



Terms and Conditions

Contract:

The Travel Boss cc. (hereinafter referred to as The Agency) provides clients with travel and/or other services either acting as itself or acting as agents for principals engaged or associated with the travel industry, such as airlines (collectively referred to as 'the Principal'). The Agency represents the Principal as agents only and accordingly accepts no liability for any loss, damage, injury, illness, harm or death which and client may suffer as a result of any act or omission on the part of or the failure of the principal to fulfil their obligations, whether in relation to travel arrangement, accommodation or otherwise unless, in the case of injury or death, it is due to the negligent act or omission of the Company. The contract in use by the Principal (which is often constituted by the ticket issued by the Principal)' shall constitute the sole contract between the Principal and the Client and any right of recourse the Client may have, will be solely against the Principal. The Agency will provide the identity and terms and conditions (or access thereto) of all the Principals relevant to the service being provided for the Client's booking. It's the Clients' responsibility to familiarise themselves with such terms and conditions (the Principal's Conditions).

Covid-19 Disclaimer:

You agree that is your personal decision to travel and that you are doing so with full knowledge of current travel recommendations and travel restrictions with regard to the risk of Covid-19, with you having taken full personal responsibility to inform yourself in relation thereto. The Agency does not assume any responsibility for and shall not be liable for any unsafe conditions or health hazards, including pandemics or other illnesses to which you may be exposed. The Agency will, however use its reasonable endeavours to provide you with the latest travel information available to Travel Boss in respect of the regulations, conditions and supplier terms applicable in relation to Covid-19, as at the time of your booking. This information is obtained from Third Party sources and is subject to change at any time of your booking. This information is obtained from Third Party sources and is subject to change at any time without notice. The Agency, its employees and agents, shall, accordingly, not to be liable for any loss (financial or otherwise), damage, illness, harm, trauma, death, delay, denial of onward travel or costs (including but not limited to quarantine costs), which you may incur or suffer, whether during or post travel, arising directly or indirectly out of the risks and/or dangers associated with travelling during the Covid-19 pandemic, whether or not you



had been informed by the Agency of such risks and/or dangers at the time of the booking. The Agency is not responsible for the acts or omissions of travel suppliers, including the failure by the travel suppliers to adhere to their own schedules provide services or refunds or their failure to honour any future trip credit. Please note that most insurance policies have a specific clause stating that they do not cover epidemics and pandemics, especially when travel warnings are in place. It would be advisable for you to take advice from an insurance broker should you have any queries regarding the appropriateness of a travel insurance policy. The Agency shall not be liable for your election not to purchase insurance nor shall The Agency be liable to you for any denial of any claim by a travel insurer as it relates to Covid-19 or any other claim under the relevant policy. You are aware of the risks and dangers associated with travel during the Covid-19 pandemic and you expressly assume all of the risks and dangers in relation thereto: and hereby forever release, discharge and hold The Agency it's employees, officers, directors, associated, affiliated companies and sub-contractors harmless against an and all liability, actions, causes of action, suits, damages, claims and demands of whatsoever nature which you may now have or which may hereafter arise out of or in connection with such risks and dangers.

Reservations & Payments:

All prices for bookings advertised by us are subject to availability and can be withdrawn or varied without notice to you. Advertised prices may be limited to travel within specified dates. We will confirm the correct price with you at the time of payment. Prices are subject to change until payment has been secured full, from you or when confirmation of acceptance of the quotation has been received by you or by an authorised representative of corporate clients. We may correct any pricing errors on our website at any time. If a booking price contains an inadvertent and obvious error we are not bound by it and will be entitled to correct the error in the displayed price. If a pricing correction affects your pending order, we will offer you the opportunity to keep your booking at the correct price, or we will cancel your pending order without penalty. We are under no obligation to honour a misquote and may correct the pricing prior to payment being taken.

All prices are quoted in South African Rand. We cannot be held liable for any increase to the quoted price, in the time it takes for payment of the booking to reflect in our account or for corporate clients to confirm their booking.

If your booking is subject to a foreign exchange rate, the exchange rate on the day of the quotation provided to you will apply. Should the exchange rate have increased by the time that payment of your booking reflects our account, such increase will be your account and payable in addition to the total price quoted. If the exchange rate has



decreased when we receive final payment, the difference, if any, will be reimbursed to you. All quotations are subject to availability from Third Party service providers. Should the product range which you sought no longer be available another product can be quoted on for you, at an updated price.

To confirm your travel arrangements, you may be required to pay a deposit per person. Deposits may be non-refundable and non-transferable. We will advise you the amount of the deposit and date for final payment at the time of your booking. Payment by deposit does not secure a price and is subject to the exchange rate of the booking. A price is secured once payment has been made in full by you or, in the case of corporate clients, they have confirmed their booking. We will not proceed with any booking until payment reflects in our account.

Certain airfares and services including your packaged airfares and services are booked at especially competitive rates which may require payments in full at the time of booking and may be non-refundable. For online bookings, full payment is required at the time of purchase. We accept the following methods of payment:

- Cash, credit and/or debit cards in store. You may in certain circumstances be able to make card payments directly on the Third Party services providers' website or secure link. Where you do so, proof of payment must immediately be sent to us. We do not however guarantee the Third Party service providers' compliance with laws and regulations relating to payments made directly to them, and such payments may incur additional costs. Should the travel, service or product no longer be available, all monies paid to the Third Party service provider will be refunded by the Third Party service provider to you. When you pay by credit card, we act as the merchant. However, as we act solely as agents for the Third Party service provider we are required to transfer the funds received directly to the Third Party service provider. We will liaise directly with the Third Party services provider in relation to any disputes regarding credit card payments;
Secure online payment by credit card (excluding Amex and Diners' cards) - 'Electronic Customer Acceptance' (not available in the event of lowest price guarantee).
We charge a service fee for bookings made online as well as any cancellation of bookings made online;
- Electronic fund transfer (EFT). EFT payments are not applicable to online bookings. If you are paying by this method you will need to request account details from the consultant handling your booking and make the payment at least three business days prior to the actual due date for payment. You must



notify the consultant of your payment once it has been made. We can only confirm your booking once the funds have reflected in our bank account; Credit facilities are subject to prior approval.

We will communicate with you on your chosen email address and will send you an invoice on a once-off basis in relation to a booking made. You should be vigilant when using email and should maintain the appropriate level of cyber security to prevent fraud or the interception of emails. Should anything occur in relation to your booking which may appear suspicious or should you receive more than one (1) invoice, you should contact us immediately prior to making payment to verify payment details. We will not be liable for any payment or damages suffered by you arising from a cyber security breach, and you will remain liable to make payment of any amounts due to us for your booking.

Prices:

Prices are quoted at the ruling daily exchange rate. Until The Agency has received payment of the price in full, it reserves the right to charge any fluctuations to the clients' account and the client undertakes to pay for any such fluctuation on demand. The onus will be on the client to check that there have been no changes in the price prior to making full and final payment. However, once payment of the price in full is received, the price is guaranteed (subject to statutory increases such as VAT). However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by The Agency (PLEASE NOTE: This applies especially regarding airport taxes for the entire journey).

Should the client be a group booking and the group number deviate from the number required for the booking, the Principal may reserve 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 the Principal cancelling the booking and retain any payment made (The Agency will be entitled to retain any service fees charged). Please note that in some cases principals may nevertheless have a clause requiring passengers to pay an additional amount in the event of fuel surcharges or fuel price increases even though full payment has been effected.

NOTE: Foreign credit cards, Amex credit cards and Diners credit cards will be accepted.

Service Fees:

These fees cover the costs incurred by TTB in booking and servicing your travel reservations. We also reserve the right to charge an additional service fee for any



additional services rendered. Please be advised that service fees and products are non-refundable in case of a cancellation.

Accommodation:

We reserve the right to substitute confirmed hotel, cuisine and other accommodation with accommodation of a similar or higher category, at no additional charge to the passenger. Please confirm check-in times and check-out times as these may vary.

Note included in tour price:

Airport and border taxes, costs of passports, visas, laundry, portage, telephone calls, food and beverages (unless specified B- breakfast, L-Lunch, D-dinner) and other items of a personal nature which are listed as optional and not included in the tour cost. Only such airfares as detailed in each itinerary are included. Tips to hotel staff, guides and drivers, are left to the discretion of the passengers.

Amendments/Late Bookings/ Cancellations:

All cancellations must be in writing. The following fees will be levied for cancellations. For cancellations received less than 90 days prior to departure: 100% cancellation fee.

No refund for unused services will be considered if cancelled after departure. Cancellation and curtailment insurance is available through the Agency. We urge all passengers to ensure that they are adequately insured. The Agency reserves the right to charge an amendment fee for changes to confirmed bookings. Late booking fees will be levied for bookings received less than 1 week prior to departure. In accordance with standard procedure of tour operators worldwide, we reserve the right to cancel the tour/travel arrangement prior to departure due to circumstances which are beyond our control, i.e. Third Party/supplier. In this event the entire payment made will be refunded without any further obligation on the part of The Agency. The customer will be notified of such circumstances in writing.

Confirming Travel & Schedule Changes:

You should confirm scheduled travel times at least twenty four (24) hours prior to departure by, (i) Completing an online check in, (ii) Downloading the applicable divisions' mobile app and ensuring that push notifications are activated, and (iii) confirming scheduled travel times with your travel expert, account manager or with the Third Party service provider directly.

Cancellation or Changes:

If you wish to make change(s) to your booking, we will endeavour to assist you wherever possible. You will have to pay all charges imposed by relevant service



providers for each affected component of your travel itinerary. Fares will be quoted the time of the amendment. Any cancellation of your booking must be made in writing prior to your departure. We must be notified of all cancellations or changes in writing prior departure. Certain bookings may be non-refundable and you will be liable for cancellation penalties or date change penalties should you wish to change or cancel your booking, in accordance with the Third Party service providers' cancellation policy and/or fare rules.

We do not accept any liability or costs incurred that may result from any cancellations and/or changes which you require to your booking. Refunds, if applicable, will only be made to the person named on the booking payment receipt, unless otherwise agreed upon in writing by all travellers listed on the booking. All refunds will be made in the same method of the initial payment (i.e. payment via credit card, refund onto the same credit card etc.). If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges from the travel insurer, however that will have to be arranged by you directly with the insurer.

Travel bookings are non-transferable and name changes are not permitted. You will forfeit the fare if you do not fly or do not notify the airline or your travel expert of your intention not to travel, prior to your scheduled departure. Tickets must be travelled on in the sequence they are booked, if not, the ticket will be forfeited. An administration fee of R100.00 per person will be charged per amendment and/or cancellation. After departure, it is understood that any additional expenses incurred from changes will be for the passengers' account. Any unused service will only be refunded as provided by the service provider. Amendments and/or cancellations made en-route may be actioned directly with our suppliers.

Refunds:

All refunds are subject to the cancellation policy of the relevant Third Party service provider. In the event the Third Party service provider is able to provide a refund you will be required to complete and submit a refund consent form, provided by us. All refunds will be made as per the initial form of payment (i.e. payment via credit card refund onto the same credit card etc.). We may charge a reasonable service fee for any cancellation and/or refund is in lieu of death, hospitalisation and illness as per the Consumer Protection Act. We will endeavour to process all refunds within a reasonable time frame. As regards airline ticket refunds, please note that such tickets may take a minimum of twelve (12) weeks to be processed, due to upgrades, downgrades, schedule changes, reissued tickets and expired tickets. All refunds must be processed within the ticket's validity, thereafter the ticket will be deemed as non-refundable. Any refund amounts received from refund application will be retained by



us for a period of thirty-six (36) months subject to the following (i) we will make every reasonable effort to contact you and to advise of the refund amount received (ii) should all attempts to reach you be unsuccessful within the thirty-six (36) month period of the refund amount being received, the refund amount will be forfeited by you. As a service to corporate clients, all unused tickets will be tracked and submitted for refunds. The full amount less an administration fee will be refunded to corporate clients.

Documentation:

It is the personal responsibility of each passenger to ensure that they are in possession of the correct documentation prior to departure. The Agency cc shall not accept any responsibility for any consequences of any nature whatsoever, arising from the passengers failing to ensure that they have complied with the necessary health/passport/visa requirements.

Itineraries:

Check your departure times on itineraries, check to see that your travel documents tie up with the itinerary, and know your travel plan. While every effort is made to follow published itineraries, we reserve the right to make changes where necessary due to circumstances beyond our control.

Passports, Visas and Health:

It is entirely the Clients duty to ensure that all passports and visas are current, valid, obtained on time and will be valid for six months after return to home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with The Agency before traveling. The Agency will endeavour to assist the Client but such assistance will be at The Agency's discretion and the Client acknowledges that in doing so, the Agency is not assuming any obligation or liability and the Client indemnifies The Agency against consequences of non-compliance. It is the Clients duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the Proposed Travel Arrangements. Please note that all visitors to South Africa and all clients who are travelling from RSA to another country are required to have a minimum of three blank pages in their passport excluding the front and back cover to enable entry visa to be issued. However, in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin. Please ensure all passports are renewed. The client must ensure that the details supplied to The Agency mirror those details shown on their passport for international travel and ID documents for local



travel. As a guideline, passports should be valid for six (6) months after your scheduled return to South Africa. Non South African passport holders may also be required to have re-entry documentation and it is entirely the clients' duty to ensure that such documentation is in order before departure.

Cruise Health & Medical Requirements:

It is a requirement from certain cruise/flight suppliers that you are physically fit to travel and that you will obey the rules and regulations of the ship/plane and orders and/or instructions from the ship/plane officers and medical staff. Cruise liners and airlines reserve the right to require guests/passengers to disembark or to refuse to board a guest/passenger who, based on the judgement of the ships Master or Medical Officer, is unfit to travel or may require care that is beyond the care which the ship is able to give. Pregnant women who have entered their thirty second (32nd) week of pregnancy will not be allowed to board any flight.

Travelling with children:

The department of Home Affairs has issued requirements in respect of all South African children under the age of eighteen (18) years old who internationally in and out of South Africa. The ages of children and infants travelling must relate to the dates of travel. There are additional requirements if the child is travelling with only one parent, with neither biological parent, or unaccompanied. Failure to provide this information on check in will result in passengers being denied boarding. Please refer to the Department of Home Affairs website for information on minors travelling internationally <https://www.dha.gov.za/>.

Car rental:

The person listed as the driver of the vehicle must present a South African driver's licence (and an international drivers' licence when renting a car overseas) upon collection of a domestic car rental and must also have a valid credit card to present at the time of collection. The driver of the vehicle must have valid credit card when collecting the car rental.

Corporate clients confirm and agree that they are liable for any damage, traffic fines, accidents, toll fees and/or other costs incurred during the rental period. FCTG South Africa will not be liable to recover such costs from the driver of the vehicle but from the corporate client directly.

Foreign currency:

The Agency can assist you with foreign currency. Please ensure that sufficient time is available to finalise foreign currency requirements prior to departure. Foreign currency



is provided by the Third Party suppliers, whose requirements and performance are beyond the control of the Agency.

Special Requirements:

You should liaise with your travel expert regarding any special requirements for travel including but not limited to seating, meals, bassinets, room location or any other special requests. Special requirements and request are not guaranteed by us and must be confirmed by the Third Party service provider. We may submit special requests on your behalf. However, we are not responsible for confirming and/or guaranteeing these requests.

Your preferred choice of aeroplane seating may be requested prior to your departure, however the airline and/or Third Party service provider reserves the right to amend your seating plan until the time of departure. You may have to pay for priority seating prior to departure.

Your travel itinerary will indicate the luggage allowances for your trip. Some airlines or Low Cost Carriers include zero luggage allowance and may charge a fee per bag. Please ensure you familiarise yourself with the luggage allowance requirements for your entire trip.

Tax:

You will be liable for any additional taxes levied by the relevant country or city visited including amongst others local city tax or departure tax. However, some countries may charge additional departure, hotel or other taxes that must be paid locally. We suggest that you retain sufficient local currency to meet these charges. It is your responsibility to declare any personal items with the South African Revenue services prior to departure.

Should the Agency need to engage attorneys to enforce any of our rights under the booking terms or otherwise, you will be liable for our legal fees on an attorney and own client scale. The law of South Africa will apply to any dispute between parties arising from these booking terms. The parties agree, consent and submit to the jurisdiction of the High Court of South Africa, Gauteng Local Division. Johannesburg or any successor thereof, having jurisdiction to adjudicate and determine any suit, action or proceeding which may arise in respect of these booking terms, however nothing contained in these booking terms will prevent us from approaching any other High Court of South Africa having jurisdiction for relief, as may be determined by us in our discretion, from time to time.



These booking terms constitute the sole record of the agreement between the parties regarding the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. No amendment, cancellation or waiver of any term or right referred to in these booking terms shall be valid or binding unless reduced to writing and signed by both you and a duly authorised representative of us. No relaxation or indulgence which we may grant you shall constitute a waiver of our rights and shall not preclude us from exercising any rights which may have arisen in the past or which might arise in future. All intellectual property owned by us shall remain our sole and exclusive property.

The parties choose their address in the address clause of the booking form as its legal address for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from these booking terms.

Any notice shall be given in writing and delivered to the local address of the party concerned. Written notice given in a correctly addressed envelope, delivered by hand to the chosen address of the Party during ordinary business hours shall be deemed to have been received on the day of delivery. Notice may be given by electronic means if delivered to the e-mail address specified by either party. Such electronic notice shall be deemed to have been given on the day following the electronic delivery of such notice. Either party may notify the other Party in writing of any changes to its chosen address.

If any provision of these booking terms is held to be unlawful 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.

Acceptance:

You accept these booking terms either by accepting them electronically, or signing the booking form to which the booking terms are attached, or by us sending confirmation invoice to you for the travel which you booked. You acknowledge that you are eighteen (18) years of age or older and that you understand and have the legal capacity to agree to the booking terms. Your decision to make travel arrangements through us is voluntary and is not made under duress.

Flight Reconfirmation:

It is your responsibility to ensure that you reconfirm the departure date and times of all your flights seventy-two (72) hours prior to departure. This is particularly important in respect of subsequent journeys once leaving South Africa. The Agency hereby specifically excludes any liability for any delay and/or loss as a result of the failure to reconfirm any flight.



Responsibility, Limitation of Liability and Indemnity (FC Online) subject to the provisions of Section 61 of the Consumer Protection Act 68 of 2008 the tour producer, The Travel Boss cc, its employees, agents or service providers shall not be responsible for, and shall be exempt from all liability in respect of loss (financial or otherwise), damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by any customer (which shall be deemed to include the heirs, executors, administrators, beneficiaries or any other customer, whether on the trip or not) to or of their luggage, or any other property, howsoever caused where such loss, damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred is not due to the act, omission, negligence or recklessness of the Travel Boss cc., its employees, agents or service providers. The airlines concerned are not to be held responsible for any act, omission or event during the time the passengers are not on board the aircraft. All prices, airfares, schedules, excursions, hotels and itineraries, etc. are subject to change withdrawal or substitution with notice to the customer.

The Proposed Travel Arrangements are made on the express condition that The Agency, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss (financial or otherwise), damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by an client (which shall be deemed to include the heirs, executors, administrators or assigns of the client whether on the tour or journey or not, to or of their luggage, or other property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of The Agency whatsoever, unless, in the case of injury or death, it is due to the negligent act or omission of The Agency. Such liability will be subject to a limitation of Ten Thousand Rand (R10 000.00) per client per booking. The client indemnifies and holds harmless The Agency, its employees and agents accordingly, The Agency, its employees and agents shall not be liable for any indirect and/or consequential loss or damages whatsoever and howsoever arising, unless section of CPA applies.

Insurance:

Insurance is the passengers' responsibility and all passengers are strongly urged to take out travel insurance, covering personal accident, medical expenses, baggage and loss of deposit: through cancellation and/or default of the individual services providers.

Overbookings:

We undertake to inform you without delay if we are obliged to cancel your reservation for any unforeseen reason and we will offer you the alternative of a comparable standard subject to availability, or a full refund of the deposit paid within 21 days. The



Agency will take all reasonable steps to ensure that your accommodation as booked is available on your arrival at the destination. However, if we become aware of an overbooking situation prior to the time of your departure, we will inform you and offer an alternative of similar standard (if available), or a full refund of the payment made to us, if we are not aware of the overbooking at the time of your departure. The Agency will arrange appropriate compensation if the alternative accommodation provided by the supplier is not similar to the standard of the accommodation originally booked.

Acceptance:

You accept these booking terms either by accepting them electronically, or signing the booking form to which the booking terms are attached, or by us sending a confirmation invoice to you for the travel which you booked. You acknowledge that you are eighteen (18) years of age or older and that you understand and have the legal capacity to agree to the booking terms. Your decision to make travel arrangements through us is voluntary and is not made under duress.

Privacy Policy detail:

The Agency is committed to protecting your personal information and will process your personal information in accordance with our Privacy Policy, available online or in store. By providing personal information to us, you agree that our Privacy Policy will apply how we handle your personal information and you consent to us collecting, using, disclosing and otherwise processing your personal information as detailed in our Privacy Policy.

In particular, we and our Third Party service providers may disclose your personal information, and you hereby consent to such disclosure as required by the Protection of Personal Information Act No.4 of 2014, to third parties that are directly connected with facilitating your travel arrangements and bookings and the provision of travel service and products. For example, we may disclose your personal information to airlines, hotels, car rental, travel service providers with whom you seek to make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is managed or based. We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside the Republic of South Africa. Generally, we will only disclose your personal information to these overseas recipients in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf.



Where we disclose your personal information to a Third Party overseas recipient, you agree that the recipient may be located in a country with laws that do not protect personal information as stringently as those of the Republic of South Africa. You acknowledge that we deal with thousands of travel service providers around the world (some of which are very small operations or are located in countries with laws, and/or in regions with technology, which may not be advanced as those existing in the Republic of South Africa). Therefore, where your requested travel arrangements require that your personal information be sent to overseas recipient (other than any of our overseas related entities), you agree that this is at your risk and we will not be liable or accountable for how those recipients handle your personal information. We encourage you to review the privacy policies of any Third Party service provider whose services we arrange on your behalf. If you have any objections to your personal information being disclosed to an overseas recipient, please let us know.