**Booking Conditions Abang Africa Travel**

In an ideal world, you don’t need terms, booking- or cancellation conditions. However, you are booking a very special holiday with us and neither you, nor we, want any problems to occur. We will do our utmost to ensure your holiday will be carefree. But if there happens to be a problem, it is best to know where you and we stand. So always read any booking- and cancellation conditions carefully to avoid running into nasty surprises!

**General**

These terms and conditions are applicable on all services offered by, or booked with, Abang Africa Travel, Pty (ltd.), registration number 2005/136494107, from here on named ‘Abang Africa Travel’, ‘us’ or ‘we’. These services, whether accommodation, transport, flights, excursions or any other offering of Abang Africa Travel, will collectively be called from here on ‘tour’. Booking your tour means accepting these conditions. Since you book your tour with Abang Africa Travel in South Africa, everything concerning your tour, including these booking conditions, shall be interpreted according to the laws of South Africa.

**Laws and jurisdiction**

Booking your tour also means you also unconditionally agree that any legal disputes will only, explicitly and exclusively fall under the jurisdiction of South African court of law in Cape Town. During the tour you must at all times comply with the laws, customs, foreign exchange and other regulations of the country you visit at that moment.

**Age**

There are no age limits on joining a tour when accompanied by an adult who is the main booker of your party. If all members of your party are you are under the age of 21 you need to provide a written letter of consent of your parents or legal caretakers that you can book a tour with us.

**Driving license**

For self-drive you must be at least 21 years old and have a valid driving license and a credit card with sufficient funds in your own name. There are supplementary costs for drivers under 23 years of age. If your driving license is not in English, you also need to bring an international driving license. If there are additional conditions or limitations on your driving license you need to inform us when booking your tour. Due to legal reasons and our indemnity we cannot make any exceptions to this paragraph!

**Booking your tour**

Once you have agreed to your tour, you have to fill out the booking form that we will email you. Check the box that you agree to our terms and conditions and send it back to us. By sending this filled out form to us, your booking is now official. From that moment, these terms and conditions fully apply to your booking. Within a couple of days, we will send you an e-mail with the official confirmation of your booking, invoice and a list of the additional details we need to run your holiday to perfection. These details concern travel insurances, meal preferences etcetera.

**Changing your booking**

After you received our official confirmation of your booking you can still change or add something to your booking. We will be happy to accommodate you, but have to charge an administration fee of US$ 25,- for the extra work. If you decide to substantially change your booking to another tour and/or date, we have to consider that as making a new booking - so this constitutes a cancellation of your original tour. We will have to charge you the applicable cancellation fees. So make sure you have a cancellation policy that covers forced cancellations!

**Fixed prices**

The agreed upon price at the moment of your booking is normally a fixed price. We won’t charge you any increases in prices, unless these are a result of changes in government taxes, entrance fees or any other fee which is determined by an official institution, or any other changes and increases beyond our control.
Payment
Immediately after you receive our mail with the official confirmation of your booking, you need to pay a deposit of 20% of the tour price, as well as costs for domestic flights (if any) and costs for reservations for National Parks, into the bank account of Abang Africa Travel in South Africa. Make sure the remainder is in our bank account no later than 6 weeks before the departure date of your tour (= first day of any service booked by you). This also means that if you book within 6 weeks before departure, you need to transfer the whole amount when you book.

Note: unless otherwise agreed in writing, if your payment is not in our bank account in time and in full, this constitutes a cancellation of your tour and the applicable cancellation fees will be applied.
Note: The domestic flights as well as national parks reservations require a 100% non-refundable deposit. This is a condition forced upon us by these agencies and beyond our control.

Bank transfer fees
All bank transfer fees are for your account, so when you transfer the money you have to indicate to your bank this is the case (most banks use the term ‘OUR’ for this). If you happen to forget this, you need to refund us these fees in cash upon arrival in South Africa. We will provide all banking details in our confirmation mail.

Vouchers, route description etc.
Once we have received your full payment in our bank account, we will send you the vouchers, route descriptions and all other information by e-mail. You will receive these no later than two weeks before your arrival date in South Africa. Upon request, we will also supply you with a printed copy of the above on the day or arrival – there are no extra costs for this service, but due to our goal of avoiding unnecessary use of printing paper we supply this only on request.

If you cancel
If you cancel the tour the following costs and fees apply:
- Up to 28 days before departure: your 20% down-payment
- Between 28 and 22 days before departure: 40% of the total tour costs
- Between 21 and 15 days before departure: 50% of the total tour costs
- Between 14 and 8 days before departure: 75% of the total tour costs
- 7 days or less before departure: the total tour costs

Insurances
For the full duration of the tour, including extensions, a travel insurance policy is mandatory. This policy needs to include full coverage your tour, any activities you plan to do and a Flying Doctor service. A good cancellation insurance is also mandatory to avoid problems in case of a cancellation. You will need to inform us about your insurance details before the tour departs.

Passport, visa and other travel documents
It is your own and sole responsibility to ensure that your driving licenses, passport, visas, health certificates, proof of vaccinations and any other required documentation are all in order for all countries visited during the tour. Abang Africa Travel shall not be held accountable nor responsible for any consequences, damages or claims which result from not complying with this.

Liability
Abang Africa Travel shall not be held accountable nor responsible for any accidents, illnesses, deaths, thefts or any other damage to your person or your personal effects which occur during the tour, even if this leads to shortening your tour and/or extra costs for you. For this you have your travel- and cancellation insurance. By booking your tour you waive all rights to persecute us for this, either under South African or any other international law.

Act of God
Force Majeure (‘Act of God’), so unforeseen circumstances including but not limited to war, illnesses, quarantine, weather, riots and other unforeseen reasons beyond the control of Abang Africa Travel, may cause delays, alterations of even complete
cancelation of your tour, either before or during your tour. If this happens before your departure, we will fully refund all payments made to us. However the bank transfer fees, non-refundable domestic flight- and national park costs, as well as any other costs made by you will not be refunded (including costs made for vaccinations, travel documents, flight tickets etc.). So once again: take out travel insurance with a good cancellation policy!

If this happens on the day of arrival or during your tour, all consequences are for your own account. Abang Africa Travel will provide assistance to the maximum of its capability, but shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these. For this too by booking you waive all rights to persecute us under South African or any other international law.

What if...
You are not allowed to carry any product or produce which is illegal in the countries you visit. Also, you must at all times comply with all directives from, and agreements with, the employees and representatives of Abang Africa Travel. If you do not comply with these booking conditions you can at all times be excluded from the tour. Abang Africa Travel shall not be liable for any costs and/or expenses for you resulting from exclusion as aforesaid, and you shall not be entitled to a refund or rebate of the tour price or any additional compensation in such instances. In addition to this, Abang Africa Travel will charge you for all extra costs which we need to make as a direct result from this occurrence. All additional costs you need to make from this moment onwards to arrive at the destination and/or return back home will be for your own account as well.

Complaints
It is possible you encounter a problem during your tour or that something works out different from your expectations. Notify us or one of our representatives as soon as possible! He/she will do the utmost to solve your problem so it won’t bother you for the rest of the tour. If after this you still are not happy with this solution, contact us as soon as possible, preferably by e-mail. If your complaint is valid we will provide a solution to the best of our capabilities.