



TERMS & CONDITIONS

APPLICATION

All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of Oceanview Tours cc ('the Company') are subject to these terms and conditions ('the Conditions'). All references in these terms and conditions to "client" shall include references to an agent of the client, with such changes as the context may require.

THE CLIENT AND AUTHORITY

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

BOOKINGS

The Company reserves the right not to confirm the booking until the full amount set out in the invoice received by client is paid and has been received by the Company and all the relevant documentation has been signed and completed in full by the client. Any amendments to, or cancellation of the booking shall be subject to these terms and conditions.

TOUR PRICE

While Oceanview Tours has utilized its best endeavours to ensure the accuracy of the tour price, such price is subject to change as a result of factors beyond Oceanview Tours' reasonable control, in which event Oceanview Tours shall utilize its best efforts to notify clients of such change as soon as possible. The tour price includes only those services/items that are included as per the itinerary, and the client shall be responsible and pay for any additional items where, as required by the Company from time to time, such payment is made either directly to a third party service provider or to the Company for settlement with a third party service provider.

PAYMENT

The Tour Price is due not later than 7 days prior to the first day of the tour. If the final payment is not received on time, the Company may cancel the tour/s.

RESPONSIBILITY

All tours are booked and arrangements are made, on the express condition that the Company, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, death, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client), their luggage, or other property, wherever, whenever and however the same may occur. The Client indemnifies and holds harmless the Company, its employees and agents accordingly. The Company, its employees and agents shall further more not be liable for any consequential loss or damages whatsoever.

CANCELLATION

In the event of Client cancelling their reservations, the client shall be liable to pay the following penalties to the Company –

- cancellation between 28 - 22 days prior to the first day of the tour, a cancellation fee equal to 50% of the tour price;*
- cancellation between 21 -14 days prior to the first day of the tour, a cancellation fee equal to 75% of the tour price; and*
- cancellation less than 14 days prior to the first day of the tour or “no shows”, a cancellation fee of 100% of the tour price.*

The Company reserves the right to cancel any tour before departure, in which event the entire payment will be refunded without any further obligation on the part of the Company.

INSURANCE

It is strongly advised that all Clients take out adequate insurance cover such as cancellation due to illness, accident or injury. Personal accident and personal liability are also recommended. The Company will not be responsible or liable if the Client fails to take adequate insurance cover or at all.

HEALTH

The client accepts that to participate in the tour requires a measure of physical fitness and health and it is the client's obligation to ensure that he/she is medically fit to embark on the tour.

FORCE MAJEURE

Unforeseen circumstances including but not limited to war, mechanical breakdowns, weather, riots and other unforeseen reasons beyond the control of the Company may cause delays or alterations to the tour. The Company shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these.

PASSPORTS & VISAS

It is the entirely the Client duty to ensure that all passports and visas are current, valid and obtained on time, are valid, and will be valid for six months after return to home country and that any vaccinations, inoculations and the like, where required, have been obtained. Please check the requirements with your travel agent or the Company before traveling.

NOTE: CLIENT MUST ENSURE THEY HAVE 2 BLANK PAGES IN PASSPORT

UNSCHEDULED EXTENSIONS

In the unlikely event of there being unscheduled alterations to the itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the Company, its agents or principals, it is understood that expenses relating to these unscheduled extensions will be for the Client's account.

LEGAL JURISDICTION

South African law and the jurisdiction of South African courts will govern the relationship between the Client and the Company. The Company shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

CONDUCT

The Client agrees that he/she will at all times comply with the Company's or others' requirements in regard to his/her conduct.

AMENDMENTS

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the Company.

REFUNDS

No refunds will be considered in any circumstances whatsoever.

LIMITATION OF LIABILITY -

The Company will under no circumstances be liable for any claim whatsoever, unless such claim is due to the gross negligence of the Company and such claim is lodged in writing with the Company within 30 (thirty) days after the end of the tour. Such liability will be subject to a limitation per Client and under no circumstances will the Company be liable for any indirect or consequential loss or damage.

LEGAL FEES

The Client will be liable for all legal fees on an attorney and own client scale in the event that the Company has to engage a lawyer to enforce any of its rights or otherwise.

CONFIDENTIALITY

The Company undertakes to deal with all Client information on a strictly confidential basis.

ENTIRE CONTRACT

The Conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Company or otherwise that is not included herein.