



**Sunstreak Tours CC. Reg no: 2010/051758/23**

**P O Box 1948, Krugersdorp, 1740**

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**(+27) 82 477 9323**

### **Terms and Conditions**

Sunstreak terms and conditions:  
Sunstreak Tours CC.

### **Standard terms and conditions:**

Reference herein to "Sunstreak" shall mean Sunstreak Tours CC (Reg. No 2010/051758/23)

### **General:**

All prices quoted on South Africa's Tour or Safari's will be in South African Rands = ZAR. If quoted in Pound Sterling or US Dollars it will be clearly stated.  
All prices will be quoted per person sharing a twin bedded room. Single accommodation is in short supply but may be available at extra cost.  
Tour prices do not include flights (International or Domestic, Visas, Insurance, Drinks (Alcoholic or soft), Entrance fees or any other activities not specified in Itinerary price.  
In case of an emergency Sunstreak reserves the right to sub-contract, and if this case is exercised, the substitute will compare equally as far as circumstances permit, with Sunstreak.

Any substances or unlawful articles will not be permitted whilst traveling with Sunstreak. Should a traveler contravene the aforesaid prohibitions, Sunstreak will be entitled to immediately exclude the offender from the tour.

### **Insurance:**

Travelers should ensure that they have adequate insurance to cover all personal accidents, medical expenses, loss of luggage and personal items.

Sunstreak will take every possible care against any contingencies. Sunstreak shall not be liable for any loss, damage or injury or death of any person and/or his/her luggage or personal property.

The Services do not include the provision of any insurance services, which remains the exclusive obligation of the Client and/ or Guest.

### **Limitation of liability:**

All persons availing themselves of the Services do so entirely and unconditionally at their own risk. Sunstreak Tours, the Partners, their respective officers, employees and/or contractors (collectively called 'the Owners'), will not be held responsible or liable, directly or indirectly, for any claim of whatsoever nature in respect of any loss, damage, expense, injury or death howsoever caused to, or sustained or suffered by any person/s and/or property at any time, whether arising from negligent act/s or omission/s or the Owners.

## Quotations:

1. The Quotation is subject to availability of the Services as at the date of Departure. Quotations are subject to adjustment should the services quoted for not be available at the time of booking
2. Requests for changes in the Quotation following its conclusion will require the reissue of the Quotation, and a change in the Quotation price.
3. The quotation is based on prices obtained from the Partners on the date of issue of a Quotation, and subject to the provisions of this clause 2, Sunstreak Tours may update its Quotation up until the date that it has received the total Quotation payment.
4. Prices are subject to adjustment in the event of changes in tourism levies, fuel prices, and taxes of levies of whatever nature. Any such changes will be communicated in writing to the customer.

## Reservations made:

1. All travel arrangements are subject to the booking conditions and cancellation provisions of the service provider.
2. Sunstreak Tours books the Services described in a Quotation upon receipt of the accepted quotation.
3. Subject to further provisions of these Terms, should any of the booked services be unavailable at the commencement date, the Client will have the option to request Sunstreak Tours to replace those with services of equal standard. Sunstreak holds the right to use the appropriate vehicle for the tour.

## Payments:

The client shall pay a non-refundable deposit of 50% of the total booking to Sunstreak at confirmation of booking. (An accepted quote emailed to Sunstreak Tours by the client will be required for the services to be booked.)

The full pre-payment price must be paid 60 days prior to commencement of service. If services are booked less than ten days prior to commencement of service, payment must be made in full on booking.

All prices quoted will be for private tours.

All tour payments must be made by bank deposit or electronic transfer directly to the South African bank account of Sunstreak tours; where after proof of deposit and/or transfers should be emailed to Sunstreak Tours. Bank Account details available upon request.

## Cancellations:

All cancellations of accepted quotations must be made in writing to Sunstreak Tours.

Cancellation fees applicable:

- 0 - 9 days prior to travel date -- 100 % of total tour price
- 10-20 days prior to travel date - 90% of total tour price
- 21-30 days prior to travel date - 80% of total tour price
- 31+ d days prior to travel date - 60% of total tour price

## Modifications or Cancellation of the Services

Despite Sunstreak Tours' pledge of its best efforts to ensure the optimum provision of the Services by the Partners, unforeseeable circumstances may limit or prevent the same. To that end, the Client acknowledges and agrees that no deduction in or refund of the Quotation price will apply:

- In the event of a force majeure, which requires the Partners to amend the Services without prior notice; or
- Should unforeseeable circumstances require the Partners to amend the Services (including a change in road conditions, and unseasonal or unexpected meteorological conditions); or
- In the event of an existing or new medical condition of one or more Guest require an amendment of the Services; or
- Should the illegal or incompatible conduct of a Guest compel an amendment of the Services.

In the event that a traveler fails to join a tour, or leave it before completion, no refund or credit will be granted

## **Health**

- It is recommended that all Guests seek prior medical advice from their qualified medical practitioner in respect of any existing or reasonably anticipated medical condition. In the event of any resulting advice, the relevant Guest must inform Sunstreak Tours before departure of every medical matter and issue.
- As a courtesy to non smoking fellow passengers and in accordance to international practice, co-operation is required in implementing a policy of prohibiting smoking in vehicles. The driver/guide will ensure sufficient stops to enable travelers to smoke.
- All travelers visiting malaria risk areas are advised to consult their doctors and take the necessary medicine.

## **Accident**

The Client acknowledges that a safari may bring the Guests into close contact with unknown dangers, including harsh outdoor conditions and possible confrontation with wild animals.

## **Visas**

The Guests acknowledges his/her obligation to ensure that all necessary passport and visas are valid for the countries to be visited as a result of the provision of the Services.

## **Waiver and Severability**

No waiver of any of these terms or conditions will be binding for any purpose unless expressed in writing and signed by the parties, which waiver will then be effective only in the specific instance and for the purpose given.

No failure or delay on the part of Sunstreak Tours in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

In the event that any of the provisions of this Agreement are found to be invalid, unlawful, or unenforceable such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.

## **Whole Agreement**

This document constitutes the whole of the Agreement between the Parties, to the exclusion of all else. No amendment, alteration, addition, variation or consensual cancellation of this undertaking will be valid unless in writing and evidenced by the authorized signatures of both parties.

## **Jurisdiction**

This Agreement shall be governed by South African law, and the parties hereby irrevocably agree to the jurisdiction of the Magistrates Court, Johannesburg, in respect of any dispute flowing from this Agreement.