

# TERMS AND CONDITIONS

General Terms and Conditions for:

**OVERLANDERS 4 x 2 (Pty) Ltd.**

**With Registration Number: 2016/355936/07**

(Hereinafter the Travel Organizer)

This extended travel information, all schedules, rules, and route description are part of the travel agreement / self-driven holiday. Ensure that you read these well before you proceed to book a trip.

## **1. BOOKING:**

- 1.1 When booking for this tour the traveller, acknowledges and accepts all risks related to such tour and booking of such tour.
- 1.2 After booking you will receive a confirmation via email including an invoice for a down payment of 50% on the total amount within seven (7) days from confirmation (negotiable).
- 1.3 Four (4) weeks before the departure you will be required to pay the remainder of the total price for the tour.
- 1.4 You, as the traveller, are obliged to disclose all relevant, personal circumstances that may influence the execution of the trip at the time of the booking. For instance (but not limited) illness, handicaps, allergies, general condition/s.
- 1.5 It is important that you firstly read the extended travel information before you book the trip. This is also part of the Travel agreement.

## **2. CANCELLATION OF THE TRIP BY THE TRAVELLER:**

- 2.1 Cancellation of the trip by the traveller should be made known immediately by phone to the Travel Organizer.
- 2.2 Subsequently the cancellation must be confirmed in writing via email to the Travel Organizer by the traveller.

### **2.2.1 IF YOU CANCEL A TRIP, THE FOLLOWING COSTS APPLY:**

- Cancellation fee of the trip up to 56 days before departure costs, 20% of the travel amount.
- Cancellation fee of the trip between 56 and 28 days before departure costs, 50% of the travel amount.
- Cancellation fee of the trip between 28 and 21 days before costs, 75% of the travel amount.
- Cancellation fee of the trip within 21 days before departure costs, 100% of the travel amount.
- Cancellation fee of campsites and accommodations which are booked by the Travel Organizer at request of the Traveller via Internet or mail it also may be the case that deviating cancellation, conditions are applicable. The cancellation conditions of the (local) partner, hotel, lodge or booking, office is hereby applicable. In order to cover the financial risk of the cancellation of a trip, the advice is always to purchase cancellation insurance.

### **3. CANCELLATION OF THE TRIP BY THE TRAVEL ORGANIZER AND LIABILITY:**

- 3.1 Dependent on the conditions for a minimum number of participants, the trip may be cancelled by the Travel Organizer. In addition to trips with guaranteed departure dates (irrespective of the number of participants) there are also trips whereby the minimum group size is 5 vehicles and/or ten (10) people.
- 3.2 In principle the Travel Organizer will always strive not to have to cancel the trip. The Travel Organizer may feel obliged to cancel a trip when there is an insurance of circumstances that can be of influence on the quality, execution, or safety during the trip. In case of cancellation of a trip the Travel organizer commits to notify the traveller hereof, as soon as possible stating the reasons.
- 3.3 In case of cancellation of a trip by the Travel Organizer, cannot be held liable for incurred financial damage by the traveller or simply not enjoying the trip.
- 3.4 No liability is accepted for the costs and/or expenses, already made by the traveller (not limited), such as insurance, premiums down payments, visa costs, vaccinations, etc.
- 3.5 The Travel Organizer accepts no liability whatsoever for damage and/or injury, incurred by the traveller, inflicted by whom-ever and caused by which-ever matter.

3.6 The Travel Organiser is not liable for loss, theft and/or damage to properties, including loss of monies. Obvious errors and mistakes in the travel program does not bind the Travel Organizer.

3.7 The Travel Organizer advises the traveller to purchase a trip and cancellation insurance as well as all applicable insurance cover, upon booking. In all instances the Travel Organizer shall strive in case of cancellation of a trip to offer the traveller a suitable alternative.

#### **4. PRE-CONDITION CHANGES AND LIABILITY:**

4.1 The Travel Organizer serves the right to change the price/s of the offered trip/s if the present VAT regulations change or when extra surcharges are imposed by the government or local authorities.

4.2 Furthermore, it is acknowledged that the possibility exists that the travel routes could be changed.

4.3 Local circumstances and the adventurous nature of these trips may have the consequence that before or during the trip smaller or larger adaptations must be implemented in the travel program or travel route.

4.4 The Travel Organizer is obliged to limit possible detrimental consequences for the traveller as much as possible and to look for alternatives that keep the nature of the original program as much as possible intact. In case of changes prior the departure, the traveller will be notified immediately or as soon as possible, stating the reasons. Furthermore, the traveller is expected to familiarize him/herself with the local circumstances in general, prior to departure on the tour.

4.5 Necessary changes to the travel plan or route will not entitle the participant to compensation.

#### **5. COMPLAINTS:**

5.1 Possible complaints over the execution of the travel agreement should be submitted in writing, possibly at the destination, where the reason for the complaint emerged, to the Travel Organizer, this will be addressed as soon as possible, but not less than three (3) days after the event being the reason for the complaint.

#### **6. DECISIONS BY ORGANIZER:**

6.1 Any and/all decisions taken by the Travel Organizer during the course of the tour will be binding on all participants on the tour.

6.2 In the event of a participant on tour misuses alcohol and/or any substance and/or cause conflict between participants, such person will receive a written warning from the Travel Organizer.

6.3 Should he/she continue with such action he/she may after the written warning be required to vacate their position as participant

6.4 \_\_\_\_\_  
\_\_\_\_\_

**7. VEHICLE:**

7.1 In the event of a vehicle breaking down during the tour, the Tour Organizer will do all the necessary in his capacity to assist such tour participant to the best of his ability to arrange mechanical assistance of the vehicle that has broken down.

7.2 Tour participants acknowledge that in such instance the tour may continue without the participant whose vehicle has broken down.

7.3 All costs and expenses and/or related costs for recovery and/or repair of broken vehicle will be for the tour participant whose vehicle has broken down.

**8. TRAVEL DOCUMENTS:**

8.1 Tour participants will be obliged to arrange all documents required to travel cross border.

8.2 Tour participants are required to take full responsibility of all risks related to the loss and /or damage to travel documents.

**9. DISPUTES AND/OR CLAIMS:**

9.1 Should any dispute arise between the parties related to this agreement, parties will be bound to resolve said via mediation or arbitration.

9.2 The parties must first attempt to resolve the dispute via mediation.

9.3 Parties can agree on a mediator within seven (7) days from dispute. Should they not agree on the mediator, AFSA will be approached to appoint such mediator.

9.4 In the event of mediation not being successful the matter will be resolved by arbitration.

9.5 Should the parties not agree on the appointment of an Arbitrator within three (3) days, AFSA will be approached to appoint such arbitration.

9.6 Parties will be equally liable for the costs of such mediator.

9.7 All legalities / disputes will be actioned at the place of The Travel Organiser's residing area.

**10. LAW APPLICABLE:**

Parties agree that the South African Law will be applicable on all matters related to this agreement and or arbitration.

## **AFFIDAVIT**

I, the undersigned;

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**(Full Name and Surname)**

**With Identity Number:**

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Do, hereby take oath and say;

1. I am an adult male / female who acknowledges the facts and contents of this Travelling Agreement and have no objection to the rules and regulations stated in this Agreement, the said facts contained herein are within my own personal knowledge and are to the best of my belief both true and correct, unless specifically otherwise indicated.

2. **I currently reside at:**

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3. **Next of Kin appointed whilst Travelling:**

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**Cell or Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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**The person I appoint is my:**

**Brother**       **Sister**       **Friend**   
**Mother**       **Father**

I Do declare that with the current situation in this country (South Africa) I need to indicate to the Travel Organizer who my Next of Kin is.

**DATED AT** \_\_\_\_\_ **ON THIS THE** \_\_\_\_\_  
**DAY OF** \_\_\_\_\_ **20** \_\_\_\_\_.

\_\_\_\_\_  
**(TRAVELLER)**

\_\_\_\_\_  
**(TRAVEL ORGANIZER)**

\_\_\_\_\_  
**Full Name and Surname:**

\_\_\_\_\_  
**Full Name and Surname:**