

## TERMS AND CONDITIONS

<\*> I hereby accept and agree to the full terms and conditions, stated hereunder:

### For the purposes of this schedule of conditions, the terms -

"Participant/s": shall mean person/s booking and paying to partake on the Comrades Legend Experience

"Organisers": shall mean, Comrades Legend Experience event organisers

"Suppliers": shall mean suppliers providing services to the Comrades Legend Experience event.

**1 GENERAL** - All your communications regarding Comrades Legend Experience should be sent to [info@comradeslegendexperience.com](mailto:info@comradeslegendexperience.com) who will manage communications with participants and the respective suppliers.

This is a group itinerary with many Comrades Legend Experience participants and the program will run to a tight schedule per the itinerary, thus ensure you are on time for daily events as we will not be able to accommodate late starts/finishes etc.

**2 ORGANISERS / SUPPLIERS** - Comrades Legend Experience has appointed tourism destination management "Crystal Events Africa" [www.crystalevents.co.za](http://www.crystalevents.co.za) to supply and manage ground arrangements in South Africa. All South African ground suppliers providing services to Comrades Legend Experience and Crystal Events Africa have the necessary public liability and professional indemnity insurances and are registered suppliers to the South African tourism industry. Registered and fully qualified tour guides assist with the program hospitality.

**3 CONTRACT, BOOKING CONDITIONS & JURISDICTION** - A contract will not exist between Comrades Legend Experience and the participant/s until we have received a completed online copy of our Booking Form, acceptance of our terms and conditions and full payment for the five-night accommodation and special events package from 06-11 June 2019.

When the participant books with Comrades Legend Experience, they agree that South African law (and no other) will apply to the contract and to any dispute, claim or other matter which arises between the participant and Comrades Legend Experience and its appointed suppliers. The acceptance of these terms and conditions supersedes any other agreement associated with Comrades Legend Experience and its Organisers.

**4 PAYMENT** - Unless otherwise specified, a non-refundable payment of 100% of the total package price, per person, is payable to secure your reservation. Full payment is required for the land content, including hotel reservations and the Organisers are required by the relevant suppliers to make payments within a specified time limit due to high peak periods over Comrades 2019 dates. Should payment not have been received we will be unable to provide you with a guaranteed reservation.

Credit card payments linked to Comrades Legend Experience website [www.comradeslegendexperience.com](http://www.comradeslegendexperience.com) in favor of "The Comrades Legend Experience" are collected by PayPal. PayPal is internationally recognized and accept Visa, Mastercard and American Express. The domain where you enter and process your payment is owned and operated by PayPal and is a secure payment gateway.

Comrades Legend Experience will accept online payment by CREDIT CARD via PayPal for individuals and EFT bank transfers for groups. Payments for groups travel need to be arranged by email to [info@comradeslegendexperience.com](mailto:info@comradeslegendexperience.com) All payments are to be made out to **Comrades Legend Experience or to its designated Bank Account**. Any charges made to a client's credit card (debits) whilst travelling abroad is the client's responsibility. Comrades Legend Experience will not be liable nor accept responsibility for having these charges reversed or corrected upon return. Participants are responsible for settling their extra's accounts prior to checkout at the respective hotel accommodation establishments.

**5 CANCELLATIONS** - Once a reservation request has been received in our office, it becomes liable for cancellation fees in full, due to supplier payment deadlines. The paying participant will need to arrange a substitute to take part in the Comrades Legend Experience if unable to attend the event on 06-11 June 2019.

These conditions will be strictly adhered to and cancellation insurance is therefore strongly recommended.

We reserve the right to cancel any tour/travel arrangements prior to departure, in which event the entire payment made will be refunded to the participant without any further obligation on the part of Comrades Legend Experience.

All bookings are also subject to the terms and conditions specified by the individual suppliers of the services which the organisers contract in terms of the booking. Comrades Legend Experience will provide on request the identity of the supplier and such supplier's terms and conditions may include, but are not limited to, provisions regarding their cancellation fees or amendment charges as applicable to confirmed reservations, refunds /no refunds for no-shows / unused services; late booking fees, etc.

**6 INSURANCE** - Insurance is the participant's responsibility and all participants are strongly urged to take out travel insurance, covering personal accident, medical expenses, baggage, loss of deposit through cancellation and/or default of the individual principal service providers and ultra-marathon running.

**7 NOT INCLUDED IN TOUR PRICE** - The basic tour prices does not include car rental, costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements, meals / beverages and other items of a personal nature, Comrades Marathon race registration, ChampionChip unless specified to the contrary in the itinerary / tour program / relevant documentation.

**8 OVERBOOKINGS** - We undertake to inform you without delay if we are obliged to cancel your reservation for any unforeseen reason and we will offer you an alternative of a comparable standard subject to availability, or a full refund of the deposit paid within 21 days. We will take all reasonable steps to ensure that your accommodation as booked is available on your arrival at the destination. However, if we become aware of an overbooking situation prior to the time of your departure we will inform you and offer you an alternative of similar standard (if available), or a full refund of the payment made to us. If we are not unaware of the overbooking at the time of your departure, then we will arrange appropriate compensation if the alternative accommodation provided by the supplier is not similar to the standard of the accommodation originally booked.

**9 TOUR ITINERARIES & PARTICIPATION** - Comrades Legend Experience is an annual special events package.

We do our utmost to provide all the comforts to the participants as indicated in the specific itinerary. Itineraries/travel arrangements may be subject to alteration where necessary according to local conditions on route, without prior notice. Due to various prevailing/unforeseen circumstances, event programs are not always able to follow the provisional / suggested routing as set out in

the published itinerary. The information contained herein should, therefore, be regarded as a guide only. While it is possible for the participant to break away from planned itineraries after departure it is understood that extra expenses incurred because of such a breakaway will be for the participant's account and any unused service cannot be refunded.

While every effort is made to keep to all pre-confirmed itineraries, we reserve the right to make changes for your convenience. As we plan arrangements in advance; do not own or control the hotels and /or other supplier companies who will provide itinerary/participant components, changes and even cancellations may occasionally become necessary. In the event, that the hotel accommodation, excursion, service, etc. has been properly confirmed by Comrades Legend Experience but subsequently becomes unavailable for any reason whatsoever, Comrades Legend Experience do not accept any liability for such unforeseen circumstances. No refund will be considered for any unused services irrespective of whether they form part of the basic inclusive package price.

**10 AMENDMENT FEE** - An amendment fee of R200 per participant, per amendment, will be charged at the discretion of the Organisers of Comrades Legend Experience.

**11 LATE BOOKINGS** – Participants need to be aware that Comrades Marathon has approximately 20,000 ultra-marathon runners taking part. You are strongly advised to book urgently in advance for all services – i.e.: at the launch of Comrades Marathon registration, normally in the month of September annually – 9 months prior to the ultra-marathon. Hotels and all services are booked well in advance. Late bookings will reduce your choices to partake in special events like Comrades Legend Experience due to high demand.

**12 DOCUMENTATION** - It is the personal responsibility of each participant to ensure that they are in possession of the correct documentation prior to departure. The company shall not accept responsibility or liability for any consequences of any nature whatsoever arising from the participant failing to ensure that he/she has complied with the necessary health/ passport/visa requirements.

**13 RECONFIRMATIONS** - Participants are reminded of the importance of reconfirming their onward / return flight reservations, on arrival at each destination. Failure to do so may result in cancellation of reservations by the airline.

**14 PASSPORTS, VISAS, VACCINATIONS AND INOCULATIONS** - The responsibility to obtain proper, current and valid passports, visas, vaccinations, inoculations and the like as and where required, is that of the participant alone. Comrades Legend Experience shall not be responsible or liable for any consequence of any nature arising from the participant failing to ensure that he/she has complied with all such requirements. The Participant must ensure that their passport is valid for at least six months beyond the end of the travel period. South African residents travelling on a foreign passport must ensure that they have correct documentation from Home Affairs for re-entry to the country. Comrades Legend Experience bears no responsibility for an incorrect passport or immigration documentation.

**15 TRAVEL DELAYS** - Comrades Legend Experience does not hold itself responsible for any delays prior to departure, or during its itinerary program, brought about by technical difficulties, strikes, weather conditions or any other unforeseen circumstances which are beyond its control. It is understood that any expenses relating to these unscheduled extensions (e.g. hotels, meals, airfares, telephone calls, etc.) will be for the participant's account. Losses due to travel delays may not be refundable, however, we will do our best to negotiate refunds on behalf of participants.

**16 FORCE MAJEURE (SUPERIOR FORCE)** - Comrades Legend Experience does not accept liability or pay you compensation where the performance of our contractual obligations is affected by "force majeure" (included but not limited to war, threat of war, riot, civil or political unrest, industrial dispute, terrorist activity, natural or nuclear disasters, fire, adverse weather conditions, closure of ports or airports, air traffic control delays, technical problems), or other circumstances amounting to "force majeure". The company will always do its best to assist participants where necessary and or possible.

**17 UNUSED SERVICES** - No refunds will be considered for any unused services irrespective of whether they form part of the basic package, or whether they are in respect of pre-booked optional arrangements. No refunds can be considered on partially unused hotel accommodation, or other services included in the packaged itinerary.

**18 SPECIAL REQUESTS** - Should you have any special requests these should be conveyed to us at the time of booking. Comrades Legend Experience will endeavor to comply with special requests however we cannot guarantee that these special requests will be met.

**19 INDEMNITY** – Neither the Organisers, nor the owners of Comrades Legend Experience, their suppliers, contractors or employees shall be liable for any loss, damage/s, destruction, injury or death which may be caused to any person, howsoever such loss, damage/s, destruction, injury or death may occur, whether as a result of any foreseen or unforeseen event or any act of omission on the part of the Organisers, owners, their suppliers, contractors or employees or otherwise. Notwithstanding the foregoing, the participant/s hereby indemnifies and holds harmless the Organisers, the owners and against any suppliers of any services or goods, which may form part of the itinerary and/or special event package, which may be brought against any of them relating to the event and services provided for and during the Comrades Legend Experience.

**20 CANCELLATION OF TOUR** – In the unlikely event of a cancellation of the Comrades Legend Experience the Organisers will refund the full amount already paid by the client within 21 working days. Comrades Legend Experience Organisers and its Suppliers do not take responsibility for any travel arrangements and payments already made to other parties by the participant/s. It is essential that participant/s have travel insurance to cover for such events.