



FLYING CRANE
TOURS & TRAVEL

FLYING CRANE

TERMS AND CONDITIONS





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Terms and conditions – Flying Crane Tours and Travel & Travel:

The conditions set out below apply to each individual who books a tour or who is booked on a tour, directly or indirectly, with trading as Flying Crane Tours and Travel and Travel.

When signing the booking form for a Flying Crane Tours and Travel & Travel tour, the signee agrees that they have read and understood the following:

- The Booking form, as well as the
- Terms and Conditions document
- The General Tour Information document

Together, these constitute the tour agreement between Flying Crane Tours and Travel and the signee or client.

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1. **Contract agreement terms:**

An agreement is concluded once a client makes a reservation (completion of the Booking Form) with Flying Crane Tours and Travel AND the receipt of the client's deposit payment.

Booking and payment for a tour shall constitute acceptance by the individual of the terms and conditions and the general tour information documents attached to the booking form. These cannot be varied except in writing by an officer of the Flying Crane Tour Company. Flying Crane Tours and Travel reserves the right to change the booking conditions at any time prior to you making a booking (completion of Booking Form). Changes of conditions after the booking date will only happen as a result of the occurrence of any force majeure events. These will be communicated to you, and allowance will be made for you to make a decision to proceed with the tour or to cancel.

1. **Booking procedures and terms:**

Booking procedures:

- Clients can request tour information and/or a quotation by using the 'online request for information form' on the website.
- For further information or any direct contact, you can also call the Flying Crane office during office hours between 08h00 and 18h00 SA time. Flying Crane Tours and Travel will then respond by forwarding the requested information and a quotation if desired for a specific tour. Note that all tours are coded, and these codes need to be clearly displayed in the client's online request.
- If the quotation is accepted by you, the client, then Flying Crane Tours and Travel will forward the online booking form to you for completion, which will include your preferred tour dates if booking as a group. Individuals will select any of the fixed tour programmes (pre-dated) as displayed on the website.
- Completed and signed booking forms (with all the attachments) are considered as the tour contract agreement, taking the Flying Crane Tours and Travel terms and conditions into consideration.
- Payment of the deposit of **50%** of the total tour cost must be made to Flying Crane Tours and Travel at least **60 days** before the date of tour departure, whereafter the tour is considered as booked.

The final **50%** payment for the total tour cost is then due a minimum of **30 days** before the tour departure date.

- Flying Crane Tours and Travel will next send you the Reservation Confirmation for your tour, including all the additional tour information. Flying Crane Tours and Travel does not send paper-based confirmations by regular mail; therefore, your reservation booking will be an electronic document that serves as a confirmation of the services you have reserved with Flying Crane Tours and Travel.
- Upon arrival as a group in South Africa, you will be met at the airport by a Flying Crane Tour and Travel senior official or guide to be welcomed and transferred to your hotel.

Required information for the booking form:

Flying Crane Tours and Travel will treat the required and requested personal information in the strictest confidence. (See section 12 of this document, dealing with “Client’s personal data protection”). Flying Crane Tours and Travel will request the following information at the time of booking for all members of your party:

- Individuals: Which tour package do you choose (Tour code reference) with pre-selected departure dates, or;
- Groups: Which tour package do you choose (tour code reference) with your own selected departure date?
- Number of participants: Individuals or groups.
- Personal information of each client:
- Client name: First and last names as they appear on your passport.
- Passport photo of each client
- Traveler's physical address(es)
- Email Address
- Traveler's Phone Number(s)
- Emergency Contact Information: Please provide the name and phone number of a relative or friend (not travelling with you) whom we could contact during the tour in the unlikely event of an emergency.
- Any dietary requirements (vegetarian, vegan, intolerances, any other)
- Medical conditions that the tour operator should be aware of (diabetes, heart conditions, etc.) – please also remember to bring your medical prescriptions or the boxes that they come in with you.
- Copy of insurance cover for the trip (medical and other elements).

Please verify that all names on any of the documentation are absolutely accurate, as they appear in your passport. Especially airlines require complete and exact names to appear on flight tickets. Names on tickets must match the names in your passport. It is of critical importance, as any minor mistake will lead to you not being permitted to board the flight. You will have to purchase a new ticket at your own cost.

Flying Crane Tours and Travel will request confirmation of your travel insurance at least 30 days before departure. No client will be allowed on any Flying Crane Tour without adequate personal insurance.



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Booking terms:

Name changes and corrections:

Flying Crane Tours and Travel allows for minor changes such as name changes or corrections; however, where third-party costs are incurred, these will be passed on to the guest for accommodation and activities/excursions. Flying Crane Tours and Travel will try to make your requested change, but it may on occasion not be possible. Remember, most airlines do not allow for name changes or name corrections, and a new airfare may need to be purchased, of which the cost will be for the guest's account.

Cancellation:

Tour cancellation by any client may be effected by a written cancellation notice, addressed directly to the Flying Crane Tours and Travel Operational Manager, to the registered company address. Cancellation may be made at any time, but with the agreed cancellation terms coming into effect.

Cancellation terms:

Cancellation: Within the first 10 days after you place your initial deposit, you may cancel your reservation for any reason with no cancellation fees. Once the deposit is paid and 10 days have passed, the initial deposits for booking of accommodation, travel and activities are paid by Flying Crane Tours and Travel to 3rd parties, which constitutes fifty percent of the total tour cost. Any cancellation between payment of the deposit and 30 days before the tour departure date will affect a 50% refund payment of your deposit. If full payment is not received **30 days** before tour departure, Flying Crane Tours and Travel reserves the right to cancel your reservation, and no refund will be made.

If a guest fails to join the trip on the day of departure, cancellation fees will be 100% (unless the guest notifies Flying Crane Tours and Travel of the delay and joins the trip later at their own expense).

The client agrees that, if they cancel the tour while in South Africa, cancellation fees will be 100% and that Flying Crane Tours and Travel are not responsible for any cost incurred by the client once they leave the tour, inclusive of air travel. Any early return expenses are the client's responsibility, unless this is due to negligence of Flying Crane Tours and Travel.

In the unfortunate event of a client who has paid the deposit suddenly falling seriously ill and not being able to join the tour booked, Flying Crane Tours and Travel will require a medical certificate to this effect. If Flying Crane Tours and Travel can obtain a replacement traveller, then the client's deposit will be reimbursed. In the event that no substitute traveller is available, Flying Crane Tours and Travel will retain the deposit against a future booking.

Tour cancellation or amendment:

Flying Crane Tours and Travel reserves the right to modify or cancel any trip, accommodation, destination activity or arrangement (definite or not) at any time if circumstances so warrant. Flying Crane Tours and Travel will not be responsible for other travel arrangements that you or your party have made outside the tour schedule during the tour period and which are affected by our cancellations.

Cancellation due to force majeure events prior to departure date:

In the event that Flying Crane Tours and Travel or the client decides to cancel a trip as a result of a Force Majeure Event, the client will be refunded minus the 3rd party deposit payments already paid at any time prior to the departure date. Flying Crane Tours and Travel then undertakes to provide the client with a full list of verifiable 3rd-party payments. Where possible, Flying Crane Tours and Travel will endeavour to provide viable alternative arrangements.



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Cancellation due to Force Majeure Events during the tour:

Flying Crane Tours and Travel undertakes to provide the client with any alternative services where possible, where a trip is terminated or impacted mid-trip due to a force majeure event. Any additional cost incurred in South Africa will be shared between Flying Crane Tours and Travel and the client. Flying Crane Tours and Travel reserves the right to decide on the alternative services or itinerary.

Definition of a Force Majeure Event:

Force Majeure Event means any event or circumstance beyond the control of either the client or Flying Crane Tours and Travel, including but not limited to: (a) An act of god (such as earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, typhoon, hurricane, cyclone, tsunami, storm or storm warning or natural disaster); (b) industrial disputes, work ban or other labour dispute or difficulty; (c) acts of terrorism, political unrest, war or threat of war, riots or civil strife; (d) failure or delays to scheduled transportation and the closure of airports or ports; (e) pandemic, epidemic or health risk; (f) governmental and administrative actions (including closure of borders and travel warnings and restrictions).

Cancellation due to events other than force majeure events:

Flying Crane Tours and Travel will provide an alternative comparable trip (if available). If an alternative tour is not available, then a refund will be made, as per booking conditions.

Flying Crane Tours and Travel reserves the right to cancel the reservation and impose cancellation charges if any payment is not received as per the payment schedule. Flying Crane Tours and Travel will not be responsible for lost bookings and air reservations.

Flying Crane Tours and Travel may from time to time offer tours at a reduced price (promotional deals), and these may be subject to different terms and conditions as specified in the general terms and conditions. Such terms and conditions prevail to the extent of any inconsistency with these booking conditions.

1. Minimum tour numbers:

All trips are based on a minimum number of guests travelling. If a trip fails to satisfy minimum numbers, the trip may be cancelled or rescheduled. We will advise you at least 30 days prior to the trip's scheduled commencement. If you do not accept the rescheduled trip, then we will pay you a full refund.

Family or individual tours: The minimum number of clients is 6 per tour.

Small Group Tours:

Minimum number of clients: 6–9 clients per tour.

Larger Group Tours:

Minimum of 12 clients per tour.



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1. Passports and Visas:

Depending on your nationality, you'll need a valid passport and may also need visas to enter the country. Please check this well in advance of your trip departure date. Flying Crane Tours and Travel does not arrange or assist with visa applications. Please do not leave your visa arrangements to the last minute. Minors under the age of 18 travelling to South Africa must be accompanied by both parents or alternatively have a notarised letter of consent signed by the parent(s) not travelling. Flying Crane Tour and Travel is not responsible for any losses if you fail to have appropriate documentation. If the other parent is deceased or the child has only one legal parent, a notarised statement must be obtained as proof.

Please note that these arrangements are insisted upon by the Government of South Africa, not Flying Crane Tours.

1. Payment arrangements:

The tour price is as advertised on the website. No price adjustments will be made after you have completed and signed the tour booking form. Payment consists of two instalment payments:

1. A deposit of 50% of the full amount is to be received at the latest 60 days prior to the tour departure date.
2. Final tour payment, at least 30 days before the departure date.

Payment will be made via the payment platform options available on the website.

Financial protection:

FCT is committed to providing you with payment options that meet security concerns. FCT is a member of the Southern Africa Tourism Services Association (SATSA), which provides insurance for paying tourists that covers risks of liquidation associated with their members' companies through SATSA bonding. FCT also adheres to the 'SATSA Code of Conduct', which provides recourse to customers should they encounter a breach of the SATSA Code of Conduct.

The payment platforms like PayPal and credit cards also have risk mitigation measures with regard to payments.



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1. Insurance:

Flying Crane Tours and Travel requires each individual client to at least insure themselves for the following items: (Proof of insurance must be supplied to Flying Crane Tours and Travel at the time of concluding the final payment):

1. Medical, sickness and accident insurance.

This should at least include, but not be limited to, getting sick, getting injured and needing medical attention, being transported or hospitalised or being unable to continue your travels.

1.24/7 Emergency Assistance (Personal injury)

Access to expert help and advice should an unexpected crisis occur. Evacuation and repatriation cover, including during pandemic events.

1. Baggage Protection

This item should be included in your insurance plan.

1. Trip Cancellation or interruption or early return, should you need to cancel for any reason, including a force majeure event.

Flying Crane Tours and Travel makes no representation or guarantees concerning reimbursement, scope of coverage, or other aspects of any travel insurance policy or claim.

The choice of insurer is yours, but the cover requested above is an industry requirement and therefore compulsory.

1. Liability:

Flying Crane Tours and Travel shall not be liable for any damage, death, losses and expenses suffered by any client as a result of sickness, quarantine, weather conditions, war, strikes, riots or any other cause outside Flying Crane Tours and Travel's control. Clearly Flying Crane Tours and Travel will exercise caution to avoid such circumstances wherever possible.

Flying Crane Tours and Travel shall not be liable for any loss or expense arising from the loss of property or cancellation or curtailment of the tour, however caused, save only to the extent that such loss of baggage, cancellation or curtailment was caused by Flying Crane Tours and Travel's negligence. If sickness or accident interrupts a tour, the operator shall not be liable for any cost or expense arising therefrom, save only to the extent that such sickness or accident was caused by Flying Crane Tours and Travel's wilful act or gross negligence. Flying Crane Tours and Travel shall not be liable for any refund, either total or partial, of money paid. Flying Crane Tours and Travel recommends clients take out the necessary insurance to protect themselves against such an eventuality.

1. Safety and security on tour:

The provision of a safe and secure tour experience is one of the cornerstones of our tours. Although we cannot, of course, guarantee 100% safety and security, Flying Crane Tours and Travel will do our very best to mitigate any risks to our clients.

This includes the development of itineraries for areas less prone to safety concerns. Our guides are also well trained to handle potential hazards or risks. More than anything else, the success or failure of our tours depends on being able to provide a safe and secure environment for our guests. Please take the advice of the guide and be aware of your surroundings.

1. Medical and health on tour:

Medical care in South Africa:

Private health care and medical facilities in South Africa are world-class. Please ensure that you can utilise the private facilities by insuring yourself with adequate medical or travel insurance.

Malaria:

The regions utilised by Flying Crane Tours and Travel for all our tours are malaria-free. We do recommend that you purchase a can of aerosol or a lotion of mosquito repellent once in South Africa. Peaceful Sleep or Tabard, both available in supermarkets. This is simply to remove any annoyance from mosquitos, which can be annoying at certain times of the year, and not a measure against malaria, which you will not encounter on the Flying Crane Tours and Travel routes.

Allergies:

Game drives and outdoor outings can be quite dusty, and we recommend consulting your physician regarding the precautions you can take in the event of an allergic reaction to dust and pollen. Antihistamine tablets can be purchased easily in South Africa, but it is better to consult your own physician, who can prescribe something that fits with your medical profile and any known allergies.

Prescription medication:

Please remember to bring your prescribed medication when visiting the country, and furthermore, we recommend that you also bring the written signed prescription and the original boxes or containers in which you received the drug.

1. Age Restrictions:

Flying Crane Tours and Travel age restrictions are fairly lenient, but for groups larger than 6 guests, age limits are between 6 years and 80 years, but visitors older than 75 years are requested to provide a medical certificate of fitness. Family groups (less than 6 guests) may be composed of any age between 4 years and 80 years, but again, members over 75 are requested to obtain a medical certificate of fitness. As the itineraries are full, clients are advised to study the tour itinerary and satisfy themselves about their ability to comfortably manage the set of activities on the tour.

Young travellers under 18 years of age must be accompanied by an adult, who will be responsible for their welfare and supervision.

The client must ensure that they are comfortable with the age limits before participating in any activity that is part of the tour programme. The client releases Flying Crane Tours and Travel from all liability and claims arising from your inability to participate in such activities. Importantly, be aware of your own limitations. Our guide will offer advice on this, but the decision lies with you. The tours and activities are designed in such a way that they are not very taxing or physically demanding, but you must remain responsible for your own ability to participate.



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Client behaviour:

Flying Crane Tours and Travel focuses on providing the best experience for all our clients. Clients differ in likes and dislikes, and Flying Crane Tours and Travel will try to accommodate all the different personalities. The Flying Crane Tour guides are professionally trained to enrich all the guest experiences and to deal with all preferences and styles.

Flying Crane Tours and Travel will not tolerate abusive or aggressive behaviour from clients. Clients behaving in unacceptable, violent or abusive ways may, in extreme cases, result in the client being ejected from the tour.

This action includes any client whose behaviour, in the reasonable opinion of our guide or our third-party suppliers, may cause danger, upset, disruption or distress to anyone else or damage to property. Termination of guests' tours is based upon the judgement of the professional tour guide and the senior Flying Crane Tours and Travel manager and would be communicated to the client.

Flying Crane Tours and Travel will have no further responsibility towards providing an alternative experience. Flying Crane Tours and Travel shall have no further tour obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) that a client may incur as a result of the travel arrangements being terminated for extreme abusive behaviour. Clients will have the option of an immediate record of complaint to the company senior officials. Contact details of the senior officials are provided at the end of this agreement. (See section 13.)

Bad behaviour includes (but is not limited to):

- a. verbally abusive or offensive language towards anyone;
- b. bullying behaviour;
- c. inappropriate or abusive behaviour including uninvited physical contact, harassment, violence or threat of violence;
- d. excessive consumption of alcohol or intoxication resulting in problematic behaviour;
- e. the possession, carriage or use of restricted substances or drugs (except for medical purposes approved by your doctor);



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- f. failure to comply with the Flying Crane guide or any other 3rd party service provider's (including a representative) reasonable direction;
- g. conduct which, in Flying Crane Tour's guide's or official's reasonable opinion, is not compatible with other clients' (guests') general enjoyment and well-being or the smooth operation of the tour;
- h. the possession, carriage or use of dangerous items (such as weapons);
- i. breaking the law of the country in which you are traveling; and
- j. Any behaviour or conduct which brings Flying Crane Tours and Travel into disrepute or damages its goodwill.

All clients (guests) making a booking accept responsibility for their own proper conduct during their travels with Flying Crane Tours and Travel.

All guests are required to immediately report any significant and obvious pre-existing damage in your room to accommodation staff and the tour guide. Any damage to any 3rd party's property or any equipment or household appliances will be recovered by Flying Crane Tours and Travel from the client, and any major damage may lead to a tour expulsion. Criminal proceedings may be instigated. Clients agree not to hold Flying Crane Tours and Travel or any of its related entities liable for any actions taken under these terms and conditions. Flying Crane Tours and Travel trusts that the provisions above will not prove necessary with any of our clients. However, we must plan for the unlikely contingency of a highly problematic client to protect our other clients.

Complaint procedure: (See section 13)

Flying Crane staff are available during office hours for any guest complaints or problems that you may have during your travels. Please inform our senior tour official immediately through direct telephonic or email complaints. Flying Crane Tours and Travel will respond within an 8-hour period.



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1. **Claims against Flying Crane Tours and Travel:**

2. Flying Crane Tours and Travel undertakes to resolve all client issues, complaints and problems as soon as possible. If the matter was not resolved by Flying Crane Tours and Travel senior official, please write to the Board of Flying Crane Tours and Travel Company (address provided at the end of this document) within sixty (60) days of the end of your tour with us, as it is important that you provide us with the information quickly to facilitate effective investigation. Kindly provide your booking reference number and all pertinent details. Failure to follow this procedure may cause delay or deny us the opportunity to investigate and rectify the problem. The delay may affect the way your complaint is dealt with and your rights under this contract. Accordingly, any claim not received in writing within this time is waived and barred.

1. **Client personal data protection:**

2. Flying Crane Tours and Travel takes the protection of your personal information **very seriously**, and we can **guarantee absolute confidentiality**. Flying Crane Tours and Travel will never share any contact or other information provided to us by any client, potential client or any other person who submits information to Flying Crane Tours and Travel, either via direct e-mail or via our website, without their explicit personal approval. Flying Crane Tours and Travel will only use your personal information for booking purposes. This information includes clients' names, addresses, phone numbers, email addresses, passport numbers, and sensitive information such as health, medical, dietary, mobility, religious, or other special requirements.

3. This information will be used for your tour booking, for 3rd party accommodation venues or activity institutions that will be visited on your tour, as well as for public authorities (such as customs and immigration), security and credit checking organisations, or as otherwise required by law. South African legislation protects the use of the client's personal information, and Flying Crane Tours and Travel cannot use the clients' information without your consent to us or any other party.

4. By signing the booking form, you provide consent to Flying Crane Tours and Travel to use your personal information only for purposes as described above, and Flying Crane Tours and Travel undertakes to use your personal information for no other purpose as described above.

Tour photos:

Flying Crane Tours and Travel takes tour photos from tour groups from time to time for marketing purposes. Please remove yourself from the group or other activity photos organised by the guide if you choose not to provide consent to Flying Crane Tours and Travel using photos taken for marketing purposes. Please inform the guide and any fellow traveller of your desire not to be photographed. Flying Crane Tours and Travel undertakes not to share the image with anyone for any use other than for company promotion once you have consented.



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1. **Client personal data protection:**

2. Flying Crane Tours and Travel takes the protection of your personal information **very seriously**, and we can **guarantee absolute confidentiality**. Flying Crane Tours and Travel will never share any contact or other information provided to us by any client, potential client or any other person who submits information to Flying Crane Tours and Travel, either via direct e-mail or via our website, without their explicit personal approval. Flying Crane Tours and Travel will only use your personal information for booking purposes. This information includes clients' names, addresses, phone numbers, email addresses, passport numbers, and sensitive information such as health, medical, dietary, mobility, religious, or other special requirements.
3. This information will be used for your tour booking, for 3rd party accommodation venues or activity institutions that will be visited on your tour, as well as for public authorities (such as customs and immigration), security and credit checking organisations, or as otherwise required by law. South African legislation protects the use of the client's personal information, and Flying Crane Tours and Travel cannot use the clients' information without your consent to us or any other party.
4. By signing the booking form, you provide consent to Flying Crane Tours and Travel to use your personal information only for purposes as described above, and Flying Crane Tours and Travel undertakes to use your personal information for no other purpose as described above.

Tour photos:

Flying Crane Tours and Travel takes tour photos from tour groups from time to time for marketing purposes. Please remove yourself from the group or other activity photos organised by the guide if you choose not to provide consent to Flying Crane Tours and Travel using photos taken for marketing purposes. Please inform the guide and any fellow traveller of your desire not to be photographed. Flying Crane Tours and Travel undertakes not to share the image with anyone for any use other than for company promotion once you have consented.

1. **Assistance to clients during the tour:**

Any guest has direct access to the Flying Crane Tours and Travel senior official at any time of the tour during office hours. This official is available on a 24/7 basis to assist in cases of emergency.



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CONTACT INFORMATION

Mr. Warren Sangster – Marketing Manager

Contact numbers: +(0) 83 296 1820

E-mail address: marketing@flyingcranetours.com

Ms. Victoria Russell – Administration Manager

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E-mail address: admin@flyingcranetours.com

Mr. Eddy Russell – International Operational Manager

Contact numbers: +27 (0) 82 900 5291

E-mail address: international@flyingcranetours.com

Mr. Chris Wilken – National Operational Manager

Contact numbers: +27 (0) 71 319 8208

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