

Cape Destination Management cc-Booking Terms & Conditions

Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between you and Cape Destination Management (CDM).

1. BOOKINGS

Bookings save for late bookings as referred to hereunder, are confirmed on the condition that a non-refundable deposit, of a minimum of 50% of the total package price is paid to Cape Destination Management within 72 hours of confirmation of your booking. You will be advised at the time of booking what payment is required for your particular arrangements. The balance of the cost of your travel arrangements must be paid no less than 21 days before departure. If your booking is made within 21 days of departure then the total cost of your travel arrangements must be paid in full at the time of booking and invoice issued.

PLEASE NOTE: Failure to pay on time will result in the automatic cancellation of your booking.

2. LATE BOOKING FEE & COMMUNICATION EXPENSES

In the event of a booking being made less than 7 days prior to the date of departure, Cape Destination Management reserves the right to charge for any extra communication expenses. Full payment is due immediately on confirmation and is non-refundable on all late bookings. Some bookings require full payment at the time of booking i.e. prior to confirmation. If we are unable to secure confirmation you will be refunded in full.

3. PRICING

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 package 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 of embarkation or disembarkation fees at ports and airports, or exchange rates applied to the particular package.

Cape Destination Management guarantees the price of land arrangements; only once full payment is received.

4. METHODS

Cheques: Bank issued cheques only. Please note we require 7 working days to clear all cheques before documents can be issued.

Cash or Electronic Bank Transfers: We accept Electronic transfers, or cash deposited into one of our bank accounts, subject to condition that the Transfer transmission report or the cash deposit slip is provided to ourselves and such payment has been confirmed as received by ourselves.

5. INSURANCE

We consider adequate travel insurance to be essential. All premiums must be paid at the time of booking, as cover will not be effective until then. Please ask your travel agent for insurance options. Cape Destination Management will not be liable if anyone should fail to take adequate insurance cover.

6. DOCUMENTS

Documents: (vouchers, itineraries, etc.) are only prepared on receipt of full payment of the package price, and signed conditions of contract (i.e. our booking form) and will be ready 24 hours after payment as been received.

7. UNSCHEDULED

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 Cape Destination Management, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation, etc.) will be for the account of the passenger. Cape Destination Management accepts no liability for changes, omissions, strikes or communication breakdowns or the like.

8. CANCELLATIONS

If you wish to cancel your booking, you must advise your agent immediately. You will be liable to pay the following cancellation charges: Where your booking is for a package, you will be responsible for all cancellation charges, of whatsoever nature, imposed by the suppliers providing the component parts of such travel arrangements.

Cape Destination Management charges a cancellation fee equal to 30% of the package price on any finalised booking. However, Cape Destination Management reserves the right to charge a cancellation fee of up to 100% of the total package, in its sole discretion, in particular circumstances. Any monies, which you have already paid us, will be taken by us as payment or part payment of any cancellation charges.

9. GENERAL

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 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. Go Cape Tourism Services accepts no liability whatsoever should you, or any member of your party, travel with the correct passport, visas or necessary vaccinations. As a guideline, passports should be valid for 6 months after your scheduled return to South Africa.

Medical Problems: If you or any member of your party has any medical problem or disability, which may affect your holiday, you need to give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

Renovations: Please be aware that hotels undergo renovations from time to time. Hotels take all possible steps to limit disruption to their guests. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work, dates may be provided, but it is important to remember that these are subject to change and we are not always notified.

Refunds and Unused Services: No refunds will be made for any unused services.

Charges to your Credit Card: Any charges made to your credit card whilst away are your responsibility. Go Cape Tourism services will not be responsible, not accept responsibility for having these charges reversed or corrected.

10. FORCE

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage or loss, as a result of "force majeure". In these Booking Conditions, "force majeure" means any event, which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

11. RESPONSIBILITY

Go Cape Tourism Services act as agents only for local and international ground operators and accordingly accepts no liability whatsoever for any loss, damage, injury, accidents, delay, or any other irregularity howsoever arising. Go Cape Tourism Services makes every effort to ensure that all the arrangements and services connected with a passenger's itinerary will be carried out as specified in the most efficient and effective way possible. However, we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for error and omissions of such suppliers.

12. TRANSPORT

1. Confirmation must be in writing.
2. All quotes are transport only and excludes entrance fees.
3. Driver accommodation and meals for 2008: (3 meals per day or R 195.00 per day for meals) for your account.
4. Driver accommodation and meals for 2009: (3 meals per day or R 225.00 per day for meals) for your account.
5. Driver name and cellular number available 24 hours prior to departure.
6. Single room for driver accommodation required (Drivers are not allowed to share a room).
7. All prices are Net, (Vat Exempt) and payable prior to departure date.
8. 30% Cancellation fee within 21 days of departure.
9. 50% Cancellation fee within 14 days of departure.
10. 100% Cancellation fee within 7 days of departure.
11. All quoted prices are subject to fuel increase and statutory increase.
12. Subject to availability on confirmation of service.
13. NO SMOKING allowed on vehicles.
14. Coaches might be sub hired during peak season months: Jan - Apr & Sept - Nov.

15. An R 500.00 surcharge is applicable for dinner transfers dropping off later than 22h30.
16. Please note that sub hire vehicles might be used in peak season.
17. 24 Hour EMERGENCY number: 082 663 7595.
18. Please note that Go Cape Tourism Services will not be held responsible for any lost or damaged luggage.
19. Porterage fee will be for your account (please include fees at all Airports and hotels).

13. JURISDICTION

Go Cape Tourism Services shall be entitled, as its option to institute any legal proceedings arising out of or in connection with this contract in any Magistrates 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.

14. LEGAL

This document together with Go Cape Tourism Service's standard booking form and Go Cape tourism Service's invoice/itinerary constitutes the sole record of the agreement between the parties. No party shall be bound by any representation, warranty, and promise of the like not recorded herein. No addition to the Go Cape Tourism Service's standard booking conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties. No indulgence, which Go Cape Tourism Services, ("the grantor"), may grant to the passenger ("the grantee"), shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee, which may have arisen in the past or which might arise in the future. All costs and disbursements, including legal costs on the attorney and client scale incurred by Go Cape Tourism Services in recovering any damages and payments payable by the passenger to Go Cape Tourism Services shall be for the passengers' account. This agreement shall be in all respects governed by and construed in accordance with the laws of the Republic of South Africa.

I confirm that I abide by the aforementioned and agree to the terms and conditions contained herein.

Date:

Print full name :

Signature:

Upon completion of the above form we request you to scan / convert to PDF / fax the signed document to:
info@cape-dmc.co.za or fax +27 (0) 21 8868138