

# THE GLOBAL SPORTS ACADEMY

## BOOKING TERMS & CONDITIONS



**THE GLOBAL SPORTS ACADEMY**

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## 1 Payment

In order to confirm your chosen tour/training course a **deposit must be paid** at the time of booking the amount of which you will be advised of at the time. Depending how far in advance you book a further monthly payment may also be required (usually 6-9 monthly payments depending on your payment arrangement). This will be shown on your confirmation invoice if applicable. The balance of the tour/training cost must be received by us not less than 4 weeks prior to departure. This date will also be shown on the confirmation invoice. Reminders are not sent. When booking within 6 weeks of departure the full cost of the booking will be payable. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay interest at 2% above the current Bank (South African Bank) base rate for every day payment remains overdue. If your booking is cancelled the cancellation charges will be payable depending on the date on which we reasonably determine your booking as cancelled.

## 2 Booking Quotes and Confirmation

To make a booking, you must complete our booking form. This must be signed by the first named person on the booking ("party leader"). The party leader must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made.

If booking on behalf of an organisation the party leader must also be authorised by the organisation concerned. By signing the booking form, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

**Please note:** We reserve the right to alter the prices of any of the tours that we quote you prior to a contract being confirmed.

All quotes or estimates are subject to availability and may change daily. You will be advised of the actual price and availability at the time of booking. When you make a booking enquiry more than a year before the planned departure date, the price of the flights may be estimated and cannot be confirmed until the airline releases the flight availability, prices, details and times, normally around 11 months prior to departure. Until such information is released to us, we will not be able to confirm the total final cost of any flight inclusive booking, unless otherwise agreed with you in writing.

Where we provide an estimated flight cost (as explained above), once the airline has released flights suitable for your itinerary, you will receive a revised Tour Booking Form and if necessary, a revised or additional invoice that clearly sets out the final sum due, subject to any amendments by you or non-flight related surcharges. Where the total final flight inclusive cost exceeds any sum estimated by us at the time of booking, you will be liable to pay the entire amount of any excess. If the final sum due is less than the estimated fare, we will lower the total cost payable by you.

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Subject to the availability of your chosen arrangements, we will confirm your tour/coaching course by issuing a confirmation invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

We will communicate with you by e-mail in relation to your booking. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Certain documents may need to be sent by post. References in these booking conditions to "send" and "in writing" include communication by e-mail.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to [anshon@gsa.fit](mailto:anshon@gsa.fit)

### **3 Your contract**

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. We both agree that the law of South Africa (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim must be dealt with by the South African court system.

### **4 The cost of your Tour & Training Course**

Please note, changes and errors occasionally occur in advertised or quoted prices. You must check the price of your chosen arrangements at the time of booking. The prices used to calculate your booking cost will be on the basis of the then known costs and exchange rates as shown on XE.com on that date.

The precise exchange rate used will be shown on the tour proposal form. We reserve the right to make changes to and correct errors in advertised prices at any time before your tour is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once the price of your chosen tour has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances.

Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in fuel or power sources costs, or in dues, taxes or fees payable for services such as landing taxes or] embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your tour/training event. Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your tour (excluding insurance premiums and any amendment charges) will we levy a surcharge. We will only levy a surcharge in respect of the amount by which any increase in our costs exceeds 2% of this total tour cost. If any surcharge is greater than 8% of the cost of your tour (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another tour from us. Although insurance (where purchased through us) does not form part of

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your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative tour. If you do not tell us that you wish to choose either of these options within this period of time (14 days), we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your tour due to contractual and other protection in place. Where a refund is due, we will pay you the full amount of the decrease in our costs. We promise not to levy a surcharge within 20 days of departure. No refund will be payable during this period either.

## 5 Changes by you

Should you wish to make any changes to your confirmed tour, you must notify us in writing as soon as possible.

Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of R500 per person will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of tour dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the tour price where, for example, the basis on which the price of the original tour was calculated has changed. If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified as soon as possible. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result, together with any reasonable fees, must be paid before the transfer can be effected. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

## 6 Cancellation by you

Should you or any member of your party need to cancel your tour once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices.

As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of cancellation.

### **Period before departure within which written Cancellation charge per notification of cancellation is received by us:**

- 84 days or more
- All deposits\* paid to date.



- 57 to 83 days                    -            35% (if greater than the deposit(s) paid)
- 43-56 days                        -            60% (if greater than the deposit(s) paid)
- 42 days or less                   -            100%

\*Deposit refers to any payment made to us regardless of the terminology used in our communications with you.

Cancellation charges for your particular tour may differ from those set out above. If this is the case, it will be stated on your confirmation invoice. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy.

Claims must be made directly to the insurance company concerned. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

## 7 Postponement by you

Should you elect to postpone your tour and The Global Sports Academy agrees to your postponement, the new arrangements will be treated as a new booking. You will be issued with a revised booking form outlining the new dates and arrangements, together with a new payment schedule / dates and cancellation terms (which may differ from the original agreement).

Where travel services cannot be moved to the new dates and our supplier/s are unable to issue credit notes or provide refunds, these costs will be passed to you. Our team will discuss this with you prior to moving the date of your tour arrangements, should this situation materialise. Please note that whilst we may alter the terms of payment and cancellation of the postponed tour, this does not affect the other terms and conditions outlined in this document.

In the case of a force majeure event where the South African Government advise against travel to the intended destination and we cancel your tour imminently before travel, should you decide to postpone your tour rather than cancel it, we will cover any costs charged to us by our supplier/s to do this.

## 8 Insurance

We consider adequate travel insurance to be essential. We may be able to arrange insurance on your behalf. If we do not, you must give details in writing of your alternative policy (insurer and policy number). Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check insurance policies.

## 9 Changes and cancellation by us

We start planning the tours we offer many months in advance. Occasionally, we have to make changes to and correct errors in advertising and other details both before and after bookings have been confirmed and cancel confirmed bookings.



Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Please note, our tours & training events require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular tour have not been received, we are entitled to cancel it.

We will notify you of cancellation for this reason. Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time of 8 or more hours, a change of SA departure point to one which is more inconvenient for you and, in the case of tours, a significant change of itinerary missing out two or more major destination substantially or altogether. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- A. (for significant changes) accepting the changed arrangements or
- B. purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other available holidays. You must pay the applicable price of any such holiday. This will mean you may be paying more if it is more expensive or receiving a refund if it is cheaper or
- C. cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- If you choose to accept a refund:



1. we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
2. we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before scheduled departure within which a major change is notified to you / your travel agent Compensation per person	Compensation per person
More than 84 days before departure	Nil
83-56 days	R200
55-28 days	R400
27-0 days	R600

**Important:** Please note that tours which include sporting fixtures or billeted accommodation may be cancelled or rearranged without prior notice to us. Billeted accommodation may also be amended or withdrawn in its entirety. Because of the nature of such arrangements and the lack of control we have over them where this occurs the options set out above will not apply and our obligation to you will extend only to assisting you arrange an alternative. Any additional costs or charges involved in providing any alternative may be passed on to you in their entirety.

## 10 Flights

We are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions "Changes and cancellation by us" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.



## 11 Website / advertising material accuracy

The information contained on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

