

ESCORTED TOURS AFRICA in association with MERIT TRAVEL – TERMS AND CONDITIONS

(Applicable 1 Jan 2019 – 31 Dec 2020)
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Please read the **terms & conditions** as laid out below by Escorted Tours Africa in association with Merit Travel and that you undertake any proposed venture as booked with Escorted Tours Africa in association with Merit Travel at your own risk and under the laid out terms and conditions below prior to booking.

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1) CANCELLATION POLICY

Cancellation of any booking must be received in writing (email is acceptable but receipt must be confirmed). If a booking is cancelled the following cancellation fees will apply:

61 days or more prior to travel commences: 20% of the total price of the booking is forfeited.
60 days or less prior to travel commences: 100% of the total price of the booking is forfeited.
For last minute bookings, ie: Less than 4 weeks prior to departure, 100% cancellation fees will apply should these bookings cancel. If, for any reason whatsoever, the client fails to appear at the reserved place of accommodation or transport etc., arrive later or leave earlier, no reimbursement will be considered. Escorted Tours Africa reserves the right to amend the booking & cancellation policy according to the suppliers used and/or special events, if necessary.

2) DOCUMENTS

Airline and travel itinerary will be issued on receipt of full payment, containing all the necessary reservation / reference / E ticket / Telephone numbers.

3) INSURANCE

The cancellation policy comes into effect from the date of confirmation, and while in the event of a cancellation, every effort will be made to minimize the cancellation fees, we are subject to the cancellation policies of the various suppliers concerned, and therefore strongly recommend that you take out comprehensive travel insurance including full medical cover, as well as cancellation and curtailment cover, effective from the date of confirmation to cover yourselves in the unlikely event of you having to cancel for whatever reason.

4) PASSPORTS, VISAS & HEALTH REQUIREMENTS

It is the responsibility of the client to ensure that their passports are valid for travel, for at least 6 months after the date of termination of services, provided by Escorted Tours Africa. **The passport must also have at least 6 blank pages in it – this is a very important requirement of South African immigration.** It is also the responsibility of the client to ensure 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.

Travelling with Children under 18 years of age (**EFFECTIVE 31 MAY 2015**)

Parents travelling with their children (under 18 yrs of age), to or through South Africa need to produce in addition to their valid passports, an unabridged birth certificate for the children.

In the case of guardians travelling with children, these adults are required to produce affidavits from the parents giving permission for the children to travel.

In the case of one parent travelling with a child, he or she must produce the unabridged birth certificate/s, as well as;

- i) Consent in the form of an affidavit from the other parent registered as a parent on the birth certificate of the child authorising him or her to enter into or depart from the Republic with the child he or she is travelling with,
- ii) A court order granting full parental responsibilities and rights or legal guardianship in respect of the child, if he or she is the parent or legal guardian of the child; or
- iii) Where applicable, a death certificate of the other parent registered as a parent of the child on the birth certificate

In the case of a person is travelling with a child who is not his or her biological child, he or she must produce-

- (i) A copy of the unabridged birth certificate of the child;
- (ii) An affidavit from the parents or legal guardian of the child confirming that he or she has permission to travel with the child;
- (iii) Copies of the identity documents or passports of the parents or legal guardian of the child; and
- (iv) The contact details of the parents or legal guardian of the child, Provided that the Director-General where the parents of the child are both deceased and the child is travelling with a relative or another person related to him or her or his or her parents, approve such a person to enter into or depart from the Republic with such a child.

Escorted Tours Africa does not arrange visas, but will dispense verbal information received from a country's consulate regarding visa and / or health requirements. This is a courtesy but not a service. Escorted Tours Africa will not be held responsible for any misinformation, errors and omissions with regard to this information. Please notify Escorted Tours Africa in advance of any medical issues (allergies, physical disabilities etc), so that we can advise the suppliers concerned. Regarding Malaria, since this disease that has an ever changing status regarding prevention and treatment, we strongly advise that you seek up to date information from your general practitioner (doctor) or local travel clinic on which preventative medication or precautions should be taken for the area you will be entering. Not all of Southern and Eastern Africa is a Malaria area.

5) BAGGAGE REQUIREMENTS

Clients must adhere to the baggage restrictions of the airlines and charter companies in the itinerary. Certain air charter companies (particularly light aircrafts) have extraordinary baggage restrictions which include not just weight, but shape & dimensions too. Any costs due to delays, additional transfers of baggage as a results of non-adherence to the restrictions are for the client's own account

6) WAIVER, INDEMNITY AND LIABILITY

Participation in any tour, safari or travel package arranged by Escorted Tours Africa and fulfilled by any of its third party suppliers is undertaken solely at your own risk. Escorted Tours Africa and its directors, employees, affiliates, assignees and/or agents are indemnified against any claim arising for any damages or loss which might be instituted against it arising from or in connection with the

services as booked by Escorted Tours Africa. The Client, his/her heirs, dependants, agents, executors or their assignees hereby irrevocably waive any claims which they may have against Escorted Tours Africa for any form of compensation for damages which they may suffer due to injury and/or loss of any nature whatsoever, which includes accidents caused by the Client's own actions, injuries or death while on the tour, in a transportation vehicle or at any place during the tour or illness or death at any time after the tour. Escorted Tours Africa acts solely in the capacity of an agent for third parties and as such holds themselves free of responsibility or liability for any delays, loss or damages from any cause whatsoever, including loss/ delay/damages/ dissatisfaction caused by third party products and services. Escorted Tours Africa shall be exempt from all liability in respect of any claim whatsoever as aforesaid. Furthermore Escorted Tours Africa is free of responsibility and liability for loss or damage due to Force Majeure. This includes events such as war or threat of war, riots or civil strife, terrorist activity, industrial disputes, natural or nuclear disaster fire, adverse weather, traffic conditions or mechanical failure. This Agreement shall be governed by the laws of the Republic of South Africa and shall be enforced by the courts within the Republic of South Africa.