

#### Assured and Tailored Transfers Tours Accommodation Reg. number 2006/134374/23

Office 2A • Rotsvy Street • Hoedspruit Wildlife Estate Business Centre PO Box 1581 • Hoedspruit • 1380 • Limpopo Province • South Africa Tel Reservations: +27 (0)72 243 4843 • Tel Office: +27 (0)71 362 6307 E-mail: reservations@assuredtours.co.za • Website: www.assuredtours.co.za • Facebook: Assured and Tailored Transfers Tours Accommodation

## **TERMS AND CONDITIONS**

#### **Undertaking:**

Assured and Tailored CC undertakes to provide all services offered subject to the terms and conditions set out herein, which terms and conditions are accepted by the traveller.

### **Definition:**

- 1. Assured and Tailored means: Assured and Tailored CC
- 2. Traveller means: Individuals, groups, companies or other legal persons using the services offered by Assured and Tailored and includes the agents of travellers.
- 3. Service means: The provision of accommodations and/or transportation and/or meals and/or any and all other travel services and activities as offered or provided by Assured and Tailored and accepted by the traveller.

## **Quotations:**

- Quotations are based on itineraries and requirements specified by the customer. Upon receipt of the quotation, any changes requested by the customer which incur additional costs will be charged to the customer.
- Prices are subject to change in the event of a change in the price of fuel, entrance fees or in the rate of VAT without prior notice.
- Quotations are quoted in SA Rand and are only valid as stated on the quotation.
- All rates are quoted on a one-way basis unless otherwise stated.
- All services are carried out in air-conditioned vehicles unless otherwise stated.
- Our vehicles carry appropriate road transport permits, operating licenses, driver/guides are licenced, and applicable insurance carried.
- Identity documents/passports may be required for entry to Kruger National Park as well as neighbouring countries.
- Prices for services of sub-contractors may vary and such charges will be communicated to the customer in writing.
- Acceptance of the quotation will be regarded as also acceptance of Assured and Tailored CC Terms & Conditions of business.
- Confirmation and / or cancellation must be done in writing.

#### Our Quotations Exclude:

- All porterage and fees.
- All entrance fees.
- All meals and beverages.
- If there is only one driver / guide in the vehicle, he is only allowed to travel a maximum of 8 hours per day, thereafter a second driver / guide will be added for safety reasons.
- Driver / guide meals and accommodation for your account and arrangement.

#### Our Quotations Includes:

- Insurance (Passenger and General Public Liability)



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- Fuel
- Driver / Guide
- Vehicle
- Toll fees
- Complimentary bottled water for guest pleasure

## **Reservations and Deposits:**

### FIT Bookings:

- 10% deposit of the total quoted price is required to confirm a reservation
- 25% deposit is required if services are to be rendered within 31 90 days
- 100% payment is required if services are to be rendered within 30 days

**Block Bookings:** (More than three vehicles required for the same itinerary)

- 25% deposit of the total quoted price required to confirm a reservation
- 50% deposit is required if services are to be rendered within 31 90 days
- 100% payment is required if services are to be rendered within 30 days
  - For tours that include services of certain suppliers with more stringent policies, e.g. Hot Air Ballooning, Elephant Interaction and Elephant Back Safaris, Extreme Excursions and others, different payment terms may be enforceable. These will be provided when applicable.
  - Large group programs may attract specific payment terms which will be provided when applicable.
  - Airline reservations, payment immediately on booking. All airfare reservations are arranged subject to the conditions imposed by the respective airline.
  - If the required deposit of final payment is not received by due date, Assured and Tailored reserves the right to withdraw services.
  - The non-issuing of an invoice or non-payment of deposit will not exempt travellers from these payment terms.

**Cancellations:** Cancellations shall only be valid if received in writing.

#### FIT Bookings:

90 - 30 days before commencement of services 29 - 14 days before commencement of services 13 - 1 day before commencement of services No notice of cancellation or on the day of service 100% of the total quoted price
100% of the total quoted price

**Block Bookings:** (More than three vehicles required for the same itinerary)

- 90 – 30 days before commencement of services – No charge

29 – 14 days before commencement of services – 25% of the total quoted price 13 – 1 day before commencement of services – 50% of the total quoted price No notice of cancellation or on the day of service – 100% of the total quoted price

(We recommend that travellers take adequate personal cancellation insurance cover before departure from home.)

## Amendments:

Although much care has gone into the composition of programs and tours for travellers, however circumstances such as fuel surcharges or price amendments by suppliers may necessitate changes in costs and tour programs. Should this occur you would be notified as soon as possible, although Assured and Tailored does reserve the right to change the itinerary of the tour without prior notice. Notwithstanding that deposits or complete



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payments have been made, any increase up until the date of departure of arrangements resulting to the above are to be paid by the traveller. If such increases are unacceptable, the traveller may cancel his/her booking, though in so doing he/she is still liable to pay any cancellation charges imposed in the way of cancellation, administration, communication charges etc.

#### Payment:

- Full payment for services is required prior to departure.
- Although credit facilities may be granted to customers, as deposit for block bookings will still be applicable.

#### Children's Policy:

- 0 2 years of age Free of charge on all transfer services please enquire for tours and accommodation
- 3 5 years of age 50% of quoted per person price please enquire for tours and accommodation
- 6 years and older 100% of quoted per person price please enquire for tours and accommodation

#### Method of payment:

#### Bank transfers – Please use Assured and Tailored CC banking details:

- Business cheque account
- Assured and Tailored CC
- Standard Bank Hoedspruit
- Account number: 330875078
- Branch code: 052752

**Credit Card** – Should you be paying by credit card, you will be required to complete a credit card authorization form.

**Cash** – Cash payments welcome.

#### Insurance:

Assured and Tailored carries comprehensive liability insurance which can be made available on request.

#### Indemnity:

- Assured and Tailored, its affiliated subsidiary companies, agents and sponsoring organizations act only as agent for the suppliers of transportation, accommodations, food, and other goods and services provided to the passenger. All arrangements for transport, accommodations and services are made upon the express condition that Assured and Tailored shall not liable for any direct, indirect, consequential, or incidental damage, injury, loss, accident, delay or irregularity of any kind occasioned by reason of any act of omission beyond its control, including, without limitation, any act of negligence of breach of contract of any third party such as an airline, cruise line, train, hotel, restaurant, ground handler, etc., who is to of does supply any goods of services for a tour. Without limiting the foregoing, Assured and Tailored is not responsible for any losses or expenses due to delay or changes in schedule, overbooking of accommodations, default of any third parties, sickness, weather, strikes, acts of God, acts of terrorism, was, quarantine, criminal activity or for any other cause beyond its control.
- Safari programs may take travellers into close contact with wild animals. Rangers and guides should brief travellers accordingly, however, neither Assured and Tailored nor can their employees be held responsible for any injury or accident while on safari.





- We strongly recommend that travellers take adequate personal travel insurance cover before departure from home.

## Jurisdiction:

The law of the Republic of South Africa shall govern the relationship between Assured and Tailored and the traveller and the Courts of the Republic of South Africa shall have sole jurisdiction in respect of any claims and/or disputes which may arise between Assured and Tailored and the traveller, or Agent.

#### Passenger Luggage and Personal Effects:

- Personal belongings and luggage are carried at the owner's risk. Assured and Tailored CC accepts no liability for loss or damage under any circumstances.
- Passengers shall under no circumstances, carry with them on the vehicles any weapons, explosives or items which in the sole opinion of Assured and Tailored CC believes to be dangerous of hazardous, or likely to cause offence to other passengers of their property.

## **Exclusion of Liability:**

- Assured and Tailored CC shall not be liable in any way for partial of total failure to perform the contract by reason of any mechanical or other defects, breakdown, accident or any other cause including any strike or lockout, fire or act of God, or any claims, damages or expenses arising out of defects or failure as foresaid, or any delays in starting, transit, arrival or return of any vehicle.

#### Company Sub-Contracts:

- Assured and Tailored CC reserves the right to sub-contract in case of emergency and when this right is exercised, the substitute vehicle will, as far as circumstances permit, compare equally with Assured and Tailored CC vehicle. If such vehicle is not acquired, it remains the customer's right to obtain a vehicle to his own standard and cost. In the event of Assured and Tailored CC sub-contracting a vehicle, it is agreed that the substituted vehicle operator shall act as an independent contractor, not subject to the control of Assured and Tailored CC. It shall be deemed that the customer and the sub-contracted vehicle operator entered into a contract of hire
- and that the customer indemnifies Assured and Tailored CC against any claim for damage of otherwise resulting from the driving of the substituted vehicle.

#### General:

- Any agreement, of which these Terms and Conditions of Business form part of, shall be governed by the laws of the Republic of South Africa.

