



### **Cancellations by the client**

Cancellation by the Client must be made in writing and acknowledged by Africa4Us. The day on which the cancellation request is received by AFRICA4US or its Agents will determine the cancellation charge applicable.

- Cancellation more than 30 days before departure – 18,75% + fixed costs of viviTravels.
- Cancellation 8-29 days before departure – 57,5% + fixed costs of viviTravels
- Cancellation less than 8 days – 100% of the quoted tour

### **Cancellations by Africa4us**

Africa4us Pty Ltd reserves the right in any circumstance to cancel a tour due to circumstances beyond its reasonable control. In instances where Africa4us Pty Ltd cannot run a tour we will return all monies paid to the agent in question, which shall constitute the full extent of Afric4us Pty Ltd liability to the client, or Africa4us Pty Ltd will offer the Agent an alternative tour of comparable standard to the Agent.

### **Alterations to Itineraries:**

Although every effort is made to adhere to published itineraries, AFRICA4US Pty Ltd reserves the right to occasionally change routes and accommodation if brought about by changing conditions beyond the control of AFRICA4US Pt Ltd.

Any such changes will be communicated to the client as soon as possible. AFRICA4US Pty Ltd will not be responsible for any compensation to the Client if AFRICA4US Pty Ltd is forced to cancel or change in any way a tour due to unforeseen circumstances such as war, riot, civil unrest, terrorist activity, natural disasters, adverse weather conditions or where the safety of its staff or clients might be in question.

In the unlikely event of a vehicle breakdown that is beyond the control and immediate repair of AFRICA4US Pty Ltd then we will not be responsible for any other costs other than arranging alternative accommodation for the duration of the breakdown, until a replacement vehicle can be provided. AFRICA4US Pty Ltd will not be liable for any repatriation or airfare costs if a breakdown results in such delays.

AFRICA4US Pty Ltd reserves the right to alter the itinerary of a tour to compensate for lost time due to unforeseen circumstances.

### **Authority on Tours:**

The decision of the Driver and/or Tour Leader employed by AFRICA4US Pty Ltd or its service provider will be final on all matters likely to endanger the safety of passengers. AFRICA4US Pty Ltd will not be liable to any Client who commits an illegal or unlawful act in any country we visit. AFRICA4US Pty Ltd reserves the right to expel any Client from a tour in such cases without refund.

If AFRICA4US Pty Ltd considers a client not suitable for a specific tour due to causing inconvenience or annoyance to other passengers, we will request assistance to resolve the matter, failing which could result in AFRICA4US Pty Ltd cancelling the Client's booking without refund.





It is the responsibility of the Client to ensure that they are medically and mentally fit to undertake a tour as set out and explained in the itineraries provided. Any Client with a pre-existing medical condition must declare the true nature of such condition at time of making a booking and make arrangements to ensure the provision of any drugs or other cause of treatment that might be required during the tour. Such clients will need to provide a certificate provided by a medical practitioner that they are fit to travel on our tours.

**Health and Travel Insurance are compulsory on all our tours.**

**Vaccinations:**

AFRICA4US Pty Ltd endeavor to inform the client as far as possible as to any necessary inoculations or vaccinations needed to visit the various countries on a tour, but it remains the responsibility of the Client to ensure they have the necessary Certificates of Vaccinations needed to enter the countries to be visited on their tour(s). AFRICA4US Pty Ltd does not accept any responsibility for any Client being refused entry to any country due to incomplete or incorrect health documentation.

**Baggage:**

All baggage and personal effects are at all times the Client's risk and AFRICA4US Pty Ltd cannot accept any responsibility or liability for the loss, theft or damage to luggage or personal affects that may occur due to unforeseen circumstances beyond the control of AFRICA4US Pty Ltd.

AFRICA4US Pty Ltd strongly recommend that all Clients have travel insurance that will cover damage or loss of any luggage and/ or personal effects, especially digital devices and phones.

**Travel Documentation:**

It is the responsibility of the Client to be in possession of a valid passport, visa permits, letters of authority (in case of minors) and any other required documentation to visit the countries visited on a tour booked, as required by the Government of those Countries for the Nationality of the Client.

Should a Client be refused entry into a Country due to incorrect or incomplete documentation, AFRICA4US Pty Ltd will not be liable for any costs due to delays or repatriation costs for the Client or the Company.

**Insurance:**

Medical and Travel insurance is mandatory for all Clients. Insurance should cover and provide protection for the full duration of the tour to cover personal injury, medical expenses and repatriation, loss of luggage and any expenses associated with cancellation or curtailment of a tour.

If a Client becomes ill on tour, all hospital expenses, doctor's fees and repatriation costs will be for the Client's account. AFRICA4US Pty Ltd will ensure that all possible measures are taken to ensure the safety and health of Clients on tour.

**Liability:**

A Clients booking are accepted on the understanding that the Client appreciates and understands the inherent risks of adventure travel and that the Client undertakes the tours, safari's and activities offered by AFRICA4US Pty Ltd at the Client's own risk.





The Client agrees that AFRICA4US Pty Ltd and its directors shall not be held liable or responsible for the damage to property or injury or illness or loss of life or consequential damages which might occur from any circumstance/ reason beyond the reasonable control of AFRICA4US Pty Ltd or its service providers.

The Client and his/her dependants, heirs, executors, administrators and assigns hereby indemnify and hold blameless AFRICA4US Pty Ltd and its directors, associates, employees, representatives, organizers from any and all claims arising from any circumstance beyond the reasonable control of AFRICA4US Pty Ltd.

#### **Assignment:**

AFRICA4US Pty Ltd shall be entitled to cede and assign its rights and obligations under and in this contract.

#### **Photographs, Video's and Promotional footage:**

The Clients are made aware that the authorized representatives of AFRICA4US Pty Ltd may take photographs and video footage of Clients while on tour with us, and AFRICA4US Pty Ltd reserves the right to use any such material in advertising mediums to promote our tours without obtaining consent and without payment to the Client.

#### **Intellectual Property**

All intellectual property - marketing material, itinerary content, activity lists, photos and videos - provided remains the property of Africa4us and can only be used for promoting Africa4us with the consent of your regional manager.

#### **Third Party Service Providers:**

AFRICA4US Pty Ltd provides Clients with travel and/ or other services either itself or acting as agents for principals engaged in or associated with the travel industry. AFRICA4US Pty Ltd represents such principals as agents only and accordingly accepts no liability for any loss, damage, injury or death which any Client may suffer as a result of any alteration, act or omission on the part of or the failure of such principals to fulfil their obligations, whether in relation to travel arrangements, activity, accommodation or otherwise.

The contract in use by such principals (which is often constituted by the ticket issued by the principal), shall constitute the sole contract between the principal and the Client and any right of recourse the Client may have, will be solely against such principal

#### **Limitation of Liability:**

AFRICA4US Pty Ltd will under no circumstances be liable for any claim whatsoever, unless such claim is due to the gross negligence of AFRICA4US Pty Ltd and such claim is lodged in writing with AFRICA4US Pty Ltd within 30 (thirty) days after the end of the tour. Such liability will be subject to a limitation of R15 000 per Client and under no circumstances will AFRICA4US Pty Ltd be liable for any indirect or consequential loss or damage.

#### **LEGAL FEES**

The Client will be liable for all legal fees on an attorney and client scale in the event that AFRICA4US Pty Ltd has to engage a lawyer to enforce any of its rights or otherwise.





## **CONFIDENTIALITY**

AFRICA4US Pty Ltd undertakes to deal with all Client information on a strictly confidential basis.

## **ENTIRE CONTRACT**

These Conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the clients acknowledges that he/she has not relied on any matter or thing stated on behalf of AFRICA4US Pty Ltd or otherwise that is not included herein.