

Allgemeine Reisebedingungen



1. DEFINITIONS - SUNWAY SAFARIS cc CK 94/39217/23 is hereinafter referred to as "SUNWAY " and the person who accepts the booking by signature is hereinafter referred to as the "CLIENT". This booking and subsequent contract between the client and Sunway shall be deemed to be concluded in the Republic of South Africa, subject to the terms and conditions reflected herein.

2. BOOKING - (a) When SUNWAY send off the confirmation invoice to the applicant, or the travel agent through whom the application was made, the booking shall be confirmed and accepted by SUNWAY. Please note that reservations cannot be made without a deposit. (b) The balance of the fare is due SIX (6) weeks prior to the date of departure. (c) All tours are subject to a minimum of 4 (four) pax travelling, although a tour may be run with fewer at the discretion of SUNWAY.

3. DEPOSITS - A deposit of 20% per person is required when submitting the completed booking form. The deposit is accepted as part of the inclusive fare and will only be refunded if the applicant cannot be accommodated.

4. CANCELLATIONS - Cancellation of bookings by the client must be made in writing and is effective from the date it is received by SUNWAY. The following cancellation fees will be payable by the client:

> 41 days	=	deposit only
41 - 14 days	=	60% of total fare
13 - 0 days	=	100% of total fare

Should a client fail to join a tour or join late or fail to complete a tour, no refund shall be made or liability be accepted by SUNWAY.

5. No refunds shall be made by SUNWAY for any reason whatsoever, and neither will it accept any claims of any nature including consequential damages as a result of any accommodation or other facilities made or becoming unavailable on tour. The client hereby indemnifies and holds SUNWAY harmless in respect of such claim.

6. SUNWAY reserves the right to cancel any tour without prior notification. In such event, all monies paid will be refunded in full which shall constitute the full extent of SUNWAY's liability to the client.

7. AUTHORITY ON TOUR - (a) The client acknowledges that SUNWAY shall appoint a tour leader who shall be in charge of the tour and all matters relating thereto, and the client agrees to comply with the tour leaders' lawful requirements. (b) The client must at all times comply strictly with the law, customs and foreign exchange regulations of all countries visited. (c) The client agrees to comply with SUNWAY's requirements with regard to his conduct and shall not in any way constitute a nuisance to any other persons on the tour.

If any client acts in contravention of the above, SUNWAY shall be entitled to terminate that client's participation on the tour without refund of any monies paid and without liability to SUNWAY or its servants or agents. In these circumstances the client shall at the client's expense and responsibility be obliged to make his own way home.

8. BAGGAGE - (a) Each client is entitled to no more than one (1) suitcase of the soft sports bag kind weighing no more than 12 kilograms. SUNWAY may refuse to carry baggage in excess of the aforesaid. (b) All baggage and personal effects are at all times at the client's risk and SUNWAY cannot accept any liability for any loss of or damage thereto.

9. TRAVEL DOCUMENTS - The client is responsible for ensuring that all necessary documents, passports, visas, health and other certificates and travel documents, including travellers cheques where applicable, are valid and effective.

10. INSURANCE - Travel, medical expenses, baggage, money and cancellation insurance is compulsory on all SUNWAY tours. The client accepts that it is his responsibility to arrange his own insurance.

11. FORCE MAJEURE - During the course of a tour, weather, road conditions, mechanical breakdowns and incidents beyond the control of SUNWAY can influence the performance of a tour. In the unforeseen event of any of these aforementioned events occurring SUNWAY shall provide the use of the vehicle, all camping equipment and crew services. Personal expenses, meals, alternative accommodation and all other resulting costs, including the cost of flying home, are to be borne by the client. We strongly recommend travel insurance.

12. LIABILITY - Note: For the purposes of this clause, the definition of SUNWAY shall include all member(s), employees and agents of SUNWAY.

(a) SUNWAY shall have no liability whatsoever for any loss, including financial loss, arising from loss of and/or damage to any property of any CLIENT, nor for loss of any nature, including financial loss, arising from the death or injury of any CLIENT,

howsoever any such loss, financial loss, damage, injury or death shall arise, including negligence of any degree on the part of SUNWAY. The CLIENT hereby indemnifies SUNWAY against all claims of whatever nature brought against SUNWAY by the CLIENT, the CLIENT'S estate, or family of the CLIENT, including dependants, in respect of any personal injury, death, damage, or loss, including financial loss, of any nature howsoever caused, including negligence of any degree.

(b) Notwithstanding the above, in the event of there being a claim in law against SUNWAY, such claim shall be limited to R50 000-00 (FIFTY THOUSAND RAND) inclusive of capital, interest and costs.

13. PHOTOGRAPHY - SUNWAY reserves the right to make use, without giving any further notice, of any photograph or video produced by SUNWAY, or given to SUNWAY by the CLIENT, without payment or permission.

14. HEALTH - The client acknowledges being aware of the proposed itinerary and that the tour requires a certain level of physical fitness and acknowledges that he is medically fit and able to embark upon the tour.