



**All Booking Agents booking with Shongololo Express
contract with Shongololo Express in accordance with the
Standard Terms & Conditions below.
(valid for the 2012 season)**

1. RATES

- 1.1. The 2012 rates are NETT and non-commissionable
- 1.2. The 2012 rates for the Garden Route Adventure by Road are NETT and strictly 20% less our published rates.
- 1.3. Rates for pre-nights are also NETT and non-commissionable. **Agent's contracted rates also apply for pre-nights in the case of bookings for the Garden Route Adventure**
- 1.4. Rates for pre-nights differ depending on the type of cabin Travellers book. **Rates for the Garden Route Adventure may vary, depending on availability of train accommodation**
- 1.4. The package includes:
 - 1.4.1. Arrival transfer: airport – train or hotel, in the case of the Garden Route Adventure airport and Hotel pickups within the city will be included.
 - 1.4.2. Departure transfer: train to the Airport and Hotels within the city Centre, in the case of the Garden Route Adventure – airport and Hotels within the city centre will be included.
 - 1.4.3. Accommodation on a dinner, bed & breakfast basis (as per itinerary)
 - 1.4.4. A choice of sight-seeing trips every day, including all applicable entrance fees
 - 1.4.5. The services of our fully qualified tour guides
- 1.5. **NOT** included in our rates:
 - 1.5.1. Airfares (National / International)
 - 1.5.2. Lunches
 - 1.5.3. Beverages
 - 1.5.4. Laundry
 - 1.5.5. Gratuities
 - 1.5.6. Purchases of a personal nature
 - 1.5.7. Optional Extras
 - 1.5.8. Pre-night accommodation
 - 1.5.9. Visas where applicable
 - 1.5.10. Travel insurance
 - 1.5.11. Transfers between the train, Airport and City Centre hotels
- 1.6. When booking double cabin accommodation for single use, a supplement of 50% of per person rate will apply. **Please see your rates sheet for applicable single rates on the Garden Route Adventure.**



- 1.7. A child between the ages of 7 and 12 years can only be accommodated if sharing a compartment with ONE full paying adult. The child will pay 50% of the per person sharing rate. The second adult will then be accommodated in his/her own compartment. No more than two people will be allowed to share any compartment, so where a family consists of three or more people, more compartments will need to be booked.

In the case of the Garden Route Adventure, the following Child Policy applies:

Children are welcome and are specially catered for
Children between 6 and 12 years pay half price for accommodation packages, meals & game drives.
Children between 3 and 6 years pay quarter price for accommodation packages, meals & game drives
Children under 3 are free.

- 1.8. Shongololo Express cannot accommodate children between the ages of 0 and 6 years and children from the age of 13 years are regarded as adults and will be charged accordingly.

Children of all ages are allowed to travel on the Garden Route Adventure.

- 1.9. The difference between the various types of accommodation **on the Shongololo Express is as follows:**

- 1.9.1 Ivory – single or twin beds with fan, safe and hand basin – shared facilities comprise 2 toilets and 1 shower per Ivory carriage
- 1.9.2 Gold – twin beds with en suite toilet, hand basin and shower, air-conditioning, heating and safe.
- 1.9.3 Commodore – twin beds with en suite toilet, hand basin and shower, air-conditioning, heating and safe
- 1.9.4 Emerald – double or twin beds with en suite toilet, hand basin and shower, air-conditioning, safe and lounge area

- 1.10. The activities and rates for “Optional Extras” are subject to availability and **may** change without prior notice. These activities can only be purchased on board **during one of our trips on the train, or whilst on the Garden Route Adventure.**

- 1.11. The Company’s policy with regards to **GROUPS travelling on the Shongololo Express** (10 passengers or more) is that a total number of 20 full paying Travellers will render the 21st traveller free of charge.

1.11.1 Group bookings are subject to availability. A non-refundable deposit of 20% of the total tour price is required six (6) months prior to trip departure date.

1.11.2 Full payment for accommodation and train trip is to be received 90 days prior to departure of the tour, unless otherwise agreed upon in writing and signed by both the client and the Company.

1.11.3 Full payment for accommodation and train trips is required within 48 hours of confirmation for all bookings made within 90 days of arrival.

1.11.4 In the event of cancellation for any reason whatsoever, such notice of cancellation should be given in writing and in such instances, cancellation fees will be levied as follows:



- 1.12.4.1 90 days or more prior to train departureNon-refundable deposit
- 1.12.4.2 90-60 days prior to train departure.....75% total cancellation fee
- 1.12.4.3 60-0 days prior to train departure.....100% total cancellation fee

1.12.5 Please note that should a group reservation (10pax or more) be cancelled, the 20% deposit will not be refunded and the above cancellation charges will apply on the balance owing.

1.13 The Company’s policy with regards to groups travelling on the Garden Route Adventure will remain the same as the train’s.

1.14 The Company’s policy with regards to INDIVIDUALS, who book for a **Shongololo Express train** tour. No deposit will be requested

1.14.1 Full payment for accommodation and train trip is to be received 60 days prior to departure of the tour, unless otherwise agreed upon in writing and signed by both the client and the Company.

1.14.2 Full payment for accommodation and train trips is required within 48 hours of confirmation for all bookings made within 60 days of arrival.

1.14.3 In the event of cancellation for any reason whatsoever, such notice of cancellation should be given in writing and in such instances, cancellation fees will be levied as follows:

- 1.14.3.1 90-60 days prior to train departure.....30% total cancellation fee
- 1.14.3.2 60-30 days prior to train departure.....75% total cancellation fee
- 1.14.3.3 30-0 days prior to train departure.....100% total cancellation fee

1.15 The Company’s policy with regards to INDIVIDUALS, who book the Garden Route Adventure, will remain the same as stated above.

2. SHONGOLOLO EXPRESS

2.1 Shongololo Express (Pty) Ltd, Registration Number is 1997/016816/07, (hereinafter referred to as “the Company”). The Company possesses all licenses and permits necessary to conduct business as a tour operator in Southern Africa. Certificates of insurance etc. can be obtained on request.

2.2 The conditions set out below apply to all tours, routes and itineraries operated by Shongololo Express in South Africa and other African countries.

3. EXCLUSION OF LIABILITY, SUPPLIER’S TERMS & RISKS

3.1 The Company acts as the operator as well as an agent / broker in packaging the tours and travel arrangements featured, utilising the products of various travel suppliers, including those of the Company.

3.2 While the Company makes every effort...

3.2.1 to engage quality suppliers among the rail operators, hotels, tour operators and other service providers to provide the travel products featured; and

3.2.2 to ensure that the various services making up your tour will be carried out efficiently and as specified,



...the Company does not have direct control over the provision of all the services by suppliers and shall not be liable for any loss, damage, injury (whether fatal or otherwise), additional cost, accident, delay, irregularity suffered by the traveller that may be occasioned by any error or default, act or omission of any supplier in carrying out the arrangements of any tour, or otherwise in connection therewith.

- 3.3 The Company also accepts no liability for changes, omissions or delays before or during the course of any published tour occasioned by technical difficulties, weather conditions, strikes, war or unrest, communication breakdowns or events beyond the control of the Company. All expenses occasioned by such events, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone, meal costs and / or other disbursements, will be for the Traveller's account.
- 3.4 If in the opinion of the Company the fulfilment of any tour is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and / or any other adverse factors beyond the Company' control, the Company may at any time cancel such tour or what remains of it or make alterations to the route, accommodation, price and / or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the account of the Traveller.
- 3.5 All bookings are subject to the terms and conditions specified by the supplier of the services for which the Company contracts. The Company will provide the Booking Agent and / or traveller on request, the identity of the supplier and such supplier's terms and conditions that may include, but are not limited to, provisions regarding the cancellation fees or amendment fees applicable to confirmed reservations, refunds / no refunds for no-shows / unused services, late booking fees, etc.
- 3.6 Save in the event of wilful misconduct or gross negligence by the Company, neither the Company nor its holding or parent company or representatives, agents or contractors shall be liable for any loss, injury, death or damages, incurred by the traveller during any scheduled tour.
- 3.7 The Company will not be responsible for any charges that appear on a Traveller's credit card, nor accept responsibility for having any of these charges reversed or corrected upon the Traveller's return to his / her country of departure / final destination.

4. TOUR PRICES AND DETAIL

- 4.1 Although the Company will endeavour to uphold prices quoted, all prices are subject to currency fluctuations, tariff adjustments, fuel increases, Value Added Tax and principle increases by any of the national railways within the countries in which we operate. Once full payment has been received, no adjustments will be made to the tour price.
- 4.2. All information contained in the Company's brochure, itineraries and price schedules are to the best of the Company's knowledge and belief, true and correct. The Company accepts no liability for any errors / inaccuracies or incorrect information contained therein.
- 4.3 Prices quoted do not include any items or services not specified in the Company's brochures, **itineraries** or pro forma invoices. Typical items that are not included may be, airport taxes, costs of obtaining visas and



passports, telephone calls, laundry, entertainment arrangements, gratuities and additional portage, meals and beverages in addition to those provided for in the itinerary, airfares, transfers to and from the arrival / departure point of the scheduled tour (except transfers – airport to train / **hotel** and train / **hotel** to airport) or any other item of a personal nature not specified in the itinerary.

5. RESERVATIONS

- 5.1. Bookings are to be sent to res@shongo.co.za .A confirmation will be sent within 48 hours and it is the responsibility of the booking agent to ensure that details of the confirmation are correct. Should a booking confirmation not have been received within 48 hours, the request has to be re-sent by the agent.
- 5.2. It is the responsibility of the booking agent to ensure that the Company receives correct flight details (arrival / departure), dietary requirements and special requests. The Company will endeavour to comply with the special requests, which will be for the cost of the Traveller, but cannot guarantee that such requests will be met.
- 5.3. The Company has to be advised of any cancellation or amendment to detail in writing.
- 5.4. The Shongololo Express confirmation has to be checked, signed and returned by fax. Signing of the confirmation of the booking constitutes acceptance of the Company's terms and conditions of business, without which reservations are not confirmed.

6. PAYMENT DETAILS AND PENALTIES

- 6.1. The Company will only accept payment for all land arrangements in CASH. Payment by traveller's cheques, TT or EFT will constitute a cash payment. Acceptance of cheque or Credit Card payments is in the Company's sole discretion and may be declined without explanation.
- 6.2. The company reserves the right to cancel any reservation for which the total fare has not been paid by the due date.
- 6.3. The company reserves the right to charge the client directly (PUBLISHED rate: non-commissionable) on arrival, should full payment not have been received from the Booking Agent at the time of the client's arrival at the train **or hotel**.
- 6.4. Should a Credit Card payment be preferable, the Booking Agent shall be solely liable that the final amount that appears on the Booking Agent's Bank Statement may be different to the authorised amount on the Credit Card Authorisation Form due to currency conversions and fluctuations, bank charges and the like and the Company accepts no responsibility for such discrepancies.
- 6.5. All amounts...
 - 6.5.1 payable by the Booking Agent to the Company in terms of any booking, shall be paid free of deduction or set-off or bank charges;



6.5.2 falling overdue for payment by the Booking Agent to the Company, shall bear interest at the Prime Rate, calculated from the due date of payment thereafter, compounded monthly in arrears from the end of the month, during which such interest is first calculated.

6.6. "Prime Rate" shall mean the prime bank overdraft rate as charged and calculated by Nedbank Limited of Southern Africa to its corporate customers in respect of unsecured overdraft facilities from time to time, as certified by any manager of such bank, whose appointment and authority it shall not be necessary to prove.

6.7. Should a Traveller join a tour after departure date, or leave the tour without completion for whatever reason, no portion of the tour price will be refunded.

6.8. The Traveller shall be liable for all costs (including repatriation) and the administrative fees of the Company incurred as a result of any en route cancellations, by the Traveller, including but not limited to cancellation because of ill health or injury.

7. AMENDMENTS

7.1. The Company reserves the right to substitute train units, touring vehicles and other services listed with others of a similar category at no additional cost to the Booking Agent and/or the Traveller, even after the commencement of the tour.

7.2. "Traveller" is the term used for a person paying the agreed contractual rate. This term excludes Tour Leaders, Agent discounts, Journalists or other discounted or complimentary passengers.

8. AGENT'S DISCOUNT ("AD") POLICY

8.1. Accommodation is always subject to availability.

8.2. All the bona fide tour operators promoting our product for **2012** are welcomed to join us and experience the wonders of Southern Africa by train on one of our adventure trips on a F.O.C. basis. **This policy does not apply to our Garden Route Adventure by road, where we offer agent's discounts on request only.**

8.3. A discount of 50% off Rack Rate for a Partner only applies when such Partner is sharing with the Operator / Agent. **This policy does not apply to our Garden Route Adventure by road, where we offer agent's partner discounts on request only.**

8.4. Accommodation at a discounted rate will be confirmed 6 weeks prior to departure, whereupon full payment is due within 72 hours.

8.5. Operator's / Agent's Discounts apply to Ivory accommodation **in the case of train trips and to the standard hotel accommodation used in the case of the Garden Route Adventure.**

8.6. No discounts will be offered on Tour Add Ons and on board purchases.

8.7. Requests should be addressed to Reservations by e-mail or fax:

Email: res@shongo.co.za
Facsimile: +27 11 486 4057



9. TRAVEL DOCUMENTS, PASSPORTS, VISAS, VACCINATIONS, INOCULATIONS, RE-ENTRY PERMITS AND INTERNATIONAL DRIVER'S LICENCES

- 9.1 All Travellers will be personally responsible for ensuring that they are in the possession of correct travel documents.
- 9.2. Travel documents include...
- 9.2.1. passports for entry into all the countries visited as part of the booked itinerary.
- 9.2.2. visas / re-entry permits valid for the countries being visited ... It is highly recommended that travellers confirm and arrange these prior to leaving their home country. In some instances such documents can be arranged on board the trains, in which case costs incurred are for the passenger's own account.
- 9.2.3. health, foreign exchange and other legal requirements.
- 9.3. The Company shall not be responsible for any consequences whatsoever should the Traveller fail to ensure that he / she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. Due to the constantly changing requirements of each country, the Company shall not be responsible or liable for any information, which it or its representative may furnish to the Booking Agent / Traveller in relation to the above. The onus shall remain on the Booking Agent and / or Traveller at all times to ensure that the Traveller has complied with such requirements.

10. INSURANCE

- 10.1. Booking Agents are responsible to advise all Travellers that they are solely responsible to take out comprehensive travel insurance including but not limited to medical cost, emergency evacuation and repatriation, cancellation or curtailment, loss of baggage, personal possessions or money and to familiarise themselves with any exceptions and conditions as may be imposed by the insurance company or underwriters issuing the policy of insurance they have selected.
- 10.2. The Company shall not be responsible or liable for...
- 10.2.1 any information which it or its representatives furnish in relation to travel-insurance;
- 10.2.2. filing / prosecuting a claim on the Traveller's behalf against any insurer / underwriter who has issued a policy to the Traveller;
- 10.2.3 any claim disputed / rejected by the insurers.

11. TRAVEL DECLARATIONS

By law, all foreign payments that are made on behalf of any South African Traveller must be deducted from the Traveller's foreign exchange allowance. A currency declaration to this effect must be lodged before final documentation can be released.



12. CLIENT COMPLAINTS AND REFUNDS

- 12.1 We aim to provide the best train trip possible. However, if Travellers are not satisfied with their experience on Shongololo Express they are to bring the issue(s) to the attention of the Train Manager **or Tour Manager** who will do everything reasonably possible to rectify the situation.
- 12.2 If the Traveller is not satisfied with their response they must notify Shongololo Express head office (Telephone +27 11 486 4357) during office hours (08h00 to 16h30 Monday to Friday).
- 12.3 If the Traveller is not satisfied with the attempts by head office to resolve the matter, the Traveller must lodge a written complaint to their Booking Agent at their earliest convenience, with a copy to Shongololo Express head office, Fax +27 11 486 4057, email: info@shongololo.com
- 12.4 A written complaint by the Booking Agent must reach Shongololo Express offices within 30 days of the last day of the Shongololo Express tour. Failure to complain as set out above may reduce or extinguish any rights the Booking Agent or Traveller has to claim compensation.
- 12.5 Any such rights will be reduced or extinguished if the Traveller had failed to complain and thereby prevented Shongololo Express from the opportunity to immediately take steps to reduce or prevent any inconvenience.

13. BOOKING AGENTS TARGETS (2008)

- 13.1 In order to retain eligibility for NETT rates in the following year the Booking Agent will have to reach at least the same amount of bookings as in the current year.

14. GENERAL

- 14.1 The Company shall not be bound by any representation, any warranty, any 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 have been made or agreed or implied by reference to any other writing, advertisement or conversation.
- 14.2 No indulgence, which the Company may grant to any party, shall constitute a waiver of any of the rights of the Company who shall not thereby be precluded from exercising any rights against the Traveller and / or the Booking Agent which may have arisen in the past or which might arise in the future.
- 14.3 Should the Company appoint a tour guide in respect of any tour, then the Traveller shall be obliged to comply with all reasonable instructions of such tour guide. The Company reserves the right to terminate the tour of any Traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tour guide and / or causes any wrongful disruption, disturbance or nuisance to any other Traveller, tour group or service provider.
- 14.4 All Travellers shall comply with any prohibition on smoking imposed on any coaches and at any hotels / venues on any tour.



- 14.5 Booking agents and their Travellers shall be responsible for ensuring that the Traveller is both physically and mentally capable of undertaking the journey and participating in the activities that constitute the scheduled tour and note that...
- 14.5.1. the tour **may take** place in remote and wilderness areas where medical assistance (specialised or general) may be limited or non-existent;
- 14.5.2. the carriage passage ways, access stairs, bathroom and doorways configurations, tour vehicles and off-train activities, are not equipped for wheelchair access or modified for people with disabilities.
- 14.6 Any first aid or medical treatment provided by the Company at its expense to any Traveller, shall be discretionary and on a compassionate basis. Under no circumstances shall the provision of such treatment be tantamount to an admission of liability by the Company for any injury sustained by the Traveller.
- 14.7 Due to the nature of the destinations and the logistics of the trains, Shongololo Express cannot guarantee that there will be electricity for 24 hours of everyday. This has many implications on the Traveller if they need to use any respiratory apparatus that relies on constant electricity.
- 14.8. In the event that any term or provision of this agreement is declared to be invalid or illegal for any reason, this agreement shall remain in full force and effect and it shall be interpreted as though such invalid or illegal provisions were not a part thereof. The remaining provisions shall be construed to preserve the intent and purpose of this agreement and the parties shall negotiate in good faith to modify the provisions held to be invalid or illegal to preserve each party's rights and responsibilities hereunder.

15. SHONGOLOLO EXPRESS (PTY) LTD

Physical Address:

62 Dundalk Avenue
Parkview
Johannesburg
2193

Postal Address:

PO Box 1862
Parklands
2121
Gauteng, South Africa
Tel: +27 11 486 4357 or +27 11 (0)861777014
Fax: + 27 11 486 4057

- 15.1 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.
- 15.2 Any Party may by notice to any other Party change the physical address chosen as its *domicilium citandi et executandi* vis-à-vis that Party to another physical address in South Africa or its telefax number, provided that the change shall become effective vis-à-vis that addressee on the 7th business day from the deemed receipt of the notice by the addressee.



15.3 Any notice to a Party...

15.3.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 7th business day after posting, unless the contrary is proved;

15.3.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery, unless the contrary is proved; or

15.3.2 sent by telefax to its chosen telefax number shall be deemed to have been received on the date of dispatch, unless the contrary is proved. Sender to confirm telephonically the sending of such telefax. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

SIGNED AT.....ON.....

For and on behalf of Shongololo Express:.....

Print Name:.....

SIGNED AT.....ON.....

For and on behalf of Agent / Operator:.....

Print Name:.....