



TERMS AND CONDITONS

Nothing in these terms and conditions is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either you, a third party or the Agent in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").

Your use of the Shark Zone services including effecting on-line reservations through a third party service provided by Shark Zone is subject to these terms and conditions.

Shark Zone provides services and acts as an intermediary for suppliers whose products and/or services are marketed and/or sold by them. To the extent that Shark Zone acts as an intermediary for suppliers or third parties it is obliged to make certain disclosures in accordance with the CPA, which disclosures are set out in these terms and conditions.

Shark Zone's role as an intermediary, in relation to your bookings, is limited to facilitating your booking.

Shark Zone is not the supplier of the products and/or services marketed and/or by Shark Zone and you acknowledge that a separate legal relationship exists between yourself and the relevant supplier whose products and/or services you purchase through Shark Zone or whose products and/or services are marketed to you by Shark Zone

The products and services of each supplier used by Shark Zone are sold subject to the supplier's Terms. In making a reservation through Shark Zone, it is your responsibility to:

- read the supplier terms and conditions;
- convey all information set out in those terms and conditions to any other parties covered by any booking you make.

Shark Zone accepts no responsibility or liability for your misunderstanding or error whatsoever in this process.

You acknowledge that Shark Zone may receive commission from the supplier or other third parties in respect of the intermediary services rendered by it from transactions entered into by Shark Zone from the Suppliers or other third parties. This commission has no implication on what you are being charged.

A 100% deposit, upfront credit card payment or credit card details will confirm all bookings. No booking can be confirmed without the required proof of payment, credit card authorisation or credit card details.

Cancellation of any booking made through Shark Zone must be made in writing, a minimum of 24 hours prior to tour departure.

If you cancel less than 24 hrs before tour departure time from Cape Town, a 100% cancellation fee applies. If you do not arrive for a tour (a 'no show'), a 100% cancellation fee also applies.

Thorough weather checks are done prior to any trip. If bad weather prevents a trip from proceeding with on any particular day, you will be informed and an alternative date will be negotiated or an entire refund is given. If strong winds pick up while out at sea and a return to shore is required for the safety of passengers and crew, a refund is not applicable, but the supplier will offer a voucher for a free trip. Sightings of sharks are not guaranteed. In the unlikely event that you do not see any sharks on your tour, you will receive a complimentary voucher to dive again excluding road transfers. This voucher is not transferable. Due to variable weather conditions and shark activity, diving may not always be possible and is therefore not guaranteed.

All spaces on a tour should be booked at least 48 hours in advance to avoid disappointment. Shark Zone will not be liable in the event that the tour reaches capacity and is full.

Please ensure that you are given confirmation for your trip. Shark Zone will not be held responsible for passengers left behind as a result of unconfirmed bookings.

For tourists outside South Africa, Shark Zone and its staff are not responsible for booking or reserving accommodation and activities for its passengers along the tour route.

The timetable specified on the website including arrival & departure times and any times specified to you by Shark Zone are just approximate times and are subject to change without prior notification depending on the tides, weather conditions and number of trips scheduled for the day. The meeting time or collection times will be confirmed the day before the trip when the final weather forecast update is done around 17H00 and the skipper confirms the launch times.

Drivers cannot take bookings or recommend hostels and other accommodation. If a driver influences you in any way, please report this to the Shark Zone Head Office.

Buses will not wait for passengers who are not ready to depart at the times provided to them.

Passengers must be ready to leave from a departure point at least 15 minutes prior to the scheduled departure times. Shark Zone will not collect you from a hostel or Shark Zone collection point, if you have not booked in advance to be collected from there.

In the event of a bus running behind schedule due to traffic or road works, every attempt will be made to keep passengers informed but we accept no liability for any inconvenience in this regard.

Credit card payments are accepted at an additional 3.5% surcharge fee.

No animals are allowed on the bus.

By going on the trip (including the bus if our transport is utilised), you acknowledge that there are risks inherent in such activities which could result in death, loss, damage, injury, accident, delay or inconvenience to any person, or his or her luggage or other personal property. Shark Zone, its servants and its agents shall not be responsible for and shall be exempt from all liability in respect of any loss, damage, injury, accident, delay or inconvenience to any person, or his or her luggage or other personal property, whenever the same shall arise from or be occasioned by Shark Zone, its servants, service providers or agents or other person directly or indirectly in the employment or service of Shark Zone or under any circumstances whatsoever. This indemnity shall be deemed to include any incident while in transit per motor vehicle, shuttle, bus and/or boat.

No refunds will be given for unused portions of package tours.

Shark Zone acknowledges

Shark Zone may in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of this website or any of its contents or your right to use its services.

You must not resell any products or services accessed by means of this website.

These terms and conditions are governed by the laws in force in the Republic of South Africa.

You agree that you shall only use this Website or Shark Zone's services for lawful purposes and shall not modify, distribute or exploit the contents of this website without Shark Zone's prior written consent. You also agree that you shall not abuse or misuse this website, its contents or Shark Zone in any manner whatsoever.

As a condition for your use of Shark Zone you indemnify Shark Zone from and against any liability, damage or loss that it incurs or suffers as a result of any action, inaction or omission on your part or on the part of the supplier.

The content of the website, are the property Shark Zone who is the licensor and / or provider of this site. Unauthorised use is strictly prohibited. All title, ownership rights and intellectual property rights, including copyright, rest with Shark Zone.

You must not modify, copy, transmit, display, perform, publish, license or create derivative works from any information or software accessed by this website. Where copying or transmission is expressly permitted, you must not change or delete any author attribution or copyright notice.

Shark Zone may collect and process your personal information (i.e. your name, e-mail and physical / postal address and / or other contact details and/or any other personal identifier) via its

website. Shark Zone confirms that it is committed to the protection of your personal information and that it has reasonable safeguards in place to protect your personal information.

As a user of Shark Zone, you agree and consent that it may process your personal information and share such information with the suppliers, their representatives or any other third party for the purposes of making the service available to you in accordance with all applicable laws.

You consent to Shark Zone sharing your personal information which may be subject to further processing by Suppliers, other agents or subcontractors performing services in relation to the booking.

This website may utilise "Cookies", web beacons and other technologies for data analysis and potential personalisation of the website and services offered so that Shark Zone can better serve you with more customised information when you return to its website. These technologies may vary, but in many cases may involve a small file stored locally on the device used to access the Shark Zone website, and may be used to store and collect information relating to your use of the website.

"Cookies" are used to enhance your interactive experience and generally improve the services to you. You can set your browser to notify you when you are sent a "Cookie", giving you the chance to decide whether or not to accept it. If you do accept a "Cookie", you thereby consent to our use of any personal information collected by Shark Zone using that Cookie.

Your email address will also be added to our newsletter database for purposes of sending you newsletters and specials on offer. You may, free of charge, unsubscribe from receiving such newsletter and specials on offer by following the procedure set out on the newsletter.

In the event of any dispute arising between you and Shark Zone, you consent to the non-exclusive jurisdiction of the Cape Town High Court notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court. Nothing in these terms and conditions should be understood to prevent you or Shark Zone from taking any dispute to any court, tribunal, commission, ombud or other body of competent jurisdiction.

Shark Zone may legally assign any of its rights and obligations under this agreement at any time by giving you notice.

Shark Zone, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of this website or any of its contents or your right to use it.

You must not resell any products or services accessed by means of the website.

You agree that you shall only use this website for lawful purposes and shall not modify, distribute or exploit the contents of this website without Shark Zone's prior written consent. You also agree that you shall not abuse or misuse this website, its contents or Shark Zone in any manner whatsoever.