

# TERMS AND CONDITIONS

## 1. Preamble

Travel With Flair (Pty) Ltd, conducts business under the regulations of the Association of South African Travel Agents (ASATA) and provides clients (YOU/YOUR) with travel and/or other services on behalf of principals and/or other agents engaged in, or associated with the travel industry, including inter alia, airlines, tour operators, hotels, shipping companies, car hire companies and other providers of air, land, sea or any other travel arrangements, products or services or other parties for whom Travel With Flair acts as an agent ('Supplier').

Travel With Flair will provide the identity and terms and conditions of all our principals and other parties for whom we act directly as an agent relevant to the service being provided for YOUR booking.

It is YOUR responsibility to familiarise yourself with such terms and conditions ('the Supplier Conditions').

All products and services, estimates and quotes provided by Travel With Flair are subject to these Standard Conditions of Business ('the Travel With Flair Conditions'), the ASATA regulations and the Supplier Conditions.

## 2. Liability

1. Travel With Flair represents Suppliers as agents only, and accordingly on receipt by Travel With Flair of any request for a booking as contained in a brochure or tailored quote. Travel With Flair shall transmit any such booking to the Supplier concerned and endeavour to secure timeously all reservations and arrangements.
2. All vouchers, receipts and tickets are issued subject to the Supplier Conditions and, by accepting the vouchers and tickets and/or utilizing the services of any person participating in any of Travel With Flair's tours or packages, YOU will become contractually bound to the Supplier thereof and YOUR sole right of recourse will be against such Supplier.
3. Neither Travel With Flair nor any holding, parent, subsidiary, affiliated or associated company or representative shall be liable for any loss, injury of, or damage to YOUR person and/or belongings or death whatsoever and YOU indemnify Travel With Flair and the Suppliers accordingly. Travel With Flair furthermore does not accept liability for any actions, errors or omissions on the part of any Supplier, which may be prejudicial to YOU or result in loss in any way or form whatsoever.
4. Suppliers may be acquitted from responsibility in that they act as agents themselves or have contracted out of liability, as may the ultimate principals such as hotels, car hire companies and coach operators, and it is therefore recommended that appropriate insurance be taken out for all travellers.
5. Travel With Flair and the Suppliers will under no circumstances be liable for any indirect and/or consequential loss or damages

6. The liability of Travel With Flair and/or any Supplier will be limited to R10, 000.00 (Ten Thousand Rand) per person per incident.
7. Any claim whatsoever must be lodged in writing with Travel With Flair within 30 (thirty) days after the end of the tour.

### **3. Bookings, changes of arrangements, routes and prices**

1. “The booking” or “the reservation” refer to part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of a client with Suppliers, and excludes services of a peripheral nature as described or similar to those described in clause 6.
2. Wherever possible Travel With Flair will endeavour to confirm the status of any booking in writing, but we may not always be able to do so. In such cases, failure to provide written confirmation shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of Travel With Flair;
3. In the event of an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of Travel With Flair, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc.) will be for YOUR account;
4. 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 reservation.
5. In the event of that any Supplier is unable to provide the service confirmed to YOU, Travel With Flair’s policy is always to offer YOU alternative arrangements of similar classification, wherever possible in the same area;
6. While every effort is made to keep to published itineraries, Travel With Flair reserves the right to make changes as are deemed necessary, in some cases, conditions such as weather may necessitate an alteration to the tour itinerary and this does not constitute any ground for a refund;
7. No refunds will be considered for no-shows, or any unused services.
8. Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee of a deposit to Travel With Flair – part or all hereof may be non-refundable (this will be specified on the reservation form). The deposit constitutes part of the booking conditions, and Travel With Flair reserves the right to cancel any booking without prejudice, in the event of a deposit or part thereof not being received.
9. The booking price quoted to YOU (‘the Booking Price’) based on fares, hotel prices, land costs and other relevant costs ruling at the date the Travel With Flair Booking Confirmation Form (‘the Booking Confirmation’) is submitted to YOU for acceptance. In the event of there being any increase in any of the foregoing costs prior to the start date of any booking as specified in the Booking Confirmation (the – ‘Start Date’), such variation shall be for YOUR account on

request by Travel With Flair, as shall any increase in the Booking Price arising from the fluctuation in rates of exchange between the date the Booking Confirmation is submitted to YOU for acceptance and the Start Date.

10. The onus will be on YOU to check that there have been no changes in the Booking Price prior to making full payment.
11. Upon receipt of payment of the Booking Price in full (the payment date of which will be specified in the Booking Confirmation), Travel With Flair guarantees the price of land arrangements. However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by Travel With Flair.
12. The transaction costs are per transaction, per person.

#### **4. Bookings and additional charges**

1. Final payment (as specified in the Booking Confirmation) of the Booking Price for any booking must be made at least six weeks prior to the Start Date unless specific arrangements have been made with Travel With Flair and such arrangement confirmed in writing by Travel With Flair or unless specified to the contrary in the Booking Confirmation.
2. Final payment is based upon the quoted and confirmed price specified in the Booking Confirmation, less any deposit paid, plus any additional charges that may have been incurred.
3. Late bookings: Full payment is due immediately on confirmation and is non-refundable on all late bookings. Some bookings will require full payment at the time of reservation, i.e., prior to confirmation.
4. Aside from passport, visa and other peripheral service fees (additional fees – see clause 6 below), Travel With Flair reserves the right to claim the late booking charges, communications, consultation, administration and amendment fees where applicable, and YOU undertake to pay such fees upon demand.
5. Interest at 2% above the current prime bank overdraft rate charged to Travel With Flair by our bank will automatically be applied to all overdue amounts.
6. For the business traveller who has a corporate account with Travel With Flair, the terms for credit are strictly as approved by the Travel With Flair credit control department upon completion of the Travel With Flair Credit Application Form. Until such credit is approved or if no credit is approved, payment for the complete booking (excluding any deposit already paid) must be made in cash upon acceptance of the Booking Confirmation.
7. Any invoice and/or statement received by YOU shall be payable in full and no deduction or alteration may be made by YOU should all or any part of the services booked by Travel With Flair be unused for any reason.
8. In the event that Travel With Flair and/or any Supplier have to incur legal costs for any reason whatsoever, YOU undertake to pay all legal fees (on an attorney and own client scale) upon demand.

9. Credit card payments are subject to due completion of and upon the terms and conditions specified on the Travel With Flair Credit Card Authorisation Form.
10. Clients, who have special requests, must specify such requests to Travel With Flair on the reservation form. While Travel With Flair will use our best endeavours to accommodate such requests, we do not guarantee that we will.
11. Travel documents will not be released unless the Booking Price has been paid in full, a signed Booking Confirmation and acceptance of Standard Conditions of Business have been received, and the required SA Reserve Bank currency declaration has been lodged with Travel With Flair.

## **5. Insurance**

1. Travel With Flair strongly recommends that the necessary travel insurance cover for the duration of YOUR journey be purchased and is able to advise on the various types of cover available. YOU should especially consider cover against illness and cancellation.
2. Please note that various credit card companies offer limited levels of travel insurance, which Travel With Flair does not consider sufficient cover for international travel. Kindly check with the respective credit card company to obtain the specific details of the cover.
3. It shall not be obligatory upon Travel With Flair to effect insurance for YOU except upon detailed instructions given in writing by YOU and all insurance effected by Travel With Flair 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 Travel With Flair shall not be obliged to obtain separate cover for any risks so excluded. Travel With Flair shall not be under any obligation to effect a separate insurance for each client, but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, YOU will have recourse against the insurers only and Travel With Flair will not be under any responsibility or liability whatsoever in relation thereto, notwithstanding that the premium of the policy may not be at the same rate as that charged by Travel With Flair or paid to Travel With Flair by YOU.
4. Travel With Flair will not be responsible if YOU fail to take adequate insurance or no insurance cover at all.
5. Queries must be addressed to the principal insurer, as Travel With Flair shall not in any way be held responsible for any and/or all information advanced by our staff in this regard.
6. Once the insurance has been confirmed and paid for, YOU will be issued with a policy document of the insurer. It is a complex document, which YOU must read BEFORE YOU initiate YOUR travel so that YOU can address any queries YOU may have to the insurer PRIOR to YOUR departure.

## 6. Peripheral requirements

1. Travel With Flair will endeavour to assist YOU in obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, reserve and other bank approvals, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with Suppliers and referred to as “the booking” or “the reservation”.
2. However, due to the constant changing nature of such peripheral requirements and services, Travel With Flair cannot be held liable for ensuring that these requirements and services are provided correctly or timeously or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services, or if entry is denied for any reason, nor can Travel With Flair be held responsible for any change of requirements, delays or loss of passport caused by the consulates or embassies concerned.
3. Accordingly, the responsibility to obtain proper, current and valid passports, visas, vaccinations, inoculations and the like, where required, is YOURS alone.
4. It is strongly recommended that YOU liaise with the consulates or embassies concerned and/or contact the relevant health authorities or clinics yourself. Travel With Flair can assist YOU with telephone numbers and addresses.

## 7. Cancellations / Amendments

1. Travel With Flair will undertake to endeavour to provide the services required by the client, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by YOU or on behalf of YOU, Travel With Flair reserves the right to claim the service, administration, communication and cancellation charges, which will inter alia depend on the debits Travel With Flair receives from our Suppliers.
2. YOUR attention is drawn to the cancellation conditions and fees specified in the Booking Confirmation (where applicable) and/or the Supplier Conditions.
3. Failure to cancel will result in the total booking cost being payable.
4. Travel With Flair reserves the right to discontinue and summarily cancel any agreement in respect of which payments have fallen in arrears, and in the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand.
5. Any cancellation must be in writing.
6. All onward travel arrangements (local and international) must be reconfirmed 72 hours prior to departure. Failure to do so could result in the cancellation of the remainder of YOUR itinerary and in the total booking cost being payable.
7. Travel With Flair reserves the right to cancel any reservation at any time prior to departure, in which event all payments will be refunded as full and final settlement of all further liability of whatsoever nature, howsoever arising, which may arise as a result of such cancellation.

## **8. Interpretations, indulgence, law applicable, jurisdiction and domicilium**

1. Words implying the singular, shall include the plural and vice versa, words importing one gender shall include any other, and reference to natural persons shall include legal entities and vice versa.
2. This agreement is governed by South African law and subject to South African jurisdiction.
3. The parties hereby consent to the jurisdiction of the appropriate Magistrate's Court in regard to any action and/or proceedings based on/or arising from these Standard Conditions of Business.
4. No indulgence that Travel With Flair ("the grantor") may grant to YOU ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not hereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
5. The parties hereby respectively choose a domicilium citandi et executandi for all notices and proceedings to be given and served in pursuance of this agreement at their respective addresses as given in Travel With Flair's Booking Confirmation. Either party may change its domicilium by written notice delivered by hand or sent by prepaid registered post to the other party.
6. This document reflects the only and full agreement between YOU and Travel With Flair and any variation and/or extension thereof shall not be valid unless agreed to by both parties in writing and signed by both parties (and where necessary, provided such party is duly authorised).
7. In the event of a conflict and/or uncertainty in meaning and/or interpretation between this and any other document issued by Travel With Flair, this document will always take preference.