

# GUGULESIZWE DIVE CAMP

## BOOKING TERMS AND CONDITIONS

### **INCLUDED IN THE NIGHTLY RATES:**

- All accommodation on a shared basis;
- Services of the camp/lodge guides and staff;
- the applicable Tourism Levies and all relevant Value Added Tax (VAT).

### **EXCLUDED FROM THE NIGHTLY RATES:**

- All drinks;
- All meals;
- Excursions and transfers;
- Park fees, entrance fees, portorage, tours/excursions;
- Cancellation, baggage and medical insurance;
- Staff gratuities;
- Any new Government Taxes, levies, fuel or industry increases which are beyond our control.

### **PLEASE NOTE:**

Diving is not available on 25 December and 01 January each year.

### **DEPOSIT & PAYMENT POLICY:**

- Once a booking has been confirmed to us in writing and upon receipt of the non-refundable deposit by Maputaland Travel, we will change the booking's status from "provisional" to "confirmed". The standard amount is 20% of the total travel arrangement costs, however, this amount can vary depending on certain terms and conditions or party size. Please note that no booking can be deemed as confirmed until Maputaland Travel confirms receipt of the required amount.
- Please contact Maputaland Travel for details and please DO NOT confirm a booking unless you have this non-refundable deposit in hand, as you will become liable for cancellation fees if the booking does not materialise.
- NOTE THAT IT IS REQUIRED THAT THIS DEPOSIT BE PAID OVER TO MAPUTALAND TRAVEL WITHIN SEVEN DAYS OF RECEIPT OF THE DEPOSIT PRO-FORMA INVOICE. IN THE CASE OF SHORT LEAD TIME BOOKINGS, THE DUE DATE FOR THIS DEPOSIT WILL BE REFLECTED ACCORDINGLY ON SAID INVOICE.
- Full payment is due eight weeks prior to arrival date, after which our cancellation fees escalate in accordance with our cancellation policy.
- If travel date is within 8 weeks, full payment is required in order to secure the reservation.

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## **CANCELLATION POLICY:**

Cancellation fees are levied when guests cancel confirmed reservations. The costs of the cancellation fees will escalate the closer the guest/s cancels to their confirmed departure date. Our penalties are tiered as follows:

- Should a cancellation be made more than 8 weeks before departure, the non-refundable deposit of 20% is forfeited.
- Should a cancellation be made between 4 weeks and 8 weeks, the deposit plus 25% of the price is forfeited.
- Should a guest cancel between 3 and 4 weeks prior to departure, 50% of the price is forfeited.
- Should a guest cancel between 2 and 3 weeks prior to departure, 60% of the price is forfeited.
- Should a guest cancel less than 2 weeks prior to departure, 100% of the price is forfeited.

Where a deposit has been paid and the reservation is subsequently cancelled by Maputaland Travel due to a failure to pay the balance outstanding, the deposit paid will be forfeited to Maputaland Travel.

In the event that you cancel a reservation for any reason, such cancellation must be made in writing, or via any web-enabled booking system to Maputaland Travel (if the reservation was made online) and will only be effective upon written acknowledgement by Maputaland Travel of the receipt of the notification of cancellation. In such instance, you as the agent are essentially liable for the cancellation charges.

Should a guest fail to arrive, or any cancellations are made after the departure date, Maputaland Travel will be entitled to treat the reservation as cancelled without giving notice and 100% of the tour price as a cancellation fee will apply (including repatriation and any administrative fees incurred by Maputaland Travel as a result of such cancellation, including but not limited to cancellations due to ill health or injury).

## **PLEASE NOTE:**

- Check-in time is 12h00 – if the room is available on arrival then an early check in will be allowed at no additional cost. Check- out time is 10h00;
- If an early check-in or a late check-out needs to be guaranteed prior to arrival, then the full nightly rate for the night before or after must be paid for in order to secure this space;
- Please ensure that you are aware of our booking conditions. Taking this journey with us implies your acceptance of these conditions.
- Prior to confirming the booking, each guest must take out comprehensive travel, medical, cancellation, curtailment and default insurance for the duration of their trip.
- Due to the remote area in which we operate, it is vital that all guests are covered for emergencies and other unforeseen circumstances. We will not be held responsible for any guest travelling without insurance.
- The relevant cancellation policy applies should the guest fail to join or start their journey for any reason, including airline delays or missed connections. Please ensure adequate travel insurance is in place for any such eventuality.
- The lodge is situated in a low malaria risk area. Please consult a medical practitioner, pharmacist or travel clinic to establish what precautions will be required.

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## RESPONSIBILITY

Maputaland Travel – or any person, agent acting for, through or on behalf of Maputaland Travel– will not be liable for any loss or damage whatsoever arising from any cause whatsoever and, without restricting the generality of the foregoing, shall particularly not be responsible for loss or damage arising from any errors or omissions contained in its brochure or other literature, loss or damage caused by delays, sickness, theft, injury or death.

In addition, Maputaland Travel shall have the right at any time at its discretion to cancel any itinerary or the remainder thereof or make any alteration in route, accommodation, price or other details and, in the event of any itinerary being rendered impossible, illegal or inadvisable by weather, strike, war, government or interference or any other cause whatsoever, the extra expenses incurred as a result thereof shall be the responsibility of the passenger.

Maputaland Travel may at its discretion and without liability or cost to itself at any time cancel or terminate the guest's booking and in particular without limiting the generality of the foregoing it shall be entitled to do so in the event of the illness or the illegal or incompatible behaviour of the guest, who shall in such circumstances not be entitled to any refund.

The person making any booking will, by the making of such booking, warrant that he or she has authority to enter into a contract on behalf of the other person included in such a booking and in the event of the failure of any or all the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her.

## MAPUTALAND TRAVEL INDEMNITY

Maputaland Travel hereby indemnifies the Guest in respect of actual damages suffered by the Guest where the direct and substantial cause thereof was the gross negligence or wilful misconduct of Maputaland Travel. Except for the abovementioned indemnity, Maputaland Travel will not be liable to the Guest in respect of any damages, losses or liabilities incurred by the Guest arising from or in connection with any Tours or Services. Notwithstanding anything else contained in this Agreement, Maputaland Travel shall not be liable for punitive damages, indirect damages, consequential damages, loss of profits, third party claims or any claims imposed on the Guest by laws or statutes of countries outside of South Africa. Maputaland Travel shall not be liable for any damages, losses or other amounts that the Guest has agreed, settled or compromised without the prior written consent of the Maputaland Travel, or which the Guest is otherwise contractually bound to pay to any other person or entity. Maputaland Travel will not be liable or responsible to the Guest for any direct or indirect damages or losses of any nature whatsoever, including those arising from any personal injury or death or loss of or damage to any property (irrespective of the cause of such injury, death, loss or damage).

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