

## **Terms & Conditions**

By using The Craft of Travel's services, you agree to these terms and conditions. Please read them carefully.

Consent to terms and conditions: The traveller is bound by these terms from the moment they make use of the services, or by accessing, using or obtaining any content, products, or services through our offices or through our Web site(s). The purchases and/or traveller ("Customer" and "passenger" and/or "you/your") agree to be bound by these terms. These terms restrict your rights and remedies and provide protection to The Craft of Travel. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa. The passenger hereby consents to the jurisdiction of the Magistrates Court having jurisdiction over its person in respect of all proceedings regarding this agreement.

These also include warranty disclaimers and liability exclusions. No alterations to these terms and conditions may be made by any The Craft of Travel employee, authorized representative or agent, unless in writing by an authorized officer of The Craft of Travel.

**Bookings and Payments:** A booking is only confirmed once a non-refundable payment of 30% of the total cost for all land services, and 100% required for airline reservations in order to secure reservations more than 90 days prior to departure is received.

Final payment is due 45 days prior to departure unless otherwise stated by a supplier (hotel, lodge) especially for reservations made over peak period, we are bound to make full payment as per our principle's policy.

Airline tickets and documents will be sent approximately three (3) weeks prior to client's departure. Note: Airline reservations will not be ticketed without a copy of the appropriate pages of the traveller's passport. If final and full payment is not received by the due date, reservations are subject to cancellation and deposits shall be forfeited. Because of such cancellation, The Craft of Travel and third-party supplier's cancellation penalties will apply, which are detailed in your travel documentation, these Terms and Conditions, the Web site (<a href="www.thecraftoftravel.com">www.thecraftoftravel.com</a>) and third-party suppliers' Web sites. All cancellation fees will be charged to the traveller and the credit card which was used to authorized to pay for travel services, including cancellation fees, or deducted from the supplier's refund.

Deposits and payments for international and domestic air reservations are governed by each individual air carrier. The Craft of Travel will advise the client of the carriers Terms & Conditions and requirements for confirmation of reservation.

Changes to Confirmed Bookings/Late Bookings: It is confirmed that all Customers will immediately review the details of each travel segment for accuracy, and immediately inform The Craft of Travel of any issues. Otherwise, change fees and/or late booking fees will apply. Bookings made within 45 days of departure are subject to a late booking fees and full (100%) payment to be made within 48 hours on confirmation of booking. This fee will be determined by a member of The Craft of Travel

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based on the type of itinerary. The airfares used to create the tour prices are capacity restricted and have advance purchase requirements. Prospective customers are advised to reserve early to avoid disappointment and additional late booking fees.

**Pricing**: Prices shown are based on tariffs, exchange rates, and airfares in effect as indicated by each travel offering at the specific time. The Craft of Travel reserves the right to alter prices quoted should inflation, costs of fuel, labour or material, airfares or foreign exchange rates change. All rates are per person based on double occupancy, subject to availability at time of booking, may include early booking discounts, and may increase without notice. Information and pricing are subject to change without notice. In the event of a pricing error, or any omission, The Craft of Travel reserves the right to adjust the pricing or make any other corrections.

Alterations to Tours: If between planning time and/or during actual travel circumstances require changes, The Craft of Travel and its suppliers of travel services reserve the right to cancel or vary any itinerary and substitute components of any tour, including (but not limited to) hotels and camps of comparable quality, if air schedule or surface transportation charges, security matters, and/or events make such alterations necessary. The Craft of Travel reserves the right to pass on to Customer(s) any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its cost, The Craft of Travel reserves the right to adjust its rates.

**Payments and Cancellation**: The following cancellation terms apply effective as of the date The Craft of Travel receives written notice of cancellation as to the land tour portion only. Days prior to departure:

- More than 90 days prior to departure 25% of tour cost (unless the cancellation policy of the principle differs. This will be determined at the time of confirming the reservation.
- 90 to 61 days prior to departure 30% of tour cost;
- 60 to 31 days prior to departure date 50% of tour cost; (75% for Cruises);
- 30 days or less prior to departure 100% of tour cost to include handling fee for The Craft of Travel

Final payment is due prior to departure according to each supplier's (airline, hotel, cruise line, transfer company, sightseeing operators, and other travel service vendors) terms and conditions involved in your travel booking. If final and full payment is not received by the applicable due date, reservations are subject to cancellation and deposits shall be forfeited. The Craft of Travel reserves the right to treat the booking as cancelled if the balance due is not paid when due.

**No Refund for Unused Arrangements:** As The Craft of Travel bases its prices on contracted rates, there will not be any refund for any unused portion of a travel booking. If you cancel while the tour is in progress, there is no refund for the unused portion. Some tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed or the tour cancelled.



**Insurance:** Travel Insurance is not included in the cost of the customer's itinerary. It is the responsibility of each traveller/customer to take out their individual insurance for medical, baggage, cancellation, delays, etc. It is advised that all travel insurance is bought prior to departure and on full payment of the package to The Craft of Travel.

The Customer understands and agrees that if Customer cancels or interrupts Customer's travel for any reason, portions of the trip/tour may not be refunded and the travel suppliers and The Craft of Travel cancellation penalties will apply resulting in the loss of monies up to the full cost of Customer's travel booking and related costs. The purchase of travel insurance is not required to purchase any other product or service offered by The Craft of Travel.

**Rate of Exchange:** Prices are subject to change without prior notice from the principles concerned and are based on the daily rate of exchange which fluctuates continuously.

**Airfares**: The package and cost of the tour may include airline transportation. The airfares are based on special airfares which carry change and cancellation penalties. It is the customer/client responsibility to understand these charges before accepting the itinerary. The Craft of Travel can book airfares to all destinations, the client can inquire for prices.

No air tickets will be issued unless The Craft of Travel receives a clear and scanned copy of the traveller's passport.

Air tickets shall only be issued upon receipt of the appropriate copied pages of the traveller's passport.

Baggage: Each airline's Web site has different rules regarding economy class passengers' carry-on and checked suitcases. Please check in advance, because bags may be checked only to one of Customer's intermediate stops, rather than the destination if: Customer must clear Customs short of the final destination, or Customer is taking a connecting flight involving two airlines which do not have an interline agreement. On Safari only medium sized soft luggage or duffel bags are allowed when flying in small light aircraft as they are limited for space. Strict weight restrictions are applied. Hotels and luggage storage facilities are available at certain airports. It is the traveller's responsibility to understand and read the baggage allocation and restrictions when travelling on safari to African countries.

One average-sized suitcase will be carried on safari; however, Customers who will be traveling by light aircraft on safari must carry medium sized soft luggage or duffel bags when flying sectors in small light aircraft, which have limited space for baggage and a weight restriction to be advised. City hotels store luggage for guests while they are out on safari.

**Visas, Passports, Health:** It is the responsibility of each Customer to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. The Craft of Travel strongly recommends each traveller to consider that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Some countries require the traveller to take certain health precautions, inoculations before being allowed access into the

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country. The Craft of Travel takes no responsibility should the client not adhere to these requirements and regulations. It is the travellers responsibility to ensure they are protected and immunized according to each countries guidelines, rules and regulations. Health matters must be advised by your personal health practitioner.

As of June 2015, Children under the age of 18 must travel with an unabridged birth certificate when entering South Africa. It is the sole responsibility of the traveller to ensure children are travelling with the correct documents.

The Craft of Travel draws your attention to the fact that there are certain inherent risks in traveling to undeveloped areas of the world, where wildlife is prevalent, and safari camps are by their nature remote. Your participation constitutes acceptance at your own risk, which includes, but is not limited to, risks of white-water rafting, kayaking and rafting (for example dangers of rapidly moving water, rocks and other submerged objects and hypothermia), elephant or horseback riding (for example, unpredictable behaviour by the elephants and horses), hiking, walking safaris, downhill or cross-country skiing (for example, equipment failures, ice, or other trail obstructions) and in all trips there are also the ever present dangers of undomesticated and wild animals, inaccessibility to medical attention, and difficulty in evacuation from remote locations in the case of a medical emergency. Customer assumes all such risks regarding these possibilities.

It is the traveller's sole responsibility to seek and take all appropriate medical advice relevant to your health prior to departure as to if you are fit enough to undertake the trip booked. The Craft of Travel shall not be liable for illness, injury or death sustained on a program sold by The Craft of Travel, which is not due to the gross negligence of The Craft of Travel, its officers and employees.

**Force Majeure**: "Force Majeure" means, in relation to The Craft of Travel, any circumstances beyond the reasonable control of The Craft of Travel, including, but without limitation: acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences.

The Craft of Travel shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, due to delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. Should The Craft of Travel and/or any of its travel suppliers, be affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by The Craft of Travel to you because of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although The Craft of Travel shall use its reasonable efforts to reimburse you where possible. However, The Craft of Travel shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to The Craft of Travel of the Force Majeure and applicable cancellation fees.



Regarding civil unrest, once The Craft of Travel has investigated the prevailing situation, as it deems fit, it shall remain in The Craft of Travel sole and absolute discretion whether to proceed with the trip. If, after having made all reasonable and proper inquiries, The Craft of Travel believes the trip may proceed, no refund will be payable to you. You may in such circumstances cancel the trip subject to The Craft of Travel and each supplier's terms and conditions.

**No Copying or Editing:** No material from this Web site may be modified, copied, reproduced, republished, downloaded, posted, displayed, transmitted, performed, licensed, used to make a derivative work, transferred, sold or distributed in any way, without our prior written consent. You may not frame or mirror any material on this Web site on any other server or other location. Unauthorized use of any such material on any other Web site or computer environment or elsewhere is prohibited.

**Reservation of Rights – Changes to These Terms**: The Craft of Travel reserves the right, in our sole discretion, to change these Terms at any time.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Customer and The Craft of Travel with respect to travel bookings made with The Craft of Travel by any means accessing such information, including its Web site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Customer and The Craft of Travel with respect to communications with The Craft of Travel, including The Craft of Travel Web site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**Electronic Communications:** When you use any The Craft of Travel service, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site or through the other means of communication. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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