



explore the winelands

Explore Sideways

Terms and Conditions

Cancellations:

Standard Day Tours

- Cancellations from 0 to 24 hours prior to tour departure: 100% cancellation fee will be charged
- Cancellations from 24 to 72 hours prior to tour departure: 50% cancellation fee will be charged, plus any additional charges levied by suppliers up to date of cancellation.
- Cancellations 3 to 30 days prior to tour departure: 20% cancellation fee will be charged, plus any additional charges levied by suppliers up to date of cancellation.
- Cancellations 30 days or more prior to tour departure: 10% cancellation fee will be charged for costs incurred.

Custom Tours

- “No Shows” will be charged 100% of the quoted tour price.
- Cancellations from 0 to 14 days prior to tour departure: 100% cancellation fee will be charged
- Cancellations from 15 to 30 days prior to tour departure: 50% cancellation fee will be charged, plus any additional charges levied by suppliers up to date of cancellation.
- Cancellations 31 to 60 days prior to tour departure: 20% cancellation fee will be charged, plus any additional charges levied by suppliers up to date of cancellation.
- Cancellations 60 days or more prior to tour departure: 20% admin fee will be charged for costs incurred.



explore the winelands

No Shows

If a Guest is not available to start your tour on time, Sideways or the Operator will make an attempt to contact the Guests using the email address provided at the time of making the booking. If a Guest is not contactable or is thereafter not available to start a tour within 30 minutes of the scheduled start time, the Guest's tour will be cancelled but no refund will be due to the Guest and all fees and charges will be retained as liquidated damages. Exceptions to this policy may be considered in certain circumstances but Operators will be free to exercise their discretion in this regard as they see fit.

Weather Conditions

Guests bear the sole risk of scheduled tours being affected by inclement or extreme weather conditions, such as rain, wind or extreme heat. Under no circumstances can Sideways or any Operator or Venue be held responsible for weather conditions. No booking can be cancelled or amended by Guests at any time on the basis of weather conditions. Neither Sideways nor any Operator shall be liable for weather conditions that may affect the delivery and implementation of a planned itinerary.

Rescheduling

In some cases and subject to Operator availability, it may be possible to reschedule a tour if sufficient advance notice is given, however neither Sideways nor an Operator shall be bound to reschedule any tour notwithstanding the amount of advance notice given. Tours are always subject to Operator availability. Please contact us if you would like to reschedule. If the Operator is unable to reschedule, the terms of this refunds and cancellation policy shall apply.



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Management of Refund Process

Sideways is authorised to manage the refund process on behalf of Guests and to recover any funds held by Operators that are due to be refunded to Guests in terms of this Policy.

Refunds and Exclusion of Liability continued

Explore Sideways shall not be liable for your own failure to read the booking confirmation email, whether resulting from your provision of an incorrect email address or your inability to access the Internet at any time or for any other reason. Where you apply to make a booking on behalf of any other person, you warrant that you have all necessary permission and authority to do so and to accept all of these terms and conditions on behalf of that person. You indemnify Explore Sideways against any claims that may be made against Explore Sideways by an Operator arising out of or pertaining in any way to your booking or the acts or omissions of any Guest who participates or is booked to participate in the tour booked by you.

Explore Sideways will ensure that the Operators with whom your booking is placed will agree to contract with you in terms of the above policy. Where you make payment of an advance deposit of any tour fees prior to receipt of a confirmation email, we will immediately facilitate a refund to you in full in the event that your booking application is not accepted.

Explore Sideways shall have no liability to you, nor to any person on whose behalf you act or on whose behalf you made a booking, for any claims arising out of or in relation to use or unavailability of the Explore Sideways website or booking and communications systems or relating to the performance or non-performance of an Operator's services to you or any Guest or in relation to any harm, losses or damages sustained at any Venue or as a result of any acts or omissions of an Operator, including but not limited to any claims for missed flights or other events or for any damages or losses caused by any means whatsoever.



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Where you make a booking on behalf of another person, you indemnify Explore Sideways against any such claims that may be made against Explore Sideways by that person.

SIDEWAYS SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TOURS AND ACTIVITIES WITH THIRD PARTY OPERATORS, BUT YOU AGREE THAT SIDEWAYS HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY SERVICES, TOURS, TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY OPERATORS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

Should you have a dispute with any Operator that is not resolved to your satisfaction in terms of the Refunds & Cancellation Policy, we may assist in the resolution of that dispute but we shall have no obligation to do so.

Without derogating in any way from any other provision in these terms and conditions, you agree that Explore Sideways' entire liability to you, or to any Guest on whose behalf you make a booking, for any harm, losses or damages sustained in any way in relation to a booking or tour or the actions or omissions of any Operator or Venue shall not exceed an amount equal to the amount that would be due to you or to any Guest on whose behalf you made the booking in terms of the Refunds and Cancellation Policy had that booking or tour been cancelled by you 48 hours prior to its scheduled start time.