



TOUR BOOKING CONDITIONS OF TRAVCARE

RESERVATIONS AND PAYMENT

All reservations, save for late reservations, as referred to hereunder are confirmed on the condition that a non-refundable deposit of 30% of the total package price is paid to Travcare within 48 hours of confirmation. The balance amount must be paid by the date stipulated on the invoice but not less 35 days prior to departure. Travcare reserves the right to cancel any reservation in respect of payments not received in time. Prices are quoted with reference to daily exchange rate. Until Travcare has received full payment, we reserve the right to charge any variations to the passenger's account. The onus will be on the passengers to check that there have been no changes in price prior to making final payment. Travcare guarantees the price of land arrangements, once full payment is received. Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by Travcare.

LATE BOOKING FEE & COMMUNICATION EXPENSES

In the event of any reservation being completed less than 7 days prior to the date of departure, Travcare will be entitled to levy a late booking fee and reserves the right to levy a fee for any extra communication expenses. Full payment is due immediately on confirmation and is non-refundable on all late bookings. Some bookings will require full payment at the time of reservation i.e. prior to confirmation.

METHOD OF PAYMENT

Travcare accepts payment by bank issued cheque, company cheque or cash or credit card. Payment made by credit card will require copies of the front and back of the card. If the card is a foreign credit card then we also need a copy of the client's passport. All payments to be made out to Travcare.

CANCELLATION AND AMENDMENTS

Travcare reserves the right to cancel a tour at any time prior to departure, in which event all payments will be refunded as full and final settlement of all further liability of whatsoever nature that may arise as a result of such cancellation. In the event of passengers canceling their reservations such cancellation must be made in writing and notwithstanding anything to the contrary contained in these booking conditions. Travcare reserves the right to claim a cancellation fee of up to 100% of the total package price as a pre-estimation of damages. Travcare use a large

RESPONSIBILITY AND LIABILITY

Travcare act as agents only for local and international ground operators and accordingly accepts no liability whatsoever for any loss, damage, injury, accident, delay or any other irregularity howsoever arising. Travcare makes every effort to ensure that all the arrangements and services connected with a passengers itinerary will be carried out as specified and/or 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 error and omissions of such suppliers.

INSURANCE

Insurance against cancellation, illness and for loss of baggage is highly recommended for all passengers traveling with Travcare, (please ask your travel agent for insurance options). Passengers undertake all activities associated with itinerary at their own risk and are responsible for their own insurance. Travcare will not be liable if anyone should fail to take adequate insurance cover.

ITINERARY VARIATIONS

While every effort is made to keep to all confirmed itineraries, we reserve the right to make changes for your convenience. Because we plan arrangements in advance, do not own or control the airlines, hotels and/or other supplier companies who will provide passenger holiday components, changes and even cancellations can occasionally become necessary. In the event that the hotel accommodation, excursion, service, flight, etc. has been properly confirmed by Travcare, and notwithstanding this, is unavailable for any reason whatsoever, Travcare do not accept any liability.

TRAVEL DECLARATIONS

Travcare require that all foreign payments that are made by them on behalf of passengers must be deducted from the passenger's foreign exchange allowance. A currency declaration to this effect must be lodged with Travcare before final documents can be released.

JURISDICTION OF THE MAGISTRATE'S COURT

Travcare shall be entitled, at its option to institute any legal proceedings arising out of or in connection with this contract in any Magistrate's

number of suppliers it is not possible to list all their amendment and/or cancellation charges. Accordingly, amendments to confirmed reservations at any time prior to departure will be made subject to the conditions that the customer is liable for all additional costs arising there from. The customer will also be liable for a R55 administration fee payable to Travcare in respect of each such amendment and / or cancellation.

UNSCHEDULED EXTENSIONS

In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes or any other cause which is beyond the control of Travcare, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation etc.), will be for the account of the passenger. Travcare accepts no liability for changes, omissions or delays before or during the course of any published tour occasioned by technical difficulties, weather conditions, strikes or communication breakdowns.

REFUNDS AND UNUSED SERVICES

No refunds will be made for no-shows, or any unused services.

BREAKAWAYS FOLLOWING DEPARTURE

While it is possible for the passenger to break away from planned holiday itineraries, after departure it is understood that extra expenses incurred as a result of such a breakaway 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.

TRAVEL DOCUMENTS

Documents (vouchers, itineraries, etc.) are only prepared on receipt of full payment of the package price, currency declarations, signed conditions of contract (i.e. our booking form) and ticket copies (if requested). Documents will be ready for collection 24 hours after full payment has been received.

PASSPORTS, VISAS, VACCINATIONS AND INOCULATIONS

The responsibility to obtain proper, current and valid passports, visas, vaccinations, inoculations and the like, where required, is that of the customer alone. Travcare shall not be responsible or liable for any consequence of any nature arising from the customer failing to ensure that he/she has complied with all such requirements.

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.

GENERAL

This document together with Travcare standard booking form and Travcare 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. No addition to, the Travcare standard booking conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties. No indulgence which Travcare, ("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 Travcare in recovering any damages and payments payable by the passenger to Travcare 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. The parties hereby respectively choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance of this agreement at their respective addresses as given on Travcare' standard booking form. Either party may change its domicilium by written notice delivered by hand or sent by prepaid registered post to the other party. In this agreement an expression which denotes a gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.