

Introduction

These Terms and Conditions ("Agreement") govern the provision of tour operator services ("Services") by Wine Tours Cape Town Pty Ltd, also known as WTCT ("Tour Operator"). By accessing and utilizing the Services provided by the Tour Operator, you, the "Client," agree to be bound by these Terms and Conditions.

Services Offered

The Tour Operator, Wine Tours Cape Town Pty Ltd (WTCT), acts as an intermediary that refers bookings to third-party suppliers ("Suppliers") and also operates tours directly. The Services include, but are not limited to, arranging accommodations, transportation, activities, and other related services as specified in the tour itinerary. WTCT may provide custom tour operations and/or booking services, customer support, payments, and marketing to selected suppliers.

Quotations, Bookings and Reservations

All bookings are subject to availability and confirmation by the Tour Operator and/or relevant Suppliers.

Quotations are subject to vehicle availability, suppliers and sub-contractor services on required dates. Quotations only valid for 14 days

The Client may request bookings for tours and related services through the Tour Operator's website, official communication channels, or authorized agents.

Tours are booked via **WTCT's email confirmation. Booking is confirmed upon the Participant's signature.**

The Tour Operator reserves the right to accept or reject any booking request at its sole discretion.

Gift Vouchers

Vouchers, are non-transferable and cannot be exchanged for cash. The voucher is valid only for the specified tour package and value. Reservations are subject to availability. The voucher must be presented and the voucher code provided when booking. Valid until the expiration date stated above.

Right to Subcontract

Wine Tours Cape Town Pty Ltd (WTCT) reserves the right to outsource or subcontract suppliers where necessary.

Route/Itinerary Changes

Routes & itineraries subject to change if necessary

Payment

Full payment is required before services commence. WTCT can decline non-compliance. Payment terms and methods will be provided upon booking confirmation.

The Client agrees to pay the applicable fees for the selected tour and services as specified in the booking confirmation.

Payment Terms:

Package tours require a 25% non-refundable deposit 60 days prior and 100% non-refundable payment 31 days prior.

Day tours require a 50% deposit and 100% payment 7 days before.

Group Scheduled tours require a 20% deposit or full payment on booking, with 100% payment before or on the tour day.

Late Payment

Late payment may cause suppliers to cancel/release bookings

Cancellation and Refunds

The Tour Operator may impose cancellation fees to cover administrative costs and losses incurred due to cancellations.

If WTCT cancels a tour, a full refund or alternative tour will be provided for SA bookings. No refund for curtailed tours due to external factors. Non-private group tours require a minimum number of participants.

Cancellation Procedure:

Cancellation must be made in writing. Fees will be deducted before a refund is issued. No reimbursement for late joins or early departures.

Cancellation Costs:

Package tours: 25% - <60 days, 100% - <31 days.

Day tours: 30% - <14 days, 50% - <7 days, 100% - <72 hours.

Group Scheduled tours: 20% deposit non-refundable, 50% - <7 days, 100% - <72 hours.

Insurance Suggestion

We highly recommend that all travellers carefully assess the option of acquiring appropriate insurance coverage.

Extent of Company Responsibility

The Company holds no liability for any actions, mistakes, or oversights on the part of the Suppliers and/or their agents, which could negatively impact the Client or lead to any type of loss, encompassing but not confined to injury, illness, harm, trauma, fatality, and/or any manner of loss or damage. The Client hereby relieves and safeguards the Company from any such implications.

Any conceivable recourse pursued by the Client shall exclusively target the Suppliers.

Insurance

It is strongly advised by the Company that the Client considers purchasing travel insurance to cover the entire duration of their journey. The acquisition of insurance is a prerequisite before embarking on the trip. The Company encourages the Client to explore additional insurance options that go beyond the basic coverage offered as a standard benefit by various credit card companies for international travel. It is the responsibility of the Client to review the specific terms of the complimentary coverage directly with their respective credit card issuer.

It is not mandatory for the Company to arrange insurance on behalf of the Client. The Company is not obliged to secure separate coverage for risks that fall under excluded categories.

Passenger Luggage and Health:

Baggage insurance is recommended. Participants must be medically fit, and medical insurance is required.

Passports, Visas & Health

The responsibility for obtaining any required visas and travel permits for all countries on the Client's itinerary, including transit points, rests with the Client. The Client must also educate themselves about visa and entry requirements for specific countries or regions. These requirements can differ based on factors such as the Client's nationality, length of stay, and purpose of travel. The necessary visa details and applications can be obtained by reaching out to the relevant Consulate or Embassy of the concerned countries, or by utilizing the services of a visa service agency.

Vaccinations and Travel Documentation:

No inoculation is required for South Africa. Malaria risk areas have prophylaxis recommended. Valid passport, visas, and travel documents are needed.

Code of conduct

The Client hereby affirms their commitment to consistently adhere to the stipulated guidelines of the Company or its Suppliers concerning their conduct. The Client further undertakes not to engage in any behaviour that may cause inconvenience or jeopardize the safety of any fellow passenger included in the booking.

Damage to Vehicle:

Participants are liable for vehicle damage caused by passenger negligence. Smoking not permitted in vehicles. No extra passengers than vehicle seats allowed.

Authority and Exclusion:

WTCT is not responsible for participants' unlawful acts. WTCT reserves the right to exclude participants if behaviour warrants.

Indemnity

The Client agrees to indemnify and hold harmless Wine Tours Cape Town Pty Ltd (WTCT) from any claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising from the Client's use of the Services, including but not limited to personal injury, property damage, or any other harm resulting from participation in tours or related activities.

The Client is responsible for personal belongings and any equipment provided to me during the tour. Wine Tours Cape Town Pty Ltd (WTCT) will not be held liable for any loss, theft, or damage to my personal property.

The Client is grants Wine Tours Cape Town Pty Ltd (WTCT) the right to use any photographs, videos, or other media taken during the tour for promotional and marketing purposes without compensation.

Limitation of Liability

Wine Tours Cape Town Pty Ltd (WTCT) shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from the provision of Services, including but not limited to injuries, accidents, delays, cancellations, or changes in itineraries.

Neither the Company nor any affiliated entity or representative shall be held liable for any injuries, illnesses, harm, trauma, or death to the Client or any other passengers, nor for any loss of or damage to property, regardless of the cause. The Client hereby agrees to indemnify the Company accordingly. Furthermore, the Company, along with its directors, employees, and agents, shall not be responsible for any indirect or consequential losses or damages, even in cases of negligence on the part of the Company's employees.

Website Usage Terms

By using this website, you agree to the following:

- 1. Use and Ownership:** This website belongs to Tours Cape Town Pty Ltd (WTCT). You can use it for personal, non-commercial purposes.
- 2. Content Ownership:** The website content is protected. Don't copy, distribute, or modify it without our permission.
- 3. User Conduct:** Be respectful. Don't disrupt the website or do anything illegal.
- 4. Links and Third-Party Content:** We may link to other sites, but we're not responsible for them.
- 5. Liability Limit:** We try to be accurate, but we're not responsible for any damages from using the site.
- 6. Privacy:** We care about your privacy. We do not store personal information on our website.
- 7. Changes to Terms:** We might change these terms, so check back if you use the site.

Using this website means you agree with these terms. If you don't, please don't use the site.

Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles.

Any disputes arising from these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

Responsibility, Release, and Assumption of Risk

I acknowledge and understand that my participation in the booking facilitated by Wine Tours Cape Town Pty Ltd (WTCT), including its agents, associates, affiliated companies, and subcontractors, may expose me to various risks and potential dangers. These risks encompass, but are not restricted to, the hazards associated with traveling in unsafe environments, politically unstable regions, civil disturbances, war zones, natural forces, and the possibility of negligent or reckless acts or omissions. Furthermore, the potential exists for bankruptcy, insolvency, or the discontinuation of services by the Company's affiliated entities, airlines, third parties, or subcontractors.

In consideration of the privilege to partake in these air itineraries and as an integral component of my payment, I hereby expressly assume responsibility for all the aforementioned risks. This agreement serves as a release and unequivocal assumption of risk, applying not only to myself but also to my heirs, assignees, administrators, executors, and all members of my family, including any accompanying minors.

I confirm that I have thoroughly reviewed and comprehended the provisions and legal implications of this Release and Assumption of Risk. I willingly and fully agree to all

stipulated conditions, with particular attention to the section that absolves the Company and its agents, employees, officers, directors, associates, affiliated companies, and subcontractors from liability for the negligent or reckless actions or omissions of the aforementioned parties, to the extent allowed by law.

Acceptance of Terms and Conditions

By utilizing the Services provided by Wine Tours Cape Town Pty Ltd (WTCT), the Client acknowledges having read, understood, and agreed to these Terms and Conditions. This agreement is legally binding and constitutes the entire agreement between the Client and the Tour Operator.

The act of requesting quotations, estimates, or making bookings, or the individual to whom a service is provided, is recognized as an indication of having thoroughly reviewed, acknowledged, and agreed to abide by these specified Terms and Conditions. Furthermore, it is assumed that the Client holds the requisite authorization to represent both the party for whom the estimate, quotation, or reservation is requisitioned and/or furnished, as well as the recipient of the rendered services.

I take complete responsibility for informing and ensuring that all other individuals on whose behalf this booking has been made are aware of the contents of this agreement. I hereby indemnify the Company against any claims that may arise from any or all other Travellers related to this booking. I have supplied to Wine Tours Cape Town Pty Ltd (WTCT), a list of all tour participants.

Signature

Client's Name (Printed) Client's Signature Date

Signature

Tour Operator's Name (Printed) Tour Operator's Signature Date

For any inquiries or clarifications regarding these Terms and Conditions, please contact Wine Tours Cape Town Pty Ltd (WTCT) at bookings@winetourscapetown.com

Tour Participant List

Name	Surname	Diet requirements	Health Issue.	Emergency Contact No

Please insert rows as necessary – it is the client’s responsibility to supply this list of tour participants to Wine Tours Cape Town Pty Ltd (WTCT) before departure.

I take complete responsibility for informing and ensuring that all other individuals on whose behalf this booking has been made are aware of the contents of the terms and conditions. I hereby indemnify the Company against any claims that may arise from any or all other Travellers related to this booking.

Signature here