

## TERMS AND CONDITIONS FOR GROUP AND INCENTIVE TRAVEL

**The Holiday Factory (Pty) Ltd (herein called the Company)**

**1. Package Price:** Prices correct at time of invoicing and are based on current airfares, taxes, hotel rates and category of rooms contracted and the current rate of exchange. Prices are subject to change until full payment is received by the Company. The Company reserves the right, without prior notification, to adjust prices in accordance with increases in airfares, air fuel taxes, government and/or airport taxes and in the event of any currency and/or price adjustments, which may become effective up to the date full payment is received by the Company. Package prices quoted do not include airport taxes but are listed separately or any other items not listed on the confirmation.

**2. Responsibility:** The Company and their associated companies and agents, act as an intermediary only in producing and booking various travel arrangements, and on condition that they will 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 conveying the passenger, carrying out the arrangement of the tour or otherwise in connection therewith. The passenger tickets in use by the airline or charter when issued shall constitute the sole contract between the airlines or charter and the purchasers of those tickets and/or passenger. 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 clients' responsibility to satisfy themselves with any local laws and applicable insurance options, if any, for any facilities used or hired.

**3. Substitution:** The Company 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. Hotels reserve the right to close facilities due to operational requirements without prior notice. Services and facilities at hotels may change without notice.

**4. Itinerary Alterations:** While every effort is made to keep to all itineraries, the Company reserves the right to cancel any tour/travel arrangements prior to departure, in which event the entire payment will be refunded by the Company in 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 organiser/passenger, and any saving refunded.

**5. Travel Delays:** The Company 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 organiser/passengers' account.

**6. Force Majeure (superior force):** The Company 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"). The company will always use its best endeavours to assist passengers where necessary and or possible.

**7. 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 arrangements. No refunds can be considered on partially unused hotel accommodation or airline tickets.

**8. Special Requests:** Should you have any special requests these should be conveyed to us at the time of booking. The Company will endeavour to comply with special requests however the Company cannot guarantee that these special requests will be met.

**9. Travel Documents:** It is the responsibility of each passenger to ensure that they are in possession of the correct travel documentation (passports/visas/health certificates) prior to departure. The Company shall not accept responsibility 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/re-entry permit requirements. Passports must be valid for a minimum of 6 months after your intended return date.

**10. 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.

**11. 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% of the fare paid 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.

**12. Payment:** The deposit paid on behalf of the hotel and airline secures the seats/accommodation but does not secure the final price. The final price for all service will be determined at the time of final/full payment and will be subject to change due to currency fluctuations, change in taxes and airfares.

The Holiday Factory guarantees the price of land arrangements and airfares once full payment is received, except where subsequent increases are beyond our control – these include but are not limited to change to government taxes.

Final names/ rooming lists must be forwarded to The Holiday Factory at least 4 weeks prior to departure.

**13. Cancellations and Curtailment:**

Land Arrangements (hotels, tours, transfers):

All deposits are non-refundable/non-transferable. For cancellations/reduction in group numbers received within 8 weeks of travel a 100% cancellation fee will be imposed.

Air: The deposit (to secure the seats) is non-refundable. Once air tickets have been issued, the full fare is non-refundable.

This document together you're your confirmation/invoice/itinerary/airline contract 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. No addition to these Standard Terms and Conditions shall be of any force or effect unless in writing and signed by a duly authorised representative of the Company (the "grantor"), may grant to the organiser/passenger ("the grantees"), shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future. All costs and disbursements, including legal costs on the attorney and client scale incurred by the grantor in recovering any damages and payments payable by the organiser/passenger to the Company shall be for the organiser/passenger's account.

These terms and conditions shall be governed by the laws of The Republic of South Africa.

**14. Tipping/Personal items**

Tips/gratuities for hotel staff are not included and are entirely at the guest's discretion and satisfaction.

Personal items such as laundry, telecommunication charges, meals and drinks not specified on this itinerary are not included in the rates quoted.

**15. Site Inspection Policy:**

The cost of a site inspection is not included in our quotation. All services during site inspections are usually provided on a cost basis.

The Holiday Factory is a registered member of ASATA (Association of South African Travel Agents) and as such abides by its constitution and code of conduct.

If you are not entirely happy with the services offered by The Holiday Factory or any of the services provided to you by any hotel, ground handler, tour operators or airline, please contact us immediately. If you do not give us the opportunity to resolve a problem when it occurs, your right to claim compensation may be reduced or evoked.

I \_\_\_\_\_ duly

authorised on behalf of \_\_\_\_\_  
(group name/Company) have read and accept the terms and conditions as set out by The Holiday Factory.

Date: \_\_\_\_\_

Authorised signature: \_\_\_\_\_