

## TINGANA GLOBAL TRAVEL TERMS & CONDITIONS

### **TERMS AND CONDITIONS OF TRANSACTIONS BETWEEN TINGANA GLOBAL TRAVEL AND THE CLIENT**

**Our terms and conditions are comprehensive and outlines what you should reasonably expect from Tingana Global Travel when it comes to transacting. You must take the time to read this document as you will be bound by it as soon as we complete a transaction with you. If you have any questions, please ask your Tingana Global Travel consultant or contact us via email - [Click Here](#)**

**“Tingana Global Travel” HEREIN REFERS TO TINGANA GLOBAL TRAVEL. “THE CLIENT” HEREIN REFERS TO THE PERSON/S LIABLE FOR PAYMENT AND/OR TRAVELLERS OF A BOOKING. “THE PRINCIPAL” HEREIN REFERS TO A THIRD PARTY SUPPLIER.**

#### **APPLICATION**

All enquiries, advice, quotations or estimates made or provided by or bookings made with and/or all services rendered by or on behalf of Tingana Global Travel ('the Agent') are subject to these terms and conditions ('the Conditions').

#### **THE CLIENT AND AUTHORITY**

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read, had explained (where applicable), understood and accepted the conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

#### **PANDEMIC AND HEALTH RELATED RESTRICTIONS OR CANCELLATIONS**

You agree that it is your personal decision to travel and that you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risk of COVID-19, with you having taken full personal responsibility to inform yourself in relation thereto. Tingana Global Travel 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. Tingana Global Travel will, however, use its reasonable endeavours to provide you with the latest travel information available to Tingana Global Travel in respect of the regulations, conditions, and supplier terms applicable in relation to COVID-19, as at the time of your booking. Tingana Global Travel, its employees and agents, shall, accordingly, not 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 traveling. This applies whether or not you had been informed by Tingana Global Travel of such risks and/or dangers at the time of booking.

Tingana Global Travel is not responsible for the acts or omissions of travel suppliers, external vendors and/or third party clients, 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. Tingana Global Travel shall not be liable for your election not to purchase insurance, nor shall Tingana Global Travel be liable to you for any denial of any claim by a travel insurer as it relates to a pandemic or any other claim under the relevant policy. You are aware of the risks and dangers associated with travel during the epidemic and you expressly assume all of the risks and dangers in relation thereto; and hereby forever release, discharge and hold Tingana Global Travel, its employees, officers, directors, associated, affiliated companies and sub-contractors harmless against all 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.

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Cancellation fees may apply if a booking is cancelled, due to travel bans or government travel restrictions. It is important to note that cancellation fees may vary, depending on the cancellation policy of the supplier as well as the amount of work involved for the Travel Agent in making the changes and the loss in revenue to the agent due to the cancellation. Professional fees earned by the Travel Agent are non-refundable. It is important to review the cancellation policy applicable to your booking, to avoid any misunderstanding should your booking be cancelled for whatever reason.

### **CONSUMER PROTECTION ACT ('CPA') ACT 68 OF 2008**

**Advance bookings:** In the case of any advance booking, a consumer may terminate the booking before the date, but the supplier has the right to charge the consumer a deposit and the right to charge the consumer a reasonable 'cancellation fee' as a result of such cancellation. The right to choose also includes the right of the consumer to cancel advanced reservations or bookings, but suppliers may charge advance deposits and impose reasonable cancellation penalties.

### **THIRD PARTY SERVICE PROVIDERS**

The Travel Agent provides Clients with travel and/or other services either acting as itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines / Hotels / Venues (collectively referred to as 'The Principal'). The Travel Agent represents the Principal as agents only and accordingly accepts no liability for any loss, damage, injury, illness, harm or death which any 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 arrangements, 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 confirmation issued by the Principal), shall constitute the sole contract between the Principal and Tingana Global Travel. The right of recourse the Client may have, will be solely against the principal and will be at the discretion of Tingana Global Travel. Please be aware that Third Party Service Providers include and are not limited to Airlines, Hotels, Transfer companies, ground handlers and host companies. Third-party suppliers may charge extra for certain items such as: seating, baggage allowance, special meal requests or printing, celebrations, Decorative enhancements, room upgrades etc. This is subject to change without notice to you. It is the Client's responsibility to familiarise themselves with such terms and conditions ('the Principal's Conditions'). Third Party suppliers, The principals and other online booking platforms may be considered intellectual property of Tingana Global Travel. Tingana Global Travel will not be obliged to disclose details of intellectual property.

### **CAR AND VEHICLE HIRE**

These contracts ('Car Hire T&C') are onerous & include absolutely no fault and strict liability provisions. These Car Hire T&C must be read very carefully and anything you don't understand or any misapprehensions you may have must be discussed with the car hire consultant BEFORE you sign the Car Hire T&C. Please note that you will be liable for all traffic fines and toll fees. We strongly recommend you check the vehicle thoroughly with a representative of the car hire business upon collection and return and ensure that any damage, scratches, faults or shortcomings are noted & signed for. Note that the Car Hire T&C shall constitute the sole contract between the car hire company and the Client and any right of recourse the Client may have, will be solely against the car hire company in terms of the Car Hire T&C.

### **DRIVER'S LICENSE**

Even if you have obtained an international driver's licence, please take your national driver's licence with you.

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### BOOKING, DEPOSIT AND RESERVATION

Once the Client has filled in the travel enquiry form, responded to an advertisement verbally or in writing or via e-mail or the Internet or has, without reference to any of the aforesaid, asked for more details (collectively referred to as 'the Enquiry'), about a particular destination, trip, tour or mode of travel (collectively referred to as 'the Proposed Travel Arrangements') the Travel Agent will prepare and provide the Client with an estimate (by hand, telefax or e-mail) ('trip summary'). Upon the Client's written confirmation that the facts and information contained in the estimated trip summary is correct and upon acceptance of these Conditions by the Client initialling or ticking the relevant tick boxes, the Travel Agent will prepare a quotation for the Proposed Travel Arrangements ('the Quotation'). A non-refundable deposit of 25% ('the Deposit') of the total estimated value of the Proposed Travel Arrangements ('the Price') as specified in the Quotation is required in order to confirm reservations with Principals ('the Booking'), subject to payment of the balance of the Price in due course as specified herein\*. The Travel Agent will not confirm any reservation if the deposit and a signed Quotation are not received. Once the Booking has been completed, the Client will be supplied with the document that will contain the final detail of your Booking ('the Booking Confirmation Form'), which the Client must sign and return to the Travel Agent.

\* In the case of air tickets, full payment is required as per the applicable fare rule. If full payment is not received by the applicable date the airline will automatically cancel the reservations.

### CHILD POLICY

The child policy outlined below applies exclusively to Tingana-owned lodges that welcome children as guests. For all other properties, the respective child policies of the hosting establishment will apply.

Application: Leopard Sands does not accommodate children under the age of 16 unless approved in writing by the lodge. Buckler's Africa Lodge & Xidulu by Elephant Point: Children under 6 years stay free when sharing with parents, with a maximum of 1 child sharing per bedroom with 2 adults. If a bedroom cannot accommodate children sharing with adults, 2 rooms need to be booked, and the single rate will apply to the children's room.

Game drives for children ages 6–11 years are charged at 50% of the adult rate. Game drives for children 12 years and above are charged at the adult rate. Children 0–5 years are free of charge but may not be permitted on private vehicles for game drives. (Participation in game drives is at management's discretion).

### DESTINATION SELECTION

The Client acknowledges that it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the other virtual sources such as the internet. It also acknowledges that such brochures and/or the Internet have been compiled and are managed and updated by the Principal over which the Travel Agent has no control. Accordingly the Travel Agent cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Principal.

### ITINERARY VARIATIONS AND TRANSFERS

While every effort is made to keep to the final itinerary, Principals and/or the Travel Agent reserve the right to make changes for the Client's convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary and this does not constitute any reason for a refund. It is the Client's duty to check each amendment to the itinerary and to sign the final one.

### BREAKAWAYS

While it is possible to break away from the itinerary, it is understood that such breakaways will be for the Client's account.

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### LAW AND JURISDICTION

South African law and the jurisdiction of South African courts will govern the relationship between the Client and the Travel Agent. The Travel Agent shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

### SPECIAL REQUESTS

Clients who have special requests must specify such requests to the consultant in the enquiry or in response to the cost estimate. Whilst the company will use its best endeavours to accommodate such requests, it does not guarantee that it will.

### INSURANCE

It is strongly advised that all clients take out adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment (Note: this is not an exhaustive list). The Travel Agent will not be responsible or liable if the Client fails to take adequate insurance cover at all. It shall not be obligatory upon the Travel Agent to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by the Travel Agent pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and the Travel Agent shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers. Once the insurance has been confirmed and paid for, the Client will be issued with a policy document of the insurer. It is a complex document which must be read BEFORE you initiate your travel so that you can address any queries you may have to the insurer BEFORE you depart. Please note that various credit card companies offer limited levels of travel insurance, which the Travel Agent does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

### TRAVEL DOCUMENTS

Documentation (vouchers, itineraries etc) are only prepared and released on receipt of payment of the Price in full. Upon receipt of your travel documents, PLEASE CHECK that ALL the details therein are correct.

### MALARIA AND OTHER TROPICAL DISEASES: WARNING

Certain parts covered by your itinerary are areas where there is a high-risk of malaria and other tropical diseases. We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return.

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## PASSPORTS, VISAS AND HEALTH

It is entirely the Client's 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 Tingana Global Travel before travelling. Tingana Global Travel will endeavour to assist the client but such assistance will be at Tingana Global Travel's discretion and the Client acknowledges that in doing so, Tingana Global Travel is not assuming any obligation or liability and the Client indemnifies the Travel Agent against any consequences of non-compliance. It is the Client's 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 the 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 that all passports are renewed. The client must ensure that the details supplied to the Travel Agent mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 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 client's duty to ensure that such documentation is in order before departure.

## PAYMENT AND PAYMENT TERMS

The full payment or balance there-of is due not later than six weeks prior to departure [OR on or before the date specified in the Quotation or the Booking Confirmation Form]. If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a courier service, which will be for the Client's account or the Travel Agent may cancel the Booking. Late payment may also result in cancellation of the reservation by the Principal. The Client undertakes to pay the Travel Agent a fee of 10% above the prime rate charged by the Travel Agent's bank on any payment made after the due date. Credit card payments are subject to due completion of and upon the terms and conditions specified in the Travel Agent's credit card authorization form.

## PRICES

Prices are quoted at the ruling daily exchange rate. Until the Travel Agent has received payment of the Price in full, it reserves the right to charge any fluctuations to the Client's 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 Travel Agent (PLEASE NOTE: This applies especially regarding airport taxes for the entire journey).

Should the Client be a part of a group booking and the group number deviates 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 Travel Agent 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 not be accepted.

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### **RESPONSIBILITY, LIMITATION OF LIABILITY AND INDEMNITY**

The Proposed Travel Arrangements are made on the express condition that The Travel Agent, 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 any 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 Travel Agent whatsoever, unless, in the case of injury or death, it is due to the negligent act or omission of the Travel Agent. Such liability will be subject to a limitation of R10 000, 00 (Ten Thousand Rand) per Client per Booking. The Client indemnifies and holds harmless the Travel Agent, its employees and agents accordingly. The Travel Agent, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever and howsoever arising, unless section 61 of the CPA applies.

### **SERVICE & MANAGEMENT FEES**

These fees cover the costs incurred by Tingana Global Travel in booking and servicing your travel reservation. We also reserve the right to charge an additional service fee for any additional services rendered, such as cancellation requests or changes to your booking. Please be advised that service fees and products are non-refundable in case of a cancellation. Service fees vary depending on the number of Passengers in a booking, the service provider or the destination and the service being provided. Should you book via our online b2c platform, these fees will also apply. The fees may be charged as a separate line item or may be built into the total package cost. Tingana Global Travel will not be responsible for any charges to the client's credit card charged by the bank or merchant or cross border transactions.

### **AIR TICKETS**

These tickets are linked to contracts ('Air T&C') which are very complex and can entail very strict requirements regarding change, airport and departure taxes and cancellation provisions and you MUST enquire about ALL the applicable conditions BEFORE you pay for the ticket. You should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, you are not allowed to use such tickets/coupons out of sequence or to 'skip' one (and e.g. opt for train, bus or car transport) as this will VOID the entire balance of the journey/itinerary. 'No-shows' may result in the ticket being voided and/or the Client being charged a cancellation fee. Note that the Air T&C shall constitute the sole contract between the airline and the Client and any right of recourse the Client may have, will be solely against the airline in terms of the Air T&C. Your rights of recourse as a consequence of over-booking are prescribed by the CPA.

Loyalty programs are governed by strict rules of which the Client must be aware and retention of boarding passes and other documentation pertaining to such programs is the sole responsibility of the Client.

### **E-TICKETING**

The Client must be ready to show their identity document and possibly their credit card at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for EACH MINOR.

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Consult the Travel Agent about refunds for unused tickets as strict deadlines apply. NO REFUNDS will be considered in any circumstances by Tingana Global Travel. Refunds by the Principals will be subject to their respective terms and conditions. Tingana Global Travel will charge a fee for processing a request for refund. Principals may charge refund fees above those stated here. Some air tickets are completely non-refundable according to airline fare rules.

Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, airline default or government travel warnings will not entitle you to any refund in the case of non-refundable tickets nor of waiving the cancellation penalties in the case that the tickets can be refunded. If tickets can be refunded, cancellation penalties are imposed by the airline and Tingana Global Travel.

Trip cancellation and interruption insurance are therefore highly recommended. For the best coverage, travel insurance should be purchased at the same time as the airline tickets. Once we have established the possible refund you are entitled to, we will request it with the supplier or the principal respectively. For flight bookings the refund will be made by the airline directly to the account the booking was originally paid with. This can take as long as 6 (six) months to a year or longer to obtain from the airline. Standard processing time for refunds is 4 to 24 weeks depending on the airline. Note: Change rules applicable to travel agencies may differ to change rules requested directly from the airline. Any changes made directly with the airline can be done so 48 hours prior to departure. Thereafter the airline takes full ownership of the booking and the content of this contract is no longer applicable. For hotel bookings, the supplier will refund Tingana Global Travel and we will process the refund to your account less the penalties and service fees. This usually takes approximately 4 to 16 weeks.

### **CANCELLATION AND CHANGES**

In the event of the Client cancelling or requiring an amendment to the Booking, The Agent shall have the right to either claim the deposit or to retain the deposit and claim damages incurred by Tingana Global Travel, provided that Tingana Global Travel shall not impose any cancellation fee or claim any damages in respect of a Booking or reservation if the Client is unable to honour the booking or reservation due to the death or hospitalisation of the actual traveler. The principals may reserve the right to cancel any tour before departure, in which event the refund to the client will be without any further obligation on the part of The Agent. Professional fees earned by the Agent are non-refundable. Please refer to the cancellation schedule. A fee based on the time spent on the booking by the agent on the changes as well as lost revenue to the agent due the cancellation will be levied.

### **CANCELLATION/CHANGE FEE SCHEDULE\***

A minimum of 25% of the price per person is non-refundable. This will be retained by Tingana Global Travel and may be used to cover administrative costs.

6 weeks prior to departure: 35% of the Trip Price

4 weeks prior to departure: 50% of the Trip Price

3 weeks or less: 100% of the Trip Price

Due to the high demand for our exceptional rates, our services are non-refundable, non-exchangeable and non-transferable.

In the instance where a unique tailor-made travel package has been requested and built specifically for the client, Tingana Global Travel does not warrant or guarantee the service or the refundability of the booking. It is the client's responsibility to confirm that he/she has satisfied him/herself as to the terms and conditions of all suppliers related to that specific booking.

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When changes to dates, times and routes are required, the client must stipulate a detailed request to Tingana Global Travel in writing. No amendments will be made without clear instruction, payment and written approval from the client. An amendment fee per booking may be levied for any changes to the confirmed itinerary and or ticket. The Agent's amendment fee is charged in addition to any amendment fees which may be charged by the relevant Principal. The products and services included on all itineraries are subject to availability. The company reserves the right to substitute hotels, transport and all other services with a higher or lower category. The business reserves the right to use smaller or larger vehicles should the final number of travellers justify such a change.

Please note that should you have booked a ticket with more than one flight (eg: JNB – DXB – LON) you may only use your tickets in the sequence they were booked. If you do not check in for your first flight the Airline reserves the right to cancel all of the remaining flights on that ticket and your ticket will become invalid. You will not get any money refunded for parts of the tickets not used. Clients should also refer to the cancellation provisions contained in the Principal's conditions or website. The client may be charged cancellation fees over and above those stated in the cancellation schedule. The specific airline or third parties' terms and conditions may apply when cancellations or amendments fees of the merchant and/or product will be processed and refunded to Tingana Global Travel upon which the client shall be liable for administrative fees and/or repatriation costs incurred by Tingana Global Travel as a result of any refunds or amendments made to the booking. This will be at the sole discretion of Tingana Global Travel before a refund is processed to the client. Tingana Global Travel's cancellation/amendment fee schedule will always take precedence over The Principals, when refunds are calculated.

### **LATE BOOKING AND AMENDMENT FEES**

A late booking fee of R 300.00 [\*\*] per booking may be charged in respect of bookings received within 4 working days prior to the departure date and for 2 working days or less R400.00 [\*\*] per booking. This charge is levied to cover communication expenses involved. An additional amendment fee of R200.00 [\*\*] per booking may be levied for any changes to the confirmed itinerary.

### **UNSCHEDULED EXTENSIONS**

In the unlikely event of there being unscheduled extension to the final itinerary caused by flight rescheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the Travel Agent, its agents or the Principal, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for the Client's account.

### **AMENDMENTS**

No amendment, cancellation or waiver made to 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 authorised representative of the Travel Agent. Professional fees earned by the Agent are non-refundable. Please refer to the cancellation schedule. A fee based on the time spent on the booking by the agent on the changes as well as lost revenue to the agent due the cancellation will be levied.

### **CURRENCY DECLARATION**

The Client must lodge a currency declaration (in the event of trans-border travel) with the Travel Agent before the travel documents will be released.

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### FORCE MAJEURE

The Travel Agent shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or frustrated by strike, lock-out, civil commotion, war, act of God, force majeure, lack of materials, operation of law or regulations or order made by any statutory or other duly constituted authorities or any other cause beyond the control of the Travel Agent. Force Majeure includes renovations that may be carried out at a resort. Whilst the Travel Agent will use its best endeavours to provide current information in that regard and whilst the resort will use its best endeavours to keep any inconvenience to a minimum, the fact that restoration or renovations are being carried out does not constitute grounds for any claim against the Agent.

Tingana Global Travel will use its best endeavours to recover from third parties such monies as may have been paid to them on behalf of the Client. All monies recovered by Tingana Global Travel will be reimbursed to the Client, less a cancellation charge based on the time spent on the booking by the agent on the changes as well as lost revenue to the agent due to the cancellation. Professional fees earned by the Travel Agent are non-refundable. Please refer to the cancellation schedule.

### FOREIGN EXCHANGE REGULATION COMPLIANCE

This is the Client's exclusive duty. This will apply especially when the Client instructs the Travel Agent to make and pay for travel arrangements on the Internet.

### CONFIDENTIALITY

Subject to statutory constraints or compliance with an order of court, the Travel Agent undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

### CONFIRMATION OF TRAVEL ARRANGEMENTS

All onward travel arrangements (local and international and on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 hours prior to departure.

### TAXES AND SURCHARGES

Where possible airport and airline taxes and surcharges are reflected in all prices. It should be noted that certain airlines invoke additional taxes and/or surcharges if any changes are made to the tickets and/or routing even if the ticket has been fully paid. Furthermore, it is important that you check with the travel agent prior to departure from South Africa what the current airport departure tax is of all the countries you will be passing through as these taxes are usually payable in the local currency and must be provided for.

### SOCIAL MEDIA

You agree that your use of our social media pages which include but are not limited to Facebook pages, Instagram, Twitter, will not be defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasive of anyone's privacy, or otherwise contain objectionable comments and/or content. We do not tolerate any form of discrimination on grounds of race, sex, religion, nationality, disability, religion or belief, sexual orientation or age. We reserve the right to remove any comment, thread or content without prior warning to you. We also reserve the right to bring legal proceedings against any individual for a breach of these rules or law generally, or take such other action as we reasonably deem appropriate.

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## INTERNET BOOKINGS

If the Client requests or instructs the Travel Agent to do bookings via the Internet, the Client irrevocably authorises the Travel Agent to do the following on its behalf (1) make any selections of and for the proposed travel arrangements (2) make payments and (3) accept booking conditions.

## DISPUTE RESOLUTION

Any and all dispute arising out of or in connection with the conditions including any question regarding its existence, validity or termination, shall be dealt with as follows: Firstly the parties will meet within 10 (ten) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 10 (ten) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place with a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Johannesburg within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this clause shall in no way affect the continual performance of the obligations related to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language. Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application.

## LEGAL FEES

In the event that Tingana Global Travel must engage a lawyer to enforce any of its rights in terms of these conditions or otherwise, the **CLIENT WILL BE LIABLE** for all legal fees at an attorney and own client scale.

## DOMICILIUM ET EXECUTANDI

The parties elect their respective domicilium et executandi as reflected in the booking file.

## ENTIRE CONTRACT

**THE CONDITIONS CONSTITUTE THE ENTIRE TERMS OF THE RELATIONSHIP BETWEEN THE PARTIES. THERE EXIST NO OTHER TERMS, CONDITIONS, WARRANTIES, REPRESENTATIONS, GUARANTEES, PROMISES, UNDERTAKING OR INDUCEMENTS OF ANY NATURE WHATSOEVER (WHETHER VERBAL, WRITTEN OR ELECTRONIC) REGULATING THE RELATIONSHIP AND THE CLIENT ACKNOWLEDGES THAT HE/SHE HAS NOT RELIED ON ANY MATTER OR THING STATED ON BEHALF OF THE TRAVEL AGENT OR OTHERWISE THAT IS NOT INCLUDED HEREIN. ANY PERSON(S) WISHING TO UTILISE THE SERVICES OF TINGANA GLOBAL TRAVEL INDICATES THEIR ACCEPTANCE OF THESE TERMS AND CONDITIONS BY PROCEEDING WITH THE BOOKING.**