



AFRICA BY HEART

Terms and Conditions

Africa by Heart (Pty) Ltd

Bookings and Payment:

A deposit of 30% of the total booking fee is required to confirm any booking and is payable to Africa by Heart, the balance is due (8 weeks) 60 days prior to commencement date of your itinerary. Bookings made within 8 weeks (60 days) prior to departure are subject to full prepayment at the time of confirmation of reservation.

Our Standard Cancellation Policy – Cancellation prior to 8 weeks of travel – Full 30% deposit is forfeited – Cancellation 8 – 4 weeks prior to travel – 50% of total cost is forfeited. Cancellation less than 4 weeks prior to travel – 100% of total cost is forfeited.

Clients who settle payment by means of a bank transfer – in this instance the amount will be converted by your bankers on presentation of our invoice. It is the client's responsibility to inform and instruct their bankers that the net invoice amount must equal the funds clearing into the Africa by Heart bank account and that ALL bank charges are for the client's account.

Kindly note Africa by Heart is not liable or responsible for any bank charges incurred nor foreign exchange fluctuations.

Cancellation by Client:

Any notification of cancellation must be confirmed in writing by the person who initiated the booking. Cancellation will take effect from the day we are notified in writing.

Amendment Fee:

Should a confirmed booking be amended and costs are incurred, these costs will be for the clients own account.

Price Guarantee:

Upon receipt of final payment, Africa by Heart will guarantee the price of any ground arrangements.



AFRICA BY HEART

Liability:

Africa by Heart acts only as an agent for the principals and accordingly cannot accept liability for any damage or loss that a client may suffer as a result or failure of the principals to fulfil their obligations. The client, dependants, heirs, executors and administrators cannot hold Africa by Heart or any person acting for, through or on behalf of Africa by Heart responsible for loss, damages, accidents, delays, death or any inconvenience to any person, or his or her luggage or any other property which may arise as the result from the negligence of Africa by Heart or their principals.

Exclusion & limitation of liability:

NEITHER AFRICA BY HEART, ITS SUBSIDIARIES, ASSOCIATES, AFFILIATES [needs to be confirmed] OR CONSULTANTS OR EMPLOYEES WILL BE LIABLE FOR ANY DAMAGES RELATING TO THE USE OF THIS SITE, IRRESPECTIVE OF THE CAUSE OF YOUR LOSS. WITHOUT AFFECTING THE FOREGOING, WE ARE NOT BE LIABLE FOR: (A) ANY INTERRUPTION; MALFUNCTION; DOWNTIME OR OTHER FAILURE OF THE SITE, COMPUTER SYSTEMS FOR WHATEVER REASON; (B) ANY INTERRUPTION, MALFUNCTION, DOWNTIME OR OTHER FAILURE OF GOODS OR SERVICES PROVIDED BY 3RD PARTIES, INCLUDING, WITHOUT LIMITATION, PUBLIC SWITCHED TELECOMMUNICATION SERVICE PROVIDERS (SUCH AS TELKOM), INTERNET SERVICE PROVIDERS, ELECTRICITY SUPPLIERS (SUCH AS ESKOM), LOCAL AUTHORITIES AND CERTIFICATION AUTHORITIES; OR (C) AN EVENT OF FORCE MAJEURE OR ANY OTHER EVENT OVER WHICH WE HAVE NO DIRECT CONTROL.

Force Majeure:

“Force Majeure” means those circumstances where the performance of our contract with you is prevented or affected by reasons of war, threat of war, civil-strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, governmental actions and all similar events beyond our control. In these circumstances, we shall not be liable to pay any compensation or otherwise be responsible for any expenses or losses you might incur where we are forced as a result to cancel, delay, curtail or change your arrangement in any way or where the performance or prompt performance of our contractual obligations is prevented or affected.



AFRICA BY HEART

Travel Insurance:

Africa by Heart strongly advises the client take our comprehensive travel insurance covering cancellation, curtailment, medical, emergency travel and personal accident. Insurance for loss of baggage, money or personal items is recommended.

Travel Documents and Visas:

All travel documents and visas are the responsibility of the client and will need to be checked by the client before departure to ensure they are valid.

Health Requirements:

The relevant inoculations and vaccinations required to visit the country destination are the responsibility of the client. Please contact your medical doctor or the closest travel clinic for expert advice.

Unscheduled Extensions/Breakaways:

All expenses (hotel accommodation, cancellation fees etc) in relation to unscheduled extensions due to flight delays, bad weather, strikes or any other causes beyond our control will be for the clients account.

Check-in and Check-out times at Hotels & Guest Houses:

The general check in is from 2pm. A guaranteed check-in prior to 2pm can be arranged by pre-registering the room from the night before however this may be at an additional charge equal to one night's accommodation. The general check-out time is 11am.

Passenger Limitations on Inter-Camp Flights

All Inter-camp flights provided by the preferred charter companies, whom are subcontracted by Africa by Heart are governed by International Civil Aviation Organization (ICAO), standards.

Africa by Heart must be informed of the actual weight of all travellers prior to flight. In the case that we are not advised and a traveller requires an additional seat this cost will need to be settled direct by the guest please.



AFRICA BY HEART

For all flights by light aircraft or charter the maximum luggage taken on board per passenger is 15kg, including hand luggage.

- a) The luggage comprises of soft type bags, each with a maximum dimension of 35cm by 70cm in order to fit into the pod door. Please note no hard frames or wheels.

Africa by Heart cannot be held responsible for any extra costs incurred as a result of the above conditions not being adhered to.

Website Disclaimer:

Although Africa by Heart endeavour to provide accurate, up-to-date and truthful information on their site, neither Africa by Heart nor any of its employees, agents and associates make any representations or give any warranties, whether expressly, tacitly or implied, as to the operation of the site, the information, materials, content and products included and available from the site.