



TERMS AND CONDITIONS FOR SERVICES AND PRODUCTS

Kura Safaris shall not be liable for any loss, damage or expense of any nature whatsoever suffered by the client of any traveller or delegate arising from:

- the cancellation or curtailment of any tour, accommodation or conference
- the loss or any damage to any property
- sickness, quarantine, weather conditions, war, strikes, riots and/or any other cause of any nature whatsoever, however caused and whether as a result of Kura Safaris negligence or otherwise.

No refund or credit will be granted for travellers that:

- leave the tour prior to completion date, or
- join the tour after departure date, or
- fail to join a tour

No refund or credit will be granted for travellers that:

- fail to arrive at the hotel/s or accommodation establishment/s
- arrive at the hotel 1 day or more later
- leave the hotel or accommodation establishment 1 or more days early

Kura Safaris accepts no liability for the death of, or injury to, loss and/or damage to, any person and/or property arising out of any act or omission of Kura Safaris, the supplier any staff or agent of Kura Safaris or a supplier, whether as a result of negligence or otherwise. The client and the traveller/delegate shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which the client and the traveller/delegate may be entitled under the provisions of the law of the Republic of South Africa for any loss or damage to person and/or property.

Should sickness or accident interrupt a tour or conference, or accommodation, Kura Safaris shall not be liable for any:

- loss, damage or expense arising there from, whether as a result of Kura Safaris negligence or otherwise, and



- refund, either total or partial, of money paid. Kura Safaris recommends that the client advises travellers/delegates to take the necessary insurance to protect themselves against any such eventuality.

Travellers/delegates may not carry any unlawful firearms, articles or substances whilst travelling with Kura Safaris, whether on a tour or a transfer, participating in a conference, or staying at a hotel or accommodation establishment. Should any traveller/delegate contravene the aforesaid prohibitions, Kura Safaris will be entitled to immediately exclude the offender from the tour/conference/accommodation and such traveller/delegate will be responsible for his or her own repatriation and all costs associated therewith. Kura Safaris will under no circumstance assist any such offender in any dealings or negotiations with any authority.

Travellers/delegates shall be solely responsible for complying with the formalities required by police, customs, health and all other authorities at the point of departure, at the destination and whilst in transit. Whilst Kura Safaris will endeavour to provide the client, prior to departure, with the latest information concerning such regulations and restrictions. Kura Safaris shall not be responsible and does not accept any liability for any inaccuracies or omissions in this regard.

Kura Safaris reserves the right to decline to accept or retain any traveller/delegate as a member of any group, conference, or on any tour or transfer at any time as the result of the non-payment of any amount due by the client in respect of such traveller/delegate or if such traveller/delegate interferes with any other member of any group and/or causes any disturbance or nuisance.

Should Kura Safaris appoint a tour leader or tourist guide in respect of any tour or transfer, the traveller/delegate must accept all reasonable instructions of such tour leader or tourist guide.

Kura Safaris reserves the right to alter or substitute routes, tours, accommodation, conference/function venues, refreshments, meals, itineraries, services, vehicles and/or arrangement should conditions necessitate. Kura Safaris will offer substitutes of equal value and will inform the client of any known changes before departure.

It is strongly recommended that all clients take comprehensive travel insurance including full medical cover, as well as cancellation and curtailment cover.



Luggage must be clearly marked. One standard set of luggage, comprising one suitcase and one overnight bag per person is allowed.

Luggage and personal belongings are carried entirely at owner's risk. Kura Safaris shall not be liable for any loss of- or damage to luggage or personal belongings, in any manner, whatsoever

If in the opinion of Kura Safaris the fulfilment of any tour, incentive or conference, or accommodation is considered impossible, illegal, or if in Kura Safaris opinion inadvisable because of weather conditions, avalanches, volcanic activity, strikes, war, government interference and/or any other cause not arising from Kura Safaris negligence, Kura Safaris may at any time cancel such a tour, incentive or conference, or accommodation, or what remains of it or make alterations in the route, accommodation, price and/or any other aspect thereof as it thinks fit, and any losses and expenses resulting from such cancellation or alteration shall be borne by the client.

In accordance with South African law and International Code of Practice, smoking is prohibited on vehicles at all times. The tourist guide or the driver will ensure that sufficient comfort stops are made to enable travellers to smoke outside, excluding public gathering places.

Alcohol consumption is not permitted on all of our vehicles

No unauthorised passengers are allowed on the vehicle during the tour.

The driver/guide shall at all times be responsible for adherence to the rules and regulations that are specified to ensure the safety and comfort for every passenger/client.

The passenger will be responsible for any loss or damage caused to the vehicle, its fittings or its equipment, if caused by the negligence of any passenger

Kura Safaris reserves the right to use smaller vehicles on its scheduled tours, day tours, overland tours or transfers should the number of passengers participating reduce sufficiently to warrant this.

Kura Safaris reserves the right to utilize the services of sub-contractors for tours, conference, transport, accommodation and travel services.

Accommodation is as specified in the tour itinerary, brochure or website. The use of specific accommodation is subject to availability. Kura Safaris reserve the right to make use of alternative accommodation.



Kura Safaris cannot be held responsible for errors caused by hotels/lodges/guest houses or any accommodation establishment in double booking/over booking rooms. The onus is on accommodation establishments to ensure that reservations that are confirmed in writing to Kura Safaris, or for which the accommodation establishment has received a deposit or full pre-

payment for services are honoured. Any inconveniences caused to the traveller or delegate must be compensated for by the accommodation establishment in error.

Kura Safaris has no direct day to day control over its suppliers. Therefore, Kura Safaris accepts no responsibility for any injury, damage, loss, accident, delay, irregularity and/or inconvenience which may be occasioned by any defect in any object (including a vehicle) utilized by any supplier for the supply of any service or by an act or omission of any supplier or its servants or agents.

Prices are subject to change without prior notice. Prices are also subject to adjustment in the event of changes in government-imposed taxes, fuel prices, air fares, hotel charges, tourism levies and/or the introduction of national, regional or local taxes or levies of whatever nature.

Quotations are valid only to the expiry date stated on the quotation and are subject to adjustment if the services quoted for are not available at the time of booking. Quotations are based on itineraries and requirements specified by the customer. Upon acceptance of the quotation, any changes requested by the customer which incur additional costs will be charged to the customer. Acceptance of the quotation will be regarded as acceptance of Kura Safaris Terms and Conditions of Business.

Payment shall be made in all instances (by account holders and non-account holders) in the currency in which the quotation was accepted or in which the invoice is made out. All payments shall be made to Kura Safaris free of deductions or set off of any nature whatsoever, at such place and in such manner as Kura Safaris may authorize from time to time in writing. Bank charges are the responsibility of the transferor.

Payment in approved foreign currency will be accepted at the rate of exchange applied by the bankers of Kura Safaris at the time of receipt of payment. Any shortfall resulting from exchange rate fluctuations will be for the account of the passenger.

If the client makes a booking on behalf of any party, the client warrants to Kura Safaris that the client is authorized by such traveller/delegate to make reservations on behalf of such traveller/delegate and is acting as such traveller's/delegate's agent and in so doing, binds such



party to these conditions. Upon the reservation being accepted and confirmed by Kura Safaris, the client warrants that the traveller/delegate has been informed of and is bound by the terms and conditions set out herein. The client indemnifies and holds Kura Safaris harmless against all claims for damage, loss and injury which any traveller/delegate may claim against Kura Safaris if such claim is excluded in terms hereof.

Provisional reservations held by Kura Safaris on behalf of the client/traveller or delegate will be released if no confirmation in writing has been received by the client/traveller/delegate by the “confirm by date”, or if no deposit has been received.

All information contained in Kura Safaris brochures/web sites/itineraries and price inserts are to the best of Kura Safaris knowledge and belief, true and correct, but Kura Safaris accepts no liability for any inaccuracies contained therein.

Kura Safaris shall not be held responsible for any errors in printed matter, brochures or websites representing:

- hotels, lodges, guest houses, bed & breakfasts and any other accommodation establishments
- conference, function, convention and any other meeting venues
- day tours, Garden Route tours, Overland tours, special interest tours, scheduled tours, incentive tours or any other tours.

All travel arrangements such as reservation of hotel/lodge/guest house accommodation, flight bookings, tour reservations, conference/function venue reservations, reservation of motor transport and the like, made by Kura Safaris are subject to the booking conditions and cancellation provisions of the supplier thereof.

Provisional reservations held by Kura Safaris on behalf of the client/traveller or delegate will be released if no confirmation in writing has been received by the client/traveller/delegate by the “confirm by date”, or if no deposit has been received.

When requested by Kura Safaris, the client/traveller/delegate shall pay a deposit to Kura Safaris to secure certain services.

The standard deposit requirements as a percentage of the total booking value are as follows:

- * 6 or more months prior to the commencement of the services: 10%
- * 3-5 months prior to the commencement of the services: 25%



* 1-2 month prior to the commencement of the services: 50%

* 7 days prior to travel: 100%

Kura Safaris reserves the right to change the standard deposit requirements, to be recorded in writing, on a separate contract between the client and Kura Safaris and to be agreed upon and signed by both parties. The percentage deposit required of the total booking value will be

determined according to the specific services required and the number of years, months or days prior to travel.

All cancellations must be made in writing to Kura Safaris and Kura Safaris will reply back in writing to the client/traveller/delegate that the reservation has been cancelled.

Should a reservation be cancelled by the client, traveller or delegate, cancellations fees will be due and payable as a percentage of the total booking value.

The standard cancellation fees as a percentage of the total booking value are as follows:

*** 30 prior to commencement of service: 10% of booking value**

*** 14-29 days prior to commencement of service: 25% of booking value**

*** 2-13 days prior to commencement of service: 50% of booking value**

*** One day before or on the day service commences: 100% of booking value**

Scheduled day tours must be cancelled at least 48 hours prior to departure to avoid cancellation fees. If Kura Safaris has already paid third party suppliers, this amount will not be refunded

Kura Safaris reserve the right to change the standard cancellation fees according to the client's specific reservation, to be recorded in writing on a separate contract between the client and Kura Safaris, and to be agreed upon and signed by both parties. The percentage cancellation fee will be assessed according to the terms and conditions for cancellation.

In all matters where it is or may be necessary to have recourse to the court, the court of the Republic of South Africa shall have sole jurisdiction to the exclusion of the courts of any other country and the prevailing law of the Republic of South Africa shall prevail.

Kura Safaris shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by in writing. No representation, term, warranty or condition



express or implied shall be considered to be or to have been made or agreed or implied by reference to any other writing, advertisement or conversation.

No indulgence which Kura Safaris may grant to any party shall constitute a waiver of any of the rights of Kura Safaris who shall not thereby be precluded from exercising any rights against the client and/or the traveller and/or the delegate which may have arisen in the past or which might arise in the future.

CHILDREN AND LIMITATIONS

- All children must be accompanied by an adult. Kura Safaris does not take responsibility for the supervision of children travelling on our vehicles.

In respect of Local Day Tours,

- children 12 years and older shall pay the full adult rate.
- Children under 12 years qualify for a 50% discount. This is subject to the terms of third-party service suppliers.
- The need for baby- or children's seats must be pre-arranged, but Kura Safaris cannot guarantee the availability thereof.
- Certain tours have age restrictions. Please check, when booking a tour, whether your children are permitted on that tour.
- Entrance fees charged by third party service providers may be charged for children.

We cannot guarantee the availability of third-party operators.

- Kura Safaris Tours reserves the right to terminate tour services if children are not behaving properly or causing disturbance.
- Children under 8 years are only permitted on game drives on a private tour, and on certain tours, at the discretion of the third-party service providers and Kura Safaris.
- Please note that we cannot guarantee any specific animal sightings or interaction with animals, as these animals are all in their natural habitat and wild. Similarly, this also applies to any tour where Kura Safaris advertises interaction with animals in conservation ventures.