



# SCALES VOLUNTEERS

HELPING SPECIES WHOSE EXISTENCE HANGS IN THE BALANCE!

## TERMS AND CONDITIONS

### 1. Bookings

Bookings are confirmed on the condition that the non-refundable deposit, of a minimum of 30% of the total price. You will be advised at the time of booking what payment is required for your particular arrangements. The balance of the cost of your booking must be paid no less than six weeks prior to departure. If your booking is made within six weeks of departure, the total cost of your booking must be paid at the time of your booking. Please Note: FAILURE TO PAY ON TIME WILL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING.

### 2. Age and Identity of Customer

2.1 Scales will not accept any booking from a client unless the client is at least 18 years of age at the time of booking. The client warrants and assures Scales that they are at least 18 years of age.

2.2 The Client will be required to provide a copy of their Passport or ID document at the time of booking.

### 3. Price Changes

3.1 Scales guarantees the price of bookings: only once full payment is received.

3.2 Should the client make a group booking and subsequently the group numbers deviate for the booking, Scales reserves the right to re-cost the price and raise a surcharge. Should any client refuse to accept and pay such surcharge, it may result in cancellation of the booking and forfeiture of all payments made

### 4. Method of Payment

Payment can be made either by Electronic Bank Transfer (EFT) or PayPal.

4.1 Payments made via PayPal will incur an additional fee of 1.5%

### 5. Insurance

It is strongly advised that all clients take out adequate insurance to cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage. Scales will not be responsible or liable if the client fails to take adequate insurance cover or at all.

### 6. Documents

6.1 Documents (Vouchers, itineraries, etc) are only prepared on receipt of full payment and signed & completed Booking Form.

6.2 It is important that you check all details of your travel documents (including your itinerary) before leaving. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact Scales immediately. Scales will not be liable for any delay and/or loss as a result of any inaccuracies on any travel documents once you are in receipt thereof and you have left your country of origin.

## **7. Unscheduled Extensions**

In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes or any other cause which is beyond the control of Scales, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation etc.) Scales accepts no liability for charges, omissions, or delays before or during the course of your trip occasioned by technical difficulties, weather conditions, strikes or communication breakdowns or the like.

## **8. Changes by You**

8.1 If you wish to make a change to your booking, we will endeavour to assist you to make the change where ever this is possible. You will have to pay all charges, whatever kind, imposed by the suppliers providing that component of your travel arrangements when amending a booking any time prior to departure. Prices will be re-quoted at the time of amendment

8.2 After departure it is understood that extra expenses incurred as a result of any change will be for the clients account, and any unused service will not be refunded.

8.3 Amendments and cancellations en route must be with our office directly.

## **9. Cancellations by You**

If you wish to cancel your booking you must advise our office in writing immediately, you will be liable to pay the following cancellation charges:

9.1 When your booking includes a special fare, the transport levies the relevant charges. In some circumstances this may be 100% of the total fare, regardless of when cancellation is affected.

9.2 Where your booking is a package, you will be responsible for all cancellation charges, of whatsoever nature, imposed by the suppliers providing the component parts of such travel arrangements

9.3 Your notice of cancellation will only be effective when it is received in writing by us and are bond by the following cancellation charges;

9.3.1 Twelve weeks' notice or more 10% charge of total booking fee

9.3.2 Twelve to six weeks' notice, 25% charge of total booking fee

9.3.3 Six to two weeks' notice, 50% charge of total booking fee

9.3.4 Two weeks to date of departure, 100% charge of total booking fee

9.4 Scales also reserves the right to charge a cancellation fee of up to 100% of the total package, in its sole discretion, in particular circumstances. Any monies, which you have already paid to us, will be taken by us as payment or part payment of any cancellation charges

## **10. Our Right to Change Your Travel Arrangements**

10.1 Every effort is made by Scales to adhere to confirmed itineraries; however, we reserve the right to make changes to your travel arrangements when it becomes necessary to do so.

10.2 Should any travel component be confirmed by scales and this component is cancelled by the supplier for whatever reason, then in such instance Scales will accept no liability for the cancellation thereof.

## **11. Complaints**

11.1 In the event that you have any reason to complain, or experience any problems with you booking whilst away, you must immediately inform the supplier of the services in question.

11.2 If you are still dissatisfied, you must notify Scales immediately to enable us to resolve the problem. Failure to give us the opportunity to resolve any problem at the time it occurs may result in either a reduction, or complete extinction, of any rights which you may have to claim compensation.

11.3 Whilst every effort will be made to resolve your complaint to your satisfaction, it is specifically recorded that Scales in no way accepts liability for any claim.

## **12. Passports, Visas and Health**

It is entirely the client's duty to ensure that all passports and visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics and the like, where required, have been obtained. Passports must be valid for 6 months after return.

Scales will endeavour to assist the client, but such assistance will be at Scales discretion and the acknowledges that in doing so, Scales is not assuming any obligation or liability and the clients indemnifies Scales against any consequences. The client must ensure the details supplied to Scales mirror those details shown on their passport and ID documents.

## **13. General Information**

13.1 Medical Problems: If you or any member of you booking has any medical problem of disability which may affect your holiday, you need to give us full details in writing at the time of your booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation. We reserve the right to cancel the booking should we become aware of any such medical problem or disability which has not been disclosed

13.2 Confidentiality: Subject to statutory constraints or compliance with an order of court, Scales undertakes to deal with all client information of a personal nature on a strictly confidential basis.

13.3 We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to our staff or to any third party or damage to property, we are entitled, without prior notice, to terminate your booking.

13.4 Staff employed by our suppliers are entitled to withdraw you from a booking in the above circumstances where the information provided on your application form or medical questionnaire proves to be materially inaccurate or incomplete. Where you

are withdrawn, you will be required to leave the premises immediately and Scales and/or the supplier will have no further responsibility towards you. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the withdrawal. You will in addition have to indemnify us against any loss or expense that may be incurred as a result of your actions.

#### **14. Our Website**

The information contained in our website and in our other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur, and information may subsequently change. You must therefore ensure you check all details of your chosen trip (including the price) with us at the time of booking.

#### **15. Force Majeure**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage or loss, as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

#### **16. Responsibility and Limitation of liability**

Scales act as agents only for ground operators and accordingly accepts no liability whatsoever for any loss, damage, injury, accident, delay, or any other irregularity howsoever arising. Scales makes every effort to ensure that all the arrangements and services and connected with a client's itinerary will be carried out as specified in the most efficient way possible. However, we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for errors and omissions of such suppliers. The contract in use by such suppliers (Which is often constituted by the ticket or invoice issued by the principle), shall constitute the sole contract between the supplier and the client and any right of recourse the client may have, will be solely against the supplier.

#### **17. Legal**

This document together with Scales standard booking form and Scales Invoice / itinerary constitutes the sole record of the agreement between the parties. No party shall be bound by any representation, warranty, and promise of the like not recorded herein. Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Scales or otherwise that is not included herein. No addition to the Scales standard booking conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties. All costs and disbursements, including legal costs on the attorney and client scales incurred by Scales in recovering any damages and payments payable by the client to Scales shall be for the clients account. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa. The client hereby consents to the jurisdiction of the Magistrates court having jurisdiction over its person in respect of all proceeding in connection with this agreement.

**18. The Client and Authority**

The person requesting such quotations or estimates or making such bookings or to whom any service rendered, is deemed to have read and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as "The Client")

**END OF DOCUMENT**