

## **TERMS AND CONDITIONS**

Please read the following booking conditions carefully, as they set out the terms and conditions of the contract being entered into between you, the Client and The Travel Liaison (Pty) Ltd and applies to any services rendered by The Travel Liaison (Pty) Ltd whether or not the intended booking comes to fruition. A contract will not exist between The Travel Liaison (Pty) Ltd and the passenger/s until such time as we have acknowledged receipt of a written request and or booking.

For the purpose of this document, The Travel Liaison Pty (Ltd) means the Company and its employees or agents.

### **Preamble**

The Travel Liaison (Pty) Ltd Registration Number 2017/056050/07 carries on 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 and other providers of air, land, sea or any other travel arrangements, products or services (collectively referred to as 'Third Party Service Providers'). The Travel Liaison (Pty) Ltd will provide you with the identity, terms and conditions of all Third Party Service Providers and it is your responsibility to familiarise yourself with such terms and conditions.

### **Authority**

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered.

### **Third Party Service Providers:**

The Travel Liaison (Pty) Ltd acts as an agent only for local and international ground operators and airlines (collectively referred to as "the Principal") and accordingly accepts no liability whatsoever for any claim for loss, damage, injury, harm, illness, trauma or death (including a claim for maintenance by any dependants), accident or delay that may be occasioned, or any other irregularity that may arise from a defect in any vehicle or other form of conveyance, including all ski equipment, or by error or default of a Principal or persons engaged in conveying passengers, or otherwise in connection with carrying out the tour / travel arrangements. The clients shall not hold The Travel Liaison liable for any injury, damage, illness, harm, trauma, accident, and death (including a claim for maintenance by any dependants) or otherwise that may occur whilst on their holiday. The client undertakes to have adequate insurance to cover any such events. It is a condition of The Travel Liaison (Pty) Ltd that prior to departure from South Africa, all clients or their legal guardians sign a form indemnifying The Travel Liaison (Pty) Ltd and its staff, both in South Africa and in the resorts, against action and/or claims whatsoever and howsoever arising. Any services provided by the Principals will be subject to their terms and conditions ("the Principal's Conditions"), copies of which are available upon written request.

### **Package Prices:**

Package prices are based on airfares, tariffs and rates of exchange applicable at the time of the quotation/booking, and as such can fluctuate sharply and will therefore remain subject to change up to and including the day that full payment is effected on which date the rate of exchange will be calculated. The Travel Liaison (Pty) Ltd reserves the right to pass on any surcharges to the passenger/s.

The Travel Liaison (Pty) Ltd guarantees the price of land arrangements only once full payment has been received, except where subsequent increases are beyond the control of The Travel Liaison (Pty) Ltd

### **Destination Selection**

You acknowledge that you have selected the itinerary and destination(s) constituting the booking based on information gleaned from brochures and/or the Internet. You also acknowledge that such brochures and/or the Internet have been compiled and are managed and up-dated by the Principal over which The Travel Liaison (Pty) Ltd has no control. Accordingly The Travel Liaison 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 Third Party Service Providers.

### **Breakaways**

While it is possible to break away from the itinerary, it is understood that such breakaways will be for your account.

Name and Signature\_\_\_\_\_

## **Conduct**

You agree that you will at all times comply with The Travel Liaison (Pty) Ltd or the Third Party Service Provider's requirements in regard to your conduct and you will not in any way constitute a nuisance or a danger to any other passenger on the trip.

## **Special Requests**

If you have special requests you must address such requests to The Travel Liaison (Pty) Ltd in writing well before the departure date. Whilst The Travel Liaison will use its best endeavours to accommodate such requests, it does not guarantee that it will.

## **Bookings, Change of Arrangements, Routes and Prices**

"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 Third Party Service Providers, and excludes services of a peripheral nature. Any booking made by The Travel Liaison (Pty) Ltd constitutes a form of contract between you and the Third Party Service Providers and is consequently subject to the terms and conditions of The Travel Liaison (Pty) Ltd and such Third Party Service Providers' conditions of agreement of business.

Wherever possible, The Travel Liaison (Pty) Ltd 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 The Travel Liaison (Pty) Ltd.

In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of The Travel Liaison (Pty) Ltd, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for your account. A late booking fee may be charged in respect of bookings received within 7 (seven) working days prior to the departure date. This charge is levied to cover communication and other expenses involved. An amendment fee may be levied for any changes to the confirmed itinerary.

In the event that any Third Party Service Providers is unable to provide the service confirmed to you, The Travel Liaison (Pty) Ltd policy is always to offer you alternative arrangements of similar classification, wherever possible in the same area. Whilst every effort is made to keep to published itineraries The Travel Liaison (Pty) Ltd reserves the right to make changes as are deemed necessary. In some cases, conditions such as the weather may necessitate an alteration to the tour itinerary and this does not constitute any ground for a refund. It is your duty to check each amendment to the itinerary and also to sign the final one.

Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee. The Travel Liaison (Pty) Ltd reserves the right to cancel any booking without prejudice, in the event of full payment or a deposit or part thereof not being received. The price quoted to you is based on fares, hotel prices, land costs and other relevant costs ruling at the date of The Travel Liaison (Pty) Ltd quote. In the event of there being any increase in any of the foregoing costs prior to the issuing of the documents, such variation shall be for your account and payable on request by The Travel Liaison (Pty) Ltd as shall any increase in the price(s) quoted arising from the fluctuation in rates of exchange. Documents will not be issued until such time that full payment is cleared by The Travel Liaison (Pty) Ltd bankers. The onus will be on you to check that there have been no changes in the price prior to making full and final payment. However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by The Travel Liaison (Pty) Ltd. Should yours be a group booking and the group number deviate from the number required for the booking, the Third Party Service Providers may reserve the right to re-cost the price and raise a surcharge. Should you or any party of your group refuse to accept and pay such surcharge, it may result in the Third Party Service Providers cancelling the booking and retaining any payment made. The Travel Liaison (Pty) Ltd will be entitled to retain any service fees charged.

Name and Signature\_\_\_\_\_

## **Payment and additional charges**

Final payment for any booking must be made upon confirmation of the booking, unless specific arrangements have been made with The Travel Liaison (Pty) Ltd and such arrangement confirmed in writing by The Travel Liaison (Pty) Ltd. Final payment is based upon on the quoted and confirmed price, less any deposit paid, plus any additional charges that may have been incurred. Aside from passport, visa and other peripheral service fees (additional fees), The Travel Liaison (Pty) Ltd reserves the right to claim the late booking charges, communications, consultation, administration and amendment fees where applicable. If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a courier service, which will be for your account or The Travel Liaison (Pty) Ltd may cancel the booking. Late payment may also result in cancellation of the reservation by the Third Party Service Providers. When paying by credit card you will be required to complete The Travel Liaison (Pty) Ltd credit card authorisation form and comply with the authorisation criteria as laid down by the respective Credit Card Companies.

Interest at 5% above the current prime bank overdraft rate charged by The Travel Liaison (Pty) Ltd bank will automatically be applied to all overdue amounts.

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 The Travel Liaison (Pty) Ltd be unused for any reason.

### **The only forms of payment accepted by The Travel Liaison (Pty) Ltd are:**

- All major credit cards, if accompanied by satisfactory identification and a signed credit card authorisation form.
- Direct deposit – cash only (deposit slips must be faxed or e-mailed to The Travel Liaison (Pty) Ltd
- Electronic funds transfer (proof of payment must to be faxed or e-mailed to The Travel Liaison (Pty) Ltd.
- **Documentation will only be issued once all funds have been cleared by The Travel Liaison (Pty) Ltd bankers.**

### **Documentation:**

It is the personal responsibility of each passenger to ensure that they are in possession of the correct documentation prior to departure. The Travel Liaison (Pty) Ltd shall not accept responsibility for any consequences of any nature whatsoever arising from the passenger failing to ensure that he/she has complied with the necessary health / passport / visa requirements.

Documents (vouchers, itinerary, air tickets, etc) will be prepared and dispatched on receipt of all the following

- Full and final payment of the total package price
- Signed Terms and Conditions
- Duly completed and signed Reservation Form

It is the personal responsibility of the passenger/s to check all the details of their travel documents, including, but not limited to details of their names; date and times of flights; reservation dates for accommodation, etc, before leaving S.A. If there are any inaccuracies, it is important that you contact us immediately in order to have them corrected as The Travel Liaison (Pty) Ltd will not be liable for any delay and/or loss incurred as a result of any inaccuracies on any travel documents once you are in receipt thereof and have left South Africa.

Passports, Visas & Health Certificates - It is entirely your duty to ensure that all passports and visas are current, valid, obtained on time and will be valid for six months to one year after your return to home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with The Travel Liaison (Pty) Ltd before travelling. The Travel Liaison (Pty) Ltd will endeavour to assist you but such assistance will be at The Travel Liaison (Pty) Ltd discretion and you acknowledge that in doing so, The Travel Liaison (Pty) Ltd is not assuming any obligation or liability and you indemnify The Travel Liaison (Pty) Ltd against any consequences of non-compliance. It is your duty to familiarise yourself with the inherent dangers of and mental and/or physical condition required for your proposed travel arrangements.

### **The Travel Liaison (Pty) Ltd cannot be held responsible for:**

Denial of your visa application for any reason;

Delay of issuance of your visa by the consulate;

Loss of your passport(s) by the consulate and/or courier;

Change in visa costs and requirements;

Financial losses incurred as a result of a visa application being denied;

Please note that a visa does not guarantee entry to any given country at point of entry.

Name and Signature\_\_\_\_\_

## **Insurance:**

It is strongly advised that you take out adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability and loss of or damage to baggage and sports equipment (Note that is not an exhaustive list). The Travel Liaison (Pty) Ltd will not be responsible or liable if the Client fails to take out adequate insurance cover or at all. It shall not be obligatory upon the The Travel Liaison (Pty) Ltd to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by The Travel Liaison (Pty) Ltd 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 Liaison (Pty) Ltd 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. 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 PRIOR to your departure.

Please note that various credit card companies offer limited levels of travel insurance, which The Travel Liaison (Pty) Ltd does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

## **Liability**

Neither The Travel Liaison (Pty) Ltd nor any holding, parent, subsidiary, affiliated or associated company or representative shall be liable for any injury, illness, harm, trauma, death and/or loss of or damage to your belongings whatsoever howsoever caused and you indemnify The Travel Liaison (Pty) Ltd accordingly. The Travel Liaison (Pty) Ltd, its employees and agents shall further more not be liable for any indirect and/or consequential loss or damages whatsoever even though this may be as a result of negligence on the part of a The Travel Liaison (Pty) Ltd employee(s).

## **Peripheral Requirements**

The Travel Liaison (Pty) Ltd will endeavour to assist you in obtaining or meeting the requirements for 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 principals and other parties for The Travel Liaison (Pty) Ltd act as agents and referred to as "the booking" or "the reservation", but due to the constant changing nature of such peripheral requirements and services, The Travel Liaison (Pty) Ltd 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.

## **Cancellation**

The Travel Liaison (Pty) Ltd will undertake to endeavour to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, The Travel Liaison (Pty) Ltd reserve the right to claim the services, administration, communication and cancellation charges which will inter alia depend on the debits The Travel Liaison (Pty) Ltd receive from its suppliers. Failure to cancel will result in the total booking cost being payable. The Travel Liaison (Pty) Ltd reserves the right to discontinue and summarily cancel any agreement in respect of which payment has 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. Any bookings cancelled after confirmation may be subject to a cancellation fee. These vary from Third Party Service Provider to Third Party Service Provider and should be verified at the time of booking. The Travel Liaison (Pty) Ltd will apply for the refund on your behalf however The Travel Liaison (Pty) Ltd is not responsible should this application be denied for any reason.

## **Refunds**

Airline tickets presented for refund are subject to delays of approximately 8 weeks but could take longer. The Travel Liaison (Pty) Ltd is unable to refund monies before receipt of funds from the relevant Third Party Service Providers. All refunds are subject to a 10% administration fee, which is calculated on the value of the ticket submitted for refund or the amount of the refund claimed, whichever is the larger amount. This fee is over and above any cancellation fee which may be charged by the Third Party Service Provider to whom the refund is submitted. Refunds by the Third Party Service Provider will be subject to their terms and conditions.

Name and Signature\_\_\_\_\_

## **Foreign Currency**

This may be purchased up to 60 days prior to departure. You can place your foreign exchange order with your The Travel Liaison (Pty) Ltd consultant. Foreign exchange regulation compliance is your exclusive duty. This will apply especially when you instruct The Travel Liaison (PTY) Ltd to make and pay for travel arrangements on the Internet.

## **Confidentiality**

Subject to statutory constraints or compliance with an order of court, The Travel Liaison (Pty) Ltd undertakes to deal with all your information of a personal nature on a strictly confidential basis.

## **Internet Bookings**

If you request or instruct The Travel Liaison (Pty) Ltd to do bookings via the Internet, you irrevocably authorise The Travel Liaison (Pty) Ltd to do the following on your behalf (1) make any selections of and for the booking (2) make payments and (3) accept booking conditions.

## **Reconfirmation**

Please reconfirm all forward and onward travel arrangements (including domestic connecting flights required upon your return) 72 hours prior to departure. Failure to do so could result in the cancellation of your journey.

## **E-Ticketing**

You must be ready to show your identity document/passport and that of each member of your party and possibly your credit card at the check-in counter of the airline concerned.

## **Important Notes**

Airlines reserve the right to withdraw fares without notice. We cannot guarantee fares and airport taxes until paid in full and the air tickets have been issued. Certain destinations may also require a departure tax which is payable locally upon departure. These are not included in the pricing quoted. Prices are subject to change without notice until payment has been received in full, whether a reservation has been made or not. By accepting this confirmation and offering payment therefore it will be deemed that you have read, understood and accept our terms and conditions.

## **Intellectual Property**

The websites [www.travelliaison.co.za](http://www.travelliaison.co.za) is owned by The Travel Liaison (Pty) Ltd and the domain names are registered in the name of The Travel Liaison (Pty) Ltd . All intellectual property rights in and to the aforementioned vests in the owners as indicated. None of the content or data found on this site may be reproduced, sold, transferred, or modified without the express written permission of The Travel Liaison (Pty) Ltd .

## **Applicable Law**

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

## **Access and Use**

Access to and use of the website is entirely at the user's risk.

The Travel Liaison (Pty) Ltd may discontinue or suspend the website at any time without notice, and it may block, terminate or suspend any user's access at any time for any reason in its sole discretion, even if access continues to be allowed to others.

## **Links to other websites**

There are links on this website which allows a user to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by The Travel Liaison (Pty) Ltd and The Travel Liaison (Pty) Ltd 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 Liaison (Pty) Ltd has not tested and makes no representations regarding the correctness, performance or quality of any software found at any such sites. You should research and assess the risks which may be involved in accessing and using any software on the Internet before using it. You are deemed to indemnify The Travel Liaison (Pty) Ltd against any claims for loss or damage arising from your use of or of information gained from or from accessing any such linked sites.

Name and Signature\_\_\_\_\_

## Changes

The Travel Liaison (Pty) Ltd may make future changes, deletions or modifications to such terms and conditions, information, graphics, products, features, functionality, services, and links at any time without notice and your subsequent viewing or use of this website will constitute your agreement to the changes, deletions and modifications.

## Interpretation, Law Applicable and Jurisdiction

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. This agreement is governed by South African Law. 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. This document reflects the only and full agreement between you and The Travel Liaison (Pty) Ltd and 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 you acknowledge that you have not relied on any matter or thing stated on behalf of The Travel Liaison (Pty) Ltd or otherwise that is not included herein. No variation and/or extension thereof shall be valid unless agreed to both by the Parties in writing. In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by The Travel Liaison (Pty) Ltd, this document will always have preference. You will be liable for all legal fees on an attorney and own client scale in the event that The Travel Liaison (Pty) Ltd has to engage a lawyer to enforce or defend any of its rights or otherwise.

## General Information:

1. There is no guarantee that flights, trains and coaches, etc will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only and we do not accept any liability for any delay, however arising, or for schedule alterations.
2. Taxes: Mandatory taxes that can be pre-paid will be advised to you and collected prior to departure, however some countries charge taxes that can only be paid locally. It is recommended that you obtain the relevant information from the airline prior to departure and ensure that you have sufficient local currency to cover these taxes.
3. Complaints: In the event that you experience any problems with your holiday whilst overseas, you must immediately inform the Principal in question in order that they may assist you in resolving the issue (as well as copying The Travel Liaison (Pty) Ltd). Should you still be dissatisfied, a written complaint must be sent to The Travel Liaison (Pty) Ltd within 14 days of the end of your trip, and we will use our best endeavours to resolve the complaint. The Travel Liaison (Pty) Ltd in no way accepts liability for any claim that you may have in respect of your complaint.
4. Changes in booking: Whilst every effort is made to adhere to confirmed itineraries, we reserve the right to make changes to your travel arrangements should the need arise. In these instances we undertake to advise you thereof as soon as reasonably possible to obtain your further instructions in this regard. Please note that in some instances due to the situation at hand it may not be possible to obtain your instructions.
5. Although all reasonable efforts will be made to ensure the smooth running of the tour, The Travel Liaison (Pty) Ltd cannot be held responsible in any way for bad or non-performance of Principals.
6. While all possible efforts will be made to ensure the success of the tour, The Travel Liaison (Pty) Ltd cannot be held responsible in any way for cancellation in total or in part or non-performance in any way, due to bad weather or any other detrimental natural phenomenon/disaster, political unrest or war or other circumstances beyond the control of The Travel Liaison (Pty) Ltd or the Principals. It is recommended that specific insurance is taken out to cover the resultant losses direct or consequential should this be required by you.
7. Entire Contract – The Conditions 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 Liaison (Pty) Ltd or otherwise that is not included herein.

Name and Signature\_\_\_\_\_

Name and Signature\_\_\_\_\_