

Terms and Conditions

UNDERTAKING

Empire Chartered Tours (Registration Number- 201531018807) undertakes to provide all services offered subject to the terms and conditions set out herein, which terms and conditions are accepted by the passenger.

In order to ensure availability of preferred accommodation establishments on escorted overland tours, it is always recommended that reservations are made at least 30 days prior to departure date.

Empire Chartered Tours makes every effort to ensure that the various services making up your tour will be carried out efficiently and as specified,

Our drivers and couriers are trained and possess the necessary qualifications and documents.

DEFINITIONS

PASSENGER means: individuals, groups, companies or other legal persons using the services offered by Empire Chartered Tours and includes the agents of passengers.

SERVICES means: the provision of accommodation and/or transportation and/or tours and/or meals as offered by Empire Chartered Tours and accepted by the Passenger.

DEPARTURE means: the scheduled date of departure of the Empire Chartered Tours vehicle.

PRICES

Prices are subject to change without prior notification. Prices are also subject to adjustment in the event of changes in government imposed taxes, fuel price, hotel charges, tourism levies and or the introduction of national, regional or local taxes or levies of whatever nature.

All prices and rates are quoted in ZA Rand, unless otherwise specified. Payment in approved foreign currency will be accepted at the rate of exchange applied at the time of receipt of payment. Any shortfall resulting from exchange rate fluctuations will be for the account of the passenger.

TOUR PRICE EXCLUSIONS

The tour price excludes: Any tips and gratuities (left to the individual's discretion); personal items (beverages, cigarettes, telephone calls, room service, laundry and other extras); air and rail fares (unless specified as part of a package); visas, health requirements, immigration requirements. (Empire Chartered Tours accepts no responsibility if such documentation is not in order – visitors should consult their travel agents.)

PAYMENT

Fifty percent (50%) of any tour price is due and payable on booking the tour. Bookings must be made 30 days prior to date of departure. Final and full payment is due and payable 14 days before departure.

Payment can be made via online bank electronic payment to the bank account and swift code provided and payment can also be made via a secure link that will be provided with invoice.

Alternative payment methods can only be valid if arranged on request, and it must be agreed to and confirmed in writing by Empire Chartered Tours.

BANK ACCOUNT DETAILS

BANK NAME: NEDBANK
ACCOUNT OPENED: 01/10/2015
ACCOUNT HOLDER: EMPIRE CHARTERED TOURS (PTY)LTD
ACCOUNT TYPE: BUSINESS CURRENT ACCOUNT
ACCOUNT NUMBER: 1118769724
BRANCH NAME: SBS TRANSACTIONAL (3951)
BRANCH CODE: 198765
SWIFT CODE: NEDSZAJJ

Any queries and questions regarding this bank account details, please feel free to contact Nedbank Limited on 0860 116 400.

CHILD POLICY

Children of all ages are welcome on our scheduled day tours. Bookings on our escorted overland tours are strictly subject to the availability of child- friendly accommodation at the time of request.

Children Discounts

Children 12 years and under pay only 50% of the tour price provided they are accompanied by an adult on day tours.

Children 12 years and under pay only 50% of the tour price provided they are accompanied by and share the same room with two full paying adults. Restrictions apply to certain tours.

As a courtesy, is able to provide child seats when required, however, we do advise that guests supply their own seats for children and infants. Empire Chartered Tours cannot be held responsible should the seats provided not be suitable for the guests' requirements.

CANCELLATIONS, REFUNDS AND AMMENDMENTS

All cancellations, refunds and amendments shall only be valid if received by Empire Chartered Tours in writing.

For any reservation cancelled within 14 days of the arrival date, a charge to the full value of the services requested will be made and if any refund is considered, it is subject to the discretion of the management. These cancellation fees are also subject to the discretion of Empire Chartered Tours.

Amendments and all cancellations en route must be made with Empire Chartered Tours directly. Please note that en route cancellations and amendments may incur additional fees as determined by Empire Chartered Tours. Any such amounts due as a result of such amendments or cancellations are payable directly to Empire Chartered Tours.

The agreement cannot be cancelled, except by agreement between Empire Chartered Tours and the passenger. The Hirer accepts that these cancellation terms are reasonable and fair.

If Empire Chartered Tours has already paid third party suppliers, these amounts will not be refunded.

There are no refunds for Robben Island tickets, Garden Route tours, Overland Tours, certain tours and Safaris and this will be communicated to passenger prior to payment.

No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic tour price, or whether they are in respect of pre-booked optional arrangements.

ACCOMMODATION

Accommodation is as specified in the itinerary or brochure and is based on 2 people sharing a twin bedded room. The use of specific accommodation is subject to availability. Empire Chartered Tours reserves the right to substitute hotels with other of a similar or higher category at no additional cost to the traveller, even after commencement of the tour. Single accommodation is available at an extra cost on a first come first served basis.

MEALS

Meals included are as specified in the tour itinerary. Please check the applicable itinerary for details.

TRANSPORTATION

Transportation is in air-conditioned luxury Sedans, SUV's, Minivans, Quantums or Sprinters appropriate to the requirements of the tour and based on passenger numbers.

Empire Chartered Tours reserves the right to sub-contract in an emergency, and when this right is exercised the substitute vehicle will, as far as circumstances permit, compare equally with Empire Chartered Tours vehicles.

HEALTH & VISAS

It is the responsibility of the agent and/passengers to ensure that all the necessary documentation and/or precautionary medication measurements are attended to prior to travel.

Empire Chartered Tours does not accept responsibility in this regard.

Travellers undertake that they have made themselves aware of and accept the potential hazards related to travel, including injury, disease, loss or damage to property, inconvenience and discomfort and satisfied themselves prior to booking that they are fit and able to complete the itinerary of the chosen tour.

If the Traveller has any pre-existing medical condition or illness, they 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 which may be required during their trip.

LUGGAGE

1 Suitcase and 1 overnight bag per person allowed. Empire Chartered Tours accepts no responsibility for loss or damage to luggage or personal property from whatsoever cause arising.

Passengers are advised to take up adequate insurance cover.

RIGHT OF ADMISSION RESERVED

Empire Chartered Tours shall at its discretion enforce conduct rules, and reserves the right to decline to accept or retain any person as a passenger.

Passengers shall obey every lawful instruction of any employee of Empire Chartered Tours .

SMOKING

Smoking is not permitted on board our Empire Chartered Tours vehicles. Comfort stops will be made en route.

CHECK IN TIME

Passengers shall check in at all departure points at least 30 minutes before the scheduled departure time.

Empire Chartered Tours does not accept responsibility for any passenger who fails to comply with this condition.

FORCE MAJEURE

Empire Chartered Tours is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

DELAYS

Empire Chartered Tours shall not be responsible for the consequences of any delays whether arising from accidents, breakdowns, or any other cause.

RESPONSIBILITY

Empire Chartered Tours does not have direct control over the provision of services by hotels, airlines and suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay or irregularity that may be occasioned by any error or default.

ALTERATIONS

All tours, itineraries, travel arrangements, hotel accommodation and other arrangements are subject to alterations or cancellations at any time without prior notice and for any reason, at the sole and absolute discretion of Empire Chartered Tours. Empire Chartered Tours shall not be responsible for any damages whatsoever arising from any such alteration or cancellation.

STANDARD & SAFETY

Empire Chartered Tours undertakes that:

Vehicles provided are large enough to accommodate the number of passengers and luggage as long as it 1 suitcase and 1 overnight bag per person as per luggage terms and conditions above.

All drivers are licensed in terms of local legislation

All vehicles are safe and comply with relevant safety regulations

INSURANCE

All travellers are advised to and are solely responsible to take out comprehensive travel insurance and to familiarise themselves with any exceptions and conditions as may be imposed by the insurance company or underwriters issuing the policy of insurance which they select.

Empire Chartered Tours holds Passenger Liability Insurance.

LIMITATION OF LIABILITY

Empire Chartered Tours is indemnified and held harmless against any and all claims, losses, damages and/or costs, howsoever caused, arising directly or indirectly from these Terms and Conditions and any tours operated or organised by Empire Chartered Tours.

Nothing in this Agreement shall operate so as to exclude or in any way limit the Travellers' or Empire Chartered Tours's liability for fraud, or for death or personal injury caused by either's negligence or any other liability that may not be excluded or limited as a matter of law.

LAW

The law of the Republic of South Africa shall govern the relationship between Empire Chartered Tours and the passenger and the Courts of the Republic of South Africa shall have sole jurisdiction in respect of any claims and/or disputes which may arise between Empire Chartered Tours and the passenger, or Agent.

DISCLAIMER

Empire Chartered Tours, their employees, agents and associates shall not be responsible for and shall be exempt from any liability in respect of any loss, damage, injury, accident, delay or inconvenience to any person or their luggage or other personal property whether the same shall occur and whether the same shall arise from or be occasioned by the negligence of Empire Chartered Tours, their employees, agents, associates and other persons indirectly in the employ or service of Empire Chartered Tours or otherwise under any circumstances whatsoever.