

Lewis & Luyt Travel Ltd Terms and Conditions

Company Number: 14991175

Registered Address: 50 Chatto Rd, London, England, SW11 6LL

Terms and Conditions

Contract:

1.1 The contract will become effective as from the date the invoice is completed and the deposit, referred to in Clause 2.1, is received by Lewis & Luyt Travel (hereinafter known as the Company).

1.2 Any person making a reservation as per Clause 7.3 accepts the terms and conditions of this agreement set out hereunder.

How to Book & Pay:

2.1 On receipt of the acceptance document & quote a 30% non-refundable deposit will be payable to secure the accommodation and flights (if applicable).

2.2 The Company must receive the balance of the contract price no later than 3 calendar months prior to departure.

2.3 If the Company does not receive the full contract price 3 calendar months before the departure date, the Company may cancel the reservation and retain whatever deposit or other funds it has already received from the client or his agent.

2.4 Payments can be made by bank transfer or by credit or debit card. While the Company does accept major credit cards including Visa, Mastercard, American Express and Discover, a click or signed authorization for every transaction must be provided by the client. The authorization is an agreement for the Company to charge the clients card and an acknowledgement and agreement to these Terms and Conditions including the cancellation terms. As such, the client agrees not to make any improper chargebacks

Cancellation Policy:

3.1 Any cancellation of a confirmed booking must be done in writing (email) to the Company whereupon cancellation charges as per Clause 3.2 will apply.

3.2 In all cases, the deposit will be non-refundable. If the booking is canceled, the following fees apply relative to the amount of notice given.

1. **If cancelling within 3 calendar months of departure, the full price of the trip will remain due.**

2. **If cancelling 3 calendar months or more the greater of either the deposit or 30% of the full trip price will be due.**

3.3 If any member of the traveling party is prevented from traveling, the person(s) concerned may transfer their place to someone else (introduced by the client) as long as the following conditions are met:

- i. All suppliers and third parties accept the transfer of names or are able to re-book. Air tickets are rarely transferable.
- ii. The client signs an authorisation to transfer the trip into another name.
- iii. The transferee accepts these terms and conditions.
- iv. The transferee provides the Company with new travel insurance details.

Where a transfer to a person of the client's choice can be made, all costs and charges incurred by the Company and/or incurred or imposed by any of the Company's suppliers as a result together with an amendment fee will be payable by the client. Any overdue balance payment must also be received.

Covid-19 Cancellation Policy:

In the event of cancellation due to Covid-19 border closures or travel restrictions in country of origin, refunds will depend on each individual suppliers policy, including all transfers and activities.

If necessary, this policy will be adjusted as the situation develops.

Our Changes Policy:

5. If a booking is changed, the Company will make every effort to offer the client an alternative of a comparable standard. Should the alternative be of a lesser standard, the client will be refunded the difference, but should there be an increase, the client shall have the right to either reject the alternative and obtain a refund of the relevant portion of the original contract sum, or to accept the alternative and pay the increased cost. In the event of the client rejecting the alternative tour and claiming a refund, such rejection will be treated as a cancellation and the refund will be calculated according to Clause 3.2 hereof.

The client shall have no claim against the Company for any damages arising out of the alternative booking.

Price Changes:

6.1 The Company reserves the right to increase the price of any tour prior to departure due to factors beyond the control of the Company, such as, without being limited to, and increase in

flight fuel prices, new Government legislation, accommodation bed levy or conservation levy increase, etc.

6.2 If the Company announces an increase in the tour price in terms of this Clause, such addition amount will be discussed with the client and will be supplied in written format, prior to any further invoicing.

Responsibility and Liability:

7.1 Neither the Company nor any person acting for and on behalf of the Company shall be liable for any loss or damage whatsoever arising from any cause whatsoever and without restricting the generality late or non-confirmation or acceptance or bookings, loss or damage caused by delays, sickness, injury or death, whether occasioned by negligence or not.

7.2 The Company shall have the right at any time at its sole discretion, to cancel or the remainder thereof or to make an alteration in the route, accommodation price or other details. This would include any event of any tour being rendered impossible, illegal or inadvisable by weather, avalanches, strike, war, government or other interference or due to any other cause whatsoever. The extra expenses incurred as a result thereof shall be the responsibility of the client.

7.3 Any person making a reservation with the Company (refer to Clause 1.2) warrants that he or she has the necessary authority to enter into this contract on behalf of the person or persons included in such a booking. The person making the reservation shall be liable for the total amount due to the Company.

Client's Obligations:

8.1 It is the onus and responsibility of the client to obtain the necessary **comprehensive insurance** before departure for any possible cancellations, medical expenses, medical emergencies and evacuation, protection or personal property and money.

8.2 The onus is upon the client to ensure that **passports and visas are valid** for the duration of travel. The Company cannot be held liable for any necessary visas or other travel documents not held by clients. In the event of a client not having the necessary documentation to enter any area or country, the Company shall not be held responsible to the client for further travel arrangements.

Adults traveling with childer under the age of 18:

9.1 As from 01 June 2015, all persons under the age of 18 years, arriving, transiting and/or departing from South Africa are required to produce an unabridged birth certificate indicating the biological parents of the minor. In the case where only one parent is traveling with the children, a consent from the other parent in the form of an affidavit is required. Alternatively, a court order granting full parental rights and responsibilities to the person traveling with the minor or a death certificate of the other biological parent must be produced. Airlines will be forced to refuse travel

to families not in possession of these documents. These new regulations have been implemented to combat child trafficking.

Health and Personal Safety:

10.1 The client shall be reasonably fit to undertake the tour.

10.2 Anti-malaria precautions should be commenced prior to tour departure. A medical doctor should be consulted for advice.

10.3 The Client acknowledges that tours offered by the Company take place in remote wilderness areas, often in the presence of wild animals and in conditions that may pose inherent risks. The Client participates in the tour at their own risk, and the Company, its employees, and agents shall not be held liable for any injury, illness, death, loss, or damage sustained during the tour, howsoever caused, including but not limited to acts of nature, wildlife encounters, third-party actions, or personal negligence.

Baggage:

11.1 Clients are limited to 20 kilograms on all domestic flights. Excess baggage can be purchased prior to departure and is the responsibility of the client.

Airline and Car Hire Clause:

12.1 The Company will act as the agent of the client when booking the client with an airline or air charter service. Any requested flight ticket changes, after receiving the deposit, will be for the clients own account.

12.2 Charter flights are normally operated by smaller type aircraft. Luggage is strictly limited to 10-15 kgs (depending on terms of particular airline used) per person in soft hold all type bags. Due to heat, it is not safe to overload aircraft thus this limit needs to be strictly controlled.

Excursions:

13.1 Please note that when booking an excursion locally, the client contracts with the local company providing that excursion and not the Company. The Company has no legal liability for anything that goes wrong on such an excursion and any claim which you might have arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions.

Data Protection:

14.1 In order to process the client;s booking and to ensure that travel arrangements run smoothly and meet the client's requirements, the Company needs to use the information the client provides such as name(s), and address(es), any special needs/dietary requirements etc. The Company takes full responsibility for ensuring that proper security measures are in place to

protect this information. The Company must pass the information on to the relevant suppliers of the client's travel arrangements such as airlines, hotels, transport companies and so on. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law. The Company will not however, pass any information on to any person not responsible for part of the client's travel arrangements. This applies to any sensitive information that the client gives to the Company such as details of any disabilities, or dietary/religious requirements. If, however, the Company cannot pass this information to the relevant suppliers, the Company cannot accept the client's booking. In making a booking, the client consent to this information being passed on to the relevant persons. The client is entitled to a copy of their information held by us. If the would like to see this, please contact the Company during normal working hours.

14.2 The information the client is required to provide may include debit/credit card details. As set out above, the Company take full responsibility for ensuring that proper security measures are in place to protect this information. In accordance with applicable legal, regulatory, and business requirements this information will be securely deleted as soon as it is no longer required.

Jurisdiction:

15.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales. Please note that it is important to consult with a legal professional to ensure that the jurisdiction clause is appropriate for your specific situation and jurisdiction.