

SUNWAY SAFARIS**BOOKING FORM, TERMS AND CONDITIONS**

Sunway Safaris CC, registration number CK 94/39217/23 including its employees, agents, contractors, sub-contractors and service providers is hereinafter referred to as "Sunway" and the person travelling on the tour and who accepts the booking by his/her signature is referred to as "I" or "me/myself/my," as the context may require. This booking, this indemnity and any subsequent agreement between myself and Sunway shall be deemed to be concluded in the Republic of South Africa, interpreted in accordance with the law of South Africa and litigated in South Africa.

This agreement is in addition to and supplements (adds to) any other indemnity or agreement that I have concluded in respect of the tour.

BOOKING 1. The booking is confirmed when the invoice is despatched to me, or my travel agent through whom the application was made.

2. I understand that reservations cannot be made without a deposit.

3. A non-refundable deposit of 20% per person is required when booking.

4. The balance of the fare is due six weeks prior to the date of departure.

5. Notwithstanding the fact that the booking was confirmed all tours are subject to a minimum number of clients travelling. Should there be less than the minimum number of clients, Sunway can cancel the tour although a tour may be run with fewer at the discretion of Sunway. Should Sunway cancel the tour Sunway shall refund any monies paid by me.

CANCELLATIONS 6. Cancellation of bookings by me must be made in writing and is effective from the date the cancellation is received by Sunway.

The following cancellation fees will be payable by me

> 41 days = deposit only

41 – 14 days = 60% of total fare

13 – 0 days = 100% of total fare

7. Should I fail to join a tour, or join a tour late, or fail to complete a tour for whatsoever reason, no refund shall be made, or any liability be accepted by Sunway.

8. No refunds shall be made by Sunway for any reason whatsoever, and neither will Sunway accept any claims of whatsoever nature and howsoever arising including consequential damages because of any accommodation, facilities or services becoming unavailable or defective on tour. I hereby indemnify and hold Sunway harmless in respect of such claim.

9. Sunway reserves the right to cancel any tour without prior notification.

10. Sunway will not be liable for any claim of any nature and howsoever arising including consequential damages as a result of any damage, death or injury related to any mode of travel, excursion or accommodation and nor will Sunway be liable for any claim arising from the unavailability of any mode of transport, accommodation or excursion. I hereby indemnify and hold Sunway harmless in respect of any and all claims.

AUTHORITY ON TOUR 11. I acknowledge that Sunway shall appoint a tour leader who shall oversee the tour and all matters relating thereto. I agree to comply with the tour leader's lawful instructions and/or requirements.

12. I will comply strictly with the law, customs and foreign exchange regulations of all countries visited.

13. I will comply with Sunway's requirements regarding my conduct and I shall not in any way constitute a nuisance to any other persons whether they are on the tour or not.

14. If I act in contravention of any of the above, Sunway shall be entitled to terminate my participation in the tour without any refund of any monies paid and without any liability to Sunway. On the request of Sunway I shall immediately leave the tour. In these circumstances it shall be my responsibility and obligation and at my expense to make my own way home.

BAGGAGE 15. I acknowledge that I am entitled to no more than one suitcase of the soft sports bag kind weighing no more than 12 kilograms. Sunway may refuse to carry baggage not of the soft bag type and weighing more than 12 kilograms.

16. Sunway does not accept any liability for any loss of or damage to my personal effects. I indemnify Sunway and hold Sunway harmless against any claim that I or my estate may have and warrant that I have sufficient insurance to cover any and all loss of my personal effects.

TRAVEL DOCUMENTS 17. I am responsible to ensure that all necessary documentation, including but not limited to passports, visas, health and other certificates and travellers' cheques are valid and effective.

FORCE MAJEURE 18. During the tour any event or occurrence may influence the tour including *inter alia* the weather, road conditions, mechanical breakdowns, injury or illness.

19. In the event of any event occurring, and the tour not proceeding as planned, my personal expenses, meals, alternative accommodation and all other costs, including the cost of returning home, are to be borne by myself.

INSURANCE 20. I warrant that I have comprehensive travel, medical, baggage, money and cancellation insurance which covers every eventuality that may arise.

21. I confirm that I have advised my insurer that I will be travelling in Africa specifically into areas where the locations are *inter alia* unfenced, where there are wild animals, insects, snakes, malaria and contagious diseases, and have comprehensive insurance to cover every eventuality.

PHOTOGRAPHY 22. Sunway reserves the right to copy and/or publish any photographs, video or film which may have my image or likeness recorded which was captured whilst on tour, without any notification, payment or permission.

HEALTH 23. I acknowledge being aware of the proposed itinerary and that the tour requires a certain level of physical fitness. I acknowledge that I am medically fit and able to embark upon the tour and have disclosed all relevant information.

Name:		Home address:		Tel #:	
Date of birth:	Nationality:	Passport #:	Email:		
Name of contact person not on tour (in case of emergency):					Tel #:
Tour code:		Start tour in: Date:		End tour in: Date:	
I require accommodation before the safari: Y / N dates from: to:					
I require accommodation after the safari: Y / N dates from: to:					
I require airport transfers Y / N	Before tour, date: Arrival time:		Flight #:		After tour, date: Departure time: Flight #:
I need to hire a sleeping bag Y / N	Agent you are booking through:			Special requests (EG: vegetarian):	

I have read, fully understand and accept the booking terms and conditions and general information as set out by Sunway. I acknowledge that it is entirely my responsibility to have adequate insurance to cover my participation in the tour. I further indemnify Sunway, its members, employees, service providers and agents against any liability whatsoever, howsoever arising, and understand that I undertake the tour entirely at my own risk.

FULL NAMES:..... DATE:..... SIGNATURE:.....

INDEMNITY

24. Sunway shall not be liable for any loss or damage of whatsoever nature and howsoever arising, including but not limited to consequential loss, financial loss, loss of and/or damage to my property, as a result of injury to me, illness or death, including any loss, damage, disability or death that may have been caused by the negligence or gross negligence of Sunway.

25. I hereby indemnify and hold Sunway harmless against all or any claims of whatever nature and howsoever arising which I or my estate, or my family, including my dependants may have arising from the tour.

I have read, fully understand and accept this Indemnity.

FULL NAMES:..... DATE:..... SIGNATURE:.....

INSURANCE DETAILS: The information provided below may assist Sunway or you in a crisis.

Insurance company:

Policy #:

Emergency Assistance phone #:

Please detail any pre-existing medical condition your leader should be aware of

Please list any medication you take on a regular basis, & the dosage

Please detail any known allergic reaction eg to medication, fish, nuts etc