Unit 108 Coral Sands, Muizenberg 7945
South Africa
+27 81 001 3840
info@southernxplorer.co.za
www.southernxplorer.co.za

TERMS & CONDITIONS

SouthernXplorer (Pty) Ltd
Reg No: 2018 / 324085 / 07
(Hereinafter referred to as "the Tour Operator")

These Terms & Conditions apply to all tours operated by SouthernXplorer (Pty) Ltd. By confirming a booking and/or making any payment, the tour member acknowledges that they have read, understood, and agree to be bound by these Terms & Conditions.

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1. ACCEPTANCE OF TERMS

The Tour Operator undertakes to provide all services subject to these Terms & Conditions.

By payment of a deposit or full tour price, the tour member confirms acceptance of these Terms & Conditions and agrees to be legally bound by them.

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2. TOUR PRICES & CHANGES

All tour prices are quoted and confirmed in South African Rand (ZAR) at the time of booking.

The Tour Operator reserves the right to adjust pricing prior to final payment where necessary due to changes in supplier costs, accommodation availability, fuel surcharges, or other operational factors.

Any confirmed booking will remain valid at the agreed price unless otherwise communicated in writing prior to final payment.

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3. FOREIGN CURRENCY PAYMENTS

Where payment is made in a foreign currency, the original South African Rand (ZAR) quoted amount shall remain applicable and must be honoured in full.

Any exchange rate fluctuations, bank charges, intermediary bank fees, or receiving bank charges will be for the account of the client or agent.

The Tour Operator must receive the full invoiced ZAR amount net of all deductions.

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4. RESERVATIONS & PAYMENT TERMS

- **A 50% deposit is required to confirm all bookings.**
- **The balance is payable no later than 30 days prior to tour commencement.**
- **Bookings made within 30 days of departure require full payment immediately upon confirmation.**

Accepted payment methods: EFT or credit card (debit/charge cards are not accepted).

Payments may take up to ±5 working days to reflect. Proof of payment must be sent to: info@southernxplorer.co.za

Failure to make payment within the required timeframe may result in automatic cancellation of the booking and forfeiture of any amounts paid.

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5. CANCELLATION & REFUND POLICY

All cancellations must be submitted in writing to the Tour Operator.

Cancellation fees apply as follows:

- **More than 30 days prior to departure: 25% of total tour price**
- **15–29 days prior to departure: 50% of total tour price**
- **Less than 15 days prior to departure: 75% of total tour price**
- **Less than 48 hours prior to departure: 100% of total tour price**

The deposit is non-refundable and forms part of the cancellation fee.

No refunds will be issued for no-shows or voluntary withdrawal once a tour has commenced.

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6. CHANGES, DELAYS & FORCE MAJEURE

The Tour Operator reserves the right to alter, reschedule, or cancel any tour due to circumstances beyond its control, including but not limited to:

- **Weather conditions**
- **Natural disasters**
- **Political unrest**
- **Pandemics or government restrictions**
- **Acts of God**
- **Supplier failure or operational disruptions**

In such cases, the Tour Operator will, where possible, offer an alternative tour of similar value or a refund of monies paid less reasonable expenses already incurred.

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Any additional costs arising from delays or unscheduled extensions (including accommodation, transport, meals, or rebooking fees) will be for the tour member's account.

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7. LIABILITY & INDEMNITY

The Tour Operator is responsible for delivering services as outlined in the final itinerary, to the best of its ability and subject to availability.

All third-party suppliers (including accommodation, transport, restaurants, and activity providers) act as independent contractors and are not employees or agents of the Tour Operator.

While reasonable care is taken in selecting suppliers, the Tour Operator shall not be held liable for any loss, injury, damage, delay, or irregularity caused by third parties.

The Tour Operator shall not be held liable for any death, injury, illness, or loss arising from participation in any tour, except in cases of gross negligence or wilful misconduct.

All baggage and personal belongings remain the responsibility of the tour member at all times.

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8. TRANSPORT & VEHICLE USE

Where transport is provided, all tour members agree to comply with applicable road, transport, and safety laws.

The Tour Operator shall not be held liable for any injury, loss, or damage arising from the use of transport during the tour.

Participation in all activities is strictly at the tour member's own risk.

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9. TOUR STRUCTURE, INCLUSIONS & GROUP OPERATIONS

- **All inclusions and exclusions are clearly stated in the final itinerary and quotation.**
- **Final itineraries are confirmed upon booking confirmation.**
- **Minimum group sizes may apply.**
- **The Tour Operator reserves the right to reschedule or combine tours where operationally required.**

Where applicable, groups may be transported in multiple vehicles with multiple guides depending on group size and operational requirements.

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10. TRAVEL DOCUMENTS & RESPONSIBILITY

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It is the responsibility of each tour member to ensure that all travel documents (passport, visas, permits, and health requirements) are valid and in order prior to departure.

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11. TOUR MEMBER CONDUCT

Tour members agree to abide by all rules, regulations, and requirements of suppliers, venues, and activity providers visited during the tour.

The Tour Operator reserves the right to remove any participant from a tour in the event of misconduct, without refund.

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12. INSURANCE REQUIREMENT

It is strongly recommended that all tour members obtain comprehensive travel insurance prior to travel. This should include cover for cancellation, medical expenses, personal injury, loss of baggage, and personal liability.

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13. GOVERNING LAW

These Terms & Conditions are governed by the laws of South Africa.

The South African courts shall have exclusive jurisdiction in respect of any dispute arising from these Terms & Conditions or any tour operated by the Tour Operator.