

SOUL TRAVELLER TOURS TERMS AND CONDITIONS

1. Our contract

All bookings are made with Soul Traveller Tourism SA (Pty) Ltd. By booking a tour with us you agree to these Booking Terms and Conditions (which constitutes the entire agreement between you and us).

2. Validity

Dates and itineraries are valid for set departure dates as detailed and are subject to change. Tour packages are valid for South African citizens and international outbound travellers.

3. Acceptance of booking and final payments

On acceptance of your booking a contract will exist between us from the date we issue the confirmation invoice. If you book within 30 days of departure, the contract will exist when we accept your payment.

If payment is not paid on or before the due date, we reserve the right to treat your booking as cancelled;

4. Prices and surcharges

Our tour prices are subject to variable and seasonal pricing. This means our tour prices may vary at any time in accordance with demand, market conditions and availability. Your best option if you like the price you see is to book at that time. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply.

5. Your details

In order for us to confirm your travel arrangements you must provide all requested details. Necessary details vary by tour; they include but are not limited to your full name as per South African identify document or passport, date of birth and any pre-existing medical conditions you have which may affect your ability to complete the tour. Travellers will be required to agree to these Terms and Conditions before they are able to complete their purchase.

6. Cancellation by the traveller

If you cancel some or all portions of your booking, cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation.

If you cancel your booking:

- between 8 and 14 days prior to departure, we will retain 50% of the total booking cost; and
- 7 days or less prior to departure, we will retain 100%;

If you leave a tour for any reason after it has commenced, we are not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made.

7. Cancellation by us

Soul Traveller Tours may cancel a tour at any time up to 60 days before departure, subject to clause 13. Soul Traveller Tours may cancel a tour at any time prior to departure due to terrorism, natural disasters, political instability or other external events. If Soul Traveller Tours cancels your tour, you can transfer amounts paid to an alternate departure date or receive a full refund. In circumstances where the cancellation is due to external events outside our control, refunds will be less any unrecoverable costs. Soul Traveller Tours is not responsible for any incidental expenses that you may have incurred because of your booking, including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

9. Exclusions

The price of your package does not include:

- International or internal flights unless specified in your tour itinerary;
- Airport transfers, taxes and excess baggage charges unless specified in your tour itinerary;
- Meals other than those specified in your selected tour itinerary;
- Passport fees;
- Travel insurance;
- Optional activities and all personal expenses not specified;

10. Age and health requirements

Minimum Age: The minimum age for our tours is 6. Minors to be accompanied by legal guardians for the duration of the tour.

Maximum Age: Soul Traveller Tours has no upper age limit, although we remind you that our tours can be physically demanding and passengers must ensure that they are suitably fit to allow full participation.

11. Minimum group size requirement

The minimum group size for a tour is 8 pax. Should this tour not meet the minimum group size requirement, the traveller may request a refund or book on another scheduled tour.

12. Travel insurance

Travel insurance is mandatory for all our travellers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of R1 million for each of the categories of cover. Soul Traveller Tours strongly recommends that it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance on the first day of your tour or you will not be able to join the tour without it;

13. Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each tour is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events;

14. Change of itinerary

While Soul Traveller Tours endeavours to operate this tour as described, we reserve the right to change the tour itinerary. Please refer to the Soul Traveller Tours website before departure for the most recent updates to your itinerary;

Before departure: If Soul Traveller Tours makes a major change to the itinerary, we will inform you as soon as reasonably possible. A major change would be if there is a change that affects one day out of the itinerary;

After departure: Soul Traveller Tours reserves the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances, Soul Traveller Tours will endeavour to accommodate travellers at the same or similar standard of the purchased tour;

15. Limitation of liability

Soul Traveller Tours contracts with a network of companies, government agencies and individuals to assist in the running of our tours as agents for these third parties. Soul Traveller Tours is not responsible for the acts and omissions of these third parties;

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a tour, or any breach of the Booking Terms and Conditions, is excluded;
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a tour; and;
- any condition or warranty which would otherwise be implied by law into these Booking Terms and Conditions (Implied Warranty), is excluded;

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar tour to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking;

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages;

16. Optional activities

Optional activities are not included in the tour price and do not form part of the tour or this contract. The contract for the provision of any optional activity will be between you and the activity provider.

17. Photography

Any photographs taken during the tour may be used for marketing purposes and/or social media distribution and are not subject to any royalties or rights fees. Should you wish to opt out of this clause, please indicate as such during the registration process;

18. Claims and complaints

If you have a complaint about your trip, please inform the tour guide on the tour as soon as you have a complaint so that they can attempt to rectify the matter. If satisfaction is not reached through these means, then any further complaint should be put in writing to us within 30 days of the end of the tour;

19. Severability

In the event that any term or condition contained in these Booking Terms and Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding;

20. Privacy policy

Any personal information that Soul Traveller Tours collects about you may be used for any purpose associated with the operation of a tour or to send you marketing material. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the tour. Soul Traveller Tours will otherwise treat your details in accordance with current POPI regulations;

21. Applicable law

The laws of South Africa govern these Booking Terms and Conditions to the fullest extent allowable. Any disputes in connection with a tour or these Booking Terms and Conditions must be initiated in the courts of Johannesburg, South Africa;

22. Registered address and contact details

Oxford Parks, 1st Floor
199 Oxford Road, Dunkeld, 2196
info@soultraveller.co.za
www.soultraveller.co.za