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## **STANDARD TERMS AND CONDITIONS OF CONTRACT Travelways (Pty) Ltd, t/a Sure Travelways and Penthouse Travel Sporting Tours**

This may seem a little intimidating at first, but you will find it is really important. It is fairly comprehensive and outlines what you should reasonably expect from Travelways (Pty) Ltd when it comes to transacting. You must take the time to read this document as you will be signing that you have read it in order for us to complete a transaction with you. Should you have any questions please contact us.

### **DEFINITIONS**

- **Travelways (Pty) Ltd, t/a Sure Travelways and Penthouse Travel Sporting Tours** = the Travel Agent
- **Terms & Conditions** = the Conditions
- **Service Providers** = (Third Party Service Providers and Principals i.e., airlines, insurance companies, tour operators, vehicle rental, accommodation establishments, local travel agent/guide/operator, events, transport operators, cruise companies etc.) who the Travel Agent request on your behalf to render services or provide products to you (refer section 3 below: 'Service Providers').

### **CONSUMER PROTECTION ACT ('CPA') NOTICE**

Please read the following carefully & proceed accordingly:

#### **IF YOURS IS ONLY AN ENQUIRY AND NOT A BOOKING:**

1. Please (1) SKIP these next two 'bullets' (2), peruse our website at your leisure & submit your enquiry to us.
2. However, if in the process of perusing our website or any of the hyperlinked websites and you come across anything that is not clear, please contact us to clarify what you are not sure about.
3. If you are still in a quandary, then please go to our 'CONTACT US' link & submit your question to us – this is in order to clarify any misapprehension you may have as required by section 41 of the CPA

#### **IF YOURS IS A BOOKING:**

- The CPA in section 49 requires us to bring your attention to certain aspects – we've done that by highlighting in bold font certain clauses.
- The CPA in section 41 also requires us to clarify any 'apparent misapprehension' you may have – if you have such a 'misapprehension' DO NOT accept the T&C & go back to 'ONLY AN ENQUIRY' above & follow those steps.
- If anything is STILL not clear or you STILL have a 'misapprehension' kindly email, phone or visit us AGAIN BEFORE completing and signing.
- If you are finally satisfied that all your queries have been addressed to your satisfaction, then (1) Read the T&C, (2) sign acceptance of T&C (last page of this document) & (3) instruct us to proceed with a reservation as acceptance of T&C.

### **1. APPLICATION**

All enquiries, advice, quotations or estimates made or provided by or bookings made with and/or all services rendered by or on behalf of the Travel Agent are subject to these terms and conditions ('the Conditions') and conditions of various Service Providers who the Travel Agent request on your behalf to render services or provide products to you (refer section 3 below: 'Service Providers')



## **2. THE CLIENT AND AUTHORITY**

The person making such enquiries, seeking such advice, requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have **read had explained (where applicable), understand and accepted** the Conditions and to have the **authority** to do so on behalf of the person(s) in whose name the enquiry is made or advice sought or estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

## **3. SERVICE PROVIDERS**

The Travel Agent provides clients with travel and/or other services either itself or acting as agents for **Service Providers** engaged in or associated with the travel industry, such as airlines, insurance companies, tour operators, vehicle rental, accommodation establishments, local travel agent/guide/operator, events, transport operators, cruise companies and excursions etc ('collectively referred to as 'the Service Providers'). Whilst the Travel Agent vets and selects the Service Provider with the utmost care and circumspection, the Travel Agent represents the Service Provider as agents only and accordingly accepts **no liability** for any loss, damage, injury, illness, harm or death which any Client may suffer as a result of any act or omission on the part of or the failure of the Service Provider to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise unless, in the case of injury or death, it is due to the negligent act or omission of the Travel Agent. The **contract in use by the Service Provider** (which is often constituted by the ticket issued of the Service Provider), shall constitute the sole contract between the Service Provider and the Client and any right of recourse the Client may have, will be solely against the Service Provider. The Travel Agent will provide the identity and terms and conditions (or access thereto) of all the Service Providers relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarize itself with such terms and conditions ('the Service Provider's Conditions').

With regards to **hotel bookings** please be aware that hotels and other accommodation properties (Collectively referred to as 'hotels') may undergo renovations from time to time. Hotels generally take all possible steps to limit disruption and inconvenience to their guests when renovations are taking place. The Travel Agent will not accept complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If the Travel Agent is specifically advised of renovation work in advance by the hotel, this information will be passed on to the Client but it is important to understand that this is subject to change and that the Travel Agent may not always be notified. In all instances if the Client is dissatisfied with the Hotel the Client must try and resolve the issue either directly or via the Travel Agent, before choosing to leave the premises and book alternative hotel. Regardless of the outcome the Client could be liable for costs at both hotels.

Some properties may take credit card pre-authorisations for any incidentals that guest may incur during their stay.

## **4. RESPONSIBILITY, LIMITATION OF LIABILITY & INDEMNITY**

The Proposed booking is made on the express condition that the Travel Agent, its employees and agents, shall not be responsible for, and shall be **exempt from, all liability** in respect of loss (financial or otherwise), damage, accident, injury, illness, harm (as defined in the CPA), trauma, death, delay or inconvenience to or additional expense incurred by any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client whether on the tour or journey or not), to or loss of or damage to their baggage, or other property, wherever, whenever and howsoever caused whether or not arising from any act, omission, default, or negligence on the part of the Travel Agent whatsoever, **unless, in the case of injury or death, it is due to the negligent act or omission of the Travel Agent**. Such liability will be subject to a limitation of R10 000, 00 (Ten Thousand Rand) per Client per Booking.

The Client indemnifies and holds harmless the Travel Agent, its employees and agents accordingly. The Travel Agent, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever and howsoever arising, unless section 61 of the CPA applies.

Any information, advice or advertising is provided by the Service Provider's, sourced from various websites and public access literature and deemed correct at the time. The Travel Agent cannot be held liable if any of the information is not correct or changes.

## **5. COMMUNICATION CHANNELS**

The only accepted forms of communication with the Travel Agent are by telephone to the registered telephone numbers for Travelways (Pty) Ltd or email to a registered email address of Travelways (Pty) Ltd.

## **6. DESTINATION SELECTION**

The Client acknowledges that they have selected the itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the Internet. It also acknowledges that such brochures and/or the Internet have been compiled and are managed and up-dated by the Service Provider over which the Travel Agent has no control. Accordingly, the Travel Agent cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Service Provider.

## **7. PRICES**

Prices are estimated at the ruling daily exchange rate and until the Travel Agent has received payment of the price in full, it **reserves the right to charge any fluctuations to the Client's account.** # The Client undertakes to pay for any such fluctuation on demand. The **onus will be on the Client to check that there have been no changes in the Price prior to making full and final payment.** Once payment of the price in full is received, the price is guaranteed \*# Airfares are subject to the price and conditions stipulated by the airlines and cannot be guaranteed by the Travel Agent

Note that the Travel Agent reserves the right to amend the Price if an unreasonable time lapses between the date the Estimate is submitted to the Client and the date it is returned to the Travel Agent. Price excludes inter alia airport departure tax, pre-seating, baggage and any expenses of a personal nature, gratuities and all items not specified.

\* Please note that in some case Service Providers may have a clause requiring passengers to pay an additional amount in the event statutory increases such as VAT, fuel **surcharges** or fuel price or due to major fluctuation of the exchange rate increases even though full payment has been affected.

# Should the client be booking a package trip to an event advertised by Travelways (Pty) Ltd please be aware that costs are calculated on a projected exchange rate, government and Service Provider charges and fees. Therefore, all Travelways (Pty) Ltd package prices are subject to change and will be confirmed at a date specified on the estimation and/or booking confirmation, usually but not limited to between 10 to 12 weeks before departure.

## **8. BOOKING, DEPOSIT & RESERVATION**

Once the Client has completed a booking form, responded verbally or in writing or via e-mail or the Internet or has, without reference to any of the aforesaid, asked for more details (collectively referred to as **'the Enquiry'**), about a particular destination, trip, event, tour or mode of travel (collectively referred to as **'the Proposed Travel Arrangements'**) the Travel Agent will prepare and provide the Client with an estimate (by hand, verbally or e-mail) (**'the Estimate'**). Upon the Client's written confirmation that the facts and information contained in the estimate is correct and upon acceptance of these Conditions by the Client – the client's instruction to proceed to a booking status indicates you accept and acknowledge the terms and conditions; the Travel Agent will prepare a provisional booking / an estimation for the Proposed Travel Arrangements (**'the Estimation'**). A deposit (**'the Deposit'**) of the total estimated value of the Proposed Travel Arrangements ('the Price') as specified in the estimation is required in order to confirm reservations with Service Providers (**'the Booking'**), subject to payment of the balance of the price in due course as specified herein\*. The purpose of the Deposit, other than payment to Service Providers is to cover costs and disbursements incurred by the Travel Agent and its service fees and in the event of any cancellation as provided for herein will be forfeited by the Client. The Travel Agent will not confirm any reservation if the deposit and a signed estimation or booking form with supporting documentation \*\* are not received. Once the Booking has been completed, the Client will be supplied with the document that will contain the final detail of your Booking (**'the Booking Confirmation Form'**).

Please note that often more than one itinerary is prepared during the booking process and it is the client's obligation to ensure that all the details in the final version submitted is correct.

**\* In the case of air tickets, full payment is required as per the applicable fare rule. If full payment is not received by the applicable date the airline will automatically cancel the reservations.**

**\*\* acceptance that the information contained there on is correct and as requested by the client.**

## **9. PAYMENT AND PAYMENT TERMS**

These are as per the Travel Agent and/or Service Provider and will be advised at the time of enquiry / booking. They are **strictly enforced**. If the deposit and/or final payment is not received on time, the booking may be cancelled and all payments will be forfeited, or documents can be delayed and may necessitate the use of a courier service, which will be for the Client's account. Late payment may also result in cancellation of the reservation by the Service Provider. Credit card payments are only accepted if the Service Provider accepts such payment. Payment is only deemed received once it is received in the Travel Agents bank account.

## **10. BOOKINGS incl. INTERNET**

If the Client requests or instructs the Travel Agent to do bookings via the Internet, the Client **irrevocably authorises the Travel Agent** to do the following on its behalf (1) make any selections of and for the Proposed booking (2) make payments and (3) accept booking conditions.

## **11. GROUPS**

The Service Provider's terms and conditions apply regarding group definitions. If the group number deviates from the number required by the Service Provider for the Booking, the Service Provider may reserve the right to re-cost the Price and raise a surcharge or decline to offer bookings. Should any Client refuse to accept new conditions and/or pay surcharge, it may result in the Service Provider cancelling the Booking and retaining any payment made. The Travel Agent will be entitled to retain costs, disbursements, service, referral, consultation fees and charge an administration fee.

Where some passengers wish to split from the original group travel dates, this is referred to as a "breakaway". Client to refer to Service Provider's terms and conditions. It is understood that such breakaways and charges pertaining will be for the Client's account. Travel Agent reserves the right to charge an administration fee for assisting with the amendment of the services.

## **12. SPECIAL REQUESTS**

Clients who have special requests such as but not limited to seating, meals, baby bassinets, assistance, room allocation etc must specify such requests in writing to the Travel Agent in the Enquiry and/or in response to the Estimate and at the instruction to book. Whilst the Travel Agent will use its best endeavours to accommodate such requests, it **does not guarantee** all requests will be honoured.

The Service Provider can restrict and/or change special requests and/or reserve the right to charge an extra fee which will be for the Clients account.

Most Service Providers no longer allow 'free' pre-seating. The options are to pay a high revenue ticket which allows pre-seating, pay for your seat, or seat yourself 24 hours prior to flight departure when you check-in online or on collection of your boarding pass, at the airport. Waiting for the 24-hour period or collection of your boarding pass at the airport, could result in you not having a choice of seat.

## **13. BAGGAGE**

In many instances the Service providers entry level fares do not include hold /checked baggage. Please **check the baggage restrictions** on your estimate. If no baggage is included and you will be taking baggage in the hold, with you, then please ask for an updated estimate, including checked baggage. Service Providers' baggage policy changes per service provider and per origin / destination. Baggage over and above the standard included baggage will be charged for, by the airline. It is your responsibility entirely to be aware of baggage restrictions.

## **14. LATE BOOKING**

A late booking fee per booking **may be charged** in respect of bookings received within 4 working days prior to the departure date. This charge is levied to cover communication expenses involved.

## **15. TAXES & SURCHARGES**

Where possible taxes and surcharges are reflected in all prices. It should be noted that **certain airlines invoke additional taxes and/or surcharges** if any changes are made to the tickets and/or routing even if the ticket has been fully paid. Furthermore, it is important that you **check** with the Travel Agent prior to departure what the current airport tax is of all the countries you will be passing through as these taxes are usually payable in the local currency and must be provided for. Where possible city tax and hotel/resort fees are reflected in all prices. It

should be noted that certain taxes/fees and/or surcharges are payable directly at the property. Taxes and surcharges are not limited to hotels, airlines and airports.

#### **16. CAR & VEHICLE HIRE**

Collectively known as Car Hire. These contracts ('Car Hire T&C') are onerous & include absolute, no fault and strict liability provisions. These Car Hire T&C must be read very carefully and anything you don't understand or about which you have any misapprehension must be discussed with the car hire consultant BEFORE you sign the Car Hire T&C. Please note that you will be liable for all accidents, damages, traffic fines, fuel and toll fees. We strongly recommend you check the vehicle thoroughly with a representative of the Car Hire Company upon collection and return and ensure that any damage, scratches, faults or shortcomings are noted & signed for. Note that the Car Hire T&C shall constitute the sole contract between the car hire company and the Client and any right of recourse the Client may have, will be solely against the Car Hire Company in terms of the Car Hire T&C. Similarly, the Travel Agent cannot take responsibility in case of car rental vehicle break-down, dirty car rental vehicles, incorrect reading of kilometres travelled etc.

#### **17. INSURANCE**

It is strongly advised that all Clients take out **adequate insurance cover** such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment (Note that is not an exhaustive list). **The Travel Agent will not be responsible or liable if the Client fails to take adequate insurance cover or at all.** It shall not be obligatory upon the Travel Agent to effect insurance for the Client except upon **detailed instructions given in writing** and all insurance effected by the Travel Agent 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, and the Travel Agent 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. Once the insurance has been confirmed and paid for, the Client will be issued with a policy document of the insurer. It is a complex document which **must be read** before you initiate your travel so that you can address any queries you may have to the insurer before you depart.

Please note that various **credit card companies and medical aids** offer limited levels of travel insurance, which the Travel Agent does not consider sufficient cover for international travel. Kindly **check with the respective companies** in order to obtain the specific details of the cover.

#### **18. CONFIRMATION OF THE BOOKING**

All bookings and details thereof (local and international) **must be reconfirmed by the Client** 72 hours prior to departure by contacting the Travel Agent or Service Provider and giving them local contact details, irrespective of if the Service Provider requires this or not.

#### **19. CHANGES**

No changes or waiver of any term or right referred to herein shall be valid or binding unless received **in writing and acknowledged** as completed by an authorised representative of the Travel Agent. A fee per booking may be levied for any changes to the confirmed booking.

In the unlikely event of there being unscheduled changes to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the Travel Agent, its agents or the Service Provider; it is understood that expenses relating to these unscheduled changes (hotel accommodation etc) will be for the **Client's account**; this does not constitute any reason for a refund. Travel Agent reserves the right to charge an administration fee for assisting with the change of the services.

#### **20. CANCELLATION**

No cancellation or waiver of any term or right referred to herein shall be valid or binding unless received **in writing and acknowledged** as completed by an authorised representative of the Travel Agent.

In the event of the Client cancelling the **Booking the cancellation fee** which may be imposed is as follows\*\*; More than 8 weeks prior to departure: 25%

8 weeks prior to departure: 35%

6 weeks prior to departure 50%

4 weeks or less 100%

**Exceptions apply on certain products Note:**

- Air ticket cancellations are subject to airline policies.
- All cancellation charges are subject to VAT.
- Events (for example race entry) cancellations are subject to the event organisers policies with the Travel Agent and usually are non-transferable/non-refundable regardless of reason of cancellation.

The Service Providers reserve the right to cancel any arrangements, in which event the entire payment that can be refunded will be refunded to the Client without any further obligation on the part of the Travel Agent\*\*

**\*\*In the event of cancellation the Travel Agent reserves the right to retain their costs, disbursements, service, referral, consultation fees and charge an administration fee for assisting with the cancellation of the services. Clients should also refer to the cancellation provisions contained in the Travel Agents booking form and/or estimate and/or booking confirmation, or the Service Provider's Conditions or website as they may charge cancellation fees over and above those stated above.**

**It is the Client's duty to check each change to the itinerary and also to sign / email acceptance of the final booking.**

**21. REFUNDS**

No refund or waiver of any term or right referred to herein shall be valid or binding unless **received in writing and acknowledged** as completed by an authorized representative of the Travel Agent. The service Provider's refund policy will be applied to each refund request. The Travel Agent reserves the right to charge an administration fee for assisting with the refund of the services.

**22. FORCE MAJEURE**

**DEFINITION**

The parties agree that one or more of the following events, circumstances or occurrences will constitute prima facie force majeure for the purposes of the terms and conditions that govern the relationship between the parties, subject to the qualifying requirements:

- \*Acts of God and casus fortuitous: physical, natural causes which cannot be foreseen or prevented and which without limiting the generality of the aforesaid includes tornadoes, death, extraordinary high tides, tidal waves, violent winds, storms, floods, earthquakes, earth tremors, volcanic eruption, hurricanes, tornados, typhoons, cyclones, landslides, subsidence, lightning strikes, fire and other natural disasters;
- \*Industrial action such as strikes and lockouts, riots, protests and protest action, whether of a political nature or not;
- \*War, sabotage, revolution, terrorism, civil commotion, riots, insurrection, invasion, blockade or boycott;
- \*Epidemic, pandemic or the outbreak any other life and/or health threatening diseases, whether infectious, contagious or not, or events such as the spillage of dangerous contaminants or severe air, water, soil or substance pollution;
- \*Any other event that is due to an irresistible force, unavoidable and external accident;
- \*Breakdown of public services and amenities;
- \*National and/or regional border closures and international, national and/or regional or transport travel or transport bans or restrictions whether taken and/or implemented by the government of any country included in the client's travel itinerary;
- \*The geographic location, origin and/or epicentre of the Event is irrelevant as the only yardstick is the impact on the contractual obligations of the parties;

**QUALIFYING REQUIREMENTS**

The parties agree that the above prima facie force majeure events ('the Event') will only qualify as such if all of the following conditions are met:

- \*The party invoking force majeure ('the Force Majeure Party' - 'FMP') must immediately advise the other party ('the Force Majeure Recipient' - 'FMR') in writing;
- \*The Event must not be due to the fault, negligence or breach of contract on the part of the FMP;

- \*The Event must destroy the subject matter of the contract and means of performance to such an extent that performance becomes permanently impossible and NOT simply difficult, burdensome or economically onerous to carry out;
- \*The FMP uses and has used due diligence and its best commercially reasonable endeavours to overcome and/or remove and/or alleviate and/or mitigate the Event;
- \*The FMP must mitigate its own damages;
- \*The FMP must take all reasonable steps to avoid non-performance;
- \*Any steps taken by any country's government must be as a result of the Event which results in and meets any one or more of the above Qualifying Requirements;
- \*The Event must not be of a temporary nature but if it is anticipated to endure for an unreasonably long period, it will be regarded as permanent

#### REMEDIES

- \*If the parties are in disagreement about the Definition or the Qualifying Requirements, the parties will apply the Dispute Resolution clause of the Conditions;
- \*If any one or more of the qualifying criteria are not met, the FMP will have the option to agree a postponement with the FMR and the contract will be performed at the postponed date or the FMP can cancel the contract and the cancellation provisions will apply.
- \*If they are in agreement that the qualifying requirements have been met, then parties will in the first instance use their best endeavours to agree on the postponement of performance of the contract and failing consensus in that regard, the FMR will use its best endeavours to reimburse the FMP all monies received from it and paid to third party service Provider's which it manages to recover less irrecoverable disbursements and a reasonable management and service fee. COPYRIGHT ADV LOUIS NEL

**The Travel Agent will use its best endeavours to recover from Service Providers such monies as may have been paid to them on behalf of the Client. All monies so recovered by the Travel Agent will be reimbursed to the Client less their costs, disbursements, service, referral, consultation fees and charge an administration fee for assisting with the cancellation of the services.**

#### **23. AIR TICKETS**

These tickets linked to contracts ('Air T&C') are very complex and can entail very strict requirements regarding change, airport and departure taxes, cancellation and refunds provisions. You must enquire about all the applicable conditions before you pay for the ticket. You should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, you are not allowed to use such tickets/coupons out of sequence or to 'skip' one (& e.g., opt for train, bus or car transport) as this will invalidate the entire balance of the journey/itinerary and ticket value. 'No-shows/Denied Boarding' may result in the ticket being invalidated and/or the Client being charged a No-show fee or the ticket being forfeited. Note that the Air T&C shall constitute the sole contract between the airline and the Client and any right of recourse the Client may have, will be solely against the airline in terms of the Air T&C. Your rights of recourse as a consequence of over-booking are prescribed by the CPA. Loyalty programs are governed by strict rules of which the Client must be aware and retention of boarding passes and other documentation pertaining to such programs is the sole responsibility of the Client. Consult the Travel Agent about refunds for unused tickets as strict deadlines and conditions apply.

#### **24. AIRLINE E-TICKETING**

The Client must be ready to show their documentation, such as, but not limited to identity document/passport, visa/health documents at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for each minor.

#### **25. PASSPORTS, VISAS & HEALTH**

It is the entirely the **Client's duty** to ensure that all **passports and visas** are current, valid, obtained on time, and passports will be valid for six months after return to home country and that any **vaccinations, inoculations, prophylactic** (e.g., for malaria / yellow fever) and the like, where required, have been obtained. Please **check the requirements with a medical** practitioner who is well versed with the prevailing conditions and requirements of the country(ies) you intend visiting before travelling. The Travel Agent will endeavour to assist the Client but such assistance will be at the Travel Agent's discretion and the Client acknowledges that in doing so, the **Travel Agent is not assuming any obligation or liability** and the Client indemnifies the Travel Agent against any consequences of non-compliance. It is the **Client's duty** to familiarise him/herself with **the inherent dangers of and mental and/or**

**physical condition** required for the Proposed Travel Arrangements. Please note that all visitors to South Africa and all clients who are travelling from South Africa to another Country are required to have a certain number of blank pages in their passport excluding the front and back cover to enable the entry visa to be issued – However in each case a further enquiry should be addressed to the Consulate or Embassy of the relevant countries being visited. If there is insufficient space in the passport travel and/or entry could be denied and the traveller is likely to be detained pending return to their country of origin. The client must ensure that the details supplied to the Travel Agent mirror those details shown on their passport for international travel and ID documents for local travel. Copies of such must be given at time of enquiry, however if the client does not provide this and instructs the Travel Agent to continue with the booking the client takes full responsibility for any errors.

Non-South African passport holders may also be required to have **re-entry documentation** and it is entirely the client's duty to ensure that such documentation is in order before departure

Please note that a **visa does not guarantee entry** into the given Country and boarding of an aircraft may be denied at any point even if you have a valid visa. Furthermore, caution should be taken when your countries of transit or final destination issue visa on arrival. These must not be taken for granted and ensure that all details are obtained from the relevant Embassy or Consulate well in advance of your departure.

Should you travel while **pregnant**, please contact your doctor for a "fit to travel" letter, which is required by some Service Provider's. Please advise your Travel Consultant how far your pregnancy is when traveling, as some Service Providers have restrictions.

The Department of Home Affairs has issued requirements relating to minors (children under 18 years) travelling internationally in and out of South Africa. Should you be **travelling with children**, please adhere to and provide these additional requirements; failure to do so will result in passengers being declined boarding. Clients must Please refer to <http://www.dha.gov.za/>

The South African government as a rule does not issue cautionary travel advice regarding foreign countries – where the countries you are travelling to issue such a cautionary & it comes to our attention we will convey it and/or the appropriate link to you. However, it is the **Client's duty to check your destination on the Internet for any such cautionary before you travel** as the state of the country in terms of not only health but also security (such as recent terrorist attacks) can change overnight.

## **26. DRIVER'S LICENCE**

An **International Drivers Permit** (IDP) is not a stand-alone document or a substitute for a valid driving licence – you must carry your domestic driving licence with your IDP at all times. IDPs do not diminish your obligations to conform to the laws and regulations of the countries you visit.

## **27. TRAVEL DOCUMENTS**

Documents (vouchers, e-tickets, itineraries etc.) are only prepared and released on receipt of payment of the Price in full. Upon receipt of your travel documents, it is the **Client's duty to check** that all the details therein are correct.

## **28. FOREIGN EXCHANGE REGULATION COMPLIANCE**

This is the **Client's exclusive duty**. This will apply especially when the Client instructs the Travel Agent to make and pay for booking on the Internet and the client may be required to lodge a currency declaration (in the event of trans-border travel) with the Travel Agent before the travel documents will be released.

It is the **responsibility of each individual** Client to ensure that he/she does not exceed the R1 (one) million per calendar year (Please note this amount is stipulated by the SA Reserve Bank as at January 2015 and may be adjusted from time to time – it is the Client's duty when booking to check with its foreign exchange provider). Individual's Single Discretionary Allowance. It is imperative that the Clients are able to show any customs official that they purchased the foreign exchange they are carrying, failing which it may be confiscated.

## **29. FEEDBACK**

Should you experience any **problems** with your booking whilst you are away, you must **immediately inform the Service Provider** of the services in question. If you are still dissatisfied, you must notify the **Travel Agent**



immediately to enable the Travel Agent to help to resolve the problem. Failure to do so may impede the Travel Agent ability to be able to assist in this regard.

**Stolen or lost baggage** must be reported to the airline prior to leaving the airport or to the Service Provider as soon as the damage or loss is discovered. A **police case number** may be required.

The Travel Agent values your feedback. If you have a **compliment, complaint or wish to share your experience** with the Travel Agent please contact by email to [dgelb@travelways.co.za](mailto:dgelb@travelways.co.za)

### **30. LAW & JURISDICTION**

South African **law and the jurisdiction** of South African courts will govern the relationship between the Client and the Travel Agent. The Travel Agent 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. The Client will be liable for all legal fees on an attorney and own client scale in the event that the Travel Agent has to take any legal steps of any nature whatsoever pertaining to the Conditions.

### **31. CONDUCT**

The Client agrees that he/she and any members of its tour party will at all times comply with the Travel Agent's or others' requirements and instructions in regard to his/her conduct and he/she will not in any way constitute a hindrance to any other passenger or person on the tour, mode of conveyance, at any place of accommodation, entertainment or where meals and/or drinks are served. The Client indemnifies and holds harmless the Travel Agent against damages suffered and/or costs incurred by the Travel Agent and/or any third party as a result of a breach of this clause.

### **32. CONFIDENTIALITY**

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

Furthermore, as far as the Client's personal information and special personal information is concerned, the Travel Agent will comply with all provisions of the applicable privacy legislation such as the Protection of Personal Information Act, Act 4 of 2013 [**'POPIA'**] and, in the case of residents of the European Community (*'the EC'*), the General Data Protection Regulations of 2018 (*'the GDPR'*) as detailed in the **Travel Agent's Privacy Policy** which is available on our website(s) or from our Travel Consultant(s) in store and is incorporated herein by reference and which you are deemed to have **read, understand and agree to be bound by**.

### **33. DISPUTE – RESOLUTION**

Any and all dispute arising out of or in connection with the Conditions including any question regarding its existence, validity or termination, shall be dealt with as follows:

1. Firstly, the parties will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place within a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Johannesburg within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.

2. Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application

**34. DOMICILIUM ET EXECUTANDI**

The parties elect their respective domicilium et executandi as reflected on the Booking Form.

**35. COPYRIGHT**

The Conditions and any intellectual property and specifically copyright therein and any proposals, presentations, estimates, quotes and itineraries provided by the Travel Agent shall remain the **sole and exclusive property of the Travel Agent**.

The Client furthermore undertakes not to circumvent the Travel Agent and to make any approaches to or enter into any arrangements for any concept similar in part or as a whole to that contained in any of the proposals, presentations, estimates and quotes provided by the Travel Agent with any of the Service Providers or any other Service Providers or venues for a period of 1 (One) year from the date of submission of any proposals, presentations, estimates and quotes provided by the Travel Agent.

**36. ENTIRE CONTRACT**

The Conditions (together with all enquiries, advice, quotations or estimates addressed to, provided by or bookings made and indemnities signed and the Travel Agent’s Privacy Policy) constitute collectively 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 regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Travel Agent or otherwise that is not included herein. The contra proferentem rule will not apply to the interpretation of the Conditions. The Travel Agent reserves the right to revise these conditions from time to time - each revision will be dated and posted on its website.

Dear Consumer,

**CPA NOTICE - Please read the following carefully & proceed accordingly:**

I have read all 36 clauses. The risk has been explained to me and I understand and accept all 36 clauses.

If you are satisfied with that then please sign at the end of this sentence to indicate that you accept and agree to be bound by all the above T&C ..... (signature).

Signed at ..... on this ..... day of .....20.....

If you receive these T&C by email, please reply to email with

I accept, understand and agree to be bound by the Travelways (Pty) Ltd Terms and Conditions, iro of the bookings for ..... (name of traveller).

