

TERMS AND CONDITIONS

FIELD TOURS

35TH INTERNATIONAL GEOLOGICAL CONGRESS 2016

1. SERVICES

- 1.1 The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours undertakes to arrange tours and provide services as per the tour descriptions.
- 1.2 The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours provides the attendee with travel and/or other services either itself or through Ilios Tours who is acting as agents for principals engaged in or associated with the travel industry, such as airlines. The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours represent such principals as agents only and accordingly accept no liability for any loss, damage, injury or death which any attendee may suffer as a result of any act or omission on the part of or the failure of such principals to fulfil their obligations, whether in relation to travel arrangements, flights, accommodation or otherwise. The contract in use by such principals (which is often constituted by the ticket issued by the principal), shall constitute the sole contract between the principal and the attendee and any right of recourse the attendee may have, will be solely against such principal.

2. RATES

- 2.1 The Attendee undertakes to pay The 35th IGC Foundation the prices referred to in the costing schedule on the website and or invoice.
- 2.2 All prices and rates are quoted in Rand inclusive of VAT at the current rate of 14%, unless otherwise specifically agreed. Payment in approved foreign currency will be accepted at the rate of exchange applied by the bankers of The 35th IGC Foundation at the time of receipt of payment. Any shortfall resulting from exchange rate fluctuations will be for the account of The Attendee.
- 2.3 Should the attendee number fall below the minimum number required for the tour as specified in the Booking Confirmation Form, The 35th IGC Foundation reserves the right to cancel the tour or re-cost the rate and raise a surcharge. Each attendee may accept the surcharge or cancel their participation. Should the participant cancel the 35th IGC Foundation will refund the attendee in full.

3. TERMS OF PAYMENT

3.1 Airlines

A change of reservation constitutes a cancellation. Extension of ticket validity is not permitted, except when a attendee is hospitalized due to illness or in the event of the death of a member of the attendees' immediate family. Conditions pertaining to airline bookings will be communicated at time of booking, with full prepayment received.

3.2 Payments

- Full Pre-Payment in ZAR is required to secure your place on the tour
- All payments are to be made in favour of:

Bank:	Standard Bank
Type of account:	Current Account
Account number:	00-031-8906
Branch:	Johannesburg
Branch Code:	00-02-05
SWIFT CODE:	SBZAZAJJ

Please send proof of payment to fielddtours@allevents.co.za. Failure to send proof of payment may result in your booking not being secured.

PLEASE USE YOUR INVOICE NUMBER AS A REFERENCE, NOT YOUR NAME AS THERE MAY BE DUPLICATE NAMES.

- The Booking Agent reserves the right to cancel your booking without prejudice should the payment not be received within 7 working days from time invoice is issued.
- The Booking Agent reserves the right to amend the listed rates should the prevailing rate of VAT (currently 14%) be increased or changed. The same applies should any new levy or tax be imposed.
- Tour bookings are confirmed once payment has been received in full.
- Attendees are liable for any additional charges incurred during their tour.

4. CANCELLATION

- Should a booking be cancelled less than 60 days prior to tour departure, a 10% cancellation fee will be charged for the full tour.
- Should booking be cancelled less than 30 days prior to tour departure, 100% cancellation fee will be charged for the full tour.
- No Shows will be charged for the full tour.
- Attendees are required to join the group at the designated departure points at the date and time stipulated on the Booking Confirmation. Should the attendee fail to do so for any reason whatsoever, no refund or liability will be accepted by The 35th IGC Foundation.
- Should the attendee fail to join a tour, or fail to use the accommodation/services booked by The 35th IGC Foundation on their behalf, for any reason whatsoever, no refund or liability will be accepted by The 35th IGC Foundation.
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- Cancellations and amendments must be submitted in writing and acknowledged by the Booking Agent.
- No refunds due to cancellation can be given after 16 July 2016.
- The 35th IGC Foundation reserves the right to and shall be entitled to cancel any tour prior to departure. In this event The 35th IGC Foundation shall be obligated to refund all amounts received by it from the attendee, who shall have no further claim of whatsoever nature against The 35th IGC Foundation arising out of such cancellation.

Airlines

- In the event of cancellation or failure, for any reason whatsoever, to use confirmed space, as ticketed, a percentage, or the full fare of the applicable airfare will be forfeited. A change of reservation constitutes a cancellation. Extension of ticket validity is not permitted, except when the attendee is hospitalized due to illness or in the event of the death of a member of the attendees' immediate family. Conditions pertaining to airline bookings will be communicated at time of booking, with full prepayment received.
- All airfare reservations are arranged subject to the conditions imposed by the respective airline.
- We recommend that you ensure that you take adequate personal cancellation insurance cover.

5. RESPONSIBILITY

The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours are not responsible wholly or in part for any damages sustained by any attendee as a result of any act or omission whatsoever of any hotel, airline or other person, notwithstanding the fact The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours acted as agent of such hotel, airline or other person.

6. TOUR AMENDMENTS

Should the fulfilment of any journey be rendered impossible, illegal or in our opinion inadvisable for any reasonable cause, The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours may at any time cancel such journey or the remainder thereof or make any alteration in the route, accommodation price or other details thereof that The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours thinks fit, or change drivers and/or vehicles en route or use public transportation to convey attendees.

7. LUGGAGE AT OWNER'S RISK

Baggage and personal belongings are carried entirely at owner's risk. Attendees are not permitted to carry or have in their possession firearms or inflammable liquids whilst they are in vehicles. The 35th IGC Foundation recommends that attendees make their own arrangements for insurance of person and baggage.

8. PASSPORTS & OTHER TRAVEL DOCUMENTS

It is the responsibility of attendee to ensure that their own Passports, Visas, Health Documents and all other Documentation is correct and in order. The attendee acknowledges that it is solely his/her responsibility to ensure that he/she is possessed of the necessary travel documents that may be required in respect of the proposed tour and itinerary as well as all health and other certificates that may be required from time to time. The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours will not assume any obligation or liability and the attendee indemnifies The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours against any consequences of non-compliance.

9. LEGAL JURISDICTION

Any agreements of which these Conditions form part of shall be governed by the laws of the Republic of South Africa.

No servant or agent of our The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours has authority to vary these conditions.

The Attendee will be liable for all legal fees for both parties in the event that The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours has to engage a lawyer to enforce any of its rights or otherwise.

10. RIGHT OF REFUSAL

If The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours considers any attendee an unsuitable person for the journey, with due regard to the interest of the majority of attendees, The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours may at our absolute discretion decline to carry such attendee without being obliged to give any reason for so doing.

11. INSURANCE & INDEMNITY

Cancellation, medical and repatriation insurance is compulsory for all 35th IGC Field Tours, and it is the attendees' responsibility to arrange such insurance independently or through the attendees' broker. It is strongly recommended that attendees also take out insurance to cover emergency travel and accommodation, lost baggage and any other cover the attendees deems fit. Other than compulsory insurance, the decision which insurance cover he/she obtains is solely the responsibility of the attendee. Please read the policy details carefully. It is each traveller's personal responsibility to ensure that the insurance cover purchased is suitable and adequate for their particular needs. The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours will not be responsible or liable for any consequence of any nature arising from the failure to comply with the responsibility of providing for adequate travel insurance cover.

It is recorded that the contract may contemplate a tour/journey to an area(s) where the attendee may be exposed to danger and the attendee has agreed to execute a waiver of rights against The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours, its principals and others as an integral part of these terms. The attendee (which shall be deemed to include the heirs, executors, administrators or assigns of the attendee) does hereby irrevocably waive and abandon all rights which the attendee may have against The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours, in consequence of any loss, damage, injury, death or otherwise of whatsoever nature and howsoever arising which may be sustained directly or indirectly by the attendee in consequence of any act of omission or commission by The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours or other in consequence of the conclusion of the contract and the attendee undertaking the tour/journey contemplated in the contract (which will comprise of these terms and the Booking Confirmation Form). In no way derogating from the foregoing, the attendee hereby indemnifies, holds harmless and absolves The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours, its principals or others, from all and whatsoever claims which may be tenable by the attendee as aforesaid, irrespective of the nature thereof and howsoever arising.

The attendee agrees that he/she will at all times comply with The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours requirements in regard to his/her conduct, and he/she will not in any way constitute a nuisance to any other attendee on the tour.

The attendee realises that certain of the activities may attract certain risks or dangers and will require of him/her to be in good physical and mental condition, and he/she warrants that he/she is in such a condition, having checked

with his/her medical practitioner. The attendee agrees to obey at all times, any warning notices and instructions of the resort/hotel or Operator's management and or person in charge of the activity.

When the attendee is travelling with persons under his/ her authority, he/she warrants that he/she is authorised to bind every member to the terms of the contract.

Attendees, who have special requests, must specify such requests to The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours in the Booking Reservation Form. Whilst The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours will endeavour to accommodate such requests, it does not guarantee that it will.

These terms constitute 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 attendee acknowledges that he/she has not relied on any matter or thing stated on behalf of The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours or otherwise that is not included herein.

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 attendee and a duly authorised representative of The 35th IGC Foundation, The 35th IGC Trust and Ilios Tours.