

TCD Destination Management Company Proprietary Limited

t/a

The Cape Discovered

Terms & Conditions of Service and Release of Liability

General Information

TCD Destination Management Company Proprietary Limited, t/a *The Cape Discovered* is a specialist boutique South African travel and safari tour operator and destination management company, providing in-depth advice and tailor-made bespoke holiday solutions for its Clients. *The Cape Discovered* acts as an agent of and on behalf of its Client in procuring travel services and tailoring unique travel plans, and under no circumstances shall be liable for any loss, damage or delay due to acts, errors or omissions by the principle concerned, whether accidental or not.

Please familiarize yourself with these Terms and Conditions. By accepting the final tour documents and paying the deposit the Client confirms his/her understanding of and agreement to all of these Terms and Conditions and the Release of Liability.

Within these Terms & Conditions, "TCD" or the "Company" shall mean TCD Destination Management Company Proprietary Limited, a company registered according to the company laws of the Republic of South Africa, including its representatives, employees and directors. The 'Client' shall mean the person making a booking and each person named as part of the tour group.

Contract

There shall be no binding contract between TCD and the Client until the following conditions are met:

- The 50% deposit has been paid; and
- The Terms and Conditions of Service and Release of Liability have been signed by the Client.

Reservations

Reservations should be made well in advance as some transport, accommodation and other service providers have limited capacity, and sell out well in advance for certain times of the year. To ensure better availability at your first choice, an early reservation is essential.

TCD Destination Management Company Proprietary Limited t/a *The Cape Discovered*
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tcdtours

Your Journey of Discovery starts here

The quoted booking price is based on, inter alia, transport costs, accommodation prices and other relevant rates prevailing at the date of TCD's quotation. Because of inflation and the volatility of exchange rates, all prices are subject to change or surcharge. Following payment of the deposit, the Client's has the opportunity to settle the outstanding balance in full to avoid any potential price increases (should they occur). No price increases are permitted after the balance is paid in full.

The Client agrees that in the event of there being any increase in any such costs prior to receipt by the Supplier of the final payment, such increase shall be for the Clients account (unless otherwise agreed to in writing by TCD or the supplier concerned) and shall be payable, without deduction or set-off, simultaneously with the final payment contemplated in this document, failing which TCD reserves the right to withhold all travel documentation and related services.

All quotations given by TCD in connection with the services to a Client shall be in writing. Quotations for travel in South Africa shall be inclusive of South African value added tax (where applicable). Acceptance of any quotation by a Client shall be in writing. TCD reserves the right to amend any quotation, even after acceptance by the Client, in the event of any adverse currency fluctuations, increases in Government or Statutory levies, increases levied by third party suppliers, such as airlines, providers of accommodation and transportation and other third party suppliers, in respect of the services prior to receipt of the full balance.

Payment Schedule

A non-refundable deposit of 50% of the package cost is generally required to confirm a booking, unless otherwise agreed.

Additional payments may be required should supplier conditions so dictate.

If the departure date is within 90 days of booking, full and final payment will be required in lieu of deposit.

The full balance due by the Client shall be payable not less than 90 days prior to the date of departure/start of services, unless otherwise agreed.

No Client will be permitted to commence any itinerary without payment in full being received by TCD. If the full amount is not received, the Company shall be entitled in its discretion to treat the reservation as cancelled, without refund of amounts paid to date.

Invoices in foreign currencies shall be paid by no later than the date specified on the original invoice. If payment is not made within this stipulated time period, the Client is obligated to request a new invoice as the due amount is subject to currency fluctuations.

Clients are requested to settle payment by means of a bank transfer - the amount is to be converted by the Client's bankers to ZAR prior to transfer if the Client's account is in a currency other than ZAR.

It is the Client's responsibility to inform and instruct their bankers that the net invoice amount must be equal to the funds clearing into TCD's bank account and that bank charges are for the Client's account.

Cancellations

Cancellations of confirmed bookings may only take place according to the procedure outlined in this clause.

There will be no refund for unused arrangements (transfers, transport, accommodation and activities) after departure from the Client's home country.

All requests for cancellations of a booking by a Client shall be made in writing to TCD and shall only be effective upon its acknowledged receipt by the Company.

TCD will endeavour to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of the Client, TCD reserves the right to claim the services, administration, communication and cancellation charges which will include, but not be limited to, any charges levied by any supplier against the Company in respect of such booking.

The following cancellation fees shall be applicable and shall be calculated as follows:

- Cancellation more than 90 days prior to tour commencement:
non-refundable deposit of 50% is forfeited;
- Cancellation less than 90 days prior to tour commencement:
100% of total cost paid is forfeited.

The amount of days notice given by the Client is calculated as date of receipt by TCD of a Client's cancellation request, less the date of embarkation by the Client. For the avoidance of any doubt, "embarkation" shall mean the date on which a Client is booked to commence travel, an excursion or any activity for which the services are booked, whichever is the greater value.

If a Client fails to join a tour or activity, or arrive for a booked transfer, or check into a reserved accommodation; or joins / arrives / checks in after departure / late; or leaves prior to its completion; no refund or rebate will be made.

Any cancellation of any air ticket on a Client's behalf will be subject to the relevant airline's applicable terms and conditions relating to the fare type chosen. The Client acknowledges and agrees that any cancelled airline tickets presented for refund will be subject to delays and that any such refund may be denied by the airline. TCD will endeavour to expedite any such refund, but will only be obliged to refund any such amounts on receipt thereof from the relevant airline. In some instances, unused airline tickets are not refundable. Certain packages are 100% non-refundable from time of booking.

Changes and Alterations

"Force Majeure" means, in relation to TCD, any circumstances beyond the reasonable control of the Company (including, but not limited to, acts of God, explosion, flood, fire, earthquake, war or threat of war, sabotage, civil disturbance, strike, lockout or other labour dispute, quarantine, government intervention, weather condition or other unexpected occurrence).

TCD shall not be deemed to be in breach of these terms and conditions or otherwise be liable to the Client, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement.

No refunds are given for circumstances arising beyond the Company's control, necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of the tour or safari.

In the unlikely event of a vehicle breakdown, beyond the Company's control, TCD will arrange to have vehicle repaired in the fastest possible time or source an alternative suitable vehicle. The Company reserves the right to alter the itinerary accordingly in order to make up any time lost due to any unforeseen circumstances.

Insurance

Travel and cancellation insurance is strongly recommended for every Client, and should be purchased at the time of making the deposit.

All insurance is solely the responsibility of the Client. Before a Client commences a tour, he/she should arrange his/her own insurance with protection for the full duration of the travel, to cover including, but not limited to, personal injury; damage, theft or loss of personal items including, but not limited to, money, camera equipment and other electronic equipment; emergency evacuation and medical expenses; repatriation expenses; and loss of luggage.

If a Client falls ill, all hospital expenses, medical expenses, doctor's fees and repatriation costs are the Client's responsibility and TCD shall not be liable for any refund whatsoever.

The carriage and storage of all baggage and personal effects are at all times the Client's risk and TCD accepts no liability for any loss or damage of baggage or personal effects. It is the Clients' responsibility to ensure all personal items are covered by travel insurance for the correct value.

Under no circumstances shall TCD be responsible for any costs or losses incurred or suffered by a Client with regard to, but not limited to, the above eventualities. TCD requests that you provide us with your insurance provider's name, together with the policy number and emergency contact telephone number, in case of emergency whilst the Client is travelling.

Limitation of Liability

The booking or reservation refers to all or any part of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of the Client with the suppliers, and excludes services of a peripheral nature.

TCD works with tour operators, airlines, transport, accommodation and service providers, and other travel organizations in the capacity of an agent only and accordingly, on receipt by TCD of any booking (which booking shall be deemed to constitute a Client's acceptance of these terms and conditions), TCD shall transmit any such booking to the supplier concerned and endeavour to secure all reservations and arrangements in a timely manner.

All vouchers, receipts and tickets issued are subject to the terms and conditions specified by the providers of such services. Client acceptance of the vouchers or tickets and/or the Client utilizing the services comprising any TCD tour or package, will be deemed to constitute the Clients acceptance of the suppliers' terms and conditions.

Whilst TCD will take reasonable steps to secure your reservations in a timely manner and to ensure your comfort and safety, participation in any tours or packages offered by the suppliers (including transportation to and from any venues) is at the Client's risk. Accordingly, the Client will have no claim (whether for loss, damage, injury, accident, delay or inconvenience to any person and/or their luggage or other property) against TCD, howsoever such loss may occur and whether the same shall arise from or be occasioned by the negligence of the indemnified parties or otherwise.

The suppliers may be indemnified against any liability for any damage or loss (howsoever arising) that a Client may suffer in that they act as agents themselves or have contracted out of liability and it is therefore recommended that you take out adequate insurance cover.

TCD will endeavour to confirm the status of any booking in writing in a timely manner. Where TCD is unable to do so, failure to provide written confirmation shall not negate the validity and/or conditions of the booking, nor will the Company's failure to do so constitute an act of negligence or breach on its part.

In the event of the Client wishing to amend his reservation in any way, TCD may elect, in its sole discretion and without obligation to do so, to charge an amendment fee as it deems necessary.

The Client shall be obliged to advise TCD in writing at the time of booking of any special requests, needs or facilities required by him/her due to medical needs, requirements relating to disabilities, special dietary requirements, refrigeration for the storage of insulin and other medically prescribed drugs, and any other requirements incidental thereto. The costs of complying with such special requests, needs or facilities shall be borne by the Client and shall be payable on demand. Unless proven to be due to gross negligence or willful misconduct, if for any reason such requests are not met during the time of the Clients travel, the Client shall have no claim against TCD for any damages suffered.

In the event of there being an unscheduled extension to the booking caused by Force Majeure, it is understood that expenses relating to such unscheduled extensions (e.g. hotel accommodation) will be for the Client's account and TCD cannot be held liable therefore.

In the event that any supplier is unable to provide the service booked on behalf of the Client, TCD will endeavour to offer the Client alternative arrangements of similar classification and in the same area, wherever possible. Should the Client be unwilling or unable to accept the alternative arrangements offered by TCD, any refunds to which the Client may be entitled is subject to the terms and conditions of the relevant supplier and to the terms for cancellation provided for herein. Any refund in respect of any commission paid or payable to TCD shall be at the sole discretion of the Company.

Air Travel, Taxes and Liability

Please note that in the event of flights being booked and secured by TCD on behalf of Clients, payment is required by Client's credit card. In addition to this, when booking flights through TCD, we require a copy of all passenger's passports and the full passenger names and passport details. Airlines require the full names of passengers as printed in their passports and will not accept changes once tickets are issued. TCD accepts no responsibility for incorrect passport numbers or incorrect spelling of names provided by the Client.

Air transportation will be Economy Class, unless otherwise requested and/or stated.

The airfare and airport tax, which are quoted, are current and are subject to change without prior warning should the airline impose an increase in rates for any reason. Should the fare quoted not be available at the time of booking, the next applicable fare will be booked and amended costs advised accordingly.

Please note that fares may increase between time of booking, time of payment and the ticket being issued. Any increase in air fares shall be payable on demand by the Client.

TCD cannot be held responsible should airlines discontinue flights on certain routings or change scheduled timetables resulting in missed connections. Should an amendment in routing or itinerary be necessary, any additional costs incurred will be borne by the Client and shall be payable to TCD on demand.

Many airlines/airports have extended check-in times of both domestic and international flights. It is the Client's responsibility to ensure that enough time is allowed in order not to miss connecting flights and transfers. TCD cannot be held responsible for any delays or circumstances that may result in a Client missing their flight or subsequent transfers.

In the case of a lost air ticket, it may be possible to re-issue the ticket for a fee. A new ticket may have to be purchased at the current fare price. You may then apply for a lost ticket refund by completing the appropriate form(s). Lost air tickets that cannot be re-issued are refunded at the sole discretion of the airline; these refunds can take up to 1 year to be authorized. Please note that for each air ticket there are additional terms specific to that fare. You must read the FLGHT RULES for each ticket.

In relation to airline tickets, the Client is required to use all flight coupons in sequential order. If this requirement is not met, the airline may void the ticket. The onus rests on the Client to carefully check and correct any mistakes in the flight reservation request and in any confirmation thereof received from the airline via TCD.

Airfares and prices displayed include pre-paid taxes only where specified and are subject to airline availability. Fares and prices are not guaranteed until you receive a confirmation email and your credit card has been charged. Airline fare conditions and class of travel may change at any time. Routing restrictions and other special conditions may apply.

All onward and return flights must be confirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey, unless the Client is specifically informed otherwise by the airline.

All Travel Taxes & Fees imposed by governments and airlines are NOT included in the land tour rate quotes; these are included in your airfares. The prices do not cover the costs and expenses, including your trip home, if you leave the tour, whether by your own choice, due to illness, action by government, to other reason.

Airline contract: The airlines are not responsible for any act, omission or event during the time the passengers are not aboard their conveyance. The passenger contract in use by the airlines concerned when issued, shall constitute the sole contract between the airline and the purchaser of the ticket. Prices are based on current tariffs and are subject to adjustment without notice prior to issue of tickets.

Health Restrictions

The Client acknowledges an awareness of the proposed itinerary and confirms that he/she is medically fit, in good physical and mental health and is able to embark on the trip.

Any Client with a pre-existing medical condition or illness must declare the true nature of such a condition to TCD before the commencement of the tour and make arrangements for the provision of any drugs or other course of treatment, which may be required during your trip. In some cases, the Client may be required to provide a medical statement from a medical practitioner to confirm that he/she is fit to travel Any failure to declare may result in the cancellation of his/her booking.

Company Authority

Any decision made by the tour guide, acting as TCD's representative, shall be deemed final on all matters.

TCD shall not be responsible or liable for any Client who commits an illegal act, or the consequences of such an illegal act. The Client may in such circumstances, at the sole discretion of the Company or Company representative, be excluded from the tour without a refund.

If TCD considers a Client unsuitable to continue a tour (due to mental or physical illness or implied danger to any other Client or Company representative), it may at its sole discretion decline to carry the Client further, without any refund whatsoever. If a Client causes severe inconvenience or annoyance to other Clients, the Company may decline to carry the Client further, without any refund whatsoever. This will only occur after extensive intervention by the Company's representative.

Company Responsibility

TCD acts as agent for the Client in matters pertaining to travel. The Company assumes neither responsibility nor liability in connection with any act, error, omission, injury, loss, accident, delay or irregularity on the part of any third party engaged in conveying, accommodating or servicing the Client.

In the event that it becomes necessary or advisable for the comfort or well being of the Client, or for any reason whatsoever, to alter the itinerary arrangements, such alterations may be made without penalty to TCD. Additional expenses, if any, shall be borne by the Client, conversely any refund will be made to the Client if any saving is effected thereby.

The information in any brochure and printed itineraries is given in good faith by TCD, and is based on the latest information available to the Company. Printed itineraries serve as a guideline only. TCD reserves the right to change the accommodation, transport or activities described in any documentation without being liable for any compensation or refund.

INCLUDED IN BOOKING AND TOUR PRICE

Custom Tour Planning:

Tour planning, preparation and operating costs are included in the tour package price quoted. These prices are based on tariffs, taxes and exchange rates in effect at the time. TCD reserves the right to increase tour prices due to changes in tariffs, taxes or exchange rates prior to receipt of payment in full.

Revisions to a Custom Itinerary:

Although we try our best to be accommodating, we cannot guarantee that it will be possible to make a requested revision or change. A fee may be applicable.

Transfers:

Between airports, ports, rail stations, motor coach terminals and accommodations are provided, when specified. Transfers include up to 2 pieces of luggage per person. Airlines and charters may be more restrictive as to the luggage they allow and you are subject to their restriction.

Accommodations:

As specified in the itinerary, or similar, provided in hotels, lodges, camps, guest houses and B&B's, based on two persons sharing a room with private bath or shower. We may substitute accommodations when we consider it necessary or appropriate. Service charges and taxes are included for all accommodations.

Meals:

Where provided, are specified in each Itinerary, (B) breakfast, (L) lunch, (D) dinner.

Sightseeing:

As specified in each itinerary. We use the modern, comfortable transportation, with English speaking guides/drivers. Other languages may be accommodated with prior arrangement.

Client Responsibility

The onus is on the Client to fully acquaint themselves with the Terms and Conditions set out herein and all matters related to their trip such as visas, required documentation, payment schedules and cancellation policies.

It is the Client's sole responsibility to ensure that passports, visas, travel permits and inoculations required for the tour, are obtained well in advance and are in order. It is the Client's responsibility to meet any additional costs incurred either by the Client (or by TCD on the Client's behalf) as a result of any failure by the Client to comply with such requirements. TCD may not be held liable for any failure on the part of a Client to be in possession of the correct travel documentation.

It is the Client's responsibility to be aware of malaria, yellow fever and other potential diseases when traveling to Africa and to take all necessary vaccinations and precautions as are required in the prevention of these diseases, which are endemic to certain regions of Africa and South Africa. Prior to embarking, the Client is advised to visit a medical practitioner or a travel clinic to obtain the necessary vaccinations, medication and advice. TCD does not accept any responsibility whatsoever should a Client be refused entry to any country due to incorrect or incomplete health documentation or vaccinations.

Please note that anyone traveling to Southern Africa must have two consecutive blank pages in their passport, which lie side by side when the passport is open (i.e. a left and a right hand page). Passengers traveling to Southern Africa with passports that do not comply with this requirement may either be stopped from boarding the aircraft or risk deportation on arrival in Southern Africa. Passports should also be valid for at least 6 months after the last date of travel.

US and Canadian passport holders will require a valid passport for visiting South Africa on vacation. For a stay not exceeding 90 days, no Visa is currently required.

NOT INCLUDED IN BOOKING AND TOUR PRICE

Such costs, which are the Client's responsibility include, but are not limited to, the cost of travel and medical insurances, including insurance cover for cancellation and curtailment, personal injury, damage, theft or loss of personal items, medical expenses and emergency evacuation, and repatriation costs.

All items of a personal nature such as drinks, snacks, laundry, phone calls, internet, paid TV entertainment, meals not specified in the itinerary, medicines, gratuities and any optional excursion not reflected on the booking reservation.

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Land component only prices does not included airfares, costs to obtain passports, visas, inoculations, excess baggage, personal and baggage insurance, and local airport taxes.

These are examples of non-included items and not an exhaustive list.

Luggage Allowance

Airline baggage limits:

Fees for checked baggage may apply and vary by airline. For complete information please visit the airlines' websites. Some details are stated in the tour documents.

Baggage for charter flights:

On charter flights you are permitted one soft sided-bag, weighing no more than the limit stated in the tour documents. The weight limit may be as low as 25lbs, depending on aircraft type and destination. Passengers are responsible for arranging and paying to store excess luggage.

Luggage and personal effects are at owner's risk throughout travel.

Children

A child of 12 years and older will automatically be regarded as an adult and charged the full adult rate for all services provided unless otherwise agreed in writing.

Certain suppliers offer a discounted rate to children under 12 years old, however rates will be advised according to the itinerary requested at the time of booking.

Certain accommodation establishments refuse permission to children under the age of 12 years, such as certain private game lodges and hotels. Acceptance of children is therefore subject to the availability of family units and specific conditions implemented by the supplier.

Suppliers who allow children under 12 may have restrictions regarding activities in which children may partake. This is at the discretion of the supplier and needs to be confirmed at the time of booking.

TCD cannot be held liable for any changes to child policies of third party service providers.

Governing Law

This Agreement and all matters or disputes incidental thereto or arising there from shall in all respects be governed by and construed in accordance with the laws of **South Africa**, including all matters of construction, validity and performance.

Web Disclaimer

Information on the Company's website is provided as a guideline. While we try to keep it accurate and up-to-date, no guarantee can be made. Prices quoted on the website are only a guideline and subject to confirmation when making your enquiry or booking. Prices can change without notice or website update.

No link to third party websites should be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information provided by the external link is done so at your own risk.

Claims and Complaints

In the unlikely event that the Client has a complaint against TCD or a service provider, the Company must be informed immediately, in order that an opportunity is afforded to the Company to investigate the situation and provide redress. If the Client has any further complaints, these must be lodged in writing to TCD within one month of the tour end date. If these procedures are not followed, the Company will not start or continue any such investigation of said complaint.

Release of Liability

The Client hereby acknowledges, confirms and records that he/she understands the risk inherent in travel in African destinations and associated activities. The Client is accepted onto the tour and undertakes to do the tour, travel or activity at his/her own risk. The Client agrees and concedes that TCD shall not be responsible for loss or damage to possessions, or injury or illness to the Client, or loss of life, or consequential damages, which might occur from any cause whatsoever, unless directly caused by the Company's negligence.

This Release of Liability and assumption of risk agreement is entered into on behalf of the Client, including all members of your group, also including minors accompanying you. This agreement also binds the Client's heirs, legal representatives and assigns.

Entered into between: **TCD Destination Management Company Proprietary Limited**

Company Representative: Melinda Woodhead

Signature: _____

and *(Please print clearly.)*

Passenger Name: _____

Signed by (please print your name here): _____

Signature: _____

Date: _____

Signed at: _____