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TERMS & CONDITIONS

All transactions between Well Away Tours and the Client shall be subject to these terms and conditions.

1. RESERVATIONS

- a. Well Away Tours will only process a reservation after:
 - An official signed booking form has been received in writing, and
 - Payment has been received and made timeously in terms of payment agreement for specific booking, and
 - All additional documentation required to process a reservation has been received.
- b. Well Away Tours will not be held liable for losses suffered due to incomplete bookings which has not been confirmed in writing by Well Away Tours.
- c. It remains the responsibility of the client to ensure that its booking is confirmed and finalised.

2. TOUR BOOKING

- a. Tours can only be booked with Well Away Tours by submitting a signed booking form and paying the deposit amount.
- b. Well Away Tours will not allow any client to participate in a tour without such client presenting a written booking confirmation to Well Away Tours.

3. PAYMENT TERMS

As a South African business, we require to be paid in South African Rand (ZAR), and the price mentioned in our quote and invoice to you is mentioned in the currency. We cannot be held liable for exchange rate fluctuations, not even in the period between booking and paying of the first or any subsequent deposit, and the actual conduction of the tour. It is possible that the exchange rate changes so that by the time of conducting the tour the quoted differs significantly in USD/GBP/EUR than at the time of booking. This difference, whether it is cheaper or more expensive, is for the client's account. We only guarantee the price in South African Rand (ZAR).

- a. Payment terms are customised to each tour and shall be indicated on each individual tour quotation.
- b. Payment terms will normally be structured as follows:
 - A deposit determined in the discretion of Well Away Tours to secure the booking (since we have a high deposit request for accommodation in South Africa), and

- One or more additional payment dates and amounts tailored to each tour, of which shall be indicated on each individual tour program.
- c. All tour fees must be paid in full before the final payment date specified on the tour program.

4. *CANCELLATION PROSEDURE*

- a. A request for cancellation of any booking must be communicated in writing and acknowledged by Well Away Tours.
- b. The request for cancellation will be assessed by Well Away Tours and the outcome communicated to the client.
- c. In the event of successful cancellation, cancellation fees and expenses incurred will be deducted from the funds received before refunding the client the balance.
- d. If the client fails to join a tour, save for justifiable medical reasons or death, joins it after departure, or leaves it prior to its completion, no reimbursement will be made.
- e. Travel and cancellation insurance is highly recommended for all clients and Well Away Tours recommends clients to take out such insurance.
- f. It remains the client's responsibility to take out travel insurance at the time of booking.

5. *CANCELLATION POLICY*

a. *Cancellation Fees*

• **Local Tours (within RSA borders)**

- b. Cancellation more than 46 days prior to the tour: The deposit paid is forfeited but can be refunded, in the sole discretion of Well Away Tours for a valid medical reason substantiated by documents and provided that no establishments have been paid.
- c. Cancellation 45 days or less prior to the tour: The establishment's cancellation policy will apply, and Well Away Tours has no control over it.

• **International Tours (outside RSA borders)**

- d. Cancellation more than 61 days prior to the tour: The deposit paid is forfeited but can be refunded, in the sole discretion of Well Away Tours for a valid medical reason substantiated by documents and provided that no establishments have been paid.
- e. Cancellation 60 days or less prior to the tour: The establishment's cancellation policy will apply, and Well Away Tours has no control over it. Additional cancellation details may apply pertaining to individual tours and are indicated on the itineraries of such tours, especially international tours, and are applicable to that particular tour.
 - a. All accommodation establishments have their own cancellation policy. Well Away Tours will attempt to procure refunds where possible but cannot guarantee any refunds.
 - b. Cancellation amounts are not guaranteed.
 - c. Cancellation requests less than 46 days prior to departure for local tours and less than 61 days prior to international tours will be processed after completion of the tour date, once all establishments have confirmed refund amounts, if any, and payment thereof to Well Away Tours has been affected.
 - d. Processing of refunds, subject to 5(e) above, will require a minimum of 14 workdays to be processed.

6. *TOUR CANCELLATION BY WELL AWAY TOURS*

- a. Should a tour be cancelled for unforeseen circumstances by Well Away Tours, a postponement of full refund will be offered.
- b. Please note for all tours there is a set of minimum of participants on a tour. Well Away Tours reserves the right to cancel a tour if this number is not reached.
- c. Should the above mentioned occur, Well Away Tours will either offer a full refund of an option for future travel.
- d. If Well Away Tours should cancel a tour before or after departure for any pertinent reason, i.e. wars, strikes, epidemic outbreak, severe weather conditions or force majeure (Act of God), then Well Away Tours will not be held liable for any form of refund.
- e. Well Away Tours will however always do our very best to communicate with our travel partners (establishments, excursion companies) to ensure the best possible outcome for all our clients.

7. *ALTERNATIVE TRAVELLER BENEFIT*

- a. Should the original traveller no longer wish to travel, the client has the option to provide an alternative name to take the client's place on tour.
- b. Should the client wish to exercise this option, same should be done in writing at least 7 (seven) days before departure, except in exceptional circumstances where shorter time periods will be accepted, in Well Away Tours' sole discretion.
- c. The costs incurred by such changes must be paid in full before any changes will be made and Well Away Tours expressly states that changes are not always possible and cannot be guaranteed.
- d. Once again, Well Away Tours cannot be held liable for any losses suffered due to late payments.

8. *VARIATIONS TO TOUR ITINERARY*

In the event of adverse weather, road conditions, force majeure, safety risks or other unforeseen circumstances occurring, Well Away Tours reserves the right to amend the tour itinerary at our discretion, to benefit or protect the client/s.

9. *INSURANCE*

- a. All clients are strongly advised and urged to take out adequate insurance cover i.e. cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment etc.
- b. It is the responsibility of the client to ensure that adequate travel and related insurance is obtained and activated prior to departure on any Well Away Tours tour.
- c. Well Away Tours will not be responsible for any losses suffered or injuries incurred by the client by whatsoever cause and for whatsoever reason.
- d. There shall be no obligation placed to Well Away Tours to procure and activate insurance for the client.
- e. All claims against the Travel insurance should be made by the client directly.

- f. Should the insurers dispute their liability for any reason, the client will have recourse against the insurers.
- g. Please note that various credit card companies offer limited levels of travel insurance, which is not considered sufficient cover for international travel.
- h. It remains the ultimate responsibility of the client to ensure that the client has travel and related insurance, suitable for their needs and which cover has been activated and paid for prior to commencing travel.
- i. Should a client for any reason refuse, or be refused cover by an insurance company, the client will travel at own risk and will be required to sign an indemnity in favour of Well Away Tours.

10. SAFETY AND COMFORT

- a. Clients are expected to comply with reasonable requests and instructions of Well Away Tours' tour leader/guide and his/her team regarding safety, general well-being and comfort of the tour group.
- b. Well Away Tours reserves the right to deny continued participation in individual activities, excursions or the rest of the tour to clients who do not comply with safety instruction or if their mobility has been determined not to be suitable for the excursion.

11. PASSPORTS, VISAS AND TRAVEL DOCUMENTATION

- a. It is entirely the client's responsibility to ensure that all passports and visas are current, valid, obtained on time, will be valid for a period of at least six months after returning to the client's home country.
- b. It is further the client's responsibility to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the Proposed Travel Arrangement.
- c. In the case of minors travelling: a passport, unabridged birth certificate and relevant affidavit documents must accompany the traveller.

12. TOUR FEE INCREASES

- a. Well Away Tours reserves the right to revise its charges to the client due to fluctuations in prices of applicable transport fares, or in the rate of VAT, after the date of the reservation made by the client.
- b. Forex bank charges will be for the client's account
- c. Fluctuations in the prices of fuel, taxes, levies etc. may lead to revised charges.

13. PASSENGER LUGGAGE AND PERSONAL EFFECTS

- a. Baggage insurance is recommended to all clients as Well Away Tours assumes no responsibility for loss and/or damage to luggage or personal belongings, under any circumstances.
- b. Baggage handed over to Well Away Tours' transport partners for transport, is done at the client's own risk.
- c. All client's baggage needs to be clearly marked with their name, surname and contact details.

14. HEALTH

- a. The client should familiarise him/herself with the tour itinerary and confirm that they are medically fit to undertake the tour.
- b. Any client with a medical condition must reveal this fact at the time of booking and make the necessary arrangements for provision of any drugs or treatments that may be needed during the tour together with a valid script.

15. WELL AWAY TOURS RIGHT TO DECLINE

- a. Well Away Tours reserves the right to decline, to execute or to complete any contract, should its terms and conditions not be strictly complied with.
- b. Such rights, when exercised by Well Away Tours, shall be without prejudice to its rights to claim damages or other relief from the client.

16. SEVERABILITY

- a. These terms and conditions despite the manner in which they have been grouped together or linked grammatically, are severable from each other.
- b. Any terms or conditions which is or becomes unenforceable in any jurisdiction in which it applies or in which its enforcement is sought, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall only to the extent that it is so unenforceable, be treated as pro non scripto (as if it had not been written) and the remaining terms and conditions shall remain of full force and effect.

17. SUBJECT TO CHANGE

- a. Well Away Tours reserves the right to amend these terms and conditions from time to time as circumstances require and to do so in its sole discretion.
- b. Any such amendments will be communicated to the client.