

HOLIDAY TOURS



- TERMS AND CONDITIONS OF FAIR TRADING

CONTRACT - A contract will not exist between the Company and the passenger / s until such time as we have received a completed / signed copy of our standard Booking Form.

it's all about the experience

DEPOSITS / FULL PAYMENT - Unless otherwise specified, a non-refundable and non-transferable deposit of 20% (25% on certain products) of the total tour / travel price, per person, is payable within seven days of making a reservation. The balance of the total tour price due is payable not later than eight weeks prior to the departure, unless otherwise specified. The total amount due is payable immediately in respect of reservations received within eight weeks of departure. Provisional reservations will automatically be cancelled if the company has not received a signed Passenger Booking Form, together with the required deposit or full payment as applicable, within 7 working days of receiving the reservation request.

In addition to the required deposit for the land content, for reservations that include air tickets, we are required by the relevant airline to issue the air tickets within a specified time limit from the date the reservation is made and payment must be remitted to the airline on that date. Should payment not have been received we will be unable to issue such tickets and the airline will automatically cancel the flights. Please therefore refer to your confirmation for details regarding the ticketing time limits.

Holiday Tours will accept payment by credit card, bank issued cheque, travel agency cheque (IATA accredited agencies only) or cash. A signed and validated standard Credit Card Charge Form (CCCF) is the only recognised form of payment for credit cards. If the card is a foreign credit card then you will be required to supply various additional details. All payments are to be made out to Holiday Tours. Any charges made to a client's credit card (debits) whilst travelling abroad is the client's responsibility. Holiday Tours will not be liable nor accept responsibility for having these charges reversed or corrected upon return to South Africa.

CANCELLATIONS - In accordance with the policy followed by members of ASATA / SATOA, once a reservation request has been received in our office, it becomes liable for cancellation fees in accordance with the following scale, unless otherwise specified. Passengers who cancel their reservations more than 8 weeks prior to departure - forfeiture of full deposit paid. Passengers who cancel within:

8 Weeks prior to departure will forfeit 25% of total tour price,
6 Weeks prior to departure will forfeit 30% of total tour price,
4 Weeks prior to departure will forfeit 50% of total tour price,
3 Weeks prior to departure will forfeit 80% of total tour price,
2 Weeks prior to departure will forfeit 100% of total tour price.

These conditions will be strictly adhered to and cancellation insurance is therefore strongly recommended. In accordance with the standard procedure adopted by all tour operators worldwide, we reserve the right to cancel any tour / travel arrangements prior to departure, in which event the entire payment made will be refunded to the passenger without any further obligation on the part of the company.

All bookings are also subject to the terms and conditions specified by the individual suppliers of the services which the customer contracts for in terms of the booking. The Company will provide on request, the identity of the supplier and such supplier's terms and conditions may include, but are not limited to, provisions regarding their cancellation fees or amendment charges as applicable to confirmed reservations, refunds / no refunds for no-shows / unused services; late booking fees; baggage allowances; confirmation of flights, etc. In the case of airlines the general minimum cancellation fee applicable to tickets issued, is 25% (twenty five per cent); the typical baggage allowance is 20kg; extension of ticket validity is not permitted and the customer must reconfirm his / her flight within 72 hours prior to departure.

INSURANCE - Insurance is the passenger's responsibility and all passengers are strongly urged to take out travel insurance, covering personal accident, medical expenses, baggage and loss of deposit through cancellation and / or default of the individual principal service providers.

TOUR PRICES - All tour prices are based on the airfares, tariffs and rates of exchange prevailing at the time when those quotations were prepared. All tour / travel prices are therefore subject to change without prior notice due to unforeseen exchange rate fluctuations; tariff adjustments and / or accommodation / airfare increases / fuel surcharges / airport tax amendments, which may become effective up to and including the day that full payment is received in our offices.

Rates quoted on any offer, price insert, brochure, website, advertisement etc., are based on airfares (where included), hotel prices, land costs, cruise rates, rail fares, tour tariffs etc., and rates of exchange prevailing at the time. Holiday Tours therefore reserves the right to adjust all tour / travel prices at time of final payment in accordance with increases in airfares, hotel rates, airport tax tariffs, fuel surcharges or currency fluctuations etc. All information contained in the Holiday Tours brochures / itineraries / website and / or price inserts etc. are to the best of our knowledge and belief accurate at the time of publication, but Holiday Tours accepts no liability for any errors / inaccuracies that may occur.

NOT INCLUDED IN TOUR PRICE - The basic tour prices do not generally include the airport taxes (unless otherwise specified), local hotel tourism taxes & levies (where applicable), car rental contract levies (where applicable), costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements, meals / beverages and other items of a personal nature, unless actually specified to the contrary in the itinerary / tour program / relevant documentation.

OVERBOOKINGS - We undertake to inform you without delay if we are obliged to cancel your reservation for any unforeseen reason and we will offer you an alternative of a comparable standard subject to availability, or a full refund of the deposit paid within 21 days. We will take all reasonable steps to ensure that your accommodation as booked is available on your arrival at the destination. However if we become aware of an overbooking situation prior to the time of your departure we will inform you and offer you an alternative of similar standard (if available), or a full refund of the payment made to us. If we are not unaware of the overbooking at the time of your departure then we will arrange appropriate compensation if the alternative accommodation provided by the supplier is not similar to the standard of the accommodation originally booked.

TOUR ITINERARIES - Tour itineraries / travel arrangements may be subject to alteration where necessary according to local conditions en route, without prior notice. Due to various prevailing / unforeseen circumstances, tours are not always able to follow the provisional / suggested routing as set out in the tour brochure or published itinerary. Information contained therein should therefore be regarded as a basic guide only. While it is possible for the passenger to break away from planned holiday itineraries after departure it is understood that extra expenses incurred as a result of such a breakaway will be for the passenger's account and any unused service cannot be refunded. Amendments and cancellations en route must be made with our operators directly.

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While every effort is made to keep to all pre-confirmed itineraries, we reserve the right to make changes for your convenience. As we plan arrangements in advance; do not own or control the airlines, hotels and /or other supplier companies who will provide passenger holiday components, changes and even cancellations may occasionally become necessary. In the event that the hotel accommodation, excursion, service, flight, cruise, rail journey etc. has been properly confirmed by Holiday Tours but subsequently becomes unavailable for any reason whatsoever, Holiday Tours do not accept any liability for such unforeseen circumstances. Air transportation will be economy class unless otherwise specified. No refund will be considered for any unused services irrespective of whether they form part of the basic inclusive tour price or whether they are in respect of pre-booked optional arrangements.

AMENDMENT FEE - An amendment fee of R250 plus VAT, per party, per amendment, will be charged. Domestic travel bookings will be subject to a R75 plus VAT charge

LATE BOOKINGS - A minimum late booking fee of R200 plus VAT, per booking, will be charged in respect of all reservations received within five working days of the departure date in order to cover urgent communication / administration expenses.

DOCUMENTATION - It is the personal responsibility of each passenger to ensure that they are in possession of the correct documentation prior to departure. The company shall not accept responsibility or liability 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.

RECONFIRMATIONS - Passengers are reminded about the importance of reconfirming their onward / return flight reservations, on arrival of each destination. Failure to do so may result in cancellation of reservations by the airline.

UPGRADES / FREQUENT FLYER MILES - As we sell discounted wholesale airfares; frequent flyer upgrades and the accrual of frequent flyer miles/points are not available on any of our packaged holidays.

PASSPORTS, VISAS, VACCINATIONS AND INOCULATIONS - The responsibility to obtain proper, current and valid passports, visas, vaccinations, inoculations and the like as and where required, is that of the customer alone. The Company shall not be responsible or liable for any consequence of any nature arising from the customer failing to ensure that he / she has complied with all such requirements. The Customer must ensure that their passport is valid for at least six months beyond the end of the travel period. South African residents traveling on a foreign passport must ensure that they have correct documentation from Home Affairs for re-entry to the country. Holiday Tours bears no responsibility for incorrect passport or immigration documentation.

RESPONSIBILITY AND LIABILITY - Holiday Tours act as agents only for local and international ground operators, airlines, cruise companies, rail operators, car rental companies, hotels etc and consequently accepts no liability whatsoever for any loss, damage, injury, accident, delay or any other irregularity howsoever occasioned by any principal supplier. Holiday Tours makes every effort to ensure that all the arrangements and services connected with a passenger's itinerary will be carried out as specified by the supplier in an efficient and effective way. However we do not have direct control over the provision of services by suppliers and whilst they are in all cases carefully selected with great care, we do not accept liability for error and omissions of such suppliers. Please be aware that hotels undergo renovations for time to time. Hotels generally take all possible steps to limit disruption and inconvenience to their guests when that occurs. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work in advance by the hotel information will be passed on to the passenger but it is important to understand that this is subject to change and that we may not always be notified.

CONTRACT RATES - In accordance with standard industry practice, most of our foreign hotel rates, airport transfer services and other tour / travel / cruise / transport arrangements etc. are contracted for 12 months in advance, on an annual basis. In most instances the seasonal net tariffs applicable to high volume producing wholesalers generally represent savings over the normal public rack rates that would ordinarily be applicable to individual members of the public. There may however be times where certain travel / accommodation suppliers advertise / offer short term discounted 'special offer' rates which are essentially intended for their own domestic home markets. In such instances those rates may undercut our confirmed advance booking / contracted prepaid international annually contracted market rates. When individual suppliers exercise their inherent right to adopt any short-term tactical discounting policy due to unforeseen distressed inventory, it is generally as a result of a sudden downturn in the normal anticipated booking trends, or as a means to counter offers made by competitors during depressed market conditions. This sometimes has the effect of causing a temporary 'price war' in the local market, amongst competing suppliers and tour operators. In signing this booking form, passengers acknowledge that our rates are contracted for in advance on an annual basis and that once accepted, situations as explained above may occur. Accordingly we cannot be held liable for any price discrepancy that may arise between the contracted tariffs we offer for the advance booking services we provide, and any possible short term lower market rate tariff differentials that may be available to direct customers of the accommodation / service suppliers from time to time.

STANDARD TRADING CONDITIONS - All companies and divisions of the Holiday Holdings International Travel Group (including Holiday Travel / Holiday Tours / Go Australia / Holiday Aviation / Holiday Leisure Marketing and Discover the World Marketing), act only as booking agents only on behalf of local and international principal suppliers of accommodation, transportation, cruise, rail, and other general travel related services. Whilst every effort is always made to ensure that our preferred suppliers fulfill their obligations to our clients in a satisfactory manner, Holiday Holdings and their associated companies shall not be liable for any injury, damage, loss, accident, delay or any other irregularity that may be occasioned by any defect in any vehicle, or other form of conveyance, or by error or default of any company or person engaged in carrying out the tour / travel arrangements, conveying the passengers, or otherwise in connection herewith. We subscribe to the general policy adopted by members of SATOA (South African Tour Operators Association) and accordingly companies in the Holiday Holdings Group do not accept responsibility or liability for the financial default of any service provider, which may result in the non-performance of obligations to the passenger in respect of pre-paid travel arrangements organized through any Holiday Holdings company or associate, acting in their capacity as booking agents on behalf of such principal suppliers.

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Holiday House
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Randburg
2125

Holiday Tours, a Division of Holiday Holdings International (Pty) Ltd shall be entitled at its option to institute any legal proceedings arising out of or in connection with this contract in any Magistrate's Court having jurisdiction in terms of Section 29 of the Magistrate's Court Act No 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

HH / Head Office / Ref: 00786

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