

# TERMS AND CONDITIONS

The following Terms and Conditions should be read and understood prior to confirming your travel. The VIP Travel Company's and its affiliates The Journeys Beyond Travel, Africa Fresh Travel and Haraka Safaris purpose is to deliver amazing travel experiences to our individual customers. Please read the following terms and conditions carefully. Do not confirm any booking unless you understand and agree with the following terms and conditions.

## 1. Interpretation

1.1 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.

1.1.1 Unless the context clearly indicates a contrary intention, any word connoting:

1.1.2 any gender includes the other two genders;

1.1.3 the singular includes the plural and vice versa; and

1.1.4 natural persons includes juristic and artificial persons and vice versa.

1.2 if figures are referred to in numerals and in words and if there is any conflict between the two, the words shall prevail

1.3 When any number of days, or Business Days, is prescribed, such number shall exclude the first and include the last, unless, in the case of days, the last day falls on a Saturday, Sunday, or a public holiday in South Africa, in which case the last day shall be the next succeeding Business Day.

1.4 A reference to an enactment is a reference to that enactment as at the date of accepting of these Terms and Conditions and as amended or re-enacted from time to time.

1.5 The rule of interpretation that a written agreement shall be interpreted against the Party responsible for the drafting or preparation of that agreement shall not apply.

1.6 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Terms and Conditions.

1.7 The eiusdem generis rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.

1.8 Where any term is defined within the context of any particular clause in these Terms and Conditions, then, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, the term so defined shall bear the meaning ascribed to it for all

purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in the definition clause.

## **2. Definitions**

The following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings:

Business Day – any day other than a Saturday, Sunday or public holiday in South Africa;

Consumer Protection Act – the Consumer Protection Act No. 68 of 2008, as amended or re-enacted from time to time, including any regulations promulgated thereunder;

Customer – Individual Customer or either of them as the context may indicate. “You” or “Your” shall have a corresponding meaning;

TVIPTC – The VIP Travel Company (Pty) Ltd (Registration number: 2012/150977/07) consisting of divisions namely, The Journeys Beyond, Africa Fresh Travel, Haraka Safaris.

Individual Customer – an individual making bookings in his or her personal capacity;

Parties – TVIPTC and Customer and “Party” shall mean either of them as the context may indicate;

POPI – the Protection of Personal Information Act No. 4 of 2013, as amended or re-enacted from time to time, including any regulations promulgated thereunder;

ROE – Rate/s of Exchange;

South Africa – the Republic of South Africa;

Suppliers – third party service providers of, including but not limited to transport, accommodation, car rental activities and other travel related products and “Supplier” shall have a corresponding meaning;

Terms and Conditions – these terms and conditions; and

Traveller – a person on whose behalf a booking is made.

## **3. Payment:**

3.1 TVIPTC accepts the following methods of payment:

3.1.1 Cash;

3.1.2 Credit and / or debit cards in store;

3.1.3 Electronic fund transfer;

#### 3.1.4 Valid TVIPTC Gift Cards.

3.2 Prices are subject to change until payment has been secured in full from the Individual Customer.

3.3 TVIPTC will not proceed with any booking until payment reflects in TVIPTC's account and/or proof of payment referred to in clause is sent to TVIPTC. The Customer will be liable for any increase in price due to commercial conditions during the time it takes for the funds to reflect in TVIPTC's account.

3.4 TVIPTC will communicate with the Customer on the chosen email address of the Customer and will send the Customer an invoice in relation to a booking made. The Customer should be vigilant in using email and should maintain the appropriate level of cyber security in order to prevent fraud or the interception of emails. Should anything occur which may appear suspicious or should the Customer receive more than 1 (one) invoice, the Customer should contact TVIPTC immediately prior to making payment in order to verify payment details, failing which TVIPTC will not be liable for any payment or damages suffered by the Customer. Notwithstanding the incorrect aforesaid payment, the Customer shall be liable to make payment of any amounts due to TVIPTC.

3.5 If a booking price as displayed contains an inadvertent and obvious error, the TVIPTC is not bound by it after—

3.5.1 correcting the error in the displayed price; and

3.5.2 taking reasonable steps in the circumstances to inform Consumers to whom the erroneous price may have been displayed, of the error and the correct price.

3.6 Where a booking price contains an error in contemplated clause 3.5, which error is not due to TVIPTC's fault, the Customer will be entitled to cancel the booking made, unless the Customer wishes to proceed with a booking on a correct price.

3.7 It is the responsibility of the Customer to ensure that the Traveller's names (as per identity documentation), identity and/or passport numbers, travel dates, times, departure, destination and routings are correct.

#### **4. Price and availability:**

4.1 All prices are quoted in South African Rand. Prices are valid at the time of quotation and can only be guaranteed once payment has been received from the Individual Customer. TVIPTC cannot be held liable for any increase to the quoted price; in the time it takes for payment to reflect in TVIPTC's account.

4.2 The following commercial conditions shall apply to quotations and supply of services and product:

4.2.1 Price variation: If the ROE is applicable, the ROE on the day of quotation will apply. Should the ROE increase at the date of payment reflecting in TVIPTC's account, such increase will be for the Customer's account and payable in addition to the total price quoted;

4.2.2 General: All quotations are subject to availability from Suppliers. Should the product range no longer be available, another product will be quoted at an updated price;

4.2.3 Payment by deposit does not secure a price and is subject to the ROE. A price is secured once payment has been made in full by the Individual Customer.

## **5. Cancellation or changes:**

5.1 TVIPTC has to be notified of all cancellations or changes in writing prior to departure. The Customer will be liable for cancellation or date change penalties in the event that travel arrangements are changed or cancelled by the Customer.

5.2 Cancellation or date change penalties can amount up to the full purchase price subject to amongst others when the travel arrangements are cancelled, the Supplier's cancellation policy and the fare rules.

5.3 Travel bookings are non-transferable and name changes are not permitted.

5.4 You will forfeit the fare if you do not fly or do not notify the airline or your travel expert of your intent not to travel prior to your scheduled departure.

5.5 Tickets must be travelled on in the sequence they are booked, if not, the ticket will be forfeited.

## **6. Refunds:**

6.1 Upon receipt of the Customer's written instructions to cancel a booking, TVIPTC will charge a reasonable service fee for any refunds processed.

6.2 TVIPTC will endeavour to process all refunds by airlines within a reasonable time frame with the exception of the following refunds:

6.2.1 Tickets which have been taken over by the airline due to amongst others upgrades, downgrades, schedule changes, reissued tickets and expired tickets;

6.2.2 Any ticket submitted with supporting documentation for a refund due to an event as stipulated in the Consumer Protection Act.

6.3 The refunds stipulated in 6.2.1 and 6.2.2 can take up to 12 (twelve) weeks to be processed, subject to the Consumer Protection Act.

6.4 Refunds must be processed within the ticket's validity, thereafter the ticket will be deemed as non-refundable.

6.5 Any refund amounts received from a refund application submitted within the validity of a ticket will be retained on file for a period of 6 (six) months, with the following conditions:

6.5.1 TVIPTC will make every effort to contact you and to advise of the refund amount received; In the case of non-refundable tickets we will also advise the same.

6.5.2 Should all attempts to reach you be unsuccessful within a 6 (six) month period of the refund amount being received, the refund amount will be forfeited by the Customer.

6.6 All refunds have to be submitted in writing prior to commencement of travel and will be subject to the cancellation policy of the relevant Supplier.

6.7 Refunds can be in the form of open tickets, vouchers or cash depending on relevant Supplier terms and conditions. Refund amounts are at the sole discretion of the relevant Supplier. The Supplier is not obliged to refund any transactions fees or dividends in the case of a refund as set out in clause 6.

6.8 Non-refundable tickets will not be eligible for refund methods as set out in clause 6.7.

6.9 TVIPTC is not obliged to refund any transaction fees or dividends in the case of a refund as set out in clause 6.

## **7. Agency and Suppliers:**

7.1 TVIPTC acts as an agent for, and sells various travel related products as agent on behalf of numerous transport, accommodation and other service providers such as visa suppliers, airlines, coach, rail and cruise line operators, as well as all wholesalers. TVIPTC's obligation to the Customer is to (and the Customer hereby expressly authorises TVIPTC) make travel bookings as the agent on the Customer's behalf and to arrange relevant contracts between the Customer and Suppliers.

7.2 TVIPTC charges a fair and reasonable service fee to book travel on the Customer's behalf.

7.3 TVIPTC exercises care in the selection of reputable Suppliers, but has no control over, or liability for, the services provided by Suppliers. All enquiries and business conducted with Suppliers are subject to the Supplier's terms and conditions. The Customer by accepting their invoice is deemed to have read, understood and agreed to be bound by these Terms and Conditions which refer to Supplier terms & conditions. Any misapprehension about the transaction or the implications thereof should be brought to the attention of the Supplier. The Customer should request clarity on any misapprehension.

7.4 Any legal rights which the Customer might have in connection with the provision of travel services are against the specific Supplier and, except to the extent a problem is caused by fault on TVIPTC's part, are not against TVIPTC.

## **8. Travel Insurance:**

8.1 Travel insurance is strongly recommended for all travel.

8.2 Once the insurance policy has been confirmed and paid for, you will be issued with a policy document of the insurer. A copy thereof will be emailed to you and TVIPTC strongly recommends that you read and understand this document before your travel commences so that you can address any queries you may have to the insurer before you leave.

8.3 In the event of any queries or the need to lodge a claim, contact the insurer directly.

8.4 For assistance in obtaining travel insurance please call a travel expert at TVIPTC who will facilitate the issuing of your travel insurance.

## **9. Passports and travel documents:**

9.1 Passports are required for all passengers including infants for international travel. Passports and travel documents must comply with the following requirements:

9.1.1 valid for at least 6 (six) months after your date of return;

9.1.2 must have a minimum 2 (two) blank pages;

9.1.3 travel documents have to be in the name appearing on the Traveller's passport.

9.2 Temporary passports are not accepted in most countries.

9.3 Most countries require machine-readable passports. It is the Customer's responsibility to ensure compliance.

9.4 The Customer and / or Traveller indemnifies TVIPTC against any errors which might occur and any cost relating thereto in the event that any Traveller's passport has not been issued by the Department of Home Affairs at the date of completing the booking.

9.5 The onus is on South African permanent residents travelling on a foreign passport to ensure they have the required documentation to travel, including but not limited to visas.

9.6 The onus is on the Traveller, especially where the Traveller has become a citizen of the relevant country by naturalisation, to ensure that they are travelling with the correct travel documents.

9.7 Documentary identification is required for infants who are travelling.

9.8 Identification is required for all passengers travelling domestically. The airline will require that you present a South African identity document or South African driver's licence for domestic travel.

## **10. Visas:**

10.1 Visas are required for South African passport holders to travel to most destinations including but not limited to the UK, USA, Europe, Canada and Australia. A Schengen visa is required when transiting twice in any European country or countries.

10.2 It is the Customer's responsibility to check visa requirements with the consulate or embassy of each country being visited including stopovers or ports and transits. Customers should check all border crossings as well as any ocean border crossing, as a visa may be required according to the maritime law of the country concerned. If visa Suppliers or the relevant consulate or embassy do not supply the correct advice, any claims must be made directly to the relevant party concerned. If entry into any country is denied, this can be amongst other a customs, internal security or home affairs issue and outside of TVIPTC and the visa Supplier's control. TVIPTC cannot be held liable for any claims related to working visas, student visas or residency permits.

10.3 The processing time for a visa may vary and can generally take between a minimum of 5 (five) Business Days and up to 30 (thirty) Business Days. Delays in the processing of visa applications may occur during peak season periods. In some cases a visa may only be released by the consulate or embassy 24 (twenty four) hours prior to departure or even on the day of departure. It is highly recommended that you allow sufficient time for your visa application to be processed.

10.4 Certain visas need to be printed prior to travel and are to be presented along with your passport.

10.5 Immigration may require that supporting documentation is presented in addition to a passport and visa. This may include, but is not limited to; 3 (three) month's bank statements, proof of accommodation or tour, letter from the host at your final destination, letter from your employer stating your intent to return to employment, letter from a tertiary institution confirming that you study at this institution.

10.6 By accepting these Terms and Conditions the Customer confirms that he / she has been made aware that a visa may be required, inclusive of any transits, stop overs or port entries that may be included as part of the travel itinerary. The Customer furthermore confirms that the consultant has taken reasonable steps to ensure that the Customer is aware that Suppliers may be able to assist with a visa application at a fee; and that the customer is in a position to either accept or decline assistance with the visa application.

10.7 The Customer indemnifies and holds harmless TVIPTC against all suits, actions, claims, judgements, direct and/or consequential damages or losses or other liabilities, and all costs and expenses which may arise from the services or the omission of supplying the services by any Supplier or the unsuccessful or late visa; or if there is any delay in obtaining a visa for the relevant travel.

## **11. Travelling with Children**

11.1 From 1 June 2015 all children under the age of 18 (eighteen) require the following:

11.1.1 unabridged birth certificates to travel internationally in and out of South Africa;

11.1.2 If travelling with one parent, consent in the form of an affidavit of the other parent is required as well as an unabridged birth certificate;

11.1.3 If travelling with no parents, consent in the form of an affidavit is required from both parents as well as an unabridged birth certificate;

11.1.4 Please refer to the Department of Home Affairs website for information on minors travelling internationally <http://www.dha.gov.za/>;

11.1.5 Ages of children and infants travelling must relate to the dates of travel.

## **12. Car rental**

12.1 The Customer listed as the driver of the vehicle must present a South African driver's licence along with an international driver's licence when renting a car overseas. The driver of the vehicle must have a valid credit card when collecting the car rental.

12.2 The Customer listed as the driver of the vehicle must present a South African driver's licence when collecting a domestic car rental and must also have a valid credit card to present at the time of collection.

12.3 The Customer agrees that any billback charges will be paid to TVIPTC within 7 (seven) days of invoice. The Customer furthermore confirm and agree that they are liable for any damage, traffic fines, accidents, toll fees and/ or other costs not covered by the waiver, incurred during the rental period. TVIPTC will not be liable to recover such costs from the driver of the vehicle.

## **13. Special Requirements:**

13.1 The Customer should liaise with their travel expert or, for online bookings call 081 520 3739, regarding any special requirements for travel including but not limited to; seating, meals, bassinets, room location or any other special requests. Special requirements and requests are never guaranteed and are confirmed by the Supplier. TVIPTC can submit special requests on your behalf however are not responsible for confirming these requests.

13.2 Seating may be requested prior to your departure however the airline reserves the right to amend their seating plan up until the time of departure. Generally, most airlines request payment for seating prior to departure.

13.3 Your travel itinerary will indicate the luggage allowances for your trip. Some airlines or low cost carriers include a zero luggage allowance and may charge a fee per bag. Please ensure you familiarise yourself with the luggage allowance for your entire trip.

## **14. Travel Destinations:**

By offering travel for sale to any destination, TVIPTC does not represent or warrant that travel to such points is advisable or without risk, and the Traveller indemnifies TVIPTC against any damages, losses, death or injury that may result from travel to such destinations. It is the customer's responsibility to familiarise themselves with the law of each country visited.

## **15. Health:**

15.1 The onus is on the Customer and / or Traveller to ensure compliance with any health requirements and recommended precautions relevant to travel, including but not limited to ensure that all necessary vaccination documentation is presented.

15.2 TVIPTC recommends that each Traveller consult their local doctor, travel medical service or specialist vaccination clinic before commencing travel.

15.3 Most vaccinations need to be administered prior to travel to be considered effective.

## **16. Frequent Flyer:**

16.1 The onus is on the Customer to advise the consultant when booking of the any frequent flyer membership details for inclusion in the booking.

16.2 TVIPTC cannot guarantee that the relevant Supplier will credit the Customer with points for any booking and the Customer should query its points balance with the Supplier no more than 6 (six) months after travel has been completed.

16.3 TVIPTC cannot confirm upgrade requests or guarantee an upgrade whereby a certain booking class is confirmed with the view of upgrading the ticket. Upgradable fare types are always subject to availability.

## **17. Confirming travel & schedule changes:**

17.1 The Customer should confirm scheduled travel times at least 24 (twenty-four) hours prior to departure by:

17.1.1 Completing an online check in;

17.1.2 Downloading the applicable division's mobile app and ensuring that push notifications are activated; and

17.1.3 Confirming scheduled travel times with their travel expert, account manager or with the Supplier directly.

## **18. Liquids, aerosols, gels and powders**

18.1 Strict regulations are in place with regards to the carrying of liquids, aerosol, gels and powders as hand luggage on international flights and is subject to the following:

18.1.1 You may only carry liquids, aerosols and gels in your hand luggage in containers that have a maximum capacity of 100 (one hundred) millilitres each;

18.1.2 You may carry several containers with liquid contents however the total capacity may not exceed 1 (one) litre;

18.1.3 All 100 (one hundred) millilitres containers not exceeding one litre must be packed in a re-sealable, transparent plastic bag;

18.1.4 All inorganic powders must be in containers of 350 millimetres (volume), 350 grams (weight) or less. The total volume of inorganic powders may not exceed 350 millimetres or 350 grams. There is no limit on the number of containers however the total weight may not exceed 350 millimetres or 350 grams.

18.1.5 It must be possible to open and re-seal the plastic bag and must be presented to security for inspection.

## **19. Tax**

19.1 The Customer or Traveller will be liable for any additional taxes levied by the relevant country or city visited including inter alia local city tax or departure tax.

19.2 It is the responsibility of the Customer to declare any personal items with the South African Revenue Services prior to departure.

## **20. Force Majeure**

20.1 For the purpose of these Terms and Conditions, a force majeure event means circumstances beyond the reasonable control of TVIPTC or any Supplier, affecting TVIPTC's ability to perform any of its obligations under these Terms and Conditions, including, but not necessarily be limited to, any of the following matters:

20.1.1 Strikes, terrorism, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, epidemic outbreak, confiscation or destruction or requisition by order of any government or any public authority or any other Act of State, including prevention or denial of trade, sanctions or closure of borders;

20.1.2 Denial of the use or unavailability of any railway, port, airport, shipping service or other means of public transport, other than due to default on the part of TVIPTC; and

20.1.3 Any other circumstances beyond the reasonable control and not within the reasonable expectation of TVIPTC.

20.2 If TVIPTC is prevented from or delayed in performing any of its obligations by circumstances beyond TVIPTC or the Supplier's control as set out in this clause 20, then it will notify the Customer or Traveller in writing (insofar as it is aware thereof) of the nature and expected duration of such circumstances and of the obligation, performance of which is delayed or prevented.

20.3 TVIPTC will, upon the occurring of the force majeure event, be excused from the performance or punctual performance, as the case may be, of its obligations, for so long as the circumstances or prevention or delay may continue.

20.4 TVIPTC will not be liable for any losses incurred as set out in this clause 20.

20.5 Should The Customer not be satisfied with the terms set out in this clause 20, TVIPTC will have the right to terminate any assistance to the Customer.

20.6 Refunds can be in the form of open tickets, vouchers or cash depending on relevant Supplier terms and conditions. Refund amounts are at the sole discretion of the relevant Supplier. The Supplier is not obliged to refund any transactions fees or dividends in the case of a Force Majeure as set out in clause 20.

20.7 TVIPTC is not obliged to refund any transaction fees or dividends in the case of a Force Majeure as set out in clause 20.

## **21. Feedback**

21.1 TVIPTC will only consider claims if the dissatisfaction with your travel booking has been brought to TVIPTC's attention within 96 hours of returning in order for TVIPTC to investigate the complaint efficiently and TVIPTC is provided with a fair opportunity to rectify the situation and mitigate any losses or damage. Any third party claims must be made directly with the Supplier of the product Stolen or lost luggage must be reported to the airline prior to leaving the airport.

21.2 TVIPTC is not responsible for death, personal injury, any damages or losses occurring through the provision and / or omission of a service and / or product from a Supplier. TVIPTC cannot guarantee the safety standards or satisfactory performance of any Supplier. Any travel booked is considered to be with your approval and consent to the Terms and Conditions.

## **22. Privacy Policy**

22.1 TVIPTC is committed to protecting your personal information.

22.2 TVIPTC and its Suppliers of travel and travel related products and services may disclose your personal information, to which disclosure you hereby consent as required by the POPI, to others where directly connected with facilitating your travel arrangements and bookings and the provision of travel service and products. For example, TVIPTC may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements.

22.3 At all times TVIPTC retains the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. TVIPTC may disclose aggregated information on an anonymous basis and without disclosing any personal information of the Customer, about users and use statistics relating to the site and aggregated information about TVIPTC's sales and trading patterns to others.

## **23. Legal Fees**

In the event that TVIPTC has to engage attorneys to enforce any of its rights in terms of these Terms and Conditions or otherwise, and in the event that TVIPTC is successful in the enforcement of such rights, the client will be liable for all legal fees at an attorney and own client scale.

## **24. Governing Law**

If any dispute arises between the Parties, the laws of South Africa will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of South Africa, subject to section 70 of the Consumer Protection Act.

## 25. **Sole record of agreement**

These Terms and Conditions constitute the sole record of the agreement between the Parties with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

## 26. **Amendments of these Terms and Conditions**

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Customer and a duly authorized representative of TVIPTC.

## 27. **Waivers**

No relaxation or indulgence which any TVIPTC may grant to the Customer shall constitute a waiver of the rights of TVIPTC and shall not preclude that TVIPTC from exercising any rights which may have arisen in the past or which might arise in future.

## 28. **Intellectual property rights**

All intellectual property owned by TVIPTC shall remain the sole and exclusive property of TVIPTC.

## 29. **Notices and Legal Process**

29.1 Each Party chooses its address for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from these Terms and Conditions ("**Chosen Address**"), as follows:

29.1.1 TVIPTC – Po Box 4, Southdowns, Centurion 0123.

29.1.2 The Customer – an address specified.

29.2 Any notice given or payment made by either Party to the other Party ("**Addressee**") which is delivered by hand between the hours of 08:30 am and 17:00 pm on any Business Day to the Addressee's Chosen Address for the time being shall be deemed to have been received by the Addressee at the time of delivery.

29.3 Any notice required or permitted under these Terms and Conditions is valid only if in writing.

29.4 Despite anything to the contrary in these Terms and Conditions, a written notice actually received by a Party, is an adequate notice to it even though not sent or delivered to its Chosen Address.

### **30. Severability**

30.1 If any provision of these Terms and Conditions shall be held illegal or unenforceable, such provision shall be deemed separate and divisible from and shall in no way affect or impair the validity or enforceability of, the remaining provisions.

### **31. Acceptance**

31.1 I acknowledge that I am 18 (eighteen) years of age or older and that I understand and have the legal capacity to enter into this contract and agree with the Terms and Conditions read. My decision to make travel arrangements through TVIPTC is not based solely on the advice given by TVIPTC and I hereby confirm that the travel arrangements were not made under duress.