

Travel Africa Pty Ltd - Booking Form



Please complete and sign the below Booking Form and return it Travel Africa Pty Ltd before payment of your deposit amount, or in the case of bookings made 60 days or less prior to travel, before payment of your full balance amount. This form confirms that you have read and accepted Travel Africa Pty Ltd's Terms and Conditions.

Please use **BLOCK LETTERS** and ensure that your name is spelled EXACTLY as per passport.

PASSENGER DETAILS					
TRAVEL AFRICA BOOKING REF:		TA#			
TITLE	SURNAME	GIVEN NAMES	DATE OF BIRTH	AGE	NATIONALITY
1:					
2:					
3:					
4:					
5:					

CONTACT DETAILS OF LEAD PASSENGER			
ADDRESS:			
PHONE (H):		PHONE (M):	
EMAIL:			

YOUR ACCEPTANCE OF TRAVEL AFRICA PTY LTD'S TERMS & CONDITIONS	
By signing and submitting this booking form you, and all parties to the booking, agree that you have read, understood and accepted the below booking terms and conditions:	
Signature:	
Date:	

TRAVEL AFRICA PTY LTD - TERMS & CONDITIONS

Please read the following booking Terms & Conditions as they set out the terms on which you, the client, contract with Travel Africa Pty Ltd (ABN 67 615 272 896).

Once a proposal for travel arrangements made by Travel Africa Pty Ltd has been accepted you will be required to fill out and sign the above booking form indicating that you, and all parties on the booking, have read, understood and accepted these Terms & Conditions, plus any more restrictive terms and conditions imposed for certain products by our Third Party Suppliers, details of which will be supplied at time of booking.

DEFINITIONS

'Travel Africa Pty Ltd' means Travel Africa Pty Ltd (ABN 67 615 272 896).

'Terms & Conditions' mean these terms and conditions.

'Contract' means an agreement for the provision of travel arrangements by Travel Africa Pty Ltd to the client.

'Client' means a person or persons booking travel arrangements with Travel Africa Pty Ltd.

'Travel Arrangements' mean the travel arrangements made by Travel Africa Pty Ltd.

'Amendments' means any change to the travel arrangements.

'Products' mean individual components of the travel arrangements, ie accommodation, vehicle hire, transportation, cruises and tours.

'Services' mean the booking and payment services provided by Travel Africa Pty Ltd.

'Third Party Suppliers' mean the third parties responsible for providing the individual products.

'You' and 'Your' means all persons named in the booking (including anyone who is added or substituted at a later date).

'We', 'Us' and 'Our' means Travel Africa Pty Ltd.

PRICES & VALIDITY

All prices stated in your booking proposal are in Australia Dollars (AUD), unless otherwise stated. Prices are based on current exchange rates and are subject to change without notice in the event of fluctuations in exchange rates, taxes or increases in supplier costs outside the control of Travel Africa Pty Ltd. Once final payment has been received no surcharges will apply. GST does not apply to arrangements provided overseas such as accommodation, car hire, tours and transfers. Due to Australian legislation GST is applicable on all domestic services provided, such as cancellation fees and amendment fees.

BOOKING & FEES

Travel Africa Pty Ltd receives commissions from third party suppliers in Africa for booking travel arrangements and these commissions are included in the final package prices supplied to clients. In addition, in certain circumstances the following fees will be charged:

Trip Planning Fee: an AUD\$150 per person fee is applicable for providing assistance in planning, booking of campsites / accommodation of a trip and for providing a detailed trip dossier for a self-drive camping itinerary where the vehicle is not booked through Travel Africa Pty Ltd.

Amendment Fee: an AUD\$100 per booking amendment fee to cover administration costs will be charged once a booking has been confirmed and documentation issued. Should any additional charges be incurred by Travel Africa Pty Ltd these will be payable by the client.

DEPOSITS, BALANCE DUE & PAYMENT

To secure a booking, a non-refundable deposit of 25% of the total value of the booking will be required within 7 days of confirmation of booking. Please note that exceptions may apply and you will be advised of these at time of booking.

Final payment is due 60 days before the commencement of your travel arrangements. Bookings made within 60 days of departure from Australia will require full payment to be made immediately on booking.

Payments may be made by cheque, direct deposit or credit card only. Travel Africa Pty Ltd accepts Visa, MasterCard and American Express credit cards only and a surcharge of 1.8% (3.0% for overseas clients i.e. clients not residing in Australia) of the total value of the booking is applicable for credit card payments.

CANCELLATIONS AND REFUNDS

Cancellations: Depending on how far out from the date of departure you cancel, the following cancellation penalties will apply (unless otherwise advised):

61+ days	Loss of deposit
60-31 days	50% fee
30-0 days	100% fee

If the Cancellation conditions of a Third Party Supplier are more restrictive than the above, Travel Africa Pty Ltd will advise at time of booking.

Refunds: No refund is available for cancellations once travel arrangements have commenced or for "no-shows" due to personal negligence or choice. Travel Africa Pty Ltd does not authorise any overseas partner or hotel to promise refunds on our

behalf. All claims for refunds or reimbursements must be received in writing within 3 weeks from the date the service was provided.

TOUR CONDITIONS & SPECIAL REQUESTS

The services Travel Africa Pty Ltd provides are suitable for almost anyone and age is seldom an issue. An eagerness to be involved and a positive approach to travel will result in a satisfying and rewarding holiday. It is however your responsibility to ensure that you have a suitable level of fitness to undertake your chosen travel itinerary and you must inform Travel Africa Pty Ltd of any medical condition that may prevent your full participation. Travel Africa Pty Ltd should be advised at time of booking of any special requests, such as bedding preferences, dietary requirements etc. Whilst these cannot be guaranteed, we will endeavour to honour these requests when possible.

DOCUMENTATION

Documentation is generally issued within 4 weeks of your departure from Australia.

PASSPORTS & VISAS

Australian citizens (and overseas citizens who book travel arrangements through Travel Africa Pty Ltd) must hold a current passport valid for at least six months after departure. It is the responsibility of the individual to obtain the relevant required country visas prior to departure. Failure to do so which results in the need to cancel travel arrangements will incur normal cancellation penalties.

Individual clients are also responsible for all immigration, health, quarantine and customs laws and regulations of the countries visited. Official travel advice is issued in Australia by the Department of Foreign Affairs and Trade on their website www.dfat.gov.au. Travel Africa Pty Ltd also recommend that Australian clients view and subscribe to the Smart Traveller website (www.smarttraveller.gov.au) for further information and to receive updates on the latest travel advice and news.

HEALTH

Vaccinations and malaria prophylactics are **strongly recommended for certain destinations**. Please contact your local doctor or travel clinic who will advise you of these requirements. Please note that vaccinations may be recommended some period in advance of travelling. It is your responsibility to ensure that you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation.

INSURANCE

Cancellation and refund conditions are strictly enforced; therefore, Travel Africa Pty Ltd **strongly recommend** that you take out a travel insurance policy, ***which includes cover for force majeure, pandemics, epidemics etc***, at the time of deposit payment. Travel Africa Pty Ltd will not accept responsibility for loss of deposit/full payment, loss or damage to baggage and personal items, personal illness or injury, medical expenses, cancellation or curtailment of your trip.

RESPONSIBILITY

Travel Africa Pty Ltd uses local partners (Third Party Suppliers) in Africa as an intermediary and acts only in the capacity of agent for the passengers in all matters of transportation, tour and other services. All tickets and vouchers are issued subject to the terms and conditions under which services are provided. It is the responsibility of the passengers to make sure that they are in possession of the proper travel documents. The issuance and acceptance of tickets and vouchers shall be deemed consent to the above conditions

We do everything possible to ensure standards of accommodation and other services are as indicated by their individual ratings. However it is important to realise that these ratings are not consistent between countries and sometimes even within countries and hence standards can vary.

Travel Africa Pty Ltd assumes no responsibility for loss, injury, accident, delay, damage or irregularity that may be caused to person or property, however caused or arising during any tour under its management, sponsorship or procurement.

FORCE MAJEURE

If your travel arrangements cannot proceed due to reasons beyond the control of Travel Africa Pty Ltd such as, *but not limited to*, flood, earthquake, war / civil strife, acts of terrorism, hurricane / cyclone, industrial disturbance, strike, fire, lock-out, epidemic, pandemic, failure or delays of scheduled transportation, or any law, order, decree, rule or regulation of any government authority (including quarantine requirements or government travel advisories), Travel Africa Pty Ltd may choose to:

a) Before Travel:

- i) re-schedule your travel arrangements to a later date, in which case we will issue you with a credit voucher equal to the paid amounts; or
- ii) cancel your travel arrangements, in which case our contract with you will terminate. If we cancel your travel arrangements, neither party will have any claim for damages against the other. However,

we will refund any payments made by you less unrecoverable third party supplier costs and less fair compensation for work undertaken by Travel Africa Pty Ltd up until the time of termination and in connection with the processing of any refund.

Note: Any credit voucher issued by Travel Africa Pty Ltd:

- must be redeemed by within 12 months (or agreed timeframe);
- is redeemable against the same or similar travel arrangements only (i.e. your travel must be to Africa);
- is not redeemable for cash; and
- is not redeemable against flights or travel insurance

b) During Travel:

If Travel Africa Pty Ltd cancels your travel arrangements after your trip has commenced due to Force Majeure, we will provide you with a refund of recoverable third party supplier costs only. If Travel Africa Pty Ltd provides you with any alternative services or assistance where travel arrangements are cancelled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

ILLNESS PREVENTING TOUR COMMENCEMENT OR CONTINUATION

If due to any illness or failure to satisfy any required tests (such as a temperature tests in relation to COVID-19):

- an airline or other common carrier refuses you carriage;
- a hotel or vessel refuses to accommodate you; or
- Travel Africa Pty Ltd or our Third Party Suppliers (acting reasonably) exclude you from the trip

and you are consequently prevented from commencing or continuing your trip, then:

- if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
- if you have not commenced your trip then we regret we will not be in a position to provide such assistance.

Travel Africa Pty Ltd will not be liable to refund the cost of your trip (or any part of it) as we would have already paid (or committed to pay) our Third Party Suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking.

We will not be responsible to you for any loss or expenses incurred in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

GOVERNING LAW

These Terms & Conditions are governed by the laws of the State of New South Wales and Australia. Any disputes shall be dealt with by a court under the jurisdiction of the Courts and Tribunal of New South Wales and Courts entitled to hear appeals from those Courts and Tribunals.

PRIVACY

Travel Africa Pty Ltd is committed to applying the principles of the new Privacy Act, in being transparent about how we handle your personal information. The personal information that you provide is necessary for us to make your travel arrangements and associated activities. We provide information to our overseas partners in order for them to process bookings and reservations. Travel Africa Pty Ltd will not use your personal details for any other purpose or give them to any other party not involved with your travel arrangements. We will only send newsletters or other promotional materials via email to past clients or people who have contacted us for a proposal for travel arrangements or who have subscribed to our newsletter via the website.

Terms & Conditions Updated - 10 September 2020