

MAG Tours & Safaris accepts bookings subject to the following Terms and Conditions

1. Your contract with MAG Tours & Safaris

Deposit: 50% of the total Invoice price.

To secure a booking with MAG Tours & Safaris requires a non-refundable deposit priced as 10% of the full amount of the invoice, per person, per component. Full payment is required if travels due to commence within 60 days. The payment is deemed to be confirmation that the client has read and accepted the MAG Tours & Safaris booking conditions. Bookings can be made by fax or email. A booking is accepted and becomes definite only from the date when MAG Tours & Safaris has confirmed acceptance by issuing confirmation email. Then the contract between MAG Tours & Safaris and the client comes into existence. Before your booking is confirmed and a contract comes into force, MAG Tours & Safaris serves the right to increase or decrease prices. MAG Tours & Safaris serves the right to decline any booking at our discretion. The contract is between MAG Tours & Safaris and the client, being all persons named on the booking as travelling or intending to travel with MAG Tours & Safaris. The person making the booking (which is subject to these terms) warrants that he or she has full authority to do so on behalf of all persons named, and confirms that all such persons are fully aware of and confirms that all such persons are fully aware of and accept these conditions. The contract, including all matters arising from it, is subject to South African law and the exclusive jurisdiction of its respective courts. No employee of MAG Tours & Safaris other than a manager has the authority to vary or omit any of these terms or promise any discount, reward or refund.

2. Payment for your holiday

The balance of all monies due, including any surcharges applicable at that time, must be paid not later than 35 days before departure. In the case of non-payment of the balance by the due date, MAG Tours & Safaris will treat the booking as cancelled by the client and apply the appropriate cancellation charges. Monies paid to an agent acting on behalf of MAG Tours & Safaris are held by the agent on behalf of MAG Tours & Safaris.

3. Charges

3a. Charges by you

We will do our best to assist you in altering your arrangements after booking, but cannot guarantee that this will be possible. Any charges to the original booking must be confirmed in writing by the lead customer and must be accompanied by charges as per the below table in addition to the cost of any extra services required. Written notification is essential even if verbal notification of an intention to charge has been given. Charges will be applied as shown below, calculated from the day written notification is received by MAG Tours & Safaris. The date used for calculating charges: 35 days or more. 19-60 days:50% of total cost of booking, 18 days or

less:100% of total cost of booking. Whilst every reasonable effort will be made to accommodate charges and additional requests their availability cannot be guaranteed.

3b. Changes by us

MAG Tours & Safari will use best endeavours to operate all tours as advertised, by entering into this contract the client accepts that it may prove necessary or advisable to vary or modify a tour itinerary or its contents due to prevailing local conditions. MAG Tours & Safaris reserves the right at any time either before or during a tour to cancel or change any of the facilities, routes, services or prices described in the brochure (including transport, accommodation or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes. If a major change is known to us, the client will be told at the time of the booking. If a major change becomes necessary, MAG Tours & Safaris will inform the client as soon as reasonable possible if there is time before departure. The individual's tour and circumstances as is at the sole discretion of MAG Tours & Safaris. When a major change is made the client will have the choice of accepting the change of arrangement, or within 7 days notification of the change, purchasing another available tour or cancelling the tour and obtaining full refund, provided that the major changes is not because of force majeure. Force majeure is war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with local transport or MAG Tours & Safaris vehicles, changes imposed by cancellation or rescheduling of flights by an airline or aircraft type, or other similar events beyond the control of MAG Tours & Safaris. MAG Tours & Safaris is not liable for any penalty charges associated with non-refundable airfares, in the event of a change to a tour departure time, date or airport. All costs incurred due to force majeure, such as transport, communication, accommodation, food or other similar items will be passed to the client by way of local surcharges.

4. Cancellations

4a. Cancellations by you

The client may cancel the booking at any time provided that the cancellation is communicated to MAG Tours & Safaris in writing. Written notification is essential even if verbal notification of an intention to cancel has been given. Cancellation charges will be applied as shown below, calculated from the day written notification is received by MAG Tours & Safaris. The date used for calculating cancellation charges will be as followed:

Cancellations before 60 days before departure will be refunded as received – 10% administration fee.

19-60 days: 50% of total cost is forfeited – full deposit

18 days or less 100% of total cost is forfeited

4b Cancellation by us

MAG Tours & Safari receives the right to cancel a tour in any circumstance but, except for forces majeure or the clients failure to pay the final balance or on the conditions detailed in clause 5 below, will not cancel a tour less than 35 days before departure. Unless the client fails to pay the final balance MAG Tours & Safaris will, upon cancellation, return all monies paid as a deposit.

5. Guaranteed Departures & Minimum Numbers

All tours have been based on a minimum number of group tour based on logistics, and in the event that this number is not reached, MAG Tours & Safaris reserve the right to cancel the tour and refund the full fee subject to conditions as stipulated in section (4b). All clients have the option to book a replacement holiday up to the value of the original holiday booked. If there is a difference in price from the original tour, the balance is payable either as a refund by MAG Tours & Safaris or as a payment by the client. We will advise clients no later than 35 days prior to departure if the minimum numbers required for a tour have not been achieved and tour is to be cancelled. MAG Tours & Safaris sets its own minimum numbers based on logistics and guarantees to operate once minimum numbers have been achieved as follows: Day trips minimum 4, overnight tours minimum 3 and 5-21 day tours minimum 6. Where minimum numbers have not been achieved on a given departure, MAG Tours & Safaris may choose to either operate the tour with below minimum numbers or cancel the trip and refund the clients or cancel the tour and pay compensation as follows: More than 5 weeks: A full refund of monies paid but no further compensation.

35 - 14 days: A full refund of monies paid and a 5% discount on the tour cost of a similar replacement group tour (see below).

13 days or less: A full refund of monies paid and a 10% discount on the tour cost of a similar replacement group tour (see below).

Notes: Refunds, rewards and discounts referred to here apply only to group tours cancelled within 5 weeks as a result of failure to achieve minimum numbers. A replacement group tour may be any group tour selected from MAG Tours & Safaris up to the value of the original group tour booked. Refunds, rewards and discounts apply to the cost paid for the land content only and exclude local funds surcharges, extra services insurance premiums and administration charges.

6. Accommodation

6a. All tours not including budget tours

On any of our Comfort or Luxury Tours, accommodation is provided in twin accommodation. Singles travellers will be accommodated in same-gender twin rooms. Two travellers booking together will be accommodated in a twin room. Three travellers booking together will be accommodated in one twin room, the third person will be accommodated in a same gender twin share room. MAG Tours & Safaris will use astute discretion at allocating the third person to a room share; unless we are otherwise advised in writing as to who will be sharing with whom.

Triple rooms can be requested, in writing, but cannot be guaranteed in every location in which event the above situation applies. In certain locations, a twin is commonly accepted as referring to two separate mattresses and duvets contained in one large frame. Most hotels have rooms that will take an extra bed if required. These extra beds may be bunk beds, fold-away beds or sofa beds. Where an extra bed is added this may limit the space available. Rooms with extra beds are still bookable for two person occupancy although, in this case, the hotelier may allocate a standard-sized twin bedded room without extra beds. Single rooms do not always match up either in size or facilities to twin bedded rooms. Please note that in some properties, lifts may not directly service all floors and access to and from these floors may be by stairway only.

6b Budget Tours

Budget Tours are sold on a multi-share accommodation basis. Clients travelling on these tours will be accommodated in multi-share rooms, usually 2-4 persons sharing and up to a maximum 6 persons. Clients travelling in mixed gender groups will be accommodated in same-gender rooms on written request. Accommodation on budget tours can also include camping tents with separate ablution and cooking facilities.

6c Star Categories/standards

Official star ratings, where available are shown in the itinerary of each tour. They are primarily intended to give a guide to the range of facilities and services available in each property. 2 and 3 star properties generally have a more limited range of facilities and services. In general the overall standard of services and facilities can sometimes vary within star categories. For example, an officially rated 3 star property may only possess 2 star standards (and vice versa) despite having an extensive range of services and facilities. This is because of the many different criteria that are used from country to country to assess star ratings. In certain instances, hotels and lodges do not have official star ratings, mainly due to location reasons, rather than levels of standard.

7. Our staff

Our staffs have been carefully chosen, and undergo comprehensive training. Tour leaders and drivers are authorized to have well deserved rest during tour; these are the 'free days' as part of the tour itinerary. Although the staffs are on a rest day, they are on call for any emergencies.

8. Food

Meals are only included as stipulated in the tour itinerary, check your specific tour itinerary for details of which meals are included. Vegetarians or those with special dietary needs can be catered for, so please inform us at the time of booking, as well as your tour leader at the start of the tour. Non-included meals are at your own expense. This allows you the opportunity to try the local cuisine. The food is delicious and varied with restaurants providing an important insight into local ways of life. There is always an excellent range of restaurants to choose from. You will also need to purchase drinks and snacks for long bus or coach journeys as there may not be the opportunity once on board. Please be aware that in many parts of the world vegetarian meals are classified as meals without meat or fish, and may not be what you are used to.

9. Surcharges

All prices published in printed brochures and other printed media are "from" prices only and may vary from time to time due to exchange rates, operational costs or travel seasons or years. Correct prices are provided by MAG Tours & Safaris office and are valid at the time of booking. No refunds are payable if the price is subsequently reduced and all prices may be subject to surcharges as set out below. MAG Tours & Safaris reserves the right to increase the tour price or local payments / funds to take into account the following items: entrance charges, government action, currency, pay roads and transportation costs. If the surcharge results in an increase of more than 10% of the tour price the client may cancel the booking within 7 days of notification of the surcharge and obtain a full refund.

10. Travel Insurance

Travel insurance is mandatory for all clients whilst on a tour organised by MAG Tours & Safaris. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the holiday and loss of holiday monies through cancellation or curtailment of the holiday or other insurable reasons. Clients should ensure that there are no exclusion clauses limiting protection for the type of activities in their tour. The travel insurance cover automatically provided with credit card purchases does not provide adequate cover as standard.

11. Passport, visa and vaccination

It is the responsibility of the client to be in possession of a valid passport, visa permits, vaccination and preventative medicines as may be required for the duration of the tour. Information about these matters or related items is given in good faith but without responsibility on the part of MAG Tours & Safaris. Visa support documents can be provided if the request is received in writing. Allow 2 working days for the documents to be produced. Visa support documents do not supplement or replace tour documents which can be found on the website. The [Foreign & Commonwealth Office](#) (FCO) provides travel advice for each destination we visit – each country has a summary and general information as well as advice on safety & security, local laws & customs, entry requirements and health.

12. Age, fitness and participation

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in the itinerary. Clients are also expected to accept that the components described constitute "Adventure Travel" and that travel to and facilities in the country will not be to similar standards which they may be accustomed to at home. Persons over 65 years of age may be asked to provide medical evidence of fitness to travel on certain itineraries. Minors (those under 18 years of age) are accepted on some group tours operated by MAG Tours & Safaris at our discretion provided they are accompanied by a parent or guardian who accepts full responsibility for them. Unaccompanied minors will only be allowed on holiday camps arranged MAG Tours & Safaris. Recommended ages for participation in group tours act as a guide only. The Budget Tours travel style is limited to 18 to 38 years however occasionally MAG Tours & Safaris may authorise clients outside these ages to travel if they meet certain criteria. MAG Tours & Safaris reserves the absolute right to decline

a booking at their discretion. Clients agree to accept the authority and decision of MAG Tours & Safaris employees, tour leaders, and agents whilst on tour with MAG Tours & Safaris. If in the opinion of such person that the health or conduct of a client before or after departure appears likely to endanger the safe, comfortable or happy progress of a tour, the client may be excluded from all or part of the tour, without any refunds. In the case of ill health MAG Tours & Safaris may make such arrangements as it sees fit and recover the costs from the client. If a client is excluded from the tour as above or chooses to leave the tour of their own free will or leaves the tour due to ill health or any other reason there will be no refund of the tour price, extra services, surcharges, local payments/funds or any local surcharges. All services forming part of the whole package booked will be forfeited though may be recovered through your personal travel insurance in some circumstances.

13. Local laws

All participants in tours operated by MAG Tours & Safaris are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve MAG Tours & Safaris of any obligation that they may otherwise have under these booking conditions.

14. Illness or disability

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the tour. Failure to make such disclosure will constitute breach of these booking conditions and result in such persons being excluded from the tour in which case all monies paid will be forfeit. If you or any member of your party has any disabilities it is extremely important that you contact our offices by email before completing any reservation to ensure compatibility for the holiday that you choose.

15. Complaints

If the client has a complaint about any of the tour arrangements the client must bring it to the attention of the tour leader or other representative of MAG Tours & Safaris at the time so that they may use their best endeavours to rectify the situation. It is only if MAG Tours & Safaris is made aware of any problems that there will be the opportunity to put things right. Failure to complain on the spot will result in the client's ability to claim compensation from MAG Tours & Safaris be extinguished or at least reduced. Should the problem remain unsolved a complaint must be made in writing to MAG Tours & Safaris within 3 days of the completion of the tour or all claims for compensation will be forfeited. MAG Tours & Safaris CC is a Member of the Potchefstroom Tourism Association, Potch-Tlokwe Chamber of Commerce, and registered with NW Province South Africa. We are obliged to maintain a high standard of service to you by Code of Conduct.

16. Our responsibility

The components operated or supplied by MAG Tours & Safaris have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of personal risk and exposure to potential hazards over and above those associated with normal "package travel". All bookings are accepted with the understanding all risks and hazards are appreciated by the client and they undertake all tours, excursions and activities on own volition.

Where the client suffers death or personal injury as a result of an activity forming part of the component arrangements booked with MAG Tours & Safaris, MAG Tours & Safaris accepts responsibility unless there has been no fault on MAG Tours & Safaris's part or its suppliers and the cause was due to force majeure, the client's fault, the actions of someone unconnected with the component arrangements or one which neither MAG Tours & Safaris nor its suppliers could have anticipated or avoided even if all due care had been exercised.

17. Privacy Policy

In order to process bookings MAG Tours & Safaris is required to collect certain personal details from you. These details will usually include the names and addresses of party members, credit / debit or other payment details and special requirements such as those relating to any disability or medical condition that may affect the holiday arrangements. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass some information on to the relevant suppliers of your travel arrangements (hotels, transport companies etc.). Such suppliers may be outside South Africa. The information may also be provided to security or credit checking companies, public authorities such as customs / immigration if required by them, or as required by law. MAG Tours & Safaris will only deal with the personal details you give MAG Tours & Safaris as set out above unless you agree otherwise. We may make contact with you or members of your holiday party by post, e-mail, or telephone for the purposes set out. We will also use your information to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future then please let us know as soon as possible. MAG Tours & Safaris will assume that you do not object to being communicated with unless you have previously opted out or contacted us.

18. Brochure/website/advertising material accuracy

The information contained in our brochure, on our website and in other advertising material is believed correct to the best of our knowledge at the time of publication. Errors may occasionally occur and information may subsequently change, therefore please ensure you check all details of your chosen component (including the price) with the office or your travel agent at the time of booking. MAG Tours & Safaris cannot be held responsible for any error, omission or unintentional misrepresentation that may appear in the brochure, on our website or in other advertising material.

19. Lost property

If you have lost an item during your holiday, you must report it to MAG Tours & Safaris within 3 days of your return home. We will try to help find the item and if found, we will post it to you. You will be charged the cost of postage and a handling fee of £25 per lost item. MAG Tours & Safaris accepts no liability for helping with your lost property. MAG Tours & Safaris takes no responsibility for any loss or damage to your luggage while on our vehicles or public transport.

20. Financial security & company information

All bookings made with MAG Tours & Safaris are fully protected in accordance with the consumer act. MAG Tours & Safaris are a company committed to customer satisfaction and consumer financial protection.

21 Free tour documents

To fully prepare yourself for your tour MAG Tours & Safaris strongly recommends you download and read the pre tour documents that are available to download from the website. The most up to date documents can be found on the website and should be downloaded at least 5 days prior to departure to ensure you have the most correct and up to date details.