



JB TRAIN TOURS (Since 1975)
UPMARKET TRAIN TOUR PACKAGES



Experience the luxury
Upmarket Train Tours
Tel: +27 11 913 2442
Fax: 086 694 2475
E-mail: upmarket@jbtours.co.za
Web: www.jbtours.co.za/upmarket

TERMS & CONDITIONS & INDEMNITY OF JB TRAIN TOURS & SHONGOLOLO EXPRESS

1. NB: Please read the contents of your this Document as well as your Tour Information document very carefully as you will be informed of various essential information and will be deemed to have knowledge of such information once we receive payment of your deposit

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's 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.

Head Office

Tel: 0861 JBTOURS, 0861 52 86 87 or +27 11 913 2442

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- 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. It is the responsibility of the traveller 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.
- 5.2. The Company has to be advised of any cancellation or amendment to detail in writing.

6. PAYMENT DETAILS AND PENALTIES

- 6.1 The company reserves the right to cancel any reservation for which the total fare has not been paid by the due date.
- 6.2 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**.

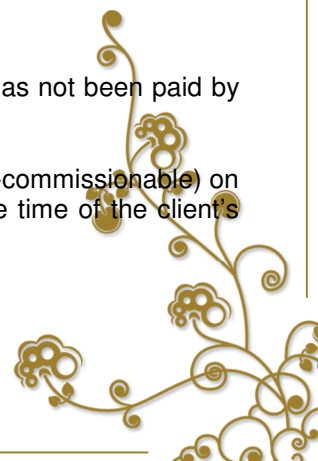
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- 6.3 Should a Traveller join a tour after departure date, or leave the tour without completion for whatever reason, no portion of the tour price will be refunded.
- 6.4 The Traveller shall be liable for all costs (including repatriation) and the administrative 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. TRAVEL DOCUMENTS, PASSPORTS, VISAS, VACCINATIONS, INOCULATIONS, RE-ENTRY PERMITS AND INTERNATIONAL DRIVER'S LICENCES

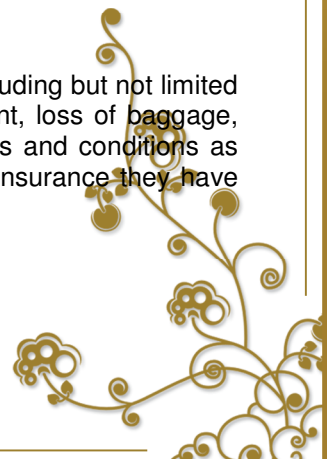
- 8.1 All Travellers will be personally responsible for ensuring that they are in the possession of correct travel documents.
- 8.2 Travel documents include...
- 8.2.1. passports for entry into all the countries visited as part of the booked itinerary.
- 8.2.2 Visas / re-entry permits valid for the countries 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.
- 8.2.3 health, foreign exchange and other legal requirements.
- 8.2.4 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.

9. INSURANCE

- 9.1. All Travellers 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.

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The Company shall not be responsible or liable for...

- 9.2.1 any information which it or its representatives furnish in relation to travel-insurance;
- 9.2.2. filing / prosecuting a claim on the Traveller's behalf against any insurer / underwriter who has issued a policy to the Traveller;
- 9.2.3. any claim disputed / rejected by the insurers.

10. 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.

11. CLIENT COMPLAINTS AND REFUNDS

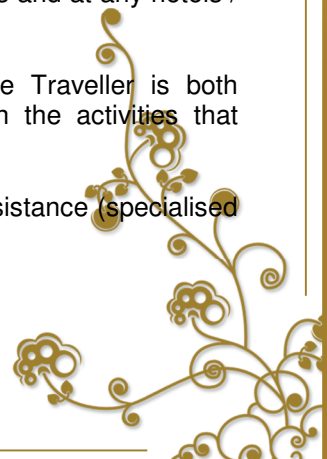
- 11.1.1 We aim to provide the best train trip possible. However, if Travellers are not satisfied with their experience on Shongololo Express they are to bring the issue(s) to the attention of the Train Manager **or Tour Manager** who will do everything reasonably possible to rectify the situation.
- 11.1.2 If the Traveller is not satisfied with their response they must notify the travel agent

12. GENERAL

- 12.1 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.
- 12.2.1 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.
- 12.3 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.
- 12.4 All Travellers shall comply with any prohibition on smoking imposed on any coaches and at any hotels / venues on any tour.
- 12.5 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;

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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.

12.6.1 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.

12.7 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.

12.8.1 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.

12.8.2 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.

13. **Luggage**

Your luggage may not exceed 20kg (max. weight for transfers & flights)

DIRECTORY OF SERVICES

ACCOMMODATION

General Information

- Beds are used in cabins as opposed to bunks.
- All cabins have a hand basin with running water.
- In the Ivory cabins the basins are covered by a folding table, which converts into a bedside table at night.
- Each cabin has a safe and plug point.

The categories of accommodation on the trains are as follows:

Accommodation description:

Emerald: twin or double beds with private bathroom, small lounge area, air-conditioning, safe and hairdryer.

Commodore: twin or double beds with private bathroom, air-conditioning and safe.

Gold: twin beds with private bathroom, air-conditioning and safe.

Ivory: twin beds or single beds (Coupe) with fan, safe, hand basin and running water – shared bathroom facilities. There is one shower and two toilets per carriage.

No more than two people will be allowed to share any compartment. Extra carriages that could be different to current rolling stock may have to be added onto the train from time to time.

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ACCOUNTS

Guests will be requested to sign for on-board purchases throughout the trip. This includes signing for drinks, additional excursions, purchases of a personal nature, etc.

All accounts are to be settled on the evening before departure. Please note that drinks purchased on the last night of the trip will be settled by way of a "cash bar" basis.

Accounts may be settled by means of:

South African Rand, major foreign currencies, traveller's cheques or credit cards.

Regrettably debit cards are not accepted.

Kindly note that all credit card payments are converted into ZAR.

AIR-CONDITIONING

Air-conditioning (*where available*) will be operational while the generator is running. The generator runs for 24 hour except when there is a major break down.

ARRIVAL AND DEPARTURE DETAILS

It is very important that Shongololo Express has the guest's arrival and departure details so that transfers may be organised and the train manager is aware of the times the guest will arrive and depart at the beginning and end of each trip. Should a guest be delayed in any way kindly contact the Train Manager, their contact details are set out below under 'Telephone'.

BANKING

A minimal cash advance facility can be made available while on board and debited to your account. The amount advanced will carry a 10% surcharge. Banks and ATMs can be found in most of the towns we travel through. Therefore, should you prefer to go into a bank or foreign exchange provider a nominal transportation fee will be levied.

BAR

The bar will be open daily from early in the morning until late at night.

CHILDREN

Shongololo Express cannot accommodate children between the ages of 0 and 13 years and children from 13 years are regarded as adults. Children may not be in a cabin on their own and will have to share with an adult.

CORKAGE

As Shongololo Express is a licensed establishment, a corkage fee of ZAR150.00 per bottle for wine and spirits, and ZAR20.00 per can/bottle for minerals and water, will apply accordingly.

Guests who have special requests with regard to liquor are requested to notify their reservations agent or Shongololo Express in advance. If notified timeously, Shongololo Express will make every effort to obtain the requested brand.

CURRENCY

We suggest that guests bring Rands, US Dollars (in small denomination) or Euros (bank notes). In South Africa only Rands may be used. In Zimbabwe, Zambia, Mozambique, Swaziland and Botswana it is possible to use Rands and US Dollars. However, please note that Rand is the main currency in Southern Africa. Euros are not recommended.

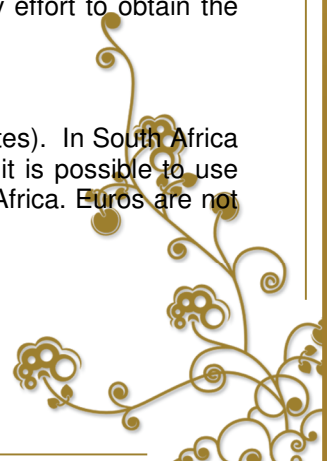
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DINING CARRIAGE

The total seating capacity is 38. This means that there will be two to three meal sittings each day depending on the number of guests booked on the trip. Meal times largely depend on the activities planned for the day, but meals are generally served at the following times:

Breakfast from 06h00 to 08h00

Dinner from 18h00 to 21h30

Cuisine on board includes traditional Cape Malay, Central -, West - and Southern African specialties. Breakfast offers both a traditional English and Continental breakfast selection.

- Dining carriage is air-conditioned
- The dress code for meal times is casual
- The dining car is a non-smoking areas

Please inform your reservations agent or Shongololo Express directly of any special dietary requirements.

DRESS CODE

As a relaxed atmosphere prevails on board, comfortable clothing is recommended. Winter in Southern Africa can be very cold and it is therefore advisable to bring along warm clothing for early mornings and evenings.

DRINKING WATER

We strongly advise against drinking the water in the cabins or bathrooms. Bottled water can be purchased from the bar.

ELECTRICITY

The electric current on board is 220 volt. Each compartment is fitted with a round 3-pin socket (South African style). Adapter plugs are available from the Assistant Train Manager. Please treat sockets as live at all times. A generator supplies power. Please be aware that certain breaks in power are necessary.

GAME DRIVES

Game drives in open 4x4 safari vehicles can be arranged as an optional excursion in certain areas. As the early mornings and evenings can become rather chilly, when one is sitting in an open vehicle, we recommend that warm clothing be brought along. Some game drive vehicles do not have a shade cover so a hat and sun block is essential.

GUESTS RESPONSIBILITY

All guests shall be solely responsible for ensuring that they are physically and mentally capable of undertaking the journey and participating in the activities.

GUIDES

Guides and vehicles will be rotated on a daily basis. Language groups will be considered with guides generally speaking French, German, Afrikaans and English. Please feel free to discuss questions or queries with your Guide or Train Manager at any time.

HAIRDRYERS

Hairdryers are supplied to the Emerald Double and Twin cabins on the Heritage Train only. Guests in other accommodation are please to bring their own.

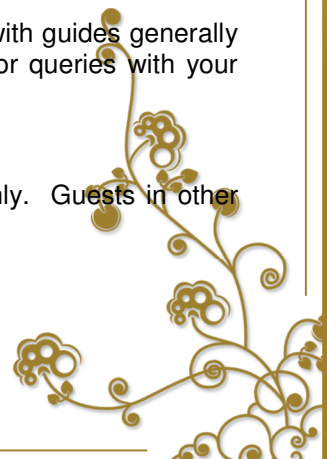
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HEATING

The Lounge and Dining room are heated via the air-conditioning unit.

INCLUSIVE OPTIONS

Daily excursions will be written on the white board, which is located in the smoking lounge. Please indicate your choice of activity in the space provided. The Train Manager will add a vehicle number next to your name for easy reference for the next days touring.

Daily departure times depend on the nature of the activity. Most activities depart at 08h30, while others may depart earlier. Please check the information board to confirm.

In the event that various inclusive options are offered and only a small number of passengers choose a specific tour, that particular activity may have to be cancelled at the Train Manager's discretion. Alternative options will be given.

INTERNET

There are no Internet facilities on the train. Internet cafes are available in most towns we travel through.

KEYS

Cabin and safe keys will be handed to you by the Train Manager upon checking in. In the event that your keys are lost, or not handed back, a replacement fee of ZAR500.00 will be charged. Please ensure that all keys are handed back to the Train Manager at the end of the tour.

LAUNDRY

A laundry service is offered on board. A laundry bag is provided in your cabin with laundry costing between R3 and R15 an item, depending on the item. Clean laundry will be returned within 24 to 48 hours - the return time is dependent on weather conditions and travelling time of the train. Please refer to the laundry list provided in your 'Welcome pack'.

LIBRARY

A small library is located in the smoking lounge. Guests are free to make use of the books, but kindly return them before the end of the trip. The guidebooks are also for use by the guests but these must be returned at the end of each day.

LOUNGE / BAR CARRIAGE

The lounge / bar carriage has the following features:

- Accommodates approximately forty guests
- Fully licensed
- Air-conditioned
- Non-smoking area
- The dress code is casual
- Kindly advise your booking agent or Shongololo Express in advance if you would like us to obtain a certain brand of liquor for you.

MAIL

Mail can be sent by using a post box, which is located in the lounge area. Items to be mailed can also be handed to the Assistant Train Manager. Wherever possible, mail is posted every day, except when in Zimbabwe

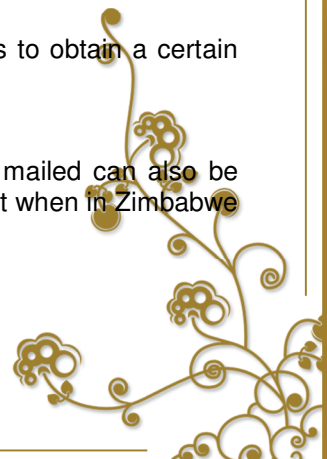
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and Mozambique. If guests do not have stamps they only need to put their cabin number where the stamp will be affixed and this will be charged to your cabin.

MAINTENANCE

Should you discover that something in your carriage or cabin does not work, please advise the Train Manager in order for it to be repaired / replaced as soon as possible.

MALARIA

It is strongly recommended that clients on the Good Hope, Southern Cross and the Dune Express trips take Malaria prophylactics.

MEALS

If you have any special dietary requirements, kindly advise your reservations agent or Shongololo Express before the start of the trip. This notification would enable the Train Manager to provide for your request. Lunch will be for each guest's own account, except when otherwise stated.

MEDICAL

First-aid boxes are carried onboard the trains. Although first-aid equipment is carried on board, limited medical facilities are available in some areas. We therefore request that the Train Manager be immediately advised of any possible medical requirements, should you require medical assistance. The Train Manager also has a list of emergency numbers.

SHONGOLOLO PACKAGE

The **Package** includes:

- Arrival & departure transfers from airport to train and train to airport;
- Accommodation on a dinner, bed and breakfast basis;
- A choice of available Land Excursions on a daily basis over the 16 days.

PASSPORTS & VISAS

Guests require valid passports for entry into South Africa, Swaziland, Zimbabwe, Zambia, Mozambique and Botswana. Some visas are obtainable at the border post. Please check with your reservations agent or Shongololo Express prior to the trip which visas are required. Visas are for guest's own account. The cost of visas obtained at the border will be added to your onboard account. Guests should ensure that there are a minimum of 2 free pages in their passports.

PRE-NIGHT

Pre-night includes dinner, bed and breakfast. Rates for pre-nights differ depending on the type of cabin booked.

RAILWAYS

Shongololo Express uses the railway tracks of the National Railways of Zimbabwe, South Africa and Mozambique. Therefore the possibility exists that the trains will run late from time to time. Should the train be delayed, land activities may have to be shortened, altered or cancelled - for which we don't accept responsibility - and cannot refund - since its out of our control and therefore unavoidable.

SAFE

There is a small safe located in each cabin. The key will be handed to you by the Train Manager, together with

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the key to your cabin. Replacement of keys and the opening of the safe will be charged for, as determined by the locksmith.

SAFETY

As the railway environment can be dangerous, please take care when looking out of open windows. In order to avoid accidents, we request that guests adhere to the following:

- Never open exterior doors while the train is moving;
- Never jump off or onto the train while it is moving;
- An emergency brake is located half way down each corridor. This brake is to be used only in the case of an emergency. If it is used in a non-emergency situation, the culprit will be fined ZAR10, 000;
- When taking photographs out of the window, always look ahead to see what is coming;
- Please ensure that all valuables, documents and cash are kept in a safe place;
- Management and staff will not accept responsibility for any loss of personal property or cash if it's not put in the safe. Please be advised that if you leave your room you must make certain that your windows are closed.
- Do not stray from well-frequented areas after dark;
- Change foreign currency at an authorised dealer only.

SHEETS, TOWELS and PILLOWS

Sheets are changed every third day and towels are changed every second day. Extra pillows and blankets are available on request.

SHOWERS and TOILETS

The water used on the train is carried in tanks under each coach. These tanks are filled every day, but they cannot be topped up while the train is en-route. Please assist us by using water responsibly.

SMOKING

In accordance with the Southern African smoking act, designated smoking areas are provided. The train has a smoking lounge, which can only be used when the train is moving. When the train is stationary you may only smoke outside on the platform.

Smoking is **not permitted** in the dining car, bathrooms, your cabin, passageways, touring vehicle and any hotels/venues on any tour. Smoking of pipes/cigars is not permitted in the designated smoking area.

OPTIONAL EXTRAS

Tour Add Ons are offered during the trip. The cost of these activities are over and above the Land Excursions and are not included in the Packages.

As many specialised off-rail activities are subcontracted to Tour Operators, certain options may not be available from time to time and are subject to availability and price adjustments. Kindly advise the Train Manager timeously if you would like to book any of the specialised off-rail activities available on a particular day. It is only possible to book these activities once on board. Optional Extras will be charged to guest's onboard account.

START AND END STATIONS

The train will be located in the following stations at the start and end of trips:

Cape Town – Cape Town Station
Johannesburg – Boksburg East Station

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Victoria Falls – Victoria Falls Station

STORAGE OF SUITCASES

It is possible to store suitcases in your cabin under the bed or above the door, depending on the category of accommodation you are in.

TELEPHONE

There is no telephone service on board.

Should you however need to contact your Train Manager urgently while on tour, herewith a list of mobile numbers:

Senele Mkize:

(when in South Africa): +(27) 82 419 0296

(when in Zimbabwe): +(263) 11 207 116

(when in Zimbabwe): +(263) 11 231 833

TIPPING - GRATUITIES

This is entirely at the guest's discretion. Tips will be divided equally between members of staff. Our recommended gratuity for the full trip is R500 per guest. Gratuities may be added to the final account or can be handed to the Train Manager. Please do not tip staff members individually.

TOILETRIES

Please feel free to ask the Train Manager for assistance with regards to items that may have been forgotten.

TRANSFERS

Only transfers to and from local airports, and hotels close to the airports, to the train are included in the price. There will be a charge for all other transfers.

Please note that transfers to and from Livingstone Airport to the train in Victoria Falls will carry a charge of ZAR 300.00 per person.

TRAVEL INSURANCE

All guests must provide proof of comprehensive travel insurance including but not limited to medical cost, emergency evacuation & repatriation, cancellation or curtailment, loss of baggage, personal possessions or money. Guests not able to provide proof of insurance will have to buy insurance before they are allowed to depart on the trains

UPGRADES

Your Train Manager will gladly discuss upgrading to more spacious accommodation

(JM 12.03.13)

Head Office

Tel: 0861 JBTOURS, 0861 52 86 87 or +27 11 913 2442

Fax: 086 687 7344 or +27 11 913 0552

E-mail: info@jbtours.co.za, Web: www.jbtours.co.za

PO Box 17406, Sunward Park, 1470, South Africa

