

Epic Enabled Terms - Conditions & Indemnity

1. HOW TO BOOK: CONTRACT – PAYMENT – ACCEPTANCE

All persons making a booking with EPIC EXPEDITIONS cc, trading as EPIC ENABLED must complete and sign both sides of the booking form and send it to EPIC ENABLED, 7 Wolf Power / PO Box 1991, Sun Valley / Noordhoek, 7985, together with a non-refundable deposit of 20% of the applicable Fee. Reservations cannot be made without a deposit. The balance of the tour is payable sixty (60) days prior to the tour's departure. Upon signature, the client agrees to be bound by these booking conditions. Epic is hereinafter referred to as "the Company" and all persons referred to on the booking form shall be referred to collectively as "the Client".

2. CANCELLATIONS

If a booking is cancelled with the consent of the Company, the Company shall retain the full deposit. If a booking is cancelled less than sixty-one (61) days before departure, the Company shall retain full deposit and a cancellation fee will be payable by the Clients as follows:

60 – 50 days (50% of total fare)

49 – 31 days (70% of total fare)

30 – 0 days (100% of total fare)

If the full account is not paid in due time, the Company reserves the right to treat the booking as cancelled. Should a Client fail to join a tour or join after departure or leave it prior to its completion, no tour refund will be made or liability accepted by the Company.

3. REFUNDS

The Company shall make no refunds for any reason whatsoever and neither will it accept any claims of any nature including consequential damage as a result of any accommodation or other facilities made, or becoming unavailable on tour. The Client hereby indemnifies and holds the Company harmless in respect of such claims.

4. TOUR CANCELLATION

The Company reserves the right to cancel any tour without prior notification. All tours shall operate subject to a minimum participation. In instances where the Company cannot provide the tour booked, the Client may transfer to an alternative tour date offered of comparable standards if available (within 1 year of original dates). Alternatively, if agreed by both parties the Company will return to the client all monies paid, less 20% non-refundable deposit, which shall constitute the full extent of the Company's liability to the Client.

5. AUTHORITY ON TOUR

The Client accepts that at all times the authority and decisions of the tour leader will be final on all matters likely to endanger the safety and well being of the tour. The Client agrees to comply with the Company's requirements and with regard to his conduct and shall not in any way constitute a nuisance to any other person on the tour. The Company shall not be responsible for or liable to any Client who commits an illegal or unlawful act in any country visited. The Client may be excluded from any tour without refund of any monies paid or liability to the Company or its servants or agents. The Client shall be obliged to make his own way home, at his expense and responsibility.

6. FORCE MAJEURE

During the course of a tour, weather, road conditions, mechanical breakdown, wars, riots, and other unforeseen reasons beyond the control of the Company can influence the performance of a tour. In the unforeseen event of any of these aforementioned events occurring the Company shall provide the use of the vehicle, all camping equipment and crew services. Personal expenses, meals, alternative accommodation and all other resulting costs, including the cost of flying home, are to be borne by the client. We strongly recommend travel insurance.

7. ACCIDENTS AND LIABILITY

The Company does not hold itself responsible for death or any injury or loss, which might occur to such persons sustained by any cause whatsoever. The Client hereby indemnifies and holds the Company harmless against any and all claims in respect of personal injury or damage either direct or consequential arising from any cause whatsoever as a result of the participation by the Client and person under his authority on the tour.

8. TRAVEL DOCUMENTATION

It is the Client's responsibility to ensure that they are in possession of a valid passport, visa permits, vaccination and other medical certificates, and all other travel documents, including traveller's cheques where applicable. The Company shall not be held liable should the Client be refused entry into any country for whatever reason.

* Please note: all children under the age of 18 years old need to bring their "Unabridged birth certificates" to be allowed to travel in South Africa. An additional authorization letter is needed if the child(ren) is/are not accompanied by both parents/guardians.

9. INSURANCE

Travel, medical expenses, baggage, money and cancellation insurance is compulsory on all tours. The client accepts that it is his responsibility to arrange his own insurance. The client will arrange personal insurance and be satisfied that their insurance covers their personal requirements.

10. BAGGAGE

All baggage and personal effects are at all times at the Client's risk and the Company cannot accept any liability for any loss of baggage or personal effects. Clients are entitled to one bag of maximum twenty (20) kg and a separate daypack, within reason. If you have more luggage, please let us know in advance.

11. HEALTH

The client acknowledges being aware of the proposed itinerary and that the tour requires a measure of physical fitness and hereby confirms that he or she is medically fit, in good health and is able to embark upon this tour.

12. THE BOOKING

This booking and any eventual contract between the client and the Company shall be deemed to be concluded in Cape Town, Cape Province, Republic of South Africa. In the event of any action hereunder, the Client further records that the Supreme Court of South Africa (Cape Province Local Division) shall have jurisdiction in regard hereto.

13. THE BROCHURE, WEBSITE & MARKETING MATERIAL

The Company believes that the contents of the brochure, website and all advertising platforms are correct at the time of printing, but all prices and services described herein are subject to change or withdrawal without notice. The Company reserves the right to make use, without giving any further notice, of any photographs or film produced by the Company on the tour without payment or permission.

14. COST OF TOUR CHANGES

If the Client wishes to transfer from one tour to another before sixty-one (61) days prior to departure and if the Company agrees, an administrative fee of R5000.00 per person will be charged. Normal cancellation fees will apply within sixty (60) days of departure.

15. PRICE INCREASES

The Company reserves the right to increase their tour fees due to any increasing road taxes, fuel costs, game reserve entry fees or fluctuation of exchange rates.

Checked: Dec 2020