

General Terms & Conditions – Opentour Africa

How to book:

1. Contact Opentour Africa OTA by email, fax or phone. All enquiries for quotations and bookings will be replied to in writing. Confirmations, amendments and cancellations of bookings must be received by OTA in writing. Please supply as much information as possible when making an enquiry. Special requests must be in writing and OTA will make every attempt to meet those requests. All reservations are subject to our cancellation policy.
2. To confirm a booking we require a 20% non-refundable deposit. Please note that some third parties require full or partial payment in order to secure and confirm space. OTA may therefore require a larger deposit to process the booking. All clients must take out comprehensive travel insurance.
3. Quotations are valid for the dates specified and are subject to adjustment if the services quoted for are not available at the time of booking. Changes to the quotation, requested by the booking Agent, that incur additional costs will be charged to the booking Agent. Prices are also subject to adjustment in the event of changes in government imposed taxes, fuel prices, air fares, hotel charges, tourism levies and/or the introduction of national, regional or local taxes or levies of whatever nature. Prices for the services of subcontractors/third parties may vary, however such changes will be communicated in writing to the booking Agent. Acceptance of the quotation will be regarded as acceptance of OTA's Terms and Conditions of business.

Payments:

1. **Full payment of a reservation is due on or before 42 days prior to date of arrival of the traveller/s, or if booking is made within 6 weeks prior to departure, the total cost of the package must be paid at the time of booking.**
2. **All payments should be made by electronic or telegraphic bank transfer (TT). Advice of payment with the SWIFT code of the transaction is required.**
3. **All prices are quoted net of any financial transaction charges. Bank charges are therefore the responsibility of the booking Agent.**
4. **Payment shall be made in all instances in the currency in which the quotation was accepted or in which the invoice is made out.**

Cancellation Policy:

1. Cancellations are only effective on receipt of written notification.
 2. Cancellation charges will be levied when booking Agent cancels confirmed reservations as follows:
 - The 20% deposit is forfeited if a confirmed booking is cancelled.
 - Cancellations made after the due date for full payment carry a charge, expressed as a percentage of the total booking value, and are as follows:
 - up to 42 days before departure = 30%
 - up to 25 days before departure = 50%
 - 0 to 25 days before departure = 100%
 - Should you fail to take up your booking or tour, or join it after departure or leave it prior to its completion, no refund can be made and no credit will be granted.
- PLEASE note that we do contract the services and accommodation of third parties who have their own cancellation policies that may differ from ours and these must be adhered to. As mentioned some third parties require partial or full payment up front in order to confirm a booking - on cancellation this larger deposit may therefore be forfeited as per the third party's cancellation policies.**

Insurance:

It is a condition of booking that the traveller has comprehensive travel and medical insurance to cover themselves and any travelling dependants/companions for the duration of their trip. This insurance should include cover in respect of, but not limited to, the following eventualities:

- cancellation and curtailment
- emergency evacuation expenses
- medical expenses
- repatriation expenses
- damage / theft / loss of personal baggage, money and goods

OTA, including its representatives, employees and agents will take no responsibility for any costs or losses incurred or suffered by the traveller, traveller's dependants or travelling companions, with regards to, but not limited to, any of the above mentioned eventualities. Should the traveller not be carrying the relevant insurance cover, they may be charged directly by the relevant service providers for any emergency services they require, or may find themselves in a position unable to access such services.

General:

1. The transport, meals, entrance fees, accommodation and other facilities and services that are to be supplied, in respect of any booking or package, are those specifically stated and described in the brochure or packaged itinerary, for which the traveller contracted. Each package requires the organisation of transport, meals, entrance fees, accommodation and/or other facilities and services. OTA has no direct day to day control over its suppliers and accordingly accepts no responsibility for any injury, damage, loss, accident, delay, irregularity and/or inconvenience which may be occasioned by any defect in any object utilised by any supplier for the supply of any service or by an act or omission or negligence of any supplier or its employees or agents.
2. OTA shall not be liable for any loss, damage or expense of any nature whatsoever suffered by the traveller arising from:
 - the loss of or any damage to any property
 - the cancellation or curtailment of any tour
 - sickness, quarantine, weather conditions, war, strikes, riots and/or any other cause of any nature whatsoever, however caused and whether as a result of OTA's negligence or otherwise.

Signed _____ Dated _____

3. OTA accepts no liability for the death of, injury to, loss and/or damage to, any person and/or property arising out of any act or omission of OTA, the supplier, any employee or agent of OTA or any supplier, whether as a result of negligence or otherwise. The traveller shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which the traveller may be entitled under the provisions of the law of the Republic of South Africa for any loss or damage to person and/or property.
4. OTA shall not be liable for any loss, damage or expenses should sickness or an accident interrupt a tour, whether as a result of OTA's negligence or otherwise, and no refund shall be made, either total or partial, of money paid. Travel insurance is required.
5. Travellers shall be solely responsible for complying with the formalities required by police, customs, immigration, health and all other authorities at the point of arrival, departure and whilst in transit, in each and every country. Whilst OTA will endeavor to provide the traveller, prior to departure, with the latest information concerning such regulations and restrictions it shall not be responsible and does not accept any liability for any inaccuracies or omissions in this regard.
6. OTA reserves the right to decline to accept, or to retain, any traveller as a member of any group or on any tour at any time as a result of the non-payment of any amount due in respect of such traveller or if such traveller interferes with any member of any group and/or causes a disturbance or nuisance. OTA also reserves the right to demand and/or claim money from a traveller in respect of their travels should the said monies not have been paid to OTA prior to the traveller's date of travel.
7. All information contained in OTA's brochure and/or itineraries and/or price inserts are to the best of OTA's knowledge correct, however OTA accepts no liability for any inaccuracies contained therein.
8. All travel arrangements, such as flight bookings, reservations of hotel accommodation, reservation of motor transport and the like, made by OTA are subject to the booking conditions and cancellation provisions of the supplier thereof.
9. OTA reserves the right to alter or substitute routes, refreshments, meals, accommodation, itineraries, tours, services, vehicles and/or arrangements should conditions necessitate it. Substitutes of equal value will be offered where possible.
10. If in the opinion of OTA the fulfillment of any tour is considered impossible, illegal or if in OTA's opinion inadvisable because of weather conditions, avalanches, strikes, war, government interference and/or any other cause not arising from OTA's negligence, OTA may at any time cancel such tour or what remains of it or make alterations in the route, accommodation, price and/or any other aspect thereof as it thinks fit, and any losses and expenses resulting from such cancellation or alteration shall be borne by the traveller.
11. Airlines: in the event of cancellation or failure, for any reason whatsoever, to use confirmed space, as ticketed, 25% to 100% of the applicable airfare will be forfeited. A change of reservation will attract a penalty. Extension of ticket validity is not permitted, save when a passenger is hospitalised due to illness or in the event of death of a member of the passenger's immediate family. The airlines concerned are not to be held liable for any act, omission or event during the time the passengers are not on board their planes or conveyance. The passengers' tickets in use by the airline or by the other carriers concerned when issued shall constitute the sole contract between the airlines and the purchaser of these tickets and/or passengers. Please note that some of the flying services are independent charter operations, and they are responsible for the flying.
12. Delays: OTA cannot be held responsible or liable for any delays or additional costs incurred as a result of airlines not running to schedule.
13. Baggage: for safety, and due to space restrictions, baggage in charter aircraft is restricted to a maximum of 15 kgs per person in a soft bag! This includes camera equipment and carry-on baggage.
14. Disabled travellers
- Wheelchairs can be transported on charter flights, however there is often an additional charge due to space restrictions
 - OTA will gladly advise on possible holiday options, however in Africa many remote locations do not offer lifts or ramps.
15. Passports and visas: the onus is on the traveller to ensure that their passports are valid for travel and that they are in possession of valid visas for all countries being visited and that all necessary health certificates for these destinations are in order. OTA, its staff and agents cannot be held liable for any visas, or costs thereof, not obtained by the traveller prior their departure.
16. Departure Taxes: Please note that certain airports and countries charge departure taxes that must be paid in cash on departure by the traveller and cannot be pre-paid. The onus is on the traveller to provide such payments which are often required in US Dollars cash.
17. Health: the onus is on the traveller to ensure that all the required vaccinations and inoculations for the countries being visited have been obtained. Please note that many areas within Africa and the Indian Ocean are malarial and all travellers must consult their doctors before travelling and ensure that all anti-malarial precautions are taken, followed and advised upon at the time of travel.
18. Wild Animals: Many lodges in Africa are not fenced off and the areas travelled to have wild animals. Attacks are rare, but no guarantee can be made that this will not occur. Neither OTA, its employees or agents can be held liable for any injury or incident whilst within a wildlife area.
19. OTA shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to in writing by one of its directors. No representation, term, warranty or condition express or implied shall be considered to be or to have been made or agreed or implied by reference to any other writing, advertisement or conversation.
20. No addition to, variation, or agreed cancellation of these conditions shall be of any force or effect unless in writing and signed by a director of OTA.
21. No indulgence that OTA may grant to any party shall constitute a waiver of any rights of OTA who shall not thereby be precluded from exercising any rights against the traveller which may have arisen in the past or which might arise in the future.
22. Any claim or dispute which may arise between any travellers and OTA including any claim for loss or damage due to injury to person or property shall be resolved by arbitration in accordance with the laws of the Republic of South Africa.
23. In all matters where it is or may become necessary to have recourse to the court, the courts of the Republic of South Africa shall have sole jurisdiction to the exclusions of the courts of any other country and the law of the Republic of South Africa shall prevail.
24. In these Terms and Conditions
- the singular shall include the plural and vice versa.
 - a natural person includes an artificial person and vice versa.
 - OTA means Opentour Africa

Consent:

The payment of a deposit or any other partial payment for a reservation with OTA constitutes consent by all travellers, covered by that payment, to all the terms, conditions and provisions stipulated by OTA.

Signed _____ Dated _____

Terms for booking (details of booking)

Payment:

Cancellation:

Signed _____ Dated _____