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BLUECHILLI TRAVEL BOOKING TERMS & CONDITIONS 2016

Blue Chilli Travel C.C. No. 2007/039562/23

1. APPLICATION

- The terms and conditions contained in this document shall apply to the tour booking concluded between "the Company" (Bluechilli Travel) and "the client" in respect of the tour, as more fully described in the tour dossier provided to the client on confirmation of the booking.
- All references in these terms and conditions to "client" shall include references to an agent of the client, with such changes as the context may require.
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2. APPLICABLE LAW AND JURISDICTION

- This booking and subsequent contract shall be deemed to have been concluded in Pretoria, South Africa and shall be interpreted according to the laws of the Republic of South Africa.
- The parties consent to the jurisdiction of the Magistrates Court of Pretoria in terms of the provisions of Section 45 of Act 32 of 1944 as amended but it is specifically agreed that the Company at its instance will have the discretion to sue in the High Court if it deems appropriate.
- Notwithstanding the aforesaid, the client must at all times comply with the laws, customs, foreign exchange, drug and other regulations of all countries visited on the tour.

3. VALIDITY

- Dates, itineraries and prices are valid from 01 January 2016 until 31 December 2016. Beyond 31 December 2016 dates, itineraries and prices are indicative only.

4. THE BOOKING

- The Company reserves the right not to confirm the booking until the full amount set out in the invoice received by the client is paid and has been received by the Company and all the relevant documentation has been signed and completed in full by the client.
- All requested client details must be provided by the client in order for a booking to be confirmed. Necessary details include full names as per passport, date of birth, nationality, passport number, passport issue and expiry, emergency contact details, and any pre-existing medical conditions which may affect a client's ability to complete their travel arrangements. If the client is over 65 years of age, the Company also requires the client to provide a medical certificate or doctor's letter stating that the client is medically fit to take part in the tour.
- The Company reserves the right to decline any booking without outlining its reasons therefore.

5. TOUR PRICE

- All prices and services are correct at the time of printing. All prices, services and departures are subject to change without prior notice.
- The Company reserves the right to alter the published price of any tour due to increasing tariffs, costs and entry fees, fluctuation of exchange rates and any other factor beyond the Company's reasonable control. Such amounts shall be determined at the sole discretion of the Company.
- The Company shall utilise its best efforts to notify clients of changes as soon as possible.
- The land price of the tour includes:

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- all transport listed in the itinerary
- the services of a driver and / or guide
- all accommodation as listed in the itinerary
- meals as listed in the itinerary
- The land price of the tour does NOT include:
 - international or internal flights unless specified
 - airport transfers, taxes and excess baggage charges unless specified
 - visa and passport fees
 - personal travel insurance costs
 - meals other than those listed in the itinerary
 - Kitty as specified in the itinerary
 - optional activities and all personal expenses
 - Items of a personal nature
 - Any items not specifically mentioned in Included items
- The Company records that prices/charges/tariffs in respect of certain activities forming part of the tour are determined in accordance with the public regulations of a particular country and, accordingly, the Company has no control over an increases in such prices/charges/tariffs, including where such increases are implemented during the tour. The Company accordingly reserves the right, in its sole discretion, to increase the relevant prices/charges/tariffs to account for such increases and / or fluctuations.

6. PRICES & SURCHARGES

- The Company reserves the right to impose surcharges up to 28 days prior to tour departure due to unfavourable exchange rates, increases in transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances the Company will be responsible for the first 2% of the additional costs and the client will be responsible for the balance. If any surcharge results in an increase of more than 10% of the tour price the client may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. The Company will not surcharge any booking once full payment has been made.

7. DEPOSIT & PAYMENT

- A non-refundable 25% deposit is required to secure a booking (please note that increased deposit requirements apply for some trips). This amount forms part of the payment for the tour and shall be offset to the total amount charged to the client/agent.
- If the full amount is not paid by sixty (60) days prior to departure, the Company reserves the right to treat the booking as cancelled and the deposit shall be forfeited.
- Clients booking within sixty (60) days of tour departure are required to pay the full amount immediately in order to secure the seat.

8. CANCELLATION BY THE CLIENT

- In the case of a booking cancellation, the Company shall retain the full deposit. A cancellation will only be effective upon receipt of a written confirmation of the cancellation. If a booking is cancelled less than thirty (30) days prior to the tour departure date, then the client is subject to a cancellation fee as follows:
 - 20 – 30 Days: the Company will retain the deposit or 50% of the total booking cost, whichever is greater
 - 00 – 20 Days: the Company will retain 100% of the total paid by the client in connection with the booking



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- Any client joining a tour after the departure date, or not at all, or leaving before the completion of the tour for any reason whatsoever, is not entitled to any refund from the Company, or entitled to claim any costs for any added expenses.

9. CANCELLATION BY THE COMPANY

- The Company reserves the right to cancel a tour at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events, it is not viable for the planned itinerary to take place.
- The Company reserves the right, at any time and for any reason, to cancel the tour on notice to the client. In such event, the Company shall refund the tour price (which includes, for the avoidance of doubt, the non-refundable deposit) to the client. It is recorded that refund of the tour price as aforesaid shall be the Company's sole responsibility to the client, and no claim for any damages, howsoever arising, shall accrue against the Company by reason of a cancellation of the tour.
- The client acknowledges that tours are subject to a minimum booking of four (4) clients (including the client). If the minimum booking number is not obtained, the Company reserves the right to cancel the tour and refund the tour price to the client, in which even the client shall (for the avoidance of doubt) have no claim for any damages against the Company.
- If a tour is cancelled by the Company, the client may transfer amounts paid to an alternate departure date or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside the Company's reasonable control, refunds will be less any unrecoverable costs, and no claim for any damages, howsoever arising, shall accrue against the Company.
- The Company is not responsible for any incidental expenses incurred by the client as a result of the booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

10. BOOKING AMENDMENTS

- If a client wishes to transfer from one trip to another, or to transfer their booking to a third party, the client must notify the Company in writing at least 30 days prior to either the booked tour departure date or the proposed departure date, whichever comes soonest. An administrative fee of ZAR 1000 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If the client notifies the Company less than 30 days prior to said departure date, the refund policy applicable to cancellations will apply.
- Transfers to another departure date outside the current validity period may incur extra charges, should the tour price have increased for the new validity period.
- Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the tour.
- Amendments to any other arrangements made in conjunction with the client's tour will incur a ZAR 1000 administration fee, per booking, per change. This fee is in addition to any charges levied by hotels, ground operators or airlines.
- No amendments to bookings are permitted within fourteen (14) days of tour departure.

11. AGE & HEALTH REQUIREMENTS

- Minimum Age General Policy:** For the majority of the group and overland tours, the minimum age is 16 at the time of travel. All clients under the age of 18 must be accompanied by a parent or legal guardian, or, in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or designee will be responsible for the client under the age of 18's day to day care. For family tours, there is no minimum age requirement.

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- Maximum Age General Policy: For the majority of tours there is no maximum age policy. However, some tours can be physically demanding. A medical certificate or doctor's letter is required in respect of all clients over the age of 65, confirming that they are medically fit to undertake the tour.
- The client accepts that to participate in the tour requires a measure of physical fitness and health and it is the client's obligation to ensure that they are medically fit to embark on the tour. It is the client's responsibility to ensure that he/she obtains proper and detailed medical advice at least 2 months prior to travel for the latest health requirements and recommendations for the destination. Where the client does not do so, and is either not allowed to enter any country, or suffers personal injury or death as a result, the Company has no liability to the client for any cost, loss or damage which he/she suffers, nor will the Company refund to the client the cost of any unused portion of their travel arrangements.

12. ACCEPTANCE OF RISK / LIMITATION OF LIABILITY & INDEMNITY FORM

- The client accepts that all tours are of an adventurous nature and involve an element of personal risk. The tours visit places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. The Company uses information from government foreign departments and reports from its own contacts on the ground in assessing whether the tour should operate. However, it is the client's own responsibility to acquaint his/herself with all possible relevant travel information and the nature of his/her itinerary. The client acknowledges that his/her decision to travel is made in light of consideration of this information.
- The Company and its respective directors, officers, employees, representatives and agents shall not be held liable in any way for any loss or damage of whatsoever nature and howsoever arising (including, but not limited to, the client's or any other person's injury or death, or any loss of or damage to the client's or any other person's property) which the client or any other person may incur or suffer as a result of or arising from the client's participation in the tour and any other activities undertaken on or during the tour. The client irrevocably and forever releases and discharges the Company and its respective directors, officers, employees, representatives and agents from any and all such liability.
- All clients are required to sign an indemnity form on the day of tour departure. In the case of those less than 18 years of age, a parent or legal guardian must sign for them.
- If a client does not sign the indemnity form, the client may not be permitted to join the tour. The client shall not be entitled to a refund or rebate of the tour price or any additional compensation in such instances.

13. PASSPORTS, VISAS & OTHER TRAVEL PAPERS

- It is the client's sole responsibility to ensure that passports, visas, health certificates, proof of vaccinations and any other required documentation are all in order for the countries to be visited during the tour.
- Passports must be valid for six (6) months beyond the duration of the tour.
- The Company shall not be held liable for any consequences, damages or claims if the client prior to commencement of the tour does not correctly attend to the client's documentation and related matters as contemplated herein.
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14. INSURANCE

- Comprehensive travel and cancellation insurance is mandatory on all tours. It is the client's responsibility to ensure that he/she has this insurance in place and the required paperwork to prove such before embarking on the tour. Any resulting consequence of not having this paperwork is the sole responsibility of the client.
- The client acknowledges that his/her travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation.



- It is strongly recommended that travel insurance also covers cancellation, curtailment, personal liability and loss of luggage and personal effects.
- The client acknowledges that the Company shall not be liable for any consequences, damages or loss as a result of the client failing to have the necessary cover.
- Should the client be unable to present proof of such insurance to the Company (on request therefore by the Company), the Company may, in its sole discretion, exclude the client from the tour, and the client shall be liable for the cancellation penalties set out in the these terms and conditions.

15. BAGGAGE

- All baggage and personal effects are at all times the client's responsibility and the Company does not accept any liability for any loss to or damage of any personal effects, howsoever arising.
- The client shall be entitled to one bag of not more than 20 kilograms and a daypack. Should the client require a larger baggage allowance, this can be arranged at the discretion of the Company and on payment of a fee that the Company may levy in its sole discretion. The Company retains the right to refuse excess baggage.

16. FLEXIBILITY & CHANGE OF ITINERARY

- The client appreciates and acknowledges that the nature of this type of travel requires considerable flexibility and that they must allow for alternatives. The itinerary provided for each tour is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.
- While the Company endeavours to operate all tours as described, it reserves the right to change the tour itinerary where necessary.
- Before departure: If a major change is made to an itinerary, the Company will inform the client as soon as reasonably possible if there is time prior to departure. A major change is deemed to be a change affecting at least one day in five of the itinerary.
- After departure: The Company reserves the right to change an itinerary after departure due to local circumstances or events outside of its control. In such a case, the additional costs of any necessary itinerary alterations will be covered by the client. The Company is not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

17. UNFORESEEN CIRCUMSTANCES

- Unforeseen circumstances including but not limited to war, mechanical breakdowns, weather, riots and other unforeseen reasons beyond the control of the Company may cause delays or alterations to the tour. The Company shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these.

18. AUTHORITY ON TOUR

- Tours are run by a driver and/or guide. The decision of the driver/guide whilst on a tour is final on all matters likely to affect the safety or well-being of any person participating in the tour.
- The client must at all times comply with the laws, customs, foreign exchange, drug and other regulations of all countries visited on the tour.
- Should the client be in contravention of any of the above, the driver/guide may direct that client to leave the tour immediately.



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- The client acknowledges that any disruptive, dangerous or potentially dangerous behaviour during the tour shall not be tolerated by the Company, its employees, representatives, agents and/or contractors being so authorised, and reserve the right to exclude the client from the tour at any point therein in such circumstances.
- In addition, the client acknowledges that if he/she is deemed a nuisance to the group or interferes with the well-being or mobility of the group, the driver/guide has the authority to exclude the client from the tour at any point.
- The Company shall not be liable for any costs and/or expenses for the client resulting from exclusion as aforesaid, and the client shall not be entitled to a refund or rebate of the tour price or any additional compensation in such instances. The Company may also elect not to carry that client on any future tours booked.

19. KITTY (OR ACTIVITY PACKAGE)

- On some tours there is a Kitty, in addition to the tour cost. This Kitty covers any activities to be included in the tour; National Park fees; and some restaurant meals. It is usually not a compulsory payment (please note however that on some tours it is compulsory). If the client chooses NOT to pay the Kitty, anything included in the Kitty will be payable by the client whilst on tour.
- The Kitty is to be paid direct to the driver/guide on day of departure, in cash only.
- Kitty prices are subject to change as and when activity prices and / or National Park fees change.

20. OPTIONAL ACTIVITIES

- Optional activities not included in the tour price and/or Kitty do NOT form part of the tour or this contract. The client accepts that any assistance given by the driver/guide or local representative in arranging optional activities does not render them or the Company liable for that activity in any way. The contract for the provision of that optional activity will be between the client and the activity provider.

21. MARKETING

- The client consents to the Company using images of the client taken during the tour for advertising and promotional purposes in any medium the Company may choose. The client grants the Company a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.
- The client further agrees that the Company shall retain copyright over any such photographs and videos taken during the tour and/or used in its brochures and, to the extent necessary, the client hereby assigns copyright in such photographs and/or videos to the Company.

22. PRIVACY POLICY

- Any personal information that the Company collects about a client may be used for any purposes associated with the operation of a tour, or to send the client marketing material in relation to events and special offers. The information may be disclosed to the Company's agents, service providers or other suppliers to enable the Company to operate the tour. The Company will otherwise treat the client's details as private and personal and shall not disclose any details to any other parties.

23. CLAIMS & COMPLAINTS

- If a client has a complaint about his/her tour, they must please inform their driver/guide or local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means, then any further complaint should be put in writing to the Company within thirty (30) days of the end of the tour.



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24. SEVERABILITY

- In the event that any term or condition contained in these Booking Terms & Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

25. UPDATING OF TERMS & CONDITIONS

- The Company reserves the right to update and / or alter these terms and conditions at any time. It is the client's responsibility to be familiar with them. The latest terms and conditions can always be found on the Company website www.bluechillisa.com and will supersede any previous versions.