

## TERMS AND CONDITIONS - BEACHCOMBER TOURS

Beachcomber Marketing (Pty) Ltd trading as Beachcomber Tours (herein called 'the Company').

### 1. Package price

Package prices quoted are based on prevailing air fares, fuel surcharges, airport taxes, hotel prices, land costs and rates of exchange. The Company reserves the right to adjust package prices in accordance with increases as well as any seasonal adjustments and currency fluctuations.

### 2. Hotels

Once hotel reservations have been confirmed, the Company reserves the right to substitute hotels with others of a similar or higher category at no additional cost to the client, even after departure from South Africa. Hotels reserve the right to close restaurants and facilities due to operational reasons and seasonality, without prior notice. All facilities and amenities are subject to change at any hotel without prior notice. Certain sports and facilities mentioned are at an additional charge.

### 3. Hotel, land supplementary and airline special requests

The Company will endeavour to comply with special requests; however the Company cannot guarantee that these requests will be met. No request can be implemented unless stated in writing to the Company.

### 4. Not included in package prices

Group and FIT (free independent traveller) inclusions differ. Package prices quoted do not include airport taxes and fuel surcharges and these costs are listed separately. Any additional surcharges levied by the airlines, costs of obtaining visas, re-entry permits, passports or any other travel related documentation, telephone calls, laundry, entertainment arrangements not shown in the brochure, meals, beverages and excursions (unless specified), or any other item of a personal nature, are not included in the package. Package inclusions are strictly as per the final confirmation and it is the clients' duty to familiarise themselves with such confirmation before departure.

### 5. Reservations

On confirmation of the booking, please complete and sign the booking form. A non-refundable deposit of between 20% and 40% of the total package price is payable within 72 hours of confirmation of the reservation. In addition, the total cost of air tickets, airport taxes and fuel levies, must be paid by the due date stipulated by the airline. The balance owing on the invoice must be paid eight weeks prior to departure or, alternatively, as per the date stated on the confirmation. The Company reserves the right to cancel any reservation for which the total package price has not been paid by due date, in which event the deposit will be forfeited to the Company. The Company guarantees the price of land arrangements once full payment is received, except where subsequent increases are beyond the control of the Company. Airfares, airport taxes and fuel surcharges are subject to the prices, ticket time limits and conditions quoted by the airlines and cannot be guaranteed by the Company. The Company is an intermediary and acts on behalf of its principals and cannot be held liable for any increases, cancellations or changes effected by these principals. These principals have their own terms and conditions which will apply to the client and such conditions will prevail.

### 6. Method of payment

The Company will accept payment for all arrangements in cash; electronic funds transfer (EFT) or credit card. For payment by credit card the Company offers an online credit card payment facility to Visa, MasterCard, American Express and Diners credit card holders via a 3D secured site. Certain international cards are not compatible with this site.

### 7. Cancellations and curtailment

#### Land arrangements

In the event of the client cancelling a reservation for any reason, such cancellation must be made in writing and in such instances cancellation charges plus 15% VAT will be levied in accordance with the maximum charges that can be imposed. From time of booking up to eight weeks prior to departure, the deposit is forfeited. Cancellation fees for Villa bookings and travel during peak periods, being Christmas, New Year and Easter but not limited to these periods only, will be more stringent. Cancellation fees as per below:

8 weeks prior:	25% of total package price
6 weeks prior:	40% of total package price
4 weeks prior:	50% of total package price
3 weeks prior:	80% of total package price
2 weeks prior:	100% of total package price

#### Air arrangements

Cancellation fees apply to air tickets, and selected airport taxes and fuel surcharges once air tickets are issued. The cancellation fees vary from 25% to 100% dependent on the air ticket issued, plus 15% VAT. Many airline offers are accompanied by strict terms and conditions. Airlines are non-negotiable post ticket issuance.

### 8. Amendment and administration fees

Amendments to confirmed land reservations will be processed at a fee of R150 (including VAT) per person for each alteration made to the booking after the initial reservation is made. If notice of amendments is received within eight weeks of departure, cancellation fees as per point 7 may be levied. Administration charges will be levied on all documentation/vouchers submitted for re-issue or refund. Changes to air tickets, once they have been issued, constitute an amendment fee if the airline permits such a condition together with an administration fee. Guaranteed departures and most discounted airfares may not be amended once payment is received.

### 9. Refunds and unused services

No refunds will be made for no-shows (clients who have booked and paid for services for a specific date and do not show or amend within 24 hours of departure date), or any unused services irrespective of whether they form part of the basic inclusive package price, or whether they are in respect of pre-booked optional arrangements.

### 10. Delays

The Company does not hold itself responsible for any delays prior to departure nor during travel to any hotel/resort mentioned in this brochure whether brought about by technical difficulties, strikes, political unrest, weather conditions, force majeure, airline schedule or time changes, re-scheduling or any other circumstances whatsoever, whether foreseen or unforeseen. The Company will, however, endeavour but will not be obliged to assist clients during these periods and it is understood that any expenses relating to these unscheduled extensions (e.g. hotels, meals, beverages, airfares, telephone calls, etc.) will be for the client's account.

### 11. Travel documents

Documentation is only prepared on receipt of a signed booking form and travel declaration

and full and final payment has been cleared through the Company's bank account. As per IATA (International Air Transport Association) ruling, all names that are reflected on air tickets must be the same as the client's passport. All clients will be personally and solely responsible for ensuring that they are in possession of the correct documentation prior to their departure.

### 12. Itinerary alterations

The Company reserves the right to cancel the client's travel arrangements prior to departure, in which event the entire package price paid by the client will be refunded without prejudice and any further obligation on the part of the Company. While every effort is made to keep to all itineraries, the Company reserves the right to make any changes for the client's convenience. The duration of the travel package may have to be extended or curtailed owing to unforeseen changes in transport schedules. Any resultant expense will be borne by the client, and any saving refunded.

### 13. Special offers

Special offers booked by Beachcomber Tours South Africa are offered to the South African and African markets only and offers may not be combinable with any other markets.

### 14. Passports, visas, vaccinations, inoculations, re-entry permits and unabridged birth certificates

The responsibility to obtain correct, current and valid passports and passport requirements, visas, vaccinations, inoculations and re-entry permits where required, is that of the client alone. Clients travelling with children under 18 years old must be familiar with the SA Immigration Regulations that came into effect on 01 June 2015. The Company will not be held responsible or liable for any consequence of any nature arising from the client failing to ensure that he/she has complied with all such requirements.

### 15. Insurance

Travel insurance is essential. We strongly advise clients to at least take out travel insurance against cancellation, curtailment, illness, loss of baggage, personal accident, personal liability and default at the time of booking among other possibilities. Insurance policies must always cover full vacation periods.

### 16. Liabilities

The Company makes every effort to ensure that all arrangements and services connected with your travel arrangements will be carried out as specified in the most efficient and effective way possible. However, being intermediaries, we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for error and omissions of such suppliers. It is the client's responsibility to satisfy themselves with any local laws, terms and conditions and applicable insurance options, if any, for any facilities used or hired.

### 17. Responsibility

The Company acts as an agent only in producing and booking the various travel arrangements featured in this brochure, and on condition that it shall not be liable for any loss, damage, injury, accident, delay or any other irregularity that may be occasioned by the hotel and any defect in any vehicle, or other form of conveyance, or by error or default of any company or person engaged in conveying clients, carrying out the arrangements of travel, or otherwise in connection therewith.

### 18. Airline responsibility

The airline concerned is not to be held responsible for any act, omission or event during the time the clients are not aboard its aircraft. The client ticket in use by the airline, when issued, shall constitute the sole contract between the airline and the client. E-tickets (electronic air tickets) do not carry the terms and conditions but should a client require these, the contracts may be found on the website of each airline.

### 19. Airline information: luggage/seating/special requests/sequence of air tickets

Please refer to the relevant airline for baggage allowance and restrictions. Clients are reminded that they are responsible for reconfirmation of flights more than 72 hours prior to departure and to ensure that the airline has had no schedule or time changes. Failure to do so may result in the cancellation of a flight reservation by the airline. Airlines will do all possible to satisfy seat requests. Seating is not guaranteed due to operational and safety requirements. A fee is charged for selected seats and booking classes. Any medical and wheelchair requests must be confirmed by the airline prior to the airline ticket being issued. Air ticket itineraries consisting of more than one flight sector may not be used out of sequence or to 'skip' one flight sector, as this will void the entire balance of the journey/itinerary.

### 20. Airline overbooking

The Company is not responsible for overbooking by airlines resulting in clients being denied boarding. It is the airline's responsibility to re-route clients on alternative routes at the airline's expense, provided clients check in on time.

### 21. Transportation by road

Clients need to advise the Company in writing should upgraded transfers be required due to additional baggage or sporting equipment being transported. Upgraded transfers will be at an additional cost to the client. Standard transfers cannot accommodate infant/baby or booster seats. If these seats are required, the request must be made in writing to the Company and private transfers will be booked at additional costs to the client. The Company must be advised if clients are arriving with car seats.

### 22. Luggage

Each provider permits different baggage and sporting allowances. It is the client's responsibility to ensure that their baggage and sporting allowance falls into the provider's acceptance policy. The Company will not be responsible for any additional costs incurred if these requirements are not met.

### 23. Car hire

If clients intend to drive a rental car, a valid South African driver's license is accepted; alternatively an International Driver's License is required. Drivers must be 21 years old in order to hire a car. The car hire terms and conditions shall constitute the sole contract between the car hire company and the client.

### 24. General information

The Company cannot be held responsible for any charges that appear on a client's credit card, nor accept responsibility for having any of these charges reversed or corrected upon the client's return to South Africa.

### 25. Travel declarations

The Company requires that all foreign payments that are made on behalf of the client must be deducted from the client's foreign exchange allowance. A currency declaration to this effect must be lodged before final documentation can be released.

### 26. ASATA

Beachcomber Tours is a registered member of ASATA (Association of Southern African Travel Agents).

### 27. Law of governance

These Terms and Conditions shall be governed by the laws and the jurisdiction of the courts of the Republic of South Africa.