

TOUR BOOKING AGREEMENT & CONDITIONS

- Prior to the tour, swimmers require a basic understanding of open water swimming and coastal swims, and
- be capable of completing the average daily swim distance of about 4km
- The maximum numbers of pax on-board liveboards will be determined by the size of the liveboards booked. **NO OVER-BOOKING ALLOWED.**
- The itinerary is an example of a standard itinerary on each specific tour booked, and an example of the swims that may take place during the tour. Actual swim locations and distances may vary according to local weather and sea conditions. Your tour leader and our staff will determine the most suitable swim conditions and locations should the weather change, and will communicate the plan with the group, every morning.
- Hotel accommodation is quoted per person sharing and single supplements and triple share arrangements will apply if possible.
- The tour prices are subject to change according to unexpected exchange rates, airfare, airport tax, government tax loading and land arrangement increases;
- **A Quotation is a quote only** – no bookings have been made. On confirmation of availability of flights, liveboard and hotels, bookings must be confirmed with a **25% booking deposit per passenger**. The booking deposit must be received within 14 working days of acceptance of the quote;
- Cancellation policy: The 25% booking deposit is non-refundable. Balance of payment, together with the completed Booking Form to be supplied with the trip invoice is required not less than 60 days prior to departure (or specified as per each specific destination/tour's agreed terms), as the airline policy for groups and FIT bookings requires that the airline tickets are issued 45 days prior to departure. Cancellation within 60-0 days of departure will incur 100% cancellation fees.
Any period of cancellation between deposit payment and 60 days will result in 25% forfeiture of the cost of the tour price.
- All payments must be made by cash, or electronic transfer to our bank account details on the invoice of the booking – regret that no credit card payments are accepted;
- Please see our full general booking conditions which apply to all quotes.

“The Organising Agents” and “the Company” shall for the purpose of the tour mean C-QUEST SWIM SAFARIS and all personnel, agents and parties acting on their behalf. “The Customer” shall mean the person(s) making payment on behalf of any passenger, or any passenger taking part in the tour. It is AGREED that the Organising Agents of the tour:

1. Reserve the right of participation in the tour;
2. Shall be entitled to make any arrangements for the issue of any ticket or coupon for transportation or for conveyance or any accommodation as they in their discretion may think advisable;
3. Shall not be liable, under any circumstances whatever and wherever in contract or delict for any damage, injury, death, loss, delay or inconvenience of any sort whatsoever which shall be caused to any passenger whilst on any tour or journey or while a temporary resident in any foreign country as a result of any arrangement made by the Organising Agents or any alleged failure by the Organising Agents to make satisfactory or any arrangements and whether caused through the act or default of any of the servants, agents or sub-contractors of the Organising Agents;
4. Reserve the right, in the event of any participant causing annoyance, disturbance or damage, or acting in such a manner as to be detrimental to the operation or good order of the tour, to require such participant

forthwith to leave the tour. In such case refunds (if any) will only be made at the discretion of the Organising Agents;

5. In issuing or obtaining the issue of any ticket or coupon, or making any arrangements for transport or conveyance or for accommodation, act as agent only and shall not in any way be liable as principals;
6. Advise that their couriers or representatives have no authority or permission to refund any monies paid or to give any right to claim a refund from the Organising Agents;
7. Shall not be obligated to make any refund for arrangements specified in the itinerary and not utilised by participants;
8. Cannot hold themselves responsible for the obtaining of refunds on lost or unused transportation tickets, although every effort will be made to claim settlement on behalf of passengers;
9. Advise that each passenger agrees that he, his heirs, executors, administrators and/or assigns shall indemnify the Organising Agents, its servants and agents from and against all claims for damages from any cause whatsoever to any person who may make a claim against the Organising Agents or any of them, whatever loss or damage to property in custody of the passengers or arising out of injury to, or the death of any passenger, whether or not such claim is based on the negligence of the Organising Agents or any subcontractors of the Organising Agents;
10. Reserve the right to cancel or abandon any tour; in such event, any monies paid will be refunded, less any expenses, disbursements or other commitments incurred on behalf of the passenger/s and in such event no further or other liability whatsoever will be accepted by the Organising Agents or any subcontractors of the Organising Agents. The right is further reserved to modify the tour in any way the Organising Agent may deem advisable;
11. The Organising Agent's overseas agents, operators of the tours, and the co-operation agents, act only in the capacity of agents for the passenger in all matters pertaining to hotel accommodations, sightseeing tours and transportation, whether by railroad, motorbus, car, steamship, motor yacht, airplane, or any other means and as such hold themselves free of responsibility for any damage occasioned from any cause whatsoever. They will not be responsible for any damage, expenses or inconvenience caused by late train or plane arrivals or departures, or by any change of schedule or other conditions, nor will they be responsible for the loss or damage to baggage, or any other article belonging to the passenger. The right is also reserved to decline to accept any person as a member of these trips at any time. It may at times become necessary to make changes or substitutions due to unforeseen circumstances;
12. Reserve the right in the event they do not receive sufficient support either to cancel the tour or raise the price accordingly;
13. Reserve the right to amend the tour cost at any time should any revaluation or devaluation occur in the South African Rand, British Pound Sterling, United States Dollar, or any other currency involved prior to the date of travel;
14. Reserve the right to increase or decrease the tour cost should there be an increase or decrease in the number of days to the tour. In addition, if there is an unscheduled extension or reduction of the tour for whatever reason, all expenses, for example, hotel accommodation, cancellation fees and the like will be for the participants account;
15. The airlines concerned are not to be held responsible for any act, omission, or event during the time passengers are not onboard the aircraft. The ticket in use by the airline when issued shall constitute the sole

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contract between the airline and the name of the passenger appearing on the ticket, regardless of who purchased the airline ticket. The airlines are solely responsible for all flying safety and insurance requirements and the flights are subject to the approval of the Department of Civil Aviation;

16. No liability on the part of the Organising Agents arising in any way out of this contract in respect of any tour, holiday, excursion or facility shall exceed the total amount paid or agreed to be paid for the Tour or holiday and shall in no case include any consequential loss or additional expense whatsoever.
17. Payment of the full contract price shall be paid as reflected on the invoice which follows acceptance of the quote. A booking deposit of 25% of the full contract price per person is payable within 14 days to confirm the booking;
18. The contract price is based on ruling airfares, airport taxes, hotel prices and land costs, and all other relevant costs ruling. In the event of there being any increase in any more of the afore going costs before the scheduled date of the Tour, such variations shall be for the account of the Customer, and shall be added to the Contract price and shall be payable by the Customer on request, as shall any increases in the Contract price arising from fluctuations in rates of exchange between the date hereof and the scheduled departure date of the Tour.
19. Should the Customer, or any one or more of the passenger(s) for whom he has booked the Tour wish to cancel the Tour, whatever the reason for such cancellation, except for reasons deriving from a disinclination to travel or from financial circumstances, the Company must be advised thereof in writing under the signature of the Customer at least ninety (90) days prior to departure. No cancellation will be considered deriving from disinclination or fear to travel or from financial circumstances. Cancellation fees shall be levied as follows:
 - (a) 25% booking deposit is, without exception, non-refundable;
 - (b) Cancellation taking place ninety (90) days or less prior to departure will result in 100% forfeiture of the cost of the tour price. Should the Customer find another Customer to take his place, any monetary considerations must be settled between the two Customers, including the cost of re-issuing airline ticket(s) with new passenger names;
 - (c) Any period of cancellation between deposit payment and 90 days will result in 25% forfeiture of the cost of the tour price.

In the event of the Company cancelling the Tour, which it shall be entitled to do at any time before the scheduled departure date, the amount paid by the Customer on account of the Contract price shall be refunded to the Customer.

20. **FORCE MAJEURE:** Meaning "superior force" "chance occurrence, unavoidable accident", is a common clause in contracts that essentially frees both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as war, strike, riot, crime, epidemic or an event described by the legal term act of God (hurricane, flood, earthquake, volcanic eruption), prevents one or both parties from fulfilling their obligations under the contract.

It may happen that due to circumstances beyond the Company's control it will be necessary for the Company to, and in such circumstances the Company shall be entitled to, change some of the aspects of the Tour, for example, timings, routes, motor yachts, hotels and the like. If the Company is obliged to make any such changes these will be kept to a minimum and the Customer will be advised of these changes at the earliest convenience.

If C-Quest Swim Safaris is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this agreement by reason of strike, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, adverse weather conditions, closure of ports or airports, air traffic control delays, technical problems, civil commotion, unrest

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or disturbances, cessation of labour, government interference or control, OR ANY OTHER CAUSE OR CONTINGENCY BEYOND THE CONTROL OF C-QUEST SWIM SAFARIS, C-QUEST SWIM SAFARIS SHALL BE RELIEVED OF ITS OBLIGATIONS DURING THE PERIOD THAT SUCH EVENT AND ITS CONSEQUENCES CONTINUE, BUT ONLY TO THE EXTENT SO PREVENTED AND SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN THE PERFORMANCE OF ANY OBLIGATIONS HEREUNDER OR LOSS OR DAMAGES EITHER DIRECT, GENERAL, SPECIAL OR ONSEQUENTIAL WHICH YOU MAY SUFFER DUE TO OR RESULTING FROM SUCH DELAY OR FAILURE. C-QUEST SWIM SAFARIS SHALL FORTHWITH PROVIDE WRITTEN NOTICE OF ANY SUCH INABILITY TO PERFORM. C-QUEST SWIM SAFARIS SHALL, UPON TERMINATION OF THE FORCE MAJEURE EVENT, FORTHWITH GIVE WRITTEN NOTICE THEREOF TO YOU. SHOULD SUCH FORCE MAJEURE CONTINUE FOR A PERIOD OF MORE THAN 90 DAYS THEN YOU SHALL NOT BE ENTITLED FORTHWITH TO CANCEL THIS AGREEMENT IN RESPECT OF ANY OBLIGATIONS STILL TO BE PERFORMED AS YOUR GROUP WILL RECEIVE AN EXTENSION OF YOUR TOUR FOR 12 - 18 MONTHS.

21. The responsibility for the acquisition of current and valid passports, visas, inoculations, vaccinations and the like, where required, is that of the Customer alone and the Company shall not be responsible or liable for any consequence of any nature arising from the Customer failing to ensure that he has complied with all such requirements.
22. The Customer acknowledges that the Tour booked and all Tour arrangements are made subject to the respect of any loss, damage, injury, death, accident, delay and inconvenience to any person or his luggage or their personal property wherever and howsoever the same shall occur and the Customer hereby releases the Company, its servants and agents from all such liability to the Customer and/or the Customer's dependents and/or to other persons on whose behalf the Customer may have booked the Tour by signing the Tour Booking Conditions and the Customer hereby indemnifies the Company, its servants and agents against any claims made by his dependents and/or such other persons.

PRINT FULL NAME OF PERSON MAKING THE BOOKING
ON BEHALF OF ALL PERSONS LISTED BELOW

SIGNATURE

E-MAIL ADDRESS AND CONTACT TELEPHONE NUMBERS (LAND LINE AS WELL AS MOBILE)

SIGN AND E-MAIL TO: rene@cquestswim.co.za

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