



Terms & Conditions for Clients

Please find below our standard booking terms and conditions.

We strive to ensure that clients are matched with the correct local suppliers of travel services taking into consideration the client's wishes and budget. We will strive to ensure that our clients go with the correct operator while taking heed of various factors such as age, level of comfort required, highlights they want to cover, time available and budget.

These are the services we offer you and in order to ensure a correct understanding between ourselves and to clarify our relationship, these terms and conditions have been created. They govern our relationship and the terms of the services offered and accepted so please ensure that you have read through them and familiarised yourself sufficiently before entering into a contract with us as doing so means that you have agreed to be bound by these terms and conditions.

1. DEFINITIONS

"Eyes for Africa" refers to Eyes for Africa – SA Travel Facilitators CC (CK No. 2004/126613/23

) registered as a close corporation in the Republic of South Africa.

"Client" – refers to the person/agent/s who is/are named and identified on the booking form or invoice as the confirmed party/ies embarking on the trip or excursion and by being so named contracts and is held bound by these terms and conditions, notwithstanding that not all the person/s might have signed the booking form and/or that an agent might have made the booking, in which case such agent will be similarly bound. All such person/s named in the booking form or agent acting on its client's behalf shall be jointly and severally liable for the due performance of their obligations in terms hereof and agree to be bound by the terms and conditions contained herein.

"Trip" – refers to any tour, excursion, safari or similar booking made with Eyes for Africa and as described in the itinerary attached thereto, as applicable



“Quotation” – the written document supplied to you by Eyes for Africa and marked as such, valid for a period of 7 days from the date thereon for the itemized purpose and constituting an invoice for goods and services supplied or to be supplied as the case may be.

“Services” refers to and includes but is not limited to, the trip as well as the procurement of accommodation, transport, transfers by Eyes for Africa on behalf of the client with third party suppliers of various establishments relating to the travel industry and including all services incidental thereto.

“You or Your” – refers to the client as defined.

“Supplier/s” refers to the third party agent with whom Eyes for Africa books services on behalf of the client, including but not limited to tour operators, travel agents, shuttles, accommodation establishments, safaris and so on.

In the interpretation of these terms and conditions the headings are used for reference only and do not aid in the interpretation of the contents.

Any reference to the singular shall include reference to the plural and vice versa while any reference to gender includes reference to both genders and any reference to natural persons will include reference to legal entities.

2. BOOKING PROCEDURE

1. To secure your reservation, a 25% (twenty five per cent) deposit will be required to be paid to Eyes for Africa at the time of reservation of the booking and submission of the completed booking form or provision of client’s details (in case of agent). Failure to do so timeously will result in the automatic cancellation of your booking.

2. The remaining balance of payment amounting to 75% (seventy five per cent) must be paid to us 45 days prior to the commencement of your booking however if you have booked your trip within 45 days of departure, the full payment must be paid withing 48 hours from date of reservation to secure your booking.

3. Payment to us will need to be made in South African rand (ZAR) via EFT

Any bank charges incurred as a result of such a payment or foreign exchange differences will be for your account, notwithstanding the method of payment chosen.

4. Eyes for Africa reserves the right to cancel reservations should your deposit or balance of payment not be received on time.

5. Eyes for Africa reserves the right to increase a quotation before receipt of payment should the supplier increase the prices, this despite the quotation already having been issued.



6. Should you have paid in full for your booking and there are increases that occur in pricing that neither ourselves as agent nor the suppliers have any control of, you will be liable for these increases and will be billed accordingly. This can be as a result of several factors including, but not restricted to, Government Tax increases that affect tourism related services and Park Fee Increases.

3. WAIVER, INDEMNITY AND LIABILITY

1. We act as agents between yourself and suppliers to secure the best booking for you as client however we cannot be held responsible for any defects, changes or cancellations in the bookings or trips, which includes, but is not limited to, delays, loss or damages arising from any causes, including dissatisfaction with the booking ,or any loss, damage or delay caused by the suppliers or any third party.

2. All vouchers, tickets and receipts issued by the supplier, tour operator or any third party will be subject to their terms and conditions and you undertake to abide thereby while doing so and participating throughout the trip at your own risk and liability.

3. Documents (vouchers, itineraries, etc.) are prepared on receipt of full payment of the package price, and will be ready 3 weeks prior to departure unless requested earlier. Documents will be sent via email. It is important that all details of your travel documents (including your itinerary are checked before leaving South Africa. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact Eyes for Africa immediately. Eyes for Africa will not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof and you have left South Africa.

4. Eyes for Africa, its management, employees, agents and assigns are hereby indemnified by yourself against any claim for loss or damage whatsoever that may arise or have arisen in connection with any services supplied or offered by or in connection with them.

5. Any claim or claims which you, your agent, executor, heirs or assigns may have for any compensation for damages or loss, or the like from Eyes for Africa resulting from injury or any loss occasioned whatsoever, are hereby irrevocably waived and this includes any transportation to or during the trip as well as any illness, injury or death arising during or after the trip.



4. CANCELLATION AND REFUND POLICY

1. All cancellations must be done in writing and receipt thereof acknowledged by Eyes for Africa to be a valid cancellation.
2. Cancellation of bookings is subject to the following conditions:
 - 2.1 Cancellation 6 weeks or more prior to arrival date will be liable to administration handling fee of 25%
 - 2.2 Cancellation 4 weeks prior to arrival will be subject to a 50% cancellation fee
 - 2.3 Cancellation 2 weeks prior to arrival will be subject to 100% cancellation fee
3. We will endeavour to confirm your booking as soon as possible after receipt of payment of deposit however should we fail to secure this booking for any reason whatsoever, we reserve the right to select equivalent accommodation in the same price class.
4. You will not be entitled to refunds for a no show or for a partially used booking.
5. In the unlikely event of a misquotation being made by Eyes for Africa, we reserve the right to cancel a booking without any liability if the misquote results in a cost implication and any payment already made will be refunded to you. Similarly Eyes for Africa will not be held liable for any error on our website, brochures or other advertising and marketing material, and reserves the right to correct it once any such error has been brought to our attention, which may result in the cancellation of a booking and refund of any payment already made, without any liability arising on behalf of Eyes for Africa.
6. Should any errors occur on our website, brochures or other advertising or marketing material with regard to pricing, Eyes for Africa reserves the right to correct it as soon as it is brought to our attention and cannot be held bound thereby.

5. COMPLAINTS AND DISPUTE RESOLUTION

1. Any complaints must be addressed in writing to Eyes for Africa via email to info@eyesforafrica.co.za
2. We aim to reply within 30 days of receipt of your complaint and will make every effort to resolve any dispute after investigation with the relevant supplier and this will be communicated back to you as soon as possible. As we act only as agents however, it cannot be guaranteed that any dispute will be resolved to your satisfaction as resolution thereof may be beyond the control of Eyes for Africa.



6. PASSPORTS AND VISAS

1. It is your responsibility to ensure that all your/your client's travel documents are in order and up to date and immigration regulations such as visas and / or permits are satisfactorily obtained and in your possession for travel. It is advisable that you contact the consular or embassy of your destination country as well as countries passing through, in order to verify the requirements and ensure that you are adequately prepared. No refunds due to incomplete travel documentation will be given or entertained.

2. Your passport must have sufficient blank visa pages available in accordance with the regulations of the various African countries. It is recommended that a minimum of 2 (two) blank pages per country that you will be visiting or passing through be available in your passport.

Furthermore, your passport must be valid for the prescribed period as contained in the applicable regulations of the countries you will visiting or passing through.

3. If you are travelling with a minor child, you will need their unabridged birth certificate and if only one parent is travelling with the minor, you will need to provide a letter of consent from the absent parent that the minor is allowed to travel with you.

4. This is not a comprehensive list of the required travel documents and should not be construed as such.

7. CHANGES TO TRAVEL ITINERARIES

1. We will present you with an itinerary but travel through Africa is intended to be fun, spontaneous and adventurous. This results in the itinerary being little more than a guideline of your trip and subject to change as there are many factors and conditions beyond the control of Eyes for Africa and the supplier, such as extreme weather, political conditions, outbreak and road conditions to mention, but not be limited, to a few.

2. Should alternative arrangements be deemed necessary, Eyes for Africa will endeavour to provide this as adequately as possible but which may incur extra costs for which you are liable. Should alternative arrangements not be possible, we will strive to refund you the portion of unutilized services, subject to our recovery from the supplier. Similarly should you choose not to partake in the alternate itinerary, Eyes for Africa will strive to refund you as above and subject to recovery from the supplier.

3. Should it be necessary to arrange alternative or additional transport to the end destination of the trip, Eyes for Africa will assist where possible and any additional cost of procuring such transport will be payable by you, as necessary.

8. INNOCULATION, IMMUNISATION AND MEDICATION

1. African countries have varying inoculation, immunisation and medication requirements and it is essential that you familiarise yourself with these and take the necessary action timeously as travel will not be permitted unless you meet these requirements which are your full responsibility. It is furthermore your responsibility to be familiar with all diseases, both



real and potential, when travelling to and through Africa and to take the necessary precautions and vaccinations.

2. It is also your responsibility to ensure that you are medically fit and healthy for travel and in some cases you may be required on request to provide a medical statement from a medical specialist to confirm that you are fit and healthy to travel.

9. ILLNESS OR DISABILITY

1. If you are suffering from any illness or disability, or are undergoing any medical treatment, you must declare this openly and honestly to Eyes for Africa at the time of booking your trip. In a similar manner, if you are affected by any condition that may affect you or others during your trip in any way, you must comprehensively advise Eyes for Africa at the time of your booking.

2. It is your responsibility to make arrangements for the provision of any medication or treatment while you are away

3. Failing to declare any conditions, illnesses, disability or the like, will constitute a breach of these terms and conditions and can result in you being excluded from your booked trip or excursion without refund of any payment.

10. TRAVEL INSURANCE

1. The purchase of sufficient comprehensive travel insurance is mandatory and must be confirmed at the time of your booking.

2. Should you fail to obtain comprehensive travel insurance timeously, all and any costs arising from the possible need to cancel, re-route or follow different travel arrangements including an emergency medical procedure will be for your own cost and Eyes for Africa indemnifies themselves wholly from any harm, loss or damages that you or your heirs or assigns may suffer as a result.

11. AUTHORITY OF TOUR LEADER (GROUP TOURS)

1. The tour leader adopts an authoritative position in relation to you as client and for the peace of mind and safety of everyone on the trip, must be adhered to at all times during the trip. By booking the trip, you abide to be bound by the decisions and leadership of the tour leader at all times.

2. Similarly it is your obligation to behave in a responsible manner throughout the trip and any illegal, unwarranted, or inappropriate behavior on your behalf and/or any behavior which constitutes a nuisance can result in your trip being terminated with immediate effect and without any recourse to a refund.



12. GENERAL LEGALITIES

1. All the terms and conditions governing your trip and our relationship are set out in this document that you have agreed to upon completion of your booking form or by paying the deposit which serves as confirmation. These terms and conditions will prevail in the event of any contradiction in the documents so please ensure your familiarity with them as you have agreed to be bound hereby.

No party shall be bound by any express or implied terms, representation, promise or the like not recorded herein.

2. No variation, amendment, addition or deletion of these terms will be binding unless expressly agreed to by both parties, being the client and Eyes for Africa, in writing.

From time to time, updated and amended terms and conditions will be necessitated due to changes in policy, administration and legislative alterations. Please ensure that you are familiar with the most recent document.

3. No relaxation or indulgence will constitute a waiver of these terms and conditions and both parties remain entitled to their rights as ascribed to them in terms hereof, despite not insisting on them at any given time..

4. Should any of the terms and conditions as found herein be deemed to be invalid or null and void as determined by a court of law, the rest of the provisions will remain in full force and effect as if the former had not been included.

5. The terms and conditions of this agreement and supporting documents will be governed by the Laws of South Africa and shall be enforceable within the Republic of South Africa and its Courts.

6. The parties hereby consent to the jurisdiction of the Magistrates Court of South Africa in respect of any action or proceedings which may be brought, provided that Eyes for Africa shall be entitled to bring proceedings in the High Court, where such proceedings would, but for the foregoing, be beyond the jurisdiction of the Magistrates Court and can do so at their own election.

7. In the event that Eyes for Africa institutes proceedings in order to recover costs, the costs of recovery and all associated costs will be for your account on an attorney and own client scale.

8. No responsibilities, rights or obligations in terms of these terms and conditions can be assigned or ceded by you to a third party.

9. Should Eyes for Africa be prevented from carrying out any of its obligations in terms of this agreement due to causes beyond its control, Eyes for Africa shall not be held liable to continue with its obligations while the causes persist and further more shall not be held liable for any delays or losses or damages which may be incurred as a result.



13. DOMICILIUM AND NOTICES

1. The parties choose domicilium et executandi (domicilium address) for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising out of these terms and conditions and any ancillary documents, their addresses as follows:

Eyes for Africa – 5 Victoria Lane, Greyton, South Africa, 7233. The client – the physical address as provided on the booking form.

2. Either party will be entitled to change its address from the foregoing as long as same is done no later than 7 days before any such issue of process or similar and same is done by written notice and so acknowledged by the other party receiving such notice.