

EHOLIDAYS TERMS AND CONDITIONS

Please take note of the following Terms & Conditions of the contract between you and eHolidays (Pty) Ltd, offering the ability to enter into transactions directly with eHolidays (Pty) Ltd or with certain parties whose content appears on the website. eHolidays (Pty) Ltd acts as booking agent on behalf of the suppliers of the components of the tours / travel plans we arrange and therefore are subject to the standard terms and conditions of such suppliers. You hereby acknowledge that some of the material accessible through the facility is provided by third parties and we are not responsible for this material, unless due to a breach of the obligation of eHolidays or an act or omission of eHolidays in the case of a claim for injury or death.

Where this booking engine facility provides the ability to enter into transactions with third parties we are not responsible for these third parties or the goods and/or services they offer unless due to a breach of the obligation of eHolidays or an act or omission of eHolidays in the case of a claim for injury or death. Airlines and other third party travel providers impose different terms and conditions on the sale of specific travel products featured on this site. You should carefully read all the terms and conditions specific to the product you are booking before finalising your travel transaction/s and if there is anything that is not clear, please contact an eHolidays consultant or e-mail us at enquiries@eholidays.co.za before you proceed with your booking.

Use and Accessibility of Site

This site is offered to the client on condition that the client accepts, the terms, conditions, and notices contained herein. The client's use of this site constitutes the client's agreement to all such terms, conditions, and notices and if there is anything that is not clear, please contact a consultant or e-mail us before you proceed with your booking.

Access to and use of the website is entirely at the user's risk. eHolidays (Pty) Ltd may discontinue or suspend the site at any time without notice, and it may block, terminate or suspend any user's access at any time for any reason in its sole discretion, even if access continues to be allowed to other

Copyright and Trademark notifications

The content of this travel website and booking engine are the property of the licensor and / or provider of this site, eHolidays (Pty) Ltd. Unauthorised use is strictly prohibited. All title, ownership rights and intellectual property rights including copyright, rest with eHolidays (Pty) Ltd. eHolidays (Pty) Ltd. and the eHolidays (Pty) Ltd. logo are registered trademarks.

None of the content or information found on this site may be reproduced, modified or transferred, copied or used (whether in whole or in part) without the prior written permission of eHolidays (Pty) Ltd.

Law and jurisdiction

South African law and the jurisdiction of South African courts will govern the relationship / agreement between the Client and eHolidays (Pty) Ltd. Either party 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.

Accuracy of information / Changes and Liability disclaimer

We cannot accept responsibility for any third party travel service, rules, Terms & Conditions that are incorrectly represented within the system. The third party data, fares and services shown / provided are in good faith and sold "as is" and eHolidays (Pty) Ltd cannot be held liable unless due to a breach of its obligations.

eHolidays (Pty) Ltd does not endorse or recommend any particular travel service provider. eHolidays (Pty) Ltd and its third party suppliers have taken reasonable care that the content of this travel web site, including all travel information and listings is correct but is subject to amendment at any time and where possible the user will be given notice. eHolidays (Pty) Ltd publishes such information in good faith. As the user you acknowledge and accept that eHolidays (Pty) Ltd will to the best of its ability to check the accuracy of all information provided by travel service providers such as airlines and hotels but eHolidays (Pty) Ltd cannot be held liable unless due to a breach of its obligations. In particular, we are not liable for any inconvenience caused or expense incurred as a result of any unsuitability of travel services for use in association with other travel services, unless due to a breach of our obligations.

Any Agent's role in relation to your travel arrangements is limited to facilitating your booking and arranging travel documentation, payments and refunds as applicable. eHolidays (Pty) Ltd accepts responsibility for the performance of this role and for the negligence of its employees. However, to the maximum extent permitted by law, eHolidays (Pty)

Ltd disclaims all liability for any technical errors, corruption of any data, unauthorised access to your personal data, inaccuracies in information supplied by third parties, or failure by the Agent to complete bookings where that failure is due to circumstances beyond its control.

eHolidays (Pty) Ltd reserves the right to change the Terms & Conditions and notices under which this website is offered and the Client agrees to accept and be bound by those Terms & Conditions and notices that are in effect at the time of the Client's use of eHolidays (Pty) Ltd website and facilities. Your attention is drawn to the date of publication of the terms and conditions and thus a change in date will mean that certain clauses may have changed.

eHolidays (Pty) Ltd shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to any Client, their luggage, or other property, wherever, whenever and however the same may occur unless due to a breach of the obligation of eHolidays or an act or omission of eHolidays in the case of a claim for injury or death. The Client indemnifies and holds harmless eHolidays (Pty) Ltd, its employees and agents accordingly. eHolidays (Pty) Ltd, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever, unless due to products liability in terms of section 61 of the Consumer Protection Act ('the CPA').

Third Party Service Providers

eHolidays (Pty) Ltd accepts no responsibility or liability for any failure or delay on the part of any third party in providing travel services to you where your booking has been properly processed by it, nor will eHolidays (Pty) Ltd be responsible for any acts or omissions of airlines or other third parties in the course of delivery of such travel services unless due to a breach of the obligation of eHolidays or an act or omission of eHolidays in the case of a **claim for injury or death. eHolidays (Pty) Ltd accepts no liability for any loss, damage, injury, illness, harm or death which the client may suffer as a result of any omission on the part of or the failure of the supplier to fulfil their obligations unless due to a breach of the obligation of eHolidays or an act or omission of eHolidays in the case of a claim for injury or death. The contract in use by the supplier shall constitute the sole contract between the supplier and the client.

Use of the booking engine and Access

This online booking engine is offered to the client on condition that the client accepts the terms, conditions, and notices contained herein. The client's use of this website constitutes the client's agreement to all such terms, conditions, and notices.

In making a hotel, air or car reservation for you through the booking engine, eHolidays (Pty) Ltd will be acting as agent of the airline, hotel / wholesaler or car Hire Company concerned. eHolidays (Pty) Ltd accordingly accepts no responsibility or liability for any misunderstanding or error, whatsoever and howsoever caused, in respect of any reservation made through the booking engine unless due to a breach of the obligation of eHolidays or an act or omission of eHolidays in the case of a claim for injury or death.

Use of contact Information

As a user of this online website and any service or facility such as the booking engine, you agree and consent that eHolidays (Pty) Ltd may use, including to share with third parties, your contact information (i.e. your name, e-mail and physical / postal address and / or other contact details) for all purposes directly connected with your reservation request.

Indemnification

As a condition to use this facility, you agree to defend and indemnify eHolidays (Pty) Ltd and/or their respective suppliers and any of their 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 unless due to a breach of the obligation of eHolidays or an act or omission of eHolidays in the case of a claim for injury or death.

Travel Destinations

By offering travel to particular international destinations for sale, eHolidays (Pty) Ltd does not represent or warrant that travel to such points is advisable or without risk, and is not liable for damages or losses that may result from travel to such destinations, unless due to a breach of the obligation of eHolidays or an act or omission of eHolidays in the case of a claim for injury or death.

Your responsibility as the Client

By registering for use of this facility, the person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read and accepted the Terms & 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. You as the client, warrant to us that you have appropriate legal capacity and are duly authorised to effect a booking transaction on this travel website. You must have sufficient credit on your credit card account to meet all charges for travel services you book through this website.

You must keep secure any means of identification that we provide to you in order to access the service. You must not resell the service or any products or services accessed by means of the service, or permit any other person, other than adult members of your household or others with your express permission and under your personal supervision, to use your user identification to access the service.

You are strictly responsible for all use of the service, and all transactions entered into by means of the service, using this user identification. You must not use the service for any activities which breach any laws, infringe any party's rights, or breach any standards, content requirements or codes promulgated by any relevant authority.

You must not use the service in any way which interferes with other users or defames, harasses or menaces anyone. You indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way connected to use of the service by you or any other person using your membership identification or password. You acknowledge that copyright subsists in all software, including HTML code, provided in association with the Service. You must not modify, copy, transmit, display, perform, publish, license or create derivative works from any information or software accessed by means of the Service. Where copying or transmission is expressly permitted, you must not change or delete any author attribution or copyright notice. You acknowledge that we may receive all commission from transactions entered into using the service.

eHolidays (Pty) Ltd Standard Terms & Conditions

Prices

Airfares and 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. However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by the Travel Agent. Should the Client be a group booking and the group number deviate from the number required for the Booking, the supplier 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 Supplier cancelling the booking and retain any payment made (The agent will be entitled to retain any service fees charged).

Airfares and prices displayed in fare finder or when booking online or on this site may not include taxes or airport charges and are subject to Airline/ provider availability. The general booking form constitutes a request only and we do not guarantee fares or prices until the booking has been confirmed by one of our consultants and paid for. Airline/hotel/car availability, fare conditions and class of travel can change at any time. Routing restrictions and other special conditions may apply. Taxes, airport charges and any additional costs will be advised to you when your booking is confirmed. Bookings made through the booking engine also constitute a request, and the correctness of this request in regards to abiding by the rules of the fare as stated is the responsibility of you, we do not guarantee the fare quoted until the booking is confirmed by one of our consultants. Airlines and other suppliers may change their prices without notice.

Any service fees charged, cover the costs incurred by eHolidays (Pty) Ltd in servicing your travel reservation.

Acknowledgement of booking

Acknowledgement of your booking request will be sent via email or telephone call within 72 hours of your request being received as acknowledgement. Please ensure you check your email regularly. Payment must be received within 72 hours of booking confirmation unless otherwise agreed by us the agent. Failure to pay for tickets within this time results in automatic cancellation of the booking. We accept no responsibility for loss incurred due to automatic cancellation or failure of email delivery.

Payment and Payment Terms

Full payment is due immediately. An eHolidays (Pty) Ltd consultant will be in contact with you to finalise payment. For credit card bookings, you will be required to provide eHolidays (Pty) Ltd with an original, validated and signed Credit Card Charge Form before the travel documentation is released. We accept EFT transfers or cash deposited into our eHolidays (Pty) Ltd bank account subject that the EFT transmission report or cash deposit slip is provided and payment has cleared in our account.

Cancellation, late booking and amendment fees

In the event of requiring cancellation of the booking by the passenger, eHolidays (Pty) Ltd shall have the right to either claim an amount or to retain an amount of the payment and claim damages suffered by eHolidays (Pty) Ltd. The Suppliers may reserve the right to cancel any service before departure, in which event the entire payment will be refunded to the Client without any further obligation on the part of eHolidays (Pty) Ltd. eHolidays (Pty) Ltd will charge a fee for processing the request for refund. The Client is suggested to also refer to the cancellation provisions contained in the suppliers Conditions or website. In some cases, Agents may charge cancellation and/or amendment

fees in addition to those imposed by travel service providers and we strongly recommend you take out insurance against these eventualities.

Certain fees may be payable in respect of transactions entered into using this facility, as notified at the time of the relevant transaction. These fees may also include where amendment is permitted, amendment fees. Unless otherwise notified to you at the time of entry into the relevant transaction, a charge of R 250 + VAT is payable to the Agent in respect of any cancellation, and, where amendment of a booking is permitted, a charge of R 200 + VAT is payable to the Agent for each permitted amendment. Before entering into a transaction, you should carefully check to see whether any other cancellation or amendment fees apply. These charges will be deducted from your credit card at the time charges are incurred.

Insurance

eHolidays (Pty) Ltd strongly recommend that all passengers take out travel insurance covering personal accident, medical expenses, curtailments, illness, baggage and loss of deposit through cancellation, amendments fees and / or default of the principal service providers. eHolidays (Pty) Ltd will not be held liable should the traveller fail to take out adequate insurance cover. Please note that various credit cards offer limited levels of travel insurance which may not be sufficient to cover international travel in particular.

Travel documentation

Documentation is only prepared on receipt of full and final payment. It is the personal responsibility of each passenger to ensure that they're in possession of the correct documentation prior to departure and all information contained therein is correct. eHolidays (Pty) Ltd will not accept responsibility for any consequences arising from the passenger failing to ensure that he / she has complied with the necessary health / passport / visa requirements

It is entirely the Clients duty to ensure all Passports are valid, Visas attained and Health requirements adhered to. Passports are required for all travellers departing South Africa. Permanent residents travelling on a foreign passport must hold a South African Re-entry Visa. Many countries require that foreign nationals entering hold a passport with at least six months validity. We may assist in providing information based on the information supplied by you in the booking form or booking engine. This information as well as other related information supplied by the Agent and any links within the site are supplied in good faith; however should be treated as a guideline only. The final responsibility for ensuring documentation is correct is that of the individual traveller. The posting/couriering of travel documentation is the responsibility of you. The agent will not be held responsible for tickets lost by a third party, any charges associated with reissue and resending of documentation will be at your expense.

It is the Clients duty to familiarise themselves with the inherent dangers of and medical and/or physical condition required for the proposed travel arrangements. We strongly recommend that necessary precautions are taken when travelling to areas where there is a high risk of Malaria or other tropical diseases.

Unscheduled extensions / Itinerary variations and transfers

In the unlikely event of there being unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause 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. While every effort is made to keep to the final itinerary, Principals and/or the Travel Agent reserves 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 also to sign the final one.

Special Requests

Clients who have special requests, must specify such requests to eHolidays (Pty) Ltd. Whilst the Travel Agent will use its best endeavours to accommodate such requests, it does not guarantee that it will.

Foreign Exchange

This is the Client's duty to obtain.

E-ticketing

The Client must be ready to show their identity document and their credit card that was used to pay for the booking at the check-in counter of the airline concerned. The ID document will apply to all members of a travelling party including children.