

Terms & Conditions

**Boland Travel Paarl (Pty) Ltd., Ou Tuin Centre, Cnr Breda & vd Lingen Streets, Paarl 7646
PO Box 364, Paarl, 7620, South Africa**

Boland Travel Paarl (Pty) Ltd trading as XL Boland Travel carry on business under the regulations of the Association of South African Travel Agents (ASATA).

Liability

WE represent airlines, tour operators, service suppliers and other travel organizations as agents only, whether this is a specified itinerary out of a brochure or a tailored quote. **WE** will transmit any such booking to the supplier concerned and endeavor to secure timeously all reservations and arrangements.

All vouchers, receipts and tickets are issued subject to the terms and conditions specified by the suppliers and, by accepting the vouchers and tickets and/or utilizing their services any person participating in any of these tours or packages become contractually bound to the supplier thereof;

Neither **US** 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 whatsoever and **YOU** hereby indemnify **US** accordingly. **WE** do not accept liability for any actions, errors or omissions on the part of any principal or third party and/or their agents, which may be prejudicial to **YOU** or result in loss in any way or form whatsoever.

Bookings, Change of Arrangements, Routes and Prices

"The booking" or "the reservation" refers to part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of a client with principals and parties for whom **WE** act as agent, but excludes services of a peripheral nature.

Any booking made by **US** constitutes a form of contract between **YOU** and the parties referred to in the above clauses and is consequently subject to the terms of **OUR** and such other parties' conditions of agreement.

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 **OUR** control, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc.) will be for **YOUR** account;

In the event that any hotel is unable to provide the accommodation confirmed to **YOU**, **OUR** policy is always to offer **YOU** an alternative hotel of similar classification, or better wherever possible such hotel will be located in the same location.

Whilst every effort is made to keep to published itineraries, **WE** reserve the right to make changes as are deemed necessary. In some cases, conditions such as weather conditions, technical difficulties, strikes and communication breakdowns, may necessitate an alteration to the tour itinerary and this does not constitute any ground for a refund;

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 **US** – part or all hereof may be non-refundable. The deposit constitutes part of the booking conditions and **WE** reserve the right to cancel any booking without prejudice, in the event of a deposit or part thereof not being reserved; timeously.

The booking price quoted to **YOU** is based on fares, hotel prices, land costs and other relevant costs ruling at the date of **OUR** proposal. In the event of there being any increase in any of the foregoing costs prior to the commencement date of any travel arrangements, such variation shall be for **YOUR** account on request from **US**, as shall any increase in the booking price arising from fluctuation in rates of exchange.

Payment and additional charges

Final payment for any booking must be made at least six weeks prior to departure, unless specific arrangements have been made with **US** and such arrangements confirmed by **US** in writing.

Final payment is based on the quoted and confirmed price, less any deposit paid, plus any Additional costs that may have been incurred;

Aside from passport, visa and other peripheral service fees (additional fees), **WE** reserve the right to claim late booking charges, communication, consultation, administration and amendment fees where applicable.

Interest at 2% per annum above the current prime bank overdraft rate will automatically be applied to all overdue amounts;

Insurance

Assistance to obtain travel insurance in terms of Section 22 of the Tourism Act, 1993, is available on request;

Insurance against cancellation, illness and for loss of baggage is highly recommended. Passengers undertake all activities associated with itinerary at their own risk and are responsible for their own insurance. All insurance affected by **US** 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. Should the insurers dispute their liability for any reason, **YOU** will have recourse against the Insurers only and **WE** will not be under any responsibility or liability whatsoever in relation thereto.

WE will not be responsible should **YOU** fail to take adequate insurance cover;

Peripheral Requirements

We will endeavour to assist **YOU** in obtaining 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 principals and other parties for whom **WE** act as agents and referred to as "the booking" or "the reservation". Due to the constant changing nature of such peripheral requirements and services, **WE** cannot be held liable for ensuring that these requirements and services are provided correctly or timeously or at all, nor for the accuracy of any information or any lack of information relating to such requirements and/or services.

Cancellation

We undertake to endeavour to provide the services required by **YOU** the customer, but in the event of cancellation of the booking, partially or in full, by the client, **WE** reserve the right to claim the service, administration, communication and cancellation charges which will inter ail depend on the charges **WE** receive from suppliers;

Failure to cancel timeously and in writing will result in the total travel arrangements costs being payable/forfeited (i.e. 100% cancellation fees)

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 **US** and any variation and/or extension thereof shall not be valid unless agreed to by both parties in writing.

I HAVE READ, FULLY UNDERSTAND AND ACCEPT THE ABOVE

Signature on behalf of participants
Duly authorized.

Date

Marianne Strydom

Director – Boland Travel Paarl (Pty) Ltd