



CONTACT US TODAY

083 226 8735

bookings@horsetrails-sa.co.za ✉

info@horsetrails-sa.co.za

www.winevalleyadventures.com 🌐

Terms & Conditions

Please read the following Terms & Conditions carefully. Note that the following is at the discretion of WINE VALLEY HORSE TRAILS CC (CK99/060479/23) trading as WINE VALLEY ADVENTURES and rates/itineraries are subject to change.

CONSUMER PROTECTION ACT ('CPA') NOTICE

Please read the following carefully & proceed accordingly:

IF YOURS IS ONLY AN ENQUIRY AND NOT A BOOKING:

Please (1) SKIP the next two 'bullets' (2) peruse our website at your leisure & submit your enquiry to us by completing the template 'Enquiry Form' & submit.

However, if in the process of perusing our website or any of the hyperlinked websites you comes across anything that is not clear, please go to our 'FAQ' link as it may clarify what you are not sure about

If you are still in a quandary, then please go to our 'CONTACT US' link & submit your question to us

IF YOURS IS A BOOKING:

The CPA in section 49 requires of us to bring to your attention certain aspects – we've done that by underlining certain clauses

The CPA in section 49 also requires of us to 'Spell out' risk(s) of certain aspects & activities – these clauses have a '[..]' next to it & requires you to initial same as read, explained, understood & accepted - if any of these are still not clear or you need any further explanation, DO NOT accept the T&C & go to 'ONLY AN ENQUIRY' above & follow those steps

The CPA in section 41 also requires of us to clarify any 'apparent misapprehension' you may have – if you have such a 'misapprehension' DO NOT accept the T&C & back go to 'ONLY AN ENQUIRY' above & follow those steps

If anything is STILL not clear or your STILL have a 'misapprehension' or FAQ has not answered your question(s), mail or phone or visit us AGAIN BEFORE completing any 'tick box'

If you are finally satisfied that all your queries have been addressed to your satisfaction, then (1) Read the T&C, (2) Tick those with a [...], (3) complete all such tick boxes including acceptance of T&C & (4) proceed.

CK99/060479/23 | VAT 4360204418

P.O. Box 3501, Paarl 7620

Tel (021) 869 8687 / (083) 226 8735 / (083) 657 5135

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APPLICATION

All enquiries, advice, quotations or estimates addressed to, provided by or bookings made and/or all services rendered by or on behalf of WINE VALLEY HORSE TRAILS CC T/A WINE VALLEY ADVENTURES ('the Company') are subject to these terms and conditions ('the Conditions') and the terms and conditions of various third party service providers (i.e. tour operators, hotels, lodges, providers etc.) who the Company request on your behalf to render services or provide products to you (see re such suppliers below: 'Third Party Service Providers').

THE CLIENT AND AUTHORITY

The person making such enquiries, seeking such advice, requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read had explained (where applicable), understand and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

THIRD PARTY SERVICE PROVIDERS

The Company provides Clients with equipment supplied by Third Party Service and Product Providers ('collectively referred to as 'the Principal'). The Company represents the Principals as agents only and accordingly accepts no liability for any loss, damage, illness, harm, injury or death which any Client may suffer as a result of any act or omission on the part of or the failure of the Principals to fulfill its obligations such as the provision of safe equipment and/or adequate instructions and the consequences arising therefrom unless, in the case of injury or death, it is due to the negligent act or omission of the Company. Any right of recourse the Client may have, will be solely against such Principal. The Company will provide the identity and terms and conditions of (or access thereto) all the Principals relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarize itself with such terms and conditions ('the Principal's Conditions').

BOOKING, DEPOSIT & RESERVATION

Once the Client has filled in the enquiry form, responded to an advertisement verbally or in writing or via e-mail or the Internet or has, without reference to any of the aforesaid, asked for more details (collectively referred to as 'the Enquiry') about a particular activity ('the Activity') the Company will prepare and provide the Client with an quote ('the Quotation').

PAYMENT & PAYMENT TERMS

The price as specified in the Quotation (the Price), is due and payable in full within 24 (twenty Four hours of acceptance of the quotation. Failing such payment and return of the signed quotation, which will be deemed to be acceptance of the conditions, the booking will be taken to be provisional and is subject to cancellation by the Company at any time and the client will have no right of recourse against the company. In the event of cancellation, this payment may be deferred to a future booking at the discretion of Wine Valley Horse Trails.

PRICE

Note that the company reserves the right to amend the price if an unreasonable time lapses between the date the Quotation is submitted to the client and the date it is returned to the company The onus will be on the client to check that there have been no changes in the price prior to making full and final payment. However once payment of the price in full is received, Price is guaranteed (subject to statutory increases such as VAT. Should it be a group booking and the group number deviate from the number required for the booking, the company reserves the right to re cost the Price and raise a surcharge or to reschedule. Should any Client refuse to accept and pay such surcharges, the Company reserves the right to cancel the booking and retain any payment made. Please note that given the sensitivity of the South African Currency, the Price is subject to foreign exchange volatility and subject to change from time to time. Please check before you book and pay. However, once paid

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in full the price will not change

CANCELLATION

In the event of cancellation by either the Client or the Company for whatever reason, any payment made by the client to the Company may be deferred to a future booking in the sole and unfettered discretion of the Company Subject to the above, the company cancellation policy is as follows:
All cancellations must be in writing.

Clients are not entitled to a refund should weather conditions suddenly change during or before embarking upon any activity causing same to be curtailed or postponed

14 to 7 Days prior to date of booking: 50% of total booking cost is forfeited
7 – 1 Days prior to date of booking: 20% of total booking cost can be refunded.

Please be aware that there is a 100% cancellation fee payable on any bookings cancelled 24 hours before the trip is scheduled to go out. No Shows and Late Arrivals will be subject to the cancellation fee as well.

If the activity is cancelled by the company for reason other than those stated below, (Unscheduled Extensions) there will be no cancellation fee payable and any monies paid by the Client will be refunded in full within 48 (Forty Eight) hours

Please quote your name and invoice number on the payment and instruct your bank that the beneficiary (Wine Valley Horse Trails) should receive the full invoice amount, with no charges deducted.

Account Name: Wine Valley Horse Trails
Account Number: 62012196467
Bank Name: FNB
Branch Name: Wellington
Branch Number: 200710
SWIFT ADDRESS: FIRNZAJJ

UNCHEDULED EXTENTIONS, VARIATIONS AND RECHEDULING

Activities are weather dependent and times can vary accordingly. Please note that the Company reserves the right in its sole and unfettered discretion to reschedule any Activity due to unfavourable weather conditions (for the purpose of this clause this will include, without limiting the generality of the a foregoing, the following: heavy rain, flash floods, thunder and lightning) in the unlikely event of there being such unscheduled alternations to the activity cause by bad weather or any other cause which is beyond the control of the Company, it does not constitute to any reason for refund.

LAW, JURISDICTION & DOMICILIUM

South African law and the jurisdiction of South African courts will govern the relationship between the Client and the Company The Company shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction. The parties choose their respective domicilium citandi et excutandi as reflecting in the Booking Form.

CONDUCT

The Client agrees that he/she will at all times comply with the Company's or others' requirements and instructions in regard to his/her conduct and he/she will not in any way constitute a hindrance to any other passenger or person on the tour, mode of conveyance, at any place of accommodation,

entertainment or where meals and/or drinks are served. The Client indemnifies and holds harmless the Company against damages suffered and/or costs incurred by the Company and/or any third party as a result of a breach of this clause.

SPECIAL REQUESTS

Client, who has special requests, must specify such requests to the Company in writing. Whilst the Company will use its best endeavours to accommodate such requests, it does not guarantee that it will.

AMENDMENTS

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the Company.

REFUNDS

No refunds will be considered in any circumstances whatsoever, whether for unused services or otherwise.

CONFIDENTIALITY

Subject to statutory constraints or compliance with an order of court, the Company undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

The Company will only deal with your information as indicated in the booking/reservation and we will only process your personal information (both terms as defined in the Protection of Personal Information Act, act 4 of 2013 [‘the POPIA’] and the European Union General Data Protection Regulation - ‘GDPR’) and any Special Personal Information (as defined in the GDPR & POPIA), which processing includes amongst others the ‘collecting, storing and dissemination’ of your personal information (as defined in POPIA).

COPYRIGHT

The Conditions and any intellectual property and specifically copyright therein and any proposals, presentations, estimates, quotes and itineraries provided by the Company as well as any photographs, films and videos (including in electronic format) taken of Clients during the Activities is and shall remain the sole and exclusive property of the Company. The Client shall have no intellectual property rights in such material.

The Client furthermore undertakes not to circumvent the Company and to make any approaches to or enter into any arrangements for any concept similar in part or as a whole to that contained in any of the proposals, presentations, estimates and quotes provided by the Company with any of the Suppliers or any other service providers or venues for a period of 1 (One) year from the date of submission of any proposals, presentations, estimates and quotes provided by the Company.

LIABILITY

Guests must sign an indemnity form prior to the activity thereby acknowledging that the activity is undertaken at own risk. Any unaccompanied minor (under 18 years of age) requires the indemnity to be signed by a parent/legal guardian prior to the activity. If you represent or make a booking on behalf of a group, another person or legal entity, you must provide us with a written mandate authorising you to make the booking and sign the above booking form on behalf of the members constituting the group or each member constituting the group must be given a copy of the terms and conditions and must sign the above booking form. If you represent or make a booking on behalf of another person or legal entity.

A STARRING ROLE - PHOTOGRAPHIC MATERIAL

We take photographs, films and videos (including in electronic format) of our guests during the excursion, and may use such photographic, film and video material for the purpose of any advertising or brochure productions, which the client irrevocably gives his consent thereto, and without any consideration being payable to the client. Clients and/or booking agents not allowed to use our photos for their own personal advertising without prior consent.

GENERAL

Upon the confirmation of any booking, it shall be regarded that the client has read and accepted all the terms and conditions contained herein. Failure to comply with the above will result in bookings being cancelled and/or payment being forfeited. All terms and conditions are subject to South African Law & Jurisdiction.

DISPUTE – RESOLUTION

Any and all dispute arising out of or in connection with the Conditions including any question regarding its existence, validity or termination, shall be dealt with as follows:

1 Firstly the parties will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place with a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Johannesburg within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.

2 Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application

ENTIRE CONTRACT

The Conditions (together with all enquiries, advice, quotations or estimates addressed to, provided by or bookings made and indemnities signed and itineraries) constitute collectively the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Company or otherwise that is not included herein. The contra proferentem rule will not apply to the interpretation of the Conditions.

CPA NOTICE

Please read the following carefully & proceed accordingly:

Each clause marked & ticked means you have read the clause, the risk has been explained to you, you understand & accept it.

If you are satisfied with that then please tick the box at the end of this sentence to indicate that you accept and agree to be bound by all the above T&C.

I, THE UNDERSIGNED _____ CONFIRM THAT:

I/we have carefully read the above and hereby confirm that all the personal details and chosen activities as specified herein are correct.

I/we have read, fully under and accept to be bound by the Company's terms and conditions and privacy policy and (where applicable) the conditions and privacy policy of any third party product or service providers.

I am of age 18 and authorized to effect bookings and accept the conditions applying thereto on behalf of all those detailed above