Terms & Conditions

When Using This Travel Booking Platform (here under referred to as the Platform) & All Users Of This Website (here under referred to as the Client)

The following Terms and Conditions should be read and understood prior to confirming your travel. Do not confirm any booking unless you understand and agree with the following terms and conditions.

Any person(s) wishing to utilise The Platform services, indicates their acceptance of these Terms and Conditions by proceeding with any bookings, prior to the conclusion of any transaction with The Platform. Upon doing so, such person is deemed to have read, understood & accepted these Terms and Conditions and to have the authority to do so on behalf of the person/Company person in whose name the ultimate reservation or booking is made.

The Platform cannot be held liable for any operational changes, cancellations or consequential damages incurred by you, or any passenger in the booking, in the event where a travel supplier is not able to operate as planned, including any disruptions, cancellations or changes to planned bookings. Please note that in the event that travel is disrupted or cancelled due to travel restrictions or supplier issues, that each airline will have their own policy in this regard, which will apply to your booking.

By proceeding to book you agree and accept the Terms and Conditions of the The Platform website and its travel partners. You further acknowledge that The Platform operates as a reseller of flights and all content that appears on our website is sourced from a GDS (Global Distribution Service) or from the supplier directly via an Application Programming Interface (API). Whilst every effort is made to ensure that systems are updated to take into account any travel restrictions that may exist at the time of booking, it may be possible that there is a delay in the GDS or Supplier system updating to accommodate all travel restrictions that may be imposed. By booking the selected travel with us, you confirm that you have checked that there are no travel restrictions, in both your country of departure, transit and arrival, that may affect your booking and that you have satisfied yourself on behalf of all travellers in the booking that you can proceed with the booking. Please also check the entry requirements of your destination country, as a quarantine period or testing might be a requirement when travelling.

Be advised that unless requested otherwise upon making the reservation, The Platform is authorised to engage with any passenger listed in a booking, in as long as that passenger is able to provide the reference number for the booking. The Platform accepts no responsibility for any changes made by any of the listed passengers in a booking. Please be aware that Third Party Service Providers (Travel Suppliers) may charge extra for certain items such as: luggage, seating, special meal requests, parking or printing boarding passes. This is subject to change without prior notice to you. By agreeing to these terms and conditions upon making your booking you agree to accept this condition.

Service & Offering:

The Platform provides Clients with a website to search travel suppliers, compare rates & secure bookings. These include but are not limited to all 'travel suppliers' such as; airline, accommodation, transport & package suppliers (collectively referred to as 'the Principal' or 'suppliers'). The Platform represents the Principal as agents only and accordingly accepts no liability for any loss, damage (including loss of profits or consequential or special damages), 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. When you make a booking with us, you acknowledge and agree that we act only as an agent for the third party service provider, which is solely responsible to provide you with the travel or service which you have booked. The contract in use by the Principal (which is often constituted by the booking issued by the Principal), shall constitute the sole contract between the Principal and the Client and any right of course the Client may have, will be solely against the Principal.

When booking with The Platform, either online, or with an Agent, it is the Passenger's responsibility to ensure that they have familiarised themselves with all terms, conditions and limitations of liability that are applicable to their booking, which will include the travel suppliers Terms, Conditions & limitations of liability. The travel suppliers terms and conditions are available to the Passenger on request at any time, The Platform highly recommends clients make themselves aware of these Terms & Conditions prior to confirming any bookings.

The client agrees not to access, monitor or copy any content or information of the Sites using any means such as spider, scraper, robot or other automated means or any manual process for any purpose without express written permission of The Platform; violate the restrictions in any robot exclusion headers on The Platform or bypass or circumvent other measures employed to prevent or limit access to the Sites; take any action that imposes, or may impose, in the discretion of The Platform, an unreasonable or disproportionately large load on the Travel Agent's infrastructure; or deep-link to any portion of the Sites for any purpose without express written permission of The Platform.

Limit of Liability & Conditions:

To the extent permitted by law; The Platform, it's officers, directors, servants or agents do not accept any liability in contract, delict or otherwise for any claim, injury, damage, loss (including consequential loss), delay, injury, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control. Travel prices quoted are only guaranteed after full payment has been received & has cleared, thereafter bookings will be issued with the travel supplier. It's always recommended to reconfirm bookings & recheck travel requirements 72 hours before travel.

The Client acknowledges that it has selected the itinerary and destination(s) constituting the booking based on information gleaned from the internet. He/she also acknowledges that the internet booking has been compiled and is managed and updated by the Principal, and that the Platform has no control over information compiled by the Principal. Accordingly the Platform cannot & does not guarantee that the booking and/or any destinations will comply in whole or in part with those advertised on the internet by or on behalf of the Principal. Any right of recourse in that regard will be against the Principal. in addition to the above The Platform cannot be held liable for incorrect availability being displayed by the Principal and we cannot be held liable if the booking selected are not available.

You take on the role & responsibility of a travel agent when booking travel yourself online, we highly recommend you be familiar & have a good understanding of travel when doing so. Simple mistakes like not having names spelt as per passport can result in lost bookings; as a result traveler(s) are unable to travel on their booking and no refund is provided.

Access to and use of the The Platform are entirely at the clients sole risk. The Platform may discontinue or suspend the web site (the Platform) at any time without notice, and it may block, terminate or suspend any Client's access at any time for any reason in its sole discretion, even if access continues to be allowed to others.

The information, software, products, and services published on The Platform may include inaccuracies or typographical errors. In particular, The Platform does not guarantee the accuracy of the travel products displayed on the website (the Platform), much of which information is provided by the respective Principals. The Platform disclaims liability for inaccuracies relating to the aforementioned information and descriptions. Ratings displayed on the website (the Platform) are intended as only general guidelines, and The Platform does not guarantee the accuracy of the ratings. Changes are periodically added to the information herein.

The Platform may make improvements or changes on the The Platform site at any time'. The Platform makes no representations about the suitability of the information, software, products, and services contained on the website (the Platform) for any purpose, and the inclusion or offering for sale of any products or services on the Sites does not constitute any endorsement or recommendation of such products or services by The Platform. All relevant information is provided as is without warranty of any kind.

The client hereby disclaims all warranties and condition with regard to the relevant information, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. The Suppliers are independent contractors and not agents or employees of The Platform or its affiliates. The Platform is not liable for the acts, errors, omissions,

representations, warranties, breaches or negligence of any such Principals or for any personal injuries, death, property damage, or other damages or expenses resulting thereof. The Platform and its affiliates have no liability and will <u>not be</u> <u>responsible</u> in the event of any delay, cancellation, (overbooking), strike, force majeure or other causes beyond their direct control, and it has no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority, it being recorded that the Client's recourse in this regard will be governed by the terms of its contract with the relevant Principals.

In no event shall The Platform or their respective suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of the website (the Platform) or with the delay or inability to use the website (the Platform), or for any information, software, products, and services obtained through the website (the Platform), or otherwise arising out of the use of the website (the Platform), whether based on contract, tort, strict liability, or otherwise, even if The Platform and/or its respective suppliers have been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

The Client agrees to defend & indemnify The Platform and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including, but not limited to, reasonable legal and accounting fees, brought by the Client or on the Client's behalf or by third parties as a result of the Client's breach of the Online Conditions and notices or any other documents referenced herein; the Client's violation of any law or the rights of a third party; or the Client's use of the The Platform.

The Client warrants unconditionally that the Client will not use the website (the Platform) for any purpose that is unlawful or prohibited by the Online Conditions and notices or any other prohibitions that are unlawful.

Passports, Visas & Bookings:

Passports are required for all passengers including infants for international travel. Your passport must be valid for at least 6 months after your date of return. Your travel documents have to be in the name appearing on your passport. If any traveller's passport has not been issued by the Department of Home Affairs at the date of completing the booking you hereby indemnify The Platform against any errors that might occur and cost relating thereto. Travelling on a foreign passport, you must make sure you have the right documentation from home affairs to travel, and visa for your transit & destination country.

Should you be a dual passport holder, ensure you travel with both valid passports.

All travel documents must be in the name which appears on your identity documents, identification is required for infants.

Drivers Licence & Car Hire: Always take your drivers licence along with your international driver's licence when renting vehicles overseas, ensure you have the required drives licence for your booking. The driver of the vehicle often must have a valid credit card when collecting the vehicle. When hiring a car it is the

clients responsibility to be aware of the insurance exclusions and any excess that may be due should there be a claim. There are some exclusions from the car hire insurance where there is no cover should there be an accident & there is an excess when claiming from insurance, the client is welcome to request these full details at any time should they wish. The Client hereby indemnifies The Platform against any claim which may be raised against The Platform by a Car-Rental Service provider which has been refused by the Insurers of the rented vehicle on grounds that the circumstances of the incident giving rise to the claim are excluded from cover because of any act or omission on the part of the Client. Furthermore the client is fully responsible for any & all excess charges in the case of an insurance claim.

Visas: Visa's are often required to travel. It is the clients responsibility to check visa requirements with the consulate or embassy of each country being visited including stopovers/ports and transits. Check all border crossings, especially if you are on a cruise, if you cross any ocean border, you may need a visa according to the law of the country concerned. If visa suppliers do not supply the correct advice, any claims must be made directly to the visa company. If your entry into any country is denied, this can be amongst other a customs, internal security or home affairs issue and outside of The Platform and the visa suppliers control. The Platform cannot be held liable for any claims resulting from a country refusing your entry and can also not be held liable for incorrect advice given by visa companies, embassies or consulates. The Platform cannot be held liable for any claims related to working visas. You are welcome to request any visa info from The Platform.

The Platform will endeavour to assist the Client if requested, but such assistance will be at The Platform's discretion and the Client acknowledges that in doing so, The Platform is not assuming any obligation or liability and the client indemnifies The Platform against any consequences of the Client's failure to comply with any such requirements.

It is entirely the clients responsibility to ensure that all passports & visas are current, valid, obtained on time & have sufficient blank pages. The Platform takes no responsibility for visa's, passports or any other requirements for travel.

Special Requests: Whilst The Platform will use its best endeavours to accommodate any such requests, it does not guarantee that it will always be able to do so.

Travel Insurance:

Travel insurance is strongly recommended for all travel. If you have any queries or need to lodge a claim, contact the insurer directly.

Health:

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. Check with the relevant embassy whether you may leave the airport at stopovers in countries on your way to your final destination, requirements may differ from your final destination. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever or COVID vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel.

COVID requirements change on a regular basis, we recommend you check these requirements before bookings, 3 days before travel and on day of travel with your departing, transit & destination countries.

Change, Cancellation & Refund Fees:

Whether you can or cannot change your booking will depend on the rules of your booking or the rules of the third party supplier supplying your product. Airlines & some suppliers do not permit name changes at all and travel arrangements are not transferable. Please check before booking, any penalties you might have to pay to change your booking, or whether you will be able to change your booking at all. The Platform will charge an administration fee for changes & cancellation. All fees relating to the change will be payable by the client.

Cancellation penalties will be payable, many bookings are non-refundable & not changeable, due to the supplier's cancellation policy. Always check the cancellation & change penalties prior to booking. The Platform will charge an administration fee for processing the cancellation or change of your booking. Refunds will normally take a minimum of 12 weeks. If you do not make your flight or arrive late, you will lose your flight, any possible refund will be forfeited.

Taxes:

Airline taxes are subject to change and are confirmed at the time your airline ticket is issued. There may also be a local tax charged at some airports.

Special Requirements:

Please contact our travel advice line on 021-300 2152 (charges apply), regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access.

Frequent Flyer:

When booking with one of our consultants, please let them know your frequent flyer membership details for inclusion in your booking. If you are booking online, please insert these details in the space provided for inclusion in your booking. Please check your frequent flyer program for the specific terms of your membership. We cannot guarantee that the supplier will credit you with points for your booking. Keep your boarding passes for all flights, as this will be requested if a credit is queried.

Travel Documents:

Travel documents include amongst others airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including amongst others being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to

use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. If you have booked online, you should print out and retain your travel documents as provided to you by the website (or in a follow up email we send you).

Schedule Changes & Cancellations:

We recommend that you contact the airline to confirm your scheduled departure time 24 hours prior to your flight. Check your departure dates and times on itineraries and ensure that your travel documents tie up with the itinerary, know your travel plan.

In the unlikely event of there being an unscheduled extension or cancellation to the final booking caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of The Platform, any expenses relating to such unscheduled extensions or cancellations will be for the clients account.

The Platform cannot be held liable for failing to advise you of any changes, even when these changes had been communicated by the Principal/s to us as there may be delays in relaying this information to you, due to operating hours or technical delays.

Any variations in the final itinerary do not constitute any reason for a refund and The Platform shall not be held for any such variations. It is the clients responsibility to check each amendment to the itinerary. Please note that no passenger who has not utilised an outgoing flight on a return ticket will be allowed to make use of the return trip. If a return flight is booked and only the departure flight is used, airlines may charge additional fees to the client, as often one way flights cost more than return flights.

Privacy Policy

We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy. We and our third party providers of travel and travel related products and services may disclose your personal information to others where 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 companies and other service providers in facilitating your travel arrangements. At all times we retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. We may disclose aggregated information about users and use statistics relating to the site and aggregated information about our sales and trading patterns to others.

By making a booking on any of our Platforms, the client agrees to receive transactional and promotional communications from the site. The client may opt

out of promotional communications at any time, however transactional communication with regards to any bookings will continue to be sent.

Governing Law

If any dispute arises between you and us, The Platform will advise which countries law will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts in that country, and waive any right that you may have to object to an action being brought in those courts.

3rd Party Invoices

Supplier invoices will not be provided to clients, many of our supplier contracts legally prevent us from doing so. The Platform can provide Clients with detailed Invoices providing all relevant cost breakdowns.

Fees & Charges

Service fees cover the costs incurred by The Platform in booking your travel reservation. We reserve the right to charge an additional service fee for any additional services rendered, such as cancellation requests or changes to your booking.

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 online these fees will be in the total quoted. Should you book with an agent these will appear on your quotation.

In the event that The Platform has to engage a lawyer to enforce any of its rights in terms of these conditions or otherwise, and in the event that The Platform is successful in the enforcement of such rights, the client will be liable for all legal fees.

Amendments of these Conditions

The Platform reserves the right to make changes to these terms and conditions without further notice to the Client. In this instance the terms and conditions applicable at the time of making the booking will remain relevant to the respective booking. We recommend you check these conditions from time to time for updates.

Intellectual Property

This booking tool is owned by The Platform. All intellectual property rights in and to the aforementioned vests in The Platform. None of the content or data found on the website (the Platform) may be reproduced, sold, transferred, or modified without the express written permission of The Platform.

When utilising the The Platform you agree to all of the above mentioned terms & conditions.