



TERMS & CONDITIONS DIRECT BOOKINGS

DEFINITIONS AND INTERPRETATION

In this agreement the following words will have the meanings referred to below, unless the context clearly indicates otherwise:

- a) "Rukiya Safari Camp and Sava Dunes" means the companies known and registered as
RUKIYA CAMP (PTY) LTD (2015/045331/07)
21 Wild Rivers Nature Reserve, Hoedspruit, 1380
PO Box 716, Hoedspruit, 1380
VAT: 4620277154
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+27 83 225 3519
lily@rukiyacamp.com
- Lucy Lodge LDA. (Trading as Sava Dunes)
PRAIA DA BARRA, CONGUINA, INHAMBANE.
NUIT: 400161641.
ALVARA: 205/08/14/LG/2011
+258 85 246 4935
+27 83 225 3519
lily@savadunes.com
- b) "The Client" means the agent/guest that the booking has been made for.
c) "Day" means a calendar day.
d) "Arrival Date" means the date of arrival.
e) "Deposit" means the monies payable by you to Rukiya Safari Camp and Sava Dunes to secure your booking.
f) "Force Majeure" means any extraordinary event or circumstance beyond the control of all parties, including but not limited to, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, and fire.
g) "Involuntary change" means a change/s to a booking caused by scheduled airline failure, bad weather, airport, or airline strikes and all other Force Majeure.
h) "Voluntary change" means changes requested by you that do not constitute an Involuntary Change which may result in additional costs including but not limited to cancellation, amendment and administration fees and cost of new services.
i) "In writing" means written communication sent to Rukiya Safari Camp and Sava Dunes by recorded delivery by email.
j) "Supplier" means a third party who supplies travel services, including but not limited to airlines, transfer companies, car rental companies, tour operators and other hotels
k) "Total Confirmed Price" means the total cost of services rendered to you on behalf of Rukiya Safari Camp and Sava Dunes or by Rukiya Safari Camp and Sava Dunes, as indicated in the booking.
l) Expressions in the singular also include the plural, and vice versa; and Pronouns of any gender include the other gender

1. BOOKING PROCESS

1.1 The Client shall be responsible for informing Rukiya Safari Camp and Sava Dunes of any bookings, confirmations, booking amendments, or cancellations of rooms or services in writing by e-mail. The onus of proof of delivery in this regard will be on the Client.

1.2 Provisional bookings will be held as follows:

Number of days before Travel	Number of Days held
61 +days	14 days
Between 60 days and 31 days before travel	7 days
Less than 30 days before arrival	3 days

1.3 Upon expiry of the above provisional periods Rukiya Safari Camp and Sava Dunes reserve the right to release such reservations, unless requested in writing by the Client to extend the provisional period. The extension of any provisional period will be at the sole discretion of Rukiya Safari Camp and Sava Dunes.

1.4 In the event Rukiya Safari Camp and Sava Dunes receives a confirmed reservation request against any space being held on a provisional basis by the Client, Rukiya Safari Camp and Sava Dunes reserves then reserve the right to request confirmation or release of the provisional within 48 hours.

1.5 Upon confirmation it will be required to disclose information of the guest/s which will solely be used for booking and statistical purposes.

- Full name and surname
- Contact telephone number
- Travel information
- Nationality
- Age if guest is under 12 years

1.6 Confirmed space will be subject to the appropriate cancellation and payment policies.

2. TRAVEL DEALS AND DISCOUNT RATES

All Travel Deals and Discounted Rates advertised on the Rukiya Safari Camp and Sava Dunes website or quoted in the booking are only bound by the Standard Terms and Conditions and not Pandemic Terms and Conditions.



3. SECURING YOUR BOOKING AND PAYMENT TERMS

3.1 A booking is only held on a provisional basis until a deposit has been paid.

3.2 To confirm your booking, you need to make the following payments to Rukiya Safari Camp and Sava Dunes:

- i. 30% Deposit at time of booking or within 14 days of Confirmation.
- ii. Final balance due 30 days prior to arrival.
- iii. 100% Of the Total Confirmed Price for bookings made less than 30 days prior to arrival,
- iv. Greater deposits may be required in instances of specialist products and/or peak season travel.

3.3 If the above payments are not received as indicated, Rukiya Safari Camp and Sava Dunes will be unable to confirm the booking. -

4. PAYMENT METHODS

4.1 Payments can be made via direct transfers or via a secure payment link into the bank account/s.

4.2 All payments should be made in full and free of any bank charges.

5. STANDARD CANCELLATION

5.1 If you cancel your booking, in full or partially, for any reason whatsoever Rukiya Safari Camp and Sava Dunes will levy cancellation charges as defined below. In the occasional instance where Rukiya Safari Camp and Sava Dunes can obtain waivers of cancellation fees and/or secure an ex-gratia refund from suppliers Rukiya Safari Camp and Sava Dunes will pass this on to you less the Service Fee. However, Rukiya Safari Camp and Sava Dunes makes no guarantees as to securing such waivers or refunds.

5.2 Cancellations of bookings must be done in writing. Where cancellations are sent by e-mail, you must obtain an e-mail proof of receipt and retain written acknowledgement of receipt from Rukiya Safari Camp and Sava Dunes.

5.3 Reservations held by Rukiya Safari Camp and Sava Dunes where no deposit has been paid will be cancelled by Rukiya Safari Camp and Sava Dunes on notice to the Client

5.4 On cancellation of a confirmed reservation Rukiya Safari Camp and Sava Dunes shall, subject to the relevant provisions of the Consumer Protection Act No. 68 of 2008 (as amended from time to time), and to the extent that the provisions of said Act are applicable, be entitled to the payment of the following cancellation fees:

- i. 999+ days before departure: Deposit non-refundable
- ii. 30 - 8 days before departure: 70 % Cancellation fee of booking total
- iii. 7 - 0 days before departure: 100 % Cancellation fee of booking total

5.5 Rukiya Safari Camp and Sava Dunes will make every effort to confirm the required services after deposit payment. In the unlikely event of us being unable to confirm the itinerary travel services you will be offered alternative available travel services. Should the alternative available travel services not be acceptable to you we will provide a full refund

5.6 Rukiya Safari Camp and Sava Dunes will make every effort to ensure delivery of services as defined in the confirmed itinerary however we reserve the right to cancel services where unavoidable due to circumstances beyond the control of Rukiya Safari Camp and Sava Dunes. In the unlikely instance that Rukiya Safari Camp and Sava Dunes should cancel services defined in the confirmed itinerary Rukiya Safari Camp and Sava Dunes will provide a full refund on the cancelled service/s only.

5.7 Rukiya Safari Camp and Sava Dunes will make every effort to avoid misquotation. However, we reserve the right to cancel a reservation without liability or penalty if an obvious error or omission leads to a material cost implication.

5.8 No refunds will be given by Rukiya Safari Camp and Sava Dunes for partly used vouchers or for no-shows.

6. VACCINATION, IMMUNISATION AND MEDICATION

6.1 You must ensure that you meet the vaccination, inoculation, and medication regulations of the various African countries. Rukiya Safari Camp and Sava Dunes recommends you seek the advice of Experts in the field and review the guidelines displayed on government websites relating to vaccination, inoculation, and medication regulations. You remain ultimately responsible for ensuring you meet the vaccination, inoculation, and medication regulations requirements of each African country you visit.

6.2 It is your obligation to ensure that you are medically fit to travel.

7. TRAVEL AND MEDICAL INSURANCE

7.1 You agree to purchase comprehensive travel insurance at the time of your booking. You acknowledge that without such travel insurance, you will be responsible for all costs arising from any cancellation, re-routing, or rescheduling of your trip or any emergency (medical or other) that may arise during your travels.

7.2 SAVA DUNES, all travellers MUST have medical insurance due to remoteness of the lodge, the insurance must also include evacuation cover.

7.3 You agree that in the event of you failing to purchase adequate insurance cover, you will not hold Rukiya Safari Camp and Sava Dunes responsible for any harm or loss that you may suffer.



8. VISA'S/ TRAVEL ADVICE AND PERSONAL EFFECTS

- 8.1 It is your responsibility to check and ensure you have the correct VISAs in place to travel and enter the various African countries.
- 8.2 It remains your responsibility to ensure that you have all the update VISA requirements, documents etc prior to your travel.
- 8.3 All your baggage and personal belongings are always and remain your responsibility. Rukiya Safari Camp and Sava Dunes will not accept any liability for your misplaced baggage or any loss or damage to your baggage or personal effects.

9. BANKING DETAILS

- 9.1 Electronic transfers may be paid directly into the below listed bank accounts.
- 9.2 A copy of the deposit slip or bank draft, together with the appropriate guest details, reservation number and invoice number must be emailed to Rukiya Safari Camp and Sava Dunes to reconcile the appropriate records.
- 9.3 Failure to do so may result in the payment not being reflected against the booking, and the space released due to non-payment.

10. Force Majeure / Pandemic Cancellations

- 10.1 if the cancellation of a booking is made due to Force Majeure, then proof of qualifying criteria must be presented in the email cancellation request
- 10.2 Qualifying Criteria
- a) The government in the guest's country of residence restricts travel, which has a direct causal impact on the guest's travel plans.
 - b) Travel restrictions on the destination/s are imposed by the guest's country of residence
 - c) South Africa/Mozambique falls under official government sanctioned lockdown/restrictions
 - d) South Africa or Guest country of residence closes their borders to all international travellers.
 - e) International flights are cancelled, with no alternative routing available to reach South Africa
 - f) A mandatory quarantine period is imposed by South Africa or on return to the guest's country of residence
 - g) If the guest has contracted an illness and is in quarantine or under medical treatment up to 48 hours prior to travel.
- 10.3 Each booking will be treated on a case-by-case basis
- 10.4 Cancellations due to fear of contracting COVID-19 or the prevalence of comorbidities will not constitute legitimate grounds for the cancellation fees being waived.
- 10.5 Should the qualifying criteria listed above not be present, then the standard Cancellation Terms and Conditions will apply.
- 10.6 The Standard Operating Procedure for bookings being cancelled due to Force Majeure / Pandemic Cancellations where funds have been received is to issue a credit note to the agent/guest for the amount paid.
- 10.7 If bookings are postponed and the new dates fall into a new rate period, then guests will be liable to pay for the applicable increase in rates.

11. BANK ACCOUNTS

Account Name: Rukiya Camp
Bank Name: FNB (First National Bank)
Branch Name: Hoedspruit
Branch Number: 250655
ACC number: 62940661011
Swift Code: FIRNZAJJ

CONTACT US

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