



TRADING TERMS & CONDITIONS **2024-25**

P.O.Box 50371, Westbeach, 7449, Cape Town. South Africa
Phones +27(0)84 580 1469 / +27(0)82 901 9165
Emails: carol@wedesigntravels.co.za / brian@wedesigntravels.co.za
www.wedesigntravels.co.za (Currently being upgraded)

(1) INTERPRETATION:

- 1.1 In this agreement, except in a context indicating some other meaning is intended:
- 1.1.1. The brochure means: the official **We Design Tours (WDT)** Brochure and rates and other general information issued by **We Design Tours**.
 - 1.1.2. Any & all contract 3rd party information will be provided by **WDT**.
 - 1.1.3. "The Package" means any tour package stated in the brochure or package itinerary in which the tour which is contracted to by any party, either to themselves or a third party is described:
 - 1.1.4. "The Client" means any party, company or group contracting to the services offered by **WDT**.
 - 1.1.5. "The Service" means all tourism related services contracted by **WDT**, for and on behalf of the traveler including, but not limited to accommodation, reservations, private or scheduled tours, flying safaris, charters, series, tailor made tours, special interest tours, transfers and chauffeur drivers.
 - 1.1.6. "The Traveler" shall mean that person utilizing the services contracted for,
 - 1.1.7. "The Arrival Date" shall mean the scheduled date of arrival of the traveler(s) at the tour destination.
 - 1.1.8. "Pax" means passenger travelling
 - 1.1.9. "Groups or charters" shall mean a booking for a group which is more than 7 pax
- 1.2 The headings appear for reference only and shall not influence interpretation of this agreement.

(2) SERVICE PROVISION:

WDT provides the services to the Client / Traveler who contracts the services on the terms and conditions of this agreement

(3) TOUR PRICES AND PAYMENT TERMS:

- 3.1 Current prices and services are detailed on the rates provided, as contracted, and are

quoted in South African Rand unless otherwise stipulated. **WDT** expressly reserves the right to amend priced quotations in the event of unforeseen increases in supplier tariffs, taxes or other Government levies, tourism levies, fuel prices, other taxes of whatever nature or other factors beyond its control.

- 3.2 All rates are calculated exclusive of VAT. **WDT** is currently not VAT registered.
- 3.3 All quotations are valid only to the expiring date stated in the quotation and are subject to adjustment if the services quoted are not available at the time of booking. Quotations are based on itineraries offered and/or requirements specified by the client. Upon acceptance, any amendments requested by the client or traveler, which incur extra costs, are for the clients or traveler's account.
- 3.4 A **deposit** of 50% (or lesser mutually agreed amount) of the full package/services quoted is due, owing, and payable upon confirmation of any reservation and by the date specified in the **WDT** acceptance letter. **The balance of the price** is due, owing, and payable on the date specified in the abovementioned letter. Where reservations are made within 30 days of date of arrival, full payment is due within 72 hours.
- 3.5 For Group Tours and Charters 50% of the total value of the booking is due 10 weeks prior to the arrival date. The balance is due, owing, and payable not later than 31 days prior to arrival. All bookings made and confirmed within 31 days of date of arrival, as well as all additional pax booked within 31 days of date of arrival are due, owing, and payable within 72 hours.
- 3.6 Should any account not be paid on the due date, the client / traveler shall be liable to pay interest a tempore mora on the amount outstanding until payment is made, at the prime bank overdraft rate as charged by **WDT's** bankers.
- 3.7 **WDT** expressly reserves the right to cancel any reservations where payment has not been made on the due date, without prejudice to claim compensation for all possible damages suffered due to the client's breach and the client hereby expressly accepts such rights.

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3.8 For all tours invoiced in South African Rand the payments are to be made free of commission and bank charges (for the transferors/clients account) and without deduction or set-off in the currency that the quotation was accepted, to the following account:

FULL DETAILS WILL BE PROVIDED ON REQUEST

(4) CANCELLATION POLICY:

4.1 All cancellations will become valid on the date of receipt by **WDT** of written notice, canceling the reservation.

4.2 In the case of any cancellation, the following cancellation fees will apply:

4.2.1. Groups (7 or more Pax)

a) *Cancellation of the entire group arrangements:*

- 12 to 6 weeks prior to arrival: 10% of contract value.
- Less than 6 weeks: 100% of contract value.

b) Cancellations of individual

Participants (Travelers) and Groups of less than 7 pax: (% of tour price):

- 60-30 days prior to arrival date: 10%
- 30-21 days prior to arrival date: 50%
- 20-8 days prior to arrival date: 75%
- 7 days and less prior to arrival: 100%
- No shows: 100%
- In cases where cancellation falls outside the above parameters, a 10% handling charge becomes applicable.
- Where refunds are due, repayment will be made within 5 working days **after the scheduled completion date of the tour.**

4.3 Certain specific suppliers have more stringent cancellation policies, the details of which will be made available on the quotation if applicable and which **WDT's** cancellation policy is subject to.

In the event of such more stringent cancellation policy being applicable the client / Traveler will be liable for such more stringent cancellation policy to **WDT**.

4.4 If any client / traveler fails to pay any amount to **WDT** on its due date, **WDT** is entitled to cancel the booking and claim damages in terms of this cancellation policy.

4.5 Failure on the part of the client /Traveler to comply with the terms and conditions set out herein shall entitle **WDT** in its sole discretion and regardless of reservations and payments already received, to cancel or refuse to accept the client / traveler's booking

(5) BOOKING CONDITIONS:

5.1 Where **WDT** contracts land arrangements to other parties, these parties may offer extensive passenger liability insurance, details of which will be made available in the accompanying Participant letter. It is strongly recommended that all clients / travelers take out comprehensive travel insurance including medical cover, as well as cancellation and curtailment covers, as this is not covered by **WDT** / contracted party.

5.2 Should the traveler fail to join a tour, join it after departure or leave it prior to completion, no refund will be made, and no credit granted. Travelers should ensure that they always have appropriate insurance cover.

5.3 **WDT** or it's contracted parties shall not be liable for any loss, damage or expenses of any nature however suffered by the client or any traveler arising from:

- a) the loss of or any damage to property.
- b) the cancellation or curtailment of any tour.
- c) sickness quarantine, weather conditions, war, riots, and / or any other cause of any nature whatsoever, however caused and whether because of **WDT** or it's contracted party's negligence or otherwise.

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- 5.4 **WDT** or its contracted parties accept no liability for the death of, or injury to, loss and/or damage to any person and /or property arising out of any act or omission of **WDT** / contracted party, the supplier, any servant, or agent of **WDT** or any supplier, whether because of negligence or otherwise. The client and the traveller shall be deemed to have waived, renounced and abandoned all rights and entitlements to which the client / traveller may be entitled under the provision of the law of the Republic of South Africa or any destination out of South Africa for any loss or damage to person and/or property.
- 5.5 Should sickness or accident interrupt a tour **WDT** or it's contracted party shall not be liable for any,
- a) loss, damage or expense arising therefrom, whether because of **WDT's** / contracted party's negligence or otherwise; and
 - b) refund either total or partial, of money paid. **WDT recommends that travellers take out the necessary insurance to protect against any eventuality.**
- 5.6 Travelers shall be solely responsible for compliance with the formalities required by police, customs, health, and other authorities at the point of departure, at the destination and whilst in transit. Whilst **WDT** or its contracted party will endeavour to provide the client /traveller, prior to departure, with the latest information concerning such regulations and restrictions. **WDT** / contracted party shall not be responsible and does not accept any liability for any inaccuracies or omissions in this regard.
- 5.7 Travelers may not carry any unlawful articles or substances whilst travelling in the Southern African region. Should any traveler contravene the aforesaid prohibitions, **WDT** / contracted party will be entitled to immediately exclude the offender from the tour and such traveler will be responsible for his or her own repatriation and all costs associated therewith. **WDT** / contracted party will under no circumstance assist any such offender in any dealings or negotiations with any authority.
- 5.8 **WDT** / contracted party reserves the right to decline to accept or retain any traveler as a member of any group or on any tour at any time because of the non-payment of any amount due by the client / traveler in respect of such traveler or if such traveler interferes with any other member of any group and/or causes any disturbance or nuisance.
- 5.9 Should **WDT** or the contracted party appoint a tour leader or guide in respect of any tour, then the traveler must accept all reasonable instructions of such tour leader or guide.
- 5.10 All travel arrangements such as flight bookings, reservation of hotel accommodation, reservation of motor transport and the like, made by **WDT** / contracted party are subject to the booking conditions and cancellation provisions of the supplier thereof.
- 5.11 **WDT** /contracted party reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. Substitutes will be of equal value and **WDT** / contracted party will inform the client of any known changes before departure.
- 5.12 One standard set of luggage, comprising one suitcase and one overnight bag per person is allowed. Luggage should be clearly marked.**
- 5.13 It is obviously not possible for all travelers to occupy front row seats throughout the tours. So as to have as many passengers as possible enjoy front row seats, guides / drivers have been instructed to implement a policy of rotation of seats.
- 5.14 In accordance with international practice and as a courtesy to non-smoking passengers, the traveler's co-operation is required in implementing a policy of **prohibiting smoking on vehicles**. At no time and under

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no circumstance is smoking permitted on vehicles. The guide / driver will ensure that sufficient comfort stops are made to enable travelers to smoke outside.

- 5.15** Accommodation is as specified in the itinerary or brochure and is based on two people sharing a twin bedded or double room. Where single accommodation is selected, the single supplement charge becomes payable. The use of specific accommodation is subject to availability. **WDT / contracted party** reserve the right to make use of alternative accommodation.

(6) PASSPORTS AND VISAS:

The onus is on the traveler or their agent to ensure that their passports are valid for travel and that they are in possession of valid visas for all countries being visited and that all necessary health certificates for these destinations are in order. Normally Customs require that **the passport be valid for a period of 6 months after arrival in the foreign country.**

(7) CHILDREN POLICY:

- 7.1 A child of 12 years will be charged the full adult per person rate on all services provided.
- 7.2 Children under the age of 12 years are not accepted for scheduled tours, unless on a private family basis. Please ask **WDT** for alternatives or to book the tour on a private basis.

(8) GENERAL

- 8.1** **WDT / contracted party** shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty or condition, express or implied, shall be considered to be or to have been made or

agreed or implied by reference to any other writing, advertisement or conversation.

- 8.2** No addition to, variation, or agreed cancellation of these conditions shall be of any force or effect unless reduced in writing and acknowledged by or on behalf of any member / director of **WDT / contracted party**.
- 8.3** No indulgence which **WDT / contracted party** may grant to any party shall constitute a waiver of any of the rights of **WDT/contracted party** who shall not thereby be precluded from exercising any rights against the client / traveler which may have arisen in the past or which might arise in the future.
- 8.4** Any claim or dispute which may arise between the client / traveler and **WDT / contracted party** including any claim for loss or damage due to injury to person or property shall be resolved by arbitration in accordance with the laws of the Republic of South Africa and/or the destination country, whichever is applicable.
- 8.5** In all matters where it is or may be necessary to have recourse to the courts, the courts of the Republic of South Africa / destination country have jurisdiction.
- 8.6** Both parties undertake that neither of them will disclose the terms of this agreement or any other confidential information as to the business or affairs of the other which either may acquire through operation of this agreement to any third party other than may be required by law.

END

[\(Templates/We Design Tours Trading Terms & Conditions 2024-25.doc & .pdf](#)

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