

# Garden Route Surf Adventure : Terms and Conditions



1. **General:** The transport, meals, entrance fees, accommodation or other facilities or services which are to be supplied in respect of any tour are those specifically stated on the Website in the tour itinerary.
2. **Deposit:** A 50% deposit is required upon booking a tour with Garden Route Surf Adventure. The balance is payable no later than 14 days prior to the departure of the tour. In the event of a booking made less than 14 days prior to the start of the tour, payment in full must be made upon booking the tour.
3. **Payment**
  - 3.1 We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
  - 3.2 Payment can be made for tours via –
    - 3.2.1 Debit card;
    - 3.2.2 Credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. You warrant that you are fully authorised to use the credit card supplied for purposes of paying for the tour. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used; or
    - 3.2.3 Direct bank deposit or electronic funds transfer (EFT): if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of booking your trip.
  - 3.3 You may contact us via email at [gardenroutesurfadventure@gmail.com](mailto:gardenroutesurfadventure@gmail.com) to obtain a full record of your payment. We will also send you email communications about your order and payment.
  - 3.4 Garden Route Surf Adventure is a South African company and all transactions are processed in South African Rand. The applicable conversion charges (“Additional Charges”) may therefore be levied by your merchant bank if payment is made from another country and/or in another currency other than South Africa. The Additional Charges are driven by the global treasure of the applicable credit card and are impacted by the change in daily exchange rates. Garden Route Surf Adventure shall therefore not

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be held liable for any Additional Charges levied by the applicable merchant, or bank pursuant to the confirmation of booking a tour.

4. **Amendment Fees:** If you require any amendments to your tour, an amendment fee be levied for any changes to the confirmed itinerary.
5. **Special Requests:** If you have any special requests, please specify such requests in writing to Garden Route Surf Adventure prior to the final confirmation of a tour. Whilst Garden Route Surf Adventure will use its best endeavours to accommodate any such requests, it does not guarantee that it will always be able to do so.

## 6. Cancellation by You

6.1 If the reservation is cancelled, cancellation fees will be due and payable according to the following –

6.1.1 If more than 45 days prior to arrival – 75% refund of the deposit paid;

6.1.2 If 30 to 45 days prior to arrival – 50% refund of the deposit paid; and

6.1.3 If less than 30 days prior to arrival – no refund.

6.2 Notwithstanding anything to the contrary above, you will have the option for Garden Route Surf Adventure to retain your deposit (“Lifetime Deposit”) for any future tours booked.

## 7. Cancellation by Garden Route Surf Adventure

7.1 Garden Route Surf Adventure reserves the right to cancel any tour for any reason, but will not cancel a tour less than 30 days before departure except for Force Majeure, unusual or unforeseen circumstances outside our control as set out in clause 10 below. When a tour is cancelled by Garden Route Surf Adventure before the agreed date of departure for any reason other than cancellation by you, you can either –

7.1.1 take a substitute tour of equivalent or superior quality if Garden Route Surf Adventure is able and willing to offer such a substitute; or

7.1.2 take a substitute tour of lower quality if Garden Route Surf Adventure is able and willing to offer one and to recover from Garden Route Surf Adventure the difference in price between the price of the tour originally purchased and that of the substitute tour; or

7.1.3 have a full refund of all monies paid under the contract as soon as possible.

7.2 Garden Route Surf Adventure is not responsible for any incidental expenses or consequential losses that you may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If you are offered a refund but request an

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alternative tour of a higher value than that originally booked, then you must pay the difference in price. Where after departure a significant element of the trip contracted for cannot be provided, Garden Route Surf Adventure will make suitable alternative arrangements for the continuation of the trip in its sole discretion acting reasonably. If it is not possible to provide a suitable alternative or you reasonably reject any suitable alternatives, Garden Route Surf Adventure may provide you with a refund of unused tour portions. Where a significant alteration or cancellation occurs, which is not due to Force Majeure or other circumstances beyond Garden Route Surf Adventure's control, Garden Route Surf Adventure will in some circumstances offer compensation. Significant alterations do not include the substitution of a tour bus, modification of itineraries, or accommodation provided it is of the same category.

8. **Travel Arrangements:** All travel arrangements, such as reservation of accommodation, reservation of motor transport, etc. made by Garden Route Surf Adventure, are subject to the booking conditions and cancellation provisions of the supplier of the services and/or accommodation.
9. **Route & Accommodation Alterations:** Garden Route Surf Adventure takes every care to ensure that itineraries are followed through, but unforeseen circumstances may necessitate changes. Garden Route Surf Adventure accepts no liability due to the alteration of routes or substitution of properties. Where properties are substituted, they will be substituted for similar quality or value.
10. **Changes Beyond Our Control:** You will not be entitled to compensation for a significant change made to the tour for reasons beyond our control. These include, without limitation, force majeure, war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, and changes due to rescheduling or cancellation of flights by an airline, severe weather conditions, and any other similar event.

## 11. Liability

11.1 Garden Route Surf Adventure shall not be liable for any damage, losses and expenses suffered by any client as a result of sickness, quarantine, weather conditions, war, strikes, riots or any other cause outside the operator's control. Garden Route Surf Adventure shall under no circumstances be deemed to be the agent of the passenger or of the supplier of any service.

11.2 Garden Route Surf Adventure accepts no liability in respect of death, injury, loss or damage to person or property arising out of any act, omission or negligence of Garden Route Surf Adventure, the supplier, Garden Route Surf Adventure's or supplier's servants, save only in the case of wilful negligence or a wilful act or omission. The client shall be deemed to have waived, renounced and abandoned any and all right or entitlement, which the client may be entitled to under the provisions of the law of the Republic of South Africa for any loss or damage to person or property.

11.3 Garden Route Surf Adventure shall not be liable for any loss or expense arising from the loss of property, cancellation or curtailment of the tour however caused, save only to the extent that such loss of baggage, cancellation or curtailment was caused by Garden Route

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Surf Adventure's negligence. If sickness or accident interrupts a tour, Garden Route Surf Adventure shall not be liable for any cost or expense arising there from, save only to the extent that such sickness or accident was caused by Garden Route Surf Adventure's wilful act or gross negligence. Garden Route Surf Adventure shall not be liable for any refund, either total or partial, of passage money paid. Garden Route Surf Adventure strictly require passengers to take out the necessary insurance to protect the passengers against such eventualities.

- 12. Insurance:** It is strictly required that you take out adequate insurance cover in order to cover instances such as, without limitation, cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. Garden Route Surf Adventure will not be responsible or liable if you fail to take out adequate insurance coverage. Garden Route Surf Adventure shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, you will have recourse against the insurers only. Please note that various credit card companies offer limited levels of travel insurance, which in Garden Route Surf Adventure's view may not be sufficient cover for international travel. You are advised to check with your respective credit card company in order to obtain the specific details of the cover offered, and determine whether this is sufficient for your requirements.
- 13. Passports, Visas & Health:** It is entirely your responsibility to ensure that all passports and visas are current, valid, obtained on time, have sufficient blank pages, will be valid for six months after return to your home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. You are strongly advised to check the relevant requirements before travelling. Garden Route Surf Adventure will endeavour to assist you but such assistance will be at Garden Route Surf Adventure's discretion and you acknowledge that in doing so, Garden Route Surf Adventure is not assuming any obligation or liability and you indemnify Garden Route Surf Adventure against any consequences of your failure to comply with any such requirements. It is your duty to familiarise yourself with the inherent dangers of and mental and/or physical conditions required for the proposed travel arrangements.
- 14. Passenger Responsibility** Passengers may not carry any unlawful articles or substances whilst travelling in the Southern African region.