

APS Tours and Adventures - Terms and Conditions

Effective Date: 21 August 2025

Company Registration: 2024/682733/07

Physical Address: 2 Deacon Street, Island View, Mossel Bay, Cape Town, South Africa

Contact: info@apsafricatours.com | +27 84 587 4778

1. Important Information - Please Read Carefully

These terms and conditions ("Terms") form a legally binding contract between you ("Client", "Guest", "You") and APS Tours and Adventures (Pty) Ltd ("APS", "We", "Us", "Company") for all tour and travel services provided in Cape Town, South Africa.

By booking with APS Tours and Adventures, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

In accordance with the **Consumer Protection Act 68 of 2008**, these terms are written in plain English to ensure you understand your rights and obligations. If you have any questions about these terms, please contact us before making your booking.

2. About APS Tours and Adventures

APS Tours and Adventures operates as a tour facilitator and coordinator specialising in Cape Town adventure experiences. We design and coordinate bespoke tour packages that combine multiple Cape Town experiences including wine tours, shark cage diving, Table Mountain experiences, penguin encounters, cultural tours, safari day trips, and adventure activities.

Our Business Model:

- We coordinate and facilitate tour experiences using licensed third-party operators
- We contract registered tour guides who hold valid Professional Driving Permits (PDP/PrDP)
- We arrange vehicle rentals through established rental companies
- We coordinate accommodation, transfers, and activity bookings
- We do not own tour vehicles or operate activity facilities directly

3. Booking and Payment Terms

3.1 Booking Confirmation

- All bookings are subject to availability and confirmation in writing

- A booking is confirmed only when you receive written confirmation from APS Tours and Adventures
- We reserve the right to decline any booking at our discretion

3.2 Payment Schedule

- **Deposit:** 50% of total tour cost required to confirm booking
- **Final Payment:** Balance due 48 hours before tour commencement
- **Same-Day Bookings:** Full payment required upon booking confirmation
- **Currency:** All payments in South African Rand (ZAR) unless otherwise specified

3.3 Payment Methods

- Bank transfer (preferred method)
- Credit card (Visa/Mastercard - processing fees may apply)
- Cash (for same-day bookings only)

3.4 Price Validity

- Quoted prices are valid for 7 days from quotation date
- Prices may change due to fuel costs, supplier rate changes, or currency fluctuations
- Confirmed bookings are protected from price increases

4. Professional Driving Permits and Tour Guides

4.1 Licensed Tour Guides

All tour guides contracted by APS Tours and Adventures:

- Hold valid registration with the relevant Provincial Tourism Authority
- Possess Professional Driving Permits (PDP/PrDP) as required by South African law
- Are certified to transport passengers for reward in accordance with the National Land Transport Act
- Undergo background checks and criminal clearance procedures
- Maintain current first aid certification where applicable

4.2 Professional Driving Permit Requirements

In compliance with South African law, all drivers transporting guests:

- Hold valid Professional Driving Permits for passenger transport
- Have undergone medical examinations confirming fitness to drive professionally
- Maintain clean criminal records for the past five years
- Do not have convictions for driving under the influence of alcohol or drugs

4.3 Guide Assignment

- Specific guide requests cannot be guaranteed but we will accommodate where possible
- Guides may be changed due to illness, emergency, or operational requirements
- All replacement guides will meet the same qualification standards

5. Insurance Coverage

5.1 Mandatory Insurance

APS Tours and Adventures maintains the following insurance coverage:

- **General Public Liability Insurance:** Minimum R5 million
- **Professional Indemnity Insurance:** Minimum R2 million
- **Passenger Liability Insurance:** As required by law for passenger transport

5.2 Optional Travel Insurance

We strongly recommend that all clients purchase comprehensive travel insurance. This optional insurance (available at additional cost) may include:

- Medical expenses and emergency evacuation
- Personal accident cover (Death and Permanent Disability)
- Baggage and personal effects cover
- Trip cancellation and interruption protection
- Activity-specific coverage (shark diving, adventure sports)

5.3 Insurance Costs and Coverage

- Insurance premiums range from R150-R500 per person per day
- Detailed insurance options and pricing provided upon request
- Insurance must be purchased before tour commencement
- Claims are processed directly with the insurance provider

5.4 What Our Insurance Does NOT Cover

Our standard liability insurance does not cover:

- Personal medical expenses or pre-existing medical conditions
- Loss or damage to personal belongings
- Costs arising from your failure to follow safety instructions

- Injuries resulting from intoxication or reckless behaviour
- Activities undertaken outside of scheduled tour itinerary

6. Cancellation and Refund Policy

6.1 Client Cancellations

- **More than 7 days:** Full refund minus 10% administration fee
- **3-7 days:** 50% refund of total booking value
- **Less than 48 hours:** No refund available
- **Same-day cancellation:** No refund available

6.2 APS Tours and Adventures Cancellations

We reserve the right to cancel tours due to:

- Severe weather conditions affecting safety
- Insufficient bookings (minimum 2 persons unless private tour booked)
- Force majeure events (natural disasters, civil unrest, etc.)
- Safety concerns or operational issues

If we cancel your tour:

- Full refund of all payments made, or
- Rebooking to alternative date without penalty
- We are not liable for consequential losses or additional expenses

6.3 Weather-Related Cancellations

- Alternative indoor activities will be offered where possible
- Marine activities (shark diving) are subject to ocean conditions
- Mountain activities may be affected by weather and wind conditions
- No refunds for weather-related cancellations, but alternative activities provided

7. Health, Safety, and Age Restrictions

7.1 Medical Fitness

- Clients must be in reasonable physical condition for chosen activities
- Pre-existing medical conditions must be disclosed at booking
- Pregnant women cannot participate in shark cage diving or certain adventure activities

- Minimum ages apply: Shark diving (12 years), Wine tours (18+ for tastings)

7.2 Safety Requirements

- All safety instructions must be followed at all times
- Safety equipment must be worn when provided
- Clients participate in activities at their own risk
- Right to refuse participation to anyone deemed unfit or unsafe

7.3 Alcohol and Substance Policy

- No alcohol consumption before or during marine activities
- Wine tour participants must be 18+ years old
- Intoxicated clients will be excluded from activities without refund
- Zero tolerance for illegal substances

8. Liability and Risk

8.1 Acknowledgement of Risk

Adventure tourism involves inherent risks including but not limited to:

- Marine activities (shark encounters, ocean conditions)
- Mountain activities (weather, terrain, altitude)
- Vehicle transport (road conditions, accidents)
- Wildlife encounters (unpredictable animal behaviour)
- Food and water-related illness

8.2 Limitation of Liability

In accordance with the Consumer Protection Act 68 of 2008:

- We cannot exclude liability for death or personal injury caused by our negligence
- We cannot exclude liability for fraud or fraudulent misrepresentation
- Our total liability is limited to the total value of your booking
- We are not liable for indirect, consequential, or special damages

8.3 Third-Party Operators

- Many activities are provided by independent third-party operators
- These operators have their own terms, conditions, and insurance

- APS Tours and Adventures acts as facilitator and is not liable for third-party negligence
- Direct claims should be made against the relevant activity operator

8.4 Force Majeure

We are not liable for failure to perform due to circumstances beyond our reasonable control including:

- Natural disasters, extreme weather conditions
- Government actions, travel restrictions, border closures
- Civil unrest, strikes, terrorism
- Pandemic-related restrictions or health emergencies

9. Client Responsibilities and Conduct

9.1 Documentation Requirements

- Valid passport or South African ID for all activities
- Drivers licence for clients wishing to drive (where applicable)
- Proof of accommodation address in Cape Town
- Medical certificates if requested for specific activities

9.2 Client Conduct

- Respectful behaviour towards guides, operators, and fellow guests
- Compliance with all safety instructions and local laws
- Appropriate dress for cultural and religious sites
- Environmental responsibility and wildlife protection

9.3 Damage and Additional Costs

- Clients are liable for any damage caused to vehicles or equipment
- Additional costs for extended tours or changes must be paid directly
- Lost or damaged equipment charges apply as per operator terms

10. Data Protection and Privacy

10.1 Information Collection

We collect personal information including:

- Contact details and identification information

- Medical information relevant to tour activities
- Payment and booking details
- Emergency contact information

10.2 Information Use

Personal information is used for:

- Tour booking and coordination
- Safety and emergency contact purposes
- Insurance claims processing (if applicable)
- Marketing communications (with consent)

10.3 Information Protection

- All personal data is stored securely and protected
- Information is not shared with third parties except as necessary for tour operations
- Clients may request access to or deletion of personal data
- We comply with South African data protection legislation

11. Consumer Protection Act Rights

In terms of the Consumer Protection Act 68 of 2008, you have the right to:

- Receive services that are reasonably fit for purpose
- Receive services with reasonable care and skill
- Be protected from unfair, unreasonable, or unjust contract terms
- Cancel this agreement within the cooling-off period (if applicable)
- Approach the National Consumer Tribunal for disputes

11.1 Complaints Procedure

If you have a complaint:

1. Contact us immediately in writing with full details
2. We will investigate and respond within 15 business days
3. If unresolved, contact the National Consumer Commission
4. Complaints may be escalated to the National Consumer Tribunal

12. Dispute Resolution

12.1 Governing Law

These terms are governed by South African law and the jurisdiction of South African courts.

12.2 Dispute Process

1. Contact APS Tours and Adventures management
2. **Mediation:** Independent mediation if direct resolution fails
3. **Legal Action:** South African courts have exclusive jurisdiction

12.3 Class Action Waiver

Subject to Consumer Protection Act rights, disputes will be resolved individually, not as class actions.

13. General Terms

13.1 Entire Agreement

These terms constitute the entire agreement and supersede all prior agreements or representations.

13.2 Amendment

Terms may only be amended in writing and signed by APS Tours and Adventures management.

13.3 Severability

If any provision is invalid, the remainder of these terms remain in full force.

13.4 Waiver

Failure to enforce any term does not constitute a waiver of that term.

14. Contact Information

APS Tours and Adventures (Pty) Ltd

Registration Number: 2024/682733/07

Physical Address: 2 Deacon Street, Island View, Mossel Bay, Western Cape, South Africa

Postal Address: 18 Port Natal Road, Hartenbos, Mossel Bay, Western Cape, 6520

Telephone: +27 84 587 4778

Email: info@apsafricatours.com

Website: www.apsafricatours.com

Emergency Contact: +27 84 587 4778 (24/7)

For Consumer Protection Act Complaints:

National Consumer Commission

Email: complaints@nationalconsumercommission.co.za

Tel: 012 428 7000

Client Acknowledgement

By booking with APS Tours and Adventures, I acknowledge that:

- I have read and understood these terms and conditions
- I understand the risks involved in adventure tourism activities
- I am physically and medically fit for the activities I have booked
- I have disclosed any relevant medical conditions
- I understand the cancellation and refund policy
- I acknowledge my rights under the Consumer Protection Act

This document was last updated on 21 August 2025. APS Tours and Adventures reserves the right to update these terms and conditions. The most current version will always be available on our website.