



TRAVELJAR

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TRAVELJAR

TERMS & CONDITIONS

This document is your Agreement with Traveljar. By signing our Terms & Conditions Form or otherwise indicating your assent in writing, you agree to the following terms and conditions: Traveljar. ("Traveljar", "we" or "us") 42 Kannaland, Verelegen St., Equestria, Gauteng 0184. ("Traveljar", "we" or "us") provides the trip described or named in your confirmation (the "Tour").

1. YOUR BOOKING - This Agreement will become effective once the following steps have been fulfilled: a) you have completed and signed the Terms & Condition Form and or returned it with a non-refundable deposit of 30% of the total cost of your travel arrangements (unless under 100 days from date of travel, where 100% payment will be required) and b) Traveljar's confirmation receipt has been sent to you. When you make a booking you guarantee that you have the authority to accept on behalf of all members of your party the terms of this agreement. You must check Traveljar's confirmation carefully and raise any queries with us immediately upon receipt. Your contract with Traveljar is governed by South Africa law. A booking is only confirmed once the supplier(s) has received the deposit(s).

2. YOUR PAYMENT - Full payment must be made to Traveljar at least 100 days prior to departure. If you book less than 100 days prior to departure you must pay the full price of the travel arrangements when you book. Payment may be made by wire transfer or by any major credit card acceptable to us (note that this payment may incur a 3% charge). Please note your travel arrangements may be cancelled if you fail to make payment on time and if it is, cancellation charges as set out in paragraph 5 will be payable by you.

3. IF YOU ALTER YOUR CONFIRMED BOOKING - If you wish to alter any arrangements after we have sent you our confirmation receipt we will do our best to arrange this. You must write to, or email us, with details of the alteration requested. Any alterations will be subject to availability plus agreement by relevant supplier(s) and there will be an administration charge of \$275 per person. You will also be required to pay any additional costs arising from the alteration. In many cases a name change will mean the cancellation and re-booking hotels and a significant additional charge. You should be aware that these costs may increase the closer to the departure the changes are made by you. If you wish to make a change to your arrangements while on vacation this is your sole responsibility and any additional cost must be paid by you. It is not possible to make refunds for any services or accommodation booked but not used. Notice of any alterations must be given to Traveljar in writing and signed by the Party Leader and sent with payment for the appropriate charges.

4. IF YOU CANCEL YOUR TRAVEL ARRANGEMENTS - Should you wish to cancel your confirmed booking, the Party Leader must notify Traveljar in writing. The following charges will apply from the date on which written notification is received by Traveljar to compensate Traveljar for its estimated losses and expenses. More than 200 days prior to departure deposit only. Prior to departure if you have not paid the full amount you must pay the cancellation charges within 7 days of notification of the cancellation. The figures are expressed as percentages of the total price. Less than 100 days prior to departure is 100%, 101 - 199 days is 50% & 200+ days is 30% (non-refundable deposit). Your decision not to participate on the Tour due to country warnings or advisories, fear of travel, or the like will be deemed a cancellation.



5. IF TRAVELJAR ALTERS YOUR CONFIRMED BOOKING - While everything will be done to provide the travel arrangements as confirmed to you, Traveljar may occasionally have to change your vacation arrangements or part of them. Traveljar reserves the right to do so. Most alterations are minor and should not affect the overall enjoyment of your vacation. In the case of minor alterations, we will do our best to notify you before departure. If the substitute travel arrangements are of a lower price than those originally booked, we will refund the price difference. In the case of an act of god & other unforeseen circumstances, Traveljar will do its best to notify you as soon as possible & find alternative travel arrangements within your budget. Due to the nature of the environments you are travelling in, activities & travel locations can be affected.
6. IF TRAVELJAR CANCELS YOUR TRAVEL ARRANGEMENTS - Cancellation may be necessary in exceptional circumstances and Traveljar reserves the right in its absolute discretion to cancel your travel arrangements. If this occurs, you will be offered the choice of an alternative vacation of comparable standard (if available) or a full and prompt refund of all monies you have paid.
7. OUR PRICES - We reserve the right to alter our prices at any time before you book. If we do, you will be told of the revised price applicable to your booking before you commit yourself. Thereafter the price of your travel arrangements is subject to surcharges on the following items for increases in: transportation costs, security charges, currency fluctuations, government imposed increases and other costs imposed by third parties.
8. FLIGHTS – Any flights organised for your tour with the assistance of Traveljar fall under the responsibility of Flight Centre &/or other suppliers. It is your responsibility to ensure all the travel information is correct for your tour. All flights are bound to the Terms & conditions of flight suppliers and Traveljar accepts no responsibility for flights. Traveljar is not a package holiday company, but does create bespoke holiday experiences to suit your needs. Traveljar accepts no responsibility whatsoever for problems related to flights, including cancellations, strikes, timetable changes, technical issues, delays, lost or mislaid luggage, missed accommodation or activities and rescheduling costs. Traveljar accepts no liability for death, illness or injury that derives from air or sea travel.
9. YOUR VACATION INSURANCE - Adequate insurance is essential. It is a condition of booking that the sole responsibility lies with you to ensure that you carry the correct comprehensive travel and medical insurance to cover yourself, as well as any dependants and travelling companions for the duration of your tour. This insurance should include coverage in respect of, but not limited to, the following eventualities: cancellation or curtailment of the tour, emergency evacuation expenses, medical expenses, repatriation expenses, damage or loss of personal baggage, money and goods. We will take no responsibility for any costs for losses incurred or suffered by you or your dependants or traveling companions, with regards to, but not limited to, any of the above mentioned eventualities. You will be charged directly by the relevant service providers for any emergency services you may require, and may find yourself in a position unable to access such services should you not be carrying the relevant insurance coverage. If a flight or other delay for any reason prevents you from joining the Tour on the start date, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Trip, but you may join the Tour late if you wish.
10. IF YOU HAVE A COMPLAINT - If you have cause for complaint while on vacation, this must be brought to the attention of Traveljar's local appointed representative/agent or the hotel management or other supplier immediately so that action can be taken to remedy the problem. Should your representative/agent or the hotel management be unable to resolve the problem, please contact Traveljar immediately. If the problem is still unresolved, you must notify Traveljar, in writing about the details of the complaint within 28 days after the end of the holiday.
11. PASSPORT, VISAS, AND OTHER ENTRY REQUIREMENTS - A valid passport is required for all citizens travelling on our International trips. You will be notified if your destination requires a visa for your nationality. All passports must contain at least five consecutive blank pages and must be valid for six months after the completion of your trip. All members of the party should contact the appropriate consular office for entry requirements pertaining to their trip, as Traveljar is not responsible for providing you with this information or documentation. If one parent or guardian plans to bring a minor child without the other parent or parents, some nations have very strict documentation requirements. Birth certificates may be required for children



12. LUGGAGE - Where charter flights are operated by light aircraft, for safety and because space is restricted, baggage allowance is usually restricted. This is typically between 12-20kg per person in a soft bag. Your specific weight allowance will be advised during the booking process. This includes camera equipment and carry-on baggage. Should you arrive with excess baggage without prior warning, your baggage could be delayed, as the charter operators may then have to fly the baggage into camp at a later time at considerable extra cost to you. However, should you know in advance that your baggage will exceed the limit, we can usually make arrangements to book an extra seat for the bags on the aircraft, at an additional cost.

13. RESPONSIBILITY - We act only in the capacity of agent for the suppliers of the travel services named in your confirmation or itinerary or otherwise providing services or goods in connection with the tour (the "Suppliers"), hotels and other lodging providers, local hosts, sightseeing tour operators, bus lines, car rental companies, driving services, restaurants, and providers of entertainment. We accept no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, overbooking, default, strikes, or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers or airlines providing flights to or from your tour. The Party Leader assumes full and complete responsibility for all risks of travel and for complying with all laws of the country in the itinerary. We and our Suppliers accept no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our or our Suppliers' exclusive control including but not limited to a delay or cancellation of a flight that causes you to miss all or any portion of the Tour, acts of God, acts of government, war, terrorist acts, riots, disaster, weather extremes, or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. Our Suppliers have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other Supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant Supplier. Certain providers or operators of certain activities will ask you to sign an indemnity waiver form. Broadly speaking, these explain the risks to you and indemnify them against claims by you. If you are not willing to comply they will in certain circumstances not allow you to stay or take part in the activity. By accepting the terms of this Agreement you accept that you will sign these indemnities. If you are in any doubt, or would like to see precise wording, please contact Traveljar.

14. BEHAVIOUR - Most people go on vacation for rest and relaxation, so if in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing danger, damage to property, embarrassment, harassment, or is persistently affecting the enjoyment of others, we reserve the right to terminate your vacation. Should this happen, no refund or compensation would be paid. You are also responsible for respecting the authority of the tour leader. Should you decide not to participate in certain parts of the Tour or use certain goods included in the Tour, no refunds will be made for those unused parts of the Tour or goods. You agree to indemnify and hold us harmless from and against any costs, damages, losses, or liabilities arising out of your or your companions' actions.

15. GENERAL HEALTH AND SAFETY ISSUES - When you make a booking with us, you acknowledge that there is an element of risk in any adventure, sport or activity in the outdoors. These risks include the risk of injury or illness in remote places without medical facilities, the ever present risk posed by the forces of nature, including wild animals and the risk of accidents during travel. You must be fit enough to undertake the vacation and you must exercise reasonable care for your own safety and the safety of other members of your party.

16. TRAVEL TO AFRICAN AND OTHER DEVELOPING COUNTRIES - Standards of catering and levels of hygiene in kitchens in wildlife camps are in general very high. A safe drinking water source is normally always available and salads and ice do not, in most cases, need to be shielded away from. Customer service is excellent and accommodation is at the very least clean and comfortable. However, developing countries are not subjected to the same 'health and safety' regulations that exist in Europe & the United States. In many areas of hotels and camps, and during activities, rules are more relaxed than they would be in Europe & the United States. We would like to point out some examples, but do not assume that this a definitive list.



Camps and lodges are often situated in wild places, where wild animals can have access to the grounds and may come close to you. In some cases provisions are made to deter larger animals, but in all cases it is almost impossible to keep out smaller animals such as insects and reptiles. When in camp you should listen to the advice of your host. Swimming pools are unlikely to be fenced off or have depth markings. Moving around camps and lodges often occurs on uneven surfaces and only naturally lit. Please seek the help of the local staff, especially at night for safety. Game viewing vehicles will not have seat belts. If drivers drive faster than you feel comfortable; please ask them to slow down. They will have a code of conduct set out by the parks they are operating in. If on water ensure that you know where the life jackets are. They will be around somewhere, but not necessarily in the boat you are about to go out in. Please ask for them before stepping on board. You are likely to be in a remote inaccessible place without the levels of communication you may be used to. Your cell / mobile phone may not work and there may be no internet access. Communication with the outside world may be by satellite phone or radio and these will not normally be available for the use of guests.

17. DATA PROTECTION PRIVACY POLICY - Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. You are responsible for ensuring that other members of your party are aware of our booking conditions and this privacy policy and that they consent to your acting on their behalf in your dealings with us. We may disclose this information to our Suppliers (who may be located outside your country) for the purpose of providing you with your travel arrangements. Only information necessary for this purpose will be disclosed to them. In the case of air travel, it may be mandatory for us to disclose information for security and anti-terrorism purposes and any other purpose imposed on us by governments or airlines. We may use your information for the purposes set out in our data protection policy. We may disclose the same to companies who act as data processors on our behalf. Some information, for example, relating to your religion or health, may be 'sensitive personal data'. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone in the group with whom you are travelling. For example, if you contract an infectious illness while on vacation, we may need to make special arrangements for you and ensure that you do not return with the group. From time to time we may contact you by mail with information about special offers or vacations. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to Traveljar's Directors.

18. TRAVELLERS NEEDING SPECIAL ASSISTANCE - We will make reasonable efforts to accommodate the needs of our travellers; however, travellers needing special assistance for their personal needs must notify us at the time of booking for a determination of what assistance we can reasonably provide. In cases where we cannot accommodate a traveller's special needs, persons requiring this assistance must be accompanied by a companion who will be responsible for independently providing the needed assistance. We regret that we cannot provide special individual assistance to all travellers with special needs. In no instance will we or our Suppliers physically lift or assist participants on to or off transportation vehicles.

19. MEDICAL PROXY - If you are unable to authorise your own medical attention and treatment, you authorise Traveljar or our Suppliers to authorise medical attention and treatment on your behalf. You agree to hold harmless and release us from any liability for medical attention authorised by us or the Suppliers on your behalf. We accept no liability regarding provision of medical care or evacuation services. We and our Suppliers who may provide or seek emergency medical care on your behalf may not have had formal medical or first aid training and are acting only as a Good Samaritan.

20. MISCELLANEOUS - You hereby consent to our use of pictures or video of you in our marketing materials without compensation. Facsimile (or email) transmission of any signed document shall be deemed delivery of an original. At our request, you shall promptly provide an original document as well. If there are any conflicts between this Participant Agreement, the Reservation Form, and the Itinerary, this Participant Agreement shall apply. We reserve the right to decline to do business with anyone on a non-discriminatory basis.



21. RELEASE OF LIABILITY AND ASSUMPTION OF RISK - Please be aware that during your participation in a Traveljar tour, certain risks and dangers may arise including, but not limited to, the hazards of travelling in undeveloped areas, travel by boat, train, automobile, aircraft or other means of conveyance, the forces of nature, wild animals, war or military action, equipment failure, political unrest, accident or illness in remote regions without means of rapid evacuation or medical facilities, extortion, kidnapping, terrorism, Tour activities that may involve increased risks such as gorilla trekking or walking safaris, dangers and risks inherent in activities in underdeveloped countries, and dangers of local law enforcement activity. Also be aware and clearly understand that Traveljar and its agents and suppliers will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. You are voluntarily participating in these activities with the knowledge of the dangers involved and here by agree to accept any risks. AS LAWFUL CONSIDERATION for the agreement with Traveljar to participate in such trips and activities you hereby agree that you will not make a claim against Traveljar, or its agents or employees, or sue for bodily injury, emotional trauma, death and/or property damage, however caused, as a result of your participation in a tour. You therefore release Traveljar and its agents and employees from any and all claims, known or unknown, arising from your participation in a tour. You expressly waive any claim for consequential, special or incidental damages arising out of your activities in connection with the transactions contemplated by this Agreement. This release of Liability and Assumption of Risk agreement is entered into on behalf of all members of your family including minors accompanying you. This agreement is binding on your heirs, legal representatives and assigns. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

22. ACKNOWLEDGMENT AND WAIVER - You acknowledge there is a risk that after the execution of this Agreement you will suffer a loss, damage or injury which may be connected in some way with a matter referred to in this Agreement but which is unknown, unsuspected or unanticipated at the time you execute this Agreement. Furthermore, you represent and acknowledge that you do not and have not relied upon any representations or statements made by Traveljar and/or its agents, employees, or representatives with regard to the subject matter, basis, or effect of this Agreement, or otherwise, other than those specifically stated in this Agreement. You expressly acknowledge that you have had ample time and opportunity to consider all of the facts and issues relating to the subject matter of this Agreement, and recognize there are certain matters which are uncertain and subject to risk beyond the control of Traveljar which may not be known, if at all, until sometime after the execution of this Agreement. NOTWITHSTANDING THESE UNCERTAINTIES, IT IS THE INTENT OF YOU TO FULLY RELEASE ALL CLAIMS WHICH NOW EXIST, MAY EXIST OR HAVE EXISTED AND ASSUME THIS RISK AND ACKNOWLEDGE THE RELEASE CONTAINED IN THIS AGREEMENT APPLIES TO ALL KNOWN AND UNKNOWN, ANTICIPATED OR UNANTICIPATED RESULTS OF THIS AGREEMENT. Accordingly, you waive any right or benefit available under South Africa Law and any similar law or provision, which provides: 'A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favour at the time of executing the release, which if known by him or her must have materially affected his settlement with debtor.' In the event any judgment is awarded against Traveljar or any payment is made in settlement of any claim, you agree Traveljar insurers shall be fully subrogated to all amounts recoverable against third parties.

23. CONSENT TO EXCLUSIVE JURISDICTION - Any litigation involving this contract, any of our brochures or your trip can be brought only in accordance with this paragraph. The parties hereto agree that all actions or proceedings arising in connection with this the trip contemplated by this Agreement shall be litigated or arbitrated exclusively in the country of South Africa and in no other jurisdiction. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, there by precluding the possibility of litigation or dispute resolution between the parties with respect to or arising out of this document in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non-convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulate that state and federal courts located in the South Africa: (i) shall have in person all jurisdiction and venue over each of them for the purpose of enforcing the provisions of this document; and (ii) no other venue or court shall have jurisdiction over the resolution of disputes concerning or arising out of this document. The parties stipulate this agreement was entered into and will be performed in part in South Africa.



We thank you again for booking with Traveljar and remind you that the signing of this form and/or the payment of deposit is an acceptance of the terms and conditions set out by Traveljar.

Name (printed)

Traveljar Invoice Reference Number

Signature

Date

