



**AFRICAN TAILORED TOURS®**  
— ESTABLISHED 2000 —

## **TERMS AND CONDITIONS AFRICAN TAILORED TOURS**

### **About us**

Founded in 2000, African Tailored Tours is an established DMC (Destination Management Company) specialising in high end and more budget, tailor-made travel for the discerning overseas visitor. Covering much of Southern Africa (South Africa, Namibia, Botswana, Zambia & Mozambique), our product knowledge, creative strengths, attention to detail and personalised approach to travel have earned us industry recognition and a loyal client base as well as a reputation for consistently exceeding the expectations of our clients.

### **Use of Site**

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

### **Disclaimer of Warranty**

The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including - without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

## **Our Rights**

We reserve the right to:

1. modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
3. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

## **Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

## **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

**Application** - All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of African Tailored Tours. ('the Operator') are subject to these terms and conditions ('the Conditions').

**The client and authority** -The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have **read and accepted** the Conditions and to have the **authority** to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

**Third party service providers** - The Operator provides Clients with travel and/or other services either itself or acting as agents for **principals** engaged in or associated with the travel industry, such as airlines. The Operator represents such principals as agents only and accordingly accepts **no liability** for any loss, damage, injury or death which any Client may suffer as a result of any

alteration, act or omission on the part of or the failure of such principals to fulfill their obligations, whether in relation to travel arrangements, accommodation or otherwise. The **contract in use by such principals** (which is often constituted by the ticket issued by the principal), shall constitute the sole contract between the principal and the Client and any right of recourse the Client may have, will be solely against such principal.

**Destination selection** – The Client acknowledges that it has selected the Itinerary and destination(s) based on information gleaned from brochures and/or the Internet. It also acknowledges that such brochures and/or the Internet have been compiled and are managed and up-dated by principals over which the Operator has no control. Accordingly the Operator cannot and does not guarantee that any destination will comply in whole or in part with such brochure and/or Internet.

**Booking, deposit & reservation - A non-refundable deposit of 20%** ('the Deposit') of the total tour price ('the Tour Price') as specified in the Reservation Form ('the Reservation Form') is required in order to secure the reservation, subject to payment of the balance of the Tour Price as specified herein. The Operator reserves the right to cancel any reservation if the deposit is not received. Upon receipt of **The Reservation Form** duly completed and signed and accompanied by the Deposit, you will be deemed to have confirmed all the information pertaining to your Itinerary ('The Itinerary') as correct and the Operator will, subject to availability, make the reservations necessary to secure the Itinerary.

**Payment and payment terms** - The **balance of the Tour Price** is due not later than six weeks prior to departure. If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a **courier service**, which will be for the Client's account or the Operator may cancel the Itinerary. The Client undertakes to pay the Operator interest at a rate of 5% above the prime rate charged by the Operator's bank on any payment made after the due date.

**Prices** -Prices are quoted at the ruling daily **exchange rate**. Until the Operator has received payment of the Tour Price in full, it reserves the right to charge any **fluctuations** to the Client account and the Client undertakes to pay for any such fluctuation on demand. However, once payment of the Tour Price in full is received, the price of the arrangements is **guaranteed**. However, should the **group** number deviate from the number required for the booking as specified in the Reservation Form or should unforeseen events lead to rescheduling by any principal, the Operator reserves the right to re-cost the Tour Price and raise a surcharge. Should any Client refuse to accept and pay such **surcharge**, the Operator reserves the right to cancel the tour and retain any payment made.

All payments to be made by a client to African Tailored Tours shall be free of exchange, deduction or set-off or whatsoever nature. Payments shall be made by the client to African Tailored Tours by way of cash, direct transfer, forex transfer or by credit card. The client shall provide African Tailored Tours forthwith, upon making any payment, with written proof thereof in the form of a deposit slip, remittance advice or credit card authorization form. The relevant reference number for the booking shall at all times be reflected on the proof of payment.

**Credit card payments:** We accept MasterCard and Visa credit cards. Payments by credit card will incur a bank charge of 4.5% of the payment amount.

If you do not have a credit card please utilise one of the other payment options, or simply log off and return to the site at a later time to complete your order. All of your order details will be saved online under in the Your Account section available for use whenever you're ready!

**EFT: (Electronic Fund Transfer):** Should you prefer to pay via EFT, you will need to add African Tailored Tours as a beneficiary on your internet banking and use your surname in the reference line for your payment

### Banking Details:

African Tailored Tours

First National Bank, Longbeach Mall Shopping Centre, Fish Hoek 7985, South Africa

Swift Code: FIRNZAJJ

Branch code: 260300

Account number: 625 227 88291

All payments due by a client to African Tailored Tours shall be made not later than 3 working days after confirmation of a booking by a client.

All transactions will be processed in South African Rands (ZAR).

**LATE BOOKING & AMENDMENT FEES** - A late booking fee of R 300.00 per booking will be charged in respect of bookings received within 4 working days prior to the travel date & for 2 working days or less R400 per booking. This charge is levied to cover communication expenses involved. An amendment fee of R 200.00 per booking will be levied for any changes to the confirmed itinerary.

**CANCELLATION** - In the event of **Client canceling** their reservations, the Operator shall have the right to either claim the deposit paid by such a passenger or to retain the Deposit and claim damages suffered by the Operator. The **Operator reserves the right to cancel** any tour before departure, in which event the entire payment will be refunded without any further obligation on the part of the Operator. The maximum **cancellation fee**, which may be imposed in the event of a Client canceling, is as follows:

Deposit of 20% non-refundable

6 weeks prior to departure 40% of the tour price

4 weeks prior to departure 50% of the tour price

3 weeks or less 100% of the tour price

**For more information and other payment options, please contact us via email**

**[info@africantailoredtours.com](mailto:info@africantailoredtours.com)**

### Security Policy

1. Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
2. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
3. The Merchant does not have access to credit details.
4. Virtual Card Services continually reviews and enhances its security in line with technological changes.

### Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials

from the Website).

**Legal Jurisdiction** -South African **law and the jurisdiction** of South African courts will govern the relationship between the Client and the Operator The Operator shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any **Magistrates Court** having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

**Conduct** -The Client agrees that he/she will at all times comply with the Operator's or others' requirements in regard to his/her **conduct** and he/she will not in any way constitute a **nuisance** to any other passenger on The Itinerary.

**Special requests** - Client, who have **special requests**, must specify such requests to the Operator in the Reservation Form. Whilst the Operator will use its best endeavors to accommodate such requests, it does not guarantee that it will.

**Amendments** - No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the Operator.

**Refunds** - **No refunds** will be considered in any circumstances whatsoever.

**Currency declarations** -The Client must lodge a **currency declaration** (in the event of trans-border travel) with the Operator before the travel documents will be released.

**Limitation of Liability** - The Operator will under no circumstances be liable for **any claim** whatsoever, unless such claim is due to the gross negligence of the Operator and such claim is lodged in writing with the Operator within 30 (thirty) days after the end of The Itinerary. Such liability will be subject to a limitation of R10 000,00 per Client and under no circumstances will the Operator be liable for any indirect or consequential loss or damage.

**Legal fees** -The Client will be liable for all **legal fees** on an attorney and own client scale in the event that the Operator has to engage a lawyer to enforce any of its rights or otherwise.

**Confidentiality** – The Operator undertakes to deal with all Client information on a strictly confidential basis.

**Entire Contract** -The Conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Operator or otherwise that is not included herein.

### **Updating of these Terms and Conditions**

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### **Contact Details**

3 Trimaran Close

Sunvalley

7975

Email: [info@aricantailoredtours.com](mailto:info@aricantailoredtours.com)

Tel.: +27 21 785 4974