

# **Regal Escapes Disclaimer**

The following disclaimer outlines important information regarding services offered by Regal Escapes. By using our services, you agree to the terms and conditions outlined below. Please read carefully.

### 1. General Information

Regal Escapes is a luxury travel agency that facilitates bookings for cruises and associated travel services. All bookings are subject to the specific terms and conditions of the relevant service providers. Clients must carefully review these terms prior to confirmation, particularly with regard to non-refundable payments, cancellation penalties, or limitations of liability, in accordance with Section 49 of the Consumer Protection Act.

# 2. Third-Party Services

Regal Escapes acts as an agent between clients and third-party service providers such as cruise lines, airlines, hotels, and transfer companies. While we exercise due care in recommending reputable providers, we do not control these services and accept no liability for acts, omissions, service failures, or changes initiated by these third parties. Clients must direct any disputes to the applicable supplier, and are encouraged to review the terms of carriage or booking prior to payment.

## 3. Pricing and Availability

All prices and offers are subject to change without prior notice. Availability for cruises, flights, accommodations, and other services is not guaranteed until confirmed by the supplier. Prices quoted in foreign currency are subject to the prevailing exchange rate at the time of payment. Regal Escapes cannot be held responsible for any variations due to currency exchange fluctuations or charges levied by financial institutions.

### 4. Cancellations and Amendments

All bookings are governed by the cancellation and amendment policies of the individual service providers. Clients may incur penalties or forfeit payments depending on those terms. Regal Escapes will assist with change requests but does not control supplier decisions. Where applicable, and in accordance with the CPA, clients may be entitled to a refund or credit if a cancellation is made within the required notice period, except where explicitly stated otherwise by the supplier.

### 5. Travel Insurance

We strongly recommend that all clients obtain comprehensive travel insurance that covers cancellations, medical expenses, lost luggage, and other unforeseen circumstances. Regal Escapes does not provide insurance but can assist in sourcing appropriate coverage through our partners. Clients who choose not to take insurance do so at their own risk and indemnify Regal Escapes from any related financial or personal loss.

#### 6. Travel Documentation

Clients are responsible for ensuring they have all necessary travel documentation, including valid passports, visas, health certifications, and any other required documents. This includes any travel bans, vaccination mandates, testing requirements, or digital health passes. Regal Escapes is not liable for any travel disruptions caused by incomplete or invalid travel documentation or policy non-compliance.

# 7. Liability

Regal Escapes is not liable for personal injury, property damage, delay, or inconvenience arising from services rendered by third-party suppliers. Our liability is limited to the maximum extent permitted by South African law. Nothing in this disclaimer limits liability for gross negligence, fraud, or any conduct that contravenes the Consumer Protection Act.

# 8. Force Majeure

Regal Escapes shall not be liable for failure to perform any obligations where such failure is due to causes beyond its control, including but not limited to natural disasters, strikes, pandemics, or governmental restrictions. In such events, obligations may be suspended or modified without entitling clients to a refund, unless otherwise stated by the supplier.

# 9. Changes to the Disclaimer

This disclaimer is effective as of 03 June 2025. Continued use of our services after changes have been posted will constitute acceptance of those changes.

### 10. Protection of Personal Information

Regal Escapes complies with the Protection of Personal Information Act (POPIA). Personal data provided to us will only be used for the purpose of facilitating travel arrangements and will not be shared with unauthorised third parties. By submitting personal information, you consent to its processing in accordance with our privacy policy. Clients may request access to, correction of, or deletion of their information at any time.