



Blu-Pebbles Tours & Transfer (Pty) Ltd – 2021/326216/07

Director Jaco Johannes Cornelius Ras

Fairley Estate, Fairley Road, Sherwood, Port Elizabeth, South Africa

Tel: +27813842072

<https://blupebblestours.co.za>

info@blupebblestours.co.za blupebblestt@outlook.com

Thank you for choosing to travel with Blu-Pebbles Tours & Transfer!

Terms & Conditions / Disclaimer

Blu-Pebbles Tours & Transfer (Pty) Ltd or referred herein as “**BPTT**”, without prejudice,

accepts no responsibility for our passengers or their property failing to be at the designated points at the designated times or for any loss or damage arising out of such failure.

The client shall not hold any claim against **Blu-Pebbles Tours & Transfer (PTY) Ltd**, our partners or employees for any injury, loss, accident, discomfort or inconvenience that may have been caused to the client’s self/partner/children/family members or friends on any tour or transfer including against any of his/her/their property and/or belongings from any cause whatsoever whether occasioned by any act, neglect or default of **Blu-Pebbles Tours & Transfer (PTY) Ltd** or our service providers, employees or associates or by any act of God, nature, theft or civil commotion/disruption. The client in whole hereby indemnifies **Blu-Pebbles Tours & Transfer (PTY) Ltd** against any such claim and hereby holds **Blu-Pebbles Tours & Transfer (PTY) Ltd** harmless in all respect thereof.

Travel Documents

It is the traveller’s responsibility to make sure all their personal travel documents/travel & medical insurance are up to date and correct and in their possession for him/herself/family or partners travelling together including that of any minor children. If only one parent/legal guardian is travelling with a minor, you will need to provide a recent certified letter of consent from the absent parent/legal guardian that the minor is allowed to travel with you out of South Africa.

Travel documents required by **BPTT** will be treated with utmost confidentiality.

Copyright

Please note that all content on our website including all images and videos that appear on our website are the express property of **Blu-Pebbles Tours & Transfer (PTY) Ltd** unless otherwise stated or where credits have otherwise been appropriated and authorized. Some images of Accommodation Establishments/Activities may have been provided by that entity and **BPTT** have permission to display such. Permission to reproduce, reprint or distribute any of the above from our website/social media will be given in writing by **BPTT** on request and if so granted.

Vehicles for Tours/Transfers

BPTT reserves the right to use alternative vehicles and drivers where necessary on tour or conducting a transfer without notice. On transfer a driver’s overnight accommodation/meals, if necessary, will be included into a quote. Transfers before 06h30 and after 20h00 may be subjected to an additional ZAR100 per hour to a quote and referred to as “extra time”.





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No underaged children will be allowed to travel unaccompanied by an adult parent/guardian. Child/baby or “booster” seat upon request at an additional rate. Use of a trailer at an additional rate may be required where luggage exceeds vehicle space availability.

Passengers are permitted to wear a seat belt and not doing so is at their own risk.

BPTT can not foresee a vehicle breakdown and in such an event vehicle breakdown costs and replacements will be at the cost of **BPTT** (except where fault is as laid out under DAMAGES herein) but should any overnight accommodation/meals need to be arranged for any passengers, **BPTT** will not be liable or responsible to cover those costs.

Any additional off routes/pick-ups not part of a transfer quote while on-route will be billed to client accordingly. Extras charged if the kilometres are exceeded or you are not at the destination originally requested. The shortest and safest route is always taken / used.

Any damage to the vehicle interior or exterior done intentionally by the passenger/s, will be held accountable for 50% (fifty percent) of the liability costs.

All required passenger liability and **BPTT** driver credentials including necessary insurance is kept and valid.

BPTT reserves the right to change the tour/transfer route according to road conditions.

The laws of South Africa govern any tour or transfer.

We reserve the right to refuse to carry any persons and/or goods on the tour or transfer. Your warrant is required that you will not bring any illegal or hazardous substances or items/firearms with you on tour or transfer which may be or become dangerous. NO animals allowed. NO smoking permitted in the vehicle. We reserve the right to inform local authorities/law enforcements if **BPTT** suspects any suspicious behaviour or foul play.

No operator, employee or representative of **BPTT** has authority to alter, modify or waive any of these terms.

We reserve the right to alter these terms accordingly.

All rates shown are in South African Rand (ZAR) and are subject to ROE (return on equity).

Rates may change according to the current fuel price increase or decrease.

ACCOMMODATION

BPTT will strive to make sure that the accommodation type for which our client booked is of the highest standard and meets the clients’ booking requirements. **BPTT** cannot be held responsible for any differentiation between photos of an accommodation establishment advertised to the actual property/room view and setting.





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BPTT cannot be held accountable or responsible for any room features being of an unsatisfactory nature to our clients or for any sudden changes made at the discretion of the accommodation establishment. **All accommodation establishments follow their own protocols and admission as well as cancellation policies.**

Upon your booking **BPTT** will endeavor to make sure your requirements are met to the best of our knowledge and do not take responsibility for any false miscommunication from the accommodation establishment regarding any meals, room types or services, outdoor settings/activities or arrival and departure times.

BPTT does not take responsibility for the client and or their belongings once they have checked into their accommodation establishment. Any changes to client's room booking or alternative accommodation booking if the current booking is totally unsatisfactory, is not the responsibility of **BPTT** in anyway and **BPTT** will not be held accountable or responsible for such changes or any costs incurred or lost.

DEPOSITS

(Please note end of year peak season (01 November-end February) may affect the deposit requirements for bookings over that period for either service required)

A 50% (fifty percent) deposit is required to secure your tour/activity/accommodation booking payable within 7 days after receipt of proforma invoice. Automatic cancellation occurs if:

deposit is not received and no alternative arrangement has been made with **Blu-Pebbles Tours & Transfer (PTY) Ltd.**

Balance of payment: Due in full, 30 days prior to departure of tour. Bookings made within 30 days require immediate payment in full to confirm.

Service providers: **BPTT** uses your deposit to confirm booking reservations. Accommodation reservations to be paid in full 7 days prior to stay.

Transfers: 25% deposit required if booking is made 30 days or more in advance. Balance due 78hrs before travel. Full amount due if *whole booking* is made 48 hrs before travel.

Payment

All rates/fares quoted are in South African currency (ZAR) and are subject to change due to airline increase, currency fluctuations and seat/hotel availability.

Quotes are only guaranteed once final payment has been made and documentation been issued.

Rates may be subject to change without notice. **Payment is to be made strictly prior to travel.**





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- Payment is PREFERRED in electronic funds transfer (EFT).
- Payment must reflect in **BPTT** bank account before the Tour/Activity/Accommodation/Transfer commences.
- Cash payment, where only absolutely necessary, may be made under pre-arrangement and before/on the commencement of the tour or transfer only and preferred in ZAR.
- A payment link may be created for you using YOCO should a card payment be absolutely necessary. PAYPAL services are also offered.

Banking/transaction fees are to be pre-paid by you.

BANK DETAILS

FNB GOLD BUSINESS ACCOUNT

PORT ELIZABETH, SOUTH AFRICA.

BRANCH CODE: **255355**

ACCOUNT NUMBER: **62897600170**

ACCOUNT HOLDER: **BLU PEBBLES TOURS & TRANSFER**

SWIFT CODE: **FIRNZAJJ**

Please note end of year peak season (01 November – end February) may affect all booking cancellation policies

TOUR CANCELLATIONS (INCLUDING ANY ACCOMMODATION)

If a tour is cancelled with more than 30 days' notice balance of deposit will be refunded less any costs incurred to hold reservations.

If tour is cancelled within 15 days prior to travel – forfeit 50% cancellation fee off total booking amount.

If tour is cancelled 7 days or less – forfeit 100% of tour cost paid.

Only written cancellations will be accepted.

*Confirmed tours booked with **BPTT** that are cancelled by a travel partner and are cancelled 24 hours or less, regardless if any payment has been made, especially for day tours, will be held reliable for 50% of the tour cost that would have gone ahead. This is to cover loss of other income through tours/transfers declined in order to assist with the travel partners booking.*

Activities, tours or accommodation bookings with any of our travel partners may be subjected to adhering to their cancellation policy.





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Refunds made less any banking fees incurred and may take up to three days.

DAMAGES

BBTT and travel partners does not hold itself responsible for any incidents, injury or accidents beyond its control e.g.

- a. Poorly constructed, bumpy, slippery road surfaces
- b. Storm or snow blockages on route to destination or on return journey causing diversions or longer routes at cost to the organizer or paying party.

BPTT and travel partners does not hold itself responsible for injuries incurred due to overloading of

- a. Passengers
- b. Goods
- c. Parcels
- d. Objects

that may hamper the safety of passengers and the vehicle itself.

BPTT and travel partners is not responsible for damage or loss to luggage, personal effects e.g., clothing, cameras, watches, passports / monies etc

BPTT and travel partners holds the organizers responsible for any damage to the vehicle in the event that they insist that the driver enters inaccessible areas or roads and gateways where the driver feels that it is not safe for him to go into, putting passengers and vehicle at risk. This also applies to misleading information supplied regarding road conditions/accessibility from our client/organizers.

TRANSFER CANCELLATIONS ON VEHICLES NOT BUSES/SPRINTERS UP TO 28 SEATS

Forfeit 50% (fifty percent) off total amount paid if cancelled 24hrs or less before date of travel.

Only written cancellations will be accepted.

Refunds made less any banking fees incurred and may take up to three days for refund.

TRANSFER CANCELLATIONS ON LARGER BUSES/SPRINTERS UP TO 28 SEATS

Cancellations 30 days before commencement of services: 10% cancellation fee

Cancellations 29 – 14 days before commencement of services: 25% cancellation fee

Cancellation 13 – 4 days before commencement of services: 50% cancellation fee

Cancellations 72 hours – 0 before commencement of service: 100% cancellation fee

Cancellation must be done in writing as no verbal cancellations will be accepted

10 % admin fees will be charged on all refunds

_Refunds made less any banking fees incurred and may take up to three days for refund.





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ACCOMMODATION CANCELLATIONS ONLY (NOT PART OF A TOUR)

Cancellation made 7 days or less before arrival - forfeit 50% deposit

Only written cancellations will be accepted. 10% admin fee will be charged on all refunds before 7 days of arrival.

No refund will be given where there is a no-show on the day nor if anyone does not complete the tour/early accommodation check out.

Refunds made less any banking fees incurred and may take up to three days for refund.

GENERAL

No guarantees can be made in regard to the accuracy of a rate when sold by an operator or representative of **Blu-Pebbles Tours & Transfer (PTY) Ltd**. Whilst we will make every effort to provide you with the most accurate, up-to-date information, occasionally, one or more items on our web site may have changed. In the event this has occurred, every effort to provide the most suitable alternative will be made.

Some tours/activities may require you to sign an indemnity form. Not all tours are guaranteed as private tours. It is up to the client to specifically enquire about a private tour/rate.

Any photographs taken by **BPTT** while on a tour or transfer are the property of **BPTT** and copies may be requested. **BPTT** will not be held accountable for any client/s who might be present in a photo without their knowledge. Photographs can/may be used for marketing and advertising purposes.

The terms and conditions governing your trip and our relationship are set out in this document. These Terms and Conditions will be provided with your proforma invoice. Please read these Terms and Conditions thoroughly.

These Terms and Conditions will prevail in the event of any contradiction in the documents so please ensure your familiarity with them as you have agreed and are hereby bound to these terms and conditions.

No party shall be bound by any express or implied terms, representation, promise or the like not recorded herein.

These Terms and Conditions are from time to time updated and amended as required by prevailing times and conditions which will be necessitated due to changes in policy, administration and legislative alterations. Please ensure that you are familiar with the most recent document.





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No relaxation or indulgence will constitute a waiver of these terms and conditions and both parties remain entitled to their rights as ascribed to them in terms hereof, despite not insisting on them at any given time.

Should any of the terms and conditions as found herein be deemed to be invalid or null and void as determined by a court of law, the rest of the provisions will remain in full force and effect as if the former had not been included.

The Terms and Conditions of this agreement and supporting documents will be governed by the Laws of South Africa and shall be enforceable within the Republic of South Africa and its Courts.

The parties hereby consent to the jurisdiction of the Magistrates Court of South Africa in respect of any action or proceedings which may be brought, provided that **Blu-Pebbles Tours & Transfer (PTY) Ltd** shall be entitled to bring proceedings in the High Court, where such proceedings would, but for a foregoing, be beyond the jurisdiction of the Magistrates Court and can do so at their own election.

In the event that **BPTT** institutes proceedings in order to recover costs, the costs of recovery and all associated costs will be for your account on an attorney and own client scale.

No responsibilities, rights or obligations in terms of these terms and conditions can be assigned or ceded by you to a third party.

Should **BPTT** be prevented from carrying out any of our obligations in terms of this agreement due to causes beyond its control, **BPTT** shall not be held liable to continue with its obligations while the causes persist and further more shall not be held liable for any delays or losses or damages which may be incurred as a result.

In an event of Natural Disasters “Act of God” our standard terms and conditions still apply.

COVID-19 PROTOCOLS (if applicable at date of travel)

Vehicles are cleaned and sanitized prior to tour/transfer and again after service provided.

Face masks compulsory for all entering the vehicles (each guest to have their own mask)

Sanitation of hands before/when entering the vehicles

Frequent touch points and surfaces will be sanitized at each stop

Temperatures may be taken at anytime

Any person travelling to South Africa must carry proof of having been vaccinated where such certificate of proof must contain the date upon which the vaccination was administered and the type of vaccine that was administered.





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Any person that has been vaccinated and carries a valid certificate of proof of vaccination will still be required to carry a Covid-19 negative PCR certificate no older than the required time period as required by the country into which they are entering and traveling.

Should anyone be traveling with **Blu-Pebbles Tours & Transfer (PTY) Ltd** be found to test positive for the Corona virus or any other virus or illness that might affect the health of the individual or those around the individual, the said individual will be required to enter into a state of voluntary isolation for a given time period as set out by the government of the country where the negative result has been established where such isolation accommodation will be for the individual's own account.

Any medical or other testing of any individual for the Covid-19 virus or other pandemic, epidemic or illness in general will be expressly for the individual's own account.

**The current regulations/restrictions in place at the date/time of any tour/activity/transfer will govern/over-ride the above where necessary according to South African Government Regulations.*

Medical conditions and or disabilities

Must be disclosed to **BPTT** where required and if can be life threatening. It is up to the traveller to ensure that their correct & approved medicines are carried on them. **BPTT** reserves the right to perform basic first aid. **BPTT** reserves the right not to administer any medications. Any emergency medical treatment by a professional registered Doctor/medical personal or where hospitalisation is required and the method of transport used to get the traveller there, is for the traveller's own account and **BPTT** will not be held liable/responsible for any costs/injuries incurred.

Personal Information via our website

The personal information we collect include the following:

- Name,
- Telephone Number
- Email Address.
- The type of service you are interested in
- Ip Address
- Web Browser

This information is emailed to us and we will respond directly to you. By contacting us you give permission for the above.

Cookies:

We may place small text files called 'cookies' on your device when you visit our website. These files do not contain personal data, but they do contain a personal identifier allowing us to associate your personal data with a certain device. Many websites use cookies and you can find out more about them .





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We use different types of cookies on our website. Some of these cookies are placed by us, while others are placed by our third-party plug-ins, suppliers or advertisers. These cookies may be deleted from your device at different times, such as at the end of your browsing session (when you leave the website) or after a pre-set amount of time, or they may persist on your device until you delete them.

You can read about deleting Cookies from your device at the following website –

<https://www.digitaltrends.com/computing/how-to-delete-cookies/>

Deleting or no longer accepting cookies may prevent you from accessing certain aspects of our website where cookies are necessary or because the website forgot your preferences.

The Cookies We Use:

Essential cookies – these are cookies that allow our website to perform its essential functions. Without these cookies, some parts of our website would stop working.

Site analytics cookies – these are cookies that monitor how our website is performing, and how you interact with it. We use them to know how best to improve our website or services.

Functional cookies – these are cookies that remember who you are as a user of our website. We use them to remember any preferences you may have selected on our website, like saving your username and password or settings.

Embedded content from other websites:

The content on this site may include embedded content (e.g., videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

Website Analytics:

We use Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity.





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For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <http://www.google.com/intl/en/policies/privacy/>

Your Data

Who we share your data with?

We may share the information we collect with companies that provide support services to us. This information about you is required to provide the service you requested. We limit information shared with service providers to what is necessary to fulfil the services.

How long we retain your data:

Should you submit an enquiry or send us an email this information may be retained for as long as is necessary to render a service. We may also use this information to contact you in future with information that may be of interest to you. Should you no longer wish to receive communication from ourselves please request us by email to remove your details from our records.

What rights you have over your data:

If you have an account on this site, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

