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EXQUISITE HOLIDAYS TRAVEL & TOURS BOOKING TERMS & CONDITIONS

I. APPLICATION

All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of Exquisite Holidays Travel & Tours (Pty) Limited are subject to the terms and conditions ('the Conditions'), as they appear below. It is important that you carefully read and understand the following booking terms and conditions as they constitute the entire terms of the relationship between you and Exquisite Holidays travel & Tours (Pty) Limited.

2. THE CLIENT AND AUTHORITY

The person requesting quotations or estimates or making a booking or to whom any services are rendered, is deemed to have read and accepted the Conditions and to have the authority to do so on behalf of the persons 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 Clients'). The person making such booking confirms that he/she is above 21 years of age and further confirms that all clients' details he/she supplies on the Exquisite Holidays Booking Form mirror those details shown on their passports for international travel and South African identity documents for local travel. No employee or agent of Exquisite Holidays has the authority to vary or waive any of these conditions or promise any discount or refund.

3. BOOKING ENQUIRIES AND RESERVATIONS

Once the Client has filled in all applicable fields to initiate an enquiry regarding a particular destination, trip, tour or mode of travel on Exquisite Holidays website www.exquisiteholidays.co.za ('Website'), or has responded to an advertisement verbally or in writing, via e-mail or the internet or has, without reference to any of the aforesaid, asked for more details telephonically (collectively referred to as 'the Enquiry'), the Website, or Exquisite Holidays will prepare and provide the Client with an estimated cost of the Enquiry online, by e-mail or telephonically ('the Estimate'). This Estimate is accepted by the Client when the Client proceeds with the steps as specified on the Website or accepts the Estimate verbally, over the phone or via email.

When you / your agent wishes to make a holiday booking, you must pay a minimum non-refundable deposit of 25% out the total tour price or any higher deposit that may apply to your holiday, together with full payment in respect of certain airfares which have to be ticketed at the time of booking and are non-refundable - full details will be advised at the time of booking; or full payment of the total value of the Estimate ('the Price') as specified in the Pro Forma invoice in order to confirm reservations with Principals ('the Booking'). Once the online Booking or Booking affected by Exquisite Holidays has been completed and the Client has authorized Exquisite Holidays (Pty) Limited to process the payment by submitting the Booking for reservation, the Client will be supplied with an email that will contain the final details of their Booking ('the Booking Confirmation or invoice'). In the case of air tickets, full payment for the Booking needs to be made and received by Exquisite Holidays on the day that the Booking was made in order to guarantee the fare quoted according to the Booking Confirmation Form.

If the Client requests or instructs Exquisite Holidays to affect bookings via the internet and, the Client irrevocably authorizes Exquisite Holidays to do the following on his/her behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payment of a booking and ancillary services and (3) accept booking conditions. The Client acknowledges that he/she 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 up-dated by the Principal over which Exquisite Holidays has no control. Accordingly, Exquisite Holidays cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such advertised on the internet. Any right of recourse in that regard will be against the Principal.

4. THIRD PARTY SERVICE PROVIDERS

Exquisite Holidays Travels & Tours (Pty) Ltd. provides Clients with travel and/or other services either itself or acts as agents for principals engaged in or associated with the travel and hospitality industry, such as airlines, hotels, tour operators

and transport companies (collectively referred to as 'the Principal'). Exquisite Holidays 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. 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. Exquisite Holidays will provide the identity, terms and conditions of all the Principals if so requested by the Client relevant to the service being provided for the Client's booking. It is the Clients' responsibility to familiarize themselves with such terms and conditions ('the Principal's Conditions').

5. DYNAMIC PRICING & PRICES

Dynamic pricing; also called real-time pricing, is an approach to setting the cost for a product or service that is highly flexible and constantly fluctuating until booked and paid for. The goal of dynamic pricing is to allow airlines, hotels and other service suppliers that sell seats, rooms or services over the internet to adjust prices on the fly in response to market demands. Changes are controlled by pricing software that gather data and use sophisticated algorithms to adjust pricing according to the supplier's business rules. By collecting and analyzing data, the supplier can more accurately predict what price the customer is willing to pay and adjust prices accordingly. Dynamic pricing is legal and the general public has learned to accept dynamic pricing as a norm when purchasing airline tickets or reserving hotel rooms / other services online.

All prices quoted on any offer, website, brochure, advertisement, price insert, etc. are for cash transactions based on the airfares, tariffs and currency exchange rates prevailing at the time when those offers were produced. All prices are therefore subject to change without prior notice due to increases in airfares, transportation and fuel costs, security charges, taxes or fees for services such as landing taxes, embarkation/disembarkation fees at ports and airports and currency exchange rates applied to the particular package that may become effective up to and including the day that Exquisite Holidays receives full payment. Until Exquisite Holidays has received payment of the Price in full, it reserves the right to charge any increases to the Client's account and the Client undertakes to pay for any such increases 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.

All prices quoted are based on specially negotiated airfares in a specific airline booking class. At the time of booking, if there is a lack of availability in the specified class on any particular flight, we will endeavor to secure seats for you in an alternative class and you will be told the amount of the applicable flight supplement / higher deposit before you book. Airfares are subject to the price and conditions quoted by the airlines and subject to change until the air ticket is paid for and issued. However, once payment of the Price in full has been received, the Price is guaranteed provided that the payment was made on the day that the Booking was made.

Should the Client be a group booking, Exquisite Holidays reserves the right to adjust the package price and raise a surcharge for group bookings where the minimum number of passengers required for the booking is not met. Should any group member refuse to accept and pay such surcharge, it may result in the cancellation of the booking and forfeiture of all payments made. Exquisite Holidays will be entitled to retain any service fees charged / incurred in booking and servicing your travel reservation. Inclusive tour package prices are based on the total package and no breakdown of costs will be provided.

6. METHODS OF PAYMENT

Exquisite Holidays prefers payment by Electronic Funds Transfer (EFT) on condition that the Client emails the EFT transmission report to Exquisite Holidays that clearly reflects Exquisite Holidays booking reference number and obtains confirmation of receipt of payment when the funds actually enter Exquisite Holidays bank account. Similarly, cash payments are accepted on condition that the Client emails the cash deposit slip to Exquisite Holidays for the cash plus the applicable cash deposit fees deposited into Exquisite Holidays bank account.

Credit Card payments are accepted in accordance with IATA regulations. A signed and validated Standard Credit Card Charge Form (SCCCF) or payments via our Virtual Card Services System are the only recognized forms of payment by credit card. Credit Card payments for land arrangements shall be accepted only on condition that the Client informs Exquisite Holidays at the time of booking and subject to conditions advised and acceptable to the Cardholder and Exquisite Holidays. Any agent who acts as an intermediary between the Client and Exquisite Holidays must acknowledge that he/she has physically seen the credit card used and that the signature on the card is the same as that on the Credit Card Charge Form. Minimum requirements to prove that the cardholder was present at the time of the transaction include; the completion of a signed, validated and approved standard credit card charge form, a copy of the front and back of the credit card and the cardholder's identity document. The said agent or intermediary assumes full responsibility for any chargebacks, credit card fraud or other irregularities arising from any such credit card transactions. If the card is a foreign credit card then the Cardholder may be requested to provide various other details.

When booking real-time, live inventory on the internet, the full payment is due immediately by Visa, Master, American Express or Diners Credit Card, Electronic Funds Transfer or Cash Deposit at a bank, whichever is applicable. If the full payment is not received by midnight South African time on the day that the Booking was made, Exquisite Holidays or the Supplier involved reserves the full right to cancel the Booking. In the event that payment was made after the aforementioned deadline, the Client will be liable for any difference in price should the Client still want to proceed with the Booking at the higher price. Exquisite Holidays Travels & Tours (Pty) Limited is a South African company and all transactions are processed in South African Rand (ZAR). Currency conversion charges may be levied by your merchant bank if payment is made from another country and/or in another currency. This fee is determined by the global treasury of the applicable credit card company and is impacted by the change in daily exchange rates. Foreign Exchange Regulation Compliance is the Client's exclusive duty. This will apply especially when the Client instructs Exquisite Holidays to make and pay for travel arrangements on the internet.

7. RESPONSIBILITY/ HOLD HARMLESS

Exquisite Holidays arranges leisure, business, sports and adventure tours to global destinations including certain regions where the standards of accommodation, transport, safety and security, hygiene, medical facilities and other infrastructure may, at times be lower than those one would normally expect. All tours, especially those to sporting events, visiting remote or unstable regions or areas with extremes in climatic conditions or dangerous wildlife, involve a risk of injury, psychological trauma, disease, loss or damage to property, inconvenience and discomfort. All bookings are accepted on the clear understanding that the passengers are fully aware of the said risks and potential hazards and agree to assume all such risks associated with the journey, which they undertake of their own choice and entirely at their own risk.

Exquisite Holidays acts as agents only for local and international airlines, ground operators and hotels and accordingly accepts no liability whatsoever for any loss, damage, injury, illness, death, accident, delay, or any other irregularity howsoever arising. Exquisite Holidays makes every effort to ensure that all the arrangements and services connected with a Client's itinerary will be carried out as specified in the most efficient and effective way possible. However; Exquisite Holidays does not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, Exquisite Holidays does not accept liability for the errors and omissions of such suppliers. The contract in use by such suppliers shall constitute the sole contract between the supplier and the Client and any right of recourse the Client may have, will be solely against the supplier concerned.

Except where otherwise expressly stated in these Conditions, Exquisite Holidays cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage or loss, as a result of "force majeure". In these Conditions, "force majeure" means any event which we or the supplier of the services in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events beyond our control.

8. INSURANCE

Clients are responsible for their own insurance and Exquisite Holidays will not be responsible or liable in the event of a Client failing to purchase adequate insurance cover. Clients are strongly advised to purchase travel insurance covering cancellation and curtailment, delays, personal accident and liability, medical expenses, emergency repatriation, loss of or damage to baggage and sports equipment. (N.8. this list is not exhaustive). It shall not be obligatory upon Exquisite Holidays to affect insurance for the Client except upon detailed instructions given in writing and all insurance affected by Exquisite Holidays pursuant to such instructions will be subject to such exceptions and conditions as may be imposed by the insurance company or the underwriters accepting the risk and Exquisite Holidays 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 only. Once the insurance has been confirmed and paid for, the passenger will be issued with a policy wording document of the insurer. It is a complex document, which must be read before you travel so that you can address any queries you may have to the insurer before your departure. Credit card companies offer limited levels of travel insurance cover that Exquisite Holidays does not consider adequate for international travel. Kindly check with your credit card company to obtain specific details of the cover offered.

9. PASSPORTS, VISAS & HEALTH

It is entirely the Client's duty to ensure that all passports and visas are current, valid and obtained in good time along with any vaccinations, inoculations, prophylactics and the like, where required. Clients must reconfirm visa processing times with the issuing authorities before they book flights and have air tickets issued as they will be solely responsible for all costs related to change of reservations / reissuance / administration fees for any changes subsequently requested. Passports must have a minimum of three blank pages and be valid for at least 6 months / 9 months for India, after your return to South Africa. Please check the requirements online or with your travel consultant at the time of booking. Whilst Exquisite Holidays may assist the Client with information, such assistance will be at Exquisite Holidays discretion and the Client acknowledges that in doing so,

Exquisite Holidays assumes no obligation or liability and indemnifies Exquisite Holidays against any consequences of non-compliance. Avoca, its employees or servants will not be responsible or liable in the event of any delays, loss, misdirection or theft of travel documents/passports when using its messenger, the post office, document exchange or independent courier company for the delivery/collection of any travel documents/passports to/from our offices on behalf of the Client or their travel agent.

Clients undertake all adventure/sporting activities and attend dangerous sporting events of their own choice and entirely at their own risk. Exquisite Holidays will not be responsible or liable for any accidents that may occur. It is the Clients' duty to familiarize themselves with the inherent risks and dangers of their journey as well as the mental and physical condition required for their proposed travel arrangements. At the time of booking, passengers may be given a medical certificate that must be completed by a medical practitioner and returned with their booking form. Passengers aged 70 years and over or those with a pre-existing health condition or any medical dietary requirement must also submit a letter of fitness completed by their medical practitioner confirming they can undertake the demands of their tour unaided. Children policies vary and depend on the destination/journey selected.

Effective 01 June 2015, new RSA immigration directives require all persons under 18 years of age to present an unabridged birth certificate at check-in; in addition to a valid passport and visas when entering, departing or transiting South Africa. This requirement will apply to minors of all nationalities whether travelling unaccompanied, with both parents, single parent or with other adults. Visit www.exquisiteholidays.co.za for more information.

10. CHANGES MADE BY THE CLIENT

All requests for changes and amendments to confirmed bookings must be made in writing and signed by the Client. Any Client wishing to make a change to a booking will have to pay all charges imposed by the suppliers providing the component that he/she would have us change. Fares will be re-quoted at the time of amendment and an administration fee of R300 per person is payable for each amendment and/or cancellation in addition to any cancellation and administration charges applicable to tickets, documents or vouchers submitted for refund or reissue. Any changes to a confirmed booking requested less than two weeks before departure will be treated as a cancellation of the passenger's original booking and will attract the applicable cancellation charges and any subsequent arrangements requested will be regarded as an entirely new booking. After departure it is understood that extra expenses incurred as a result of any change will be for the Client's account and any unused service will not be refunded. Amendments and cancellations requested whilst enroute may be made and paid for directly with our local operators. Exquisite Holidays does not accept any requests for amendment/cancellation of hotel accommodation for trade fairs, special and sporting event bookings made within 30 days from the date of arrival.

11. CANCELLATION BY THE CLIENT

Should the Client cancel his/her booking for any reason, he/she must immediately notify Exquisite Holidays of such cancellation in writing and the cancellation will take effect on the date that Exquisite Holidays receives the said cancellation notice. Where the booking is for a package, the client will be responsible for all cancellation charges of whatsoever nature imposed by the service providers of the component parts of such travel arrangements and the Client will be liable to pay the following cancellation charges: More than 60 days before departure - forfeiture of deposits paid. 30 to 60 days before departure – 50% of the total tour cost. Less than 30 days before departure 100% of the total tour cost.

Where the booking includes a Low Cost Carrier or special fare, the relevant charges raised by the carrier will apply and in some circumstances may be 100% of the total fare, regardless of when cancellation is affected. Trade fair, special and sporting event bookings carry 100% cancellation charges. Exquisite Holidays will charge a processing fee of R300 per ticket for every request for refund and any monies that you have already paid to us will be retained as payment or part payment of any cancellation charges.

12. DELAYS AND UNSCHEDULED EXTENSIONS

Exquisite Holidays, its employees and agents shall not be responsible and shall be exempt from all liability for any delays prior to departure from your point of origin in South Africa or during the course of any tour brought about by 'force majeure'. Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, fire, natural or nuclear disaster, adverse weather conditions, flight scheduling, overbooking by the airline, technical difficulties, strikes, or any other circumstances that are beyond Exquisite Holidays control. It is understood that all expenses relating to any such unscheduled extensions such as, but not restricted to, hotel accommodation, airfares, taxi fares, meals, telephone calls etc. will be borne by the client who may refer to his/her respective travel insurance policy purchased for possible compensation.

13. ITINERARY VARIATIONS

Every effort is made by Exquisite Holidays to adhere to confirmed itineraries; however, we reserve the right to make changes to the Client's travel arrangements when it becomes necessary to do so. A significant change to travel arrangements would include a change in the departure date from South Africa; where the flight times are changed by more than 12 hours or a change to a lower standard of accommodation to that which is booked. In these instances of significant changes to travel arrangements, Exquisite Holidays undertakes to advise the Client thereof as soon as reasonably possible before his/her departure date to obtain further instructions in this regard.

All other changes are minor changes. A minor change can be made at any time and, if practicable, we will advise the Client of any such change prior to departure but are not obliged to do so. Such minor changes may be made by Exquisite Holidays at its discretion without being responsible or liable for the payment of compensation to the Client as a result of such minor changes. In instances when any travel component is confirmed by Exquisite Holidays and subsequently cancelled by the supplier for whatever reason, Exquisite Holidays will accept no liability for the said cancellation.

Exquisite Holidays reserves the right to cancel any tour prior to departure due to insufficient numbers or any unforeseen circumstances beyond its control. If a tour is cancelled due to circumstances such as, but not restricted to, severe weather conditions or force majeure, Exquisite Holidays will refund all monies except any cancellation fees levied by airlines and other third parties. Unforeseen circumstances such as force majeure, adverse weather, flight scheduling, hotel overbooking and faults with transportation or road, rail or sea conditions may affect the tour itinerary after the commencement date. Any decision made in respect of tour services by independent operators to reroute or amend the itinerary due to any of the above or similar circumstances is at the sole discretion of the tour service provider and Exquisite Holidays shall not be liable for any claim whatsoever arising from such events.

14. AIRTICKETS, VOUCHERS AND ITINERARIES

Exquisite Holidays normally prepares air tickets, vouchers and itineraries for the Client after the receipt of full payment of the package price and a signed and completed booking form. In instances where the airline issues air tickets, the time period may vary and Exquisite Holidays will inform the Client accordingly. Documents will be emailed to the Client or may be collected from Exquisite Holidays offices. Should the Client require documents and air tickets to be forwarded either to him/her or the departure airport this may be arranged with Exquisite Holidays and the courier costs in respect thereof will be for the Client's account.

It is important that the Client checks all details on the air tickets, vouchers and itinerary upon receipt before leaving South Africa. In the event of any inaccuracy or further queries, he/she should contact Exquisite Holidays immediately. Exquisite Holidays will not be liable for any delay or loss occasioned as a result of any inaccuracies on any travel documents discovered after the Client's departure from South Africa. The Exquisite Holidays voucher is our official document that serves as both a confirmation and exchange document for the arrangements the Client has purchased. The Client will be required to present it to the hotel, car rental or any other named service provider for the provision of the services mentioned therein. Vouchers are valid for the dates and services mentioned only and are not refundable or transferable.

The hotel, car rental or any other named service provider has no authority to refund any monies paid or grant any authority to claim a refund from Exquisite Holidays for lost or unused vouchers, transportation tickets, and car rental and / or tour package components. Clients who have lost or mislaid their vouchers or are unable to present them upon request will be obliged to pay the service provider directly for the provision of services. Clients who may require upgraded and/or optional services not stipulated in the voucher must pay the service provider directly for the said services upon request.

15. UNUSED SERVICES & REFUNDS

Cancellation or amendment of any hotel accommodation enroute can only be made directly with Exquisite Holidays service suppliers. Proof of cancellation must be substantiated in writing and should include details such as date, time, and name of staff who handled your cancellation request, reason for cancellation and the cancellation number. Claims must be received in writing by Exquisite Holidays along with the original vouchers within 28 days of the services in question. Subject to any additional charges levied by the service suppliers, any refund will attract a minimum charge of the cost or the first night's accommodation in each city, whichever is the greater. All correspondence pertaining to refund claims should be emailed to the Customer Services Manager at ayesha@exquisiteholidays.co.za for assessment. Where due, Exquisite Holidays will make refund payments within fourteen working days of claim resolution.

No refunds will be considered for any of the following reasons: no-shows or any unused services irrespective of whether they form part of the tour or in respect of pre-booked optional arrangements; partially unused car rentals, apartment reservations or package tour components.

Unused hotel accommodation, breakfast, hotel services or airport transfers especially during group tours, trade fair, special and sporting event periods. Leaving a tour for any reason after the tour has begun; delays and/or cancellation of special and sporting events and trade fairs due to 'force majeure, weather conditions or circumstances beyond Exquisite Holidays control.

16. COMPLAINTS PROCEDURE

Should you not be satisfied or experience problems with any aspect of your arrangements whilst on tour, you must immediately inform the supplier of the services in question, who will normally take appropriate action to resolve the issue at the time. If you are still dissatisfied, you must notify Exquisite Holidays immediately to enable us to resolve the problem. Failure to give us the opportunity to resolve any problem at the time it occurs may result in either a reduction or complete extinction of any rights that you may have to claim compensation. If you remain dissatisfied, write to our Customer Services Manager at ayesha@exquisiteholidays.co.za within 28 days of the unsatisfactory service. Your letter should include your booking reference, full details of your complaint, all relevant receipts and substantiating evidence. Whilst every effort will be made to resolve your complaint to your satisfaction, it is specifically recorded that Exquisite Holidays in no way accepts liability for any claim.

17. AIRLINE INFORMATION

Airlines featured in Exquisite Holidays brochure, website and other media do not, by virtue of their endorsement, represent themselves either as contracting with any purchaser of a package tour from Exquisite Holidays or as having any legal relationship with such a purchaser. Air tickets issued on behalf of the Client shall constitute the sole contract between the Client and the issuing airline. Inclusive Tour & Low Cost Carrier airfares are used in our package tours and frequent flyer upgrades and the accrual/redemption of frequent flyer miles/points are not possible on our packaged tours. Low Cost Carriers do not provide inflight meals. Unless otherwise specified in the air ticket, the economy class passenger's single checked bag should not exceed 23 kg in mass and the unchecked bag 7 kg in mass.

18. AIR BOOKINGS

Exquisite Holidays will use its best efforts to ensure that all airfares are correct at the time they are quoted. Taxes fluctuate constantly and the airfare can only be guaranteed when the air booking has been paid for in full and the ticket has been issued. Full payment is required immediately upon confirmation when advance instant/purchase, special/promotional, low cost carrier and inclusive tour airfares are used in conjunction with land arrangements and are subject to special conditions, restrictions and penalties as stipulated by the issuing airline. At the time of booking, you must provide Exquisite Holidays with full names as they appear in your passport. Airlines do not permit name changes for any reason and any such changes are likely to result in your being charged the full cost of the airfare. New reservations will be subject to all applicable penalties and seat availability. Air bookings are not transferable and airlines reserve the right to amend or withdraw any airfare without prior notice. If the Client requests flight changes or cancels flights after the air tickets are issued, revision fees, change of reservation fees and/or airline cancellation fees will apply and may be in addition to cancellation charges mentioned in paragraph 10 above. If Exquisite Holidays is unable to confirm your air booking in the airline's scheduled class of service it may offer the next higher fare class that is available. Group bookings and ticketing are controlled directly by the issuing airline. Service fees are levied to cover the costs incurred by Exquisite Holidays to book and service your reservation.

19. AIRPORT CHECK-IN

The Client must provide his/her passport or identity document and e-ticket at the check-in counter of the airline concerned. Certain airlines require a copy of the credit card used to make payment in addition to the above mentioned documents. Airline check-in counters close approximately sixty minutes prior to flight departure. Allow a minimum check-in time of at least three hours for international flights and ninety minutes for domestic flights. Boarding gates close twenty minutes prior to flight departure and are usually a considerable distance away from the check in area. Passengers are advised to check in early, clear security and immigration and report to their correct boarding gate at least forty five minutes before flight departure.

20. TRANSPORTATION, FLIGHT SCHEDULES & RECONFIRMATIONS

Flight schedules as provided by airlines are subject to civil aviation and air traffic control regulations. Scheduled timings for all means of transportation are subject to traffic congestion, adverse weather, road, rail and sea conditions, the need for routine maintenance and the ability of passengers to check-in on time. There is therefore no guarantee that flights, coaches, trains, ferries or ships will depart at the times stated on any itinerary or tickets that you receive. All timings are provisional estimates and Exquisite Holidays accepts no liability for any delays and/or schedule changes howsoever arising.

It is the Client's responsibility to ensure that he/she reconfirms the departure date and times of all his/her flights at least 72 hours prior to their departure. Failure to do so may result in the cancellation of the Client's reservation. This is particularly important in respect of onward flights after leaving South Africa.

Exquisite Holidays will not be responsible or liable for any delay and/or loss as a result of your failure to reconfirm any flight and/or connecting flight.

21. AIRLINE REFUND PROCEDURES

Airline refund policies vary and refunds may take up to 12 weeks to process although this time frame cannot be guaranteed by Exquisite Holidays. All air tickets returned to Exquisite Holidays for refund will be submitted to the issuing airline for assessment subject to the payment of a processing fee of R300 per ticket. Should a refund be authorized, such refund will be made to the Client, less any cancellation or administration charges levied by the airline. If the air ticket was paid for by credit card, Exquisite Holidays processing fee of R300 per ticket is payable prior to submission of the refund application because the issuing airline will pay any refund due directly into the Cardholder's account. Air tickets bought for cash will be refunded via EFT- Electronic Funds Transfer by Avoca less the R300 processing fee. Partly used tickets will be refunded at less than the pro rata rate on the face value of such ticket. Unused tickets not submitted for a refund within one year from the date of issue will be regarded as expired by the airline and have no refund value.

22. HOTEL INFORMATION

Hotel descriptions featured are based on current hotel guides and contractual agreements provided by suppliers and any facilities described are subject to change at any time. Maps and photographs are included for general information only and may not necessarily reflect actual routings, location or services. Hotel room photographs may not be specific to the actual room occupied. Exquisite Holidays has made reasonable enquiries to verify that the descriptions and details are accurate but does not warrant that they are. Hotel standards, facilities and room sizes vary globally and hotels or resorts in one city cannot be compared directly with those in another city.

Prices quoted are per person share twin and cover "run of house" standard room accommodation unless otherwise specified whereby the room type will be assigned by the hotel subject to availability at the time of check-in. Client's travelling alone cannot purchase share twin accommodation and a single supplement surcharge will be payable for a single room / any extra beds arranged. Most hotels do not have dedicated triple rooms and extra beds are normally the roll away type temporarily installed in a twin room and may compromise comfort due to room size and layout. Special requests such as a baby cot, room location or type, a particular facility or view at a hotel are not guaranteed and can be offered on a request only basis and subject to availability at the time of check-in. Exquisite Holidays will not be responsible if the requests cannot be satisfied or confirmed.

Check-in and check-out times vary globally with the norm being between 12h00 and 15h00 for check-in on the day of arrival and between 10h00 and 12h00 for check-out with no guarantees for early check-in/late check-out unless paid for. Hotels reserve the right to charge for periods when the room is occupied before the normal check-in time and after the normal check-out time. For the Client's comfort and convenience Exquisite Holidays recommends that when booking the number of nights the Client intends to stay, he/she considers whether this covers his/her early arrival/late check-out, neither of which is covered by the tour price. Upon check in, hotel staff will request an imprint of the Client's credit card or a cash deposit for any optional in house services not included in the tour price e.g. mini-bar, laundry, telephone etc. Upon check out the Client may settle the bill for any extras or have the cancelled voucher returned if there are none.

Hotels undergo periodic maintenance from time to time and take all possible steps to limit noise, disruption and inconvenience to their guests. Exquisite Holidays will not entertain complaints or requests for refunds if a hotel is undergoing maintenance whilst a guest is resident. Dates may be provided if Exquisite Holidays is specifically advised, however; it is important to remember that these dates are subject to change and Exquisite Holidays is not always notified. Any accommodation arranged for the Client must only be used by those people named on his/her confirmation invoice or voucher, Clients are not allowed to share the accommodation or let anyone else stay there. Clients are responsible for the cost of any damage caused to their accommodation or its contents during their stay. These charges must be met by the Client and may have to be paid locally.

The imposition of tourism / hospitality / other levies by governments and tourism authorities to fund new tourism projects and upgrade existing infrastructure to enhance the visitor's overall experience is a growing trend globally. Levies are based either on nightly room occupancy or per person per night and rates vary with hotel category and destination. In certain countries (e.g. USA) certain resorts and hotels may levy a nightly resort charge to all reservations that includes access to all resort amenities such as internet access, fitness centre, spa, golf driving range etc. All such levies / fees / charges are never included in the room rate and your package price as they are payable to the hotel / resort on the spot by the guest in local currency upon check out / in.

23. GENERAL INFORMATION

Exquisite Holidays will advise the Client of all mandatory taxes, which he/she must pay before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommended that the Client retains sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when reconfirming his/her flight details.

Exquisite Holidays can pass on any special requests that the Client may wish to make at the time of booking, however, the acceptance of such requests is at the discretion of the airline or service supplier and under no circumstances are special requests guaranteed. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on the Client's confirmation invoice or any other documentation, is not confirmation that the request will be met.

If the Client or any member of his/her party has any medical problems or disability which may affect their holiday, the Client needs to give Exquisite Holidays full details in writing at the time of booking. If Exquisite Holidays reasonably feels unable to properly accommodate the particular needs of the person concerned, it reserves the right to decline their reservation. Exquisite Holidays further reserves the right to cancel the reservation should it become aware of any such medical problem or disability that was not disclosed at the time of booking.

Any charges made to the Client's credit card whilst abroad are entirely his/her responsibility. Exquisite Holidays will not be responsible, nor accept responsibility for having these charges reversed or rectified upon his/her return to South Africa. If the Client intends to drive a rental car abroad; he/she will require a valid South African driver's license, an international driver's license and his/her credit card. Subject to statutory constraints or compliance with an order of court, Exquisite Holidays undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

24. CONDUCT WHILST TRAVELLING

The Client agrees that he/she will at all times comply with the requirements of Exquisite Holidays or the person in authority in regard to his/her conduct. Exquisite Holidays reserves the right to refuse to accept the Client as a customer or continue dealing with him/her if Exquisite Holidays, other person in authority, believes his/her behavior is disruptive, threatening or abusive and causes unnecessary inconvenience or if he/she damages property, upsets, annoys, disturbs or puts any other travellers / staff / agents in South Africa or abroad in any risk or danger, via the telephone, in writing or in person. If the Client is disruptive and prevented from boarding his/her outbound flight in South Africa, Exquisite Holidays will treat his/her booking as cancelled by him/her from that moment and he/she will have to pay full cancellation charges. If this occurs overseas then he/she will become responsible for his/her own return home and any other members of his/her group who cannot or will not travel without him/her. Exquisite Holidays will not be liable for any refund or compensation or any costs or expenses that the Client may incur.

If the captain of the Client's flight or cruise vessel or any of Exquisite Holidays agents or hotel staff believes that the Client could be disruptive or that he/she is suffering from a contagious disease, they can also refuse to let the Client proceed with his/her travel arrangements, restrict his/her movements on board, disembark him/her from an aircraft or vessel or remove him/her from his/her accommodation or excursion. If the Client is refused carriage because of his/her behavior or he/she is under the influence of alcohol or drugs, the air/cruise line may pass on his/her details and date of the refusal of carriage to other air /cruise lines for their information. This in turn may make it difficult for him/her to book other air/cruise line tickets.

In any of these circumstances, no refunds or compensation will be paid to the Client and Exquisite Holidays may make a claim against him/her for any damages, costs and expenses, including legal expenses incurred as a result of his/her behavior including but not limited to (i) repairing or replacing property lost, damaged or destroyed by him/her, (ii) compensating any passenger, crew, staff or agent affected by his/her actions and (iii) diverting the aircraft for the purpose of removing him/her from the aircraft. Criminal proceedings may also be instigated. For the purposes of this section reference to "he/she", "him/her", and "his/her" includes any other person in the Client's party.

25. TOUR PRICE EXCLUSIONS

Unless otherwise specified, the price of any tour booked excludes passport, visa and courier fees, insurance, tourism levies, laundry, telephone bills, beverages, tips and gratuities to service provider staff / tour leaders, guide services, entrance / camera fees, items of a personal nature, excess baggage charges, optional excursions and any services not stipulated in the tour itinerary, brochure or service voucher.

26. WEBSITE, BROCHURE, INFORMATION, DOCUMENT & BILLING ACCURACY

Whilst every effort is made to ensure website, brochure, information, document and billing accuracy at the time of publishing, Exquisite Holidays is not responsible for omissions, printing and/or typographical errors in their website, brochures, correspondence or invoices or in any other media where such information may be presented and reserves the right to make corrections as required. In the case of computer or human billing errors, Exquisite Holidays reserves the right to re-invoice the Client with the correct billing and further reserves the right to cancel the booking if the Client does not wish to accept the price which is actually applicable to the holiday in which case, the Client will be given the choice to amend the booking to an alternative holiday at the correct price. Clients are requested to check the details on their invoice upon receipt and inform Exquisite Holidays immediately in the event of an error or discrepancy. The terms and conditions listed are those in effect at the time of printing and remain in effect until updated.

27. LIMITATION OF LIABILITY

Exquisite Holidays, its officers, directors, servants or agents will under no circumstances be liable for any claim, loss, damage or injury suffered by any person whether to their person or property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of Exquisite Holidays, unless such claim is due to the gross negligence of Exquisite Holidays and such claim is lodged in writing with Exquisite Holidays within 30 (thirty) days after the end of the Booking. Such liability will be subject to a limitation of ten thousand rand's per Client per Booking and under no circumstances will Exquisite Holidays, its employees and agents be liable for any indirect or consequential loss or damage whatsoever.

28. LEGAL

This document together with Exquisite Holidays booking form, invoice and itinerary constitutes the sole record of the agreement between the parties. No party shall be bound by any representation, warranty and promise of the like not recorded herein. The Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Exquisite Holidays or otherwise that is not included herein. No addition to the Exquisite Holidays Booking Conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties.

All costs and disbursements, including legal costs on the attorney and client scale incurred by Exquisite Holidays in recovering any damages and payments payable by the Client to Exquisite Holidays shall be for the Client's account. This contract shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa. The Client hereby consents to the jurisdiction of the Magistrates Court having jurisdiction over its person in respect of all proceedings in connection with this agreement. Exquisite Holidays shall be entitled, at its 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 No. 3211944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

29. CONSULAR ADVICE

Exquisite Holidays makes no representations as to the safety and security, prevailing conditions or other issues that may exist at any destination. Client's enquiries with regard to local issues and prevailing conditions at the intended destinations should be made prior to making a booking. Advice may be obtained from local governments, local consular offices and the official websites of the relevant foreign affairs/governmental departments concerned. Exquisite Holidays recommends that the Client review information provided by the South African Department of international Relations and Cooperation prior to making a booking by visiting their website www.dirco.gov.za for the latest information. Exquisite Holidays strongly recommends that the Client familiarize himself/herself with the latest Government Consular advice and information regarding the destinations he/she intends to visit. It is advised that the Client registers his/her details prior to departure on the Registration of South Africans Abroad website.

ACCEPTANCE OF THESE BOOKING TERMS & CONDITIONS

I, _____
the undersigned, confirm that I have read and accept these Booking Terms & Conditions and have the authority to do so on behalf of the persons in whose name the estimate or quotation or reservation is request ed and/or provided and/or the person to whom the services are rendered. I accept and understand the basis of the offer and I further confirm that I am above 21 years of age and fully empowered and authorized to sign on behalf of all of the parties mentioned in the Exquisite Holidays offer / confirmation / booking form.

SIGNITURE _____

DATE _____