

FindSATours' TERMS & CONDITIONS

VALIDITY OF QUOTATIONS & COSTINGS:

All quotations are valid for the specific itinerary and time period, unless otherwise specified. **FindSATours and members** (herein after referred to as FindSATours) however reserves the right to increase the tour price if we are subjected to any unforeseen increases in accommodation and any other related tariffs as quoted, without prior notice. Furthermore, we reserve the right to implement a surcharge, without prior notice, should we be subjected to any exchange rate fluctuations.

AVAILABILITY & ACCEPTANCE OF QUOTATIONS:

A quotation does not guarantee the availability of services quoted on, unless otherwise specified. Only once FindSATours has received your written acceptance of the specific quotation, will provisional reservations be requested. If, however, any of the accommodation establishments or services included in the quotation are not available alternative accommodation will be suggested and upon approval the necessary provisional bookings will be made.

PAYMENT:

Once all pre-booked services are accepted in writing by the client, a 25% non-refundable deposit is payable to secure all reservations. 50% payment for any holiday and/or service is payable two months before the departure date unless otherwise specified. Full payment is payable no less than one calendar month before the start/due date of the tour or service. In the event that we do not receive payment as requested, all services booked on the client's behalf shall be released, thus indemnifying any further obligations to the client. FindSATours reserves the right to pass on any charges relating to returned cheques and credit card charge back to the client.

Credit card payment to FindSATours or any of the agents of FindSATours is subject to the terms and conditions of the relevant Credit Card Company or bank. Read these terms and conditions at XXXXXXXX

The credit card payment on the website is a secure service as recommended by the commercial bank of FindSATours. All care is taken, under the South African Law, to ensure the privacy of clients and the secrecy of details are protected.

ALTERATION & CANCELLATION BY CLIENT:

Any alterations after payment is received for a confirmed booking will be treated as a cancellation and rebooking and the cancellation charges set out under "CANCELLATIONS BY CLIENT" will be payable.

ALTERATIONS BY THE COMPANY:

Although FindSATours makes every effort to ensure that published descriptions are correct; it does not own or operate airlines and other suppliers and cannot control or prevent changes. FindSATours therefore reserves the right to change the description of any flight and/or ground service before you book, in which case you will be told before a

confirmation invoice is issued. Alterations to bookings of this kind are infrequent. Although under no obligation to do so, FindSATours will endeavour to notify all changes before departure if it is practicable to do so. No compensation is payable by FindSATours in such cases. Should a schedule change occur to your itinerary after full balance of payment is received, the relevant supplier's decision will be final and FindSATours amendment charges may apply.

CANCELLATIONS BY CLIENT:

All cancellations must be made in writing and will be subjected to cancellation fees as detailed below. In certain cases cancellation charges, if incurred involuntarily, will be covered by travel insurance taken out at the time of booking. All cancellations are also subject to the individual cancellation policy of each service provider used. Therefore, if they differ from our conditions, their cancellation penalties will be read in conjunction with those stated below by FindSATours. If a client fails to join a tour, or joins it after departure, or leaves it prior to its completion, no tour refund will be made.

From confirmation to 31 days: 25% of total tour price
From 30 days to 15 days: 50% of total tour price
From 14 days to 7 days: 75% of total tour price
From 6 days to 0 days: 90-100% of total tour price

In cases where payment has been made by credit card, the amount refunded will be as above less the bank fees payable by FindSATours to the relevant credit card supplier, bank or service provider.

CANCELLATION BY THE COMPANY:

In the unlikely event that a booking has to be cancelled before departure for any reason other than non-payment by the client, then the client will be offered the choice of purchasing another arrangement from FindSATours, with the price difference payable/refundable as appropriate, or of receiving a full refund of all monies paid to FindSATours (except insurance premium and any amendment fees from suppliers). In addition, unless the cancellation has been caused by "force majeure" compensation will be paid according to the good will of the supplier used.

PRICING POLICY:

All fares and other information displayed on our website are subject to availability. While every effort is made to avoid surcharges, the right is reserved to pass on any cost increase levied by the suppliers.

RESPONSIBILITIES OF THE COMPANY:

(A) ACCOMMODATION, DAY TOUR SCHEDULED TOURS & CAR HIRE BOOKINGS: In consideration of the fact that FindSATours acts only as a booking agent, FindSATours has no liability whatsoever for any aspect of the arrangements and, in particular, has no liability for any loss, personal injury or death however incurred.

(B) SELF-DRIVE/FLY-DRIVE PACKAGES: If any part of the package you book with FindSATours is not as described and does not reach a reasonable standard, or if you suffer personal injury, illness or death as a result of any improper performance by FindSATours of

the obligations it owes to you under this contract, FindSATours will pay you reasonable compensation taking into account all relevant factors including the invoice price of your package, any steps it was reasonable for you to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected your enjoyment of the package. However, this acceptance of liabilities is subject to the following qualifications:

- FindSATours will not be liable to pay you any compensation if the deficiency, personal injury, illness or death concerned does not result from any fault on the part of FindSATours or its suppliers, but is caused by your own acts and/or omissions, by the acts and/or omissions of a third party (excluding one of FindSATours suppliers) or by circumstances which neither FindSATours nor its suppliers could have anticipated or avoided even exercising all due care.
- It is a condition of the payment of compensation that you notify FindSATours of any complaint or claim strictly within 14 days of returning from your holiday (if not before).

VISAS AND HEALTH REQUIREMENTS:

All travellers must be in possession of all necessary visas and health requirements. FindSATours takes no responsibility for persons having the incorrect travel documentation.

TRAVEL INSURANCE:

FindSATours strongly recommends travellers to purchase adequate travel insurance.

DEPARTURE TAXES:

In some cases departure taxes must be paid locally and these are payable to the Government of the country departed and are non-refundable.

FORCE MAJEURE:

FindSATours regrets that we cannot accept liability and no compensation will be payable if the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to *force majeure*. *Force majeure* includes any event, which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid such as war or threat of war, civil strife, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, terrorist activity, governmental action and all similar circumstances beyond our control.

COMPLAINTS:

If a problem occurs, whilst on holiday, you must inform the relevant supplier (e.g. hotel, tour operator, car rental company, airline) immediately so that the matter can be put right. If the supplier cannot resolve the problem to your satisfaction, at the time, you must also contact FindSATours so that we are given the opportunity to help. Failure to take these steps will hinder FindSATours' ability to resolve the problem and/or investigate it fully and in consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

BEHAVIOUR:

It is your responsibility to ensure that you and the members of your party 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 FindSATours have the right to terminate arrangements made on your behalf, in which case FindSATours responsibility to you ceases immediately and there can be no refunds, no payment of compensation and no reimbursement of any cost or expenses you may incur as a result. Further, you will be liable to reimburse FindSATours for any expenses whatsoever it incurs as a result of your behaviour.

VALIDITY OF INFORMATION & PRICES:

FindSATours has endeavoured to include accurate and up-to-date information on the website. However, should a supplier change any of its information and/or pricing, FindSATours will not be held responsible for any repercussions pertaining to these unforeseen changes.

SPECIAL REQUESTS

If you have any special requests, FindSATours will ensure that these are implemented as far as possible. However, FindSATours cannot be held responsible if the supplier does not meet these requests.

SUPPLIERS' CONDITIONS:

Please note that, as between you and any of the suppliers whose services form part of your booking, the suppliers' standard terms and conditions will apply. This is particularly important in the case where FindSATours acts only as a booking agent between you and the relevant suppliers. The suppliers' standard conditions may limit or exclude liability, often in accordance with international conventions. Copies of these conditions may be requested in writing, but up to 28 days must be allowed for delivery.

MEET AND GREET AGENTS, GUIDES AND DRIVERS:

All the guides used by FindSATours are registered guides for the area in which they will operate as required by Law. The named law is the Second Tourism Amendment Act, Act 70 of 2000, and as it may be amended in future. These guides are all part of The Collective and have a vested interest in the success of your tour. So do not hesitate to tell them if there is something they can do to make your tour even more memorable. Any driver or guide transporting guests will have the necessary driver's license and Professional Driver's Permits as required by law. Specialist guides have been selected from The Collective to give guests the best information on the selected topic of the tour. Although FindSATours will strive to supply a guide with the relevant foreign language competency, other than languages spoken in South Africa, it may be necessary from time to time, depending on the availability of appropriately qualified guide, to supply only an English speaking guide. Meet and Greet agents will assist the relevant tourist at the place where the meet and greet takes place, by supplying the necessary documents and help as required. All drivers used by FindSATours are experienced and highly qualified individuals and must be treated as such.

GENERAL CONDITIONS:

Any special conditions implemented by a supplier must be read in conjunction with the 'Terms & Conditions' stated here by [FindSATours](#).