# **GoExplore Seychelles – Terms and Conditions**

# Application

All enquiries, advice, quotations or estimates made or provided by or bookings made with and/or all services rendered by or on behalf of GoExplore Seychelles (Pty) Ltd are subject to these terms and conditions .

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## **Intellectual Property Rights**

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# Agreement

Please note that the information on the GoExplore Seychelles website is merely an invitation to do business and should not be regarded as a direct offer. If you forward an offer to us, GoExplore Seychelles will indicate their acceptance of this offer via email correspondence. GoExplore Seychelles acts herein as an agent for all of our respective business partners and suppliers and therefore any agreement resulting from the acceptance of an offer is deemed to be an agreement between the relevant business partner or supplier and you (the customer).

## **Applicable Law**

The GoExplore Seychelles website is created, maintained and controlled in the Republic of South Africa and as such, the laws of the Republic of South Africa and the jurisdiction of the South African Court govern this user agreement and the use or inability to use this site.

#### Changes to Terms and Conditions and user agreement

GoExplore Seychelles may modify these terms or any other terms that apply to our services in our absolute discretion. It is important that the users of our service are always familiarised with the latest terms and conditions contained herein. If you at any stage do not agree with our amended terms and conditions you should stop using GoExplore Seychelles or any of its services.

#### **Booking Terms and Conditions**

In order for GoExplore Seychelles to confirm a client's reservation we requires a 30% deposit payment at the time of making your booking. Failing to do so will result in your reservation automatically being cancelled and all associated bookings being released. The balance of payment is due 60 days prior to the commencement date of your booking. Bookings made within 60 days prior to departure are subject to full prepayment at the time of confirming the reservation.

Please note that if GoExplore Seychelles has quoted you in foreign currency and you would like to settle payment by means of a credit card, your quotation will be converted to South African Rand prior to the transaction being processed due to foreign exchange regulations by the South African Reserve Bank. The rate of exchange on the day that the transaction is processed will be used to determine the equivalent Rand amount with any resulting foreign exchange differences or bank charges being for the client's account. The South African Reserve Bank prohibits South African companies from taking foreign credit card payments and keeping the payment in foreign currency. The payment has to be converted to South African Rand before it is credited to the recipient.

Go Explore Seychelles customers are welcome to settle payment by means of a bank transfer – in this instance the amount will be converted by your bankers on presentation of our invoice. It is the client's responsibility to inform and instruct their bankers that the net invoice amount must equal the funds clearing into the GoExplore Seychelles bank account and that ALL bank charges are for the client's account.

## Delivery

Once full payment for the itinerary has been received by GoExplore Seychelles, the client will be issued with the final itinerary as well as all booking confirmations and vouchers. This will all be sent via email.

## Refunds

No refunds will be considered in any circumstances whatsoever by GoExplore Seychelles. Refunds by the Principals will be subject to their terms and conditions. GoExplore Seychelles will facilitate the refund process and is entitled to charge an administration fee for handling of refunds. Monies will be refunded in accordance with the Principals' policy which may include cancellation fees, administration fee or denial of application. Refunds may take up to eight weeks and in exceptional cases even longer.

## Flights, Payments & Travel Documents

Please note that in the event of flights being booked and secured by GoExplore Seychelles on behalf of the client, payment is required by credit card because of the time delay of securing funds to us when paying by bank transfer. In addition to this, when booking flights with GoExplore Seychelles, we require a copy of all passengers' passports. Airlines require the full names of passengers as printed on the passports and will not accept changes once tickets are issued. It is a security procedure which will ensure there are no discrepancies. GoExplore Seychelles accepts no responsibility for incorrect passport numbers or incorrect spelling of full names. Please ensure that you provide accurate information to your GoExplore Destination Designer.

Our Standard Cancellation Policy: - Cancellation prior to 8 weeks of travel - Full 30 % deposit is forfeited - Cancellation 8 – 4 weeks prior to travel - 50% of total cost is forfeited

- Cancellation less than 4 weeks prior to travel - 100% of total cost is forfeited

Documents (vouchers, itineraries etc) are only prepared and released on receipt of payment of the Price in full. Upon receipt of your travel documents, PLEASE CHECK that ALL the details therein are correct.

## **Passports Visas and Health**

It is entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time, and will be valid for six months after return to home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with your Destination Designer before travelling. The Destination Designer will endeavour to assist the Client but such assistance will be at the Destination Designers discretion and the Client acknowledges that in doing so, the Destination Designer is not assuming any obligation or liability and the Client indemnifies the Destination Designer against any consequences of non-compliance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the Proposed Travel Arrangements.

Please note that anyone traveling to The Seychelles must have two consecutive blank pages in their passport which lie side by side when the passport is open (i.e. a left and a right hand page). Passengers traveling to Seychelles with passports which do not comply with these requirements, will either be stopped from boarding the aircraft or risk deportation on arrival in Seychelles. In addition, a parent traveling with children, without the other parent, will need a letter of consent from the absent parent. The letter of consent must be certified by the police.

#### **Travel Insurance**

GoExplore Seychelles is SATSA bonded which partially protects our clients in the event of insolvency in one of our business partners or suppliers. Please note that only services booked and paid through GoExplore Seychelles are covered. Our protection doesn't cover medical expenses, lost luggage, air fares or cancellation expenses. We advise that travel insurance covering the before mentioned risks is taken out by all GoExplore Seychelles clients

## Responsibility, Limitation of Liability and Indemnity

The Proposed Travel Arrangements are made on the express condition that GoExplore Seychelles, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss (financial or otherwise), damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client whether on the tour or journey or not), to or of their luggage, or other property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of GoExplore Seychelles whatsoever. The Client indemnifies and holds harmless GoExplore Seychelles, its employees and agents accordingly. GoExplore Seychelles, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever and howsoever arising, unless section 61 of the CPA applies.

It is important to take special note that all IATA airlines have the right to change the times and routings of their scheduled flights, including voluntary technical stops en-route (i.e. re-fuelling) without prior notice and are protected by the Warsaw Convention from any legal liability in doing so. In the unlikely event of there being unscheduled extension to the final itinerary caused by flight rescheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of GoExplore Seychelles, its agents or the Principal, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for the Client's account.

## **Changes to Terms and Conditions**

The Company reserves the right to make changes to the Terms and Conditions at any time without prior notice.