



GENERAL TERMS AND CONDITIONS

Thank you for your trust in us with your travel arrangements. Our mission is to provide you with a tailor-made service from enquiry to after travel and beyond. We provide our services based on the legal terms and conditions as described below to protect all parties and ensure a smooth booking process. It is important to note that the below terms and conditions will apply to all bookings, but we will do everything we can to assist and negotiate on your behalf wherever possible. We understand that circumstances vary and each booking will be treated on an individual basis. Please read these Booking Terms and Conditions carefully before accepting any of our services.

SERVICE PROVISION & DISCLAIMER:

JD Destinations & Travel provides the services to the client who contracts the service on the terms and conditions of this agreement.

JD Destinations & Travel only sells suppliers who meet our required standards, however please note that JD Destinations & Travel and its consultants or employees act only as an agent for the client in acquiring transportation, hotel accommodation, sight-seeing and other privileges or services for the clients benefit and on the express condition that JD Destinations & Travel and its employees shall not be held responsible for any loss, accident, injury or death, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in, or responsible for carrying out of any of the arrangements, or otherwise in connection therewith.

On receipt of payment (deposit or full payment, whichever is applicable) the client acknowledges that he/she has read and understood the above.

RATES AND PAYMENT TERMS:

Current prices and services are detailed on the quotations provided and are quoted in South African Rands unless otherwise stipulated. JD Destinations & Travel reserves the right to amend price quotations in the event of unforeseen increases in supplier tariffs taxes or other Government levies, tourism levies, fuel prices, other taxes of whatever nature or other factors beyond its control. Of which you as the client will be made aware of as soon as we are made aware.

All rates are calculated inclusive of VAT where applicable.

All quotations are valid only to the expiring date stated in the quotation and are subject to adjustment if the services quoted are not available at the time of the booking. Quotations are based on itineraries and requirements specified by the client. Upon acceptance, any amendments requested by the client or traveller, which incur extra costs, are for the clients or travellers accounts.

Provisional booking requests should be sent in writing to your relevant JD Destinations & Travel consultant. Once a provisional booking is made the space can normally be held for approximately 7-14 days (dependant on time of year, demand and supplier or property rules) JD Destinations & Travel will follow up when a provisional booking is due to expire, and we will then need to release the space on hold or confirm the booking.

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Confirmation of a booking should be made in writing to your JD Destinations & Travel consultant. On confirmation a 30% non-refundable deposit is required. Note certain properties may request a higher deposit of up to 50%. You will be notified by your consultant on the required % deposit during quoting phase. Balance payment is due no later than 60 days prior to departure. Where reservations are made within 30 days of date of arrival, payment is due within 72 hours. Note that in some circumstances, full payment is required to secure reservations to which you will be advised on confirmation of booking (e.g.: National Parks/Flights etc)

CANCELLATION POLICY:

We'd hate to see you go, but in the event of a cancellation, the following needs to be adhered to.

All cancellations need to be done in writing to your respective consultant at JD Destinations & Travel as soon as the client becomes aware that they will need to cancel. Cancellations are only valid from the date of receipt of a written and acknowledged cancellation notice.

Please note that as we make bookings on behalf of a variety of third-party operators, these cancellation conditions will vary dependant on each operator. In general, cancellation policies are as follows:

- Non-refundable deposit to confirm reservations.
- 60-50 days before travel: 50% cancellation fee.
- 0-49 days before travel – 100% cancellation fee.

Certain suppliers have more stringent cancellation policies, the details of which will be made available on request if applicable. It must be noted that some lodges and service providers may have different cancellation fee policies which will apply to their services. We will negotiate on your behalf to get the best possible solution for you and advise you accordingly.

Failure on the part of the client to comply with the terms and conditions set out herein shall entitle JD Destinations & Travel in its sole discretion and regardless of reservations and payments already received, to cancel or refuse to accept the client's booking.

**IMPORTANT: USD (\$), EUR (€) or any other currencies applicable outside of ZAR (R)
(Currencies used from time to time when quoting for travel in a country outside of South Africa)**

- i) The service item is charged in USD (\$), EUR (€) or any other currency applicable as the country in which the service is offered uses USD (\$), EUR (€) or any other currency applicable as its commercial currency.
- ii) The USD (\$), EUR (€) or any other currency applicable amount will not change; however, the ZAR (R) Rand items may fluctuate based on the Exchange Rate on the day of payment and will be advised to you by your agent prior to payment being made.

BOOKING CONDITIONS:

It is strongly recommended that all clients take out comprehensive travel insurance including medical cover, as well as cancellation and curtailment covers, as JD Destinations & Travel does not cover this. Should you have any queries surrounding your travel insurance and medical cover options, please do ask us prior to travel so that we can assist where we can.

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JD Destinations & Travel shall not be liable for any loss, damage or expenses of any nature whatsoever suffered by the client or any traveller arising from: a) the loss of or any damage to property; b) the cancellation or curtailment of any booking; c) Force majeure (acts of God), including but not limited to sickness, quarantine, weather conditions, war, acts of terror, riots, and/or any other cause outside the control of JD Destinations & Travel.

JD Destinations & Travel accepts no liability for the death of, or injury to, loss and/or damage to any person and/or property caused by unusual or unforeseen circumstances beyond their reasonable control.

Should sickness or accident interrupt travel arrangements, JD Destinations & Travel shall not be responsible and/or liable for any: a) the loss of or any damage to property; b) the cancellation loss, damage or expense caused to the client due to reasons beyond the control of the Company; c) refund either total or partial, of all monies paid. JD Destinations & Travel thus strongly advises all travellers to take out the necessary insurance to protect against any eventuality.

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

Travellers may not carry any unlawful articles or substances whilst travelling. Should any traveller contravene the aforesaid prohibitions, they will be responsible for his or her own repatriation and all costs associated therewith. JD Destinations & Travel will under no circumstance assist any such offender in any dealings or negotiations with any authority.

All travel arrangements such as flight bookings, reservations of lodge/ hotel accommodation, reservation of motor transport and the like, made by JD Destinations & Travel are subject to the booking conditions and cancellations provisions of the supplier thereof.

JD Destinations & Travel cannot be held responsible for delays in charter flights/road transfers caused by adverse weather conditions and resulting in delayed arrival/departure times or missed connections for onward travel arrangements. Please ensure travel insurance covers these circumstances.

JD Destinations & Travel reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. JD Destinations & Travel will offer substitutes of equal value and will inform the client of any known changes before departure. All efforts will be made to stick to the original itinerary where and as much as possible.

Road conditions and water flood levels are continuously changing, and in rainy season can change daily. We advise all self-drive clients to seek advice on current road conditions prior to travelling through the parks if possible. JD Destinations & Travel cannot be held liable for any road closures and changes to routes.

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PASSPORTS AND VISAS:

It is upon the travellers to ensure that their passports are valid for travel and that they are in possession of valid visas for all countries being visited and that all necessary health certificates for these destinations are in order.

CHANGE TO FLIGHT TIMES:

Regional flight times may change due to unforeseen circumstances. All schedule changes will be advised as soon as possible and upon notification from the supplier or airline respectively.

Charter flights are booked on a seat rate and there is often one or two stops enroute to destination. Intercamp flights and transfer times are advised before departure and the operators reserve the right to amend timings. Guests must ensure they adhere to strict safety restrictions with regards to luggage.

For any airline reservations, please ensure that the correct full passenger names are exactly as they appear on the passports. JD Destinations & Travel will not be held liable for incorrect spelling of names and should names on air tickets not correspond to the passports then charges may apply.

GENERAL:

JD Destinations & Travel shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it 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 addition to, variation, or agreed cancellation of these conditions shall be of any force or effect unless reduced in writing and acknowledged by or on behalf of any director of JD Destinations & Travel.

No indulgence which JD Destinations & Travel may grant to any party shall constitute a waiver of any of the rights of JD Destinations & Travel who shall not thereby be precluded from exercising any rights against the clients and or the traveller which may have arisen in the past or which might arise in the future.

Any claim or dispute which may arise between the client and JD Destinations & Travel or any travellers and JD Destinations & Travel including any claim for loss or damage due to injury, person or property shall be resolved by arbitration in accordance with the laws of South Africa.

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

Both parties undertake that neither of them will disclose the terms of this agreement or any other confidential information as to the business or affairs of the other which either may acquire through operation of this agreement to any third party other than may be required by law.