



## TERMS AND CONDITIONS

Vacation Centre ("VC") is a provider of travel services and products. Our purpose is to deliver amazing travel experiences to our valued customers.

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions.

### 1. **Payment:**

1.1. VC accepts the following methods of payment:

- 1.1.1. Cash;
- 1.1.2. Credit and / or debit cards, on confirmation
- 1.1.3. Secure Online payment by credit card via a credit card link
- 1.1.4. Electronic fund transfer
- 1.1.5. Credit facility – only available to corporate customers and subject to prior approval.

1.2. VC will not proceed with any booking until payment reflects in VC's account. 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 VC's account.

1.3. Should the services or product no longer be available due to clause 1.2, all funds received will be refunded to the customer.

### 2. **Price and availability:**

2.1. All prices are quoted in South African Rand.

2.2. The following commercial conditions shall apply to quotations and supplies of services and product:

#### 2.2.1. **Price variation:**

If the rate(s) of exchange ("ROE") are applicable, the ROE on the day of quotation will apply. Should the ROE increase at the date of payment reflecting in VC's account, such increase will be for the customer's account and payable in addition to the total price quoted.

#### 2.2.2. **General:**

All quotations are subject to availability from third party suppliers. Should the product range no longer be available, another product will be quoted at an updated price.

### 3. **Cancellation or changes:**

3.1. VC has to be notified of all cancellations or changes in writing.

- 3.2. The customer will be liable for cancellation penalties in the event that travel arrangements are cancelled by the customer.
- 3.3. Cancellation penalties can amount to the full purchase price subject to amongst others when the travel arrangements are cancelled, the supplier's cancellation policy and the fare rules.

#### **4. Refunds:**

- 4.1. VC will endeavour to process all refunds by airlines within twenty four hours with the exception of the following refunds:
  - 4.1.1. Tickets which have been taken over by the airline due to amongst others upgrades, downgrades, schedule changes, reissued tickets and expired tickets;
  - 4.1.2. Any ticket submitted with supporting documentation for a refund due to an event as stipulated in the Consumer Protection Act 68 of 2008.
- 4.2. The refunds stipulated in 4.1.1 and 4.1.2 can take up to twelve weeks to process or will go according to the Airline's timeframes.
- 4.3. VC will charge a service fee for any refunds collected.

#### **5. Agency and third party suppliers:**

- 5.1. VC acts as an agent for, and sell various travel related products as agent on behalf of numerous transport, accommodation and other service providers such as airlines, coach, rail and cruise line operators, as well as all of our wholesalers. VC's obligation to the customer is to (and the customer expressly authorise VC to) make travel bookings as the customer's agent on the customer's behalf and to arrange relevant contracts between you and travel service providers.
- 5.2. VC exercises care in the selection of reputable service providers, but has no control over, or liability for, the services provided by third parties. All enquiries and business conducted with third party suppliers are subject to the supplier's terms and conditions. A copy which is attached hereto or can be found on the relevant supplier's website. The customer by its signature hereto or electronic acceptance hereof is deemed to have read, understood and agreed to be bound by the terms and conditions. If any enquirer or person engaging in a transaction or contemplating to engage to do so has any misapprehension about such transaction or the implications thereof, such enquirer or person must contact the supplier in person, telephonically or via e-mail, indicating the misapprehension and requesting an explanation. Once a booking is made, it means that if the enquirer or person had any misapprehension it has been explained to his / her satisfaction.
- 5.3. Any legal rights which the customer might have in connection with the provision of travel services are against the specific provider and, except to the extent a problem is caused by fault on VC's part, are not against VC. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which the customer have contracted, the customer's rights are against that provider and not against VC.

#### **6. Travel Insurance:**

- 6.1. Travel insurance is strongly recommended for all travel.
- 6.2. In the event of any queries or the need to lodge a claim, contact the insurer directly.

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

- 7.1. Passports are required for all passengers including infants for international travel. Passports and travel documents must comply with the following requirements:
  - 7.1.1. valid for at least six months after your date of return and have 3 blank pages.
  - 7.1.2. travel documents have to be in the name appearing on the traveller's passport or for domestic travel the name as per the traveller's identity document.
- 7.2. The customer and / or traveller indemnifies VC 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 form.
- 7.3. 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.
- 7.4. Documentary identification is required for infants who are travelling.
- 7.5. A South African driver's licence is required with the traveller / customer's international driver's licence when renting vehicles overseas. The driver of the vehicle must have a valid credit card when collecting a rented vehicle.

## **8. Visas:**

- 8.1. Visas are required for South African passport holders to travel to or amongst most destinations including but not limited to the **UK, USA, Europe, Canada and Australia. A Schengen visa is required when transiting in two European countries.**
- 8.2. 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. Check all border crossings, especially if the travellers are on a cruise, if the travellers cross any ocean border, a visa might be required according to the maritime law of the country concerned. If visa suppliers do not supply the correct advice, any claims must be made directly to the visa company. If entry into any country is denied, this can be amongst other a customs, internal security or home affairs issue and outside of VC and the visa supplier's control.
- 8.3. VC cannot be held liable for any claims resulting from a country refusing any traveller entry and can also not be held liable for incorrect advice given by visa companies, embassies or consulates. VC cannot be held liable for any claims related to working visas.

## **9. Travelling with Children**

- 9.1. From 1 June 2015 all children require the following:
  - 9.1.1. unabridged birth certificates to travel internationally.
  - 9.1.2. 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.
  - 9.1.3. If travelling with no parents, consent in the form of an affidavit is required from both parents as well as an unabridged birth certificate.
  - 9.1.4. Ages of children and infants travelling must relate to the date of travel.

## **10. Travel Destinations:**

By offering travel for sale to any destination, VC does not represent or warrant that travel to such points is advisable or without risk, and the traveller indemnifies VC against any damages, losses, death or injury that may result from travel to such destinations.

## **11. Special Requirements:**

The customer should liaise with the relevant consultant or, for online bookings, call 012 880 516, regarding any special requirements for your travel arrangements.

**12. Health:**

- 12.1. 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 are presented.
- 12.2. The customer should check with the relevant embassy whether it is allowed that travellers may leave the airport at stopovers in countries.
- 12.3. VC recommends that travellers consult their local doctor, travel medical service or specialist vaccination clinic before commencing travel.

**13. Frequent Flyer:**

- 13.1. The onus is on the customer to advise the consultant when booking of the any frequent flyer membership details for inclusion in the booking.
- 13.2. In the event of an online booking, the customer should insert frequent flyer membership details in the space provided for inclusion in the booking.
- 13.3. VC cannot guarantee that the relevant supplier will credit the customer with points for any booking.

**14. Schedule Changes:**

- 14.1. Customers should confirm scheduled travel times with the relevant airline scheduled twenty four hours prior to the relevant flight.

**15. Force Majeure**

- 15.1. For the purpose of this Agreement, circumstances beyond the reasonable control of VC or a third party supplier ("the Parties") will include, but not necessarily be limited to, any of the following matters:
  - 15.1.1. Strikes, terrorism, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, pandemics, mutiny, rebellion, revolution, insurrection, military or usurped power, 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;
  - 15.1.2. 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 either Party; and
  - 15.1.3. Any other circumstances beyond the reasonable control and not within the reasonable expectation of either Party.
- 15.2. If either Party is prevented from or delayed in performing any of its obligations by circumstances beyond the control of such Party as set out in this clause, then it will notify the other Party as well as the customer or traveller in writing of the nature and expected duration of such circumstances and of the obligation, performance of which is delayed or prevented, and both Parties will thereupon be excused from the performance or punctual performance, as the case may be, of their respective

obligations from the date of such notification, for so long as the circumstances or prevention or delay may continue.

## **16. Complaints**

- 16.1. VC will only consider claims if the dissatisfaction with your travel booking has been brought to our attention immediately and VC were provided the fair opportunity to rectify the situation and mitigate any losses or damages. Any third party claims must be made directly with the supplier of the product.
- 16.2. Claims against VC must be directed to VC immediately and not more than four weeks after date of return. Stolen luggage must be reported to the airline prior to leaving the airport.
- 16.3. VC is not responsible for death, personal injury, any damages or losses occurring through the provision or omission of a service or product from a third party supplier. VC 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 conditions attached. Any claim that you have on delivery of service must be taken up with the third party supplier.

## **17. Privacy Policy**

- 17.1. VC are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy, which is available online. VC and our third party providers of travel and travel related products and services may disclose your personal information to others where directly connected with facilitating your travel arrangements and bookings and the provision of travel service and products. For example, VC may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements. At all times VC retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. VC may disclose aggregated information about users and use statistics relating to the Site and aggregated information about our sales and trading patterns to others.

## **18. Legal Fees**

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

## **19. Governing Law**

- 19.1. 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 and waive any right that you may have to object to an action being brought in those courts.

## **20. Amendments of these 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 Client and a duly authorized representative of VC.

**21. Intellectual property rights**

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

**22. Domicilium and notices**

22.1. VC chooses Domicilium Citandi Et Executandi ("domicilium") 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 this Agreement, as follows:

381 Frand Road, Die Wilgers, Pretoria 0184

22.2. 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 16:30 pm** on any Business Day to the addressee's physical domicilium for the time being shall be deemed to have been received by the addressee at the time of delivery.

**23. SEVERABILITY**

23.1. If any provision of this Agreement 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.

I acknowledge that I am 18 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 with the remainder of the terms and conditions available.

My decision to make travel arrangements through VC is not based solely on the advice given by VC and I hereby confirm that the travel arrangements were not made under duress.