SOUTH SEA HORIZONS

Terms and Conditions

By entering into this agreement with South Sea Horizons Ltd (hereafter South Sea Horizons), the Client acknowledges and accepts the following Terms and Conditions. These Terms outline payment terms, cancellation policy, pricing structures, insurance requirements, and liability limitations for travel services provided by South Sea Horizons.

1. Payment Terms

To confirm a reservation, a non-refundable deposit of **20%** per trip (or the equivalent amount in foreign currency) is required at the time of booking. The remaining balance must be paid in full no later than sixty (60) days before the scheduled start date of the tour. This includes any additional costs such as single supplements, additional accommodation, or optional activities. Failure to make the final payment by the due date may result in the booking being treated as cancelled.

2. Late Bookings and Surcharges

Bookings made less than two months prior to the departure date must be paid in full at the time of booking. Late bookings may also incur additional fees, particularly when extra arrangements—such as supplementary hotel accommodation—are required within one month of the tour commencement date. If additional participants are added to an existing booking after finalisation, a 10% surcharge will apply to cover administrative and logistical adjustments.

3. Pricing and Surcharges

All trip prices are quoted in Unites States Dollars (USD) and are based on current operational costs and exchange rates at the time of booking. South Sea Horizons reserves the right to adjust prices in response to significant fluctuations in exchange rates, fuel prices, or other operating costs. Where possible, any such changes will be communicated at least two months prior to the trip's commencement. Late bookings and payments will incur a 10% surcharge applied to the total invoiced amount.

4. Force Majuere

In the event of a force majeure—such as war, natural disasters, pandemics, strikes, terrorist attacks, or other events beyond the reasonable control of either party—both parties shall be released from liability for any delay or failure to perform obligations under this agreement. The affected party must notify the other within three (3) days of becoming aware of the event. If the force majeure situation continues for more than three (3) months, either party may terminate the agreement, provided that any actual expenses already incurred are reimbursed.

5. Cancellation Policy

The deposit is non-refundable and non-transferable. If a trip is cancelled, the following charges apply (based on when South Sea Horizons receives written notice):

- More than two months before trip start: Loss of deposit
- Between one and two months before trip start: 50% refund of total trip cost
- Less than one month before trip start: No refund

No refund will be provided for missed or unused services, including voluntary or involuntary early departure. Travel insurance is recommended to potentially recover such costs.

6. Manifest Requirement

Clients are required to complete and return the Client Information Form within the specified timeframe. This form must include:

- Full name (as per passport)
- Passport details
- Emergency contact information
- Dietary and medical requirements
- Travel insurance details
- Flight details (arrival and departure information)
- Any pre- and post-tour accommodation requirements

Failure to submit this information on time may affect service delivery and participant safety.

7. Refund Policy & Minimum Numbers

For private tours arranged directly with South Sea Horizons, the following refund conditions apply:

If a private tour is cancelled by South Sea Horizons due to operational, safety, or unforeseen circumstances, the Client may choose one of the following options:

- Transfer to an alternative tour of similar value (with any price difference adjusted accordingly)
- Receive a full refund of the amount paid.

Refunds will not include incidental or third-party costs such as visas, vaccinations, travel insurance, or non-refundable flights.

In the event of a force majeure (including but not limited to natural disasters, pandemics, or government travel restrictions), South Sea Horizons will provide a refund less any unrecoverable costs already incurred in preparation for the tour.

If the Client cancels a confirmed private tour, the standard cancellation policy outlined in the Terms and Conditions will apply.

8. Itinerary Amendments

South Sea Horizons will deliver the trip as outlined but reserves the right to modify the itinerary at its discretion due to weather, safety, or logistical reasons. Such changes will be communicated where possible.

South Sea Horizons is the sole tour operator under this agreement; no contractual relationship exists with any third party.

9. Liability Disclaimer

South Sea Horizons accepts no responsibility for delays, accidents, injuries, illness, property loss, or other unforeseen circumstances beyond its control. Participation in these trips is voluntary, and the Client acknowledges the inherent risks associated with adventure travel. The Client agrees to indemnify and release South Sea Horizons and its personnel from all liability arising from participation in these activities.

10. Travel Insurance

Travel insurance is mandatory for all participants. It must include emergency medical coverage, repatriation, and trip interruption. Insurance details must be provided prior to departure. It is strongly advised that insurance be purchased at the time of booking to cover cancellation, theft, loss, or medical emergencies.

11. Photographic Use

South Sea Horizons reserves the right to use images taken of participants for marketing and promotional purposes, including digital and print media, without compensation.

12. Advisory Information

Any advice provided by South Sea Horizons regarding visas, vaccinations, equipment, weather, or travel documentation is offered in good faith and without liability. Clients are responsible for ensuring they hold the correct and valid travel documentation.

13. Adventure Travel Risks

By confirming a booking, the Client acknowledges the inherent risks and dangers involved in adventure travel, including but not limited to hiking, remote-area travel, water or aviation activities, and limited medical access in remote locations.

14. Passport Details

South Sea Horizons requires a scanned copy or photo of each participant's passport photo page for logistical purposes such as permits, flights, or accommodation bookings.

This agreement applies exclusively to direct clients booking directly with South Sea Horizons and becomes binding upon confirmation of the trip.