



## Booking Conditions - Tours & Safaris - Livingstone Trails

### **(1) Language:**

All correspondence and tours are conducted in English.

### **(2) Tour departure address:**

Livingstone Trails will pick you up from any backpacker hostel, guest house or hotel.

Please note: We do not pick clients up from airports or private addresses, as it delays the tour departures. Livingstone Trails will phone the place where you will be staying between 6pm and 7pm the night before tour departure to inform them of the time that the guide will pick you up on the morning of tour departure (next morning). It is the responsibility of the clients to find out from the reception where they are staying, what time the Livingstone Trails driver or guide will pick them up on the day of tour departure.

Please note that the time given is an estimated time, as the guides & drivers cover large distances to get to all the pickup addresses, which can result in delays.

You can let Livingstone Trails know where you will be staying before tour departure, up to a day before tour departure if you do not know where you will be staying when making the booking.

### **(3) Sleeping bag hire:**

You will require a sleeping bag for all tours, except when booking bedded accommodation on the Kruger National Park tours. You can rent a sleeping bag from Livingstone Trails at R60 per person (once off payment), if you do not have a sleeping bag of your own.

### **(4) Tour prices:**

Livingstone Trails will not change a tour price after a client has confirmed the tour booking. Also see "Payments" below.

However, advertised prices may change without prior notice.

### **(5) Payments:**

You will be required to pay a deposit as specified in the website to Livingstone Trails (if booking directly with Livingstone Trails), or a minimum deposit or full payment to an agent (if booking with an agent), to confirm any tour booking. The balance is payable to the guide on the day of tour departure, in cash or by credit card. You must specify when making the tour booking, how you would like to pay the balance to the Livingstone Trails guide on the day of tour departure. It will be assumed that the payment will be in cash, if you did not specify. Please note: There will be an additional 5% credit card handling fee added to all credit card payments made to Livingstone Trails. Only master and visa credit cards will be accepted.

### **(6) Luggage:**

You must understand that luggage space is limited on tour, and therefore you are allowed one large backpack, a day pack, camera bag and sleeping bag. All luggage and personal effects are at the client's risk and Livingstone Trails cannot accept responsibility for any loss or damage to these items. It is further the responsibility of the client to see that he or she has all her luggage when he or she gets off the vehicle at the end of the tour. It will further be the responsibility of the client to collect lost or forgotten luggage or personal effects from the Livingstone Trails office. Livingstone Trails will not drop luggage off for clients who forgot luggage in a camp or in the bus.

### **(7) Cancellation of a tour (by Livingstone Trails):**

The right to cancel any tour is reserved by Livingstone Trails, in which event all payments made to Livingstone Trails and / or our agents will be refunded in full.

### **(8) Cancellation of a tour (by a client):**

The cancellation of a tour must be done in writing to Livingstone Trails.

Refunds will be done as below, in the event that a client might cancel his / her / their booked tour with Livingstone Trails.

0 to 14 days prior to tour departure: No refund will be given to the client / clients.



15 to 30 days prior to tour departure: 50% refund will be given to the client / clients.

31 + Days prior to tour departure: A full refund will be given to the client / clients.

**(9) Cancellation of activities (by a local operator or sub-operator):**

Livingstone Trails do use local operators and sub-operators in and Zambia Botswana, in order to comply with the tourism laws of these countries. Night drives inside Kruger national park is operated by Kruger national park (Parks board). Livingstone Trails do not have any control over the managing and operations of these local operators. Therefore Livingstone Trails will refund clients the price of any activity that is included in the Livingstone Trails tour price, that might be cancelled by a sub-operator who is operating the activity. Livingstone Trails will not entertain refunds for loss of enjoyment where activities operated by sub-operators and not by Livingstone Trails, have been cancelled by the sub-operator. However Livingstone Trails will do everything possible to find an alternative sub-operator to operate the cancelled activity

**(10) Age Group**

Livingstone Trails does not impose an upper age limit. However clients under 18 years of age need to be accompanied by a guardian and booking will be accepted at management discretion.

**(11) Insurance:**

Each client that booked a tour with Livingstone Trails must have personal comprehensive travel insurance covering cancellation, curtailment, medical, emergency travel and personal accident.

**(12) Malaria:**

All clients doing a tour to Kruger National Park, Botswana, Zimbabwe, Zambia and Mozambique, or any other malaria area with Livingstone Trails, or a Livingstone Trails sub-contractor must take a course of malaria prophylactics as prescribed. An insect repellent is also recommended.

**(13) Visas:**

Visas are excluded from any and all tour prices. It is the responsibility of each client to make sure if he / she needs a visa for the countries visited while on tour, and if he / she must apply for the visa in advance, or if he / she can obtain the visa at the border post when entering the country or countries. Livingstone Trails will not provide any further transport, assistance or alternative arrangements to any client who can not enter a country because of not having the correct visas required. Botswana do not issue visas at border posts, which means that clients must apply for Botswana visas in advance.

Many nationals can obtain visas for Zambia at the border post when entering. It still remains the responsibility of the client to ensure.

Botswana visa information: [www.botswanaturism.co.bw/getting\\_in/visas.html](http://www.botswanaturism.co.bw/getting_in/visas.html)

Zambia visa information: [www.zambiatourism.com/travel/traveladvice/visa-immigration-info.htm](http://www.zambiatourism.com/travel/traveladvice/visa-immigration-info.htm)

**(14) Damage to Livingstone Trails' property:**

If any client damages Livingstone Trails' property such as camping equipment, vehicles, trailers etc. on purpose or through negligence, the client will be held responsible for the cost to repair or replace the damaged property. This excludes wear and tear which Livingstone Trails accepts can happen.

**(15) Change of itineraries:**

Livingstone Trails will only change a tour itinerary when it is in the best interest of the client or clients. Tour itineraries are flexible due to changes in local conditions, which include strikes, war, weather, political instability, riots, lack of accommodation availability, lack of activity availability, vehicles that broke down while on tour and any other conditions where it will be in the best interest of the clients on tour. These changes may happen without notice, depending on the conditions.

Livingstone Trails does from time to time make permanent itinerary changes to tour itineraries, to suit the needs of clients, to include an activity, or when experiencing problems with places of accommodation or sub-operators. Permanent changes will be emailed to all our agents, and the website will be altered or changed to the updated itinerary. It remains the responsibility of the client to make sure of the itinerary that he or she will be doing. See Livingstone Trails website ([www.livingstonetrails.co.za](http://www.livingstonetrails.co.za)) for updated



itineraries.

Livingstone Trails will not be responsible for charges such as visa fees, in the event that Livingstone Trails changed itineraries within reason. No refunds will be offered or given.

**(16) Complaints from clients:**

If the client has a complaint whilst being on tour they must bring it to the guide's attention so that it can be dealt with. If the matter isn't resolved whilst on tour, the clients must write to Livingstone Trails after completion of the tour. Livingstone Trails will not entertain complaints of loss of enjoyment where full arrangements have been provided, or all destinations advertised as per current itinerary, have been visited.

Email address: [tours@livingstonetrails.co.za](mailto:tours@livingstonetrails.co.za)

Postal address: PO Box 577, De Wildt, Brits, 0251, South Africa

**(17) Personal injury while on tour:**

Clients should use common sense while on tour to avoid personal injury. Livingstone Trails will not be held responsible for injuries or the cost thereof, to any client or clients where Livingstone Trails did not have control of the situation. The above includes clients walking into objects, falling over objects or slipping in wet conditions. Livingstone Trails will further not be held responsible for injuries, or the cost thereof, to any client or clients while on an activity with a sub-operator or while on tour with a sub-contractor of Livingstone Trails. Each client that booked a tour with Livingstone Trails must have personal comprehensive travel insurance covering medical, emergency trail and personal accident.

**(18) Accommodation on tour:**

Livingstone Trails is a budget tour operator that offers camping tours, with the option of bedded accommodation on the Kruger national park tours and while staying in Hartbeespoort. Bedded accommodation means clean and comfortable rooms at destinations where the tour will be for that evening. Livingstone Trails does not offer expensive lodge or hotel accommodation on the scheduled tours, due to the budget nature of our tours. Clients do have the option of upgrading to bedded accommodation while on tour. Livingstone Trails will pay the camping rate, and the client or clients will pay the balance, in the event that the clients want to upgrade.

**(19) The nature of Livingstone Trails' tours and safaris:**

Livingstone Trails offer budget camping tours of an adventure travel nature. However, Livingstone Trails offer a high standard of vehicles and equipment while including as much as possible. All clients on tour agree to participating in certain chores, such as doing the washing up, assisting with cooking if required by the guide and keeping the vehicles and trailers rubbish / trash free. Clients will pitch their own tents when arriving at a campsite, and pack tents away when leaving a campsite. Please note that Livingstone Trails has a permanent camp inside Kruger national park, and clients will not have to pitch or pack tents away on the Kruger national park tours.

**(20) Photographs and video material**

Livingstone Trails reserves the right to make use, without giving any notice, of any photograph or film produced by Livingstone Trails without payment or permission.

**(21) The law:**

The client or clients agrees to comply with the laws and regulations of all the countries visited while on tour, and comply with all reasonable instructions of the trip leader, driver or guide relating to the safety and organisation of the trip.

**(22) Exclusion of liability:**

Livingstone Trails, or its employees, or its agents, shall not be held responsible for any accident, illness, injury, loss, or death, or delays, from any cause whatsoever sustained, or suffered by any person, or theft of, or damage to any property, which might occur during the tour. Any claims arising shall be subject to South African Law and the exclusive jurisdiction of the South African courts.