Booking Terms & Conditions

These Booking Terms and Conditions contain important information and it is essential that you carefully read and understand them.

1. The Contract is between Simply Travel and the Client, being all persons named on the booking form as travelling or intending to travel with Simply Travel. The person making the booking that is subject to these terms and conditions warrants that he/she is above 21 years of age and has full authority to do so on behalf of all persons named and confirms that all such persons are fully aware of and accept these conditions. No employee or agent of Simply Travel has the authority to vary or waive any of these terms or promise any discount or refund.

2. Acceptance of bookings will be confirmed in writing to you or your travel agent. Upon formal confirmation of admittance to the tour, the participant agrees that the tour producers:
   a. Reserve the right of participation in the tour. Clients agree to accept the authority and decisions of Simply Travel’s employees, tour leaders and agents whilst on tour. If in the opinion of such person, the conduct of a client before or after departure appears likely to affect adversely the safe operation and normal conduct of a tour and the enjoyment of other tour participants, the client will be ordered to leave the tour immediately with no right of refund.
   b. Shall at all times be entitled to make any arrangements for the issue of any ticket or coupon for transport or arrangements for conveyance or any accommodation as they in their discretion may think advisable. In issuing or obtaining the issue of any ticket or coupon, or arranging for transport, conveyance or accommodation, act as agents only and shall not in any way be liable as principals.
   c. Shall not be liable, under any circumstances whatsoever & whether in contract or delict for any damage, injury (including death), loss, delay or inconvenience of any sort whatsoever which shall be caused to any passenger whilst on any tour or journey or while being a temporary resident in any foreign country as a result of any service provider not making satisfactory or any arrangements and whether caused through the act or default of any of the servants, agents or sub-contractors of the tour producers.
   d. Shall not be obliged to make any refund for arrangements specified in the itinerary and not used by participants and advise that their couriers or representatives have no authority or permission to refund any monies paid or to give any right to claim a refund from the tour producers who cannot hold themselves responsible for the obtaining of refunds on lost or unused transport tickets, although efforts will be made to claim settlement on behalf of passengers.
   e. Advise that each passenger agrees that he, his heir, executors, administrators and/or assigns shall indemnify the tour producers, its servants and agents from and against all claims for damages from any cause whatsoever to any person who may make a claim against the tour producers or any of them, whether loss or damage to property in the custody of the passenger or arising out of any injury to, or the death of any passenger, whether or not such claim is based on negligence of the tour producers, its servants or agents or any sub-contractors of the tour producers.
   f. Reserve the right at any time to cancel or modify the tour or change any of the facilities, services or prices quoted (including flights, transport, hotel accommodation or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for any inconvenience, loss of time or enjoyment due to these changes.
   g. Shall not be liable for any delay in, change to or cancellation of trips due to Force Majeure wherein circumstances are beyond the reasonable control of Simply Travel and include but is not limited to war or threat of war, riot, civil unrest, terrorism, industrial disputes, disease, natural, industrial or nuclear disasters, adverse weather conditions, fire, strikes or government travel advice. In such events, monies paid will be refunded, less any disbursements, expenses, or any other commitments incurred on behalf of the client and in such an event the tour producers will accept no further or other liability whatsoever.

3. Payment –
   To secure a booking, Simply Travel requires a minimum deposit of R1000 in the low season and R2000 per person in the high season. Deposits are non-refundable and non-transferable. This payment is deemed confirmation that the Client has read and accepts Simply Travel’s booking terms and conditions. For special tours, sporting events and for bookings made less than eight weeks prior to departure, the full tour price is payable upon confirmation. Clients booking by telephone, facsimile, e-mail or via the Internet will be deemed to have read the booking conditions and accepted them. The balance of all monies
due, including any surcharges applicable at that time must be paid eight weeks before departure. Failure to remit final payment on the due date will result in the cancellation of reservations, forfeiture of deposits and may attract cancellation fees.

4. Prices and Validity

All prices quoted are for cash transactions based on prevailing tariffs and exchange rates at the time of acceptance of the quotation and payment of the required deposit and are subject to tariff increases and currency depreciation until your full payment has been received. The tour producers reserve the right to pass on any surcharges to the client to cover increases in transportation costs, including the costs of fuel and security charges, landing and departure taxes at ports and airports over flying and airport charges. Surcharges will be made without notice to cover any increases that may arise from such circumstances prior to receipt of full payment by Simply Travel.

5. Flight Bookings

Simply Travel will use its best efforts to ensure that all flight prices are correct at the time that they are quoted. Flight bookings are created when the payment of a deposit is received and whilst a booking may be held for the client, the fare can only be guaranteed when the flight booking has been paid for in full and the ticket has been issued. Full payment is required immediately upon confirmation when special, advance or Instant purchase; promotional and inclusive tour fares are used in conjunction with land arrangements and are subject to special conditions, restrictions and penalties as stipulated by the airline concerned. Flight bookings are not transferable and airlines reserve the right to amend or withdraw any airfare without prior notice. Simply Travel reserves the right to decline any booking at their absolute discretion.

6. Airline Responsibility

Passengers must travel as ticketed and are responsible for their onward flight reconfirmations that must be done at least 72 hours prior to flight departure. Failure to do so may result in the cancellation of flight reservations by the airline. A baggage allowance of 20kg is permitted on international flights. The airlines concerned are not to be held responsible for any act, omission, or event during the time passengers are not on board the aircraft. The ticket in use by the airline when issued shall constitute the sole contract between the airline and the purchaser of the ticket.

7. Your Tour

Simply Travel operates normal, sports and adventure tours to destinations the world over, including certain regions where the standards of accommodation, transport, safety, security, hygiene, medical facilities and other infrastructure may, at times be lower than those you would normally expect. All trips, but especially those to sporting events, visiting remote or unstable regions or areas with extremes in climatic conditions or dangerous wildlife, involve a risk of injury, psychological trauma, disease, loss or damage to property, inconvenience and discomfort. All bookings are accepted on the clear understanding that the clients are fully aware of the risks and potential hazards and agree to assume all such risks associated with the journey, which they undertake of their own volition.

8. Disclaimer

The tour producers, their associates, servants and agents act as booking agents for airlines and service providers and accept no liability for any injury, damage, loss, accident, delay or other irregularity whatsoever and howsoever arising and render the services on condition that they shall in no way be liable or accept responsibility in respect of any detail, negligence or otherwise with regard to airline bookings, hotel accommodation, sightseeing tours and transport or any other services nor are they liable for any loss or additional expense or inconvenience caused by changes in arrival or departure schedules, delays, missed transfers or flight connections, sickness, injury or death or any other cause whatsoever. Simply Travel will not accept responsibility or liability for any client who contravenes any law or regulation of any country visited. Any independent arrangements made by any clients are done so entirely at their own risk. The client warrants that he/she has not relied on any representation made by the tour producers that has not been stated expressly in these terms and conditions.

9. Cancellations

The Client may cancel his/her booking at any time by communicating the cancellation advice to Simply Travel in writing. Written notification is essential even if verbal notification of an intention to cancel has been given. Upon receipt of your
written cancellation by the tour producers, the following charges will apply. Beyond 8 weeks prior to departure – forfeiture of deposit, between 4 to 8 weeks 50% of the total tour cost, between 2 to 4 weeks 75% and within 2 weeks of tour departure 100% of the total tour cost. Special sporting events carry 100% cancellation charges. In addition to the above-mentioned charges, cancellation charges for air tickets issued by and on behalf of Simply Travel will apply as determined by airline tariff regulations and may vary due to the fare used and type of ticket issued. The full insurance premium is payable in the event of cancellation by the Client. The reason for cancellation, will determine whether these charges may be recoverable under your insurance policy. No refunds will be considered if you should leave a tour for any reason after the tour has begun.

10. Travel Insurance

Is mandatory for all clients booking a tour produced by Simply Travel. Clients are solely responsible for arranging their own travel insurance cover against their sustaining any loss or expenses arising from unforeseen circumstances prior to or during the entire period of their proposed journey. Clients together with their personal property including baggage are at all times solely at their own risk. The travel insurance cover automatically provided with credit card purchases does not provide adequate cover as standard. A suitable insurance policy should provide adequate cover for accidental death or disability, medical expenses, including any related to pre-existing medical conditions, helicopter rescue and air ambulance, delays, cancellation & curtailment, loss of baggage, personal effects, money, travel documentation & personal liability. The tour producer is able to assist clients in obtaining a suitable insurance policy and in accordance with the Tourism Act No. 72 Section 22 of 1993, the tour producer hereby offers Travel Insurance to the client. Where the client declines to purchase suitable insurance cover offered by the tour producer he/she indemnifies the tour producer against all responsibilities and liabilities howsoever arising due to his/her failure to purchase adequate insurance cover. Clients should satisfy themselves that any travel insurance insurance arranged through the tour producer is exactly what they require and should arrange supplementary insurance if need be. Clients arranging their own insurance cover should ensure that there are no exclusion clauses limiting protection for the type of activities in their tour. Clients are required to carry proof of insurance with them and produce it if reasonably requested by the tour producer’s employees, agents or service providers. The tour producer reserves the right to cancel the client’s participation in a tour at any time, including after the start of the tour, with no right of refund, if the client is unable to provide proof of insurance.

11. Pre-existing Medical Conditions

At the time of booking, clients must inform Simply Travel of any pre-existing medical conditions that might reasonably be expected to increase the risk of their requiring medical attention, or that might affect the normal conduct of a tour and the enjoyment of other tour participants. Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition and make proper arrangements for the provision of any medication or other treatment that may be required during the tour. Failure to make such disclosures will constitute a breach of these booking conditions and result in such persons being excluded from the tour in which case all monies paid by the client will be forfeited. In the case of ill health whilst on tour, Simply Travel may make such arrangements as it sees fit and recover the costs thereof from the client.

12. Ages, Fitness and Participation

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour. Persons over 60 years of age may have to provide medical evidence of fitness to travel on certain itineraries. Persons under 18 years of age will be accepted on tours only if accompanied by a parent or guardian who accepts full responsibility for them. Simply Travel reserves the absolute right to decline a booking at their sole discretion.

13. Unused services and refunds

No refunds will be considered for no-shows or any unused services irrespective of whether they form part of the basic tour price, or in respect of pre-booked optional arrangements. No refunds on partially unused car rentals, apartment reservations or package components. No refunds in the event of delays and or cancellation of special sporting events due to acts of God, Force Majeure, weather conditions or any other unforeseen circumstances.

14. Amendments & Late Bookings

A fee of R100.00 per amendment will be charged for amendments made to confirmed bookings in addition to any cancellation and administration charges applicable to documents or vouchers submitted for refund or re-issue. A late
booking fee of R100.00 per booking will be charged for bookings made within 15 days of departure. Any
amendments/cancellations enroute may be made directly with our local operators and may incur additional fees.

15. Travel Documentation
Simply Travel produces tours expressly for the South African market / passport holders. Visa regulations and restrictions
applying to foreign passport holders should be confirmed and adhered to by the clients at the time of booking. The
responsibility for compliance with all governmental regulations relating to the provision of current and valid passports (at
least 9 months), visas, inoculations, vaccinations, re-entry permits and the like where required is that of the client alone.
Visas do not represent a guarantee of admittance to any destination and immigration authorities reserve the right to deny
entry, repatriate, deport or prosecute alien visitors who fail to present the necessary documentation upon request or
contravene immigration laws. Visas are issued at the sole discretion of the consulates or visa issuing authorities concerned in
accordance with their specific visa application requirements and issuing terms and conditions. Their decision is final and no
correspondence will be entered into. Moreover, they are not obliged to give any reasons for the refusal of visas, forfeiture of
application fees, nor will they assume any responsibility for any financial loss or inconvenience that may be sustained by the
applicant in the event of a refusal, delay, loss of passports / travel documents or any irregularity that may arise during the
visa application process. In instances where Simply Travel is obliged or instructed to handle the visa acquisition process on
behalf of the client it does so on the explicit understanding that Simply Travel will not be held responsible for any delays, loss,
damage or costs howsoever arising. When issued, clients are urged to scrutinize their visas and check validity dates, official
stamps and all relevant details upon receipt of their passports and immediately report any error or discrepancy to the tour
producers who do not hold themselves responsible for any irregularities, errors or omissions caused by the visa issuing
authorities in which case any resultant costs to rectify the same will be borne by the client alone. The tour producer shall not
be held liable for any consequence of any nature arising from any non-compliance of governmental regulations by the client
who is further responsible to check all tickets, coupons and vouchers to ensure that they are in proper order prior to
departure from his/her point of origin in South Africa. Any discrepancies related to missing or incorrectly detached
flight/transport coupons, incorrect coupon data or lost/mislaid vouchers discovered after departure will result in the client
paying the service provider directly for services and no refund or reimbursement will be entertained.

16. Delays
The tour producer, its employees and agents shall not be responsible and shall be exempt from all liability for any delays
prior to departure from your point of origin in South Africa or during the course of any tour whether brought about by force
majeure, changes in flight schedules, overbooking by the airline, technical difficulties, strikes, adverse weather conditions or
any other circumstances whatsoever. It is understood that all expenses relating to any such unscheduled extensions viz.
hotels, airfares, taxi fares, meals, telephone calls etc. will be borne by the client.

17. Tour Price Exclusions
VAT, airport taxes, fuel and other applicable surcharges passport, visa and courier fees, insurance, laundry, telephone
bills, beverages, tips & gratuities to tour leaders, guide services, entrance fees, items of a personal nature, excess baggage,
optional excursions and services not stipulated in the tour itinerary or brochure.

18. Complaints
If you have a complaint whilst on your trip, you must make it known to the Simply Travel representative who will normally
be able to take appropriate action. If you are not satisfied with their response and feel your enjoyment of the holiday is likely
to be significantly affected you should notify us in writing and we will do our best to resolve the problem. If at the end of the
trip you feel that your complaint was not properly dealt with, you must notify us within thirty days of the end of your trip.

19. Courier Services
Passengers are personally responsible for the collection of their travel documentation from our offices. Courier fees are
not included in the tour price and will apply when delivery of their travel documentation is required. No responsibility or
liability shall attach to the tour producers, its employees or servants in the event of delays, loss, misdirection or theft of
travel documents or passports when using its company messenger, the post office, document exchange or independent
courier services for the delivery of ALL travel documentation to and from our offices on behalf of the passenger.
20. Guaranteed Departures
 Holidays that are not group tours are guaranteed to operate once a booking has been confirmed unless otherwise mentioned. All trips are guaranteed to operate once a minimum of two persons is booked.

21. Publicity
 You agree that Simply Travel may use images of you taken during the trip without recourse to you and without compensation for publicity and promotion purposes only, through whatever medium it chooses.

22. Authority of the Tour Leader
 At all times the decision of the Simply Travel tour leader or representative will be final on all matters likely to affect the smooth operation of the trip and the safety and well-being of tour participants.

23. Electronic Tickets
 If you purchased an electronic ticket directly from the airline over the internet, the credit card used to pay for the ticket must be presented by the cardholder upon check-in at the airport. Whilst the cardholder does not need to book and travel personally he/she must be physically present with the credit card used at the check-in counter. Failure to do so will result in the passenger having to make a guarantee payment either in cash or by alternative credit card.

24. Destination Enquiries
 Passenger enquiries with regard to local issues and prevailing conditions at your intended destinations should be made prior to departure from your point of origin. The tour producers make no representations as to the safety and security, prevailing conditions or other issues that may exist at any destination. Advice may be obtained from local governments, local consular offices or the official websites of the relevant foreign affairs / governmental departments concerned.

25. Hotel Check In and Check Out
 Times vary from place to place with the norm being 14h00 for check-in and 12h00 for check-out. Hotels reserve the right to charge for periods when the room is occupied before the normal check-in time and after the normal check-out time. For your comfort we therefore recommend that when booking the number of nights you intend to stay, you consider whether this covers your early arrival or your late check-out, neither of which is covered by the tour price. Upon check in, hotel staff will request an imprint of your credit card as a deposit for any in room services. You may settle your bill for any extras or have the cancelled voucher returned to you if there aren’t any when checking out.

26. Service Vouchers
 The Simply Travel voucher is our official document that serves as both a confirmation and exchange document for the arrangements you have purchased. You will be required to present it to your hotel, car rental or any other named service provider for the provision of the services mentioned therein. Vouchers are valid for the dates and services mentioned only and are not refundable, transferable or endorsable. Any unauthorized alteration renders the voucher null and void. Hotel, car rental or any other named service provider has no authority to refund any monies paid or grant any authority to claim a refund from the tour producers for lost or unused vouchers, transportation tickets, car rental and apartment or tour package components. Clients who have lost or mislaid their vouchers or are unable to present them upon request will be obliged to pay the service provider directly for the provision of services. There are no refunds for no-shows or any unused services that either form part of the basic tour price or pre-booked optional arrangements clients who may request upgraded and/or additional services not stipulated in the voucher are responsible to settle payment for the said services directly with the service provider concerned.

29. Airport Check-in
 Allow a minimum check in time of approximately three hours for international flights and one hour for domestic flights. Passengers are advised to check in as early as possible after the airline check in counters open to allow sufficient time to complete check-in, security and immigration formalities. Boarding gates close approximately twenty minutes prior to flight departure and are usually a considerable distance away from the departure control area. At most airports there are no longer any departure announcements so watch the departure information screens and report to your correct boarding gate in good time.
E. &.O.E.

I ________________________________ have read and understood the above mentioned Terms and Conditions.

___________________________  _____________________________
Signature                                                                                                                         Date