

 <p>KDR SPORTS & ADVENTURE TRAVEL T/A KDR Travel and Tours</p>	<p>Admin: 215HA 1st Floor Heritage Market 9 Old Main Road Hillcrest 3660 Postal: PO Box 943 Linkhills 3652 KZN South Africa</p> <p>Tel: 27 (0) 31 765 6313 email: admin@kdr.co.za http://www.kdrtravel.co.za Reg No: 2001/014498/07 Vat Reg No: 4590199487 SATSA membership: no: 1182 (South African Tourism Services Assoc.)</p>
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Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between you and KDR Sports and Adventure Travel Pty Ltd (KDR Travel/ KDR Travel and Tours). We act as booking agents for the suppliers of the component parts of the holiday we organise, and as such, bookings for their services will form a direct contract between you and the relevant supplier, and will be subject to that supplier's standard terms and conditions.

1. BOOKING CONDITIONS

For local bookings (South Africa) a deposit of 50% as well as the full amount of the scheduled airline fare is required to secure a booking. This is a standard deposit requirement; however, deposit terms and conditions will be advised at time of invoicing as suppliers do from time to time have different requirements.

For International bookings accommodation deposits and payments will be advised at time of invoicing. Airfares will need to be paid in full (within 24 hrs of invoice) to secure the seats. Please note that while deposits secures the accommodation this does not secure the final price as most suppliers will only confirm their rate once full payment has been received. The exchange rate on the date of final payment will be used as the basis to calculate the balance of your tour package. The balance of payment is due no later than six weeks prior to date of departure. Bookings shall be considered full and paid up once a final invoice has been issued and paid within 48 hours of the issuing of such an invoice.

Should the invoice not be paid within this time, KDR Travel and Tours reserves the right to re-issue the invoice should there be an increase in foreign exchange rates, airline rates or any other related costs. Travel documents are not released until KDR Travel has received full payment & a complete signed booking form.

2. Late Booking

In the event of a booking (except South Africa bookings) being made less than 7 days prior to the date of departure, Full payment is due immediately on confirmation and is non-refundable. Some bookings require full payment at the time of booking i.e. prior to confirmation. If we are unable to secure confirmation you will be refunded in full.

3. Price Changes

- a. The costs associated with travel arrangements are not always stable, and currency movements can fluctuate sharply. It is impossible to predict these movements in advance. When you book a package through us, we reserve the right to pass on any surcharges to you. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel and security charges, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates applied to the particular package.
- b. KDR Travel guarantees the price of land arrangements; only once full payment is received.
- c. Airfares are subject to the prices and conditions quoted by the particular airlines and cannot be guaranteed by KDR Travel. The onus is on the passenger & the travel agent to

check that there have been no changes in these prices before making final payment thereof.

- d. Should the client make a group reservation & subsequently the group numbers deviate from the minimum number required for the booking, KDR Travel reserves the right to re-cost the price and raise a surcharge. Should any client refuse to accept and pay such surcharge, it may result in cancellation of the booking and forfeiture of all payments made.

4. Methods of Payment

- a. Credit Cards: In accordance with best practices KDR Travel require a Photostatted or Scanned copy of the front and back of your credit card to be sent to us and the details on the credit card authorisation form to be completed. The copies are kept in a locked safe. They copies are destroyed 6 weeks after travel. Please note that if a transaction goes through on your credit card that you either have no recollection of or cannot recall making and you reverse the charges, the merchant has to have proof that you gave him permission to do the transaction.

“We have had clients who have reversed charges but once we supplied proof to the bank the charges were reinstated.

We understand that sending us this information does make some clients feel uncomfortable but as the merchant carries all risk for transactions going through his machine and the burden of proof of your consent to use your card is on the merchant, apart from making a call to your bank to reverse unknown charges there is little to no risk in sending us your details”

- b. Cash or EFT Transfers: We accept EFT transfers, or cash deposited into one of our bank accounts, subject to condition that the EFT transmission report or the cash deposit slip is provided to ourselves and such payment has been confirmed as received by ourselves.

5. Insurance

It is strongly advised that all clients take out adequate insurance cover unlikely eventualities such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment.

KDR Travel will not be responsible or liable if the client fails to take adequate insurance cover or none at all. It shall not be obligatory upon KDR Travel to effect insurance for the client except upon detailed instructions given in writing and all insurance effected by KDR Travel pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or the underwriters accepting the risk, and KDR Travel shall not be obliged to obtain separate cover for any risks so excluded.

Should the insurers dispute their liability for any reason; the client will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the client will be issued with a policy document of the insurer. It is a complex document, which must be READ BEFORE you initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure.

Please note that various credit card companies offer limited levels of travel insurance, which KDR Travel does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain specific details of the cover.

6. Flight and Other Travel Timings

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of passengers to check-in on time. There is no guarantee that flights, ferries, ships, trains or coaches will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not accept any liability for any delay, however arising, or for any schedule alterations.

7. Flight Reconfirmation

It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys once leaving South Africa and KDR Travel hereby specifically excludes any liability for any delay and/or loss as a result of your failure to reconfirm any flight and/or connecting flight.

8. Documents

- a. Documents (vouchers, itineraries, etc.) are only prepared on receipt of full payment of the package price, and signed & completed Booking Form
- b. Should you require your documents and air tickets to be forwarded to either yourself or the departure airport this may be arranged by you or your agent with us. However, the courier costs in respect thereof will be for your own account.
- c. It is important that you check all details of your travel documents (including your itinerary) before leaving South Africa. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact your travel agent immediately. KDR Travel will not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof and you have left South Africa.

9. Unscheduled Extensions

In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes, or any other cause which is beyond the control of KDR Travel, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation etc.), will be for the account of the passenger. KDR Travel accepts no liability for changes, omissions or delays before or during the course of any holiday occasioned by technical difficulties, weather conditions, strikes or communication breakdowns or the like.

10. Changes by You

- a. If you wish to make a change to your booking we will endeavour to assist you to make the change wherever this is possible. You will have to pay all charges, whatever kind, imposed by the suppliers providing that component part of your travel arrangements when amending a booking any time prior to departure. Fares will be re-quoted at the time of amendment.
- b. An administration fee of R 100 per person will be charged for each amendment
- c. After departure it is understood that extra expenses incurred as a result of any change will be for the passenger's account, and any unused service are not guaranteed to be refunded.
- d. Amendments and cancellations en route must be made with our operators directly.

11. Cancellation by You

If you wish to cancel your booking you must advise us or your agent immediately, who will in turn advise us. You will be liable to pay the following cancellation charges:

- a. Where your booking includes a special fare, the relevant charges are levied by the airline. In some circumstances this may be 100% of the total fare, regardless of when cancellation is effected.
- b. Where your booking is for a package, you will be responsible for all cancellation charges, of whatsoever nature, imposed by the suppliers providing the component parts of such travel arrangements.
- c. KDR Travel charges an administration of R 500 plus all bank charges plus any charges related to making the booking and all charges levied by suppliers.

12. Our Right to Change Your Travel Arrangements

- a. A significant change to your travel arrangements would include a change in the departure date from South Africa; where the flight times are changed by more than 12 hours or a change to a lower standard of accommodation to that which is booked. In these instances of significant changes to your travel arrangements KDR Travel undertakes to advise you thereof as soon as reasonably possible before your departure date to obtain your further instructions in this regard.
- b. All other changes are minor changes. A minor change can be made at any time and, if practicable, we will advise you of any such change prior to departure but we are not obliged to do so. Such minor changes may be made by KDR Travel, in its discretion, who will not be responsible or liable for the payment of compensation to you as a result of such minor changes.
- c. Every effort is made by KDR Travel to adhere to confirmed itineraries; however, we reserve the right to make changes to your travel arrangements when it becomes necessary to do so.
- d. Should any travel component be confirmed by KDR Travel and this component is cancelled by the supplier for whatsoever reason, then in such instances KDR Travel will accept no liability for the cancellation thereof.
- e. Wholesalers reserve the right to cancel a tour prior to departure due to insufficient numbers or other unforeseen circumstances. Full refunds will be given to clients once the supplier has paid KDR Travel.

13. Lost/Stolen Flight Tickets

- a. The loss or theft of a ticket must be reported to KDR Travel immediately. Certain airlines will not authorise KDR Travel to issue a replacement ticket if such ticket is lost or stolen before the passenger leaves South Africa.
In the latter instance you will be required to purchase a new ticket, at your own cost, until such time as KDR Travel receives authority from the airline to make any refund to you, which authority could take up to 12 months. Should the airline authorise KDR Travel to issue a replacement ticket KDR Travel will do so and a re-issue fee, per ticket, will be applicable. This does not apply to e-tickets which are by and large the norm now.
- b. Should your ticket be lost or stolen abroad it should be noted that certain airlines will not issue a duplicate ticket and it will be your responsibility to purchase a new ticket abroad at the local fare. Upon your return to South Africa you may make application to KDR Travel for a refund of the amount spent by yourself on the lost or stolen ticket, but it is

specifically recorded that any refund will be entirely at the discretion of the airline concerned which may take up to 12 months to authorise.

- c. It is your responsibility to report the lost or stolen ticket to the police and to provide KDR Travel with the proof of such report if required.

14. Airline Refund Procedures

- a. Refund policies of the various airlines vary greatly. Tickets returned to KDR Travel, will be presented to the relevant airline for assessment. Should a refund be authorised, such refund will be made to you, less any cancellation or administration charges.
- b. If payment for the ticket was made to KDR Travel by credit card, the refund will be made to your credit card. Cash payments will be refunded by EFT .
- c. Partly used tickets will be refunded at less than the pro rata rate on the face value of such ticket.
- d. Refunds may take up to 12 weeks to process although this time frame cannot be guaranteed by KDR Travel. It has been known to take up to 6 months with some airlines.
- e. Unused tickets must be returned to KDR Travel for a refund within one year from the date of issue or they will be regarded as expired by the airline and have no refund value.
- f. Low cost airlines often charge a 100% cancellation fee. Change of dates/ names on tickets may carry quite severe charges depending on the airline. Name or date changes to airline tickets will carry a R 100 admin fee.

15. Complaints

- a. In the event that you have any reason to complain, or experience any problems with your holiday whilst away, you must immediately inform the supplier of the services in question.
- b. If you are still dissatisfied, you must notify KDR Travel immediately to enable us to resolve the problem. Failure to give us the opportunity to resolve any problem at the time it occurs may result in either a reduction, or complete extinction, of any rights which you may have to claim compensation.
- c. If you remain dissatisfied, contact the KDR Travel Manager within 28 days of the unsatisfactory service, giving your booking reference and full details of your complaint on email: admin@kdr.co.za or fax to 27-31-765 6315
- d) Whilst every effort will be made to resolve your complaint to your satisfaction, it is specifically recorded that KDR Travel in no way accepts liability for any claim.

16. Passports, Visas and Health

It is entirely the clients duty to ensure that all passports & visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, where required, have been obtained.

Passports must be valid for 6 months after return to South Africa. Please check the requirements with your travel agent before travelling.

KDR Travel and Tours will endeavour to assist the client but such assistance will be at KDR Travel's discretion and the client acknowledges that in doing so, KDR Travel and Tours is not assuming any obligation or liability and the client indemnifies KDR Travel and Tours against any consequences of non-compliance. It is the client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements.

The client must ensure that the details supplied to KDR Travel and Tours mirror those details

shown on their passport for international travel and ID documents for local travel.

17. General Information

a. Taxes:

KDR Travel and Tours will advise you of all mandatory taxes, which you must pay before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency or recommended currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when you reconfirm your flight details.

b. Special requests:

We can pass on any special requests that you may wish to make at the time of booking, but acceptance of such requests is at the discretion of the airline or other supplier and in no circumstances are special requests guaranteed. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your confirmation invoice or any other documentation, is not confirmation that the request will be met..

c. Medical Problems:

If you or any member of your party has any medical problem or disability which may affect your holiday, you need to give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation. We reserve the right to cancel the reservation should we become aware of any such medical problem or disability which has not been disclosed.

d. Renovations:

Hotels undergo renovations from time to time and take all possible steps to limit disruption to their guests. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work, dates may be provided. It is important to remember that these are subject to change and we are not always notified..

e. Charges to your credit card:

Any charges made to your credit card whilst away are your responsibility. KDR Travel and Tours will not be responsible, nor accept responsibility for having these charges reversed or corrected upon return to South Africa.

f. Drivers Licence:

Even if you have obtained an international drivers licence, please take your national driver's licence with you.

g. Confidentiality:

Subject to statutory constraints or compliance with an order of court, KDR Travel and Tours undertakes to deal with all client information of a personal nature on a strictly confidential basis.

18. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage or loss, as a result of "force majeure".

In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may

include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

19. Responsibility and Limitation of Liability

KDR Travel and Tours act as agents only for local and international ground operators and airlines and accordingly accepts no liability whatsoever for any loss, damage, injury, accident, delay, or any other irregularity howsoever arising.

KDR Travel and Tours makes every effort to ensure that all the arrangements and services connected with a passenger's itinerary will be carried out as specified in the most efficient and effective way possible. However, we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for errors and omissions of such suppliers.

The contract in use by such suppliers (which is often constituted by the ticket Issued by the Principal), shall constitute the sole contract between the supplier and the client and any right of recourse the client may have, will be solely against the supplier.

20. Jurisdiction of the Magistrate's Court

KDR Travel and Tours shall be entitled, at its option to institute any legal proceedings arising out of or in connection with this contract in any Magistrate's Court having jurisdiction in terms of Section 29 of the Magistrate's Court Act No 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

21. Legal

This document together with KDR Travel and Tours' standard booking form and KDR Travel and Tours invoice / itinerary constitutes the sole record of the agreement between the parties. No party shall be bound by any representation, warranty, and promise of the like not recorded herein. Client acknowledges that he/she has not relied on any matter or thing stated on behalf of KDR Travel and Tours or otherwise that is not included herein. No addition to the KDR Travel and Tours standard booking conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties. All costs and disbursements, including legal costs on the attorney and client scale incurred by KDR Travel and Tours in recovering any damages and payments payable by the passenger to KDR Travel and Tours shall be for the passengers' account. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa. The passenger hereby consents to the jurisdiction of the Magistrates Court having jurisdiction over its person in respect of all proceedings in connection with this agreement.

22. The Client and Authority

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as "the Client")