



ROCKJUMPER

Worldwide Birding Adventures

BOOKING TERMS & CONDITIONS South Africa Tours

IMPORTANT

This document contains a number of key points that you should be aware of when signing up for a tour with Rockjumper Birding Tours CC (hereafter referred to as 'RBT'.) While all of the points below contain important information, some of the more critical sections to take into account and read through include the following:

- Reservations (point "1" below);
- Purchasing of International Air Tickets (point "3" below);
- Cancellation and Refund Policies (point "4" below); and
- Travel Insurance (point "4" below).

The terms and conditions set out below form the basis of the contract between Rockjumper Birding Tours CC and the participant and those on whose behalf the participant has signed for on the booking form. Electronically submitted booking forms are deemed to have been signed by the persons submitting the booking form. **Please read our booking conditions before completing the booking form below.**

1. RESERVATIONS

Confirming your place:

In order to confirm your place on the tour, the following is required:

- A completed Rockjumper Birding Tours Booking Form (see above)
- US\$800 per person deposit for the main tour
- US\$500 per person deposit per extension
- Full payment is required if your booking is made within 3 months of the tour departure date.

The booking form above should be filled in electronically, or a hardcopy printed and faxed to the RBT office. A booking is accepted and becomes definite only from the date when RBT has confirmed acceptance in writing. At this point a contract between RBT and the participant comes into existence.

Booking requests with deposits will be considered in order of their receipt. Telephonic or e-mail requests will not be treated as bookings until the appropriate booking form and deposit is paid. RBT reserves the right to decline any booking at its discretion.

Internal flights:

RBT will book and ticket your internal flights for the tour (if internal flights are required), please add the quoted amount for internal flights as stated on our website to the deposit amount. Should there be any price difference in the final cost of internal flights at time ticketing, it will be adjusted on your final invoice.

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Tel: +27(0)33 394 0225 * **Fax:** +27 88 033 394 0225 * **Toll free USA & Canada:** 1-888-990-5552 * **Registration number** 2001/059480/23

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2. **TOUR FEES**

Payment of the balance of the tour fee is due **3 months** before departure and is to be made as per the above details. A RBT invoice will be issued to you before full payment is due. Details of what services are included and excluded are outlined on the tour itinerary and details of tour prices can be found on the Rockjumper website (www.rockjumperbirding.com).

Standard inclusions generally are:

- all accommodations on a sharing basis, from first to final night of the tour at hotels, lodges or other establishments of a reasonable standard (or best available in the area);
- all meals (breakfast, lunch and dinner) from official start of the tour on the first day to official end of the tour on the final day;
- drinking water and in some cases soft drinks and alcoholic beverages as specified in the tour itinerary;
- all ground transportation from the first day of tour to final day of the tour;
- all costs of RBT specialist bird guide and local guides;
- all excursions and activities mentioned in the itinerary unless specifically stated as optional, in which case they will be charged for at cost with prior consent from participants;
- all reserve and park entrance fees for reserves and parks that are part of the itinerary;
- all tips related to tour services (excluding Rockjumper tour leaders). Any tipping by participants is entirely voluntary.

Standard exclusions generally are:

- all flights (both international and domestic) and any airport taxes related to these flights;
- visa, passport and vaccination costs;
- travel and medical insurance;
- costs incurred before the official start of the tour, and after the official end of the tour;
- excess baggage costs;
- beverages over and above those stated as included in the tour itinerary and any service charge related to these beverages;
- optional excursions as defined by the itinerary, or excursions not included in the itinerary;
- all personal costs including laundry, snacks, meals taken in the absence of the tour group, telephone calls and any service charges related to these costs.

Currency Fluctuations:

The tour cost is subject to major currency fluctuations and other significant events beyond the control of RBT (e.g. major increases in park fees, government charges, fuel costs and hotel charges) and we reserve the right to modify the tour cost, within reason, at any time until full payment has been received. If we have to increase the cost by more than 10% of the tour fee, you have the right to cancel or transfer your booking to another RBT tour without incurring cancellation charges as long as you notify RBT within 7 days of the tour fee surcharge announcement. It has very rarely happened that RBT has levied additional tour fee surcharges and only under extreme circumstances.

Single Supplements:

The single supplement as outlined in the tour itinerary will be charged if you wish to have single accommodation. This single supplement is based on the estimated actual cost of a single room for the duration of the tour. In some cases, single rooms might be of inferior quality to double rooms and this would have been taken into consideration in the calculation of the single supplement.

If RBT cannot provide you with a rooming partner although you choose to share, the single supplement will become applicable. We will make all reasonable efforts to ensure that a rooming partner is found if you do wish to share. Rooming partners will be allocated in order of booking unless a participant requests a specific rooming partner who has not been matched. If your allocated rooming partner cancels before the start of the tour, the

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single room supplement will become applicable to you unless RBT finds another rooming partner for you. If you choose to share a room and during the course of the tour, you or your rooming partner decide to no longer share a room, any additional costs as a result of this decision will not be incurred by RBT.

In some circumstances, single rooms might not be available and you might be expected to share a room. This may be predetermined and mentioned in the itinerary (e.g. in the rare cases where the entire group all share a dormitory-style room or rooms, or when we need to use a lodge that doesn't have enough rooms to service the entire group) and the single supplement will be calculated to exclude any additional costs for these nights. In other cases single rooms might not be available at shorter notice due to room limitations at certain hotels. In such circumstances, the single supplement for that particular section of the tour will be refunded to you within a reasonable period of the completion of the tour.

3. AIR TICKETING

RBT does not operate as an airline ticketing agency, therefore we generally do not book international flights for our tour participants. We are happy, however, to advise you on flights, routes and airlines, and we can refer you to registered travel agents who do specialize in international flight ticketing services. The exception to this is with regards to domestic flights as mentioned in the itinerary, which we book on your behalf unless otherwise stated. If you do not join the tour, or join the tour late as a result of problems relating to international flights, RBT will not be liable for any losses or extra expenses incurred and our standard refund clauses will apply.

RBT will do our utmost to assist you by making airport transfers, hotel and other requested bookings for you before or after the official tour dates. Please advise us of your requirements well in advance of the tour date.

IMPORTANT: Please DO NOT book your international flights until you have consulted the Rockjumper office for confirmation on the status of the tour. Some of our tours take place in remote locations where flight schedules are erratic and unreliable and in these cases it is advisable to book your international flights to arrive one day before the tour starts and leave one day after your tour ends. Please speak to one of our travel consultants for further information.

4. CANCELLATIONS AND REFUNDS

If the reservation is cancelled, cancellation fees will be due and payable, according to the following:

- **6 months or more prior to departure date:**
 - US\$250 will be retained from the main tour deposit.
 - Any non-issued internal flight costs will be refunded in full
 - US\$150 will be retained per extension deposit
- **3 - 6 months prior to departure date:**
 - Full deposit for the tour is non-refundable;
 - Non-issued internal flight deposits are refundable.
- **0 - 3 months prior to departure date:**
 - Full tour fee is due and payable even if you have not yet paid in full.
 - Non-issued domestic flight deposits are refundable.

It is strongly recommended that participants take out comprehensive travel insurance upon booking, to cover any financial losses due to cancellation for whatever reason.

***Please be aware that most travel insurance policies will refuse to pay out on a travel insurance claim if your travel insurance has been purchased after a particular period of time since booking for the tour. This period may be one week to one month. Please check with your travel insurance provider to ensure you are fully covered at the time of purchasing travel insurance. It is highly recommended that if you do purchase travel insurance, that you do not delay this purchase much beyond the tour booking date.**

Some tours might have different cancellation charges and this will be specifically mentioned in the tour itinerary. If you cannot make the tour, we will accept a substitution as long as any direct additional costs (e.g.

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reissuing of internal flight tickets) are covered by you. No cancellation charges will then become applicable. If you wish to transfer your booking to another RBT tour, this will be considered a cancellation and rebooking, and normal cancellation clauses will be applicable unless a replacement is found for your original booking by you or RBT.

No refunds will be considered for any unutilized services on the tour (this includes accommodations, meals, flights and tour excursions). RBT reserves the right to cancel any tour or tour extension for which there are insufficient reservations 2 months before departure date. In case of cancellation of the entire tour by RBT as a result of insufficient reservations, all deposits and other payments will be refunded in full.

An alternative to cancelling a tour will be charging a small group supplement. If a small group supplement is levied, you may cancel or transfer your booking to another tour without incurring any cancellation penalties as long as you notify RBT in writing within 7 days of our notice of a small group supplement charge.

Tours might also be cancelled or modified by RBT due to significant circumstances beyond our control (e.g. major natural or man-made disasters, political upheaval, war or threat of war, incapacitation of the tour leader or cancellation or rescheduling of vital flights or cruises). We undertake not to cancel a tour less than 2 months before the date of departure, except under these circumstances. If cancellation of the entire tour happens as a result of such a significant event beyond the control of RBT, we undertake to refund payments to the full extent that we are able to recover them from our suppliers.

RBT will not be liable for any airline cancellation charges incurred by you if we cancel a tour. We therefore recommend that you confirm with us that the tour is viable before purchasing your international flight tickets. Cancellation of a tour's pre-tour or post-tour extension does not alter your rights or obligations with respect to the main portion of the tour.

5. TOUR ALTERATIONS

Tour itineraries and dates are determined many months in advance of departure and alterations to the itinerary and dates may become necessary. Alterations due to circumstances beyond our control, made either before or after departure date, are not grounds for cancellation without incurring cancellation fees as outlined above. RBT undertakes to make every reasonable effort to ensure all tours adhere as closely as possible to published itineraries. If any downgrading of hotels or other services is necessary, RBT will refund participants the difference in cost between the hotel or service as per the itinerary and the hotel or service that was used.

The tour leader or leaders may be substituted for other experienced leaders at the discretion of RBT, but we will make every attempt to ensure the leader as advertised, will be the tour leader. If two leaders are listed in the itinerary, one of the leaders may be dropped if the tour size does not reach our maximum participant to leader ratio of 8:1 (or 6:1 for most tours.) We occasionally do provide a second leader without increasing the group size, even if only one leader is listed.

The maximum group size as outlined in the itinerary will be adhered to, unless a couple or two people travelling together sign up for a final available place, in which case, the maximum group size may be increased by one participant. We endeavour under no circumstances to exceed our maximum participant to leader ratio of 8:1.

RBT reserves the right to alter any of the prices, services or other particulars contained in our brochures, itinerary or website at any time before full payment has been received from the participant.

6. TRAVEL CONDITIONS

All travel arrangements such as flight bookings, hotel accommodation, catering and ground transport made by RBT are subject to booking and service conditions of the supplier of the services. Most of our tours operate in developing countries, some of which have very limited tourism infrastructure. At times, travel conditions and standards will not meet up to international standards with regard to roads, vehicles, accommodations, meals and service levels. In many areas, inadequacies and unpredictable events may occur and this is part and parcel

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of traveling in the developing world. RBT undertakes to make every reasonable effort to ensure the tour operates as smoothly and seamlessly as possible. RBT is not liable for any damage, losses and expenses suffered by any client as a result of any circumstance beyond our control, please refer to further liability clauses below.

The participant is responsible for obtaining necessary visas and health certificates required by the countries visited during the course of the tour, as well as ensuring their passports are in order. RBT will supply the relevant information in our predeparture information pack and will assist or advise in any way possible in obtaining visas. RBT will not be liable for losses or extra costs incurred if you do not have the valid documentation. Although we strive to keep the information in our predeparture information pack up-to-date and accurate, we will not be held responsible for any innocent errors or inaccuracies, or if regulations change and we are not aware of such changes. Please note that RBT guides carry a limited supply of First Aid equipment and are not permitted to dispense medication. Please bring any medication that you feel you may need for the trip.

RBT reserves the right to remove any participant from a tour during the course of the tour, if the participant is deemed by the tour leader to be unfit to continue with the tour, or if the participant causes serious disruption to the tour or the enjoyment thereof for the other participants. In such an unlikely event, RBT will not make any refund or be liable for any losses or additional costs incurred by the affected person. If the participant who is removed from the tour has also signed up for future RBT tours, his/her bookings will automatically be cancelled and the standard cancellation terms will be applicable.

7. LIABILITY INSURANCE

RBT carries liability insurance with SATIB whose policy details are available on request. Any information contained in RBT's brochure/itineraries/website is, to the best of RBT's belief, true and correct and RBT accepts no liability for any innocent inaccuracies contained therein.

8. REPRESENTATION, TERM, WARRANTY AND CONDITIONS

The entire contract between RBT and the participant is contained within these conditions. No representation, term, warranty or condition expressed or applied shall be considered to be, or have been made or agreed or applied by reference to any other writing, advertisement or conversation. These conditions may only be varied with the written consent of RBT signed by a director of RBT. The contract is deemed to have been made at the RBT offices in Pietermaritzburg, South Africa, and is subject to South African law and the exclusive jurisdiction of the South African courts.

9. GENERAL

Reference or mention of "RBT" means Rockjumper Birding Tours. The transport, meals, entrance fees, accommodation or other facilities or services, which are to be supplied in respect of any tour, are those specifically stated in the tour brochure or itinerary, in which the tour contracted for, by any person, is described and no other. Each tour requires the organisation of transport, meals, entrance fees, accommodation or other facilities or services. RBT makes arrangements with suppliers of such services and facilities and those suppliers contract with RBT as independent contractors. Save for RBT's contractual rights against the suppliers to any tour, RBT has no direct day to day control over its suppliers and, accordingly, RBT accepts no responsibility for any injury, damage, loss, accident, delay, irregularity or inconvenience, which may be occasioned by any defect in any object (including a vehicle) utilized by any supplier for the supply of any contracted service or by an act of omission of any supplier or its servants. RBT undertakes to make every reasonable effort to ensure that the services supplied during the tour are of the highest standard, as per the itinerary.

10. COMPLAINTS

Should you be dissatisfied with any aspect of your tour, please inform the tour leader immediately. If the leader is unable to resolve the problem to your satisfaction, please inform the RBT office during the course of the tour or in writing within one month of your return.

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11. TOUR MATERIALS

Pre-trip information for your tour will be sent to you at least 2 months before your departure. This contains all necessary information concerning passport, visa and health requirements, emergency contact details, as well as details of climate, what to bring, recommended reading etc. A potential bird and mammal checklist will be sent before the tour, if requested. A bound daily checklist will be given to you on the first day of the tour or posted to you in advance. Should you wish to receive any of these documents prior to booking, please contact the RBT office.

Final tour information, meeting instructions, flight details, air-tickets, and any additional material will be sent to you approximately a month prior to your departure, if necessary.

12. MANDATE TO COLLECT FUNDS FROM CARD

You hereby authorise and instruct us to collect all funds due by you from your card as presented to us or any other card that you may indicate or present to us from time to time.

You confirm that you are the card account holder or have authority to give us this mandate.

You will ensure that sufficient funds are available in your card account to cover these deductions and we may represent the deductions should the related transactions fail.

13. DISCLAIMER

We have taken care to ensure that the content on this website is accurate. This website and the services accessible on or via this website are provided "as is" and your use of and reliance on the information on this website and the online services is entirely at your own risk.

We do not represent or warrant that the website, any tools, content or online services will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality. You assume full responsibility for the risk or loss resulting from the use of this site and your reliance on information contained in it. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of this website.

Information, ideas and opinions expressed on this website should not be regarded as professional advice or our official opinion.

To the fullest extent permissible by law, we expressly disclaim all (express and implied) warranties, including, without limitation, warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security and accuracy in respect of this website and the services accessible on this website. While we take reasonable precautions to prevent this, we do not warrant that the website is free of viruses or destructive code.

Without derogating from the generality of the above, and to the extent legally permitted, we will not be liable for:

- any interruption, malfunction, downtime, off-line situation or other failure of the site or online services, our system, databases or any of its components, beyond our reasonable control;
- any loss or damage with regard to your data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects; and

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- any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunications service providers; Internet service providers, electricity suppliers, local authorities and certification authorities; or any event over which we have no direct control.

We and our officers, directors, employees, servants, affiliates, shareholders, agents, consultants or employees (in whose favour this constitutes a stipulation for the benefit of another) shall not be liable for and you hereby indemnify us and our officers, directors, employees, servants, affiliates, shareholders, agents, consultants or employees (in whose favour this constitutes a stipulation for the benefit of another) against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable) arising out of your use of this website or the online services or the information contained on this website or your inability to use this website or the online services.

14. PRIVACY POLICY

A. General

This policy describes the way in which we deal with the information you provide to us to enable us to manage your relationship with us.

We will process any personal information provided to us (whether *via* this website, the customer application form or any other means) or otherwise held by us relating to you in the manner set out in this statement. By submitting your information to us and using our website you confirm your consent to the use of your personal information as set out in this Privacy Policy Statement.

We may use your personal information together with other information for the purposes of:

- processing your payments
- setting up and managing your account
- complying with our regulatory duties
- building up personal profiles
- providing you with information about promotional offers

B. Information Storage

We will take all reasonable steps to ensure that your information is kept secure and protected. We will only disclose personal information to other companies within associated or subsidiary companies and to business partners, successors in title to our business and suppliers that are engaged to process such information on our behalf.

If you apply for an account with us then to help us make credit decisions about you, to prevent fraud, to check your age and identity and to prevent money laundering, we may use third parties including credit reference agencies who will record any searches on your file.

We may also make enquiries of, and disclose details of how you conduct your account to, such agencies, security organisations and any other relevant third parties for fraud and money laundering prevention.

C. Use of Cookies

We may use cookies as a means of collecting information from a web server for the above purposes following a customer's use of the website.

D. Internet-Based Transfers

Given that the Internet is a global environment, using the Internet to collect and process personal data necessarily involves the transmission of data on an international basis.

Some of the data processors engaged to process personal data may be based outside of your country of residence. Therefore, by browsing our website and communicating electronically with us, you acknowledge and agree to our processing of your personal data in this way.

E. Disclosure of Information

We are entitled to share the information we hold on, in order to investigate fraud, money laundering or integrity issues and to comply with our regulatory duties under the applicable laws.

F. Restrictions

We do not sell, lease or resell our customer data to 3rd parties.