

## Booking Terms and Conditions

This may seem a little intimidating at first, but you will find it is really important. It is fairly comprehensive and outlines what you should reasonably expect from Footprints in Africa when it comes to transacting. You must take the time to read this document as you will be signing that you have read it in order for us to complete a transaction with you. If you have any questions, please ask your Footprints in Africa consultant or contact us.

### DEFINITIONS

Footprints in Africa Tours, hereinafter referred to as the "Footprints in Africa" includes any of its affiliated, tour operators. The person or persons who have accepted our terms is hereinafter referred to as the "Client". Upon acceptance, the Client agrees to be bound by these booking conditions and any contract between the client and Footprints in Africa is subject to and shall be governed and construed according to South African law.

### THE BOOKING

A completed booking form must be sent to Footprints in Africa, we will then send you an invoice and request a non-refundable deposit of 25% of the total tour price to confirm the booking. The remaining balance of the tour fare is to be paid 30 days prior to the date of departure.

Footprints in Africa will not accept any booking where the Terms and Conditions have not been accepted. Once Footprints in Africa is in receipt of a Booking Form, plus 25% deposit, a confirmation will be issued. Once written confirmation has been issued the booking will be deemed confirmed. Footprints in Africa reserves the right to decline any booking.

All tour prices and services are correct at the time of printing and Footprints in Africa reserves the right to change all prices, services and departures without prior notice. Footprints in Africa reserves the right to alter published price of any tour due to increasing tariffs, costs and entry fees or fluctuation of exchange rates, such amounts shall be determined at the sole discretion of Footprints in Africa.

### PEAK SEASON RATES

Definition: "Peak Season or Peak Period" means a period during which demand for accommodation is high. All bookings that fall in these dates (see below for dates) fall into a peak season, the peak season terms and conditions will apply.

If your booking falls over the peak season period an additional charge of R 500 per night per person will be added to your invoice.

Peak season dates 2023:	Peak season dates 2024:
1. 24 March – 12 April (Easter Holidays/Period)	20 March – 3 April (Easter Holidays/Period)
2. 23 June – 18 July (Winter School Holidays)	14 June – 9 July (Winter School Holidays)
3. 29 September – 10 October (Spring Holidays)	20 September – 1 October (Spring Holidays)
4. 13 December – 15 January 2024 (Summer Holidays)	13 December – 15 January 2025 (Summer Holidays)

### LANGUAGE

All tours are conducted in English unless otherwise specified.

### TRAVEL INSURANCE

The Client accepts that it is his/her responsibility to arrange insurance. Comprehensive travel insurance covering cancellation, curtailment, medical, emergency travel and a personal accident is compulsory on all tours. Insurance for the loss of baggage, money or personal items is recommended.

### FULL PAYMENT OF TOUR COST

Full payment of the tour cost is due 30 days prior to departure. If full payment is not received by this time Footprints in Africa may treat the booking as cancelled. Any bookings made within four weeks of departure must be accompanied by full payment of the tour cost.

### LOCAL PAYMENT (ACTIVITY PACKAGE)

The local payment (Activity Package) if applicable is to be paid to the guide on the day of departure in cash only. No traveller's cheques or other currencies will be accepted.

## **CANCELLATION OR CHANGES TO BOOKINGS**

In the event of cancellation, the following cancellation fees will be payable by the client:

- Notification is received 30 days or more before departure, loss of 25% deposit
- 30 days or less prior to departure, loss of 100% of tour cost
- For Multiple Cross Country Overland tours

Cancellation of any booking must be received in writing and acknowledged by Footprints in Africa.

If the Client fails to join a tour, join it after it's a departure, or leave it prior to its completion for any reason, no reimbursement whatsoever will be made.

Footprints in Africa reserves the right to change or cancel any tour although every effort will be made to operate itineraries as advertised.

In the event of a tour being cancelled by Footprints in Africa for unseen reasons, the Client may choose to change the departure to an earlier or later date depending on availability or alternatively any other tour that Footprints in Africa is in a position to offer. If the price of the alternative tour is less than the original tour booked, the difference will be refunded to the Client. If the alternative tour is more expensive, then the Client will be liable for the additional cost.

Changes made by the Client: If the Client wishes to change his/her reservation Footprints in Africa will make every effort to assist the Client. The reservation date may be changed, subject to availability and agreement with Footprints in Africa. Any changes will incur a minimum fee of US\$ 50 and any subsequent cancellation fee will be based on the date of the original travelling date. Should Footprints in Africa not be able to help the Client with alternative dates, the normal cancellation fees will apply.

## **PASSPORT, VISAS AND OTHER TRAVEL DOCUMENTS**

The Client is responsible for ensuring that all documents, passport, visas and health certificates are valid.

The Client accepts full responsibility for obtaining all the relevant travel documents required.

Should a client be refused entry to any country due to incorrect documentation, Footprints in Africa will not be liable for any costs of such delays or repatriation cost for the client.

## **BAGGAGE**

All personal effects and baggage are at all times the Clients' responsibility and Footprints in Africa will not accept liability for any loss or damage to baggage or personal effect.

Clients are entitled to one bag of not more than 20 kg and a small daypack. Footprints in Africa reserves the right to refuse excess luggage and large suitcases.

## **HEALTH**

It is the responsibility of the Client to consult a health professional with respect to recommended and compulsory vaccinations and health precautions. Any pre-existing medical condition must be declared at the time of booking and the Client must make arrangements for the provision of drugs or other treatment that may be required during the tour.

The Client is aware of the proposed itinerary and that the tour requires a measure of physical fitness and health and that they are medically fit to embark on the tour. Footprints in Africa reserves the right to request a medical certificate and/or client indemnity form on selected overland tours for clients over the age of 55.

Anti-malaria precautions are recommended for all tours entering a Malaria zone and the Client is advised to bring insect repellent.

## **ONWARD TRAVEL ARRANGEMENTS**

Onward travel arrangements should commence on the day after the tour ends. Onward arrangements made on the day the tour ends could result in failure to meet those arrangements and Footprints in Africa will not be held responsible for any resulting delays.

## **FORCE MAJEURE**

Unforeseen circumstances including weather, road conditions, war, mechanical breakdowns, riots and other reasons beyond the control of Footprints in Africa may cause delays or alterations to the tour. In the event of any of the aforementioned occurring, Footprints in Africa shall not be held liable in any way for any resulting costs of these delays or alterations.

## **EXCLUSION OF LIABILITY**

The Client booking is accepted on the understanding by the Client that all tours are of an adventurous nature and involve an element of personal risk that is an inherent part of travel in Africa. The Client undertakes all tours entirely at his/her own risk and while Footprints in Africa take every precaution to ensure the safety of the Client, no responsibility can be accepted for any death, injury or loss that might occur to such Client, sustained from any cause what so ever.

The Client and his/her dependants, heirs, executors, administrators or assigns, hereby indemnify and hold blameless Footprints in Africa, it's members employees, representatives and agents from any claims of whatsoever nature and from any liability for delay, loss, damage, injury, illness or death arising from any cause whatsoever out of events related to or occurring during a tour. The client agrees to strictly abide by the laws and regulations of each country we visit.

The Client is responsible for checking in on time and is responsible for reconfirming flight times. Footprints in Africa is not responsible for delays caused by airline flight alterations, cancellations or delays.

If the Client books excursions not operated by Footprints in Africa (whether recommended by Footprints in Africa or not), Footprints in Africa will have no legal liability for problems arising from the excursion and any claim will be against the relevant local operator (e.g., Open vehicle Safaris, white water rafting, bungee jumping, etc)

## **COMPLAINTS**

If the Client has a complaint whilst being on tour, the Client must bring this to the guide's attention so that it can be dealt with. If the matter isn't resolved whilst on tour, the Client must write to Footprints in Africa within 30 days of completion of the tour. Footprints in Africa will not entertain complaints of loss of enjoyment where full land arrangements have been provided.

## **CONSUMER PROTECTION ACT ('CPA') NOTICE**

Please read the following carefully & proceed accordingly:

If yours is only an enquiry and not a booking:

1. Please (1) SKIP the next two 'bullets' (2), peruse our website at your leisure & submit your enquiry to us by completing the template 'Enquiry Form' & submit.
2. However, if in the process of perusing our website or any of the hyperlinked websites and you come across anything that is not clear, please go to our 'FAQ' link as it may clarify what you are not sure about.
3. If you are still in a quandary, then please go to our 'CONTACT US' link & submit your question to us.

If yours is a booking:

- The CPA in section 49 requires us to bring your attention to certain aspects – we've done that by underlining certain clauses.
- The CPA in section 49 also requires us to 'Spell out' risk(s) of certain aspects & activities – these clauses have a '[.]' next to them & requires you to tick same as read, explained, understood & accepted - if any of these are still not clear or if you need any further explanation, DO NOT accept the T&C & go to 'ONLY AN ENQUIRY' above & follow those steps.
- The CPA in section 41 also requires us to clarify any 'apparent misapprehension' you may have – if you have such a 'misapprehension' DO NOT accept the T&C & go back to 'ONLY AN ENQUIRY' above & follow those steps.
- If anything is STILL not clear or you STILL have a 'misapprehension' or FAQ has not answered your question(s), email, phone or visit us AGAIN BEFORE completing any 'tick box'.
- If you are finally satisfied that all your queries have been addressed to your satisfaction, then (1) Read the T&C, (2) Tick those with a [...], (3) complete all such tick boxes including acceptance of T&C & (4) proceed.

## **PROTECTION OF PERSONAL INFORMATION ACT ("POPI")**

1. "Operator" means an operator as defined in the Protection of Personal Information Act, 4 of 2013;

2. "Personal Information" means personal information as defined in the Protection of Personal Information Act, 4 of 2013;
3. Protection of Personal Information

You hereby authorise FOOTPRINTS IN AFRICA to collect your Personal Information as it is relevant to this Agreement and/or service which we are providing for you or is deemed to be relevant for the provision of such service.

FOOTPRINTS IN AFRICA is committed to the adherence of national legislation and regulations pertaining to the safeguarding of data privacy.

FOOTPRINTS IN AFRICA shall use information previously provided by you to perform our services and to amongst other things, process invoices, credit notes, statements and any other document related to the services.

You confirm that we may share your personal information with the following persons, who have an obligation to keep the personal information secure and confidential:

1. Employees of FOOTPRINTS IN AFRICA who are required to be informed of the personal information in order to attend to the services supplied and;
2. All third parties who may assist us in supplying the services.

We undertake not to disclose your personal information unless it is legally or contractually required to do so.

We agree to use all reasonable efforts to ensure your personal information in our possession is kept confidential, stored in a secure manner and processed in terms of POPI.

You hereby acknowledge and warrant that:

1. FOOTPRINTS IN AFRICA is entitled to process and store any such Personal Information in the manner set out in FOOTPRINTS IN AFRICA's Privacy Policy, available on the website [www.Footprintsinafrica.co.za](http://www.Footprintsinafrica.co.za);
2. FOOTPRINTS IN AFRICA is entitled and authorised by you to transfer any Personal Information to any of its Operators; and
3. FOOTPRINTS IN AFRICA is entitled to store and back-up your Personal Information on its servers.
4. You confirm that you have read and agree to FOOTPRINTS IN AFRICA'S Privacy Policy and hereby provide your consent to FOOTPRINTS IN AFRICA to process your personal information and acknowledge that you understand the purpose for which it is required and for which it will be used.