

# FITS - TERMS & CONDITIONS ('the STC')

# **ROLE OF SANDOWN TOURS & INCENTIVES**

The role of Sandown Tours & Incentives (STI) is to customise tours & itineraries to suit the requirements of our customers. In doing so we may use independent suppliers for the provision of selected services ie: car & coach hire, luxury trains, hotels, private game lodges & airlines (the Suppliers).

#### THE CUSTOMER 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 STC and to have the authority to do so on behalf of the person in whose name the estimate, proposal or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered, including in the case of groups and incentives all the parties whose names appear on delegate or group lists (collectively referred to as 'the Customer')

## **PRICES**

Sandown Tours & Incentives (STI) will endeavour to maintain all the prices quoted. Costs are however subject to change according to availability. However where increases due to currency fluctuations, airfare increases, hoteliers increases and other factors outside STI's control do arise, surcharges will be made to cover such increases. The onus will be on the Customer to check that there has been no change in the price prior to making full & final payment. However once STI has received full payment on invoice, no surcharge will be charged. The final costing will be subject to the final number of guests traveling.

Airfares are however subject to increase and are subject to the price and conditions quoted by the airlines and cannot be guaranteed by STI.

#### **PAYMENT POLICY:**

No reservation is secure without a deposit of the total package.

An initial 25% non-refundable deposit of the total package is required within 7 days of confirmation.

Full payment is due 45 days prior to arrival.

In certain cases special terms & conditions are imposed by the suppliers which may include requesting an immediate full payment. In the event of this happening Sandown Tours & Incentives will inform the customer and request prepayment earlier than contracted.

In the event of any reservation within 30 days prior to departure, the total price is due immediately on confirmation and is non-refundable.

Documentation and vouchers will only be delivered to the customer on receipt of payment in full (and completed booking forms and travel declarations, if applicable) by the client.

If any payments have not been received on time, STI reserves the right to cancel the booking. Late payment may also result in cancellation of the reservation by the Suppliers.

Receipt of deposit acknowledges unconditional acceptance of the general terms & conditions.

Credit card payments are subject to surcharge.

# CANCELLATIONS – THIS IS A GUIDELINE ONLY. [Please take note of cancellations on the actual booking as certain properties have different cancellation penalties. Penalties may change in high season]

Deposit is non refundable.

Between 44 – 31 days prior to travel date 25% cancellation fees apply.

Between 30 – 21 days prior to travel date 50% cancellation fees apply

Between 20 – 15 days prior to travel date 75% cancellation fees apply

Within 14 days of arrival 100% cancellation fees apply.

Non -arrival will result in a no show penalty equal to 100% of the tour cost.

Should you miss your departure or fail to leave as planned, no refund will be due.

#### **RESPONSIBILITY**

STI makes every effort to ensure that all arrangements and services connected with your tour will be carried out as specified in the most efficient and effective way possible. Each tour requires the organization of transport, meals, entrance fees, accommodation, and or other facilities or services. However, we do not have direct control over the provision of services by the Suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for error and omissions of the Suppliers.

STI accepts no responsibility for any death, injury, damage, loss, accident, delay or other irregularity that may be occasioned by any defect in any vehicle or other form of conveyance, or by error or default of any company or person engaged in conveying passengers, carrying out the arrangements of the tour, or otherwise in connection therewith. STI will furthermore not be liable for any loss or damage or additional expenses caused by changes in schedules, delays, illness, injury, death or any other cause whatsoever.

#### **LIMITATION OF LIABILITY & INDEMNITY**

The proposed travel arrangements are made on the express condition that STI, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by any Customer (which shall be deemed to include the heirs, executors, administrators or assigns of the Customer), their luggage, or other property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of STI whatsoever. The Customer indemnifies and holds harmless STI, its employees and agents accordingly. STI, its employees and agents shall further more not be liable for any indirect and/or consequential loss or damages whatsoever.

#### **DELAYS**

STI does not hold itself responsible for any delays prior to departure nor during the course of the tour brought about by technical difficulties, strikes, weather conditions or any other circumstance whatsoever, whether foreseen or unforeseen. It is understood that any expenses relating to these unscheduled extensions (eg: hotels, meals, airfares, telephone calls etc) will be for the passengers' account.

#### **INSURANCE**

Passengers are strongly advised to take out an Insurance Policy against cancellation, curtailment charges, illness and baggage loss and default at the time of booking. STI will not be responsible or liable if the Customer fails to take adequate insurance cover or at all.

#### **VISA & HEALTH REQUIREMENTS**

It is entirely the Customers responsibility to ensure that all passports and visas are current, valid, obtained on time, and will be valid for 6 months after return to the home country. It is also the Customers responsibility to ensure that he has a minimum of 3 blank pages in his passport. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin.

It is the Customers responsibility to check if any vaccinations, inoculations or prophylactics are required and if yes to ensure that the rules are adhered to. Certain parts of South Africa are considered malaria areas and we recommend that the necessary precautions be taken. Please consult your local doctor or travel clinic.

STI will not be held liable for any consequence of any nature arising from the customer failing to ensure that he/she has complied with all such requirements.

#### **UNSCHEDULED EXTENSIONS**

In the unlikely event of there being unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of STI, its agents or the Supplier, it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc) will be **for the Customer's account**.

## SPECIAL REQUESTS

Customers who have special requests, must specify such requests to STI in writing and at least 14 (fourteen) days prior to departure. Whilst STI will use its best endeavours to accommodate such requests, it does not guarantee that it will

#### **FORCE MAJEUR**

Sandown Tours & Incentives shall not be liable for any failure to perform any obligation, or provide any service for the Customer's inability to partake of any tour or services contracted for due to any reasons beyond its reasonable control including without limitation, acts of God; acts of nature including fire, flood, earthquake, storm, hurricane, snowstorm or any other natural disaster; strikes; war; invasion; hostilities (whether war is declared or not) civil war; rebellion; revolution; terrorist activities; Government prohibitions or restrictions or any act of omission of any Suppliers.