



Terms & Conditions

General Information and Booking Conditions

In these Terms & Conditions, the 'Company' shall mean AR Adventure Tours cc trading as AfriRover; a company registered according to the company laws of the Republic of South Africa. The 'Client' shall mean the person who has signed a booking form as the Lead Booking Name and each person named in the booking form. The 'Agent' shall mean the company, who has signed an Agent's Contract and is booking a Client to travel with AfriRover.

1. Contract

There shall be no binding contract between the Company and the Client until the following three conditions are met:

- 1.1. The Company Booking Form has been signed
- 1.2. A 30% deposit has been paid for scheduled departures
 - 1.2.1 A 50% deposit has been paid for vehicle rentals and private tours.
- 1.3. The booking terms and conditions have been confirmed by the Client

There shall be no binding contract between the Company and the Agent until the following two conditions have been met:

- 1.4. The Agent Contract has been signed
- 1.5. The booking terms and conditions have been confirmed by the Agent
- 1.6. A 30% deposit has been paid. (unless otherwise specified in the Agent's Contract)
 - 1.6.1 A 50% deposit has been paid for vehicle rentals and private tours.

2. Payments

2.1. A deposit of 30% from each Client is required when submitting the application form to confirm a scheduled tour booking, unless otherwise agreed in the Agent Contract.

2.1.1 A deposit of 50% from the booking total is required when submitting the application form to confirm a private tour or vehicle hire booking, unless otherwise agreed in the Agent Contract.

2.2. The full amount due by the Client to the Company, shall be payable not less than 45 days prior to the date of departure/start of services (unless otherwise specified in the Agent's Contract). No Client will be

permitted to commence any itinerary without payment in full being received by the Company. If the full amount is not received, the Company shall be entitled in its discretion to treat the reservation as cancelled, and consequently to forfeit such part of the advance payment as determined solely by the Company. Late applicants may join the tour based on accommodation availability.

2.3. All invoices are issued in ZAR (South African Rand) and shall be paid by no later than the date specified on the footer of the original invoice. The onus is on the Client to carry all banking and FOREX fees for payments made.

2.4. If the company accepts payment by Credit Card from an Agent or Client, a 5% surcharge will be added to the total price on Visa and Master Cards.

3. Cancellations

3.1. Any cancellation of a booking by a Client or Agent, must be in writing and shall only be effective upon its acknowledged receipt by the Company. The date on which the Company receives the correspondence or a company recognized Agent, will determine the cancellation charge, if any.

3.2. Cancellation charges for scheduled tours will be incurred as follows:

3.2.1. 46 days or more prior to departure: 10% of the total rate

3.2.2. 21days to 45 days prior to departure: 30% of the total rate

3.2.3. 14 days to 20 days prior to departure: 50% of the total rate

3.2.4. 8 days to 13 days prior to departure 80% of the total rate

3.2.5. less than 8 days prior to departure: 100% of the total rate

3.3. Cancellation charges for private tours and vehicle hire will be incurred as follows:

3.3.1. 46 days or more prior to departure: 50% of the total rate

3.3.2. 21days to 45 days prior to departure: 60% of the total rate

3.3.3. 14 days to 20 days prior to departure: 70% of the total rate

3.3.4. 8 days to 13 days prior to departure 80% of the total rate

3.3.5. less than 8 days prior to departure: 100% of the total rate

4. Refunds

In the event of a refund of paid moneys, all banking and FOREX charges will fall on the Client.

5. Changes and Alterations

5.1. "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but not limited to, acts of God, explosion, flood, fire, war or threat of war,

sabotage, civil disturbance, quarantine, government intervention, weather conditions or other unexpected occurrences).

5.2. The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to the Client, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

5.3. If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the tour or safari.

5.4. No refunds are given for circumstances arising beyond the Company's control, necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of the tour or safari.

5.5. In the unlikely event of a vehicle breakdown that is beyond the Company's control and immediate repair, the Company will arrange to have the spare part sent to the current location in the fastest possible time. The Company reserves the right to alter the itinerary accordingly in order to make up any time lost due to any unforeseen circumstances.

5.6. The company reserves the right to cancel the tour without prior notification and in such an event only agrees to refund all monies already paid and received from the Client.

6. Insurance

6.1. Travel and cancellation insurance is mandatory for every Client. All insurance is solely the responsibility of the Client. Before a Client commences a tour, he/she should arrange his/her own insurance with protection for the full duration of the travel, to cover personal injury, medical expenses, repatriation expenses and loss of luggage. If a Client falls ill, all hospital expenses, medical expenses, doctor's fees and repatriation costs are the Client's responsibility and the Company shall not be liable for any refund of the tour rate whatsoever.

6.2. The carriage and storage of all baggage and personal effects are at all times the Client's risk and the Company will not accept any liability for any loss or damage of baggage or personal effects.

7. Liability

The Client hereby acknowledges, confirms and records that he/she understands the risk inherent in adventure travel in African destinations and associated activities. The Client is accepted onto the tour and undertakes to do the tour, travel or activity at his/her own risk. The client agrees and concedes that the Company, its representatives and employees shall not be responsible for loss or damage to possessions, or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever, unless directly caused by the Company's negligence.

8. Health and Age Restrictions

The client shall acknowledge an awareness of the proposed itinerary and shall confirm that he or she is medically fit, in good physical and mental health and is able to embark on the tour. Any client with a pre-existing medical condition or illness must declare the true nature of such a condition to the Company before the commencement of the tour. Any failure to declare may result in the cancellation of his/her booking. Every client above the age of 65 is required to submit a medical certificate or self-declaration of medical fitness prior to the beginning of the tour (please request this form be sent to you from your travel consultant). For all Adventure Safaris, there is an age limit of 70 years. For all Lodge Safaris, there is an age limit of 80 years.

9. Claims and Complaints

In the unlikely event that the client has a complaint against the company, the Company must be informed immediately, in order that an opportunity is afforded to the company to investigate the situation and provide redress. If the client has any further complaints, these must be lodged in writing to the Company within 1 month of the tour end date. If these procedures are not followed, the Company will not start or continue any such investigation of said complaint.

10. Company Responsibility and Rights

The information in any brochure and printed itineraries is given in good faith by the Company, and is based on the latest information available to the Company. Printed itineraries serve as a guideline only. The company reserves the right to change the facilities or transport described in any publication without being liable for any compensation or refund.

11. The Company Authority

Any decision made by the tour guide, acting as a Company representative, shall be deemed final on all matters. The company shall not be responsible or liable for any client who commits an illegal or unlawful act in any country visited, or the consequences of such an illegal act. The client may in such circumstances be excluded from the tour without a refund, at the sole discretion of the Company or Company representative. If the Company considers a client unsuitable for a tour (due to mental or physical illness or implied danger to any other Client or Company representative) it may at its sole discretion decline to carry the Client further. If a Client causes severe inconvenience or annoyance to other Clients, the Company may decline to carry the client further, without any refund whatsoever. This will only occur after extensive intervention by the tour guide or Company representative.

12. Client Responsibility

12.1. It is the Client's sole responsibility to ensure that passports, visas, travel permits and inoculations required for the tour, are obtained well in advance and are in order in terms of all the countries to be visited. It is the Client's responsibility to meet any additional costs incurred either by the Client (or by the Company on the Client's behalf) as a result of any failure by the Client to comply with such requirements. The Company may not be held liable for any failure on the part of a client to be in possession of the correct travel documentation.

12.2. The onus is on the Client concerned to fully acquaint themselves with the Terms and Conditions set herein and all matters such as visas, required documentation, payment schedules and cancellation policies.

12.3 It is the Client's responsibility to check the latest FCO advice (foreign & commonwealth office) for the countries they will be travelling to.

13. Luggage Allowance

Baggage is strictly limited to one large bag, weighing a maximum of 15 kg. Also allowed will be a smaller hand-luggage bag or camera bag per Client. These restrictions are essential because of the nature of the tour. Because overloaded vehicles are inherently dangerous and cause unnecessary transport problems, potentially endangering Clients and Company representatives, the Company insists that every Client adhere to these luggage restrictions.

14. Booking on scheduled departures

14.1. Group Size

Our group size usually varies between 2 and 8 maximum. By traveling in small groups, the advantages are that campsites and/or lodges are not invaded and time is not wasted in trying to assemble and control large groups of people. It also enables the Company to offer a far more personal service. Our safaris are usually

made up of individuals, couples and sometimes groups of friends aged between 18 and 65 years. With the mere physical and youthful mentality which prevails on these tours, they are generally not suited to anybody over the age of 65 years. There is no upper age limit on any tour or safari, but for any Client over the age of 65, the Company requires a medical certificate to confirm physical ability for the chosen tour. Indemnity forms must be completed by a parent or guardian of 21 years or older, for children wishing to participate who are between the ages of 12 and 18.

14.2. Transport

AfriRover cc vehicle fleet comprises fully equipped Mercedes Sprinter 4x4 Vans (9-seaters), and Land Rover Defenders (3-seaters) with comfortable seating, large windows for game viewing and a music systems. An off-road trailer may be fitted to all vehicles and is equipped with a field kitchen. All luggage is carried in the boot compartment or in the trailer to ensure maximum comfort inside the vehicle.

14.3. Participation

The degree of satisfaction and enjoyment you feel at the end of each day and at the end of the trip will depend on you and your capacity to enjoy yourself. This capacity, combined with an active and enquiring mind and a willingness to participate, is essential for all tours. The Company offers two types of participation safaris: Non participation, where clients do not need to participate in safari duties; Semi-Participation where the clients have to put their own tents up, help with food preparation, dish-washing and help with the packing and unpacking of the vehicle. A degree of flexibility is essential because of the mere nature of the parameters in which we have to operate.

14.4. Accommodation

For Camping safaris, the Company makes use of one 3-person dome tent per 2 people. Thick (5cm) foam sleeping mattresses are provided for these camping safaris. Other accommodation utilized includes bungalows, rondavels, log cabins, lodges, hotels and tented safari camps, for days where accommodation is specified in the itinerary.

14.5. Prices and Local Payment

We endeavour to ensure that every Client is fully aware of all costs involved on each trip. The costs on some tours are divided into two payments. The first amount is paid directly to AfriRover or the Agent before the tour commences; the second amount is the local payment. The local payment must be paid directly to your tour guide in cash in the currency specified on the itinerary. The local payment covers day-to-day group expenses like food, entry fees, local guides etc. Our price, in conjunction with the local payment, includes accommodation, transport on the tour, meals and activities as per itinerary, camping equipment (except sleeping bags), permits, entry fees and a trained and qualified tour guide.

15. Discounts

15.1. Only one discount may be used at any time. Discounts cannot be combined or used in combination with any other specials.

15.2. All discounts apply to the per person tour price. Please note that flights, airport taxes, single supplements, local payments and special permits are excluded.

15.3. All discounts are subject to tour availability.