



FREESTYLE AGENCIES cc T/A EXECUTIVE TOURING – CAPE TOWN – SOUTH AFRICA

TERMS AND CONDITIONS:

1. Deposit

A 50 % deposit is required upon booking a safari or tour and the balance is payable no later than 45 days prior to the departure of the safari, tour or expedition. In the event of a booking less than 45 days prior to the start of the tour/safari, payment in full is to be made upon booking the safari or tour.

2. Cancellation

If the reservation is cancelled, cancellation fees will be due and payable according to the following:

- 2.1. More than **45 days** prior to arrival **full refund**;
- 2.2. **30 to 45 days** prior to arrival - **50% refund** of total tour price;
- 2.3. **15 to 30 days** prior to arrival - **30% refund** of total tour price;
- 2.4. **Less than 30 days** prior to arrival - **no refund**.
- 2.5. For International bank refunds, bank charges will be also deducted.

No cancellation fee will be charged if the client is unable to honour the booking because of the death or hospitalisation of the person for whom the booking was made.

3. Travel Arrangements

All travel arrangements, such as flight bookings, reservation of hotel accommodation, reservation of motor transport, etc. made by the operator are subject to the booking conditions and cancellation provisions of the supplier of the services, transport and accommodation, etc.

4. Air fares are subject to Seasonal adjustments, currency fluctuations, increases, flight availability at the time of confirmations.

5. Alteration of Routes and Substitution of accommodation

- 4.1. The Operator takes every care to ensure that itineraries are followed through to the letter but unforeseen circumstances may necessitate changes.
- 4.2. The operator accepts no liability due to the alteration of routes or substitution of properties.
- 4.3. Where properties are substituted, they will be substituted for equal.
- 4.4. It is strongly recommended that all travellers take out necessary personal travel/medical Insurance before departure.

6. Liability

- 5.1. The operator shall not be liable for any damage, losses and expenses suffered by any client as a result of

sickness, quarantine, weather conditions, war, strikes, riots or any other cause outside the operator's control.

- 5.2. The operator accepts no liability in respect of death, injury, loss or damage to person or property arising out of any act, omission of the operator, the supplier, the operator's or supplier's servants, save in the case of gross negligence or intent.

- 5.3. The client shall be deemed to have waived, renounced and abandoned any and all right or entitlement, which the client may be entitled to under the provisions of the law of the Republic of South Africa for any loss or damage to person or property.

7. Jurisdiction

In all matters where it is or may be necessary to have recourse to the Court, the Courts of the Republic of South Africa shall have sole jurisdiction to the exclusion of the Courts of any other country and the prevailing law of the Republic of South Africa shall prevail.

8. General Terms

- 7.1. No amendment, alteration or variation of these terms will be of any force and/or effect unless it has been reduced to writing and signed by both parties.
- 7.2. This document contains the whole agreement between the parties and no prior representations, whether verbal or in writing, will be of any force and/or effect and will not bind the parties.
- 7.3. Any indulgences granted in respect of time periods or payment terms will be granted in the sole discretion of the party granting same and such indulgence shall not be construed as a waiver of any of the rights of such a party as contained in these terms.

9. Banking Details

CLIVE FRIEDBERG/EXECUTIVE TOURING

First National Bank (FNB)
 Account # 62142730523
 Branch # 250655
 SWIFT FIRZAJJ
 Tel: 27 21 791 8500
 Address: The Village Gate
 Main Road Hout Bay 7806
 P.O.Box 26808
 Hout Bay
 7806