



DesireAfrica Travel Standard Booking Terms and Conditions

Please read the following terms and conditions carefully which detail the terms and conditions of the contract between you (the Client) and the company (hereinafter referred to as "DesireAfrica Travel").

1. Regardless of the place of execution, performance or domicile of the parties, this contract, together with all modifications and amendments shall be governed by, construed under, in accordance with the laws of the Republic of South Africa.
2. All packages and tours are sold subject to our standard terms and conditions.
3. Quotations are based upon the exchange rates valid at the time that they are sent to the client. DesireAfrica Travel reserves the right to increase any prices where currency fluctuations occur, until such time as they have been paid in full. It is the client's responsibility to check on possible price increases prior to full payment.
4. DesireAfrica Travel will require a 20% non-refundable deposit immediately upon confirmation of a booking to guarantee such booking. The balance will be due no later than 45 days prior to travel date. Full payment will be required for all travel taking place within 45 days of departure.
5. No contract is made between the client and DesireAfrica Travel until a deposit or, where required, the full price has been paid.
6. Paying a deposit guarantees your booking however it does not guarantee the package price and the rate of exchange. Failure by the client to pay any sum by the due date shall entitle DesireAfrica Travel to cancel the booking and to charge a cancellation fee as set out below.

7. Cash or EFT transfers deposited directly into the nominated bank account of DesireAfrica Travel and specified on the invoice are the preferred and accepted form of payment for services rendered.
8. All payments to DesireAfrica Travel must be made in full as per the amount recorded on the invoice and free of any bank charges which are expressly for the account of the client. The client will be required to pay DesireAfrica Travel upon demand any bank charges or fees that are charged to DesireAfrica Travel during the transfer of funds.
9. Airfares are subject to prices quoted by airlines, and DesireAfrica Travel can thus not accept responsibility for unexpected fare increases. DesireAfrica Travel will only guarantee the fare when full payment has been received and the airline ticket/s has been issued.
10. It is the client's responsibility to obtain valid travel documents including passports and where required visas and any other travel documentation that may be required by a specific country for entry to that destination. It will be the responsibility of DesireAfrica Travel to ensure that the client is made aware of the visa requirements and relevant documentation for that specific country but it still remains the responsibility of the client to ensure they have valid travel documentation.
11. Passports must be valid for a minimum of 6 months from date of departure and there must be a minimum of 6 blank pages in the passport.
12. DesireAfrica Travel must receive full names exactly as shown in passports in writing before airline tickets are issued. It is the client's responsibility to ensure that the correct names are provided. Once airline tickets are issued additional costs will be incurred should the names be incorrect and the ticket/s has to be re-issued. The client will be liable for these costs.
13. It will be the responsibility of the client to reconfirm all flights prior to departure. Clients should consult the airlines at least 72 hours prior to departure. All clients who, at the time of departure, are under the age of 18 years, must be accompanied by a client aged 21 or over who will at all times during the tour or trip be responsible for their welfare, conduct and behavior.
14. Travel insurance is highly recommended when travelling with DesireAfrica Travel. It is the client's responsibility to ensure that they are adequately insured for all events including but not restricted to illness, personal accident, cancellation, curtailment and loss or damage of luggage. DesireAfrica Travel will not be responsible or liable if the client fails to take adequate insurance cover or not at all.

15. Any changes and/or cancellations mean that penalties will become applicable and in many cases air tickets are totally non-refundable. All cancellations have to be in writing. Unless otherwise stipulated, the following cancellation fees will be charged by DesireAfrica Travel if a client cancels a confirmed reservation:
 - a. More than 6 weeks prior to departure: 20% of price
 - b. 4 – 6 weeks prior to departure: 50% of price
 - c. 2 – 4 weeks prior to departure: 75% of price
 - d. Less than 2 weeks prior to departure: 100% of price

16. Please ensure that that you visit your travel doctor or travel clinic before embarking on your holiday to Africa. Malaria is a fact of life in some parts of Africa while certain countries may require proof of vaccination against certain tropical diseases before travel. It is your responsibility to ensure that you have sort the appropriate advice including relevant precautions, vaccinations and the relevant malaria prophylactics where required.

17. While DesireAfrica Travel will do its best not to cancel or make any material alteration to the itinerary after a booking confirmation has been issued, it shall nonetheless be entitled at any time prior to departure to cancel the contract between the parties, or to change and/or curtail the confirmed itinerary where this becomes reasonably necessary on operational, commercial or other grounds. DesireAfrica Travel will however inform the client of any such cancellation or change of Itinerary as soon as possible. Where such a change of itinerary amounts to a material alteration, the client shall be entitled to cancel the booking within three days of being advised.

18. Although DesireAfrica Travel attempts to make all itineraries as accurate as possible at the time of printing, they are to be considered an approximate indication of the schedule and scope of the tour or trip rather than an inflexible chronicle of events.

19. The itinerary may be subject to change due to circumstances beyond the control of DesireAfrica Travel, whether as result of weather, government restrictions, transportation problems, road conditions, acts of God, terrorist threats, natural disasters, fires or other circumstances. DesireAfrica Travel undertakes however to do its best to maintain the itinerary, and will not unreasonably change it. However any such changes shall not constitute a material alteration of the contract, and DesireAfrica Travel shall in consequence have no liability to the client in respect thereof.

20. DesireAfrica Travel will not be responsible for any additional costs occasioned by changes in the itinerary or client's scheduled itinerary requested by the client prior to departure, whilst

traveling or at destination. All such changes must be communicated in writing to DesireAfrica Travel. The client is liable for the payment costs incurred for additional services and/or amendments and payment will be required upon demand once the changes and/or amendments are made.

21. Further, any expenses incurred owing to unexpected extensions to packages, trips, tours or holidays caused by flight delays, bad weather, strikes or any other reason beyond DesireAfrica Travels control will be paid by the client upon demand.
22. Where the client is making a booking with a scheduled or private tour, the rates quoted are based upon group participation, and no partial refunds will be given for unused trip arrangements or sightseeing tours for any reason whatsoever.
23. DesireAfrica Travel, in order to provide the tour or holiday arrangements that was quoted or booked DesireAfrica Travel does engage in the services of third party local suppliers. DesireAfrica Travel endeavors at all times to appoint reputable and competent local operators to comply with the requirements and standards expected by the client. However, although these local operators are appointed by DesireAfrica Travel, they are acting as an agent on behalf of the client directly, and a direct contract is therefore entered into between the client and the local operator or service provider and the terms and conditions of the local operator, whether or not contained in this document, will apply to arrangements made by them. DesireAfrica Travel makes the travel arrangements on behalf of the client on the express condition that it is not liable for any inconvenience, irregularity or expense occasioned by the failure of the local operator to comply with the itinerary provided, whether in relation to travel arrangements, airlines scheduling, airline changes, cancelled flights, missed flight connections or any other factor not directly under DesireAfrica Travel's control. In the event however that DesireAfrica Travel is, in spite of the provisions of this clause, found to be liable to the client, then its liability will be limited to the sum paid by the client in respect of the travel arrangements(s) in question.
24. DesirAfrica Travel act as booking agents for suppliers to your trip, tour and/or holiday and as such, bookings for their services will form a direct contract between you and the relevant supplier, and will be subject to such supplier's own standard terms and conditions.
25. As DesireAfrica Travel acts from time to time as an agent for local ground handlers and operators, it accepts no liability for any loss or damages which clients may suffer as a result of the failure by such local operators to fulfill their obligations whether in relation to travel flights, land arrangements, accommodation or otherwise. These local ground handlers and operators are independent suppliers who are not affiliated with DesireAfrica Travel in any

way. Further, DesireAfrica Travel shall not be liable for any loss, damage, delay, accident or inconvenience caused to any person, their property or luggage under any circumstances whatsoever.

26. DesireAfrica Travel will not be liable for bodily injury to, or death of any client, or damage to their property occasioned through the conduct or default of any company or local operator or individual engaged in providing these services or for any reason, including, but not limited to, acts of God, quarantine, strikes or other industrial action, medical emergencies, civil disturbances, theft, detention, annoyance, natural or nuclear disaster, fire, closure of ports, changes in government regulations, terrorism, war, medical emergencies or failure of the conveyance to depart or arrive as scheduled.
27. DesireAfrica Travel does not provide medical services during the trip, tour or holiday. However, wherever possible, DesireAfrica Travel will offer general assistance to any client who suggest illness, personal injury or death, whether or not arising from an activity forming part of the trip or tour, and whether or not the result of fault by any party. Any cost or expense which is reasonably incurred by DesireAfrica Travel for or on behalf of the client in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation, or any other expenses of whatever nature, shall be repayable by the client to DesireAfrica Travel on demand, whether or not such sum is covered by the client's travel insurance.
28. Clients should bring with them an ample supply of any prescription medicines which they may require, as well as a first aid kit.
29. Clients are expected at all time to conduct themselves in an appropriate manner with due regard to the health, safety, comfort, enjoyment and general well-being of all the other people who may be traveling on the same trip, tour and/or holiday or other people who may be staying in the relevant hotels. If it appears that the client's conduct or behavior is such as to be a breach of this requirement, or is likely to endanger the client's own health or safety, or that of others, or where their actions or conduct impedes other guests or the operation of the trip, tour and/or holiday then DesireAfrica Travel reserves the right to refuse the further participation of any such client. No refund will be considered in respect of any client whose participation is terminated for these reasons. Further, where the client is repatriated pursuant to this clause at DesireAfrica Travels expense, or where DesireAfrica Travel is put to any additional expense as a result of the client's conduct, then DesireAfrica Travel shall have the right to recover such costs upon demand.
30. Under no circumstances, at any time, shall DersireAfrica Travel have any liability for the denial of boarding or expulsion from an airplane by any airline contracted in terms of this

contract, such denial being at the sole discretion of the airline concerned. All additional costs associated with such expulsion from an airplane or by an airline for whatever reason will be for the clients own account.

31. These terms and conditions, together with any other clauses set out, defines the responsibility of DesireAfrica Travel with respect to all of the trips, tours and holiday arrangements made by them. Further, DesireAfrica Travel shall not be liable for the failure of performance which is wholly attributable to any or all of the following:
- a. The fault of the client;
 - b. The unforeseeable or unavoidable act of a third party unconnected with the Provision of any services to be provided under this contract;
 - c. Unusual or unforeseeable circumstances beyond the control of DesireAfrica Travel, the consequences of which could not have been avoided even if all due care had been exercised; and
 - d. Any event which DesireAfrica Travel could not with all due care have foreseen or avoided, including (but not limited to) an event or "***force majeure***".
 - e. DesireAfrica Travel further confirms that the carriage of passengers and their luggage by air is governed by various international conventions and the client shall be bound by the rules, regulations and conditions of contract laid down by any carrier upon which he/she may travel as a result of the reservations made, and DesireAfrica Travel shall be free from any liability in consequence thereof.