



TERMS AND CONDITIONS

1. The client who signifies his acceptance of a booking does so on behalf of himself and persons under his authority, which means that all are bound by these terms and conditions ("these terms") of 2004 PROMOTIONS T/A FLAME OF AFRICA hereafter referred to as FLAME OF AFRICA, as if they had individually made the application themselves.
2. All estimates or quotations provided, or bookings made with FLAME OF AFRICA are subject to these terms.
3. A non-refundable deposit of 10% (minimum of R500) of the land arrangement cost, plus the full amount including taxes of the air travel portion, for each person is required at time of booking, together with a signed Booking form. (Most airlines stipulate that tickets have to be issued within three working days of a booking being made)
4. The full amount due to FLAME OF AFRICA shall be payable not less than six weeks prior to the date of departure. If the full amount is not paid in due time, FLAME OF AFRICA reserves the right to treat the booking as cancelled. Bookings made within six weeks of departure must be paid in full immediately.
5. Should the client wish to amend his booking at any stage, either in the form of a date change, itinerary amendment or any change whatsoever, FLAME OF AFRICA reserves the right to charge an amendment fee per booking.
6. If a booking is cancelled and notification has been received in writing, then, over and above such cancellation fees as each airline and/or land operator may charge and for which the client will be liable, the following will apply:
 - 6.1. 10% of invoice with a minimum R500 PLUS ANY BANK CHARGES is due for cancellation of booking once an invoice has been issued.
 - 6.2. 6 weeks (42 days) prior to departure 50% of tour cost
 - 6.3. 3 weeks (21 days) prior to departure 60% of tour cost
 - 6.4. 2 weeks (14 days) prior to departure 80% of tour cost
 - 6.5. 1 week (7 days) prior to departure 100% of tour cost
 - 6.6. After departure no refund for any unused services will be considered by FLAME OF AFRICA;
 - 6.7. FLAME OF AFRICA, reserves the right to and shall be entitled to cancel any tour or product sold prior to departure, FLAME OF AFRICA shall be obligated to refund all amounts received and the client, shall have no further claim of any nature whatsoever against FLAME OF AFRICA arising out of such cancellation.
 - 6.8 All refunds are strictly subject to supplier/principals cancellation policies.
7. Should a client fail to join a tour, or fail to use the accommodation/services booked by FLAME OF AFRICA on their behalf, for any reason whatsoever, no refund or liability will be accepted by FLAME OF AFRICA.
8. FLAME OF AFRICA provides clients with travel and/or other services either itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines. FLAME OF AFRICA represents such principals as agents only and accordingly accept no liability for any loss, damage, injury or death which any client may suffer as a result of any act or omission on the part of or the failure of such principals to fulfill their obligations, whether in relation to travel arrangements, accommodation or otherwise. The contract in use by such principals (which is often constituted by the ticket issued by the principal), shall constitute the sole contract between the principal and the client and any right of recourse the client may have, will be solely against such principal.
9. Cancellation, medical and repatriation insurance is highly recommended for all FLAME OF AFRICA's bookings, and it is the client's responsibility to arrange such insurance, either through an ASATA Travel Agent or through the clients broker. It is strongly recommended that clients also takeout insurance to cover emergency travel and accommodation, lost baggage and any other cover the client deems fit. The decision which insurance cover he/she obtains is solely the responsibility of the client.
10. The client acknowledges that the fare (see above clause 3) and itinerary specified in the Booking Confirmation Form, may be varied by FLAME OF AFRICA from time to time, without notice to the client, at the discretion of FLAME OF AFRICA and provided the itinerary and price is not substantially different from the itinerary that the client anticipated enjoying, the client shall not be entitled to cancel the contract. Fare increases may occur inter alia due to any increase in airline tariffs, fuel costs, game reserve fees, or fluctuation of exchange rates. Should the group number fall below the minimum number required for the booking as specified in the Booking Confirmation Form, FLAME OF AFRICA reserves the right to re-cost the fare and raise a surcharge. Should any clients refuse to accept and pay such surcharge, FLAME OF AFRICA reserves the right to cancel the tour and retain full payment.
11. The client acknowledges that it is solely his/her responsibility to ensure that he/she is in possession of the necessary travel documents that may be required in respect of the proposed tour and itinerary, as well as all health and other certificates that may be required from time to time. FLAME OF AFRICA will endeavour to assist the client, but such assistance will be at FLAME OF AFRICA's discretion and the client acknowledges that in doing so, FLAME OF AFRICA is not assuming any obligation or liability and the client indemnifies FLAME OF AFRICA against any consequences of non-compliance.
12. It is recorded that the contract may contemplate a tour/journey to an area(s) where the client may be exposed to danger and the client has agreed to execute a waiver of rights against FLAME OF AFRICA, its principals and others as an integral part of these terms. The client (which shall be deemed to include the heirs, executors, administrators or assigns of the client) does hereby irrevocably waive and abandon all and whatsoever rights which the client may have against FLAME OF AFRICA, in consequence of any loss, damage, injury, death or otherwise of whatsoever nature and howsoever arising which may be sustained directly or indirectly by the client in consequence of any act of omission or commission by FLAME OF AFRICA or other in consequence of the conclusion of the contract and the client undertaking the tour/journey contemplated in the contract (which will comprise of these terms and the Booking Confirmation Form) In no way derogating from the foregoing, the client hereby indemnifies, holds harmless and absolves FLAME OF AFRICA, its principals or others, from all and whatsoever claims which may be tenable by the client as aforesaid, irrespective of the nature thereof and howsoever arising.
13. The client agrees that he/she will at all times comply with FLAME OF AFRICA's or others requirements in regard to his/her conduct, and he/she will not in any way constitute a nuisance to any other passenger on the tour.
14. When the client is traveling with persons under his/her authority, he/she warrants that he/she is authorized to bind every member to the terms of the contract.
15. These terms constitute the entire terms of the relationship between the parties. There exists no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship, and the client acknowledges that he/she has not relied on any matter or thing stated on behalf of FLAME OF AFRICA or otherwise that is not included herein.
16. Clients, who have special requests, must specify such requests to FLAME OF AFRICA in the Booking Reservation Form. Whilst FLAME OF AFRICA will always endeavour to accommodate such requests, it does not guarantee that it will always be possible.
17. No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the client and a duly authorized representative of FLAME OF AFRICA.
18. No refunds will be considered in any circumstances whatsoever, although FLAME OF AFRICA may, in its sole discretion, consider a refund in the event of death or serious illness of the Client.
19. Any payments due by the Client will incur interest from the due date at a rate of 2 % (Two percentum) above the prime rate charged by FLAME OF AFRICA's bank.
20. South African Law and the jurisdiction of South African courts will govern the relationship between the Client and FLAME OF AFRICA.
21. The Client will be liable for all legal fees on an attorney and own client scale in the event that FLAME OF AFRICA has to engage a lawyer to enforce any of its rights or otherwise.

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