

## TERMS & CONDITIONS

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### General

These terms and conditions are applicable to any Purchaser, Recipient and Participant as defined. This includes individuals and groups, including where he/she is a member or part of entity or an organisation. Note that the terms Purchaser, Recipient and Participant are used interchangeably and the terms and conditions are applicable to all regardless of involvement with "TR". It is the responsibility of the group or entity to ensure that all Participants are familiar with the terms and conditions of "TR" and the terms and conditions of the Vendor offering the experience. "TR" shall accept no responsibility for any adverse results whatsoever resulting from booking or a person engaging in an experience, including where the Vendor has been negligent. "TR" acts as facilitator, event organiser, and agent for the booking of experiences and tailoring of experience "packages". "TR" does not offer the actual experience.

### Definitions

Tag Royal (hereinafter referred to as "TR") is the booking agent and facilitator of "experiences" as defined. Experiences - any of the activities, packages which are facilitated by TR and are to be offered and performed by the Vendor. Vendor – Any business, individual or group of individuals selected by "TR" who is engaged in the provision of providing "experiences" or related materials. Purchaser – The person in their individual capacity or on behalf of a registered entity or organisation who purchases "experience(s)" and completes the financial transaction with "TR". An electronic receipt will be provided to the purchaser at the time of the transaction. Recipient – The person or group of individuals selected to participate in the "experience" by the purchaser. Participant – The person or group of individuals who participate in the "experience". "You" refers to purchaser, recipient and/or the participant.

### Gift Experience Voucher Conditions

The gift certificate is proof of payment. The voucher number found on the gift certificate will be used to identify recipients in communications with "TR". Gift certificates can be redeemed for services from the issue date and are valid until the expiry date. The cash value of a gift certificate expires 3 years from date of issue. The activity value of a gift certificate, expires 6 months from date of issue. Redemptions received beyond the activity expiry date are subject to a top-up fee only if the activity price has increased since the issue date and only at the difference between the new price and old price. Vouchers are not redeemable for cash and can only be transferred on the terms provided for herein. Vouchers can only be redeemed using the voucher code as printed on the voucher. All vouchers are subject to the terms & conditions of participating Vendors. "TR" will take no responsibility for any loss incurred as a result of impersonation or ID fraud.

### TR Venues & Vendors

"TR" has informal associations with Vendors nationwide. If "TR" needs to amend or withdraw Vendors, venues or experiences, this is due to circumstances beyond "TR's" control. If this does occur, comparable alternatives will be offered and recipients will have the option to exchange their experience voucher(s) for a different experience(s) of the same monetary value. "TR" Vendors have their own

terms and conditions. Participants may also be required to sign an indemnity form or a waiver by the Vendor and will be informed of this upon redemption of their experience voucher or by the Vendor at the time of the experience, taking place. "TR" acts only as the facilitator in providing a booking service for experiences and shall not be liable for any aspect of the "experience" itself and/or for any of the Vendor's actions or omissions.

#### **TR Product Information**

"TR" endeavours to keep all experience information accurate. Prices, programs and limitations are subject to change without notice. The experience description as provided on [www.tagroyale.com](http://www.tagroyale.com) and APP may not fully or precisely describe the actual experience received and any details omitted, occur unintentionally and "TR" shall not be held responsible. "TR" maintains regular contact with "TR" Vendors and encourages Vendors to provide updated information as and when available. Should you wish to clarify any facts relating to any experience offered through "TR", please call Customer Service at 076 344 3351.

#### **Pictures**

The pictures used in all "TR" promotional material(s) are for illustration purposes only. These visuals may not accurately reflect the details of an individual experience. "TR" has sourced web graphics using free stock photography web sites or directly from Vendors' web sites based on their approval. Notwithstanding the above, where a photo is deemed to be used without the permission of the person, it has been done unintentionally and the party should contact "TR".

#### **Duration of Experience**

Wherever possible "TR" has provided correct durations for each experience. All durations are subject to various delays such as weather, technical difficulties, late arrival of other clients etc. Experience durations are an approximation of the time participants will spend at the venue. Details regarding the number of participants allowed, or any wait times that may be involved are documented as far as possible within the experience description. Wherever possible, itineraries are provided and are intended as a guide only. Clients are asked to arrive promptly for their bookings.

#### **Limitation**

Participants are wholly responsible for complying with all necessary requirements of the experience as set out on the "TR" web site and/or in the booking confirmation and as provided for by "TR". Certain experiences may be restricted by factors, which include but are not limited to age, weight, height or health. Experience descriptions will as accurately as possible explain the limitations or requirements, however, participants may be liable for costs incurred should they have to cancel their experience after booking due to not meeting these requirements. Clients and participants are encouraged to disclose all factors that could negatively affect limitations prior to purchase and prior to booking. Where a participant elects to proceed with an experience despite a restricting factor (such as age, weight etc) neither, "TR" or the Vendor shall be held responsible for injury, death or any other adverse outcome. It may be that the client or participant will be charged an admin fee of R200 should unnecessary admin become necessary in order to process cancellations, exchanges or refunds.

#### **Dress Code**

Certain Vendors recommend or require various specific clothing items to be worn for the experience. Please ensure compliance with these requirements before departing for the experience venue. "TR" will not be held liable for the non-provision of an experience due to failure of wearing the required clothing.

#### **Experience Availability**

If you book your experience via the web site you will be prompted to provide 3 different dates after which "TR" will contact you to confirm availability. You are strongly advised to give at least 21 days notice and allow even more flexibility during peak season and holiday time. You should not make any travel or accommodation arrangements until booking confirmation has been received from "TR". Whilst, "TR" will make every effort to meet all your requirements, "TR" does not guarantee to provide an experience on a chosen day. Participants will receive confirmation by email only of their booking from "TR". "TR" reserves the right to substitute certain elements of the experience, should those elements become unavailable due to circumstances beyond "TR's" control. "TR" may need to cancel an experience at short notice due to changes made by Vendors. Participants will be able to rebook any experiences cancelled by "TR". Due to the nature of many experiences, participation on the day may be dependent upon the weather or other factors. The experience description will include advice about weather conditions and participants may need to confirm with the experience Vendor on the day. Participants will be able to rebook any experiences cancelled due to the weather based on the Vendor's final decision.

#### **Prices**

"TR" prices are correct at the time of online booking. However, "TR" reserves the right to change the price of any advertised experience, without prior notice and prior to confirmation and receipt of full payment. "TR" will not be obliged to amend "TR" prices for any reason whatsoever or arising from any disagreement or dispute that the purchaser, recipient, Vendor or participant might have.

#### **Event Management**

"TR" shall attempt insofar as possible to accommodate to any special experience requests made by the participant, purchaser, and recipient. The terms and conditions are equally applicable to any such special experience tailored packages and "TR" shall not be held responsible OR liable for any adverse outcomes in regard to such experiences. If "TR" agreed to accommodate for a Client's specific requirements in the form of a tailor made experience package, "TR" shall charge a 12% event management fee on the cost of the experience package arranged.

#### **Modification to the Service and to the Terms of Service**

While "TR" will try at all times to inform you of changes, "TR" reserves the right to modify or discontinue the "TR" service in any way whatsoever without notice to the purchaser or participant. "TR" shall not be liable to you if "TR" modifies or discontinues its service. "TR" may change the terms and conditions at any time in its sole discretion. In the event of any material or substantial change in the terms and conditions, "TR" may but shall not be obliged to notify you via email, and/or by posting an announcement of the changes together with a link to the new "TR" terms and conditions on the "TR" service. By using "TR" services after any change to "TR" terms & conditions, you acknowledge and accept these changes and the remaining terms and conditions will still apply.

### **Special Offers and Last Minute Bookings**

“TR” may offer activities and/or packages offering late availability at special prices. Bookings for these experiences can generally be made right up until the day before the experience date. For these specific bookings, “TR” will provide essential details over the phone, as “TR” cannot guarantee that these details will arrive in time for your experience. Experiences bought under these conditions cannot be refunded or exchanged. Dates for an experience bought under these conditions, once booked, cannot be changed.

### **Vendor Small Print**

Each “TR” experience is unique and may have restrictions or certain conditions as outlined in the small print. Please ensure that you read this carefully to ensure that you comply and qualify. This includes any additional terms and conditions or indemnities of the Vendors themselves. “TR” cannot be held liable if purchasers, participants or recipients have not made themselves aware of these finer details.

### **Complaint Procedure**

“TR” has taken great care in the selection of Vendors who provide a service and experience of excellence. In the unlikely event that there may be issues with the experience, participants and clients must raise these potential issues with the Vendor on the day and at time of participating in the experience itself. Please notify the Vendor immediately so that they have the opportunity to address the issue(s) and ensure your satisfaction with the outcome. “TR” also expects the participant to inform “TR” in writing of the complaint details at the earliest reasonable time following the experience. Please email all particulars to [info@tagroyale.com](mailto:info@tagroyale.com) including your voucher reference number. All complaints are taken very seriously and are dealt with swiftly and are reviewed on a case by case basis.

### **Privacy Policy**

It is “TR’s” policy to respect the privacy of all “TR” users. Further details relating to “TR’s” policies and how your personal information is used and collected are available on the “TR” web site details at the earliest reasonable time following the experience. Please email all particulars to [www.tagroyale.com](http://www.tagroyale.com) or by emailing [info@tagroyale.com](mailto:info@tagroyale.com)

### **Gift Pack & Delivery**

All web listings include an electronic voucher with experience one-pager. Electronic vouchers cannot be processed and delivered until full payment has been received. Last order dates, delivery times, opening hours and courier charges are subject to change around public holidays, especially Christmas and New Years. For seasonal variations see our website homepage or call our Customer Service number 076 344 3351.

### **Exchange Policies – Experiences only ( As directed by our experiences partner)**

Gift Experience Vouchers are not exchangeable for cash. **All vouchers can be exchanged without charge within four weeks from date of issue.** Thereafter an admin fee of R200 will be charged per exchange transaction if processed four weeks after the voucher’s date of issue. Where an experience is transferred to another participant, the new substituted participant will be subject to these terms and conditions and must also ensure compliance regarding his/her suitability for the experience and “TR” shall not be held responsible in any way. Clients may transfer the voucher to another person or clients may exchange the experience voucher for

another experience. "TR" will at "TR's" discretion, assist the recipient to exchange an Experience Voucher or Choice Voucher for an alternative voucher to the same value of the original experience gift voucher. If the new alternative is higher than the face value of the original experience voucher, the exchange will only be dependent on the balance being received and cleared into the "TR" bank account. If the new alternative experience voucher is lower in face-value than the original experience voucher, the balance will be reflected as a credit and made available for the recipient to use against any future "TR" purchase within 2 months of the expiry of the original experience gift voucher and will not be refunded or extended thereafter.

### **Refunds & Cancellations**

"TR" is unable to process any returns or reimburse any payment transactions on any purchases of Experience Vouchers except as follows -

1. "TR" operates fairly and all refunds and exchanges will only be possible at the discretion of "TR". All refunds will incur an administration fee of 10% of the value of the experience (with a minimum charge of R100) and should be requested in writing by the purchaser within 14 days of the purchase date.
2. Any refunds agreed by "TR" will be refunded to the original purchaser of the experience using the same method of payment as originally purchased.
3. "TR" may, for circumstances beyond "TR's" control, need to cancel an experience. "TR" will notify the participant as soon as possible in such instances and offer all available alternatives. "TR" will not refund any incidental travel or other expenses incurred in relation to the experience cancelled and a participant shall not be entitled to bring any claim for the recovery of any such expenses.
4. If an experience listing has been removed or drastically changed then existing voucher holders with valid vouchers (not expired) may either exchange their vouchers or receive a full refund as long as they redeem their voucher within 6 months from date of issue. If participants redeem their voucher past the expiry date where the experience has changed, they forfeit their voucher entirely because it is beyond the validity period of the voucher.
5. "TR" will rebook and in limited cases refund the amount paid for an experience due to extreme circumstances such as death, injury or illness. Participants will be asked to provide documentary evidence to support claims relating to the above and any rebooking shall be at "TR's" sole discretion.
6. Notwithstanding the refund terms above "TR" will in certain circumstances (at its sole discretion) and only upon sufficient proof being shown, refund the purchaser the total amount invoiced. These reasons are:
  1. The death, accidental bodily injury, illness, compulsory quarantine or summoning to witness attendance in a court of the normal country of domicile/residence of a participant, or the death, accidental bodily injury, illness of a close relative (meaning any relative including fiancé (e)) or business associate whose death, injury or illness necessitates the presence in the normal country of domicile/residence of the person concerned.

### **Exclusions where refunds, exchanges and/or rebooking will not be given are as follows -**

1. If the receiver/participant does not want the voucher nor does the receiver/participant want to exchange the voucher for an alternative.

2. If the client and/or participant redeems their voucher within the expiry date but cannot confirm and/or commit to a booking date.
3. Where a client has purchased a voucher for a participant who lives in a different province to where the activity/experiences takes place.
4. Where a client and/or participant from a different province to the province where the activity takes place and cannot use the voucher or was unable to use the voucher due to weather and/or other limitations beyond our control.
5. If the client has purchased a voucher that the participant has not redeemed and where the voucher has since expired.
6. Pregnancy and childbirth if delivery were expected within three months of the date of participation in the experience.
7. The existence or aggravation of any disability, condition or illness which originated prior to the date of booking the experience and which has required medical treatment within six months immediately preceding such a date.
8. The existence of any condition or set of circumstances known to the participant at the time of booking the experience which could reasonably have been expected to give rise to cancellation or curtailment of the trip or journey.
9. Cancellation of a booking and/or 'no-show' will result in a 100% Forfeit (full value of the booking).
10. Where the relationship between the client and/or participant 'sours negatively' within the validity period of the voucher.
11. If the client and/or participant decide that they no longer want the voucher after a booking has been made and postponed due to weather and/or other limitations beyond our control.

### **Rescheduling**

These are standard terms and conditions only. Most vendors have their own terms and conditions relating to rescheduling and in some instances no rescheduling is allowed. In general the terms are as follows - rescheduling 5 days before your booking will carry a 10% Administration Fee, which is payable when rescheduling. Rescheduling 3 days before your booking will carry a 25% Administration Fee, which is payable when rescheduling. Rescheduling within 3 days of your booking will result in a 100% forfeit (full value of the booking). In order to avoid rescheduling fees, clients are asked to be 100% of their availability before submitting dates of their preference.

### **Legislation**

Whilst the Terms and Conditions make no reference to applicable legislation, regulations or other legal requirements, "TR" incorporates such law into its Terms and Conditions where applicable.

### **Insurance**

"TR" encourages all participants to take out the relevant personal indemnity insurance.

### **Indemnity**

"TR" or any of its members, agents or employees hereby excludes itself/themselves from any claims arising from negligence on the part of any Vendor offering the Experience or any activity associated with the Experience.

### **Intellectual Property Rights**

“TR” is the owner of the business, brand “experience” names and related devices (if any), names and any other written or pictorial material associated with it, either on the website, in print and elsewhere. “TR” has the right to recover damages from any person, party who infringes its rights of ownership in its intellectual property be it trademark, business name or copyright.