



TERMS AND CONDITIONS IT BUSH BRAAI & SAFARIS

1. AVAILABILITY AND RESERVATION

- 1.1 Quotations are always in South African Rands, and valid for only 25 days.
- 1.2 Prices based on the services of outside contractors may differ. If there are any increases in the charges, amendments will be sent the client.
- 1.3 Accepting our quotations will be taken into consideration that you accept our terms and conditions from IT BUSH BRAAI & SAFARIS, and that all is understood.
- 1.4 No booking is confirmed until the client gets written information from IT BUSH BRAAI & SAFARIS
- 1.5 Confirmation of services will be only processed and confirmed by IT BUSH BRAAI & SAFARIS upon the receipt of an official voucher or a confirmation of an email from IT BUSH BRAAI & SAFARIS and payment for the requested service from the client.
- 1.6 We do not allow verbal quotations from any of our clients.

2. CANCELLATION POLICY

This agreement cannot be cancelled, except by agreement between IT BUSH BRAAI & SAFARIS and the client. The client's needs to accept that these cancellation terms are fair and reasonable. IT BUSH BRAAI & SAFARIS shall be at liberty in its discretion, to charge the hiring charge of a cancellation fee or any percentage thereof at :

- 10% of the tariff –on all cancellations as an administration fee;
- 20% of the tariff- within two weeks prior to the departure date
- 50% of the tariff –within one week prior to the departure date
- 100% of the tariff-within 48 hours or less prior to the departure date

Scheduled days safari tours must be cancelled at least 48 hours before prior to departure date to avoid cancellation fees. If the IT BUSH BRAAI & SAFARIS has already paid the third party, this amount will not be refunded to the client.

3. COMPLIANCE WITH THE LAW AND THE INSTRUCTIONS GIVEN BY THE DRIVER/GUIDE

- 3.1 The client should undertake to observe any regulations of the Motor Carrier Transportation Act, Tourism Act and Labour Act (Wage Determination Act 4520 of the Republic of South Africa, as amended as from time to time.
- 3.2 The client undertake to ensure that the passengers will obey any instruction issued by the driver/guide of the vehicle particularly where it relates to the safety of the passengers and the vehicle's concerned. The client should also ensure that the driver/guide approved by IT BUSH BRAAI & SAFARIS shall drive the vehicle at all times and that no passenger shall attempt or drive any of the company vehicles, obstruct or impair the driver/guide of any authorised person in the course of his/her duty.

4. VEHICLE RULES AND REGULATIONS

A driver/guide shall at all times be responsible and always follow the rules and regulation, and the client shall make sure that the rules and regulations are strictly followed. These rules and regulations are specified for ever passenger travelling with us, so as ensure their safety and comfort:

The customer will not permit the carrying of more passenger than the authorise number of seats in the vehicle, and will not allow any passenger to sit anywhere in –or on the vehicle, except in the passengers seats provided.

Passengers are required by South African Law to wear safety belts. And must remain seated when the vehicle is in motion.

Smoking is strictly prohibited on all vehicles.

No unauthorised Passengers are allowed on the vehicle during the tour. Passengers are not to leave any personal belongings in the vehicle.

5. PASSENGERS LUGGAGE AND PERSONAL EFFECTS

5.1 Personal belonging and baggage are being carried by the client at their own risk. IT BUSH BRAAI & SAFARIS will not be liable for any loss or damage arising from delay, death to a passenger, sickness and injury. And if their luggage or personal belongings in any manner.

6. PAYMENTS

6.1 All services offered by IT BUSH BRAAI & SAFARIS must be paid in full by the client within 30 days prior to the commencement of the services which booked and confirmed. Surcharge payment or damage to their property.

7. RIGHT TO DECLINE

IT BUSH BRAAI & SAFARIS gives the client the right to decline, to execute or to complete any contract, should the client fail to strictly comply with all the above conditions. Such rights, when exercised by IT BUSH BRAAI & SAFARIS, shall be without prejudice to its rights to claim damages or other specific from the client.

8. CHILDREN, AND AGE OR TOU RESTRICTION

All children must at least be accompanied by at least one adult. Some of our tours have certain age limit. Please check properly when you making your bookings. Please note that we do not guarantee any specific animals sightseeing or interaction with the animals, as these animals are all in their natural habitat and in the wild. It also applies to any other tours where we advertise interaction with animals with animals in conservation projects. Please check with your bookings if your pickup and drop off point are free of charge.

9. TIME KEEPING AND TOUR ADMENDED.

9.1 IT BUSH BRAAI & SAFARIS will always make reasonable effort to conform to the proposed timetable.

It does undertake to commence or to complete the journey at any specified time, and shall not be hold accountable for any manner whatsoever, for any total or partial failure to perform the contact by reason of any mechanical or other defects, accidents or any other course, breakdown, including strike, fire, or Act of God, or for any claims, damages and expenses arising from defector failure as aforesaid, or any delays in starting, transit, arrival or return of any vehicle.

9.2 The client will secure a detailed itinerary, highlight all departure and arrival times on route, as well as all venues, to ensure good time management. Sufficient time must be made available for coordination with other modes of transportation at destinations and venues

9.3 The client indemnifies IT BUSH BRAAI & SAFARIS from any claim which may arise from stopping at venues and altering the departure times not agree upon, prior to-or during the journey, as per the official itinerary

9.4 Should the fulfilment of any journey be rendered impossible, illegal, or in the opinion of IT BUSH BRAAI & SAFARIS inadvisable for any reasonable cause, cause, IT BUSH BRAAI & SAFARIS may at any time cancel such journey, or the remainder thereof; or make an alteration to the route, accommodation, price or other details thereof that IT BUSH BRAAI & SAFARIS may think fit, in its sole and absolute discretion.

9.5 If the Client indemnifies IT BUSH BRAAI & SAFARIS of any change to their itinerary that incurs extra expenses, the Client 2 will be held responsible for all costs in relation thereto.

10. INDEMNITY

10.1 IT BUSH BRAAI & SAFARIS is hereby exempted from, and shall not be liable for, any loss or any damage, direct or indirect, consequential or otherwise, caused to and suffered by the Client or any other party due to and arising from;

Any defect in the vehicle and arising from the use by the Client of the Vehicle and any luggage And Property stolen from the vehicle and damaged while in the Vehicle or left in the vehicle at anytime

- The provisions of the clause are stipulated for the benefit of IT BUSH BRAAI & SAFARIS, its service suppliers. Agents, nominees and sub-contractors, who are exempted accordingly

11. GOVERNING LAW

These conditions, and the relationship between IT BUSH BRAAI & SAFARIS and clients, are governed by the Laws of the Republic of South Africa and the Clients consents to the exclusive jurisdiction of the South African Courts. IT BUSH BRAAI & SAFARIS shall be entitled at its sole discretion, to institute any legal proceedings arising out of-or in connection with these conditions, in any Magistrates court having jurisdiction.

12. CODE OF PRACTICE

Registered drivers, guides and Vehicles

IT BUSH BRAAI & SAFARIS will comply with national –regional provisions and regulations relating to the provision of the transportation board.

IT BUSH BRAAI & SAFARIS will:

- use only registered guides, with valid PDP's and correct driving codes
- use vehicles that are registered and with correct/ valid transport permit documents.

13. DISPUTES

IT BUSH BRAAI & SAFARIS would prefer to have the opportunity of improving the client's experience, rather than satisfying any disappointments upon their return home. If Clients are dissatisfied with any of the arrangements that's IT BUSH BRAAI & SAFARIS has made, they should contact the sales manager on contact details provided whilst they are in South Africa. Tours& Tickets cannot accept any liability in respect of any complaint that is not reported to us in writing within 1 week from client's experience.