

# African Travel Gateway – Terms & Conditions of Travel & Indemnity

## 1) QUOTES

Quotes are valid for 24 hours and we reserve the right to re-cost all itineraries, should the client amend the tour, or if we become subject to price increases. All quotes are subject to airfare and foreign exchange fluctuations and should be reconfirmed with African Travel Gateway CC prior to booking. Although the price is valid at the time of booking, until such time as full and final payment has been received the price quoted is still subject to change based on currency fluctuations, accommodation and airfare increases or any other reasons beyond our control. The price should be reconfirmed prior to booking and prior to final payment being made. In the unlikely event of there being an unscheduled extension of a booking caused by flight delays, bad weather, strikes or any other matter beyond our control, it is understood that expenses incurred will be for the clients account.

## 2) VALUE ADDED TAX

All prices for services inside the Republic of South Africa, include Value Added Tax (VAT) at the prevailing rate of 15 %, and will be adjusted should the rate change. Transport is VAT exempt.

## 3) BOOKING PROCEDURE

Complete & submit our Booking Form

We book & confirm all services as agreed

Deposit or Full payment becomes payable by the due date stipulated in confirmation

Travel documentation, E-tickets are issued once full payment has been received

## 4) PAYMENT POLICY

Upon confirmation of a booking a 20% non-refundable deposit is due immediately. Full and final payment is due 5 weeks (35 days) prior to date of travel. In the instance where a supplier/s have pre-payment requirements that does not fit into the above payment policy, African Travel Gateway CC reserves the right to amend the payment policy to fit the requirements set by the supplier concerned. The client will be advised of the said requirements and invoiced accordingly. Should we not receive payment timeously we reserve the right to automatically cancel the reservation.

### 4.1 Currencies & Payment Methods

(a) Visa, Master or Amex credit cards. (For ZAR Quotes)

(b) Electronic funds transfers (EFT) into our ZAR bank account. (For ZAR Quotes)

(c) Telegraphic transfer (wire) into our ZAR bank account. (For ZAR & USD Quotes)

(d) Our PaySum1 (For ZAR Quotes) This facility allows you to pay by means of a local eft from your country and in your own currency to a local bank account – all forex or bank fees are avoided. We will supply the amount & bank details in your country. (This facility is not available in all countries worldwide, please check with your consultant)

### 4.2 Bank Account Details

USD PAYMENTS (For USD Quotes) – ABSA Bank | Acc: 996959-USD-1051-01 | Name: African Travel Gateway | Swift: ABSAZAJJ

ZAR PAYMENTS (For ZAR Quotes) – ABSA Bank | Acc: 405 294 6961 | Branch code: 632 005 | Name: African Travel Gateway | Swift: ABSAZAJJ

## 5) CHANGE OF BOOKING FEE

If, after confirming, the client wishes to amend the booking in any way, they may do so. However, should African Travel Gateway CC start incurring any costs due to the amendment, we reserve the right to charge an amendment fee of R50.00 per amendment. All amendments must be received in writing. A booking that is postponed until a later date is considered to be a cancellation and will be subject to cancellation fees.

## 6) CANCELLATION POLICY

Cancellation of any booking must be received in writing. If a booking is cancelled the following cancellation fees will apply:

- \* 6 weeks or more notice is given: 20% of the total price of the booking (deposit) is charged.
- \* 6 - 4 weeks notice: 60% of the total price of the booking is charged.
- \* Less than 4 weeks from date of travel: 100% of the total price of the booking is charged

African Travel Gateway CC reserves the right to amend the cancellation policy according to the suppliers used and/or special events.

For last minute bookings, ie: 4 weeks prior to departure, 100% cancellation fees will apply should these bookings cancel.

If, for any reason whatsoever, the client fails to appear at the reserved place of accommodation or transport etc., arrive later or leave earlier, no reimbursement will be considered.

## 7) TRAVEL INSURANCE

The cancellation policy comes into effect from the date of confirmation, and while in the event of a cancellation, every effort will be made to minimize the cancellation fees, we are subject to the cancellation policies of the various suppliers concerned, and therefore strongly recommend that you take out comprehensive travel insurance including full medical cover, as well as cancellation and curtailment cover, effective from the date of confirmation to cover yourselves in the unlikely event of you having to cancel for whatever reason.

## 8) PASSPORTS, VISAS, MINORS & HEALTH REQUIREMENTS

### 8.1 Passports

It is the responsibility of the client to ensure that their passports are valid for travel, for at least 6 months after the date of termination of services, provided by African Travel Gateway. The passport must also have at least 2 blank pages in it – this is a very important requirement of South African immigration. It is also the responsibility of the client to ensure that they are in possession of valid visas for all countries being visited, and that all necessary health certificates for these destinations are in order.

To comply with regulation 2(1)(a) of the Immigration Regulations, 2014 only Machine Readable Travel Documents (MRTDs) will be accepted to enter South Africa with effect from November 24, 2015. Please note that extended passports won't be accepted any longer. For this reason, travellers are advised to check their travel documents. In the case of a bona fide emergency situation, travellers utilising issued Emergency Travel Documents will be allowed to enter and depart from South Africa. Travellers who entered South Africa before 24 November, 2015 on non-MRTDs will be allowed to depart and return to their countries of origin or residence. Travellers who entered South Africa with a MRTD and lost it will be allowed to depart with Emergency Travel Documents.

### 8.2 Minors (Travelling with Children under 18 years of age)

Parents travelling with their children (under 18 yrs of age), to or through South Africa need to produce in addition to their valid passports, an unabridged birth certificate for the children. In the case of guardians travelling with children, these adults are required to produce affidavits from the parents giving permission for the children to travel. In the case of one parent travelling with a child, he or she must produce the unabridged birth certificate/s, as well as;

- i) Consent in the form of an affidavit from the other parent registered as a parent on the birth certificate of the child authorising him or her to enter into or depart from the Republic with the child he or she is travelling with,
- ii) A court order granting full parental responsibilities and rights or legal guardianship in respect of the child, if he or she is the parent or legal guardian of the child; or
- iii) Where applicable, a death certificate of the other parent registered as a parent of the child on the birth certificate

In the case of a person is travelling with a child who is not his or her biological child, he or she must produce-

- (i) A copy of the unabridged birth certificate of the child;
- (ii) An affidavit from the parents or legal guardian of the child confirming that he or she has permission to travel with the child;
- (iii) Copies of the identity documents or passports of the parents or legal guardian of the child; and
- (iv) The contact details of the parents or legal guardian of the child, Provided that the Director-General where the parents of the child are both deceased and the child is travelling with a relative or another person related to him or her or his or her parents, approve such a person to enter into or depart from the Republic with such a child.

### 8.3 Visas

African Travel Gateway CC does not arrange visas, but will dispense verbal information received from a country's consulate regarding visa and / or health requirements. This is a courtesy but not a service. African Travel Gateway CC will not be held responsible for any misinformation, errors and omissions with regard to this information.

### 8.4 Health Requirements

Please notify African Travel Gateway CC in advance of any medical issues (allergies, physical disabilities etc), so that we can advise the suppliers concerned. Regarding Malaria, since this disease that has an ever changing status regarding prevention and treatment, we strongly advise that you seek up to date information from your general practitioner (doctor) or local travel clinic on which preventative medication or precautions should be taken for the area you will be entering. Not all of Southern and Eastern Africa is a Malaria area.

## 9) BAGGAGE REQUIREMENTS

Clients must adhere to the baggage restrictions of the airlines and charter companies in the itinerary. Certain air charter companies (particularly light aircrafts) have extraordinary baggage restrictions which include not just weight, but shape & dimensions too. Any costs due to delays, additional transfers of baggage as a result of non-compliance to the restrictions are for the client's own account

## 10) WAIVER, INDEMNITY AND LIABILITY

Participation in any tour, safari or travel package arranged by African Travel Gateway and fulfilled by any of its third party suppliers is undertaken at your solely at own risk. African Travel Gateway and its directors, employees, affiliates, assignees and/or agents against are indemnified against any claim arising for any damages or loss which might be instituted against it arising from or in connection with the services as booked by African Travel Gateway.

The Client, his/her heirs, dependents, agents, executors or their assignees hereby irrevocably waive any claims which they may have against African Travel Gateway for any form of compensation for damages which they may suffer due to injury and/or loss of any nature whatsoever, which includes accidents caused by the Client's own actions, injuries or death while on the tour, in a transportation vehicle or at any place during the tour or illness or death at any time after the tour. African Travel Gateway acts solely in the capacity of an agent for third parties and as such holds themselves free of responsibility or liability for any delays, loss or damages from any cause whatsoever, including loss/ delay/damages/ dissatisfaction caused by third party products and services. African Travel Gateway shall be exempt from all liability in respect of any claim whatsoever as aforesaid.

Furthermore African Travel Gateway is free of responsibility and liability for loss or damage due to Force Majeure. This includes events such as war or threat of war, riots or civil strife, terrorist activity, industrial disputes, natural or nuclear disaster fire, adverse weather, traffic conditions or mechanical failure. This Agreement shall be governed by the laws of the Republic of South Africa and shall be enforced by the courts within the Republic of South Africa.