

**TCD DESTINATION MANAGEMENT COMPANY (PTY) LTD**  
**t/a THE CAPE DISCOVERED**

**TERMS AND CONDITIONS**

Please familiarize yourself with the following Terms and Conditions. They set out our responsibilities, attempt to explain certain of the terms of the air carriers, and list the terms and conditions of our agreement with you. By accepting the final tour documents and paying the deposit, you confirm your understanding of, and agreement to, all of these Terms and Conditions.

**GENERAL:**

The Cape Discovered (also referred to as "TCD" or the "Company") is a specialist, boutique South African travel specialist and destination planning and management company. Expert travel consultants provide in-depth advice and prepare tailor-made bespoke holiday itineraries for Clients. Within these Terms and Conditions, *The Cape Discovered* shall mean TCD Destination Management Company (Pty) Ltd, a company registered according to the laws of the Republic of South Africa and, where relevant, shall include its representatives, employees, officers and directors. The *Client* shall mean the person making the booking and each person named as part of their group. The Cape Discovered acts as an agent of and works on behalf of the Client in procuring travel related services based on unique travel plans prepared in consultation with the Client. The Cape Discovered shall, under no circumstances, be liable for any loss, damage, injury or delay due to the acts, errors or omissions of the relevant principle service provider concerned, whether accidental or not.

**HOW TO BOOK:**

Please contact your TCD destination specialist, Melinda, and she will be glad to assist. Email her at: [journeys@thecapediscovered.com](mailto:journeys@thecapediscovered.com) or [melinda@thecapediscovered.com](mailto:melinda@thecapediscovered.com)

**RESERVATIONS:**

It is advisable that reservations should be made well in advance as some lodges and service providers have limited capacity and sell out well in advance for certain times of the year. To ensure better availability at your first choice accommodation, activity or transport provider, an early reservation is essential.

**DEPOSIT:**

A non-refundable deposit of (generally) 50% of the trip cost is required to proceed to make and/or confirm reservations and guarantee your booking. Some tours and arrangements may require a higher deposit and earlier final payment. The exact amount will be advised at the time of booking. Additional payments may be required should supplier conditions so require.

If the departure date is within 90 days, full payment will be required in lieu of a deposit.

**PRICES:**

The quoted booking price is based on, inter alia, accommodation prices, transport costs and other relevant service provider prices, as well as the exchange rates prevailing, at the time of TCD's quotation. Because of the volatility of exchange rates and regular changes in pricing for travel within Southern Africa, all prices are subject to change or surcharge.

Once we have received your deposit and confirmed your reservations, you have the opportunity to pay the balance in full to avoid a price increase (should it occur). No price increases will be passed on to the Client after the balance is paid in full.

The Client understands that in the event of there being any increase in pricing prior to receipt by the relevant supplier of the final payment, such increase shall be for the Clients account (unless otherwise agreed to in writing by TCD or the supplier concerned) and shall be payable, without deduction or set-off, simultaneously with the Final Payment contemplated in this document, failing which TCD reserves the right to withhold all travel documentation and related services pending receipt of payment in full.

All quotations or proposals given by TCD in connection with the services to a Client shall be in writing. Such quotations shall be inclusive of Value Added Tax (where applicable). TCD reserves the right to amend and increase any quotation, even after acceptance by the Client, in the event of any adverse currency fluctuations, increases in Government or Statutory levies, price increases levied by third party suppliers, such as providers of accommodation, activities and transportation, in respect of the services prior to receipt of the full balance.

**FINAL PAYMENT:**

Final payment is required ninety (90) days prior to departure, unless otherwise specified. If the balance is not paid by the stipulated date, the right is reserved to cancel the booking(s) without further notice and without refund of deposit.

*Your Journey of Discovery starts Here!*

### TRAVEL, CANCELLATION AND MEDICAL INSURANCE:

All Clients are strongly advised to purchase comprehensive travel, cancellation and medical insurance including, but not limited to, cover for damage / theft / loss of personal baggage, money and goods, personal injury, medical expenses, emergency evacuation, repatriation expenses, cancellation and curtailment, at time of paying their deposit. Clients are solely responsible for arranging and effecting adequate insurance cover for themselves, their dependents and/or traveling companions for the duration of the booking for which they have reserved. Under no circumstances shall TCD be responsible for any claims, losses, damages, costs or expenses incurred or suffered by you, your dependents or traveling companions with regard to, but not limited to, eventualities typically covered by the above forms of insurance.

The Cape Discovered requests that you provide us with your insurance provider's name, together with the policy number and emergency contact telephone number, in case of emergency whilst you are travelling.

### FORCE MAJEURE:

TCD shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature or kind whatsoever, or the non-performance of any of its obligations, resulting from events beyond our or a supplier's reasonable control including, but not limited to, acts of God, strikes, lockouts or other labour disputes or disruptions, wars, blockades or insurrections, riots, earthquakes, fire, floods, weather conditions, quarantines or acts or restraints imposed by government authorities. If TCD is affected by *Force Majeure* it shall be entitled to, and may in its sole discretion, vary or cancel any itinerary or arrangements. No refunds are given for circumstances arising beyond the Company's control, necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of a Client.

In the unlikely event of a vehicle breakdown beyond the Company's control, TCD will arrange to have vehicle repaired in the fastest possible time or source an alternative suitable vehicle. The Company reserves the right to alter the itinerary accordingly in order to make up any time lost due to any unforeseen circumstances.

### LIMITATION OF LIABILITY, CHANGE OF ARRANGEMENTS:

- The "booking" or "reservation" refers to all or any part of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of the Client with the suppliers, and excludes services of a peripheral nature.
- TCD works with tour operators, accommodation, transport and other service providers, and other travel organizations in the capacity as an agent for the Client only and accordingly, on receipt by The Cape Discovered of any booking (which booking shall be deemed to constitute your acceptance of these Terms and Conditions), TCD shall transmit any such booking to the supplier concerned and endeavour to secure all reservations and arrangements in a timely manner.
- Please note that all vouchers, receipts and tickets issued are also subject to the terms and conditions specified by the providers of such services. The Client's acceptance of the vouchers, receipts or tickets and/or the Client utilizing the services comprising any TCD arranged service, will be deemed to constitute the Clients acceptance of the suppliers' terms and conditions.
- Whilst TCD will take reasonable steps to secure your reservations timeously and to ensure your comfort and safety, participation in any tour or service offered by the suppliers (including transportation to and from any venues) is at the Client's own risk. Accordingly, you and any person on whose behalf you have booked, will have no claim (whether for loss, damage, injury, accident, delay or inconvenience to any person and/or their luggage or other property) against TCD, howsoever such loss, damage, injury, accident, delay or inconvenience may occur and whether the same shall arise from or be occasioned by the negligence of the indemnified parties or otherwise.
- The suppliers themselves may be indemnified against any liability for any damage or loss (howsoever arising) that you may suffer in that they themselves act as agents or have contracted out of liability and it is therefore recommended that you take out adequate insurance cover.
- TCD will endeavour to timeously confirm the status of any booking in writing. Where TCD is unable to do so, failure to provide written confirmation shall not negate the validity and/or conditions of the booking, nor will The Cape Discovered's failure to do so constitute an act of negligence or breach on its part.
- In the event that the Client wishes to amend their reservation in any way, TCD may elect, in its sole discretion and without obligation, to arrange with the supplier concerned to effect the requested change and if doing so, to charge an amendment fee as it deems necessary.
- The Client shall be obliged to advise TCD in writing on the *Guest Information & Booking Reservation* form of any special requests, needs or facilities required by them due to medical needs, requirements relating to disabilities, special dietary requirements, refrigeration requirements for the storage of insulin and other medically prescribed drugs, and any other requirements incidental thereto. The costs of complying with such special requests, needs or facilities shall be borne by the Client and shall be payable on demand. Unless proven to be due to gross negligence or willful misconduct, the Client shall have no claim against TCD for any damages suffered if for any reason such requests are not met during their travel.

- In the event of there being an unscheduled extension to the booking caused by flight delay or *Force Majeure*, it is understood that expenses relating to such unscheduled extensions (e.g. hotel accommodation) will be for the Client's account and TCD cannot be held liable therefore.
- In the event that any supplier is unable to provide the service booked on behalf of the Client, TCD will endeavour to offer the Client suitable alternative arrangements of similar classification and in the same area, wherever possible. Should the Client be unwilling or unable to accept the alternative arrangements proposed by TCD, any refunds to which the Client may be entitled is subject to the terms and conditions of the relevant supplier and to the terms for cancellation provided for herein. Any refund in respect of any commission paid or payable to TCD shall be at the sole discretion of the Company.

#### **PAYMENT POLICY:**

Clients are encouraged to settle payment by way of a bank transfer – in this instance the amount is to be converted by the Client's bank to ZAR prior to transfer if the Client's account is in a currency other than ZAR. It is the Client's responsibility to inform and instruct their bank that the net invoice amount must equal the funds clearing into TCD's bank account and that bank charges are for the Client's account.

Please note that an invoice can be converted and provided in your "home" currency should you wish to settle payment by means of Visa or Mastercard. Your payment will, however, be converted to South African Rand ("ZAR") at the prevailing Rate of Exchange ("ROE") as part of the transaction process due to foreign exchange regulations of the South African Reserve Bank, with any resulting foreign exchange differences or bank charges being for the Client's account.

In cases where a part of a Clients' holiday will be billed by suppliers to TCD in US\$ or other foreign currencies, the Client may be able to reduce any future currency related billing variances if they, with written agreement by TCD, pay the whole or part of the amount due into TCD's US\$ account by means of a bank transfer. In such cases The Cape Discovered will provide the Client, upon written request, with both a Dollar amount and, if also applicable, a Rand amount owing for their vacation. All standard Terms and Conditions remain the same.

#### **CANCELLATIONS AND REFUNDS:**

Cancellations of confirmed bookings may only take place according to the procedure outlined in this clause.

- There will be no refund for unused arrangements (accommodation, activities, transport and transfers) after a Client is booked to commence travel.
- All requests for cancellations shall be made by the Client in writing to TCD and shall only be effective on the date of actual receipt by the Company. TCD will endeavour to provide the services required by the Client, but in the event of cancellation of a booking for any reason whatsoever, partially or in full, by or on behalf of you, TCD reserves the right to claim the services, administration, communication and cancellation charges which will include, but not be limited to, any charges levied by any supplier against the Company in respect of such booking.
- The following **Cancellation Fees** shall be applicable and shall be calculated as follows:
  - Cancellation more than 90 days prior to trip commencement: non-refundable deposit of (generally) 50% is forfeited;
  - Cancellation 90 - 60 days prior to trip commencement: 75% of total booking cost is forfeited;
  - Cancellation less than 60 days prior to tour commencement: 100% of total booking cost is forfeited.
- The number of days' notice given by the Client is calculated from the date of receipt by TCD of a Client's cancellation request, less the date of embarkation by the Client. For the avoidance of any doubt, "embarkation" shall mean the date on which a Client is booked to commence any travel, undertake an excursion or any activity for which the services are booked, whichever is the greater value.
- If a Client fails to join a tour, or activity, or arrive for a booked transfer, or check into a confirmed reservation, or joins / arrives / checks in late, or leaves prior to completion, no refund or rebate will be made.
- Notwithstanding the detail as to the calculations provided above, it is specifically recorded that The Cape Discovered retains the right to exercise its discretion and charge any reasonable fees for cancellation with the above calculations acting as guidelines only.
- Any cancellation of any air ticket arranged for and on your behalf will be subject to the relevant airline's applicable terms and conditions relating to the fare type chosen by you. You acknowledge and agree that any cancelled airline tickets presented for refund will be subject to delays and that any such refund may be denied by the airline. The Cape Discovered will endeavour to expedite any such refund owing to you, but will only be obliged to refund any such amounts to you on receipt thereof from the relevant airline. In some instances, unused airline tickets are not refundable. The Cape Discovered is of the opinion that you should consider travel insurance. Certain travel insurance benefits or coverage may be available only for a limited number of days after you have booked your trip.
- TCD reserves the right to discontinue and summarily cancel any booking/reservation in respect of which payment has fallen in arrears, and in the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand.

### **RIGHT OF RETENTION:**

Until such time as The Cape Discovered has received payment in full for the services as set out in the confirmed booking, all documentation including, without limiting the generality thereof, airline tickets, vouchers for accommodation, excursions, meals and transportation (all of which hereinafter referred to as "the documents") will not be issued or handed over to the Client. The provisions of this clause shall entitle The Cape Discovered so as to give it a right of retention or lien in respect of the documents until payment is received in full.

### **SUMMARY OF THE BOOKING PROCESS:**

In order to confirm a Client's reservations, The Cape Discoverer requires a (generally) 50% deposit payment at the time of booking. This amount must be credited to TCD's account within 72 hours of confirmation.

Final payment for any booking must be irrevocably credited to the account of The Cape Discovered at least 90 days prior to the date of departure, unless specific arrangements have been made with and confirmed in writing by The Cape Discovered.

Any bookings made less than 90 days prior to the departure date must be accompanied by full and final payment, unless otherwise agreed to in writing by The Cape Discovered.

Final invoicing is based upon the confirmed prices, plus any additional charges (including, but not limited to, any disbursements incurred by The Cape Discovered for and on behalf of the Client), taking into account any currency fluctuations or changes in supplier's pricing that resulted in an increase in costs from the time of quotation to the time of final payment, less any deposit paid.

Payment of any such invoice and/or statement must be made in full, without deduction or set-off, on the due date therefore, notwithstanding cancellation of all or any part of the services booked by TCD. Failure to make final payment on the confirmed due date could lead to cancellation of booked services and the loss of all monies paid to date. TCD reserves all rights of recourse to recover overdue amounts.

### **INCLUDED IN BOOKING AND PRICE:**

1. Accommodations:  
As specified in the itinerary, or similar, provided in hotels, lodges, camps, guest houses and B&B's, based on two persons sharing a room with private bath or shower. Room assignments are always done by the service provider in an impartial fashion. Therefore, if you have a special needs (e.g. near elevator, lower floor, etc.), please let us know at the time of booking and we will request accordingly. All rooms and accommodation are requested to be 'non-smoking'. TCD may substitute accommodations when we consider it necessary or appropriate. Service charges and taxes are included for all accommodations.
2. Meals:  
Where provided, as specified in each itinerary; (B) breakfast, (L) lunch, (D) dinner, (FI) fully inclusive of breakfast, lunch and dinner, (DBB) dinner, bed, breakfast.
3. Transfers:  
Between ports, airports, rail stations, accommodations or activities are provided, when specified. Transfers generally include up to 2 pieces of luggage per person. Airlines and charters may be more restrictive as to luggage they permit and you are subject to their restrictions.
4. Sightseeing or Activities:  
As specified in each itinerary. TCD uses modern, comfortable transportation, with English speaking guides / drivers. Other languages may be accommodated with prior arrangement.
5. Airline baggage limits:  
Fees for checked baggage may apply and vary by airline. For complete information please visit the airlines' websites. Some details are stated in your travel documents. TCD can accept no liability for loss, theft or damage due to breakage, water or any other damage. You are responsible for the handling of any carry-on luggage.
6. Baggage for charter flights:  
On charter flights you are permitted one soft sided-bag, weighing no more than the limit stated in trip documents. The weight limit may be as low as 20 kgs, including hand luggage, depending on aircraft type and destination. Passengers are responsible for arranging and paying to store excess luggage.  
Luggage and personal effects are at owner's risk throughout travel.
7. Custom Tour Planning:  
Tour planning, preparation, marketing and operational costs are included in the itinerary price that you will be quoted.  
Revisions to a Custom Itinerary:  
A fee of R1,000 will be charged for a revision to a confirmed itinerary. Although we try our best to be accommodating, we cannot guarantee that it will be possible to make your requested revision or change.  
A fee for additional communications and expedited mail costs will be charged when applicable.

*Your Journey of Discovery starts Here!*

### NOT INCLUDED IN BOOKING AND PRICE:

Certain items are not included in the cost of the booking. These costs, which are the Client's responsibility include, but are not limited to:

1. The cost of medical, cancellation and travel insurances, including cover for personal injury, medical expenses, emergency evacuation and repatriation costs, cover for cancellation and curtailment, and insurance cover for damage, theft or loss of items of a personal nature, including the Client's baggage. The carriage and storage of all baggage and personal effects are at all times the Client's risk and TCD accepts no liability for any loss of or damage to baggage or personal effects. It is the Clients' responsibility to ensure all personal items are covered by travel insurance for the correct value.
2. All medical, emergency evacuation or repatriation, or cancellation costs incurred should a Client fall ill that are not covered by a Client's medical or travel insurance. Itinerary prices do not include the costs or expenses that you will incur, including your trip home, should you not undertake a trip or if you cut short a trip, whether by your own choice, or due to illness, action by government, or for any other reason.
3. Land component only prices do not included airfares, the costs to obtain passports, visas or inoculations, excess baggage and local airport taxes.
4. All items of a personal nature such as beverages, snacks, meals not specified in the itinerary, medicines, laundry, phone calls, internet, paid TV entertainment, and any optional excursions not reflected on the booking reservation.
5. Special requirements:  
All costs associated with complying with any special requirements shall be borne by the Client.
6. Gratuities:  
Tips to waiters, hotel staff, baggage handling, game rangers and trackers, tour guides and drivers are not included and are at the discretion of the trip participant.  
These are examples of non-included items only, and are not an exhaustive list.

Flights, Air Travel Taxes and Liability:

- Please note that in the event of flights being booked or secured by TCD on behalf of a Client, payment shall be made to the airline directly charged to the Client's credit card.
- Before arranging flights through TCD, full passenger names and passport details as well as copies of all passengers' passports is required, failing which The Cape Discovered accepts no responsibility for incorrect passport numbers or incorrect spelling of any names provided by the Client. Airlines require the full names of passengers as printed in their passports and will not accept changes once tickets are issued.
- Air transportation will be Economy Class, unless otherwise specifically requested in writing.
- The airfare and airport tax are current at the time of quotation and are subject to change without prior warning should the airline impose an increase in rates for any reason. Should the fare quoted not be available at the time of booking, the next applicable fare will be booked and amended costs advised accordingly. Please note that fares may increase between time of booking, time of payment and the ticket being issued. Any increase in air fares shall be payable on demand by the Client.
- The Cape Discovered cannot be held responsible should airlines discontinue flights on certain routings or change scheduled timetables, resulting in delayed or missed connections. Should an amendment in routing or itinerary be necessary, any additional costs incurred will be borne by the Client and shall be payable to TCD on demand.
- Due to recent international events, many airlines / airports have extended the check-in times of both domestic and international flights. Throughout the entire trip, it is the Client's responsibility to ensure that enough time has been allowed in order not to miss connecting flights and transfers. TCD cannot be held responsible for any delays or circumstances that may result in a client missing their flight or subsequent transfers.
- In relation to flights, you are generally required to use all flight coupons in sequential order. If this requirement is not met, the airline may void the ticket. The onus rests on you to carefully check and correct any mistakes in your flight reservation request and in any confirmation thereof received from the airline via a travel agent or TCD in a timely manner (any changes must be made within 24 hours). Clients must read the FLIGHT RULES for each ticket.
- All onward and return flights should be confirmed with the relevant airlines at least 24 hours prior to the commencement of that leg of the journey, unless you are specifically informed otherwise by the airline.
- Travel Taxes & Fees imposed by governments and airlines are NOT included in land component quotes; these are included in your airfares.
- Airline contract: The airlines are not responsible for any act, omission or event during the time the passengers are not aboard their conveyance. The passenger contract in use by the airlines concerned when tickets are issued, shall constitute the sole contract between the airline and the Client.

Passports, Visas and Medical Requirements:

- Clients must ensure that prior to embarking on the travels their passports and visas, and those of their dependents and traveling companions, are valid for the countries to be visited. Such responsibility shall also extend to vaccinations and other medical certificates where applicable. The Cape Discovered shall not be liable in any way whatsoever for any matters relating to passports, entry permit / visas or vaccinations / inoculations.

*Your Journey of Discovery starts Here!*

- The Cape Discovered does not accept any responsibility for changes in medical requirements or regulations for visas or any particular visa requirements. Should you be refused entry to any country, due to incorrect or incomplete documentation or for failure to comply with that country's medical requirements, The Cape Discovered shall not be liable for any costs of whatsoever nature occasioned thereby.
- It is your responsibility to be aware of malaria, yellow fever and other potential diseases when traveling to Africa. Clients must take all necessary vaccinations and precautions, as are required in the prevention of these diseases, which are endemic to certain regions of Africa and South Africa. Clients should therefore, prior to embarking for the services for which you are booked, attend at your medical practitioner or a travel clinic to obtain the necessary vaccinations, medication and advice. The Cape Discovered does not accept any responsibility whatsoever for you being refused entry into any country due to incorrect or incomplete health documentation or vaccinations.
- The Client acknowledges an awareness of the proposed itinerary and confirms that he/she is medically fit, in good physical and mental health and is able to embark on the trip. If you have any pre-existing medical condition or illness, you must declare the true nature of such condition at the time of booking and make arrangements for the provision of any drugs or other cause of treatment that may be required during your trip. In some cases, you will be required to provide a medical statement from a medical practitioner to confirm that you are fit to travel.
- Please note that anyone traveling to Southern Africa must have two consecutive blank pages in their passport that lie side by side when the passport is open (i.e. a left and a right hand page).  
Passengers traveling to Southern Africa with passports that do not comply with these requirements, may either be stopped from boarding the aircraft or risk deportation on arrival in Southern Africa.  
In addition to this, some countries also require passports to be valid for at least 6 months after the last date of travel.
- Especially if you are not travelling on a Canadian or American passport, it is imperative that you check visa requirements for all of the destinations that you will be travelling to or transiting through.
- US and Canadian passport holders will require a valid passport for visiting South Africa. For a stay not exceeding 90 days, no Visa is currently required.

#### **PRIVACY POLICY:**

At The Cape Discovered, we respect your privacy and any personal information that we request from you will only be used by TCD to organize your travel and trip plans with our suppliers. Some examples of how we share this information would be your name and phone number for accommodation providers and passport information for airlines and vehicle manifests.

#### **CHILD POLICY:**

1. A child of 12 years and older will automatically be regarded as an adult and charged the full adult rate for all services provided unless otherwise agreed in writing by The Cape Discovered.
2. Certain suppliers offer a discounted rate to children under 12 years old, however rates will be advised according to the itinerary confirmed at the time of booking.
3. Certain accommodation establishments refuse permission to children under the age of 12 years, such as certain private game lodges and hotels. Acceptance of children is therefore subject to the availability of family units and any specific conditions implemented by the supplier.
4. Suppliers who allow children under the age of 12 years may have restrictions regarding activities in which children may partake. This is at the discretion of the supplier and needs to be confirmed with The Cape Discovered at the time of booking.
5. TCD cannot be held liable for any changes to child policies of third party service providers.

#### **FRAGRANCES:**

In consideration of your fellow passengers and travel companions, please refrain from using strong perfumes, colognes or aftershaves.

#### **LIVING STANDARDS AND PRACTICES AT THE DESTINATION:**

These may differ from those found in your country of origin. The standards and conditions with respect to the provision of utilities, services, accommodation and transportation may also differ from those found in your country of origin. Please be aware that during your participation in a TCD trip or itinerary, certain risks and dangers may arise including, but not limited to, the hazards of travelling in undeveloped areas, travel by boat, train, automobile, aircrafts or other means of conveyance, the forces of nature, political unrest, and accident or illness in remote regions without means of rapid evacuation or modern medical facilities. Also be aware and clearly understand that The Cape Discovered shall not have liability regarding the provision of medical care, or the adequacy of any care that may be rendered. These risks are not an exhaustive list, but are examples of many kinds of risks that may be encountered at the destination.

#### **OPERATOR'S AUTHORITY AND RESPONSIBILITY:**

Any decision made by the tour guide or TCD's representative, shall be deemed final on all matters.

TCD shall not be responsible or liable for any Client who commits an illegal act, or the consequences of such an illegal act.

*Your Journey of Discovery starts Here!*

The Client may, in such circumstances, at the sole discretion of the Company or Company representative, be excluded from a tour or activity without a refund.

If TCD considers a Client unsuitable to continue (due to mental or physical illness or implied danger to any other Client or a Company representative), it may at its sole discretion decline to carry the Client further, without any refund whatsoever. If a Client causes severe inconvenience or annoyance to other Clients, the Company may decline to carry the Client further, without any refund whatsoever. This will only occur after extensive intervention by the Company's representative.

In the event that it becomes necessary or advisable for the comfort or wellbeing of the Clients, or for any reason whatsoever, to alter the itinerary arrangements, such alterations may be made without penalty to TCD. Additional expenses, if any, shall be borne by the Client; conversely, any refund will be made to the Client if any saving is affected thereby.

TCD acts only as agent for the Client in matters pertaining to travel and assumes no responsibility nor liability in connection with the service provided by a service provider, for example by any conveyance provider in the performance of its duty to a passenger, where the Company will not be responsible for any act, error, or omission, or any injury, loss, accident, delay or irregularity which may be occasioned by reason of any defect in any form of transport or through the neglect or default of any service provider or person engaged in conveying the passenger; nor for any hotel proprietor or hotel service; nor for any other person engaged in carrying out a service for which tickets or coupons are issued or reservations made.

#### **PHOTO PERMISSIONS:**

On occasion, TCD takes photos of group or trip members participating in various activities on our journeys. These photos may be published on social media and TCD's blog. If, for any reason you do not wish to have your photo taken and published, please advise a TCD representative / tour guide / tour leader on the first day of your trip / tour.

#### **WEB DISCLAIMER:**

Information on the Company's websites or on its social media platforms is provided as a guideline only. While we try to keep it accurate and up-to-date, no guarantee can be made that it always will be. Use of information on this website at your own risk. Prices quoted on a website or referred to in social media are subject to confirmation when making your enquiry or booking. Prices can change without notice or website update.

Wherever these websites or social media platforms provide links to other websites or sources, this should not be construed as constituting any relationship or endorsement of the linked third party and reliance on all information provided by the external link is done so at your own risk.

#### **CLAIMS & COMPLAINTS:**

In the unlikely event that the Client has a complaint against TCD or a service provider, the Company must be informed immediately in order that an opportunity is afforded to the Company to investigate the situation and provide redress. If the Client has any further complaints, these must be lodged in writing with TCD within one month of the tour end date. If these procedures are not followed, the Company will not start or continue any such investigation of said complaint.

#### **COUNTRY OF DOMICILE:**

The websites ([www.thecapediscovered.com](http://www.thecapediscovered.com), [www.southernafricadiscovered.com](http://www.southernafricadiscovered.com)), and the agreement between TCD and the Client, and all matters or disputes incidental thereto or arising therefrom shall in all respects be governed by and construed in accordance with the laws of South Africa, including all matters of construction, validity and performance and TCD chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature:

Physical:

62 Sandpiper, Jakkalsfontein Nature Reserve, R27 (West Coast Road), Darling, 7345  
Western Cape, South Africa

Mailing:

P. O. Box 1404, Langebaan, 7357  
Western Cape, South Africa

#### **COMPANY INFORMATION:**

TCD Destination Management Company (Proprietary) Limited (Registration Number: 2007 / 008456 / 07), a company registered according to the company laws of the Republic of South Africa, trading as The Cape Discovered, with directors: Stephen Woodhead and Melinda Woodhead.

*Your Journey of Discovery starts Here!*

**RELEASE OF LIABILITY:**

You are voluntarily participating in all activities incorporated in or contemplated by your bespoke itinerary with the knowledge that there could be significant dangers involved and you hereby agree to accept any and all such risks. You release The Cape Discovered and its directors, officers, representatives and personnel from any and all claims, known or unknown, arising from contracting with TCD, travelling to or from your chosen destinations, and in any and every way participating in the confirmed itinerary. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and travelling party, also including minors accompanying you. This agreement also binds your heirs, legal representatives and assigns.

AS LAWFUL consideration for the agreement entered into with The Cape Discovered for destination planning and management, including preparation of the tailor-made bespoke holiday itinerary, the Client agrees not to make any claim against The Cape Discovered or sue for illness, bodily injury, emotional trauma, death, property loss or damage, or any other loss, cost or expense, however caused, as a result of or related to your contracting for, travelling to or from, or in any and every other way participating in the trip that TCD has assisted in the planning or management of.

*By signing TCD Guest Information and Booking Form, you acknowledge that you have read and understood these Terms and Conditions.*