



Terms and Conditions:

Please be aware that it is important you have familiarised yourself thoroughly with the terms of agreement for a tour. These terms comprise the following elements: the brochure and/or website information, including price lists and itinerary, and the invoice and terms and conditions.

If the tour is booked AND paid for on the Junglers Adventure Tours website you should read all the relevant information contained within the documents.

These include:

- A) The brochure and/or website information including price lists and itineraries, which includes a detailed description of the tour, current prices and a specification of any expected extra expenses, as well as special regulations or information relevant to the specific tour. Flight times, visa requirements, etc., are frequently altered and information regarding these will therefore seldom be found in the printed brochures.
- B) The terms and conditions must be seen in context with the other relevant content of the terms of agreement as mentioned above. If there are conditions stipulated in the tour itinerary or practical information relating to the specific tour, these must be included in the information provided in our brochure and/or website. Otherwise, you may assume that the general terms and conditions for Junglers Adventure Tours are valid for your tour.
- C) Product liability insurance. In keeping with legislation regarding extended liability for tour operators, we always presume that our customers have familiarised themselves with the content of all the distributed material.

GETTING STARTED

In order to make your booking, please make sure that you have the correct names, nationalities and date of birth of all travellers as per their passports. Junglers Adventure Tours will hold an option of 7 days from the time we have confirmed a tour before the cancellation rules apply. If our service or a tour is booked less than 7 days prior to the date when the service is rendered or the tour commences, cancellation rules will apply immediately. If you need more time please let us know. If a hotel is fully booked Junglers Adventure Tours will try to offer you an alternative property of a similar standard and location.

A booking is binding for both the customer and travel agency once the deposit has been paid.

1. PAYMENT METHODS

All payments must be made by credit card, internet transfer (electronic funds transfer) or telegraphic bank transfer (SWIFT). Funds are normally cleared within five to seven working days. We are unable to accept cash and travellers cheques. The payment of bank fees for credit card payments and/or bank transfers are the responsibility of the customer and are strictly non-refundable. Upon Request, we can also send through a secure payment link which will include a 2% surcharge added to the total amount of the tour.

2. PRICE INCLUDES

We attempt to make every effort to ensure that our clients are fully aware of what costs are involved on each trip, and to avoid the situation of any surprise hidden costs. Our prices include transport for the duration of the tour, accommodation, group equipment (tents, pots, etc.), hire costs (boats, polers, etc.), permits and entry fees, a competent professional guide and all food for the duration of the trip (restaurants excluded). The food is healthy and every endeavour is made to suit all tastes, and we make as much use of local procedure as possible. We include coffee and tea, as well as fruit juice at breakfast, but all alcohol and soft drinks are for your own expense. **JUNGLERS** do not operate the food kitty system, because this causes delays during the journey while the passengers shop, and is open to misuse. All braai's and breakfasts are provided by us, but not meals en route to and from the area of the tour. As our program must be projected so far ahead and our prices are therefore subject to exchange rate fluctuations, we reserve the right to surcharge without notice, although this is against our intentions. Any special extra excursions are for the client's expense.

3. BOOKING PROCEDURE

If you wish to make a reservation it is advisable first to contact **JUNGLERS** to ensure that there is still space available on the particular venture or tour. If so then complete the booking form and send it along with a **25% NON-REFUNDABLE THOUGH TRANSFERRABLE** deposit to confirm your reservation. **IF THE FULL AMOUNT IS NOT PAID AS STIPULATED BY YOUR AGENT OR PRIOR TO DEPARTURE DATE OF SUCH TOUR / VENTURE**, **JUNGLERS** may, at our own discretion and without notice, be entitled to regard the booking as cancelled and to re-book the vacancy. Late applicants may join tours/ventures on an accommodation available basis.

Invoices are issued on booking confirmation, 50% payment is required at **45** days prior to departure and full payment is due **31** days prior to the departure date.

If a booking is made within 31 - 60 days of the tour departure date, 50% payment is required upon booking. If the booking is made within 30 days of the tour departure date, 100% payment is required on booking. Non-payment of stipulated percentage at time of confirmation, within 60 days of tour departure date, will result in the cancellation policy being applied.

4. INSURANCE

Comprehensive Travel insurance is compulsory and you should arrange such in your country of origin. You should be covered in event of cancellation or curtailment, death, any medical or rescue expenses, as well as for any loss of baggage, money or personal items. You may contact our office in this regard.

5. CANCELLATION PROCEDURE

Cancellation of any booking must be received in writing and acknowledged by **JUNGLERS**. If a booking is cancelled with the consent of **JUNGLERS**, the latter shall retain the full deposit. Should a person cancel a tour/venture and cannot find an immediate replacement:

- a) *If **JUNGLERS** have 31 days or more notice, only the deposit is forfeited.*
- b) *If **JUNGLERS** have 30 days or less notice, the deposit and in addition a cancellation fee will be payable by the client as follows:*
 - 30-21 days 50% of total fare*
 - 20 – 14 days 60% of total fare*
 - 13 – 0 days 100% of total fare*
- c) *If you fail to join a tour/venture or join it after departure, or leave it prior to its completion, no reimbursement will be made.*
- d) *The trip may be cancelled with no penalty charge should war, a life-threatening epidemic, or any other natural catastrophe or similar event occur within 14 days prior to departure. This will however be on the condition that your government advises against travelling to the specific area, and that the situation in question has arisen after the booking of the tour was made.*
- e) *Cancellations must be made in writing and delivered either by hand, post or electronic mail.*
- f) *In the case of serious illness, special cancellation terms can be negotiated;*

- g) In the case of hospitalization / death of a person for whom, or for whose benefit the booking was made, no cancellation fee will be imposed.
- h) In the unlikely event that Junglers Adventure Tours has to cancel a tour or a service for any reason, we will try to offer the choice of an alternative arrangement; otherwise you will receive a full refund. We will do our utmost best to inform you about any cancellations at the earliest possible convenience and at the latest 14 days before the commencement of the tour.
- i) The tour may also be cancelled due to circumstances beyond our control and which neither our partners nor we could have foreseen (force majeure). In such cases customers will be refunded the price of the trip but will not be able to claim any extra expenses. Should one of the aforementioned emergency situations arise Junglers Adventure Tours will always try to offer an acceptable alternative to the customer.

6. TRANSPORT

JUNGLERS operate with various brands of trucks, vans, Land cruisers etc, all chosen for their practicality and reliability. They seat up to 16 clients depending on the application.

7. GROUP SIZE AND AGE

Our group size usually numbers between 6 and 15 clients. Travelling in small groups means that we don't invade campsites and can avoid wasting time in constantly having to wait for people. It also enables us to maintain a far more personal service for our clients. From our experience our groups are normally made up of individuals, couples and sometimes groups of friends aged between 18 and 68 years. The sheer physical and youthful mentality, which prevails on these tours, makes them generally unsuited to anybody over the age of 68 years.

8. CHANGE OF BOOKING

If, after confirming your booking, you wish to change to an alternative departure date, you may do so subject to availability and by agreement with our booking office. An amendment fee will be charged. Should we not be able to accommodate your request and are therefore forced to cancel your booking, our standard cancellation procedure will apply.

9. EXCHANGE CONTROL REGULATIONS

Clients must realize that most African countries have certain currency restrictions with which they must familiarize themselves before travelling.

10. PARTICIPATION

The degree of satisfaction and enjoyment you feel at the end of each day and the end of the trip will depend on you and your capacity to enjoy yourself. This capacity, combined with an active and inquisitive mind and a willingness to participate, is essential for any of our tours. If you wish to be pampered and amused with minimal effort on your part, then our tours are not for you. Participation is essential on all trips and everyone is expected to help with chores to ensure the smooth running of the tour. A degree of flexibility is also essential because of the mere nature of the parameters in which we have to operate.

11. GUIDES

Our guides are mature adults who are young at heart and enjoy their work. They are chosen for their personalities, their interest in their environment, their experience and their ability to handle people. We have a hard core team of guides that are all registered with *the Field Guides Association of Southern Africa and South African Tourism*.

12. SLEEPING

Usually in tents/rooms accommodating two adults. Alternatively we utilize Inns, log cabins, bungalows and rondavels, even under the stars if desired. Camp beds are provided on our camping tours, but clients may bring inflatable mattresses for further comfort. Single clients may share accommodation with other clients.

13. LUGGAGE ALLOWANCE

Baggage on all our tours will be strictly limited to one large bag (barrel bag or internal framed backpack), weighing a maximum of 15kgs. We will also allow a smaller hand luggage bag or camera bag per person. In order to prevent complications on vehicles, airplanes and boats, this allowance must be adhered to. ***HARD SUITCASES WILL NOT BE PERMITTED.***

14. SPENDING MONEY

Each trip will require differing amounts of pocket money depending on the length of the journey, the individual's needs and the specific conditions of each tour. Money is needed for meals en route on the first and last day of travelling, curios, alcohol and soft drinks, specified restaurant meals, visas, airport taxes and transfers and additional excursions not included in the tour price. Tipping is a customary practice in Southern Africa.

15. KIT LIST AND FINAL INSTRUCTIONS

On receipt of your deposit we will send you a suggested packing list, which will supply you with a guide as to what to bring along and further useful information with regards to your tour. You will also receive a receipt confirmation which must be read carefully as it will display both the time, point of departure and the return destination of your tour.

16. ACCEPTANCE OF BOOKING CONTRACT

A contract between **JUNGLERS** and the client will only be deemed to be concluded once the client has received receipted notification from **JUNGLERS and JUNGLERS** are in possession of a signed booking form. The place of conclusion of contract will therefore be taken as Johannesburg.

17. AIR TRANSPORT

JUNGLERS will assist with any flight bookings and arrangements if requested. We will always endeavour to obtain the best prices possible, but we accept no liability regarding delays, cancellations or any other problems in this regard whatsoever. Passenger tickets in use by the specific airline when issued shall constitute the sole contract between the airline and the passenger.

18. MARKETING

Junglers Adventure Tours reserves the right to use any photographs and videos taken during the tour for use in marketing or any other advertising material, and the client hereby consents to such use. The client further agrees that the Company shall retain copyright over any such photographs and videos taken during the tour and/or used in its brochures and, to the extent necessary, the client hereby assigns copyright in such photographs and/or videos to Junglers.

19. MINIMUM PASSENGERS ON TOUR

The client acknowledges that the tour is subject to a minimum booking of 4 passengers (including the client). If the minimum booking is not obtained, the Company reserves the right to cancel the tour and refund the tour price to the client, in which event the client shall (for the avoidance of doubt) have no claim for any damages against the Company.

20. CONDITIONS

Due to the nature of hiking, camping, touring, driving and the general third world conditions on our tour/ventures, **JUNGLERS**, their employees, guides and affiliates, do not accept responsibility for any client or dependant thereof in respect of any loss, illness, damage, accident, fatality, delay or inconvenience experienced from time of departure to time of return, or subsequent to date of return, such loss, injury, etc. arising out of any such tour/venture be cancelled by **JUNGLERS** due to weather conditions or other reasons, it shall either refund full payment or offer a substitute tour/venture. Should **JUNGLERS** have to curtail a tour/venture for any reason due to weather conditions or other factors after the time of departure, **JUNGLERS** will not be liable for any form of refund whatsoever, although everything will be done to complete a tour/venture or to utilize an alternative arrangement or venue. Should a client decide to curtail a tour for any reason whatsoever, **JUNGLERS** will not be liable for any refund whatsoever.

21. RESCUES AND MEDICAL ASSISTANCE

In the unlikely event of rescue and medical assistance being needed, other than that being provided by **JUNGLERS**, the participant or his/her insurance company shall be liable for the entire cost thereof.

22. Travel documents

If travel documents other than an invoice are required, these will be emailed to the booking party upon receipt of the full payment of the respective tour. Additional travel documents could include detailed flight schedules (if included in the purchase), vouchers and an itinerary that includes pre-booked services for your destination. If you are participating in a tour with a guide or in an event described in the programme, you will not normally be given a voucher beforehand.

23. Passports and visas

Unless otherwise specified, obtaining a passport and visa for entry to the country/countries in which the tour takes place is the responsibility of the traveller. The traveller must ensure that he/she has a valid passport and visa and has given the travel agency the correct information regarding his/her name and nationality, etc. We draw your attention to the fact that the processing of visas may take several weeks. Junglers cannot be held responsible for travellers who for whatever reason may be denied entry at a border. Some countries require the traveller to be in possession of a suitable amount of currency, as well as a valid return ticket.

Please be aware that rules and regulations may change between the time of booking and the time of departure. Also, please note that there may be visa requirements when in transit. Your passport must normally be valid for a period of at least six months after returning from your destination.

We are always happy to try and assist however it remains your responsibility to make sure all your travel documents are in order. Each country has different requirements that need to be met so please contact your local embassy or go to the following website to find out exactly what visa requirements and processes are applicable: www.projectvisa.com

24. VACCINATION REQUIREMENTS

Information about which vaccinations are required should be obtained from your GP/physician. Any advice given by Junglers Adventure Tours about vaccinations and/or prophylactic measures or other medical advice should be considered as an extra service and that we are not qualified to give medical advice and accept no liability for it.

You must be able to prove that you fulfil any vaccination requirements by being able to present a yellow International Certificate of Vaccination card upon arrival in some countries we travel to, but this depends on nationality of the client.

25. CHANGES IN PRICES

In accordance with legislation, tour operators may raise the agreed-upon price as a result of increased transportation costs (including increased fuel prices), altered taxes, tariffs and fees, as well as fluctuating exchange rates. Unfortunately, many sudden price increases occur as a result of fuel surcharges, and increased taxes and tariffs. Price increases will take place according to the following principles:

1) All prices are based on costs at the time of publication. Junglers Adventure Tours reserves the right to change the prices at any time before your booking is made. Junglers Adventure Tours will confirm price changes, if any, together with the confirmation of your booking. Some service prices, such as (but not limited to) park fees, government levies and airport taxes are not in the control of Junglers Adventure Tours. In the event of these prices being changed at any date Junglers Adventure Tours will charge the supplement to the client at cost.

2) Rates given in a currency other than the South African rand are subject to changes in case of substantial variations of the exchange rate.

26. CHANGES IN THE ITINERARY

In accordance with legislation, Junglers cannot make major alterations in the planned tour once it has been booked. It is therefore very important that you make clear any special requirements or wishes you may have in connection with the tour you have booked (e.g. the provision of vegetarian food, a single supplement etc.). Any extra requirements or wishes must be listed on the invoice with the purpose being to ensure you receive the desired product. On many of our more 'adventurous' tours we may institute last minute changes in order to take advantage of local and climatic conditions, as well as to take into account other events. Changes due to weather and problems with infrastructure may also occur and the traveller must see this as a natural part of the trip. Therefore, no compensation will be paid for delays and changes that take place within any 24 hour duration during the tour.

27. TRAVEL INSURANCE

All travellers should take out Comprehensive Travel Insurance for their trip. This is of paramount importance regarding transportation in case of illness, as well as repatriation for other reasons.

Participation in one of our tours presumes responsible and considerate behaviour with respect to both yourself and other people, and to this end you are expected to comply with the directions of Junglers Adventure Tours and our representatives. We do not recommend that travellers venture alone into unfamiliar or remote areas, especially after nightfall. If you wish to be independent, this should always be in consultation with Junglers or its local representatives. Should Junglers Adventure Tours not be represented at certain destinations we advise that you consult an up-to-date guidebook as well as local people for advice.

28. TAXES AND TARIFFS

A number of taxes and tariffs are levied upon the issue of your ticket and are included in the price of the trip. However some local taxes cannot be levied beforehand and must be paid in locus. These may include airport taxes, as well as the tariffs in some national parks and will usually be stated in your itinerary for your information. We would, however, like to draw your attention to the fact that tariffs and taxes may be altered between the time of the booking of your ticket and your departure.

29. LIABILITY LIMITATION

Each tour package comprises one or more service components including the organisation of transport, meals, entrance fees, accommodation and/or other facilities or services. Junglers Adventure Tours has no direct day-to-day control over its 3rd party suppliers. Accordingly Junglers Adventure Tours accepts no responsibility for any injury, damage, loss, accident, delay, irregularity and/or inconvenience which may be occasioned by any defect in anything (including vehicles) utilised by any 3rd party supplier for the provision of any service. Neither will Junglers Adventure Tours accept liability for any shortcomings of service caused by an act or omission of any 3rd party supplier or its employees or agents. (3rd party suppliers refer to, but are not limited to, accommodation suppliers, activity providers, national parks and game reserves, external transfers etc)

Junglers Adventure Tours shall not be liable for any loss or expense arising from the loss of property, cancellation or curtailment of the tour however caused, save to the extent that such loss of baggage, cancellation or curtailment was caused directly by the negligence of Junglers Adventure Tours.

If sickness or an accident interrupts a tour, Junglers Adventure Tours shall not be liable for any subsequent cost or expense, save only to the extent that such sickness or accident was caused beyond any reasonable doubt by a wilful act of Junglers Adventure Tours or by gross negligence. Junglers Adventure Tours shall not be liable for any refund, either total or partial, of passage money paid and we recommend that travellers take out the necessary insurance to protect against such an eventuality.

In the case of a claim being made, Junglers Adventure Tours must receive said claim in writing no later than 28 days from the end of our services under the contract. Where any payment is made, you will assign to Junglers Adventure Tours or our insurers any right you may have to pursue any third party in relation to the claim and provide us with your full co-operation.

In respect of air, sea and rail carriers, as well as land vehicles and hotel owners, Junglers Adventure Tours' liability is in all cases limited as if Junglers Adventure Tours were the carrier/hotelier within the relevant and appropriate international conventions. Furthermore, all transport is provided subject to the relevant carrier's conditions of carriage, some of which may limit or exclude their liability to you, often in accordance with international conventions.

In general, please note our responsibilities and obligations apply only in respect to those services which Junglers Adventure Tours agrees to arrange or provide on your behalf. Junglers Adventure Tours cannot accept any liability for any services arranged by yourself.

30. PEOPLE WITH DISABILITIES

The itinerary will make it clear whether there are any special demands upon the traveller with regards to physical health or ability. A principle rule is that all travellers must be self-reliant on any tour with Junglers Adventure Tours. Junglers Adventure Tours reserves the right to turn away participants who, based on our professional opinion, will not be able to complete the tour due to physical disability. Junglers Adventure Tours is not responsible for any such refusal.

31. CLAIMS

If you have a complaint it must be directed to Junglers Adventure Tours or our local representative as soon as the problem comes to light (even whilst out on tour) so that we may attempt to rectify the situation. Even 2 or 3 days later could be too late. If we are aware of any issues that arise on tour, be it between a client and the guide, hotel or accommodation supplier or between clients on the same tour, we would appreciate the opportunity to try and rectify the issue before it becomes a problem. If you do not feel comfortable sharing any issues with your guide or Junglers Adventure Tours' representative – please send us the information via email on info@junglers.co.za or alternatively get in touch with our office telephonically on **(+27) 72 600 0406**. Should you remain dissatisfied, please write to us setting out the complaint in detail within **7 days** of the end of the tour. Junglers Adventure Tours cannot accept responsibility for any complaints of which we are not notified of entirely in accordance with this clause. Should any legal dispute arise it must be settled under South African Law and in Johannesburg, South Africa.

32. RISK

The client accepts that all tours are of an adventurous nature and involve an element of personal risk. Neither Junglers Adventure Tours nor any of its agents or representatives can be held liable in any way for any injury, loss of life or damage to property, howsoever caused. The client hereby indemnifies Junglers Adventure Tours and will hold Junglers Adventure Tours, its agent, assigns, representatives and servants harmless from any such claim. **The client accepts full responsibility for all risks involved.**

33. AUTHORITY ON TOUR

The decisions of Junglers Adventure Tours' driver, guide or representative on tour shall at all times be final and binding.

The client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited.

35. YOUR RESPONSIBILITY

As mentioned above your participation in a tour is subject to your being aware of the above information as well as the information on the website, on the invoice and in the itinerary, and to your following the

aforementioned regulations. It is also expected that you seek up-to-date information about the current matters concerning the political, health, natural and climatic conditions at your destination.

People travelling individually must take note of the fact that the information in this material does not cover all circumstances. This is the case especially with regards to the alteration of airline tickets and any reconfirmation of itineraries, visas etc., which may need extra attention.