

# Terms & Conditions: Bundi Events



**Bundi Event's** company offices are based in Durbanville, 1 Friesland Street, Goedemoed, 7550. Bundi Events are hereinafter referred to as "the company" in respect of the terms and conditions.

## **1. Contract Arrangements & Deposits:**

A booking form must be completed on your booking, accepting on behalf of all members in your party, the terms of these booking conditions, and pay a non-refundable deposit per person. All persons named on the booking form shall be referred to collectively as "the client" or "clients". If the booking is made through a travel agent, all communication from the company will be addressed to that agent who acts as an agent for the client in regard to all communications from the company to the client. No contract shall exist between the company and the client until the prescribed deposit has been paid and the clients' booking and their signed booking form has been confirmed by the company.

## **2. Payment:**

A non-refundable deposit of 50% of the quoted amount is required on confirmation of your reservation. The balance of the event fare must be paid no later than one (1) week prior to the date of the event. If this balance is not paid the Company may treat the booking as cancelled by the client. Bundi Events may, at their own discretion be entitled to regard the booking as cancelled and to re-book the vacancy. Late applications may be considered on a availability basis. No refunds on unused services. Bundi Events reserve the right to increase prices without notice, in accordance with any unforeseen increases to which we may be subjected.

## **3. Cancellation of Client:**

No refunds of deposit will be made 3 weeks or less before the event. Cancellation of any booking must be made in writing by the person signing the booking form, and is not effective until such cancellation, is received by the Company. Bundi Events reserve the right to cancel any event prior to event date in which event the entire payment made will be refunded without further obligation on the part of the company. If you fail to join

an event or join after departure, or leave prior to its completion, no reimbursement will be made whatsoever, by Bundi.

#### **4. Cancellation by the Company:**

The company reserves the right in any circumstances to cancel events subject to the weather on any other unforeseeable natural cause.

#### **5. Alterations to programs for events:**

While the company will use its best endeavor to operate all programs at events as booked, reasonable changes may be made where deemed necessary or advisable by the company. When a major change becomes necessary, notification of such alterations will be sent to the clients' agent or to the clients' last known address as soon as the company becomes aware. The company reserves the right to alter programs if it is in the clients' interest to do so. The company will not be responsible for any compensation to the client, if the company is forced to cancel or in any way change the event due to force namely war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other external circumstances beyond the company's control.

#### **6. Authority on events:**

The decision of the event's organiser employed by the company will be final on all matters, likely to endanger the safety of the group. The company shall not be responsible for or liable to any client who commits an illegal or unlawful act in any country visited. If the company considers the client as unsuitable for the event, it may in its absolute discretion, cancel such clients booking or decline to carry the client further if that client causes inconvenience or annoyance to other members.

#### **7. Health:**

The client hereby confirms that he or she is in good health. Any client with a medical condition or illness must declare the true nature of such condition at the time of booking to make arrangements for the provision of any drugs or other cause of treatment which may be required during the event. Such a client would be required to provide a medical statement from a GP to confirm that they are fit to participate. If the company considers the client as unsuitable for an event it may in its absolute discretion cancel such clients booking or decline to carry the client further if that client causes inconvenience or annoyance to other members.

## **8. Personal Belongings:**

All baggage and personal belongings are at all times at the clients' risk and the company cannot accept any liability for any loss of baggage, equipment or personal effects.

## **9. Travel Documentation:**

It is the responsibility of the client to be in possession of a valid passport, visa permits and vaccinations and other medical certificates as may be required for the event. The company does not accept responsibility for changes in regulations for visas or any particular requirements for visas. The company cannot be held responsible for the failure for the client to obtain the necessary visas.

## **10. Insurance:**

Do take out travel and event insurance covering personal accidents, medical expenses, baggage and loss of deposit through cancellation.

## **11. Indemnity:**

All clients will be required to sign a generally acceptable indemnity form before joining an event if deemed necessary by the company.

## **12. Liability:**

Clients bookings are accepted on the understanding that they appreciate the possible risks inherent in adventure events and that they undertake the tours, safaris, river trips and expeditions feature in this company are at their own risk. While every precaution is taken to ensure the safety of the clients participating on the event, the company does not hold itself responsible for death or any injury or loss, which might occur to such persons, sustained from any cause whatsoever. The client and his/her dependants, heirs, executors, administrations or assigns, hereby indemnify and hold blameless, the company, its members, employees, representatives, organisers, helpers and agents from any claims of whatsoever nature and from any liability for delay, loss, damage, injury, illness or death arising from any cause whatsoever out of events related to or occurring during the event.

### **13. Information:**

Information given in all brochures, leaflets and advertising is given in good faith by the company, and are based on the latest information available at the date of publication. The company reserves the right to change any of the facilities or vehicles described in the brochure without becoming liable for compensation or refund. The company reserves the right to increase their tour fees due to any increases in tariffs, fuel costs, accommodation fees or fluctuation of exchange rates to which it may be subjected to. Clients must be aware that our authorised couriers and representatives may take photographs and files of our clients while at events of which the company reserves the right to use such material of any advertising or brochure production without obtaining further consent. The company also reserves the right to use any comments clients make regarding the tours on questionnaires or complimentary letters, to use in future promotions literature.

### **14. Jurisdiction and Law:**

This contract shall be interpreted according to the laws of the Republic of South Africa.

### **15. Severability:**

If any part, term or provision of this contract is held to be legal or unenforceable it shall not affect the validity or enforceability of the remainder of the contract. Furthermore if any covenants are held illegal or unenforceable by virtue of its scale, extent or duration, it shall remain valid and enforceable in such reduced scale, extent or duration permissible.