



Terms and Conditions

HOLIDAY PACKAGES STANDARD TERMS AND CONDITIONS (STC)

Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between you and Silver Peach Marketing (PTY) Ltd ("Holiday Packages"). We act as booking agents for the suppliers of the component parts of the holiday we organize, and as such, bookings for their services will form a direct contract between you and the relevant supplier, and will be subject to that supplier's standard terms and conditions.

Preamble Silver Peach Marketing (PTY) Ltd, Registration Number 2004/01013109/07 ("Holiday Packages") provides clients (you/your) with travel and/or other services on behalf of principals

1. Responsibility - Holiday Packages act as agents only for local and international ground operators and airlines and accordingly accepts no liability whatsoever for any loss, damage, injury, accident, delay, or any other irregularity howsoever arising. Holiday Packages makes every effort to ensure that all the arrangements and services connected with a passenger's itinerary will be carried out as specified in the most efficient and effective way possible. However, 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 errors and omissions of such suppliers. The contract in use by such suppliers (which is often constituted by the ticket Issued by the Principal), shall constitute the sole contract between the supplier and the client and any right of recourse the client may have, will be solely against the supplier.

2. Bookings - Bookings, save for late bookings as referred to hereunder, are confirmed on the condition that a non-refundable deposit, of a minimum of 25% of the total land price together with full payment in respect of the airfare, is paid to Holiday Packages within 48 hours of confirmation of your bookings. You will be advised at the time of booking what payment is required for your particular arrangements. The balance of the cost of your travel arrangements must be paid no less than eight weeks prior to departure. If your booking is made within 8 weeks of departure, the total cost of your travel arrangements must be paid at the time of booking. Please note: **FAILURE TO PAY ON TIME WILL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING**

3. Late Booking Fee & Communication Expenses - In the event of a booking being made less than 7 days prior to the date of departure, Holiday Packages reserves the right to charge for any extra communication expenses. Full payment is due immediately on confirmation and is non-refundable on all late bookings. Some bookings require full payment at the time of booking i.e. prior to confirmation. If we are unable to secure confirmation you will be refunded in full.

4. Price Changes - The costs associated with travel arrangements are not always stable, and currency movements can fluctuate sharply. It is impossible to predict these movements in advance. When you book a package through us, we reserve the right to pass on any surcharges to you. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel and security charges, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates applied to the particular package. Peak season surcharges and block out dates may apply. Airfares are subject to the prices and conditions quoted by the particular airlines and cannot be guaranteed by Holiday Packages. The onus is on the agent & the passenger to check that there have been no changes in these prices before making final payment thereof. Should the client make a group reservation & subsequently the group numbers deviate from the minimum number required for the booking, Holiday Packages reserves the right to re-cost the price and raise a surcharge. Should any client refuse to accept and pay such surcharge, it may result in cancellation of the booking and forfeiture of all payments made. Holiday Packages guarantees the price of land arrangements, only once full payment is received.

5. Substitution - Holiday Packages or their agents and associated companies reserve the right to substitute hotels booked with a similar category or upgrade to a higher category at no extra cost to the passenger. Hotels reserve the right to close facilities due to operational requirements without prior notice. Services and facilities at hotels may change without notice.

6. Itinerary Alterations - While every effort is made to keep to all itineraries, Holiday Packages reserves the right to cancel any tour/travel arrangements prior to departure, in which event the entire payment will be refunded by Holiday Packages as full and final settlement of all further liability of whatsoever nature, howsoever arising, which may arise as a result of such cancellation. 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 passenger.

7. Travel Delays - Holiday Packages does not hold itself responsible for any delays prior to departure, or during the course of its tours, brought about by technical difficulties, strikes, weather conditions or any other unforeseen circumstances which are beyond its control. It is understood that any expenses relating to these unscheduled extensions (e.g. hotels, meals, airfares, telephone calls, etc.) will be for the passengers' account. Losses due to travel delays may not be refundable however, we will always use our best endeavour to negotiate refunds on behalf of passengers.

8. Force Majeur (superior force) - Holiday Packages does not accept liability or pay you compensation where the performance of our contractual obligations is affected by "force majeure" (included but not limited to war, threat of war, riot, civil or political unrest, industrial dispute, terrorist activity, natural or nuclear disasters, fire, adverse weather conditions, closure of ports or airports, air traffic control delays, technical problems, circumstances amounting to "force majeure". Holiday Packages will always use its best endeavours to assist passengers where necessary and or possible.



9. Unused Services - No refunds will be considered for any unused services irrespective of whether they form part of the basic package, or whether they are in respect of pre-booked optional arrangements. No refunds can be considered on partially unused hotel accommodation, flights or car rentals.

10. Special Requests - Should you have any special requests these should be conveyed to us at the time of booking. AfricaStay will endeavour to comply with special requests however Holiday Packages cannot guarantee that these special requests will be met.

11. Travel Insurance - Travel insurance is essential. We strongly advise passengers to take out travel insurance against cancellation, curtailment, illness, loss of baggage, personal accident, personal liability and default at the time of booking.

12. Amendments to Airline Tickets - Once tickets have been issued; a cancellation fee will be levied by the airline in question (this fee varies from airline to airline and can range from 25% up to 100% of the fare paid plus VAT) should any changes be requested. Such changes specifically include, but are not necessarily limited to, any changes which are required to be effected due to the incorrect spelling of a passenger's name, change to travel dates or routing. In some cases, once issued, any changes will result in a 100% cancellation fee. Airlines are non-negotiable to changes post ticket issuance.

13. Flight and Other Travel Timings - Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of passengers to check-in on time. There is no guarantee that flights, ferries, ships, trains or coaches 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 any schedule alterations.

14. Flight Reconfirmation - It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys once leaving South Africa and Holiday Packages hereby specifically excludes any liability for any delay and/or loss as a result of your failure to reconfirm any flight and/or connecting flight.

15. Documents - Documents (vouchers, itineraries, etc.) are only prepared on receipt of full payment of the package price, and signed & completed Booking Form, and will be ready 48 hours after payment has been received. It is important that you check all details of your travel documents (including your itinerary) before leaving South Africa. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact your travel agent immediately. Holiday Packages will not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof and you have left South Africa.

16. Changes by You - If you wish to make a change to your booking we will endeavour to assist you to make the change wherever this is possible. You will have to pay all charges, whatever kind, imposed by the suppliers providing that component part of your travel arrangements when amending a booking any time prior to departure. Fares will be re-quoted at the time of amendment. After departure it is understood that extra expenses incurred as a result of any change will be for the passenger's account, and any unused service will not be refunded. Amendments and cancellations en route must be made with our operators directly.

17. Cancellations and Curtailment - If you wish to cancel your booking you must advise Holiday Packages or your agent immediately. You will be liable to pay the following cancellation charges:

1. Where your booking includes a special fare, the relevant charges are levied by the airline. In some circumstances this may be 100% of the total fare, regardless of when cancellation is effected;
2. Where your booking is for a package, you will be responsible for all cancellation charges, of whatsoever nature, imposed by the suppliers providing the component parts of such travel arrangements.
3. Holiday Packages charges a cancellation fee equal to 10% of the package price on any finalized booking. However, Holiday Packages reserves the right to charge a cancellation fee of up to 100% of the total package, in its sole discretion, in particular circumstances. Any monies, which you have already paid to us, will be taken by us as payment or part payment of any cancellation charges.

18. Air tickets - Cancellation fees apply once air tickets are issued. The cancellation fees range between 25% up to 100% (plus VAT) of the total airfare paid, dependent on the class of travel and the airline concerned. During high/peak periods - once issued, tickets cannot be changed and are non-refundable. Airlines are non-negotiable to changes post ticket issuance. Passengers are reminded that they are responsible for reconfirmation of flights and flight times at least 72 hours prior to departure to ensure the airline has had no schedule or time changes. Failure to reconfirm flights with the airline concerned could lead to the cancellation of the flight reservation. Holiday Packages is not responsible for the overbooking by airlines resulting in passengers being denied boarding. Providing passengers adhere to check in time, it is the airlines responsibility to reroute or rebook flights.



19. Amendments - An amendment fee of R300 will be charged for each amendment made to a fully confirmed reservation. This amendment fee excludes the applicable airline reissue/cancellation fee (applicable if tickets have already been issued). Amendments made within 6 weeks of departure, in the case of passengers travelling outside of peak season, and within 12 weeks of departure, in the case of passengers travelling during peak season, will attract the applicable cancellation fees in addition to this amendment fee.

20. Late Booking Fee - A late booking fee of R500 will be charged for requests received within 7 days of departure. Once confirmed these bookings will carry the cancellation fees as set out above. Due to the policies of our suppliers we require full payment before we can request availability for bookings made within 10 days of departure.

21. Complaints:

1. In the event that you have any reason to complain, or experience any problems with your holiday whilst away, you must immediately inform the supplier of the services in question.
2. If you are still dissatisfied, you must notify Holiday Packages immediately to enable us to resolve the problem. Failure to give us the opportunity to resolve any problem at the time it occurs may result in either a reduction, or complete extinction, of any rights which you may have to claim compensation.
3. If you remain dissatisfied, contact the Customer Services Manager within 28 days of the unsatisfactory service, giving your booking reference and full details of your complaint on email: sales@aficastay.com
4. Whilst every effort will be made to resolve your complaint to your satisfaction, it is specifically recorded that Holiday Packages in no way accepts liability for any claim.

22. Passports, Visas and Health - It is entirely the clients duty to ensure that all passports & visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, where required, have been obtained. Passports must be valid for 6 months after return to South Africa. Please check the requirements with AfricaStay or with your travel agent before travelling. Holiday Packages will endeavour to assist the client but such assistance will be at Holiday Packages discretion and the client acknowledges that in doing so, Holiday Packages is not assuming any obligation or liability and the client indemnifies Holiday Packages against any consequences of non-compliance. It is the client's duty to familiarize him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements. The client must ensure that the details supplied to Holiday Packages mirror those details shown on their passport for international travel and ID documents for local travel.

23. General Information:

1. Taxes: Holiday Packages will advise you of all mandatory taxes, which you must pay before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when you reconfirm your flight details.
2. Special requests: We can pass on any special requests that you may wish to make at the time of booking, but acceptance of such requests is at the discretion of the airline or other supplier and in no circumstances are special requests guaranteed. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your confirmation invoice or any other documentation, is not confirmation that the request will be met..
3. Medical Problems: If you or any member of your party has any medical problem or disability which may affect your holiday, you need to give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation. We reserve the right to cancel the reservation should we become aware of any such medical problem or disability which has not been disclosed.
4. Renovations: Hotels undergo renovations from time to time and take all possible steps to limit disruption to their guests. 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, dates may be provided. It is important to remember that these are subject to change and we are not always notified..
5. Charges to your credit card: Any charges made to your credit card whilst away are your responsibility. Holiday Packages will not be responsible, nor accept responsibility for having these charges reversed or corrected upon return to South Africa.
6. Drivers Licence: Even if you have obtained an international drivers licence, please take your national driver's licence with you.
7. Confidentiality: Subject to statutory constraints or compliance with an order of court, Holiday Packages undertakes to deal with all client information of a personal nature on a strictly confidential basis.

24. Jurisdiction of the Magistrate's Court - Holiday Packages, a Division of Silver Peach Marketing 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.



25. Legal - This document together with Holiday Packages' standard Holiday Packages invoice / itinerary constitutes the sole record of the agreement between the parties. No party shall be bound by any representation, warranty, and promise of the like not recorded herein. Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Holiday Packages or otherwise that is not included herein. No addition to the Holiday Packages standard booking conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties. All costs and disbursements, including legal costs on the attorney and client scale incurred by Holiday Packages in recovering any damages and payments payable by the passenger to Holiday Packages shall be for the passengers' account. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa. The passenger hereby consents to the jurisdiction of the Magistrates Court having jurisdiction over its person in respect of all proceedings in connection with this agreement.

26. The Client and 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 (collectively referred to as "the Client")