

GOLF TRIPS SA CC BOOKINGS TERMS AND CONDITIONS

Reservations and Payment

Reservations as referred to hereunder are accepted only after a non-refundable deposit of 15 % of the total package price value is paid to Golf Trips SA and the latter issues a confirmation thereof. The balance owing must be paid by the date stipulated on the invoice but not less than 35 days prior to arrival and / or departure. Golf Trip SA reserves the right to cancel any reservation in respect of payments not received timeously. Prices are quoted at the ruling daily exchange rate and therefore subject to change, unless customer has paid the total package price within 5 days of acceptance. Until Golf Trip SA has received full payment, we reserve the right to charge any variation's to the passengers account. The onus will be on the passengers to check that there have been no charges in price prior to the making of final payment. Airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by Golf Trip SA. Special requests must be made at the time of the booking. Golf Trips SA will endeavor to comply with the special requests, which will be for the cost of the traveler, but cannot guarantee that such requests will be met.

Method of Payment

Golf Trips SA will accept payment by way of cash, cheque and / or electronic transfer and is to be deposited into Golf Trips SA, Standard Bank, Sandton, Account no.: 002843285, Branch code: 006-005, Swift No.: SBZAZAJJ. A copy of the deposit slip is to be faxed to Golf Trips SA.

Cancellation and Amendments

Golf Trip SA reserves the right to cancel any tour at any time prior to departure and / or before arrival, in which event all payments will be refunded in full and final settlement of all liability of whatsoever nature, howsoever arising, which may result of such cancellation. In the event of passengers canceling their reservations, such cancellation must be made in writing and forwarded timeously to Golf Trips SA's *domicilium citandi et executandi*. No verbal cancellations will be accepted. Golf Trips SA reserves the right, upon 45 to 20 days prior written notice of cancellation, to claim a minimum cancellation fee of 50% of the total package price. Furthermore Golf Trips SA reserves the right, upon 19 days prior written notice of cancellation to claim a maximum cancellation fee of 100% as pre-estimated damages as well as in the event of a no show. Golf Trips SA makes use of a large number of suppliers and it is not possible to list all their amendment and cancellation charges. Accordingly, any amendment(s) to confirmed reservations at any time prior to departure will be made subject to the customer informing Golf Trips SA in writing and shall be held liable for all additional costs of whatever nature arising there from. The customer shall be liable for a R50 administration fee payable to Golf Trips SA in respect of each such amendment and / or cancellation.

Unscheduled Extensions

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

Refunds and Unused Services

No refunds will be made for passengers failing to arrive and / or for any unused services.

Travel Documents

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

Passports, Visas, Vaccinations and Inoculations

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

Itinerary Variations

While every effort is made to keep to all confirmed itineraries, we reserve the right to make changes thereto if deemed necessary by Golf trips SA or is advisable to do so and also for the customers convenience. Due to arrangements being made in advance, Golf Trips SA have no control over airlines, hotels and / or other supplier companies who provide customer holiday components and therefore changes and / or cancellations may, occasionally become necessary. Notwithstanding Golf Trips SA having properly confirmed hotel accommodation, excursions, services, flights etc and in the event these become unavailable for whatever reason, Golf Trips SA does not accept any liability.

Additional

Golf Trips SA airline suppliers, apply a standard policy which allows two pieces of luggage and one hand luggage not exceeding a certain weight, approximately 35kg, per customer. In the event a customer exceeds the limit stipulated, any further expense incurred as a result thereof will be for the customer's own account. Furthermore an airport levy may be levied and the customer is liable for payment thereof upon receipt of their boarding pass.

The total time allocated to each game of golf is 7 hours. Should a customer exceed the said limit, for any reason whatsoever, any further costs incurred in relation thereto is for their personal account and Golf Trips SA bares no liability in that regard

Insurance

Insurance against cancellation, illness and / or loss of baggage is highly recommended for all passengers traveling with Golf Trips SA (kindly enquire from our offices) . Customers undertake all activities associated with the itinerary at their own risk and are responsible for their own insurance. Golf Trips SA will not be liable if anyone failed to take adequate insurance cover.

Responsibility and Liability

Golf Trips SA act as agents only for local and international ground operators and airlines and accordingly accept no liability whatsoever, for any loss, damage, injury, accident delay or any other irregularity whatsoever arises. Furthermore the customer agrees that he/she engages in any physical exercise and / or activity voluntarily and absolutely at his/her own risk. The customer assumes sole risk of any and all injury, illness and / or damage to the customer's, or any third party's (including dependants), person and property that may occur during the course of any published tour. The customer hereby indemnifies and hold Golf Trips SA harmless against any and / or claims of whatsoever nature made against Golf Trips SA any party, from whatsoever cause arising, including any and all claims arising out of Golf Trips SA's negligence and / or negligence of it's employee's, agents or any third party/ies. The customer hereby acknowledges that he/she understands fully that this clause is a disclaimer of Golf Trips SA's liability.

Golf Trips SA makes every effort to ensure that all the arrangements and / or services connected with the passenger's itinerary will be carried out as specified and / or in the most effective and efficient way possible. However we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for error and / or omissions of such suppliers. Kindly be aware that Hotels undergo renovations from time to time and they will take all possible steps to limit disruption to their guests. We shall not entertain complaints and / or requests for refunds, if a hotel is carrying out renovations whilst a guest is resident. If we are advised specifically of renovation work, dates may be provided but it is important to remember that these are subject to change and we are not always notified. We shall not be held accountable for complaints concerning renovations that extend beyond the date originally specified.

Jurisdiction of the Magistrate's Court

Golf Trips SA shall be entitled, at it's option to institute any legal proceedings arising out of or in connection with this contract in any Magistrate's Court having jurisdiction in terms of section 29 of the Magistrate's Court Act 32 of 1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

General

This document together with Golf Trips SA's booking form and its' invoice / itinerary constitutes the entire agreement between the parties. No party shall be bound by any representations, warranty /ies, and promise(s) of the like, not recorded herein. No addition to Golf Trips SA's standard booking conditions shall be of any force and effect unless in writing and signed by and on behalf of the parties. No indulgence which Golf Trips SA ('hereinafter 'grantor'), may grant to the customer (hereinafter 'grantee'), shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future. All costs and disbursements including legal costs on the attorney and client scale incurred by Golf Trips SA in recovering any damages and payments payable by the customer to Golf Trips SA shall be for the customers' account. This agreement shall in all respects governed by and construed in accordance with the Laws of the Republic of South Africa. The customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of all proceedings in connection with this agreement. The parties hereby respectively choose *domicilium citandi et executandi* for all notices and processes as given on Golf Trips SA's standard booking form. Either party may change its domicile addresses by written notice delivered by hand or sent by prepaid registered post to the other party. In this agreement a expression which demotes a gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.

Registration No.: CK2003/068381/23

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