

# Terms and Conditions

## Standard Terms and Conditions

### Application

All services rendered by or on behalf of The Travel Agency to the Client/s are subject to the terms and conditions ('the Conditions') set out below.

The following Terms and Conditions should be read and understood prior to confirming your travel. Do not confirm any booking unless you understand and agree with the following terms and conditions.

### Covid-19 Disclaimer

By proceeding to book You agree and accept the Terms and Conditions of the travel agencies website and its travel Partners. You further acknowledge that the travel agency operates as a reseller of flights and all content that appears on our website or is quoted to you is sourced from a GDS (Global Distribution Service) or from the Airline Directly via an Application Programming Interface (API). Whilst every effort is made to ensure that systems are updated to take into account any travel restrictions that may exist at the time of booking, it may be possible that there is a delay in the GDS or Airline system updating to accommodate all travel restrictions that may be imposed. By booking the selected flight with us, you confirm that you have checked that there are no travel restrictions, in both your country of departure, transit and arrival, that may affect your booking and that you have satisfied yourself on behalf of all travellers in the booking that you can proceed with the booking. Please also check the entry requirements of your destination country as a quarantine period or testing might be a requirement when flying in from South Africa.

The Travel Agency cannot be held liable for any operational changes, cancellations or consequential damages incurred by you, or any passenger in the booking, in the event that flights are not able to operate as planned, including any disruptions, cancellations or changes to planned schedules. Please note that in the event that a flight is disrupted or cancelled due to travel restrictions being imposed that each airline will have their own policy in this regard, which will apply to your booking.

### Nature of the services rendered by The Travel Agency

The Travel Agency renders the service of full travel agency services offline, with its primary focus on the travel and accommodation industries ('the Services') pursuant to which the general public shall

- i. have access to the travel agencies staff,
- ii. be entitled to set certain travel, accommodation and/or other service criteria,
- iii. request quotations and
- iv. be entitled to confirm bookings and make reservations relating to travel, accommodation and/or other service requirements.

For the avoidance of doubt, the services include any advisory or consultancy services when you choose to speak to the travel agents Agent.

## The Client and Authority

Any person(s) wishing to utilize the services, indicates their acceptance of these Terms and Conditions by proceeding with the booking. Upon doing so, such person is **DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED** these Terms and Conditions and to have the authority to do so on behalf of the person/Company in whose name the ultimate reservation or booking is made (collectively referred to as 'the Client(s)').

Please be advised that unless requested otherwise upon making the reservation, The Travel Agency is authorized to engage with any Passenger listed in a booking, in as long as that Passenger is able to provide the reference number for the booking. The Travel Agency accepts no responsibility for any changes made by any of the listed Passengers in a booking.

## Third Party Service Providers

The Travel Agency provides Clients with the services either itself or acting on behalf of Principals engaged in or associated with the travel and/or accommodation industries, such as airlines, hotels and/or other service providers or suppliers (collectively referred to as 'the Principal'). The Travel Agency represents the Principal as agents only **AND ACCORDINGLY ACCEPTS NO LIABILITY** for any loss, damage (including loss of profits or consequential or special damages), injury, illness, harm or death (except if such loss or damage arises from the gross negligence or wilful misconduct of The travel agency or any person acting for or controlled by the travel agency), which any Client may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise. **When you make a booking with us, you acknowledge and agree that we act only as an agent for the third-party service provider, which is solely responsible to provide you with the travel or service which you have booked.** The contract in use by the Principal (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the Principal and the Client and any **RIGHT OF RECOURSE** the Client may have, will be solely against the Principal. The Travel Agency shall, as soon as possible after the confirmation of the Client's booking, provide to the Client the identity of the Principal.

Please be advised that when booking a travel package with the travel agency it is the Passenger's responsibility to ensure that they have familiarized themselves with all terms and conditions that are applicable to their booking, which may include air, rail, bus, transport services suppliers, hotel and tour operators, etc. The Travel Agency has a trade relationship with a number of preferred third-party travel providers and the provider's terms and conditions are available to the Passenger. Please note that this list is not exhaustive and should the specific terms and conditions of the Service Provider not be listed, please ensure that you make an effort to locate them and peruse them before making your booking.

In the instance where a unique travel package has been requested and built specifically for a Passenger, The Travel Agency does not warrant or guarantee the service or the refundability of the booking. It is the Passenger's responsibility to confirm that he/she has satisfied him/herself as to the terms and conditions of all suppliers related to that specific booking.

From time to time The Travel Agency may, together with a partner, offer exclusive promotional deals, which will only be available to a select group of people based on qualifying criteria. In this instance specific terms and conditions may apply, which will be made known to you.

Please be aware that Third Party Service Providers (Airlines) may charge extra for certain items such as: seating, special meal requests or printing boarding passes. This is subject to change without notice to you. By agreeing to these terms and conditions upon making your booking you agree to accept this condition.

It is the Client's responsibility to familiarize themselves with such terms and conditions ('the Principal's Conditions').

The specific airlines, or third parties' terms and conditions may apply. Including, but not limited to -

Beachcomber

<https://www.beachcomber.co.za/terms>

Thompsons

<https://www.thompsons.co.za/terms-and-conditions>

Holiday Factory

<https://www.holidayfactory.co.za/siteimgs/Downloadable%20Forms/2014%20Forms/STANDARD%20TERMS%20AND%20CONDITIONS.pdf>

World Leisure

<https://wlh.co.za/terms-conditions/>

Club Med

[https://ns.clubmed.com/nmea/2017/B2C/2/Dexter/CMS/Club\\_Med\\_Terms\\_Conditions.pdf?\\_ga=2.217097046.1765324399.1601390520-493706709.1601390520&\\_gac=1.192813272.1601390561.Cj0KCCQjwtsv7BRCmARIsANu-CQdo3N-EdV\\_R-4SyVWePNg\\_VoatSflrpMjVa0z1ODJuSAmVPH72zy04aAnFXEALw\\_wcB](https://ns.clubmed.com/nmea/2017/B2C/2/Dexter/CMS/Club_Med_Terms_Conditions.pdf?_ga=2.217097046.1765324399.1601390520-493706709.1601390520&_gac=1.192813272.1601390561.Cj0KCCQjwtsv7BRCmARIsANu-CQdo3N-EdV_R-4SyVWePNg_VoatSflrpMjVa0z1ODJuSAmVPH72zy04aAnFXEALw_wcB)

## Booking Enquiries and Reservations

Once the Client has (i) completed all applicable fields to initiate an enquiry regarding a particular destination, trip, tour, mode of travel, preferred accommodation and/or other service on The Travel agencies website , or (ii) initiated such an enquiry with the travel agency by any other means of communication including by means of access to the Sites via booking kiosks, if applicable, interactions with affiliates (collectively referred to as 'the Enquiry'), the Agent will prepare and provide the Client with the projected total cost of the Enquiry (online, by email, by SMS or telephonically) ('the Quote'). **THE QUOTE IS ACCEPTED** by the Client when the Client proceeds with the steps as specified on the Sites or accepts the Quote telephonically or via email. Full payment of the total value of the Quote ('the Payment') is required in order to confirm reservations with the relevant Principal/s ('the Booking'). Once the Booking affected by the travel agency has been completed and the Client has authorized the travel agency to process the payment by submitting the Booking for reservation, the Client will be supplied with an email that will contain the final details of the Booking ('the Booking Confirmation Form'). **IN THE CASE OF AIR TICKETS, FULL PAYMENT FOR THE BOOKING NEEDS TO BE MADE AND REFLECT IN THE BANK ACCOUNT OF THE TRAVEL AGENCY BY MIDNIGHT** South African time on the day that the Booking was made in order to guarantee the fare quoted according to the Booking Confirmation Form or according to such period per the quotation, whichever is the earlier. Note that all tickets carry different fare conditions as imposed by the relevant airline. The ticket you are purchasing may only be partially or non-refundable. To verify this before booking please contact our offices.

## Destination Selection

The Client **ACKNOWLEDGES** that they have selected the itinerary and destination(s) constituting the booking. He/she **ALSO ACKNOWLEDGES** that the Booking has been compiled and is managed and updated by the Principal, and that the Travel agency has no control over information compiled by the Principal. Accordingly, **THE TAVEL AGENCY CANNOT AND DOES NOT GUARANTEE** that the itinerary and/or any destinations will comply in whole or in part with those advertised by or on behalf of the Principal. Any right of recourse in that regard will be against the Principal. In addition to the above the Travel Agency cannot be held liable for incorrect availability being displayed by the Principal and we cannot be held liable if the seats selected are not available.

## Payment and Payment Terms

The Payment is due immediately by Visa, Master, American Express Card, Electronic Funds Transfer, Cash Deposit at a bank, whichever is applicable, and must reflect in the bank account of the travel agency by midnight South African time on the day that the Booking was made. If the Payment is not received as stated above, the travel agency or Principal involved **RESERVES THE FULL RIGHT TO CANCEL THE BOOKING**, in which event any Payment (less any cancellation and administration fees) shall be refunded to the Client within 48 hours of the cancellation being processed. In the event that the Payment was made after the aforementioned deadline, and should the travel agency inform the Client by means of a revised Quote that the Booking remains available at a higher price, the Client may choose to proceed with the Booking at such higher price, in which event the **CLIENT WILL BE LIABLE** for any difference between the original Quote and such higher price, and the revised Payment must reflect in the bank account of the travel agency before the deadline stipulated in the revised Quote in order to secure the Booking.

The travel agency is a South African company, and all transactions are processed in South African Rand. The applicable conversion charges ('Additional Charges') may therefore be levied by your merchant bank if payment is made from another country and/or in another currency other than South African Rand. The Additional Charges are driven by the global treasury of the applicable credit card and are impacted by the change in daily exchange rates. The travel agency shall therefore **NOT BE HELD LIABLE** for any Additional Charges levied by the applicable merchant, or bank pursuant to the confirmation of a Booking. The travel agency, or The Travel agency for Business does not offer credit, unless otherwise agreed.

## Quotes

Quotes are provided at the ruling daily exchange rate. Until The travel agency has received Payment, we **RESERVE THE RIGHT** to amend any Quote. Should the Quote be increased as a result of an exchange rate fluctuation, the **CLIENT UNDERTAKES TO PAY FOR ANY INCREASE ON DEMAND**. Any decrease in the QUOTE prior to the date of Payment will be reflected in the Quote itself. The onus will be on the Client to check that there have been no changes in the Quote prior to making the Payment. Airfares are subject to the price and conditions quoted by the airlines. However, once Payment has been received, the Quote is guaranteed, **PROVIDED THAT** the payment was made by midnight on the day that the Booking was made. Should the Client make a group booking and the group number deviate from the number required for the Booking, the **PRINCIPAL MAY RESERVE THE RIGHT** to re-cost the Quote and raise a surcharge. Should any Client refuse to accept and pay such surcharge, it may result in the Principal **CANCELLING THE BOOKING AND RETAINING** any payment made, and The Travel agency will be entitled to retain any service fees charged. The travel agency accepts no liability for bookings that have been cancelled because no payment has been forthcoming.

## Service Fee

These fees cover the costs incurred by the travel agency in booking and servicing your travel reservation. We also reserve the right to charge an additional service fee for any additional services rendered, such as cancellation requests or changes to your booking.

Please be advised that service fees and products are non-refundable in case of a cancellation. Service fees vary depending on the number of Passengers in a booking, the service provider or the destination and the service being provided. These will appear on your quotation.

## Amendment Fees

An amendment fee per Booking may be levied for any changes to the confirmed itinerary and or ticket. The Travel Agent's amendment fee is charged in addition to any amendment fees which may be charged by the relevant Principal.

## The Travel Agency-Indemnity

The proposed travel arrangements are made on the **EXPRESS CONDITION** that The travel agency, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage (including loss of profits or consequential or special damages), accident, injury, illness, harm, trauma, death, delay or inconvenience (collectively, 'Losses') to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client), their luggage, or other property, wherever, whenever and however the same may occur (except if such Losses arise directly or indirectly from the gross negligence or wilful misconduct of the travel agency or any person acting for or controlled by the travel agency, in which case such claim shall be lodged in writing with the travel agency within 30 (thirty) days after the occurrence of the alleged Loss, and such liability shall be limited to R10 000 per Client per Booking). The **CLIENT INDEMNIFIES AND HOLDS HARMLESS** the travel agency or any person acting for or controlled by the travel agency accordingly.

## Insurance

It is **STRONGLY ADVISED** that all Clients take out adequate insurance cover in order to cover instances such as cancellation due to illness or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. (Note that this is not an exhaustive list). The travel agency will **NOT BE RESPONSIBLE OR LIABLE** if the Client fails to take adequate insurance cover. It shall not be obligatory upon the travel agency to effect insurance for the Client (since this service does not fall within the scope of the Services) except upon detailed instructions given in writing by the Client. All insurance effected by the travel agency pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk. The travel agency shall **NOT BE OBLIGED** to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Please note that various credit card companies offer limited levels of travel insurance, which in the travel agencies view may not be sufficient cover for international travel. The **CLIENT IS ADVISED** to check with their respective credit card companies in order to obtain the specific details of the cover offered and determine whether this is sufficient for the Client's requirements.

## Travel Documents

Documents (for example booking confirmations, itineraries etc.) shall only be prepared and released to the Client on receipt of the Payment. The new regulations require that all parents arriving, transiting and departing from SA are to produce an unabridged birth certificate for their children under the age of 18 years. Families not in possession of these documents will be refused to travel. In the case where only one parent is travelling with the children, consent in the form of an affidavit from the other parent registered is required. Alternatively, either a court order granting full parental responsibilities and rights, or a death certificate of the other parent must be produced.

## Name Change Requests

Upon confirming your booking, we advise you to **CHECK THE SPELLING OF YOUR AND ALL PASSENGER'S NAMES** and ensure that it is as per the passport/identity document. Should the spelling of any traveller's name not match the passport/identity document the airline may not allow you to board the plane, or should you require a name change, and should it be permissible, airline penalties may apply. Please note that some airlines do not allow name changes for any reason whatsoever and may require you to buy a completely new ticket. The travel agency accepts no liability in this regard.

## Passports, Visas and Health

It is **ENTIRELY THE CLIENT'S RESPONSIBILITY** to ensure that all passports and visas are current, valid, obtained on time, have sufficient blank pages, will be valid for six months after return to their home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. The Client is **STRONGLY ADVISED** to check the relevant requirements for their destination and any transit countries before travelling.

Before booking any flight, it is important to check if a transit visa will be required. As this differs between countries and what passport you are holding it is always best to check with the embassy of the transiting country. For example, if you are the holder of a South African passport and are travelling on British Airways to Madrid via London you may require a transit visa.

The travel agency will endeavour to assist the Client if requested, but such assistance will be at the travel agencies discretion (since this service does not fall within the scope of the Services) and the Client acknowledges that in doing so, The travel agency IS **NOT ASSUMING ANY OBLIGATION OR LIABILITY AND THE CLIENT INDEMNIFIES The travel agency** against any consequences of the Client's failure to comply with any such requirements. It is the **CLIENT'S DUTY** to familiarize him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements.

## Warning: Malaria and other tropical Diseases

Certain parts covered by the Client's itinerary may be areas where there is a **HIGH-RISK** of malaria and other tropical diseases such as yellow fever. It is **ENTIRELY THE CLIENT'S RESPONSIBILITY** to check if any parts of their itinerary fall in high-risk areas and the Client is **STRONGLY ADVISED** to take the necessary precautions in this regard and hence, we recommend that the Client checks with their medical practitioner and/or travel clinic well before departure.

## Cancellation

In the event of the Client cancelling the Booking, the travel agency shall have the **RIGHT TO EITHER CLAIM** the amount of or retain an amount of the Payment and claim reasonable damages suffered by the travel agency, provided that the travel agency shall not impose any cancellation fee or claim any damages in respect of a Booking or reservation if the Client is unable to honour the Booking or reservation due to the death or hospitalization of the Client. The Principals may reserve the **RIGHT TO CANCEL** any services prior to departure, in which event the Payment (less the travel agencies service fee) will be refunded by the Principal to the Client without any further obligation on the part of the travel agency. The travel agency will **CHARGE A FEE** for processing the request for refund. Clients should refer to the "Refunds" section of these Conditions, as well as the cancellation provisions contained in the Principal's Conditions or the Sites. Principals may charge cancellation fees over and above the cancellation fees charged by the travel agency

in terms of this Condition. Please note that should you have booked a ticket with more than one flight (eg: CPT - JNB - MR?) you may only use your tickets in the sequence they were booked. If you do not check in for your first flight the Airline reserves the right to cancel all of the remaining flights on that ticket and your ticket will become invalid. You will not get any money refunded for parts of the tickets not used.

## Unscheduled Change/Disruption

In the unlikely event of there being an unscheduled extension to the final itinerary caused by flight rescheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the travel agency, its agents or the Principal, any **EXPENSES RELATING TO SUCH UNSCHEDULED EXTENSIONS (HOTEL ACCOMMODATION ETC.) WILL BE FOR THE CLIENT'S ACCOUNT.** The Client should confirm whether any of these expenses may be covered by travel insurance, should this be applicable. It is the Client's responsibility to confirm the specific provisions of the travel insurance. In most instances the Principal/s will make the change/s/disruption/s known to the travel agency and in this instance, time permitting, the travel agency will make every effort to pass this information onto you using the contact details provided at the time of making the booking. **Please note that it is the Principal's duty to inform the person who made the booking of any changes to the booking, however there are times when this information is not timeously relayed, so it is important to ensure that when travelling you have access to the email address used at the time of making the booking. It is also recommended that both 72 hours and 24 hours before flying you confirm your itinerary both when departing from your country of origin and when making your return journey.** Once checked in you will be notified in the unlikely event of changes to your flight. The travel agency cannot be held liable for failing to advise you of any changes, even when these changes had been communicated by the Principal/s to us as there may be delays in relaying this information to you, due to operating hours or technical delays.

## Itinerary Variations and Transfers

While every effort is made to keep to the final itinerary, the Principals reserve the right to make changes intended for the Client's convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary. Any such variations in the final itinerary do not constitute any reason for a refund and the travel agency shall **NOT BE HELD LIABLE** for any such variations. **IT IS THE CLIENT'S RESPONSIBILITY** to check each amendment to the itinerary. Please note that no Passenger who has not utilized an outgoing flight on a return ticket will be allowed to make use of the return trip, except where, should it be permissible, prior arrangement has been made with the airline.

## Promotional Products

Promotional products and packages offered on promotion and under discounted rates are valid for a limited period. Any deposits or payments made in full for confirmed bookings during this period are non-refundable, non-exchangeable or non-changeable (subject to the Consumer Protection Act), unless otherwise specified at the time of booking. Deposits only apply to offline bookings, as agreed between the Client and the travel agency.

## Car Rental

The person listed as the driver of the vehicle must present a South African driver's license or an international driver's license when renting a car overseas. When collecting a car rental, the driver must also have a valid credit card to present at the time of collection. The credit card **must be** in the name of the driver of the vehicle. If a credit card was used to pay for the booking, in most cases it should be the same card. Please be aware that specific terms and conditions of selected car rental companies will apply to your booking. Please refer to terms and conditions below. Please note that this list is not exhaustive and should the specific terms and conditions of the Service Provider not be listed please ensure that you make an effort to locate them and peruse them before making your booking.

### CHB TERMS AND CONDITIONS

<https://www.chb.co.za/1816-9543-EN/chb.aspx>

## Law and Jurisdiction

These Conditions shall be governed by the law of South Africa and the jurisdiction of South African courts will govern the relationship between the Client and the travel agency. The travel agency **SHALL BE ENTITLED** to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

## Special Requests

Clients who have special requests must specify such requests in writing to the travel agency at least 48 hours prior to their outbound flight. Whilst the travel agency will use its best endeavours to accommodate any such requests, it does **NOT GUARANTEE** that it will always be able to do so.

## Amendments of these Conditions

The travel agency reserves the right to make changes to these terms and conditions without further notice to the Client. In this instance the terms and conditions applicable at the time of making the booking will remain relevant to the respective booking.



## Refunds

Refunds by the Principals will be subject to their respective terms and conditions. The travel agency will charge a fee for processing a request for refund. Principals may charge refund fees above those stated here. Some air tickets are completely non-refundable according to airline fare rules. Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, airline default or government travel warnings will not entitle you to any refund in the case of non-refundable tickets nor of waiving the cancellation penalties in the case that the tickets can be refunded. If tickets can be refunded, cancellation penalties are imposed by the airline. Trip cancellation and interruption insurance are therefore highly recommended. For the best coverage, **travel insurance should be purchased at the same time as the airline tickets.**

Once we have established the possible refund you are entitled to, we will request it with the airline or hotel on your behalf. For flight bookings the refund will be made by the airline directly to the account the booking was originally paid with. This can take as long as 6 (six) months to a year or longer to obtain from the airline. Standard processing time for refunds is **6 to 8 weeks** depending on the airline. For hotel bookings, the supplier will refund the travel agency and we will refund the credit card you used when making your reservation. This usually takes approximately **4 weeks**.

## Foreign Exchange Regulation Compliance

Foreign Exchange Regulation Compliance is **EXCLUSIVELY THE CLIENT'S RESPONSIBILITY**. This will apply especially when the Client instructs the travel agency to make and pay for travel arrangements on the internet.

## E-ticketing: Documents required for travelling

It is the **CLIENT'S EXCLUSIVE RESPONSIBILITY** to ensure that he/she is in possession of all relevant travel documents prior to commencing with his/her travels. For example, the Client must be ready to show their passport or identity document and e-ticket at the check-in counter of the airline concerned, or, to the extent applicable, their passport or identity document at the check-in counter for their accommodation. Certain airlines require the physical credit card, used to make payment, to be presented at check-on or a copy of the credit card and the card-holders ID, in addition to the above-mentioned documents. The requirement to have a valid passport or identity document and/or an unabridged birth certificate will apply to all members of a travelling party and for each minor travelling (including infants).

## Internet Bookings

If the Client requests or instructs the travel agency to effect bookings via the internet, the Client **IRREVOCABLY AUTHORIZES** the travel agency to do the following on their behalf (1) make any selections of and for the proposed travel arrangements (2) inform the Client of the prices attached to the proposed travel arrangements **PRIOR TO CONFIRMING** the booking and (3) make payment for such booking and ancillary services.

## Limitation of Liability

The travel agency, ITS OFFICERS, DIRECTORS, SERVANTS OR AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY CLAIM, LOSS, DAMAGE OR INJURY SUFFERED BY ANY PERSON WHETHER TO THEIR PERSON OR PROPERTY, HOWSOEVER CAUSED WHETHER OR NOT ARISING FROM ANY ACT, OMISSION, DEFAULT, OR NEGLIGENCE ON THE PART OF The travel agency, UNLESS SUCH CLAIM IS DUE TO THE GROSS NEGLIGENCE OR WILFUL CONDUCT OF the travel agency AND SUCH CLAIM IS LODGED IN WRITING WITH the travel agency WITHIN 30 (THIRTY) DAYS AFTER THE DATE ON WHICH THE BOOKING IS MADE. SUCH LIABILITY WILL BE SUBJECT TO A LIMITATION OF R10 000 PER CLIENT PER BOOKING AND UNDER NO CIRCUMSTANCES WILL the travel agency BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

## Legal Fees

In the event that the travel agency has to engage a lawyer to enforce any of its rights in terms of these Conditions or otherwise, and in the event that the travel agency is successful in the enforcement of such rights, the **CLIENT WILL BE LIABLE** for all legal fees at an attorney and own client scale.

## Confidentiality

Subject to statutory constraints or compliance with an order of court, the travel agency undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

## Confirmation of Travel Arrangements

It is advisable that all onward travel arrangements (local, international and on return to RSA, domestic connecting flights) be **RECONFIRMED BY THE CLIENT** 72 (seventy-two) hours prior to departure with the airline.

## Social Media

You agree that your use of our social media pages which include but are not limited to Facebook pages, Instagram, Twitter, will not be defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasive of anyone's privacy, or otherwise contain objectionable comments and/or content. We do not tolerate any form of discrimination on grounds of race, sex, religion, nationality, disability, religion or belief, sexual orientation, being a transsexual person, or age.

We reserve the right to remove any comment, thread or content without prior warning to you. We also reserve the right to bring legal proceedings against any individual for a breach of these rules or law generally or take such other action as we reasonably deem appropriate.

## Feedback

If you are dissatisfied with our service or your travel booking, you must submit your complaint to us through our dedicated customer experience team, within 96 (ninety-six) hours of returning from your travel, in order for us to investigate the complaint efficiently and to ensure that we are provided with a fair opportunity to rectify the situation and mitigate any losses or damage. Any and all third-party claims must be made directly with the Third-Party Service Provider of the travel product supplied. Stolen or lost luggage must be reported to the airline prior to leaving the airport.

We value your feedback. If you have a compliment, complaint or wish to share your experience with us, please contact customer care via the travel agencies website.

# General Terms and Conditions for Online Bookings

## Intellectual Property

The Sites are owned by the travel agency and the domain names are registered in the name of the travel agency. All intellectual property rights in and to the aforementioned vests in the travel agency. None of the content or data found on the Sites may be reproduced, sold, transferred, or modified without the express written permission of the travel agency.

## Copyright and Trademark Notices

All contents of the Sites are registered to: ©2006 The travel agency, South Africa. All rights in and to any copyright or registered or unregistered trademarks of the travel agency remain strictly reserved. Other product and/or company names mentioned in the Conditions and/or the Online Conditions may be the trademarks of their respective owners.

## Changes and Modifications of these Terms and Conditions

The travel agency may make future changes, deletions or modifications to the Conditions, information, graphics, products, features, functionality, services, and links at any time without notice and the Client's subsequent viewing or use of the Sites and/or the conclusion of a transaction with the travel agency will **CONSTITUTE THE CLIENT'S AGREEMENT** to such changes, deletions and modifications. The **CLIENT AGREES TO ACCEPT AND BE BOUND BY** the Conditions and notices which are in effect at the time of the Client's use of the Sites and facilities.

## Access and Use

The Sites are offered to the Client **ON CONDITION THAT THE CLIENT ACCEPTS**, without modification, the Online Terms. By clicking "continue" on the Passenger information page, prior to any conclusion of any transaction on the Sites, the Client agrees to all the Online Conditions and notices.

Access to and use of the Sites are **ENTIRELY AT THE CLIENT'S RISK**. The travel agency may discontinue or suspend the Sites at any time without notice, and it may block, terminate or suspend any Client's access at any time for any reason in its sole discretion, even if access continues to be allowed to others [provided that such right to block, terminate or suspend any Client's access is not exercised unfairly on the basis of one or more grounds of unfair discrimination as contemplated in section 9 of the Constitution of the Republic of South Africa, 1996 or Chapter 2 of the Promotion of Equality and Prevention of Unfair Discrimination Act].

## Personal and non-commercial Use Limitation

The Sites are for the Client's personal and non-commercial use. The content and information on the Sites (including, without limitation, price and availability of travel, accommodation and/or other services), as well as the infrastructure used to provide such content and information, is proprietary to the travel agency or the Principals. Accordingly, the **CLIENT UNCONDITIONALLY AGREES** not to use the Sites or its contents or information for any purpose (direct or indirect) other than conducting Enquiries and making Bookings for personal, non-commercial use, such as (for example) for reselling purposes. Whilst the Client may make limited copies of its travel itinerary and related documents for travel, accommodation and/or other services purchased through the Sites, the CLIENT AGREES not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from the Sites. In addition, whether or not the Client has a commercial purpose, the **CLIENT AGREES NOT TO:**

- i. access, monitor or copy any content or information of the Sites using any means such as robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of the travel agency.
- ii. violate the restrictions in any robot exclusion headers on the Sites or bypass or circumvent other measures employed to prevent or limit access to the Sites.
- iii. take any action that imposes, or may impose, in the discretion of the travel agency, an unreasonable or disproportionately large load on the Travel Agent's infrastructure; or
- iv. deep link to any portion of the Sites (including, without limitation, the purchase path for any travel services) for any purpose without express written permission of the travel agency.

## Liability Disclaimer

The information, software, products, and services published on the Sites may include inaccuracies or typographical errors. In particular, the travel agency **DOES NOT GUARANTEE THE ACCURACY** of the hotel, air, and other travel products displayed on the Sites (including, without limitation, photographs, lists of hotel amenities, general product descriptions, etc.), much of which information is provided by the respective Principals. The travel agency **DISCLAIMS LIABILITY** for inaccuracies relating to the aforementioned information and descriptions. Hotel ratings displayed on the Sites are intended as only general guidelines, and the travel agency **DOES NOT GUARANTEE THE ACCURACY** of the ratings. Changes are periodically added to the information herein.

The travel agency may make improvements and/or changes on the Sites at any time, in accordance with the provisions of the clause named 'Changes & Modifications of the Online Conditions'. The travel agency makes **NO REPRESENTATIONS** about the suitability of the information, software, products, and services (together, 'the Relevant Information') contained on the Sites for any purpose, and the inclusion or offering for sale of any products or services on the Sites **DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION** of such products or services by the travel agency. For the avoidance of doubt, the services rendered by the travel agency do not include advisory or consultancy services. All Relevant Information is **PROVIDED 'AS IS' WITHOUT WARRANTY** of any kind.

The Travel Agent hereby **DISCLAIMS ALL WARRANTIES AND CONDITIONS** with regard to the Relevant Information, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. The Principals are independent contractors and not agents or employees of Club Travel or its affiliates. Affiliates include websites which click-through to the Website.

The travel agency is **NOT LIABLE** for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Principals or for any personal injuries, death, property damage, or other damages or expenses resulting thereof. The travel agency and its affiliates **HAVE NO LIABILITY AND WILL MAKE NO REFUND** in the event of any delay, cancellation, [overbooking], strike, force majeure or other causes beyond their direct control, and it has **NO RESPONSIBILITY** for any additional expense, omissions, delays, re-routing or acts of any government or authority, it being recorded that the Client's recourse in this regard (if any) will be governed by the terms of its contract with the relevant Principals.

In no event shall the travel agency and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of the Sites or with the delay or inability to use the Sites, or for any information, software, products, and services obtained through the Sites, or otherwise arising out of the use of the Sites, whether based on contract, tort, strict liability, or otherwise, even if the travel agency and/or its respective suppliers have been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

## Travel Destinations

By offering travel for sale to particular international destinations on the Sites, the travel agency does **NOT REPRESENT OR WARRANT** that travel to such points is advisable or without risk, and is **NOT LIABLE** for damages or losses that may result from travel to such destinations. It is the Passenger's responsibility to check that there are no travel bans and/or advisories in place that may impact on the booking/s. The travel agency cannot be held responsible for any booking/s made by any Passenger that contravenes any travel advisory and/or ban that may be in place at the time of making the booking/s.

## Indemnification

The Client **AGREES TO DEFEND AND INDEMNIFY** the travel agency and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including, but not limited to, reasonable legal and accounting fees, brought by:

- i. the Client or on the Client's behalf [in excess of the liability described above]; or
- ii. by third parties as a result of
  - a. the Client's breach of the Online Conditions and notices or any other documents referenced herein.
  - b. the Client's violation of any law or the rights of a third party; or
  - c. the Client's use of the Sites.

## No unlawful or prohibited Use

The Client **WARRANTS UNCONDITIONALLY** that the Client will not use the Sites for any purpose that is unlawful or prohibited by the Online Conditions and notices or any other prohibitions unlawful in terms of South African law.

## Links to other Websites

There are links on the Sites which allow a Client to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by the travel agency and it makes **NO REPRESENTATIONS AND GIVES NO WARRANTIES** concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites. The travel agency inclusion of hyperlinks to such websites does **NOT IMPLY ANY ENDORSEMENT** of the material on such websites or any association with its operators. The travel agency has not tested and **MAKES NO REPRESENTATIONS** regarding the correctness, performance or quality of any software found at any such sites. The **CLIENT SHOULD RESEARCH AND ASSESS THE RISKS** which may be involved in accessing and using any software on the internet before using it. The **CLIENT INDEMNIFIES** the travel agency against any claims for loss or damage arising from the Client's use of or of information gained from or from accessing any such linked sites.

## Applicable Law

Please note that the use of this Website is subject to the STC and specifically subject to South African law and the jurisdiction of South African courts.

## General

Use of the Sites are unauthorized in any jurisdiction that does not give effect to all provisions of the Online Conditions, including, without limitation, this paragraph.

**THE CLIENT AGREES** that no joint venture, partnership, employment, or agency relationship exists between the Client and the travel agency as a result of this agreement or use of the Sites.

The travel agencies performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the travel agency right to comply with law enforcement requests or requirements relating to the Client's use of the Sites or information provided to or gathered by the Travel agency with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

This agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between the Client and the travel agency with respect to the Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and the travel agency with respect to the Sites.

Any rights not expressly granted to the travel agency herein remain reserved.

## Communication from Sites

By making a booking on any the travel agencies platform, the client agrees to receive transactional and promotional communications from the site. The client may opt out of promotional communications at any time, however transactional communication with regards to any bookings will continue to be sent.

## Entire Contract

All the terms and conditions displayed on the Sites constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and the **CLIENT ACKNOWLEDGES** that he/she has not relied on any matter or thing stated on behalf of the travel agency or otherwise that is not included herein. NOTE: