



## THINGS YOU OUGHT TO KNOW – CONDITIONS OF CONTRACT

### RESERVATION PAYMENT AND LATE BOOKINGS

All reservations are confirmed on the condition that a non-refundable deposit is paid to **Seagull Tours**. The balance owing must be paid by the date stipulated on the invoice but not less than ten (10) weeks prior to departure. Prices are quoted in this brochure at the ruling daily exchange. Until Seagull have received full payment, we reserve the right to change any variations to the passengers account. Seagull reserves the right to cancel any reservations in respect of which payment is not made timeously. The onus will be on the passenger to check that there have been no changes in price prior to making final payment. Seagull guarantee the price of land arrangements once full payment is received, except where any subsequent increase is beyond the control of Seagull. Should payment be received later and Seagull has to make use of a courier service, the cost will be for the passenger's account. In the event of any reservation being completed less than 30 days prior to the date of departure, Seagull shall be entitled to levy a late reservation fee. An amendment fee to cover communication expenses will be levied for any changes to the confirmed itinerary.

### PRICE CHANGES

The costs associated with travel arrangements are not always stable, and currency movements can fluctuate sharply. It is impossible to predict these movements in advance. When you book a tour through us, we reserve the right to pass on any surcharges to you. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel and security charges, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates applied to the particular tour.

### CANCELLATION

In the event of passengers cancelling their reservations, **Seagull Tours** shall have the right to claim to total amount of any deposit paid by such a passenger or to claim any damages suffered by the company. In accordance with the policy adopted by Tour Operators all over the world, **Seagull Tours** reserves the right to cancel any tour before departure, in which event the entire payment will be refundable without any further obligation on the part of the Company. The following cancellation fees may be imposed unless otherwise stipulated are:

From the time of booking until full payment prior to departure - deposit is forfeited, thereafter the full amount is forfeited. The onus is on the client to obtain cancellation protection.

### INSURANCE

Insurance against cancellation, illness and for loss of baggage is highly recommended for all passengers travelling abroad with **Seagull Tours**. Passengers are responsible for their own insurance, and **Seagull Tours** will not be liable if anyone should fail to take adequate insurance cover. Where **Seagull Tours** does include a certain amount of medical insurance on specific holiday arrangements such as skiing, this can be supplemented at the passenger's option. All sporting activities undertaken by passengers are of their own choice and at their own risk. These include such activities as para-sailing, white water rafting, scuba diving and all other watersports, skiing, tobogganing and all other skiing activities. Seagull shall not be responsible for any accidents which may occur.

### PASSPORTS, VISA, VACCINATIONS AND INOCULATIONS

It is your responsibility to ensure that you and all those travelling with you have a valid passport and any necessary visas, and that you have obtained any necessary inoculations to gain entry to any country you are visiting and to re-enter South Africa. Passport and visa regulations and health requirements can change at any time, therefore, we recommend that you check your passport/visa requirements with the Embassy or Consulate of the country you intend to visit and that you consult your GP or the Department of Health regarding health requirements.

Seagull accepts no liability whatsoever should you, or any member of your party, travel without the correct passports, visas or necessary vaccinations. As a guideline, passports should be valid for 6 months after your scheduled return to South Africa.

## TRAVEL DOCUMENTS

Documents (vouchers, itineraries, etc.) are only prepared on receipt of full and final payment, copies of valid passports, signed conditions of this contract and ticket copies (if required).

It is important that you check all details of your travel documents before leaving South Africa. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact Seagull immediately. Seagull will not be held liable for any delay and/or loss occasioned as a result of inaccuracies on any travel documents once you are in receipt thereof and you have left South Africa.

### AMENDMENTS

No waiver, indulgence or amendment hereto shall be binding on **Seagull Tours** unless reduced to writing and signed on behalf of **Seagull Tours** by one of its directors.

### RESPONSIBILITY

All tours are booked and all tour arrangements are made on the express conditions that **Seagull Tours**, their servants and agents shall not be responsible for, and shall be exempt from, all liability in respect of any loss, damage, accident delay or inconvenience to any person, or his or her luggage, or other property, wherever, whenever and howsoever the same may occur.

**Seagull Tours**, their servants and agents shall further not be liable for any consequential loss or damage whatsoever, Seagull's agents have the authority to claim the cost of repair for any damages caused by the client to any property. South African Airways and other IATA carriers are not to be held responsible for any act or omission or event during the time passengers are not aboard the aircraft or conveyance. The carrier's liability acts, events and omissions which occur during the carriage by air is governed by applicable laws and regulations and by the conditions appearing on the carrier's ticket. It shall be responsibility of the passenger to confirm all flights and check the timing of departures with the airline in case there has been an unscheduled change and **Seagull Tours** have been unable to contact the passenger. **Seagull Tours** act as agents only for our local ground operators and accordingly accept no liability whatsoever for any loss or damage which any passenger may suffer of the failure of any such principals to fulfill their obligations whether in relation to travel arrangements, accommodation or otherwise howsoever.

### UNSCHEDULED EXTENSION/BREAKAWAYS

In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes or any other cause which is beyond the control of **Seagull Tours**, it is understood that the expenses relating to these unscheduled extensions (hotel accommodation, etc.) will be for the account of the passenger. While it is possible to break away from planned holiday itineraries, it is understood that the extra expenses incurred as a result of such a breakaway will be for the passenger's account and any unused service will not be refunded.

### ITINERARY VARIATIONS

While every effort is made to keep to all published itineraries, we reserve the right to make changes for your convenience. In some cases, weather conditions can necessitate an alteration in the tour itinerary and this does not constitute any reason for refund. No refund for unused service will be considered. In the event that the stipulated hotel accommodation, excursion, service, etc. is unavailable for any reason whatsoever, **Seagull Tours** undertakes to provide like or better accommodation, etc. at the same price quoted to the passenger.

### JURISDICTION OF THE MAGISTRATE'S COURT

**Seagull Tours** shall be entitled at its option to institute any legal proceedings arising out of or in connection with this contract in any Magistrate's Court having jurisdiction in terms of Section 29 of the Magistrate's Court Act No 32/1944 as amended. Notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

**Seagull Travel** is a member of IATA.

Date: ..... Signature: .....