



## PEMBURY TOURS

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### BOOKING TERMS & CONDITIONS – TAILORMADE ITINERARIES

#### 1. INTERPRETATION

- 1.1. Except where the context otherwise dictates the following words and phrases bear the following meanings:
  - “the client”: the person or persons for whom the tailormade itinerary is prepared.
  - “force majeure event”: an event beyond the Tour Operator’s control which in terms of the common law excuses non-performance, or delayed or reduced performance, by the Tour Operator.
  - “tour”: a tour, day-trip, safari or combination of them, described singularly or in combination in the tailormade itinerary.
  - “the Tour Operator”: Karridene 112 cc trading as Pembury Tours.
- 1.1. Headings herein are for guidance only and are not a part of this agreement
- 1.2. References herein to a gender include both the others; and references to the singular include the plural and to a natural include a juristic person and vice versa in each case.

#### 2. ACCEPTANCE OF BOOKINGS; GENERAL TERMS

- 2.1. No contract between the Tour Operator and the Client shall come into existence unless and until the client has accepted these Terms & Conditions and paid a non-refundable deposit of 20% of the tour price.
- 2.2. Acceptance of these Terms & Conditions will either be by clicking the “Accept” button on a page of a website provided by Pembury Tours or by signing a booking form provided by Pembury Tours, whichever is applicable.
- 2.3. The person accepting the Terms & Conditions shall be deemed (notwithstanding lack of actual authority, if this is applicable) to be accepting them on behalf of all persons participating in the applicable tailormade itinerary and is responsible to ensure that all such persons are aware of these conditions. The Tour Operator reserves the right to refuse to commence the rendition of any services contracted for unless the Client accepted these Terms & Conditions and, if the Client refuses to accept, to treat such refusal as a cancellation in terms, mutatis mutandis, of clause 4.1.
- 2.4. No variation (unless specially and specifically reduced to writing) of these conditions shall be of any force or effect, and no person other than an equity-holding member of the Tour Operator has authority to assent to such a variation.
- 2.5. These conditions and all other matters arising from the contract between the Client and the Tour Operator are governed and are to be interpreted according to the law of South Africa and subject to the exclusive jurisdiction of the South African courts.

#### 3. PAYMENTS

- 3.1. To book a tour the Client must send a non-refundable deposit of 20% of the tour price. The balance of the tour price must be paid not later than 60 days before the tour departure date, otherwise the Tour Operator may treat the booking as cancelled and apply cancellation charges as set out in clause 4.
- 3.2. If a tour is booked less than 60 days before the departure date, the Client must pay the full tour price.
- 3.3. Monies paid by the Client to a travel agent making the Client’s booking are held by that agent:
  - 3.3.1 as agent for the Client until a confirmation invoice is issued by the Tour Operator; and thereafter

3.3.2 as agent for the Tour Operator and payable to the Tour Operator on demand.

4. CANCELLATION

4.1. Cancellation of a booking must be made in writing by the person accepting these Terms & Conditions and is not effective until such notification is received by the Tour Operator. If the cancellation is received 60 days or more before departure, the deposit shall be forfeited. In the event of cancellation 59 days or less prior to departure, the full cost of the tour will be forfeited. It is strongly recommended that travel insurance be taken out to cover against such charges. In these circumstances, whilst making no guarantees, the Tour Operator will attempt to limit the cancellation charges but this will be solely at the Tour Operator's discretion and shall be largely, but not exclusively, dependent on cancellation charges levied on it by its suppliers.

4.2. Once the tour has started, no refunds will be made under any circumstances for any unused sector. If the Tour Operator has to cancel a tour, the Client will be offered the choice of an alternative tour if available or a refund of all moneys paid toward the tour fare.

5. ALTERATIONS TO PRICE AND SERVICES

5.1. The Tour Operator may make minor changes to any tour without any right of compensation to the Client. Major changes such as, without limitation, major alterations of itinerary, overnight stops, destination or timing, may be effected by the Tour Operator at its discretion for reasons of safety, convenience, a force majeure event, accident or breakdown (subject to 6.3 below)

6. LIMITATION OF LIABILITY

6.1. The Client acknowledges that the Tour Operator's liability for loss of or damage to the Client's property or for personal injury to or death of the Client (or any minor child or person under any disability upon whose behalf, whether as parent, in loco parents, as guardian, or howsoever, a tour is booked by the Client) is limited to those liabilities against which the Tour Operator is obliged to be insured (and against which it warrants that it is insured). Specifically (but without limitation) the Client's attention is drawn to the fact that the limit of insurance (and thus liability) for any injury to a passenger caused by or attributed to the Tour Operator is (in the aggregate and regardless of the number of claims encompassed) R5,000,000.00 per incident. Particulars of the Tour Operator's insurances will be furnished on request.

6.2. Additionally to, and without derogation from, clause 6.1 above, the Tour Operator is liable only for losses, damage and personal injury suffered or sustained by the Client in the course of services provided by the Tour Operator in the course of a tour and caused by or attributable to the Tour Operator, which services do not include the provision of accommodation, sightseeing tours and other services of any nature provided by third parties, which said third parties are independent of the Tour Operator. In securing for the Client bookings for services provided by such third parties the tour Operator takes no undertaking nor gives any warranty as to the provision of any services or goods, accepts no liability for any failure to provide the same, and does not indemnify the Client against any loss, damage or injury caused by or attributable to such third parties.

6.3. In no circumstances will the tour Operator be liable for any consequential damages, or to any extent beyond the cost of a tour, because of cancellation or major alteration of that tour, even if such cancellation or alteration occurs by reason of fault of or attributable to the Tour Operator.