

INTRODUCTION

West Coast Way (Pty) Ltd (also referred to as 'the Company') is a booking travel and tour company offering the largest collection of Cape West Coast tours 365 days a year. By proceeding to engage with the Company or any of its agents in order to purchase any Services, you agree to be bound by these Terms and Conditions. The Company may amend these Terms from time to time. Any amendment will be published on the Company's website and will apply only to bookings made after the date of publication; no amendment will apply retrospectively to a booking already confirmed. These Terms must be read together with the Booking Form and the signed Quotation, which form part of the agreement between the parties. Nothing in these Terms limits, excludes or waives any right the Client has under the Consumer Protection Act 68 of 2008 (the CPA) or any other law that cannot lawfully be excluded, and any provision purporting to do so applies only to the extent permitted by law.

RESERVATIONS AND PAYMENT

1. All communications in relation to your booking will be sent to the email address stated on the **Booking Form**. All correspondence and changes must be made via the same email address.
2. The agreement between the parties becomes effective from the date on which the deposit has been received by the Company and the **Booking Form with Terms and Conditions** have been signed by the Client.
3. Unless full payment is due at the time of booking, all bookings must be accompanied by the required 50% deposit as set out in the relevant **Booking Form**.
4. Deposits must be paid due on receipt of invoice, unless otherwise agreed in writing.
5. The final payment for any booking must be made at least 30 (thirty) days prior to the date of commencement of any travel, tour or tour package.
6. The final payment is based on the quoted price, less the deposit paid, plus any increases or additional charges incurred at the time the final payment becomes due.
7. All payments must be made free of any bank charges such as cash deposit fees, international transaction fees and credit card charges. Proof of payment must immediately be sent via email to tours@westcoastway.co.za
8. Payments by EFT or cash deposit must include the Invoice number as the Reference number.
9. The Company reserves the right to cancel any booking without prejudice to any of its rights, in the event of a deposit or part thereof not being received timeously.
10. In the event of any late payment for group bookings, the Company reserves the right to cancel the tour with no refunds, change the itinerary and/or increase the price.
11. No booking is confirmed, and no services are reserved, until the required deposit or payment reflects as cleared funds in the Company's nominated bank account.
12. Any amount not paid on its due date will bear interest at the maximum rate permitted by law, calculated from the due date to the date of actual payment, both days inclusive, without prejudice to any other right of the Company.
13. Where a booking is made for more than one person, the person making the booking and each Tour Member are jointly and severally liable to the Company for all amounts due in respect of the booking.

PRICES

1. Rates/quotes cannot be guaranteed until services have been confirmed and full payment received.
2. All prices are subject to change due to currency fluctuations, increases in transportation, entrance fees, hotel and accommodation rates, government and airport taxes and levies, changes in other expenses, changes to the itinerary and/or changes in tour group size.
3. Foreign currency amounts payable in ZAR will be converted at the South African exchange rate valid on the day of payment, not date of quotation or acceptance.
4. The initial quotation is based on prices applicable on the date on which the **Booking Form** is provided only. The Company will be under no obligation to disclose its costs.
5. The Client will be liable for any additional payments as a consequence of increased or additional costs arising from fluctuations. The Client will be notified in writing of any such additional payments.
6. Any improvement of the exchange rate will be for the sole benefit of the Company, and any credits to the Client in lieu thereof will be discretionary in nature.
7. All quoted amounts are only valid for the period stated in the **Booking Form**, and service providers reserve the right to increase their prices until final payment is received.
8. Where a quotation, rate or published price contains an obvious or manifest error, the Company may correct that error and is not bound by the erroneous price, even after a booking has been made. The Company will notify the Client of the correction, and the Client may then confirm the booking at the corrected price or cancel it and receive a refund of amounts paid for that booking.

AMENDMENTS – LATE BOOKINGS – CANCELLATIONS

1. All cancellations must be in writing via email. For cancellation of bookings, the following fees will apply:

Cancellation fees (based on deposit paid):

Time of Cancellation	Booked Services
30 days or more before tour	50% of deposit forfeited
15 to 29 days before tour	80% of deposit forfeited
1 to 14 days before tour	100% of deposit forfeited

2. The Company acknowledges that third-party service providers may have their own applicable cancellation and refund policies. Copies of these will be made available to a Client on request.
3. No refund for unused services will be considered if cancelled after departure.
4. In the case of scheduled tours published with minimum passenger numbers, should the stated minimum not be reached 3 weeks prior to the scheduled departure date, the Company reserves the right to withdraw the tour, or alternatively offer it as a "private" tour at a surcharge.
5. After the itinerary is confirmed, the Client is permitted one set of amendments free of administration charges, if made 15 days prior to the booking date, though the Client will be liable for any added cost. Any further modifications will incur an administration charge.
6. Occasionally it may be deemed necessary to make changes to your booking; the Company reserves the right to do so at any time. You will be notified of any changes at the earliest opportunity.
7. No compensation will be payable for minor changes (minimal changes to departure dates, changes to the type of vehicle used, or restaurant and accommodation changes to a comparable or superior standard).
8. Major changes include cancellation, changes to your booking, delays in booking date by more than 12 hours, and accommodation changes to an inferior standard.
9. Compensation will not be paid for changes or cancellations caused by natural or man-made disaster, fire, technical problems to transport, adverse weather conditions, seasonal, climate change, or any other event beyond the Company's control.
10. The cancellation charges above are a genuine pre-estimate of the reasonable charge the Company is entitled to levy under section 17(3) of the CPA, having regard to the length of notice given, the nature of the reserved services and the Company's ability to resell them.
11. No cancellation charge will be levied where the cancellation results from the death or hospitalisation of the person for whom, or for whose benefit, the booking was made, as contemplated in section 17(5) of the CPA.
12. A Client who fails to commence the tour without having cancelled in writing beforehand (a no-show) forfeits all amounts paid.

ITINERARY VARIATIONS

1. Whilst every effort is made to follow all published itineraries, the Company reserves the right to make equivalent changes necessary due to circumstances beyond its control. This does not constitute any reason for a refund.
2. The initial itinerary as per the initial quote is based on services typically available.
3. No services will be pre-booked until deposit is received and the Quotation is signed.
4. All services, fixtures and excursions are subject to availability at the time of the tour.
5. The Company does not guarantee the occurrence of any natural phenomenon, including flower blooms, wildlife sightings, whale or bird activity, or particular weather conditions. The absence or reduced occurrence of any such phenomenon does not constitute a defect in the Services and is not a ground for cancellation, refund or compensation.

ACCOMMODATION

1. The Company reserves the right to substitute confirmed hotels and other accommodation with others of a similar or higher category, at no additional cost to the passenger.
2. Hotel and accommodation arrangements are subject to alterations or cancellation at any time, without advanced warning or prior notice, in circumstances beyond the Company's control.

NOT INCLUDED IN TOUR PRICE

1. Only the products and services as specifically listed in the Quotation signed by both parties will be included in the tour price.
2. All excluded items, as specifically listed or not listed, will be payable over and above the quoted tour price. Airport and border taxes, cost of passports, visas, laundry, porterage, telephone calls, food and beverages (unless specified), and other items of a personal nature are not included unless otherwise stated.
3. Tips to hotel staff, guides and drivers are left to the discretion of passengers, bearing in mind that in some countries tips form part of their salary.

DOCUMENTATION

1. It is the personal responsibility of each passenger to ensure that they are in possession of the correct documentation prior to departure. The Company shall not accept any responsibility for any consequences arising from passengers failing to comply with health/passport/visa requirements.
2. Any information pertaining to such requirements supplied by the Company shall be considered a guideline only. Clients must ensure they receive the proper current information from the appropriate authorities.
3. The Company will not be liable to refund any tour money if the Client fails to timeously provide the correct documentation, as required at least 15 days before any scheduled tour or activity.
4. Passports must be valid for 6 (six) months after return to South Africa.
5. Should any Tour Member have any pre-existing medical or other conditions, this shall be disclosed to the Company for the purposes of the safety of the tour group.
6. Where the Client discloses any medical or health information, that information constitutes special personal information under POPIA and will be processed by the Company only for the purpose of ensuring the safety of the Tour Member and the tour group, and only with the Client's consent.
7. By accepting these Terms, the Client warrants that each Tour Member is medically fit to participate in the tour and the activities forming part of it, and has disclosed any condition that may affect their safety or the safety of the group.
8. The Client authorises the Company, where a Tour Member is unable to do so, to arrange emergency medical treatment or evacuation on that member's behalf, and the Client will be liable for the cost of any such treatment or evacuation.
9. The Company may, acting reasonably, decline the participation of, or remove from a tour, any Tour Member whose medical condition or conduct poses a material risk to their own safety or the safety of the group, without any liability for a refund beyond the cancellation terms.

CONDUCT

1. The conduct of all Tour Members and their representatives during the organising phase and during the tour itself is the responsibility of the Client.
2. The Company reserves the right to immediately cancel the tour of any individual member or the whole group if any participant threatens, verbally abuses or insults any of the Company's staff or service providers; misbehaves to the extent that services are interrupted; causes danger or bodily harm to anyone; contravenes the laws of any country visited; or persistently affects the enjoyment of other tour members.
3. In such event, the Client will forfeit all money already paid and will be liable for any costs incurred to terminate the tour or to send members of the tour back to the first departure airport.
4. The Company may refuse to serve or permit the consumption of alcohol by any Tour Member, and may decline to allow an intoxicated person to board or remain on a vehicle or to participate in any activity. The Company is not liable for any loss, injury, death or damage suffered or caused by a Tour Member as a result of that member's consumption of alcohol or state of intoxication, save to the extent caused by the Company's gross negligence or wilful misconduct.

COMPLAINTS

1. Should passengers have a complaint whilst on tour, the Company must be informed whilst still en route in order to attempt to rectify the matter. The Company will not entertain complaints due to loss of enjoyment or inadequate services after clients return home, where the full land arrangements have been provided per agreed prior confirmation of services.

LIABILITY

1. The Company will not be held liable for any loss, injury to, or death of any Client during their participation in the activities forming part of the Services, and/or if such damage was caused by any participant's or vendor's neglect or unlawful action. Nothing in these Terms excludes or limits the Company's liability for death or personal injury caused by the Company's gross negligence or wilful misconduct, or any liability that cannot lawfully be excluded under the CPA, including sections 49, 51 and 61.
2. The Company does not have direct control over the provision of services by suppliers and does not accept liability for errors and omissions of such suppliers. Any right of recourse the Client may have shall be between the Client and such service provider.
3. The Company shall not be held liable for any loss, damage, inconvenience, delay, injury, or disappointment arising from any occurrence beyond its reasonable control, including weather conditions, natural disasters, strikes, road closures, government restrictions, or any force majeure events.
4. The Client hereby undertakes to indemnify and hold blameless the Company, its affiliates and personnel from all liability and against all claims that may arise in connection with the loss of, or damage to property, and/or injury to the Client in the course of the activities forming part of the quoted Services, as well as whilst being transported by the Company.
5. **IMPORTANT:** The Client's attention is specifically drawn to this clause and to the indemnity above, as required by section 49 of the CPA. Certain activities forming part of the Services carry inherent risk, including boarding and alighting from vehicles, walking on uneven or natural terrain, and exposure to the natural environment and weather. The Client acknowledges these risks, voluntarily assumes them on behalf of every Tour Member, and confirms that this clause and the indemnity were brought to the Client's attention and understood before acceptance, save that nothing in this clause applies to loss, injury or death caused by the Company's gross negligence or wilful misconduct.
6. Any claim against the Company must be submitted in writing within 20 (twenty) business days after the event giving rise to it, failing which the claim is waived, save where a longer period is required by law.
7. The Company's total liability to the Client arising from or in connection with these Terms and the Services, whether in contract, delict or otherwise, is limited in the aggregate to the total amount paid by the Client for the tour concerned. This limitation does not apply to liability for death or personal injury caused by the Company's gross negligence or wilful misconduct, or to any liability that cannot lawfully be limited under the CPA.

INSURANCE

1. The Company strongly advises that travel insurance be taken out by the Client for all members of the tour group. The Company will endeavour to assist the Client with the above at the Client's request.
2. The Company will not be held liable or responsible if the Client fails to take adequate insurance cover or fails to make accurate and truthful disclosure required by any insurer or underwriter.
3. Should any insurer dispute their liability under a contract of insurance, the Client will have recourse against the insurers only, and the Company does not accept liability whatsoever in relation thereto.

FORCE MAJEURE

1. The Company cannot accept liability or pay any compensation where the performance of its contractual obligations is prevented or affected, or where the Client otherwise suffers any damage or loss as a result of Force Majeure.
2. Force Majeure means any event which the Company or the supplier of the services 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, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside of the Company's control.
3. Force Majeure includes epidemic, pandemic or public health emergency, and any resulting government-imposed travel restriction, border closure or lockdown.
4. Where a Force Majeure event prevents or materially affects a tour, the Company may suspend, reschedule or vary the affected services, or offer a credit or voucher of equivalent value. Where the tour is cancelled for this reason, the Company will refund amounts paid, less any amount already paid to, or not recoverable from, third-party service providers, and less reasonable administration costs.

GENERAL

1. Vouchers for pre-paid expenses and tour services are non-endorsable, non-refundable, and non-transferable. No refund will be considered for unused services whether they form part of the basic inclusive tour package or a pre-booked optional arrangement.
2. Special requests should be specified at time of reservation. Whilst every effort will be made to comply, under no circumstances can the Company guarantee that special requests will be met.
3. West Coast Way, in furnishing the Services to the Client, is acting only as an independent party and under no circumstances will West Coast Way be deemed to be in any fiduciary relationship with the Client.
4. This Agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa. The parties consent, in terms of section 45 of the Magistrates' Courts Act 32 of 1944, to the exclusive jurisdiction of the Regional Court for the Regional Division of the Western Cape, held at Cape Town, in respect of any dispute arising from or in connection with these Terms. Where the amount or nature of a claim exceeds the monetary or other jurisdiction of that Regional Court, the parties consent to the exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town. Nothing in this clause deprives the Client of any right under the CPA to refer a dispute to the National Consumer Tribunal, a consumer court, an accredited industry ombud or an alternative dispute resolution agent.
5. The Company acknowledges its obligations to comply with the Protection of Personal Information Act, 4 of 2013 (POPIA). Any Personal Information collected shall be processed lawfully in compliance with POPIA. Personal Information is collected and processed to administer the booking, provide the Services, comply with legal obligations and communicate with the Client. The Company may share Personal Information with third-party service providers to the extent necessary to deliver the Services, including, where a tour element takes place outside South Africa, a trans-border transfer permitted under POPIA. Personal Information is retained only for as long as necessary or as required by law. The Client may access, correct or object to the processing of their Personal Information by contacting the Company, and may lodge a complaint with the Information Regulator.
6. Front-row seating The Company cannot guarantee front-row seating. Front-row vehicle seating is reserved in advance on a first come, first served basis to ensure fairness and will be confirmed in writing. Guests with medical needs should advise the Company in writing prior to travel; reasonable assistance will be provided where possible.
7. Luggage handling The Company's drivers, tour managers and hosts will offer assistance with luggage. The Company guarantees luggage handling throughout the tour. Assistance with luggage is provided as a courtesy only. Guests remain responsible for their personal belongings at all times, and the Company is not liable for loss of or damage to luggage or personal effects, except where caused by the Company's gross negligence or wilful misconduct.
8. Maximum group size Group sizes vary depending on the itinerary and vehicle type. The maximum number of guests will not exceed the legally permitted capacity of the vehicle used. Vehicle types range from minibuses to coaches, selected according to group size and tour requirements.
9. Vehicle access Vehicles may have steps for entry. Guests requiring assistance should advise the guide, tour manager and driver to provide support. The Company cannot guarantee low step vehicles or mechanical lifts. The Company guarantees a Step Stool and assistance (holding hand/arm) by the guide, tour manager and driver for stepping onto and off the vehicle.
10. Driving periods Daily driving times are planned in accordance with local transport regulations. The longest uninterrupted driving period will not exceed 90 minutes (subject to traffic and unforeseen delays) to facilitate guest comfort stops, for instance at a venue or restaurant that we visit.
11. Flower viewing terrain Flower viewing may involve uneven ground, natural terrain, or short walking distances up to 200 meters. Guests should ensure they are physically able to participate and any guest can opt out on any walking experience or cut it shorter and rest (for instance in the vehicle or on any seating available at venues). Alternative viewing opportunities may be limited. Example: We step out of the vehicle at Nieuwoudtville Waterfall. We walk slowly to the waterfall, along a natural path.
12. Safety talk Company Guides and tour managers are tasked with briefing guests on the activity, ensuring a comprehensive safety talk is delivered at all times prior to the commencement of any activity or stepping off the vehicle to visit a venue. This is crucial for the safety and well-being of all participants. Guests are encouraged to listen attentively and ask questions to clarify any concerns. Failure to adhere to safety instructions may result in restricted participation.
13. Cancellation due to illness If illness prevents travel, the Company's standard cancellation policy applies. Clients are strongly advised to obtain comprehensive travel insurance to cover medical cancellations and curtailments.
14. Average guest age The Company does not restrict tours by age.
15. Tour host A professional Company Guide accompanies the group throughout the itinerary.
16. Group dinners Where dinners are included, they are generally taken together as a group. Guests preferring private arrangements need to communicate this to the Company in advance and where possible accommodation will be made. Room service is not included in the tour.
17. Supplementary charges The only compulsory supplementary charge is the single room supplement. Optional extras, such as personal gifts, additional beverages, or gratuities, are payable by guests directly. No hidden charges are levied by the Company.
18. Guest safety If guests' units are located away from the main buildings, it is the responsibility of guests to request accompaniment back to their units at night by a guide or staff member. Not requesting assistance may result in guests navigating potentially unfamiliar or dimly lit areas independently, which could pose safety risks. It is advised to plan accordingly and prioritize personal safety during such circumstances.
19. **Entire agreement:** These Terms, together with the Booking Form and the signed Quotation, constitute the entire agreement between the parties and supersede all prior discussions, representations or agreements, whether oral or written.
20. **Order of precedence:** If there is any conflict between these Terms, the Booking Form and the signed Quotation, the signed Quotation prevails, then the Booking Form, and then these Terms, in respect of the specific booking concerned.
21. **Variation:** No variation, waiver or cancellation of these Terms, and no indulgence granted, will be binding unless recorded in writing and signed by both parties, save for amendments made by the Company under the Introduction.
22. **No waiver:** No failure or delay by the Company in exercising any right operates as a waiver of that right, and no single or partial exercise of a right precludes any further exercise of it.
23. **Severability:** Each provision of these Terms is severable. If any provision is or becomes invalid or unenforceable, it will be severed and the remaining provisions will continue in full force and effect.
24. **Cession:** The Client may not cede or assign any right or obligation under these Terms without the Company's prior written consent. The Company may cede or assign its rights and obligations to any successor-in-title or associated entity.
25. **Legal costs:** Should the Company instruct attorneys to enforce any right under these Terms, the Client will be liable for the Company's legal costs on the attorney-and-own-client scale, including tracing fees and collection commission.
26. **Notices and domicile:** The Client selects the email and physical address stated on the Booking Form as its domicile citandi et executandi for all notices and legal process, and the Company selects its registered office. A notice sent by email is deemed received on the first business day after it is sent, unless the contrary is proved.
27. **Electronic acceptance:** These Terms, the Booking Form and the Quotation may be accepted and signed electronically. An electronic or scanned signature, or acceptance by email or through the Company's online booking process, is a valid and binding signature under the Electronic Communications and Transactions Act 25 of 2002.
28. **Authority:** Any person who accepts these Terms on behalf of a Client or a group warrants that he or she is duly authorised to do so and binds the Client and every Tour Member. Where a Tour Member is a minor, the booking must be made and these Terms accepted by that minor's parent or legal guardian.