

CAPE TOWN GROUP travel & events

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CK Reg. No.: 2009/194228/23
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The Terms and Conditions set out below will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that Cape Town Group Travel & Events (hereinafter referred to as 'CTG') has the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

The rights of the consumer as laid out in the Consumer Protection Act number 68 of 2008 of South Africa notwithstanding - please be advised of Cape Town Group Travel & Events' (hereinafter referred to as 'CTG') Terms and Conditions as set out below:

TERMS AND CONDITIONS OF SERVICE

1. Bookings, Confirmations and Costs

1. All bookings are subject to availability.
2. Bookings are confirmed only when a payment of 50% of the invoiced amount is received.
3. Once the above is received from the client, we will confirm the booking with the client within 1 working day.
4. Full payment is due strictly 24 hours prior to departure, or **before commencement of the service** on short notice bookings.
5. Methods of payment accepted are EFT (details can be found on our invoices) or the following credit cards: VISA, MASTER CARD, AMERICAN EXPRESS.
6. We regret that we do not accept cheques.
7. Cash payments will be accepted in exceptional circumstances as a last resort, but we regret that any amount exceeding R400 must be paid by EFT or Credit Card for security reasons. No exceptions will be allowed.
8. All rates quoted exclude any third party costs that might occur, including but not limited to toll roads, parking fees, driver gratuities and entrance fees.
9. For services in the Western Cape, the rates quoted on our websites or by our representatives via email or telephone, are for up to two passengers, unless otherwise specified. Additional passengers can be added at a rate of R40 each.
10. Prices quoted on our websites for services in the Western Cape are for services between 07h00 and 21h00. Add R50 to the quoted rate for services after 21h00 and before 07h00.
11. All Cape Town International Airport **collections** are subject to a R20 Airport Surcharge.
12. Rates are subject to change without notice.

2. Cancellations and Refunds

1. We have a 24 hour cancellation period and for any service not cancelled or changed 24 hours before the reserved time, a full cancellation fee will be charged.
2. Refunds will be paid as follows:
 - a. 0 – 1 day prior to departure – No refund will be paid
 - b. 2 – 5 days prior to departure – a 50% refund will be paid
 - c. 5 or more days prior to departure – a full refund will be paid
3. All cancellations to be in writing via email or fax – our contact details can be found above.

3. No-shows and punctuality

1. It is the responsibility of the client to ensure that sufficient time is allowed to arrive at their destination.
2. In the case of a no-show, the full booking fee will be charged.
3. **A charge of R120 per hour (or part thereof) will be levied for any service where the driver is required to wait longer than 15 minutes after the scheduled collection time.**
4. We request that you contact us in case of any changes in flight or travel plans. Please keep our contact number and/or email address at hand for this purpose. We will do our best to accommodate these changes / delays, but cannot be held responsible should the driver be required elsewhere.
5. Should you fail to inform us of any changes or delays, and should you do not arrive at the collection point within 15 minutes of the collection time, you will be billed the full amount and considered a 'no-show'.
6. If a flight is delayed, we will endeavour to monitor the situation and accommodate the change, as we are dependant on information provided to us by the Airport Company of South Africa (ACSA). However, we will not be held liable for delays caused should ACSA provide us with faulty information.
7. We will always endeavour to have the driver on time for every collection, but unforeseen circumstances may delay our service. We request that clients wait 15 minutes after the scheduled collection time before making alternative arrangements. **Please ensure that we have a mobile number of the passenger(s) so that we can liaise with them should we be unexpectedly delayed.**
8. As much as we pride ourselves on our reliability and punctuality, unforeseen circumstances may delay or cancel our service without prior notice. CTG, their employers, agents associates and any other person indirectly in the employ or service of Cape Town Shuttles not be liable for any loss, damage, injury, accident, death, delay or inconvenience to any party and/or their belongings as a result of these unforeseen delays.
9. CTG reserves the right to refuse to undertake the conveyance of any passengers.
10. There will be no refunds or compensation for entertainment system failure on our shuttle services.
11. Any changes to your itinerary or route must be made with CTG, and **not direct with the driver.**
12. If a passenger fails to join any service, no refund or rebate will be made.

4. Luggage

1. Clients are kindly requested to indicate whether passengers will be carrying luggage.
2. Passengers are allowed to take onto a service one medium sized suitcase or rucksack, not exceeding 20kg per item, with exception of a passenger with a wheelchair (this must be conveyed to booking agent at time of booking). We shall have no obligation to carry luggage in excess of the permitted amount. A trailer may be required for more than 3 items of luggage – see point 7.4.
3. For reasons of safety and security, passengers should carry their own personal luggage to the vehicles luggage compartment. Unaccompanied luggage will not be carried for safety reasons. Our drivers are always more than willing to assist passengers with luggage at no extra charge, but if the passenger requests assistance with luggage from our driver, he/she does so entirely at his/her own risk.
4. CTG carries no responsibility for loss or damage to a passenger's luggage or personal belongings, unless directly or indirectly attributable to the gross negligence of CTG or any persons acting for or controlled by CTG. We recommend that you take out travel insurance from a reputable insurer against all usual and normal risks of loss or damage.
5. CTG will not be held liable for any incidents whatsoever, to your personal items or luggage, unless directly or indirectly attributable to the gross negligence of CTG or any persons acting for or controlled by CTG.

5. Health and Safety

1. The driver has the right to refuse any client who in his/her opinion is a danger to the driver, vehicle or the other passengers.
2. In the interest of Health and Safety, CTG reserves the right to refuse admission to any of our services where it may hinder the health and safety of fellow passengers.
3. Smoking on our vehicles or excessive intoxication by use of alcohol or drugs is NOT permitted and passengers will be refused boarding at the sole discretion of the driver. In the event of the passenger being refused boarding, the passenger will forfeit any right to a refund or compensation.
4. No animals will be carried on our vehicles with exception of trained guide dogs accompanying a visually impaired passenger.
5. CTG will not be obliged to carry any child under the age of 13 years unless that child is accompanied by a responsible adult.
6. CTG is committed to passenger safety. Each vehicle is insured with passenger liability insurance. We only employ drivers that have been issued a Professional Driving Permit (PDP), which is obtained after they pass a medical examination and once a police clearance certificate has been issued. Our vehicles have all been issued with the necessary permits, and are maintained to high specification and are inspected daily by management to ensure your safety.

6. Privacy

1. We completely respect your privacy at CTG, and 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).
2. The PAIA may be downloaded from: www.polity.org.za/html/govdocs/legislation/2000/act2.pdf
3. We will never sell, rent or give away your name, email or address to anyone - ever. We will use your email address only to communicate with you about your orders and information from CTG.
4. Please note that if you register as a customer, your details will be kept in a secure server for your use the next time you book with us.
5. However, this information is exclusively used for the handling of your orders and for your added convenience. It will never be sold, rented or given away to a third party.

7. Other

1. Travel routes are decided at the sole discretion of the driver. Suggestions are welcome, but the driver will decide on the final route, and no discussion to the contrary will be entered into.
2. For children under 3 years – a baby seat is mandatory at a fee of R 40.00 per service. Please indicate this when making your reservation.
3. All services are door to door unless otherwise specified. A surcharge of R50 will be levied per additional stop.
4. If a trailer is required, an additional R150 will be charged.
5. We wish to re-iterate that as much as we pride ourselves on our reliability and punctuality, unforeseen circumstances may delay or cancel our service without prior notice. CTG, their employers, agents associates and any other person indirectly in the employ or service of CTG not be liable for any loss, damage, injury, accident, death, delay or inconvenience to any person or their belongings. CTG reserves the right to refuse to undertake the conveyance of any passengers.
6. These Terms and Conditions may be subject to change without notice.