



TERMS & CONDITIONS

Travel agreement/contract

This travel agreement is between the client and Five Stars Tours & Safaris. In terms of this travel agreement a booking is defined as a reservation which is done by the client or the client's travel agency. The client is defined as the person who accepts the booking on behalf of him self.

Travel agency is defined as any agency that places or accepts a booking for any person or group of persons or company with Five Stars Tours & Safaris.

Deposits and Payment

Upon receipt of tour confirmation a non refundable deposit of 20% of total tour charges shall become payable, the balance being due and payable 45 days prior to departure date. In the event of bookings being effected less than 45 days before departure the full amount charged will forthwith be payable.

Cancellation

Cancellation must be made in writing. Upon receipt of the written notification, Five Stars Tours & Safaris will confirm receipt thereof and this date will determine the following charges.

- Up to 28 days prior to departure: Deposit forfeited
- 28 to 21 days prior to departure: 30% of total cost forfeited
- 21 to 14 days prior to departure: 50% of total cost forfeited
- 14 to 7 days prior to departure: 75% of total cost forfeited
- Less than 7 days to departure: 100% of total cost forfeited

It is mandatory for the client to be in possession of a cancellation insurance policy. Please note that if the reason for cancellation falls within the terms of any holiday insurance policy, which the client must hold, then any such charges would normally be refunded to the client by the insurance company, subject to the terms of the insurance.

Passport and visas

Travel agencies and clients must ensure that passports and visa's are valid for the countries visited. Five Stars Tours & Safaris cannot be held liable or responsible should a passenger be refused entry into any country for any reason.

Changes and delays

By the company: The company shall reserve the right to change any tour due to unforeseen circumstances (e.g. airlines not running on schedule, road conditions, weather, mechanical breakdown, accidents and political instability) beyond the control of Five Stars Tours & Safaris. The company will try to provide adequate alternatives, but will accept no liability.

By the client: In case the client changes the itinerary on his own request, the company shall try to accommodate the client, but may charge cancellation fees. This is subject to a new quotation, which will be given by the client in writing.

Authority on Tour

At all times the decision of the tour guide will be final on all matters likely to endanger the safety and well being of the group. The client must at all times strictly comply with the laws, customs and foreign exchange regulations of all countries visited. Should the client be detected in any contravention of the law, custom or exchange regulations, or should the client be a nuisance to the group, the guide may order the client to leave the tour without the right of refund.

Accidents

While every precaution is taken to ensure the safety of all persons participating on the tour, the client his/hers, heirs, dependants, agents, executors or their assignees, hereby irrevocably waive any rights they may have to claim, any form of compensation for any damages which the client may suffer due to injury or death whilst on, or at any time after the tour, from Five Stars Tours & Safaris. Under no circumstances will Five Stars Tours & Safaris be responsible for the death or injury or loss, which might occur to such persons sustained from any case whatsoever. The client hereby indemnifies

and holds Five Stars Tours & Safaris harmless against any and all claims whatsoever the nature.

Health

It is the client's obligation to ensure that he is medically fit and able to embark on the tour. We recommend the vaccination against Hepatitis before travelling. Anti-malaria precautions should be commenced prior to departure and clients should bring insect repellents on tour.

Photography

Five Stars Tours & Safaris reserves the right without giving further notice, to make use of any photographs or films produced during any of their tours for general publicity purposes without payment or permission.

Insurance

It is a condition of travel with Five Stars Tours & Safaris that all guests must have insurance for medical expenses, baggage loss, cancellation/curtailment, default and personal accident.

Liability/Responsibility

The client should get him/herself acquainted with customary practices. Five Stars Tours & Safaris as well as co-operating agents do act in the capacity of agents for the clients in all matters and will under no circumstances whatsoever be responsible and be exempt from any liability for accidents, injury, delay, loss or damage to property or any other loss or damage from whatever it may arise. All tours are subject to the conditions of the concerned airlines, hotels, restaurants and all other contractors involved.