

TERMS AND CONDITIONS

Customer privacy policy

Shark Diving Cape Town is a division of African Shark Eco-Charters. African Shark Eco-Charters shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

The PAIA may be downloaded from:

http://www.polity.org.za/attachment.php?aa_id=3569

Payment Options Accepted

Payment may be made via Visa, MasterCard, or credit cards for online bookings. Bank transfers or cash will only be accepted for direct bookings into the African Shark Eco-Charters bank account, the details of which will be provided on request.

Credit Card Acquiring and Security

Credit card transactions will be acquired for African Shark Eco-Charters via Activity Bridge who are the approved payment gateway. Activity Bridge uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Customer details separate from card details

Customer details will be stored by African Shark Eco-Charters separately from card details which are entered by the client on Activity Bridge secure site.

Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa.

Transaction Currency is South African Rand (ZAR).

Responsibility

African Shark Eco-Charters takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods

Country of domicile

This website is governed by the laws of South Africa and African Shark Eco-Charters chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other

documents or communication of whatsoever nature.

Variation

African Shark Eco-Charters may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Company information

This website is run by African Shark Eco-Charters based in South Africa trading as African Shark Eco-Charters with company registration number 2001/022524/23

IMPORTANT

Please note: From 1 October 2023, when our service provider reverses or refunds a credit card, the bank will no longer return or reverse their card fee (transaction costs). Your card will be refunded the full amount less the card fee.

The provision of goods and services by African Shark Eco-Charters is subject to availability. In cases of unavailability, go to African Shark Eco-Charters every endeavor to rebook/reschedule the service. If that is not possible, it will be considered to refund the client as soon as possible.

Gift vouchers are valid for three years and cannot be redeemed for cash nor refunded.

Cancellation Policy

IMPORTANT Please note: From 1 October 2023, when our service provider reverses or refunds a credit card, the bank will no longer return or reverse their card fee (transaction costs). Your card will be refunded the full amount less the card fee.

PLANES & TRAINS DON'T WAIT ~ NOR DO BOATS!! If you are late and miss the boat, you will be charged in full as a "no show". Please make sure you know where we are situated.

16-30 days before start date-0% cancellation fee.

15 days before start date – 100% cancellation fee (groups more than 4).

15-8 days -75% cancellation fee.

7 days before the start date – 100% cancellation fee.

Should the trip be cancelled by ASEC, then we will refund 100% of the deposit, less card fee.

Disclaimer

Section 1 I the client, as a participant on a trip with African Shark Eco-Charters (here after referred to as ASEC), have been informed that ASEC makes every reasonable effort to safeguard me, my family, and my belongings.

However, by reading and signing this booking form, I acknowledge and appreciate that during the boat trip or tour and related activities in which I am participating with ASEC and its agents, employees or associates, certain risks and dangers exist which are inherent in boat trips, shark viewing and diving and associated activities with ASEC.

I acknowledge and appreciate that these risks include but are not limited to loss or damage to personal property, personal injury or fatality to myself, my spouse, family members or friends. **Damage to or loss of property, personal injury or fatality may occur due to** ocean swells; sea conditions; the capsizing of the boat; collision with other water craft, log, whale, or other object in the ocean or on shore; falling into the ocean from the boat or falling or slipping while walking on or off the boat or pier, climbing into or being helped out of the shark cage, being bumped in the shark cage.

Damage to or loss of property, personal injury or fatality may also occur due to vehicle accident while riding in vehicles operated by ASEC, its agents, employee or associates.

In consideration of and as part of payment for the right to participate in ASEC's trips or tours and the services arranged for me by ASEC and its agents and associates, I certify that I have the necessary

swimming skills and ability to participate in this activity, and do voluntarily participate in this boat/ shark trip and the related activities with knowledge of the dangers and risks involved, as stated above.

By my signature on the booking form, I accept and assume responsibility for myself or a minor for whom I have legal guardianship, for injury, fatality and/or loss of or damage to personal property and expenses thereof as a result of my participation in this activity except to the extent such damage or injury may be due to the gross negligence of ASEC. I hereby agree to assume all responsibility for myself, my property and those for whom I have legal custody and hereby release and discharge ASEC and its owners, crew, employees, representatives and agents from all claims, demands, and rights or causes of action for injuries or damages of any description which may occur as a result of my participation on this boat/shark trip. If I am signing this agreement on behalf of another person, I certify that all representations are true with respect to the participant and that I have the full authority to bind that person to the terms of this agreement.

Section 2 ASEC and/or its associates and employees act only as agents for the client in making arrangements for trips, accommodation, travel services with tour guide services, for vehicle shuttle services, and accepts and assumes no liability or responsibility whatsoever for any damages, injuries, fatalities, losses, or delays due to any cause whatsoever, whether to person or property in connection with such services and/or arrangements. ASEC shall not be held responsible for any act, omission, or event during the time participants are aboard shuttles, trains, buses, vans, or private passenger cars which are not operated by ASEC and each trip member hereby agrees to release ASEC from any and all liability in connection therewith.

Participants are strongly advised to have personal medical insurance, along with baggage and camera insurance. It is understood that if emergency evacuation should become necessary, the expenses are the sole responsibility of the participant and not that of ASEC. ASEC is not responsible for the safety and security of client vehicles or personal property left in vehicles during the course of any ASEC trip or related activity. ASEC reserves the right to accept or decline service to any person.

Section 3 I hereby agree to permit ASEC employees and other guests to take photographs and make film records of the trip without further recourse or compensation to me. I understand and agree that such photographs and/or film records may be used for commercial and/or promotional purposes.

Section 4 I acknowledge and appreciate that great white sharks are wild animals as with all wild animals there is no 100% guarantee that I will see sharks. I acknowledge that no refunds will be made for non-sightings and will make no attempt in contacting ASEC, VISA or MASTERCARD or bank in attempt to be refunded. I appreciate that ASEC will offer me a voucher for another shark trip in which I may sell or give away should I not be able to participant on a further trip.