

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.

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.

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, 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); visas, health requirements, immigration requirements.

(Empire Chartered Tours accepts no responsibility if such documentation is not in order – visitors should consult their travel agents.)

BOOKINGS, PAYMENT AND CANCELLATIONS

1. Booking Procedures (for the Tours offered):

- The Tours described above, based on the agreed special prices & conditions are offered by Empire Chartered Travel (ECT) only to FOR Reunion participants.
- The Tour(s) must be booked through the following Website: www.bit.ly/ECT-FOR-Reunion

BOOKINGS, PAYMENT AND CANCELLATIONS (Continued)

1. Booking Procedures (for the Tours offered) (Continued):

- Bookings can be made at anytime from now until 30 days prior to the actual tour date. In order to secure a booking, booking form must be completed on the above website link .
- Participants must fill in their card details on the booking form and Empire Chartered Tours will deduct the full amount 30 days prior to the tour through the payment gateway.
- If a participant is paying for more than 1 person, they must clearly state it on booking form.
- Bookings can be made at anytime from now until 30 days prior to the actual tour date. In order to secure a booking, booking form must be completed on the above website.
- Participants must fill in their card details on the booking form and Empire Chartered Tours will deduct the full amount 30 days prior to the tour through the gateway.
- If a participant is paying for more than 1 person, they must clearly state it on booking form.

2. Payment Procedures:

- Payment will be made by Empire Chartered Tours, 30 days prior to the tour date by deducting the full amount from the card information of the participant requested on the booking form, which will be done through the website: www.bit.ly/ECT-FOR-Reunion
- Full payment for all tours and services will be required and must be cleared 30 days prior to the actual tour date with possible REFUND for cancellation (para. 3)
- The ECT's Owner, Mr. Kurt Jacobs, or his staff, will send a Booking & Payment Confirmation by e-mail as soon as the funds have cleared and / or within 2 weeks of the Booking date, at the latest.
- If a participant is paying for more than 1 person, they must clearly state it on booking form.

3. Cancellation Policies:

Payment will be refunded, if Cancellation is made on the following time-schedule:

- 100% will be refunded, if Booking is cancelled more than 21 days prior to Tour date
- 50% will be Refunded, if Booking is cancelled up to 21 days prior to Tour date.
- 25% will be Refunded, if Booking is cancelled up to 14 days prior to Tour date
- 0% / No Refund if Booking is cancelled less than 7 days prior to Tour date
- No refund for Robben Island tickets

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.

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 other 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 and other arrangements are subject to alterations or cancellations at any time without prior notice and for any reason, at the sole discretion of Empire CT.

ALTERATIONS (continued)

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