

# ***DOLPHIN DYNAMICS (Deborah Caknis)***

## **TERMS AND CONDITIONS**

### **In order to confirm your booking:**

Non-refundable deposit to be paid by the stated date with the balance paid at least 45 days prior to the Retreat ("Retreat" is defined throughout this document as a 5-night experience in Ponta do Ouro, Mozambique). Once your deposit has been received, we will be able to confirm your accommodation and dolphin swims. The full amount paid remains non-refundable once paid, unless the Retreat is cancelled by *Deborah Caknis*. You will then be entitled to a full refund of all money paid.

### **Travel documentation:**

You are fully responsible to ensure that all necessary travel documentation required by you to enable you to participate in the Retreat are fully valid, up to date and correct. Without limiting the general meaning of the phrase travel documentation, this may include, depending on your individual circumstances, your South African passport, passport of any other country, visa for entry into Mozambique, visas (whether visitors, residents, working or otherwise) for entry into South Africa, entry and/or exit permits for South Africa and, in the case of children under 16, an unabridged birth certificate (this is a requirement of South African Home Affairs).

### **Accommodation:**

Guests are accommodated at O Lar Do Ouro Guest Lodge in shared accommodation, unless a single supplement is requested. Cost thereof to be paid by the guest. The cost of this is in addition to the cost of the retreat. *Deborah Caknis* cannot be held responsible for the upkeep of the lodge and/or catering and can therefore not be held responsible for any issues resulting therefrom.

### **Catering:**

Please advise, in advance, of any special meal requirements e.g. allergic to fish, if on a catered package.

### **Cancellation:**

100% cancellation fee is applicable to cancellations received. This means the full amount including the deposit and balance once full payment has been made.

### **Refunds:**

If, for any reason whatsoever, you miss launches, nights, meals, transfers, etc., you will not be entitled to any refund amount.

### **Launches cancelled due to weather:**

*Deborah Caknis* will try to accommodate guests on another day or time whilst on Retreat but this will depend on sea conditions, the weather and the crew's availability. *Deborah Caknis* is not responsible for the weather and dolphins behaviour, both of which are factors that influence your experience. *Deborah Caknis* has the right to cancel and re-schedule launches due to weather. Tours do not take place in poor sea conditions e.g. rough seas, blue bottles, etc.

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## **TERMS AND CONDITIONS (continued)**

### **Launching:**

Encounters are governed by the *DolphinCareAfrica* code of conduct which includes no touching, no diving down, no flash photography, no swimming with newborns and no chasing or feeding of dolphins. Failure to adhere to the code will result in no-water entry. Inebriated persons are not permitted to participate.

### **Media:**

All photographs and material taken and supplied by *Dolphin EnCOuntours* is copyrighted and consent needs to be obtained from *Dolphin EnCOuntours* in order to use them as promotional material. A copy of any footage shot in conjunction with *Dolphin EnCOuntours* must be forwarded on completion. No pictures of humans touching dolphins can be used in publicity associated with *Deborah Caknis*. Participants are requested to hand over images for use in the monitoring project.

### **Border transfers and car park:**

*Deborah Caknis* offers the service of pre-booking your border transfers with one of the local companies. *Deborah Caknis* cannot be held responsible for any issues arising out of bookings with third parties. An extra fee of R200 is charged for second collections that have to be made. Border times: 08h00 to 17h00 sharp. Should you be travelling to the Kosi Bay border with your own transport, please park your vehicle on the South African side car park, clear immigration and wait at the immigration office on the Mozambican side. If travelling with a suitable vehicle and bringing your vehicle into Mozambique, please ensure that you have organised all the relevant travel documents to cross the border in your own vehicle.

### **Extra encounters:**

Full payment on booking to be made to *Dolphin EnCOuntours*.

### **Gear hire:**

You are fully responsible for payment to the relevant suppliers before date of departure.

### **Disclaimer and Indemnity:**

In consideration for participating in the Retreat, you indemnify and hold harmless *Deborah Caknis* in respect of any and all loss, liability, damages, claim, charge, expense, cost or delay, including but not limited to your inability to leave South Africa or enter Mozambique or re-enter South Africa.

In addition to and in conjunction with the above indemnity concerning entry into Mozambique and leaving/re-entering South Africa, in consideration for *Deborah Caknis* arranging, facilitating, managing and providing input into the Retreat, I hereby hold *Deborah Caknis* harmless from and indemnified against any loss, liability, damages, claim, charge, expense or cost of whatsoever nature which may be incurred or sustained by me, as a result of, or arising out of or in connection with my agreeing to go on the Retreat.