses, doctor's fees and repatriation costs are for the client's account, and the company, shall not be liable for any refund of the booking whatsoever. The carriage and storage of all baggage and personal effects are at all times the clients risk and the company cannot accept any liability for any loss or damage of baggage or personal effects.

#### **8. Liability**

Clients hereby acknowledge, confirm and record that they understand and appreciate the risk inherent in travel including in particular the hazards of diving / snorkelling and boat travel and any associated marine activities. Further, that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board a boat, being cut or struck by a boat while in the water, and any other injuries occurring while getting on or off a boat and other perils of the sea. Clients also confirm that they are aware of and appreciate the real dangers and risks associated with travel to Africa, its National Parks or wilderness areas, arising from the presence of wild and dangerous animals, reptiles, fish and birds and the real risk of suffering bodily harm, injury or death or loss of property which may arise as a result of an encounter with a / or the presence of wild animals and or reptiles, fish and birds. The client undertakes all activities and travel at his / her own risk. Such risk could include injury, disease or death. The client and the Agent agree and concedes that the company and its members and employees shall not be responsible for loss or damage to property or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever.

#### **9. Health**

The client hereby acknowledges an awareness of the proposed travel itinerary and confirms that he or she is medically fit, in good physical and mental health and is able to travel. Any client with a pre-existing medical condition or illness must declare the true nature of such conditions to the company before the commencement of the booking. Any failure to declare may result in cancellation of his /her booking.

#### **10. Claims and Complaints**

In the unlikely event that the client has a complaint it must firstly be taken up with the management /company representative of the supplier, in order that an opportunity is afforded to the supplier to investigate the situation. If the client has any further complaint, then they must lodge this in writing to the company within 10 (ten) days of the booking end. If these procedures are not followed, then the company will not investigate or continue to investigate such complaints.

#### **11. Company Responsibility and Rights**

The information given in any brochure, leaflets, website and advertising is given in good faith by the company, and is based on the latest information available to the company.

#### **12. Client Responsibility**

It is the client's sole responsibility to ensure that passport, visa and other required documents are in order. Any resulting consequences of a client's failure for not having his/her required paperwork in order shall be to the account and the sole responsibility of the client.

#### **13. Severability**

Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

If any term or condition held to be invalid is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity.

#### **14. Relevant law**

This agreement (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the parties in terms of and arising out of the conclusion, breach and termination of the provisions of this agreement), shall be interpreted and governed in all respects by the laws of the Republic of South Africa. Any claims, be they in contract, delict or otherwise to be instituted against the company, shall be governed by the law of south Africa and may only be instituted in a South African Court, to the exclusion of all other jurisdictions.

All clients and their agents confirm that they have read and abide by the aforementioned and agree to the terms and conditions therein contained. All clients record that they are making a booking at their own risk and waive any claims that they might have in regard to injury, loss or death which might occur due to any causes whatsoever. The company refers in particular to any minor child / children who may be accompanying the client and confirm specifically that this indemnity applies to such child/ children. The client and any clients Agent further binds their dependents, heirs, executors, administrators and assigns to the terms and conditions of this agreement, and indemnify and hold blameless the company, its members, associates, employees,

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representatives, organisers, helpers and agents from all liability for any or all claims whatsoever and howsoever arising and without limitation (including consequential claims) arising from any delay, loss or damage to property or injury or illness or death arising from any cause related to or occurring during a booking, activities or tours with the company.

Updated as at 22 Sept '20

***Please sign and return only the last page of this to us by mail.  
Should you not have access to a scanner - then please send us  
a mail simply stating that you have read, understood & accept  
our Terms and Conditions of Trade***

SIGNATURE OF PRINCIPAL TRAVELLER: .....

FULL NAME & SURNAME: .....

DATE: .....

<b>Banking Details: ABSA ZAR</b>	
Account Name	Lush African Travel (PTY) LTD
Account Number	4099254292
Bank Address	Shop G22-G24, Tokai Shopping Centre Cor Tokai and Main Road, Tokai, Cape Town, 7945, South Africa
Branch code / Routing No	632005
Swift Code	ABSAZAJJ