

Century Safaris

Terms & Conditions

1. Reservations and payments

- 1.1 Reservations can be made by contacting Century Safari's, hereafter referred to as the "Company," through the central reservation's office in Hoedspruit, South Africa.
- 1.2 We require full pre-payment for domestic flights, rental cars and activities, and 30% deposit on the difference, in order to confirm your travel arrangements (subject to certain of our suppliers payment policies being more stringent than ours; some suppliers and operators require a deposit of up to 50%).
- 1.3 Safaris, accommodation or holiday arrangements are booked and confirmed only on receipt of your deposit. This advance payment is due within seven (7) days of confirming the arrangements. There shall be no binding contract until the advance payment has been received by the Company. Failure to remit your advance payment on time will result in an automatic change of status of any confirmed space to a provisional basis and the possible inability to reinstate your reservation.
- 1.4 When the Company receives your advance payment, the booking will be confirmed and as such noted on your Quote Document. The deposit shall be deemed to constitute acceptance and confirmation of the booking. Your wire transfer authority or credit card authorization will act as your receipt.
- 1.5 If the Company is not making your complete travel arrangements for you, it will be necessary to furnish us with a copy of the confirmation of your transportation arrangements before we confirm our portion of your travel plans. The Company cannot be liable for any penalties or losses incurred as a result of voluntary or involuntary changes to transportation schedules.
- 1.6 The balance is due no later than forty five (45) days prior to commencement of the program. If the balance has not been received by that date, the Company shall be entitled in its discretion to treat your reservation as cancelled, and consequently to forfeit such part of the advance payment as determined solely by the Company.
- 1.7 Any reservation made within forty five (45) days of commencement of a program may be accepted provided space is available, payment in full is received, and provided that documents can be delivered prior to departure.

- 1.8 The Company will not provide tickets, coupons, vouchers or documents until full payment has been received.
- 1.9 The Company will not accept responsibility for wire transfer and/or overnight mail charges.
- 1.10 No client will be permitted into the field without payment in full being received by the Company.
- 1.11 Special airfares are capacity controlled and often sold out months in advance. In addition, many accommodations offered by the Company have limited capacity. It is essential to make reservations well in advance to ensure your preferred arrangements.

2. Cancellations and refund policy

- 2.1 Any cancellation of a booking must be in writing and shall only be effective upon its acknowledged receipt by the Company. Depending on how many weeks in advance your cancellation is made, a certain amount of cancellation charges will be levied. The scale of charges, expressed as a percentage of the tour price, is as follows:
- More than 10 weeks notice; 30% cancellation charge.
 - Ten weeks to six week's notice; 50% cancellation charge.
 - Less than six weeks' notice; 100% cancellation charge.
- 2.2 Even though our standard refund policy is as described in section 2.1 above, please note that there might be exceptions to these rules; subcontractors may have more stringent refunding rules, economy airline tickets may be non-refundable, etc. In these cases, the Company will need to oblige to these rules and will only refund what is possible.
- 2.3 If you are a "no show," the Company shall be entitled to treat your reservation as cancelled without having given the Company any notice, and the provisions of Paragraph 2.1 shall apply. (Please note that if the reason for cancellation falls within the terms of any holiday insurance policy held by you, such charges will normally be refunded by the insurance company, subject to the terms of the insurance).
- 2.4 Any request to amend or change a booking once it has been confirmed may be accommodated subject to space availability. If the Company is able to assist, an administrative fee of \$50 per change will be assessed. These fees will be added to your final invoice.

- 2.5 No refunds are given:
- for lost travel time or substitution of facilities,
 - for itineraries amended after departure,
 - for circumstances arising beyond the Company's control, necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of your program,
 - if you do not appear for any accommodation, service, sightseeing or trip segment without notifying the Company,
 - if you leave your program after it has begun, or miss any scheduled sightseeing, activities, meals or accommodations
 - if you suffer loss of services or inconvenience as a result of travelling without the correct documentation, including passports, visas and inoculation certificates.

- 2.6 Please note that it's the client's responsibility to take out travel insurance as stated on all correspondence.

3. For your information

- 3.1 The information contained on this site is an invitation to do business and not an offer. Century Safari's act herein as agents for our respective business partners and therefore any agreement resulting from the acceptance of an order is deemed to be an agreement between the relevant business partner and yourself.
- 3.2 The Company acts as booking agent for hotels, safari lodges, guesthouses, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services abroad. Each of these companies is an independent corporation with its own management and is not subject to the control of the Company, including, but not limited to, various ground operators.
- 3.3 All bookings like those described above are accepted by the Company, as agent for independent ground operators. The transportation, accommodations and other services provided by the ground operators are offered subject to their terms and conditions. Because the Company does not have the right to control the operations of the independent operators and their suppliers, **it cannot be liable for any personal injury or property damage** which may arise out of these services. The Company reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain as a member of any program any person at any time, and to pass on to program members any expenditure incurred by delays or events beyond its control. In case of any appreciable variation in its cost, the Company reserves the right to adjust its rates.

4. Risks

- 4.1 The Company draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips sold by the Company. The Company will ask you to acknowledge this warning and also to release and hold harmless the Company from any damages that may result.
- 4.2 It is your sole responsibility to take all appropriate medical advice prior to departure as to whether or not you are fit enough to undertake the trip booked. The Company shall not be liable for illness, injury or death sustained on a program sold by the Company which is not due to the gross negligence of the Company, its officers, employees, authorized representatives or agents whomsoever.

5. Force majeure

- 5.1 "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions or other unexpected occurrences).
- 5.2 If the Company is affected by Force Majeure it shall forthwith notify you of the nature and extent thereof.
- 5.3 The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.
- 5.4 If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by the Company to you as a result of the non-performance of any of the Company's obligations hereunder shall remain in its sole and absolute discretion although the Company shall use its reasonable endeavours to reimburse you where possible. However, the Company shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to the Company of the Force Majeure.
- 5.5 Regarding civil unrest, once the Company has investigated the prevailing situation as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, the Company is of the opinion that the trip may proceed, no refund will be payable to you and the provisions of Paragraph 2 shall apply.

6. Insurance

- 6.1 The Company strongly recommends that clients obtain the following types of insurance which are commercially available: Accidental death and disability, Emergency medical evacuation, Trip cancellation, Major Medical and Loss of personal effects.

7. Surcharges & exchange rates

- 7.1 The company cannot be held liable when, through circumstances beyond our control, a third party supplier imposes a price increase on their product/s after the client has paid any monies toward such services. However, the company shall act in the interests of the client to ensure any such surcharge be not applicable to the client or that the client be given the option of canceling the arrangement without penalty or prejudice to the client or the company. It should be noted that such situations are extremely rare.
- 7.2 When credit card payments are processed, the exchange rate is based on the mid market rate as displayed on <http://www.xe.com/> on the day of transaction of payment.

8. Terms and conditions

- 8.1 These terms and conditions govern the relationship between the Company and you, to the total exclusion of any other terms and conditions. No alteration to the terms and conditions may be made by any of the Company employees, authorized representatives or agents, unless in writing by an authorized officer of the Company. All decisions and matters subject to the Company's discretion shall be made by an authorized officer of the Company.

9. Carriage by land, sea and air

- 9.1 Carriage by Land, Sea and Air is subject to the terms and conditions of the carrier with whom you travel and to international conventions, some of which may limit liability. Land, Sea and Air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.
- 9.2 The passenger contract in use by the airline carriers concerned, when issued, shall constitute the sole contract between the transportation companies and the purchaser of these programs and/or the passengers.

9.3 Charter flights

9.3.1 Charter flights booked with specific departure times are strictly adhered to, and a “no shows” will be charged in full. Incoming passengers coming off private or scheduled flights arriving 30 minutes or more after scheduled arrival times will be treated as “no shows” and charged accordingly.

9.3.2 It is an expressed condition that passengers’ luggage is limited to 12kg to 20kg. Only soft hold-all type bags will be permitted.

10. Baggage

10.1 Temporary or permanent loss of baggage is the responsibility of you or the carrier.

11. Travel documents, visas and vaccinations

11.1 It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, international driving license, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by the Company on your behalf) as a result of any failure by you to comply with such requirements. The company may offer advice on such matters, but the onus is on the client to fully acquaint themselves with any necessary visa and inoculation requirements. The company may not be held liable for any failure on the part of a client to be in possession of the correct travel documentation.

12. Special requests

12.1 You must advise the Company in writing of any special requests; e.g. diet, facility or physical handicap, when you submit your reservation request to the Company. The Company will meet such requests, if possible.

13. Information in the travel proposals

13.1 All information given in the Company’s travel proposals is, to the best of the Company’s knowledge, correct at the time of going to print but the Company reserves the right to change same. The information provided in this travel proposals convey typical scenes experienced and details on each destination; but the subject matter may not necessarily be experienced in the exact detail thereof while visiting that destination.

14. Disputes

- 14.1 If you have any cause for complaint while travelling, you must immediately bring it to the attention of the Company's local representative.

15. Consent

- 15.1 The payment of the advance payment OR any other partial payment for a reservation on a safari constitutes consent to all provisions of the conditions and general information contained in the Company's Internet Pages, Brochures, Invoice and Travel Documents. The terms under which you agree to take these safaris cannot be changed or amended except in writing signed by an authorised officer of the Company.

16. Condition of booking

- 16.1 You shall comply with the instructions of the Company's representatives at all times. No Client shall be accepted or be permitted to continue on a program while their status or mental or physical condition is, in the opinion of any representative of the Company, such as to render them incapable of caring for themselves or make themselves objectionable to other Clients or become a hazard to themselves or other Clients and the Company will not be responsible for expenses by such persons precluded from completing the program for this reason.

17. Notice of enforceability

- 17.1 Please remember, when you book travel related services with the Company, you are entering into a binding agreement that assumes all terms and conditions are fully understood as stated in the General Terms & Conditions.

18. Your personal responsibility

- 18.1 The onus is on all individual/s concerned to fully acquaint themselves with the Terms and Conditions document and all matters such as visas, required documentation, payment schedules and cancellation policies. Century Safaris will assist you to the best of our ability in providing answers and information pertaining to your booking. Should you not find the information required on the site, the onus is on the individual to forward any and all such requests to the Company, which shall endeavour to the best of their ability to assist the traveler.