

**TERMS AND CONDITIONS – GAME LODGE  
DESTINATIONS – LUXURY AFRICAN SAFARIS**



1. The client who signifies his acceptance of a booking does so on behalf of himself and persons under his/her authority, which means that all are bound by these terms and conditions ("these terms") of **GAME LODGE DESTINATIONS** as if they had individually made the application themselves.

2. All estimates or quotations provided by, or bookings made with **GAME LODGE DESTINATIONS** are subject to these terms.

3. A non-refundable deposit of 50% for **LAND** arrangements cost, plus the full amount including taxes for air travel portion, for each person is required when booking. This booking fee is accepted as part of the inclusive fare as specified in the Booking Confirmation Form ("the cost") and will only be refunded if the application cannot be accommodated.

4. The full amount due by the client to **GAME LODGE DESTINATIONS** shall be payable not less than twelve weeks prior to the date of departure. If the full amount is not paid in due time, **GAME LODGE DESTINATIONS** reserves the right to treat the booking as cancelled. Bookings made within twelve weeks of the departure date must be paid in full immediately.

5. Should the client amend the booking at any stage, either in the form of a date change, itinerary amendment or any other change whatsoever, **GAME LODGE DESTINATIONS** reserves the right to charge an amendment fee per person per booking of R500.00, this is over and above the tour cost.

6. If a booking is cancelled, then, over and above such cancellation fees as each airline may charge and for which the client will be liable, the following will apply:

6.1 **GAME LODGE DESTINATIONS** shall retain the full deposit but any amount paid in excess thereof will be reimbursed to the client;

6.2 less than 90 days before departure, **GAME LODGE DESTINATIONS** shall retain the full deposit and a cancellation fee will be payable equal to 70% of land arrangements plus the full amount of the air ticket.

6.3 Less than 60 days prior to departure **GAME LODGE DESTINATIONS** shall retain the full deposit and a cancellation fee will be payable equal to 80% of the land arrangements plus the full amount of the air ticket.

6.4 Less than 45 days prior to departure **GAME LODGE DESTINATIONS** shall retain the full deposit and a cancellation fee will be payable equal to 100% of total safari costs, plus full amount of the air ticket.

6.5 **GAME LODGE DESTINATIONS** who reserves the right to and shall be entitled to cancel any tour or product sold prior to departure, **GAME LODGE DESTINATIONS** shall be obligated to refund all amounts received by it and the client, who shall have no further claim of any nature whatsoever against **GAME LODGE DESTINATIONS** arising out of such cancellation.

7. Should a client fail to join a tour, or fail to use the accommodation/services booked by **GAME LODGE DESTINATIONS** or on their behalf, for any reason whatsoever, no refund or liability will be accepted by **GAME LODGE DESTINATIONS**.

8. **GAME LODGE DESTINATIONS** provides clients with travel and/or other services either itself or acting as agents for

principals engaged in or associated with the travel industry, such as airlines and transport companies. **GAME LODGE DESTINATIONS** represents such principals as agents only and accordingly accept no liability for any loss, damage, injury or death which any client may suffer as a result of any act or omission on the part of or the failure of such principals to fulfill their obligations, whether in relation to travel arrangements, flights, transfers, tours, accommodation or otherwise. The contract in use by such principals (which is often constituted by the ticket issued by the principal), shall constitute the sole contract between the principal and the client and any right of recourse the client may have, will be solely against such principal providing the service.

9. Cancellation, medical & fully comprehensive repatriation insurance is **COMPULSORY** for all **GAME LODGE DESTINATIONS** bookings, and it is the client's responsibility to arrange such insurance. It is strongly recommended that clients also take out insurance to cover emergency travel and accommodation, lost baggage and any other cover the clients deems fit. Other than compulsory insurance, the decision which insurance cover he/she obtains is solely the responsibility of the client.

10. The client acknowledges that the cost (see above clause (3) and itinerary specified in the Booking Confirmation Form, may be varied by **GAME LODGE DESTINATIONS** from time to time, without notice to the client, at the discretion of **GAME LODGE DESTINATIONS** and provided the itinerary and price is not substantially different from the itinerary that the client anticipated enjoying, the client shall not be entitled to cancel the contract. Fare increases may occur *inter alia* due to any increase in Government VAT increase, airline tariffs, fuel costs, game reserve fees, or fluctuation of exchange rates. **GAME LODGE DESTINATIONS** reserves the right to re-cost the fare and raise a surcharge. Should any clients refuse to accept and pay such surcharge, **GAME LODGE DESTINATIONS** reserves the right to cancel the tour and retain full payment.

11. Should the client have been quoted in foreign currency, your quotation will be converted to South African Rand prior to the transaction being processed due to foreign exchange regulations by the **SOUTH AFRICAN RESERVE BANK**. The rate of exchange on the day that the transaction is processed will be used to determine the equivalent Rand amount with any resulting foreign exchange differences or bank charges being for the client's account. The South African Reserve Bank prohibits South African companies from taking foreign payments and keeping the payment in foreign currency. The payment has to be converted to South African Rand before it is credited to the recipient.

12. The client acknowledges that it is solely his/her responsibility to ensure that he/she is in possession of the necessary travel documents that may be required in respect of the proposed tour and itinerary as well as all health and other certificates that may be required from time to time. **GAME LODGE DESTINATIONS** will endeavour to assist the client but such assistance will be at **GAME LODGE DESTINATIONS** discretion and the client acknowledges that in doing so, **GAME LODGE DESTINATIONS** is not assuming any obligation or liability and the client indemnifies **GAME LODGE DESTINATIONS** against any consequences of non-compliance.

13. It is recorded that the contract may contemplate a tour /journey to an area(s) where the client may be exposed to danger and the client has agreed to execute a waiver of rights against **GAME LODGE DESTINATIONS**, its principals and others as an integral part of these terms. The client (which shall be deemed to include the heirs, executors, administrators or assigns of the client) does hereby irrevocably waive and abandon all and whatsoever rights which the client may have against **GAME LODGE DESTINATIONS**, in consequence of any

loss, damage, injury, death or otherwise of whatsoever nature and howsoever arising which may be sustained directly or indirectly by the client in consequence of any act of omission or commission by **GAME LODGE DESTINATIONS** or other in consequence of the conclusion of the contract and the client undertaking the tour / journey contemplated in the contract (which will comprise of these terms and the Booking Confirmation Form). In no way derogating from the foregoing, the client hereby indemnifies, holds harmless and absolves **GAME LODGE DESTINATIONS**, its principals or others, from all and whatsoever claims which may be tenable by the client as aforesaid, irrespective of the nature thereof and howsoever arising.

14. The client agrees that he/she will at all times comply with **GAME LODGE DESTINATIONS** or others requirements in regard to his/her conduct and he/she will not in any way constitute a nuisance to any other passenger on the tour.

15. I (The Client) realize that certain of the activities may attract certain risks or dangers which will require of me (and all person under my authority) to be in good physical and mental condition, and I warrant that I (and all person under my authority) am in such a condition, having checked with my medical practitioner. I and all persons under my authority, further agree to obey at all times, any warning notices and instructions of the resort/hotel or operators management and or person in charge of the activity.

16. When the client is travelling with persons under his/her authority, he/she warrants that he/she is authorised to bind every member to the terms of the contract.

17. These terms constitute the entire terms of the relationship between the parties. There exists no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship, and the client acknowledges that he/she has not relied on any matter or thing stated on behalf of **GAME LODGE DESTINATIONS** or otherwise that is not included herein.

18. Clients, who have special requests, must specify such requests to **GAME LODGE DESTINATIONS** in the Booking Reservation Form. Whilst **GAME LODGE DESTINATIONS** will always endeavour to accommodate such requests, it does not guarantee that it will always be possible.

19. No amendment cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the client and a duly authorized representative of **GAME LODGE DESTINATIONS**.

20. No refunds will be considered in any circumstances whatsoever, although **GAME LODGE DESTINATIONS** may, in its sole discretion, consider a partial refund in the event of death or serious illness of the Client.

21. All expenses (hotel accommodation, cancellation fees etc.) in relation to unscheduled extension/amendment caused by flight delays, bad weather, strikes or any other cause which is beyond the control of **GAME LODGE DESTINATIONS**, will be for the client's account. Extra expenses incurred as a result of a separation from tour, shall be for the clients account, and unused services will not be refunded.

22. **GAME LODGE DESTINATIONS** will under no circumstances be liable for any claim whatsoever, unless such claim is due to the gross negligence of **GAME LODGE DESTINATIONS** and such claim is lodged in writing with **GAME LODGE DESTINATIONS** within 30 (thirty) days after the end of the tour. Such liability will be subject to a maximum limitation of ZAR3 000.00 per Client and under no circumstances will **GAME LODGE**

**DESTINATIONS** be liable for any indirect or consequential loss or damage.

23. Any payments due by the Client will incur interest from the due date at a rate 2% (Two percentum) above the prime rate charged by **GAME LODGE DESTINATIONS** bank.

24. South African law and the jurisdiction of South African courts will govern the relationship between the Client and **GAME LODGE DESTINATIONS**.

25. The Client will be liable for all legal fees on an attorney and own client scale in the event that **GAME LODGE DESTINATIONS** has to engage a lawyer to enforce any of its rights or otherwise.