

# The Holiday Factory (PTY) LTD

## Travel Terms and Conditions

### 1. Package Price

Prices correct at time of invoicing and are based on current airfares, taxes, hotel rates 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. Pricing Errors

Whilst we make every effort to ensure the accuracy of the pricing information provided, regrettably errors do occasionally occur. When we become aware of any such error, we will notify you as soon as is reasonably possible. If a booking is already in place, you will have the choice to continue with the chosen itinerary at the corrected price or amend to a different holiday. We reserve the right to cancel the booking and refund you in full if you do not wish to accept the correct price that applies to your holiday.

### 3. 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.

### 4. 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 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.

## **5. 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 passenger, and any saving refunded.

## **6. 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 passengers' account. Losses due to travel delays may not be refundable however, we will always use our best endeavor to negotiate refunds on behalf of passengers.

## **7. 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 endeavors to assist passengers where necessary and or possible.

## **8. 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.

## **9. Special Requests**

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

## **10. Travel Documents**

It is the responsibility of each passenger to ensure that they are in possession of the correct documentation 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.

## **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. Reservations and payment**

Upon confirmation the following payments are due A non-refundable, non-transferable deposit of 20% of the total land price is payable at the time of making your reservation. The balance of the tour price is payable not less than 8 weeks prior to departure in low season and 12 weeks prior to departure during peak/high seasons (school holidays and public holidays). In addition to the land deposit the total cost of air tickets and airport taxes must be paid by the due date as stipulated by the airline concerned.

## **14. Cancellations and Curtailment**

Land Arrangements (hotels, tours, transfers) All deposits are non-refundable/non-transferable. In the event of a cancellation, the following cancellation fees will be imposed: Travel during High/Peak season - Passengers who cancel at any time prior to departure will forfeit their deposit. Cancellations 12 weeks or less, prior to departure will forfeit 100% of the total tour cost. Travel during low season - Passengers who cancel at any time prior to departure will forfeit their deposit. Passengers cancelling within 8 to 4 weeks of the departure date will forfeit their deposit plus an additional 40% of the total tour cost or within 4 to 2 weeks of the departure date, their deposit plus 50% of the total tour cost and within 2 weeks of the departure date 100% of the total tour cost will be forfeit.

## **15. 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. The Company 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.

## **16. Amendments**

An amendment fee of R300 will be charged by The Holiday Factory 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) as well as the applicable land cancellation fees as set out in clause 13 above.

## **17. 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.

This document together with the Company confirmation/invoice/itinerary/standard terms and conditions 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. No indulgence which the Company ("the grantor"), may grant to the passenger ("the grantee"), 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 passenger to the Company shall be for the passenger's account.

These terms and conditions shall be governed by the laws of The Republic of South Africa. 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 address your complaint in writing to our Customer Services Department at [customerservice@theholidayfactory.co.za](mailto:customerservice@theholidayfactory.co.za). It is very important that you inform us immediately if you are not satisfied with any service as this will enable us to resolve the problem for you. If you do not give us the opportunity to resolve a problem, when it occurs, your right to compensation may be reduced or evoked.