



## BOOKING TERMS & CONDITIONS

### HOW TO BOOK:

1. Contact Journey Beyond (JB) by email or phone. All enquiries for quotations and bookings will be replied to in writing. Confirmations, amendments, and cancellations of bookings must be received by JB in writing. Please supply as much information as possible when making an enquiry. Special requests must be in writing and JB 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 commitment fee. Please note that some third parties require full or partial payment to secure and confirm space. JB may therefore require a larger deposit to process the booking. All travellers 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 traveller, that incur additional costs will be charged to the traveller. 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 sub-contractors/third parties may vary, however such changes will be communicated in writing to the traveller where possible. Acceptance of the quotation will be regarded as acceptance of JB's Terms and Conditions of business.

### PAYMENTS:

Payment can be made by electronic transfer directly into our account or by credit card. Journey Beyond accepts all major credit cards i.e., Master Card, Visa and American Express. For credit card payments we will send a link. If you choose to pay by credit card, Journey Beyond will have to convert the USD/EUR payment into South African Rand at the bank selling rate of exchange on the day payment is processed. This is a requirement of South African foreign exchange regulations. **Credit card payments may incur a card fee which your travel designer will share with you.**

### PAYMENT REQUIREMENTS AND CANCELLATION POLICIES

It is very important that you are aware of our payment and cancellation policy, which comes into force as soon as a booking is made definite.

#### Standard Journey Beyond Payment terms:

1. We require a 20% non-refundable commitment fee.
  2. If flights are booked through Journey Beyond, we will require 100% of the flight costs.
  3. Final balance is due 42 days prior to travel, unless specified differently in your quotation.
- (All properties have their own sets of booking and cancellation terms and conditions. These will be shared in your quotation.)



### **Standard Journey Beyond Cancellation terms**

1. Cancellations are only effective on receipt of a written cancellation.

### **Cancellation charges will be levied when travellers cancel their confirmed reservations as follows:**

1. The traveller's 20% commitment fee is forfeited if a confirmed booking is cancelled. Cancellations made within the following number of days before travel date will be charged cancellation fees expressed hereunder as a percentage of the total booking value, and are as follows:

- ✓ within 46 - 75 days = 25%
- ✓ within 31 - 45 days = 50%
- ✓ within 30 days = 100%

**IMPORTANT TO NOTE:** We contract services and accommodation of third parties who have their own payment and cancellation policies. These policies may differ from ours and must be adhered to. All parties will require a partial or full payment upfront to confirm a booking. On cancellation, this larger deposit may therefore be forfeited as per the third party's cancellation policy.

### **Please note that Peak Season and Festive Season cancellation policies are stricter.**

- ✓ It is very important to be aware of the cancellation policy, which comes into force as soon as a booking is made definite.
- ✓ Cancellations are only effective on receipt of a written cancellation.

### **Cancellation charges will be levied as follows:**

- ✓ The Journey Beyond 20% commitment fee is forfeited if a confirmed booking is cancelled.
- ✓ Cancellation fees in accordance with the Terms & Conditions as per Hotel/Lodge will be forfeited.
- ✓ All flights booked via Journey Beyond will be submitted to the airline for a refund (that is if the fare class permits a refund) and refunded to you once we have received the refund from the airline. For refundable tickets, the airline may charge a handling fee as per their fare terms.

### **For OUT OF SEASON BOOKINGS**

- ✓ Please refer to each policy shown in your Journey proposal. Should there be none, the standard Journey Beyond Payment and Cancellation policies will be applied.

### **For PEAK SEASON AND FESTIVE SEASON CANCELLATION POLICIES**

- ✓ Please refer to each policy showed in your Journey proposal. Should there be none, the standard Journey Beyond Payment and Cancellation policies will be applied.

### **DISABLED TRAVELLERS**

- ✓ Wheelchairs can be transported on charter flights, however there is often an additional charge due to space restrictions. We will need to know well in advance should you be travelling with a wheelchair.
- ✓ JB will gladly advise on possible holiday options, however in Africa, many remote locations do not offer lifts or ramps.



### **INSURANCE:**

In addition to the insurances, and as a result of being a Bonded Member of SATSA, JB has Liability Insurance, however, 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 exposures:

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

Journey Beyond, 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 will be charged directly by the relevant service providers for any emergency services they require or find themselves in a position unable to access such services.

### **IN 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. JB 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. JB 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 JB's negligence or otherwise.
3. JB 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 JB, the supplier, any employee or agent of JB 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.

# JourneyBeyond

4. JB shall not be liable for any loss, damage or expenses should sickness or an accident interrupt a tour, whether as a result of JB'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 JB will endeavour 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. JB 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. JB 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 JB prior to the traveller's date of travel.
7. All information contained in JB's brochure and/or itineraries and/or price inserts are to the best of JB's knowledge correct, however JB 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 JB are subject to the booking conditions and cancellation provisions of the supplier thereof.
9. JB 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 JB the fulfilment of any tour is considered impossible, illegal or if in JB's opinion inadvisable because of weather conditions, avalanches, strikes, war, government interference and/or any other cause not arising from JB's negligence, JB 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: JB 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 12kgs per person in a soft bag! This includes camera equipment and carry-on baggage.
14. 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. JB, its staff and agents cannot be held liable for any visas, or costs thereof, not obtained by the traveller prior their departure.
15. Departure Taxes: Please note that certain airports and certain 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.
16. 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 of travel within Africa and the Indian Ocean are Malaria areas 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.
17. Wild Animals: Many Lodges in Africa are not fenced off and the areas travelled do have wild animals. Attacks are rare, but no guarantee can be made that this will not occur. Neither JB, its employees nor agents can be held liable for any injury or incident whilst within a wildlife area.
18. JB 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.
19. 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 JB.
20. No indulgence that JB may grant to any party shall constitute a waiver of any rights of JB 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.
21. Any claim or dispute which may arise between any travellers and JB 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.
22. 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.



23. In these Terms and Conditions

- ✓ the singular shall include the plural and vice versa.
- ✓ a natural person includes an artificial person and vice versa.
- ✓ JB means Journey Beyond (Pty) Ltd

**CONSENT:**

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