

# **BOOKING TERMS & CONDITIONS**

## **1. Terms and Conditions**

The Kruger Flexi Tours and Safaris company herein after referred to as “the Kruger Flexi Tours” and the person or persons who have signed the booking form is herein after referred to as the “client”. Upon signature the client agrees to be bound to the booking conditions and any contract between the client and Kruger Flexi Tours is subject to and shall be governed and construed according to South African law.

## **2. The booking:**

- 2.1. A signed and completed booking form must be sent to Kruger Flexi Tours or its agent together with a non-refundable deposit of 50% of the tour price. The balance of the tour fare is to be paid 28 working days prior to the date of departure.
- 2.2. Kruger Flexi Tours will not accept any booking where the booking form has not been signed or is incomplete. Once Kruger Flexi is in receipt of a signed booking form, plus 50% deposit, a confirmation will be issued. It is only at this time the booking will be deemed for acceptance. Kruger Flexi will reserves the right to decline any booking.
- 2.3. All tour prices and services are correct at the time of printing and Kruger Flexi Tours reserves the right to decline any booking. However once a booking has been made and the full tour cost paid, we as Kruger Flexi Tours will not increase the price.

## **3. Travel insurance:**

Comprehensive travel insurance covering cancellations, curtailment, medical, emergency travel and personal accident is compulsory on all tours. Insurance for loss of baggage, money or personal items is recommended.

## **4. Full payment of full cost:**

Full payment of tour cost is due 28 working days prior to departure. If full payment is not received by this time, Kruger Flexi Tours may treat the booking as cancelled. Any booking made four weeks before departure must be accompanied by full payment of the tour cost.

## **5. Cancellation or change to the booking:**

- 5.1. Cancellation of any booking must be received in writing and acknowledged by Kruger Flexi Tours.
- 5.2. In the event of cancellation the following cancellation fee will be payable by the client: notification is received 28 days or more before departure, loss of 50% deposit. 0% will be refund if canceled less than 28 day.
- 5.3. Changes made by you: Kruger Flexi Tours will make every effort to assist you. Any changes will incur a fee of R120 and any subsequent cancellation fee will be based on date of original travelling date. Should we not be able to help you with alternative dates, the normal cancellation fee will apply.
- 5.4. Kruger Flexi Tours reserves the right to change or cancel any tour although every effort will be made to operate itineraries as advertised.
- 5.5. In the event of tour being cancelled, the client may choose a full refund or al
- 5.6. Tentatively any other tour that Kruger Flexi Tours is in position to offer. If the price of the alternative tour is less than the original tour booked, the difference will be refunded to the client. If the alternative tour is more expensive, then the client will be liable for the additional cost.

## **6. Travel documents:**

- 6.1. Client is responsible for ensuring that all documents, passport, visas and health certificates are valid.
- 6.2. Kruger Flexi Tours will not be liable for any costs of such documents.
- 6.3. Should a client be refused entry to any country, Kruger Flexi Tours will not be liable for any costs or repatriation cost for the client.

## **7. Baggage:**

Clients are entitled to one bag and one day bag. Kruger Flexi Tours will not accept liability for any lost or damage to baggage or personal effect.

## **8. Health**

Anti malaria precautions are recommended for all tours and clients are advised to bring insect repellent.

## **9. Force majeure:**

Unforeseen circumstances including weather, road conditions, war, mechanical breakdowns, riots and other reasons beyond the control of Kruger Flexi Tours may cause delay or alterations to the tour. In the event of any of the aforementioned occurring, Kruger Flexi Tours shall not be held liable in any way for any resulting costs of these delays or alterations.

## **10. Exclusion of liability:**

- 10.1. Client's undertake all tours entirely at their own risk and while Kruger Flexi Tours take every precaution to ensure the safety of the clients, no responsibility can be accepted for any death, injury or loss that might occur to such clients, sustained from any cause whatsoever.
- 10.2. The client and his/her dependants, heirs, executors, administrators or assigns, hereby indemnify and hold blameless, Kruger Flexi Tours, it's members, employees, representatives and agents from any claims of whatsoever nature and from any liability for delay, loss, damage, injury, illness or heath arising from any cause whatsoever out of events related to or occurring during a tour.
- 10.3. The client agrees to strictly abide by the laws and regulations of each country we visit.
- 10.4. Kruger Flexi Tours cannot be responsible for delays caused by airline flights alternations, cancellations or delays.
- 10.5. When you book excursions not operated by Kruger Flexi Tours, we will have no legal liability for problems arising from the excursion and any claim will be against the relevant local operator.

## **11. Photography:**

Kruger Flexi Tours reserve the right to make use, without giving any further notice, of any photograph or film produced by Kruger Flexi Tours without payment or permission.

**12. Complaints:**

If the client has a complaint whilst being on tour they must bring it to the guides attention so that it can be dealt with. If the matter isn't resolved whilst on tour, the client must write to Kruger Flexi Tours within 7 days of completion of the tour. Kruger Flexi Tours will not entertain complaints of loss of enjoyment where full land arrangements have been provided.

**13. Language:**

All tours are conducted in English.