

Yellow Hat Travels Terms & Conditions

Please read these terms and conditions carefully; you agree to be bound by these conditions which forms an agreement between Yellow Hat Travels and yourself. They also form an important part of the contract if you are making a personal private trip or a group booking.

THE BOOKING CONTRACT

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to Yellow Hat Travels. Please note your spot on the tour is only reserved once we have received the deposit payment together. Your booking is confirmed, and a contract exists when the first payment is received and this signed contract is received.

BOOKING ON BEHALF OF OTHERS / GROUP BOOKINGS

By booking on behalf of other participants, you are deemed to be the designated contact person on that booking. This means that you are responsible for all payments due in connection with your booking, notifying Yellow Hat Travels and keeping your party informed. You agree that you are over 18 years of age. By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. All hotels and activity bookings will generally be made under the name of the leader.

PASSPORTS, VISAS, HEALTH AND TRAVEL DOCUMENTS

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide guidance and general information about this. Kindly enquire if you need any assistance.

Passports: If you are South African, your passport MUST BE VALID FOR AT LEAST 6 MONTHS AFTER YOUR DATE OF RETURN on any trip. You will not be allowed into a country if your passport expires before the 6 month period. If you are a South African permanent resident travelling on a foreign passport, you must ensure that you have the right documentation from Home Affairs to travel. Your travel documents have to be in the name appearing on your passport. You are required to let your consultant know which passport you will be travelling on.

Married women: Passport details must be the same as Home Affairs records. If you do not hold a valid passport, please note it can take up to two weeks to obtain a new one. If you or any member of your party is not a South African citizen; you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. You must ensure you have the correct travel documents in your possession before departure, failing which you will be liable for any costs. Please note children must have their own passport.

Visas: Issuance of visas depends on the sole discretion of the visa counsellor and Yellow Hat Travels shall for some destinations only act as a representative on your behalf for the purposes of submitting or assisting with the visa applications and related documents. All the visa related application(s) and document(s) in respect of

the visa processing shall be duly submitted to Yellow Hat Travels as per the relevant visa guidelines and within the timelines, as advised. In the event the visa application made by the client or by Yellow Hat Travels (as the case may be) on his/her behalf is rejected by the visa counsellor/consulate for whatever reason or where the visa could not be processed due to late submission of application, Yellow Hat Travels shall not be liable for such rejection under any circumstances. Rejection of visa shall lead to forfeiture of booking amount paid and no claim whatsoever shall be entertained for the same. The decision of visa grant, duration of the visa validity, number of entries permitted in respect of each such visa as well as the timelines for communicating visa decisions are at the sole and absolute discretion of the visa counsellor/consulate and Yellow Hat Travels shall have no liability whatsoever.

Medical: It is your responsibility to ensure that you are fit to travel and to take all necessary medication with you. Check with your travel doctor which vaccinations are required by the country you are visiting or visit <http://www.meditravel.co.za>, also check on the website whether you may leave the airport at stopovers in countries on your way to your final destination, they may be in quarantine.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Any cancellation that arises due to visa/passport requirement will not be refunded.

Malaria and Other Tropical Diseases: We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your doctor before departure or a medical practitioner well versed in tropical diseases.

VALIDITY AND PRICE GUARANTEE

All prices are based on currency rates of exchange. All tours and itineraries are based on airlines/hotel/cruise/tour policies, schedules and operational conditions. Availability of prices is limited and at the time of purchase prices may be higher. All prices are subject to change without prior notice due to currency fluctuation, fuel prices and/or unforeseen economic circumstances. In the case of human or computer error Yellow Hat Travels reserves the right to re-invoice for the correct price or service. If flight schedules change any necessary additional expenses including extra night(s) accommodation will be passed on to the passenger. Air and cruise fuel surcharges are included and are subject to change.

RESERVATIONS, DEPOSIT & PAYMENT

Please consult a professional travel agent who will answer questions, provide valuable information, and make the reservation. A stipulated deposit per person is required to reserve your spot. The deposit is non-refundable in cases of cancellations. Final payment is due 3 months prior to departure. For all reservations made 45 days (or less) prior departure a full amount will apply. Yellow Hat Travels reserves the right to cancel any reservation if full payment is not received by the due date agreed on. Should you need more

time, please contact us on time to assist.

Documents Final documents will be forwarded approximately three to two weeks prior to departure provided final payment has been received.

REVISIONS AND CANCELLATIONS

All requests for changes must be made in writing. A handling fee of R500 per transaction will be charged for any alteration or revision made to a reservation. A change of tour date or tour itinerary within 45 days of departure will be charged an admin fee of R600, excluding any costs from vendors. Spelling corrections to passengers' names after reservation may be subject to space availability, and if after tickets have been issued, will be subject to airline fees as well. All requests for cancellations must be made in writing. A cancellation fee of R500 per person will be charged for all cancellations made from the time of deposit until 60 days prior departure. We regret we are unable to make refunds for unused portion(s) of the tour including but not limited to missed meals and sightseeing.

PLEASE NOTE: OUR OVERALL POLICY IS THAT WE REQUEST YOU TO POSPONE YOUR TRIP OR CHOOSE A DIFFERENT DESTINATION THAT SUITS YOU BEST, INSTEAD OF CANCELLING.

REFUND

Yellow Hat Travels reserves the right to determine the quantum of refund payable in case of cancellation or amendment of a package or tour due to any circumstances. Such refund would be based on various factors like the number of participants, the cancellation policies of suppliers like hotels, airlines, coach operators, etc. The decision of Yellow Hat Travels on the quantum of refund shall be final. Refunds (if any) for amendments and / or cancellations will be paid directly to the client by Yellow Hat Travels. It would take at a minimum of sixty (60) business days to process such refunds – this also depends on how long the airlines and hotels processes refunds on their side. We do not offer refunds that are still awaiting the above mentioned providers.

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AIR TRANSPORTATION

Certain tours include airfares from South Africa. The applicable taxes in conjunction with airline tickets are included in the tour prices and will be reassessed separately at the time of booking. We highly recommend that you purchase a travel insurance with your air ticket or overall trip for your own peace of mind. This is not included in any of our packages, private or group; it is your responsibility to decide and to purchase your travel insurance.

Hotels

The hotel names will not be provided as the final hotel booked depends on availability after all travellers have paid. Also, for safety of our travellers, hotels will only be discussed with those who have booked and paid for their trip. If a change becomes necessary for any reason, hotels substituted will be the equivalent of those shown. The per person rates are based on two persons sharing a twin-bedded room with private facilities. A limited number of single rooms (at a supplement) and triple rooms (often, but not always, at a reduction) are

available. Hotel service charges and VAT taxes are sometimes not included in the tour price, depending on the destination. In most cases hotel grades are based on the Tourist Authority ratings and our own evaluation. However, with the highly individual character of hotels, differences do arise between hotels of the same grading. Please also bear in mind that some countries do not have the same standards as you are accustomed to.

Cruises

As specified in each itinerary, the per person prices are based on two persons sharing an air-conditioned, inside cabin with two lower beds, private facilities and all meals. A limited number of single cabins (at a supplement) and triple cabins (at a reduction) are available. Cabin upgrades are available at a supplement.

Transfers

All transfers, as specified in each itinerary, by car, special chartered taxi or motorcoach including portage at hotels and cruise ships. Transfers for non-listed included excursions are not included.

Sightseeing and Excursions

As indicated in each itinerary, using motorcoach transportation or other conveyance when required. Entrance fees to places visited are included as per quoted trip and if applicable, a professional English-speaking guide accompanies each group on all included tours. Shore excursions on cruises are optional and not included.

Meals

Lunch or dinner may also be included on certain tours as specified on each itinerary (B – breakfast, L – lunch, D – dinner). All cruises include all meals on-board.

Travelers Needing Special Assistance

Any disability requiring special attention must be reported to Yellow Hat Travels at the time the reservation is made. We will make reasonable attempts to accommodate the special needs of disabled tour members, but is not responsible in the event it is unable to do so, nor is it responsible for any denial of services by carriers, hotels, restaurants or other independent suppliers. We regret that we cannot provide individual assistance to a tour member for walking, dining, getting on and off motorcoaches/minibuses and other transportation vehicles or their personal needs. Travelers who need such assistance, must be accompanied by a qualified companion who will be responsible.

Baggage

Due to limited coach capacity, please keep luggage to reasonable amount.

Luggage is carried at owner's risk on all tours and insurance is highly recommended.

Itinerary Variations

Yellow Hat Travels and its air/cruise/hotel/ land suppliers constantly strive to improve each itinerary and all features. If improvements can be made or unforeseen conditions beyond our control make changes necessary, we reserve the right to vary itineraries and substitute hotels. Occasional restorations may cause exhibits to

close. During local or national holidays abroad, certain facilities such as museums, theatres, sightseeing tours and shopping may be limited. In such instances, and wherever possible, slight itinerary adjustments are made

by Yellow Hat Travels to minimize inconvenience to passengers. Yellow Hat Travels will not be held responsible for any of these occurrences.

Responsibility

Yellow Hat Travels, hereafter called Travel Planners and Tour Operator and/or their representatives act only as agents for the various companies, owners or contractors, providing the means of transportation, accommodation and other services. The responsibility of the tour operator and/or their representatives is limited. The Travel Planner and Tour Operator and/or their representatives will not accept any responsibility in the event of damage, loss, accident, illness, delay or other irregularity due to defects of any company or person employed in the organization of the transportation. The tour operators and/or their representatives will not accept any responsibility for extra cost due to delays, changes or any other reason. The tour operators and/or their representatives are not responsible for any consular, political, or military complications created voluntarily or involuntarily by the passengers or any other person. The operators cannot be held responsible for any fault or default or negligence by hotels owner or his employees. The tour operators reserve the rights to decline, to accept or retain any person and to change or cancel the tours, if necessary, for any reasons. The airline tickets shall when issued, constitute the sole contract between the passenger and the airline. The airline is not to be held responsible for any act, omission or event, when passengers are not on board its aircraft. Any deposit will represent an acceptance of the above mentioned conditions.

Please sign and return.

Name:

Date:

Signature

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