

# EXPLORE PLUS TRAVEL & TOURS

## Booking Terms & Conditions

### PASSENGER DETAILS: PLEASE COMPLETE THE FORM IN CAPITAL LETTERS

Gender	SURNAME (As on passport)	FIRST NAME (As on passport)	PREFERRED NAME (Your nickname)	DATE OF BIRTH

\* **PLEASE NOTE:** Clear passport copies required immediately upon booking

### MAIN TRAVELLER: Contact details & e-mail address:

EMAIL:		TEL NO: (W)	
		MOBILE:	

### SECOND TRAVELLER: Contact details:

NAME:		MOBILE:	
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### NEXT OF KIN: In case of an emergency while you are away on holiday:

NAME & SURNAME:		TEL NO: (W)	
		MOBILE:	

Do you want "eXplore+" to arrange your Visa?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you want "eXplore+" to arrange your insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you travelled with eXplore Plus previously?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Which destination/s:	

DESTINATION: \_\_\_\_\_

DATE OF DEPARTURE: \_\_\_\_\_

YOUR PHYSICAL ADDRESS: \_\_\_\_\_

SPECIAL DIET REQUIRMENTS / ALLERGICS / SPECIAL OCCASION: \_\_\_\_\_

### HOTEL ROOM (preferred room configuration – please mark):

Double	<input type="checkbox"/>	Single	<input type="checkbox"/>	Twin (2 single beds)	<input type="checkbox"/>	Triple (3 single beds)	<input type="checkbox"/>	Triple (double & single bed)	<input type="checkbox"/>
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By signing this booking form, you are deemed to have read, understood, and accepted the eXplore Plus Terms and Conditions and you agree to comply with them. Your signature also means that you have the authority and contractual capacity to act on behalf of and bind the other people whose names appear on this booking form. If you do not have this authority, they must complete their own booking form.

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



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### Booking Terms & Conditions

Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between you ("you" and "your" means all persons named on the booking form) and eXplore Plus Travel & Tours (refers to as eXplore+ in the terms and conditions). We act as booking agents for the suppliers of the component parts of the holiday we organise, and as such, bookings for their services will form a direct contract between you and the relevant supplier and will be subject to that supplier's standard terms and conditions.

#### FORCE MAJEURE

EXPLORE PLUS TRAVEL & TOURS (eXplore+) and/or its agents regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss, or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which the supplier of the service/s in question or we could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, and all similar events outside our control. Advice from a Foreign Office to avoid or leave a particular country may constitute Force Majeure.

#### PAYMENTS

To confirm your chosen holiday, a 30% deposit (group tour deposits might vary) [PLUS relevant tracking permits costs for activities such as the gorilla, chimpanzee, and golden monkey tracking] of the full itinerary cost (or full payment if booking within 7 weeks of the start of your holiday) must be paid at the time of booking. The balance of the holiday cost must be received by us not less than 7 weeks before the start of your holiday. This date will be shown on your booking confirmation. While we endeavour to send reminders, it is ultimately your responsibility to make payment of the balance 7 weeks prior. **We reserve the right to treat the booking as cancelled by you if the balance due is not paid when due.** Deposits will be lost if the reason for cancellation is non-payment. Bookings shall be considered full and paid up once the money reflects in our account.

Prices quoted exclude any financial transaction charges. Please note that you are responsible for the cost of any/all bank charges incurred in any of the payment processes. All payments must be made in the currency in which the quotation was accepted.

#### GENERAL CANCELLATIONS TERMS

Should you or any member of your party need to cancel your holiday once it has been confirmed, the person must immediately advise us in writing. Your notice of cancellation will only be valid when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated by the total cost payable by the person/s cancelling.

You will be liable to pay the following cancellation charges based on the period before the start of your holiday within which written notification of cancellation is received by us:

More than 91 days: 30% (deposit)

90 to 60 days before travel: 50%

59 to 0 days before travel (including after the trip has started): 100%

**Airfare cancellations:** Where booking includes airfare/s and tickets are issued, the relevant cancellation charges are levied by the airline. In some circumstances, this may be 100% of the total fare, regardless of when cancellation is affected. Refund policies of the various carriers vary greatly. Tickets returned to eXplore+ will be presented to the relevant airline for assessment. Should a refund be authorised, such refund will be made to you, after cancellation or



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administration charges have been deducted. Refunds may take up to 12 weeks to process although this time frame cannot be guaranteed by eXplore+.

#### **Cancellation charges for special activity tracking permits:**

If your booking includes a gorilla, chimpanzee, or golden monkey tracking permit (we pay these fees to the relevant authorities to secure the permits once we receive your money) the permit fees with being non-refundable as per the booking rules of the relevant issuing authorities.

By the international policy adopted by tour operators eXplore+ reserves the right to cancel any tour before departure in which event the entire payment will be refunded without any further obligation on the part of the Company.

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#### **PARK FEES & TAXES**

Park Fees, fuel, government taxes & VAT are statutory rates and are subject to change without prior notice at the discretion of authorities. eXplore+ reserves the right to increase the tour prices to cover increases in such fees which are *beyond our control (even after your packages is paid in full)*. Proof/confirmation of any increases that are beyond our control will be shared as confirmation.

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#### **SPECIAL REQUESTS AND MEDICAL CONDITIONS / DISABILITIES**

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. If you or any member of your party has any medical conditions or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

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#### **BEHAVIOUR & DAMAGES**

If eXplore+ considers any client as an unsuitable person for any tour, it may in its absolute discretion, cancel such client's booking or decline to carry such person further. It is your responsibility to ensure that you and the members of your party travelling with you do not behave in a way which causes offence or danger to others or which risks damage to property belonging to others. In such circumstances all suppliers (e.g., hotel managers, airline pilots) and eXplore+ have the right to terminate arrangements made on your behalf, in which case eXplore+ responsibility to you ceases immediately. Therefore, eXplore+ will not be liable for any refunds, payment of compensation or reimbursement of any cost or expenses incurred as a result. Further, you will be liable to reimburse eXplore+ or the supplier for any expenses whatsoever that it incurs as a result of such behaviour.

All baggage including personal items is at all times and in all circumstances at "owner's risk".

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#### **CHANGES / UNSCHEDULED EXTENSIONS**

Should you wish to make any changes to your confirmed holiday, you must notify us in writing. A change of holiday dates and other substantial changes (particularly if 7 weeks or less before the start of your holiday) will generally be treated as a cancellation of the original booking and rebooking in which case cancellation charges might apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays or due to "force majeure" (see above), which is beyond the control of eXplore+, it is understood that expenses relating to these unscheduled extensions will be for your account.

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#### **PROTECTION OF PERSONAL INFORMATION ACT (POPIA)**

eXplore Plus Travel & Tours is fully compliant to the Protection of Personal Information Act (POPIA) as required by South African law. Any personal information you send to eXplore+ will only be used for the purpose intended and to



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enhance your experience on our tours. We will not disclose your personal information to any party which is not part of eXplore+ or its partners who are involved in your booking without consent.

By signing our booking conditions, you confirm that you are the responsible party acting on behalf of the other people whose names appear on this booking form, and you have their consent to send us their personal information. Your details have been added to our database for future product updates and specials. Should you wish to unsubscribe at any point, you will find a link at the bottom of our communications to unsubscribe. Should you like to know more about our POPIA policy please contact us directly.

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## TRAVEL INSURANCE

We consider adequate and appropriate travel insurance to be ESSENTIAL. Your travel insurance must cover death, personal injury, medical expenses, rescue, and repatriation (including the flying doctor service) in the event of medical need/death, cancellation, curtailment and adequate cover for loss or damage to personal belongings (including valuable items such as photographic equipment). eXplore+ will not be responsible or liable if the client fails to take adequate insurance cover or at all. Once the insurance has been confirmed and paid for, the client will be issued with a policy document of the insurer. It is a complex document, which must be READ BEFORE you initiate your travel so that you can address any queries you may have to the insurer BEFORE your departure and please take the documents with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. As we act as a third party (only selling the travel insurance), we therefore not allowed to offer any advice on travel insurance policies wording, cover, etc.

If declining travel insurance offered by us, you're waiving eXplore Plus from any responsibility should anything happen to you whilst travelling.

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## TRAVELLING WITH CHILDREN

New Immigration Amendment Act

The new regulations, effective on 01 June 2015, require that all parents arriving, transiting, and departing from SA produce an unabridged birth certificate for their children. Families not in possession of these documents will be refused to travel. In the case where only one parent is travelling with the children, consent in the form of an affidavit from the other parent registered is required. Alternatively, either a court order granting full parental responsibilities and rights, or a death certificate of the other parent must be produced.

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## PASSPORTS, VACCINATIONS, VISAS & INOCULATIONS

It is entirely the client's duty to ensure that all passports & visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g., for malaria) and the like, where required, have been obtained. Requirements can change, and it is the Clients' responsibility to ensure that they comply with current passport, visa and health requirements and take all necessary documents with them to gain access to any country or region which forms part of the tour. The Client will be solely responsible for any cost, loss or damage which he or the Company incurs as a result of a failure to obtain all necessary passports, visas and/or vaccinations. Please note that anyone travelling abroad is obliged to have a valid passport with a minimum of 6 months validity from the date of return with at least 3 blank pages.

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## TRAVEL DOCUMENTS

Documents (vouchers, itineraries, tickets, etc.) are only prepared for receipt of full payment of the package price. It is essential that you check all details of your travel documents (including your itinerary) when you receive it. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact us immediately. eXplore+ will not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you tour commenced.

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## BREAK-AWAYS & REFUNDS

Except for verifiable extenuating circumstances, refunds are not made for any missed tour services. While it is possible to break away from the planned holiday itineraries, it is understood that such breakaways will be for the passenger's



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account and there will be no refunds under any circumstances for unused services unless prior arrangements have been made with eXplore+. Refunds will not be made for remaining sightseeing trips or meals.

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## COMPLAINS

In the unlikely event that you have any reason to complain, or experience any problems with your holiday while away, you must immediately inform the supplier of the services in question. If you are still dissatisfied, you must notify eXplore+ immediately to enable us to resolve the problem. Failure to give us the opportunity to resolve any problem at the time it occurs may result in either a reduction or complete extinction, of any rights which you may have to claim compensation. If you remain dissatisfied, however, you must write to us within 7 days of your return giving your booking reference and full details of your complaint.

**Physical address:** Opal Crescent, Pebble Rock Golf Village, Kameelfontein, South Africa, 0129



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