



## TERMS & CONDITIONS

**DIRECT GUESTS AND AGENTS: THE BELOW PAYMENT AND CANCELLATION POLICIES APPLY. IF YOU ARE A GUEST THAT HAS BOOKED THROUGH AN AGENT, THEIR PAYMENT AND CANCELLATION POLICIES APPLY.**

**PROVISIONAL BOOKING:** Upon written request via email/fax and subject to availability, we will provisionally book your place on the chosen tour. Space is allocated and held BUT if another client requires definite suites, the holding agent/guest will be asked to confirm with a deposit payment or release the suite. **CONFIRMED BOOKING:** Upon written confirmation via email/fax and a completed Reservation Form, final confirmation details and an invoice will be sent. Upon receipt of the relevant payment the booking will be confirmed. **On confirmation of a reservation, our T&C will be deemed to have been accepted and will be strictly adhered to.** **CANCELLATION:** Cancellation of a confirmed booking received prior to departure is subject to a fee of the per person tour price (see below). **Cancellation insurance is compulsory as these fees will not be waived.**

### INDIVIDUALS: PAYMENT SCHEDULE

| TO CONFIRM A BOOKING A DEPOSIT PAYMENT OF THE PER PERSON TOUR PRICE IS REQUIRED BEFORE THE DEPARTURE DATE | 61+ DAYS BEFORE | 60 DAYS BEFORE | <i>A provisional booking will be held for 14 days after which a 25% deposit is due. Final payment is due 60 days prior to travel.</i> |
|-----------------------------------------------------------------------------------------------------------|-----------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Cape Town, Victoria Falls, Durban                                                                         | 25%             | 100%           |                                                                                                                                       |
| Golf, Namibia, Southern Cross, Collage, Trilogy, Copper Trail, TOTO, Dar                                  | 25%             | 100%           |                                                                                                                                       |

### INDIVIDUALS: CANCELLATION POLICY

| CANCELLATION OF A CONFIRMED BOOKING RECEIVED PRIOR TO DEPARTURE IS SUBJECT TO A FEE OF THE PER PERSON TOUR PRICE | 365-91 DAYS BEFORE | 90-61 DAYS BEFORE | 60-31 DAYS BEFORE | 30-0 DAYS BEFORE |
|------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|-------------------|------------------|
| Cape Town, Victoria Falls, Durban                                                                                |                    |                   | 25%               | 100%             |
| Golf, Namibia, Southern Cross, Collage, Trilogy, Copper Trail, TOTO, Dar                                         | 10%                | 25%               | 50%               | 100%             |

### GROUPS OF 10 OR MORE GUESTS: PAYMENT SCHEDULE & CANCELLATION POLICY

| TO CONFIRM A BOOKING A NON-REFUNDABLE PAYMENT OF THE PER PERSON TOUR PRICE IS REQUIRED BEFORE DEPARTURE | 365-246 DAYS BEFORE | 245-181 DAYS BEFORE | 180-121 DAYS BEFORE | 120-61 DAYS BEFORE | 60 DAYS BEFORE |
|---------------------------------------------------------------------------------------------------------|---------------------|---------------------|---------------------|--------------------|----------------|
| Cape Town, Victoria Falls, Durban                                                                       |                     |                     | 10%                 | 20%                | 100%           |
| Golf, Namibia, Southern Cross, Collage, Trilogy, Copper Trail, TOTO, Dar                                | 10%                 | 30%                 |                     | 50%                | 100%           |

- For every 15 paying passengers, the 16th person sharing travels free of charge, confirmed at final invoice 60 days before departure.
- 275 days before departure: the agent/group must provide an allocation sales update and release 20% of the unsold space (if a waitlist persists).
- 245 days before departure: the agent/group must release a further 50% of the unsold space (if a waitlist persists).
- 180 days before departure: the agent/group must release 100% of the unsold space.

### DIRECT GUESTS, AGENTS AND GUESTS WHO HAVE BOOKED THROUGH AN AGENT: THE BELOW T&C APPLY.

**MAXIMUM TRAIN CAPACITY:** 36 suites/72 guests. We reserve the right to alter this capacity as circumstances require.

**MEDICAL:** Guests are solely responsible for ensuring they are capable of undertaking the tours. Anti-malarial and Yellow Fever precautions may be required in countries being visited.

**PASSPORTS & VISAS:** The onus is upon the client to ensure passports and visas, as may be required, are valid prior to departure for Africa. Passports must have at least five blank VISA pages and must be valid for at least six months from your return-home date.

**PAYMENTS:** We are a South African company and reserve the right to charge/refund in ZAR. As legally required, refunds are processed into the same account from which the initial payment was received. **Journeys invoiced in ZAR:** All bank transfers are processed/refunded in ZAR. **Journeys invoiced in USD:** USD bank transfers are processed/refunded in USD. All credit card payments for all journeys are processed/refunded in ZAR. Rovos Rail is not liable for any loss in currency due to rate of exchange fluctuations. There are no refunds for any part of a tour that might be missed due to personal reasons. **Cancellation insurance is compulsory.** Rovos Rail will never change our banking details and/or credit card link via email. Should you receive an email whether on the company's letterhead or in any other form advising you to use alternative banking details and/or credit card link, ignore same and please notify Rovos Rail immediately.

**PHOTOGRAPHY:** Rovos Rail reserves the right without notice to make use of any photography/film taken by our staff on the tour for general publicity purposes without payment or permission.

**RATES:** We will do our utmost to keep to the prices published. However, if increases are forced on us, Rovos Rail reserves the right to amend the tour price at any time prior to written confirmation of the reservation. Rate inclusions and exclusions are specified on the itineraries.

**SCHEDULING TIMES, ROUTES & EXCURSIONS:** Rovos Rail is solely reliant on the traction and railway services provided by the countries through which we travel. Our hands are regrettably tied when these services fail, be they due to locomotives, signals, overhead power-cable damage and/or theft, vandalism, electricity outages, railway tracks or issues with drivers etc. Delays can occur due to our reliance on these national organisations. Rovos Rail is not responsible and cannot be held liable for any delays or changes in tour arrangements that may be caused by natural or other factors beyond the control of Rovos Rail. Rovos Rail reserves the right to cancel or amend our routing, any excursions and the tour departure dates provided we can offer the passenger alternative excursions or departure dates. Rovos Rail cannot guarantee excursions or departure and arrival times. Our obligation to transport guests from departure to arrival points on schedule will override any commitment to excursions although we will endeavour to carry out all of the off-train experiences. **We strongly caution against same-day air travel on departure/arrival days due to possible delays with flights or the train.**

### DIRECT GUESTS AND GUESTS WHO HAVE BOOKED THROUGH AN AGENT: THE BELOW GUEST INDEMNITY APPLIES.

**GUEST INDEMNITY:** Although certain limited insurances have been arranged, neither Rovos Rail Tours (Pty) Ltd and/or Shongololo Express (herein being collectively referred to as 'Rovos Rail'), nor its servants, agents or employees, shall be liable for any loss or damage to passengers' luggage or effects. Insofar as one of the tours may include a visit to a game reserve and whilst attacks by wild animals are extremely rare, similarly neither Rovos Rail, nor its servants, agents or employees, accept any liability whatsoever for any injury or incidents to passengers or their belongings. The passenger hereby waives any claim which he/she may have against Rovos Rail, its servants, agents, employees or subcontractors for any injury and/or loss of any nature whatsoever (including, without limiting the generality of the foregoing, consequential loss) arising for any reason of any nature whatever directly or indirectly out of any aspect of the tour including, without limiting the generality of the foregoing, any form of transport used for the purpose of the tour. This waiver shall be binding on the passenger's executors, heirs, trustees and dependants. The passenger records that all the services and facilities provided to the passenger are accepted voluntarily and with full knowledge that they may expose the passenger to injury, danger or loss. The passenger further records that any statement, representation or information given to him/her by Rovos Rail shall, unless given in writing, not prejudice this waiver in any manner whatsoever. The passenger indemnifies Rovos Rail in respect of any claim that may be made by any third party against it arising out of any claim in respect of which the passenger gives the aforementioned waiver. This agreement shall be governed solely by laws of the Republic of South Africa.

**ON CONFIRMATION OF A RESERVATION, OUR T&C WILL BE DEEMED TO HAVE BEEN ACCEPTED AND WILL BE STRICTLY ADHERED TO. PERSONS COMPLETING THIS FORM ACCEPT AND AGREE TO ALL T&C. PERSONS COMPLETING THIS FORM ON BEHALF OF OTHERS WARRANT THAT THEY HAVE FULL AUTHORITY TO DO SO AND, ON THEIR BEHALF, ACCEPT AND AGREE TO ALL T&C.**

Date of Trip: \_\_\_\_\_ Route: \_\_\_\_\_ Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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