

OCEANS ISLANDS & SAFARIS (OIS) CC BOOKING TERMS AND CONDITIONS

Definitions and Parties:

In these conditions "the company" shall mean OIS a company with registration number 2006 043828 23. OIS acts as a booking agent for third party suppliers, such as, but not limited to airlines, tour operators, all accommodations, car rental companies, vehicle, yacht, boat or aircraft and helicopter companies and charters, and adventure travel packages and all other travel experiences. OIS acts as a booking agent only, & does not provide the final service and is therefore not responsible for the actual final service provided by the supplier. The client clearly understands that the final service being provided to the client/s is provided by the contracted supplier and not OIS and that the supplier not OIS is responsible for the final service provided. Should there be a discrepancy between the service sold and the service received OIS will endeavour to investigate and negotiate on behalf of the client for compensation, however should OIS attempts to secure compensation fail and the client chooses to take legal action, the client does so against the provider of the final service and not OIS. The "Product" shall mean any services and/or products OIS books and sells on behalf of any third party supplier to a client e.g. a holiday or package or travel services. The 'Agent' shall mean any entity who is booking a client to travel through OIS. There shall be no binding contract between the Company and the Agent until the Agent Contract has been signed, the booking terms and conditions confirmed by the Agent, and the deposit specified paid in full. The "client" shall mean any person or users of any product sold by OIS. The client warrants to OIS, that he / she is authorised to make the booking and in doing so therefore accepts all the conditions below on behalf of himself / herself and each of his / her travelling companions including any minors who may be accompanying him /her.

Contract

All bookings taken by OIS are subject to these standard terms and conditions. All OIS product, packages, services or tickets purchased by a client, are supplied by a supplier. The supplier is solely responsible for the design and supply of the products bought by the client. OIS only assists in the booking of such products and shall provide all necessary travel documents in order for the client to purchase the product. Therefore the contract for the products lies between the client and the supplier. Each supplier will have its own terms and conditions relating to the products purchased. The specific terms and conditions of the suppliers can be obtained from the supplier on request. As agents, OIS has no contractual liability to the client in respect of the product bought from OIS.

Quotations and Availability

A quotation is an offer to provide travel services and is subject to price increases. An agreement is only concluded once the full product price is paid for in full. The prices of all products are subject to change, including changes due to errors and omissions and may only be confirmed when paid for in full. Please note that quotes provided are subject to availability. The price quoted can never be guaranteed and all products, including but not limited to airfares and tour operators travel packages, are subject to change without notice and prior to payment in full including errors and omissions. Any increases must be borne and paid by the client upon demand. All information contained in a quote or on the website or any brochure/itinerary and price inserts are to the best of the Oceans Islands & Safaris of Africa knowledge and belief, true and correct, but Oceans Islands & Safaris of Africa accepts no liability for any errors/inaccuracies contained therein. Errors and omissions excepted.

Payments

A booking request will be valid for 5 days unless otherwise stated. The deposit must be paid, and it is the client's responsibility to request and read the specific suppliers booking terms and conditions. No person, organisation or employee of the company has authority to vary these booking conditions; and the company reserves the right to decline any booking. A minimum 30% non-refundable deposit is required within this period to guarantee the reservation. This deposit will only be refunded if the booking cannot be accommodated. Until this payment has been made, the reservation cannot be guaranteed. This may vary depending on the individual supplier booking terms and conditions that are part of the proposed product. The full balance due is payable 30 days prior to travel date. If the full amount is not received in the due time, the company reserves the right to treat the booking as a cancellation. OIS business is conducted on a cash basis and travel documents, shall not be prepared until full payment is made. If paying by cash please ensure that you receive a OIS invoice. **Credit Cards** are acceptable; however please note that a surcharge will be added and that certain suppliers do not accept credit card payments. When using **Electronic Transfer (EFT)** confirmation of the payment must be emailed to info@oisafrica.com. Please be aware that certain banking institutions can take more than 48 (forty eight) hours to clear payments and payments must be cleared before a booking is confirmed. **For Yacht Charters** a 30% non-refundable deposit is required to confirm a booking. The full balance due is payable 60 days prior to travel date. If booking is made within 60 days prior to arrival date – full payment is required to confirm your reservation. If you should cancel any time within paying your deposit and 60 days prior to arrival date you will forfeit your non-refundable deposit. If you should cancel within 60 days prior to your arrival date, you will forfeit 100% of the full cost of the booking.

Cancellations

Any cancellations made by a client must be in writing. Any amendment or any change by a client to a reservation in whatsoever manner (date change, rerouting etc.) after payment constitutes a cancellation. In the event that the client cancels a reservation for what ever reason, OIS shall charge an administration fee and the supplier may well also impose a cancellation fee, which could be up to 100% of the product price. Cancellations within 30 days of travel are non-refundable. Airline refunds will often take a minimum of 11 (eleven) weeks to process. For Yacht Charters if you should cancel any time within making your deposit and 60 days prior to arrival date you will forfeit your non-refundable deposit. If you should cancel within 60 days prior to your arrival date, you will forfeit 100% of the full cost of the booking.

Changes and Alterations

The company does not guarantee the safety standards or performance of any supplier. The clients of any product purchased through OIS accept that the use of the product may be dependant on certain factors beyond the company's control and therefore agree that OIS will not be held liable for any compensation to the client if it is forced to cancel or in any way change the booking or any flight or transfer due inter alia, but not exclusively, to force majeure including war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other external circumstances beyond the control of the company. The company reserves the right to cancel the booking without prior notification and in such an event only agrees to refund all monies already paid and received by the client. Unforeseen cancellations due to war, unrest or any other force majeure or other circumstances are still subject to the suppliers cancellation and bookings terms, and do not constitute a valid reason for waiver of any supplier cancellation policy terms. In the event that the client changes any travel arrangements such as, but not limited to accommodation, activities, flights transfers or any portion of the agreed itinerary, the company shall not be held liable for any compensation or costs to the client whatsoever.

Flight Schedules and Transfers:

The company bases its flight schedules according to the information available to the company and published by the airline. Such flight schedules are subject to change with no notice. In addition many inter property transfers or flights are coordinated amongst a number of properties or charter companies. The rate quoted for flights are based on schedules that are often only confirmed to the company on the day of travel and therefore clients must understand and accept that changes in flight schedules or transfer times could occur and very occasionally in the event of delays or factors out of the company's control, an unscheduled overnight stay could be required. In the event of any of these changes or situations the company will not be held liable for any costs what so ever, and any costs incurred such as but not limited to additional charters, accommodation, meals, communication costs etc must be settled directly to the third party establishments by the client.

Insurance

Travel, medical, emergency evacuation and cancellation insurance, to include cover for all water based activities / scuba diving and snorkelling is highly recommend for all clients. All insurance is solely the responsibility of the client. Before a client commences with travel, he or she should arrange his/her own insurance with a reputable insurer, with protection for the full duration of the stay or itinerary, to cover personal injury, medical expenses, repatriation expenses, loss of luggage and expenses associated with the cancellation or curtailment of any booking. If a client becomes ill, all hospital expenses, doctor's fees and repatriation costs are for the client's account, and the company, shall not be liable for any refund of the booking whatsoever. The carriage and storage of all baggage and personal effects are at all times the clients risk and the company cannot accept any liability for any loss or damage of baggage or personal effects.

Liability

Clients hereby acknowledge, confirm and record that they understand and appreciate the risk inherent in travel including in particular the hazards of diving / snorkelling and boat travel and any associated marine activities. Further, that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board a boat, being cut or struck by a boat while in the water, and any other injuries occurring while getting on or off a boat and other perils of the sea. Clients also confirm that they are aware of and appreciate the real dangers and risks associated with travel to Africa, its National Parks or wilderness areas, arising from the presence of wild and dangerous animals, reptiles, fish and birds and the real risk of suffering bodily harm, injury or death or loss of property which may arise as a result of an encounter with a / or the presence of wild animals and or reptiles, fish and birds. The client undertakes all activities and travel at his / her own risk. Such risk could include injury, disease or death. The client and the Agent agrees and concedes that the company and its members and employees shall not be responsible for loss or damage to property or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever.

Health

The client hereby acknowledges an awareness of the proposed travel itinerary and confirms that he or she is medically fit, in good physical and mental health and is able to travel. Any client with a pre-existing medical condition or illness must declare the true nature of such conditions to the company before the commencement of the booking. Any failure to declare may result in cancellation of his /her booking.

Claims and Complaints.

In the unlikely event, that the client has a complaint it must firstly be taken up with the management /company representative of the supplier, in order that an opportunity is afforded to the supplier to investigate the situation. If the client has any further complaint then they must lodge this in writing to the company within 10 (ten) days of the booking end. If these procedures are not followed then the company will not investigate or continue to investigate such complaints.

Company Responsibility and Rights

The information given in any brochure, leaflets, website and advertising is given in good faith by the company, and is based on the latest information available to the company.

Client Responsibility

It is the client's sole responsibility to ensure that passport, visa and other required documents are in order. Any resulting consequences of a client's failure for not having his/her required paperwork in order shall be to the account and the sole responsibility of the client.

Severability

Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity.

Relevant law

This agreement (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the parties in terms of and arising out of the conclusion, breach and termination of the provisions of this agreement), shall be interpreted and governed in all respects by the laws of the Republic of South Africa.

All clients and their agents confirm that they have read and abide by the aforementioned and agree to the terms and conditions therein contained. All clients record that they are making a booking at their own risk and waive any claims that they might have in regard to injury, loss or death which might occur due to any causes whatsoever against OIS. The company refers in particular to any minor child / children who may be accompanying the client and confirm specifically that this indemnity applies to such child/ children. The client and any clients Agent further binds their dependents, heirs, executors, administrators and assigns to the terms and conditions of this agreement, and indemnify and hold blameless the company, its members, associates, employees, representatives, organisers, helpers and agents from all liability for any or all claims whatsoever and howsoever arising and without limitation (including consequential claims) arising from any delay, loss or damage to property or injury or illness or death arising from any cause related to or occurring during my booking, activities or tours with the company.

INDEMNITY FORM

On this form 'the company' shall mean Oceans Islands and Safaris (OIS) CC South Africa (including all its members)

In these conditions "the company" shall mean OIS a company with registration number 2006 043828 23. OIS acts as a booking agent only for third party suppliers, such as, but not limited to airlines, tour operators, all accommodations, car rental companies, vehicle, yacht, boat or aircraft and helicopter companies and charters, and adventure travel packages and all other travel experiences. OIS acts as a booking agent only, & does not provide the final service and is therefore not responsible for the actual final service provided by the supplier. The client clearly understands that the final service being provided to the client/s is provided by the contracted supplier and not OIS and that the supplier not OIS is responsible for the final service provided. Should there be a discrepancy between the service sold and the service received OIS will endeavour to investigate and negotiate on behalf of the client for compensation, however should OIS attempts to secure compensation fail and the client chooses to take legal action, the client does so against the provider of the final service and not OIS. I, the undersigned indemnify the company against all responsibility or liability whatsoever for any accident or bodily injury to myself or damage to my property whilst travelling under the auspices of the company. I hereby acknowledge, confirm and record that I understand and appreciate the risks inherent in adventure travel including in particular the hazards of scuba diving or snorkeling and boat travel and associated marine activities to and from dive sites, dive destinations and surrounding areas. Further, that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board a boat, being cut or struck by a boat while in the water, and any other injuries occurring while getting on or off a boat and other perils of the sea. I record that I have read and understood and agree to the terms and conditions set out in the various paragraphs detailed below, in particular regard to the legal aspects of my travels, especially those related to bookings and insurance.

1. INSURANCE

Travel, medical and emergency evacuation and cancellation insurance, to include cover for water sports, scuba diving and other adventure sports is highly recommended for all clients of the company. All insurance is solely the responsibility of the client. Before a client commences with travel, he or she should arrange his/her own insurance with a reputable insurer, with protection for the full duration of the stay or tour, to cover personal injury, medical expenses, repatriation expenses, loss of luggage and expenses associated with the cancellation or curtailment of any tour. If a client becomes ill, all hospital expenses, doctor's fees and repatriation costs are the client's responsibility and the company shall not be liable for any refund of the booking or tour rate whatsoever. The carriage and storage of all baggage and personal effects are at all times the clients risk and the company cannot accept any liability for any loss or damage of baggage or personal effects.

2. LIABILITY

Clients hereby acknowledge, confirm and record that they understand and appreciate the risk inherent in adventure travel including in particular the hazards of scuba diving or snorkeling and boat travel and associated marine activities to and from dive sites, dive destinations and surrounding areas. Further, that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board a boat, being cut or struck by a boat while in the water, and any other injuries occurring while getting on or off a boat and other perils of the sea, and confirm that they are aware of and expressly assume these and all other risks involved in scuba diving whether conducted as a recreational dive or part of a diving class. Indemnify and hold the company, its insurers, affiliates and employees harmless for any death or injury arising from swimming, windsurfing, kayaking, or the use of dinghies, snorkels, masks or other equipment such as scuba equipment, and the abuse of drugs or consumption of alcohol while onboard. The client undertakes the cruise, charter, tour, activity or travel at his / her own risk. Such risk could include injury, disease or death. The client agrees and concedes that the company and its members and employees shall not be responsible for loss or damage to property or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever.

3. INDEMNITY

I undertake to indemnify and hold harmless and free the company from any and all claims of whatsoever cause or nature which may arise on behalf of my spouse, common-law wife/husband, children, whether minor or adult, or relatives and/or any person accompanying me on my venture with the company, and/or using the company's facilities, whether as my invitee or otherwise, who suffer any damages, including but not limited to personal injury or death, loss of support or any other loss whilst on the premises and arising from any cause whatsoever (including but not limited to any act of commission or omission, or from the negligence or gross negligence on the part of the company). I further undertake to hold harmless and free the company from any and all claims and liability of whatsoever cause or nature which may arise as a result of a claim and/or action being made against it by any travel agent, booking agent or other agent relating in any way to a claim or action that I or my spouse, common-law wife/husband, children (whether minor or adult) or any other dependant of mine may make.

4. HEALTH

The client acknowledges an awareness of the proposed itinerary and shall confirm that he or she is medically fit, in good physical and mental health and is able to embark on the tour. Any client with a pre-existing medical condition or illness must declare the true nature of such conditions to OIS, before the commencement of the tour. Any failure to declare may result in cancellation of his /her booking.

5. RESPONSIBILITY AND RIGHTS

The information in any brochure, leaflets and advertising is given in good faith by the company, and is based on the latest information available. The company reserves the right to change the facilities or transport described in any publication without being liable for any compensation or refund. Clients should be aware that representatives of the company may take photographs and films of clients while on any of the tours and, the company reserves the right to use such material for any advertising or brochure production without the prior consent and without payment to the client.

6. AUTHORITY

The decision of the tour leader or representative employed by the company will be final on all matters. The company shall not be responsible for or liable for any client who commits an illegal or unlawful act in any countries visited. The client may in such circumstances be excluded from the tour without a refund. If the company considers a client unsuitable for a tour it may at its sole discretion decline to carry this client any further. If any client causes inconvenience or annoyance to other passengers the company may in its sole discretion decline to carry the client further without any refund whatsoever.

