PEMBURY TOURS

1. INTERPRETATION

1.1. Except where the context otherwise dictates the following words and phrases bear the following meanings:
"the Client": the person listed in a booking form
"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 on the Tour Operator's website
"the Tour Operator": Karridene 112 CC trading as Pembury Tours.

1.2 Headings herein are for guidance only and are not a part of this agreement

1.3 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:

2.1.1 the Tour Operator has received a signed booking form, and

2.1.2 the Tour Operator has received a **non-refundable** deposit of **20%** of the tour price, and

2.1.3 the Tour Operator has issued to the Client or his travel agent a confirmation.

2.2 The person signing the booking form shall be deemed (notwithstanding lack of actual authority, if this is applicable) to be signing on behalf of all persons listed in the form and is responsible to ensure that all such persons are aware of these conditions.

2.3 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.

2.4 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 with his booking form. The balance of the tour fare must be paid not later than 61 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 particular supplier (e.g. hotel or airline) requires more than 20% deposit, the Tour Operator may request a higher deposit from the Client and the Terms and Conditions of that supplier shall apply in terms of whether or not that deposit is refundable.

3.3 If a tour is booked less than 60 days before the departure date, the Client must send the full tour price with his booking form.

4 CANCELLATION & POSTPONEMENTS

4.1 Cancellation or postponement of a booking must be made in writing by the person signing the booking form and is not effective until such notification is received and acknowledged by the Tour Operator.

4.2 In the event of cancellation or postponement for any reason 61 days or more before departure:

4.2.1 Postponements – the full value of payments made to date shall be credited to a future tour.

4.2.2 Cancellations – the deposit of 20% shall be forfeited and the balance of 80% shall be refunded to the Client.

4.3 In the event of cancellation or postponement 60 days or less before departure, the full value of payments made to date shall be forfeited. It is strongly recommended that comprehensive travel insurance be taken out to cover against such charges.

4.4 If a particular supplier (e.g. hotel or airline) has more onerous cancellation terms than clause 4.2.2 above, the Tour Operator shall inform the Client before the reservation is made and said supplier's terms and conditions shall apply.

4.5 Once the tour has started, no refunds will be made under any circumstances for any unused sector.

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.

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 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 of major alteration of that tour, even if such cancellation or alteration occurs by reason of fault of or attributable to the Tour Operator.

I have read the above booking conditions and accept them on behalf of all members of my party by whom I am duly authorised to make this agreement.

Full name: _____

Signature: _____ **Date:** _____