



Thalerra Tours Shuttles & Safaris

BOOKING TERMS AND CONDITIONS

INTRODUCTION

These terms and conditions apply to all trips organised by Thalerra Investments Pty Ltd trading as Thalerra Tours Shuttles and Safaris (Registered number 2015/151010/07), Shop No 05, 215 Beyers Naude Drive, Rustenburg 0300, South Africa.

The contract for the supply of any trip is between Thalerra Tours Shuttles and Safaris and the person making the booking.

Your contract incorporates these terms and conditions and by making a booking with us you confirm your acceptance of these terms and conditions to the exclusion of any other terms and conditions which you may seek to apply to the contract.

In these terms and conditions:

“we” or “us” or “our” means Thalerra Tours Shuttles and Safaris and yourself.

“you” means the person making the booking and includes all persons included on the particular booking who will be required to acknowledge receipt and acceptance of these terms and conditions

“Participant” includes you and any other person taking part in the trip

A. BOOKING AND PAYMENT

A.1 YOUR RESERVATION

A.1.1 when you make a booking, we will provisionally reserve your trip on the basis of these terms and conditions. A binding contract between us will come into existence only when we have received your deposit (or if applicable full payment) and send our Confirmation Invoice to you. Prior to doing so, we may send you an acknowledgement of receipt of the deposit. Any such acknowledgement simply indicates that we are dealing with the booking and is not a confirmation of it.

A.1.2 Please check the Confirmation Invoice together with all other documents we send you as soon as you receive them. Contact us immediately if any information which appears on the Confirmation Invoice or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not

notified of any inaccuracies in any document within ten days of our sending it out. Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is good reason why you did not contact us within the above time limits.

A.2 OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES

A.2.1 we reserve the right to alter prices shown in any of our brochures or on our website or in any literature that we send to you and we will inform you of any price changes prior to the issue of our Confirmation Invoice. Once our Confirmation Invoice has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these terms and conditions and we particularly draw your attention to the clause A.2.4 below in relation to surcharges

A.2.2 Deposits are normally 50% of the total cost. Deposits are payable at the time of booking. The balance of the total price must be paid at least 90 days prior to the trip commencing. You will not be confirmed on the trip until we receive the relevant deposit and if the balance is not paid by the due date then we shall have the right to cancel your booking and retain any deposit.

A.2.3 Payment of deposits and final payments can (unless otherwise advised) be made by direct credit transfer into our bank account (details of which will be provided to you upon request) or by debit or credit card. Please note that for payments made by credit and debit card a charge of 3% will be added by us to the amount payable.

A.2.4 Changes in transportation costs (including the cost of fuel) duties, taxes, fees, exchange rates or supplier costs mean that we reserve the right to alter the price of your trip even after the issue of our Confirmation Invoice. No alteration shall be made to the price of your trip within 30 days of the trip commencing. We will absorb and you will not be charged for any increase equivalent to 2% or less of the total price of your trip (excluding any amendment charges). You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 10% of the total price of your trip (excluding any amendment charges), you will have the option of either:-

A.2.4.1 accepting a change to an alternative trip if we are able to offer it. If any alternative trip arrangements are of higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price, or

A.2.4.2 cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of receiving details of our surcharges

If due to changes in costs etc as mentioned above, the price of your trip goes down by more than 2% of the total price (excluding any amendment charges), then any refund due will be paid to you. However, please note that trip arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your trip due to contractual and other protection in place.

B. CHANGES AND CANCELLATION BY US

B.1 IF WE CHANGE YOUR ARRANGEMENTS BEFORE DEPARTURE

B.1.1 we hope and expect to be able to provide you with all the services we have confirmed to you. However given the nature of our trips and their locations, you are expected to be flexible and accommodate the possibility of alternative arrangements having to be made, even at the last minute and without prior notice. Please note that any published outline itineraries are a guide only, do not form a contractual obligation on us and may be subject to change. In the vast majority of cases any changes will be regarded by us as minor changes. However, if we consider them a "Significant Change" we will endeavour to advise you as soon as reasonably possible. A Significant Change includes, purely by way of example, a significant change of destination arising otherwise than as a result of circumstances beyond our control.

B.1.2 In the case of a Significant Change before your departure we will provide you with three alternatives:

B.1.2.1 alternative arrangements of equivalent or of very closely similar standard and price, if available, or

B.1.2.2 alternative arrangements of a lower standard together with a refund of the difference in price; or

B.1.2.3 cancel your trip with a full refund of all monies paid.

In all 3 cases, compensation will be paid as detailed in clause D.1 below unless the change occurs as a result of circumstances beyond our control where clause H.1 will apply.

B.2 IF WE CANCEL YOUR ARRANGEMENTS

B.2.1 In the unlikely event we need to cancel arrangements we will tell you as soon as possible. However we will not cancel your arrangements less than 30 days before the trip commences unless it is for a reason outside our control as provided in clause H.1. If we have to cancel your trip arrangements we will provide you with three alternatives:

B.2.1.1 alternative arrangements of equivalent or of very closely similar standard and price, if available, or

3 B.2.1.2 alternative arrangements of a lower standard together with a refund of the difference in price; or

B.2.1.3 cancel your trip arrangements with a full refund of all monies paid.

Any alternative arrangements or cancellation must apply to all persons included in your booking.

In all 3 cases, compensation will be paid as detailed in clause D.1 below unless the change occurs as a result of circumstances beyond our control (in which case clause H.1 will apply) or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due or where clause B.2.2 applies.

B.2.2 we regret that some of our trips can only be operated if a sufficient number of people agree to take part and pay all sums due. If there is insufficient demand, we have the right to cancel the

trip in question. If we have to do so, we promise we will tell you no later than 30 days prior to the trip commencing. In this situation, you will then have the choice of the options shown in clause B.2.1 together with the option, if possible, of the same trip departing on a different date. Where we cancel for lack of numbers in accordance with this clause B.2.2, no compensation or other amounts (for example, the cost of any flights) will be payable. In the circumstances any flight arrangements should only be made once we have confirmed to you that sufficient numbers have been booked on the trip.

C CHANGES AND CANCELLATION BY YOU

C.1 IF YOU CHANGE YOUR BOOKING

C.1.1 if you want to change your trip in any way you must inform us in writing as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.

C.1.2 where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply an administration charge for each item you want to change as shown in the table below together with any further costs we incur, for example with our suppliers, in making any change

Table of Administration Charges for Changes made by you!

The costs shown are per change and per person and do not include any further costs that we may incur in making the changes or any charges made by our suppliers for such changes Request for change received more than 12 weeks prior to trip commencing	Request for change received less than 12 weeks prior to trip commencing
R500.00	R1000.00