



TOUR TERMS AND CONDITIONS

DEFINITIONS

In this document, the “Host” shall mean Lighthouses South Africa, its owners, employees, volunteers, business operators, agents, and site property owners or lessees. The “Participant” shall mean the person that has consented to embark on a tour organized by the Host.

INFORMATION PROVIDED

The information provided on any website, social media site, brochure, leaflets, printed and/or word-of-mouth advertising is given in good faith by the Host, and is based on the latest information available. The Host reserves the right to change the facilities, activities or transport described in any publication or notice without being liable for any compensation or refund.

MARKETING MATERIALS

The Participant shall be aware that the Host may take photographs or video of the Participant whilst on a tour, and the Host reserves the right to use such material on any website, social media site, advertising, or brochure production without the prior consent of and/or payment to the Participant.

DOCUMENTATION REQUIREMENTS

It is the Participant’s sole responsibility to ensure that passports, visas, health certificates and/or any other required documentations are in order, particularly with regard to regulations pertaining to the travel of minor children. Any resulting consequences of the Participant’s failure to have his/her required paperwork in order shall be for the account of and the sole responsibility of the Participant.

AUTHORITY

All decisions made by the tour leader or representative employed by the Host shall be final on all matters. The Host shall not be responsible or liable for any Participant that commits an illegal or unlawful act, and the Participant may under such circumstances be excluded from a tour without a refund. If the Host considers the Participant unsuitable for a tour, or if the Participant causes inconvenience or annoyance to other Participants, the Host may, at its sole discretion, decline to carry the Participant any further without any refund whatsoever.

TOUR CHANGES OR ALTERATIONS

The Host reserves the right to unilaterally change transport methods, routes and/or accommodation in certain circumstances. The Host shall not be held liable for any compensation to the Participant if it is forced to cancel or in any way change the tour due to inter alia, but not limited to exclusively, *force majeure* including war, riots, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, pandemics or epidemics, adverse weather conditions, or other external circumstances beyond the control of the Host. In the event of the Participant changing, at their own discretion, any facilities, accommodation, activities, operator or travel arrangements such as flights or transfers, or any portion of an itinerary agreed upon by the Participant, the Host shall not be held liable for any compensation or costs to the Participant whatsoever. The Host reserves the right to cancel any tour without prior notification and in such an event only agrees to refund all monies already paid by the Participant.

CANCELLATION POLICY

If the Participant cancels their booking, partially or in full, for any reason whatsoever, the Host may levy cancellation charges as defined below. In the occasional instance where the Host is able to obtain waivers of cancellation fees and/or secure an exgratia refund from its suppliers, the Host shall pass this on to the Participant less the service fee. However, the Host makes no guarantees as to securing such waivers or refunds.

- 0-30 days prior to departure: 100%
- 31-60 days prior to departure: 50%
- 61+ days prior to departure: 25%

If, however, the Host is able to find a replacement Participant for the cancelled booking, then 100% of the amount paid to the Host by the Participant to date shall be refunded.

All cancellations must be sent to the Host via email.

The Host shall make every effort to avoid misquotation. In the event of an obvious error or omission which leads to a material cost implication, the Host reserves the right to cancel a reservation without liability or penalty, or to allow the Participant to make a top-up payment to accommodate for such error or omission.

The Host reserves the right to levy a 5% service fee on credit card and bank transfer refunds due to cancellations.

INSURANCE

Insurance is the sole responsibility of the Participant. Before the Participant commences with travel, he/she should arrange his/her own insurance with a reputable insurer, with protection for the full duration of the tour, to cover personal injury, medical expenses, repatriation expenses, loss of luggage, and loss of cash and expenses associated with the cancellation or curtailment of any tour. If the Participant becomes ill or is injured, all hospital expenses, doctor's fees and/or repatriation costs are the Participant's responsibility, and the Host shall not be liable for any refund of fees whatsoever. The carriage and storage of baggage and/or personal effects are at all times the Participant's risk, and the Host cannot accept any liability for any loss of or damage to these items.

HEALTH

The Participant 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 Participant with a pre-existing medical condition or illness must declare the true nature of such conditions to the Host before the commencement of the tour. Any failure to do so may result in cancellation of his/her booking. Every Participant above the age of 65 is required to submit a medical certificate or self-declaration of medical fitness prior to the beginning of the tour.

CLAIMS AND COMPLAINTS

In the unlikely event that the Participant has a complaint, it must be taken up immediately with the Host, in order that an opportunity is afforded to the Host to investigate the situation and provide redress. If the Participant has any further complaint, they must lodge this in writing to the Host within 10 (ten) days of the conclusion of the tour. If these procedures are not followed, the Host shall not investigate or continue to investigate such complaints.

LIABILITY

The Participant shall acknowledge, confirm and record that he/she understands and appreciates the risks inherent in adventure travel. The Participant shall undertake that the tour, activities and travel are at his/her own risk. Such risk could include injury, disease or death. The Participant agrees and concedes that the Host shall not be responsible for loss or damage to property, injury, illness, loss of life, or consequential damages which may arise from any cause whatsoever.

INDEMNITY

The Participant shall agree to sign and abide by the conditions of the Lighthouses South Africa Indemnity Document. This document shall be supplied by the Host to the Participant for perusal at the time of making a booking. Refusal to sign this document shall result in cancellation of the booking.