

# TERMS & CONDITIONS

## ROLE OF ICON ADVENTURES & DISCOVER AFRICA

The role of Icon Adventures and Discover Africa is to manufacture tours and itineraries to fit the requirements of our customers. In doing so, we may use independent suppliers for the provision of selected services. Whatever the case, we accept responsibility for the proper performance of your contract with us subject to the following booking conditions.

## 2. PRICES

Published prices are based on costs at the time of publication. We reserve the right to change published prices at any time before your booking is made.

## 3. RESERVATIONS AND PAYMENT

(a) A binding contract between you and Icon Adventures/Discover Africa only exists when we have accepted your booking by issuing an invoice and a deposit has been paid by you. The deposit of AUD \$1000 must be paid on booking, and the remainder 70 days before commencement of our services. If payment is not made by the due date, we reserve the right to treat the booking as having been cancelled by you, and apply cancellation charges as set out in paragraph 4(a) below.

(b) **Amendment fees:** An amendment fee of \$50.00 will be levied to cover communication and administration costs.

## 4. CANCELLATION

### (a) By you

Icon Adventures/Discover Africa must be notified of cancellations in writing. If notification is received between booking date and 60 days prior to commencement of our services your deposit will be lost. Notification between 60 and 31 days before commencement of our services, a cancellation fee of 50% will apply. If notification is received 30 days or less before commencement of our services the cancellation fee payable is 100% of the price.

### (b) By us

While doing our utmost to avoid it, we must reserve the right to cancel arrangements. If this should happen (other than due to your default in paying) we will offer the choice of an alternative arrangement (paying or receiving a refund in respect of any price difference) or receiving a full refund of all monies paid. If an arrangement is cancelled because an insufficient number of people have booked a scheduled tour, notification will be given no less than 14 days before commencement of our services. If we are forced to curtail a tour after departure due to circumstances amounting to "force majeure", we regret we cannot make any refunds or pay any compensation or be responsible for any costs or expenses incurred by you as a result.

## 5. CHANGES

We reserve the right to make changes to brochure details and holiday arrangements both before and after your booking is made. Most changes will be minor. If we have to make significant changes to an arrangement you will be notified at the earliest possible opportunity. In such cases you will have the choice of either accepting the change or booking alternative arrangements (paying or receiving a refund in respect of any price difference) or cancelling your holiday and receiving an immediate full refund of all monies paid.

## 6. FORCE MAJEURE

"Force Majeure" means those circumstances where the performance of our contract with you is prevented or affected by reasons of war, threat of war, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, governmental actions and all similar events beyond our control. In these circumstances, we shall not be liable to pay any compensation or otherwise be responsible for any expenses or losses you might incur where we are forced as a result to cancel, delay, curtail or change your arrangement in any way or where the performance or prompt performance of our contractual obligations is prevented or affected.

## 7. LIABILITY

(a) We do not accept liability in contract or in tort for any injury, death, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by or contracted partners or agents. Our agents offer liability protection under their own terms and conditions.

### (b) General

Please note, our responsibilities and obligations apply only in respect of those services which we agree to arrange or provide on your behalf. We cannot accept any liability for any services which you arrange on your own.

## 8. DELAYS

All outward or homeward points of departure should be read in relation to the services which we have been contracted to provide and not any flight or other travel arrangement which may have been added on.

## 9. COMPLAINTS

Should a problem occur, please advise both Icon Adventures/Discover Africa and the supplier of the service in question immediately as most problems are resolved most easily on the spot. Should you remain dissatisfied, please write to us setting out the complaint in detail within 28 days of the end of our services under the contract. We cannot accept responsibility for any complaints which are not notified entirely in accordance with this clause.

## 10 (a) Risks, insurance and liability

Travelling in undeveloped areas may inevitably give rise to risks and dangers including, inter alia, those inherent in travel by boat, train, road, vehicles, aircraft or other means, forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical facilities. We do not undertake to provide medical care and our standard terms and conditions exclude liability for the adequacy of any care that may be provided. You are therefore most strongly advised to take out adequate insurance against such risks. Said insurance should be taken at the time the reservation is confirmed.

### (b) Special requests

Any special requests (e.g. for single room or particular diet) must be notified in writing when the booking is made. We will endeavour to meet such request but cannot guaranty them and any failure to comply will not be a breach of contract.

## 11. PRINTING

Icon Adventures/Discover Africa does not accept responsibility for possible printing errors.