

Agreement by Afrikaya Leisure Travel

The travel conditions of Afrikaya Leisure Travel, registered office in Pretoria, to all bids, offers, and travel products Afrikaya Leisure Travel applies. Notwithstanding these conditions are only binding if Afrikaya Leisure Travel is this written agreement stated.

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Article 1 Definitions

Travel: The agreement with Afrikaya Leisure Travel undertakes to provide him an offered pre-arranged tour, consisting of transportation and / or residence and / or other tourist services.
Self-transport: Passenger travel with the only book accommodation and transport to organize.
Package means travel by the passenger accommodation, transport and possibly other services booking.
Solo: The customer for a company of one or more persons acts as a contact person.
Working days / hours: Monday to Friday from 09.00 - 17.00 hours, except holidays.

Article 2 Establishment Agreement

1. All offers and quotations from Afrikaya Leisure Travel are entirely optional and will remain valid until the offer made period. After acceptance or completion of the agreement, the traveller receives written or electronic road as soon as a confirmation, accompanied or in the form of an invoice for the deposit. By payment of the deposit, the passenger is bound to this agreement.
2. Afrikaya Leisure Travel organizes a package agreed once the deposit is paid. This must be paid within 10 working days to be fulfilled. Any additional costs due to delays in the payment of costs for the traveller. Changes or additional costs due to lack of availability in the contract package offered in consultation with the passenger resolved.
3. The offer of Afrikaya Leisure Travel can be revoked if necessary by this. This should be as soon as possible but no later within 7 days after acceptance, be made stating reasons.
4. Afrikaya Leisure Travel has the right to the contract with immediate effect to say, if the number of applications is less than the required minimum number that stated in the relevant travel. The termination pays at least 6 weeks before the trip in writing or electronically to be made.
5. Person on behalf or for another enters into an agreement (the notifier) is severally liable for all obligations arising from the agreement. All traffic (including payments) goes only through the notifier.
6. Obvious errors and obvious mistakes in a publication do not bind Afrikaya Leisure Travel.
7. Medical reasons may include differences or additions to the tours offered Afrikaya Leisure Travel's journey required (medical essences). Essential medical needs the express written consent of Afrikaya Leisure Travel. Afrikaya Leisure Travel in that case has the right to dine in services through the implementation of the travel service providers involved to charge the traveller.
8. Afrikaya Leisure Travel is not responsible for the general information in photographs, brochures, advertisements, websites and other media, as it is drawn or issued by third parties.

Article 3 Payment

1.
 - a. At the conclusion of the agreement in package (including flight) is a down payment of the ticket price plus 15% of the fare, or 50% of the total agreed amount is to be met. The minimum deposit amount is ZAR 7500 p.p.
 - b. In the case of self-transport (only booked accommodation); the deposit is 50% of the fare, without minimum.
 - c. In the case of self-transport (only accommodation and car hire booked) the deposit is 50% of the fare, with no minimum.
2.
 - a. The remaining amount must be paid six weeks before the day of departure in the possession of Afrikaya Leisure Travel. Failure late payment, the traveller is in default. He is there by or on behalf of Afrikaya Leisure Travel in writing or electronically noted and has still the possibility that the amount due within five working days. If even then payment is received the contract will be cancelled. Afrikaya Leisure Travel has the right to the appropriate cancellation due to charge. In that case, the already paid to the cancellation are settled.
3.
 - a. If the contract within 6 weeks before the day of departure exists, the entire sum at once is met.
4. Article 4 fare
 - a. The published fare is per person unless otherwise indicated. This includes the services and facilities as mentioned in the publication.
 - b. The published fare is based on prices, exchange rates, duties and taxes, as Afrikaya Leisure Travel known at the time of publication.
 - c. Afrikaya Leisure Travel has the right to 30 days before the day of departure the fare increase related to changes in transport costs (including fuel costs), taxes, levies and exchange rates. Afrikaya Leisure Travel will indicate how the increase is calculated.
 - d. The traveller can reject the increase, which may cancel the contract of Afrikaya Leisure Travel. The traveller will then return fare or, if the tour has been enjoyed in part, a proportionate part thereof.
5. Article 5 Information and Travel Documents
 - a. Afrikaya Leisure Travel will look at the general reservation on the Internationality tailored information on passports, visas and any health formalities to provide the traveller. The passenger is completely self responsible for with them the necessary documents, such as an all sufficient validity in passport and any required visas, proof of vaccinations, (international) driver's license and green card.
 - b. The passenger provided Afrikaya Leisure Travel before or later than the closing with all details about himself and notified him by travellers who may be of interest for the conclusion or execution of the agreement the form of a copy of passport, address / data correspondence and filling out a questionnaire health, dietary or other Afrikaya Leisure Travel which in all fairness should be aware. Also mentions he details the nature and composition of his notified group of travellers may be important for the proper execution of the trip Afrikaya Leisure Travel.
 - c. If the traveller is not (entirely) or can make not be in the absence of any (valid) document, this and all the associated consequences will be for his account.
 - d. By or on behalf Afrikaya Leisure Travel, the traveller information provided about the possibility of closing Cancellation and travel insurance.
6. Article 6 Travel Documents
 - a. Afrikaya Leisure Travel makes necessary travel documents no later than 10 days before the day of departure in the possession of the passenger, unless not reasonably by Afrikaya Leisure Travel can be expected.
 - b. If the traveller did not receive later than five working days before departure, travel documents, he or she must immediately contact Afrikaya Leisure Travel.
 - c. Where a trip is booked within 10 days before the day of departure (for self-transport: the arrival of the first booked accommodation), or the booking Afrikaya Leisure Travel will then manage the necessary travel documents and place in possession of the passenger asked. If the traveller does not accordingly receive his documents, he or she shall promptly inform Afrikaya Leisure Travel.
 - d. The travel documents (tickets, car rental) are provided by the lender or lesser conditions.
 - e. To transport parts of the tour departure and arrival times will be listed in the travel documents. These times are final. Abnormalities in a flight or car rental are not the responsibility of Afrikaya Leisure Travel.
7. Article 7 Amendments by the traveller
 - a. After the conclusion of the agreement, the traveller may within 28 days before departure change his/her requests. This condition that the passenger fare and the revised amendment fee of ZAR 450 is already paid with the applicable requirements. The application will be decided as soon as possible but no later than 7 days after.
 - b. Rejection is the reasons the traveller will be notified immediately. The passengers on the original agreement which maintain or cancel the conditions under Article 9 apply.
 - c. Amend the departure date or reduce the number of paying passengers is considered a (partial) cancellation which Article 9 applies. In this case, no change or communication due.
8. Article 8 Import Substitution
 - a. Time for the start of the journey the traveller may be replaced by another passenger. In this case the following conditions: the other person meets all the conditions governing the contract and the claim not later than 14 days before departure, or insufficient time that the acts and formalities can Afrikaya Leisure Travel © 2007 are carried out and the conditions of the service providers involved in the execution did not oppose this classification substitution. The extra costs are fully borne by the traveller plus modification cost of ZAR 500.
 - b. The applicant, the traveller and the substitute are severally liable to the Afrikaya Leisure Travel payment of the outstanding part of the holiday.
9. Article 9 Cancellation by the passenger
 - a. If a contract is cancelled, the passenger next to any reservation cost following cancellation charges:
 - Cancellation up to the 42nd day (exclusive) before the departure: 25% of the fare;
 - Cancellation from the 42nd day (inclusive) until the 14th day (exclusive) before of departure: 50% of the fare;
 - Cancellation from the 14th day (inclusive) to the departure: the full amount.
 - b. The passenger who cancels the trip, held the cancellation costs in the previous paragraphs.
 - c. The traveller by taking out a cancellation excludes this risk.
 - d. In case no cancellation, but the passenger in-Substitution chooses the conditions under Article 8 applies.

- e. The cancellation of a contract by one or more passengers together to stay in a hotel room, apartment, house or other property have been made to the cancellation of all agreements, so that all travellers to the sums mentioned in the preceding paragraphs, to be paid. If the remaining Travellers like this and their group in the rate for this accommodation will remain the respective agreements in effect. The said travellers will have to pay the fare, as the remaining number of Travellers in the price table stands. If the remaining passengers a new contract for the same period and same accommodation will be for the remaining traveller (s) will apply in cancellations deducted from the new fare (s). The total sum of cancellation charges and increased fare (s) the total sum for the original travellers beyond.
 - f. Some parts of travel or travel, including scheduled services, activities and excursions, other cancellation rules apply.
 - g. Cancellations outside office hours will be deemed made on the next business day.
10. Article 10 Termination by Afrikaya Leisure Travel
- a. Afrikaya Leisure Travel has the right to cancel due to significant circumstances.
 - b. Substantial circumstances are circumstances that are such that further Tours Afrikaya Leisure Travel in such a nature of the agreement cannot reasonably be expected.
 - c. If the cause of the termination to the traveller can be attributed, is the resulting damage on behalf of the traveller. If the cause of the termination to Afrikaya Leisure Travel can be attributed, the resulting injury to the account of Afrikaya Leisure Travel. Whether this case is determined on the basis of this Article
 - d. If the cause of the cancellation or the traveller nor Afrikaya Leisure Travel can be attributed to wear parties each have their own injury as specified in Article 13.
11. Article 11 Amendment by Afrikaya Leisure Travel
- a. Afrikaya Leisure Travel has the right to change the agreed service due to significant circumstances. This he shall, within three working days after passenger was informed by Afrikaya Leisure Travel of any change. From 10 days before departure, he shall within 24 hours.
 - b. In the event of a change, the traveller, Afrikaya Leisure Travel offers an alternative if possible. The alternative offer must be at least equivalent to and in the importance of continuing the journey.
 - c. The traveller, who exercises his right to change or alternative offer to reject, must within 3 working days of receiving the notice about the change or the alternative offer express. From 10 days for this departure is a period of 24 hours. In that case, the right Tours Afrikaya Leisure Travel agreement immediate effect to cancel. The passenger in that case be entitled to remission or refund of the fare (or, if the tour has already been partially completed, to refund a proportionate part thereof).
12. Article 12 liability and force majeure
- a. Afrikaya Leisure Travel is committed to implementing the agreement with the expectations that passengers under the agreement are reasonable.
 - b. If the tour does not proceed in accordance with the expectations mentioned is Afrikaya Leisure Travel requires the traveller to the injury caused as a result he died, unless the failure is not attributable to him or the person whose assistance with the fulfilment of the contract uses as:
 - a. the failure to implement the agreement is attributable to the traveller;
 - b. the failure to implement the agreement, which was not foreseeable or could be lifted, is to rely on third who is not involved in the delivery of the services involved in the agreement, or
 - c. the failure to implement the agreement due to force majeure or an event which Afrikaya Leisure Travel or the person whose assistance in performing the contract uses, taking into account all care could not foresee or forestall. Afrikaya Leisure Travel © 2007
 - 3. Force majeure means unusual and unforeseeable circumstances beyond the control of person who relies on the consequences of which, despite all precautions, could not be avoided.
 - 4. When Afrikaya Leisure Travel is liable under this article; its liability shall be limited or excluded conformity with applicable international treaties. Afrikaya Leisure Travel accepts no liability for damages which entitled to compensation under any insurance.
 - 5. Any liability of Afrikaya Leisure Travel, on any basis whatsoever, will - except in case of death or injury - always be limited to three times the fare for material and pure economic loss more than once the fare for loss of enjoyment.
 - 6. The exclusions contained in this article and / or limitations of liability also apply for Tours Afrikaya Leisure Travel employees, unless excluded by law or treaty.
13. Article 13 Relief
- a. Afrikaya Leisure Travel is depending on the circumstances required the traveller support and assistance if the trip is not meet the expectations which under the agreement reasonably have.
 - b. If the cause be attributed to the traveller is Afrikaya Leisure Travel to provide help and assistance only insofar as this can be reasonably expected from him. The cost of the provided help and assistance in that case on behalf of the traveller.
 - c. The costs for support and assistance shall be borne by Afrikaya Leisure Travel where the failure to comply with him or to the person assisting with the implementation of the agreement uses can be attributed.
 - d. Reasonably should Afrikaya Leisure Travel as soon as possible to inform them of questions about help.
14. Article 14 Obligations of passenger
- a. The passenger (s) is / are required to comply with all instructions Afrikaya Leisure Travel to promote good implementation of the trip and is / are liable for damage caused by his / their unlawful conduct, to judged by the yardstick of proper behaviour of travellers.
 - b. The passenger load which such nuisance or causes or may cause, that a good implementation of a journey so strongly degree can be difficult or complicated, can Afrikaya Leisure Travel (continuing) the journey excluded if they cannot reasonably be required to fulfil the contract. All it resulting costs borne by the traveller, if and in so far as the effects of nuisance or trouble him can be attributed. If and insofar as the cause of the passenger exclusion cannot be attributed he shall be refunded the fare or a portion thereof is granted.
 - c. The traveller is required to avoid any damage or as much as possible, especially through it's reporting as specified in Article 14 paragraph a. to comply.
 - d. Each traveller must 24 hours before the departure time shown on the return trip to the travel or Local agent Afrikaya Leisure Travel to ascertain the exact time of departure.
15. Article 15 Complaints and disputes
- a. A weakness in the implementation of the agreement should spot as soon as possible to be reported so a solution can be sought. If the deficiency is required and affect the quality of the journey but in each case immediately be reported to Afrikaya Leisure Travel. If the traveller does not meet the required reports that was made by the service provider or Afrikaya Leisure Travel this does was not given an opportunity to shortcoming may have any rights to compensation are excluded.
 - b. If a complaint is not satisfactorily resolved, it must be submitted within one month after the trip and enjoyed the service or after the original departure date written and motivated, with a signature be submitted to Afrikaya Leisure Travel. If the complaint is the formation of a contract, it shall within one

- month of the traveller after the facts on which the complaint should be filed. If the traveller complaint in good time, it subject to Afrikaya Leisure Travel and will not be considered. Afrikaya Leisure Travel will present a months after receipt of the complaint in writing a substantive comment.
- c. Any dispute, even by only one party be considered as such, which is further any agreement entered into with Afrikaya Leisure Travel occur, can only be judged according to the controlling the absolute competence of jurisdiction, unless the traveller Afrikaya Leisure Travel and have agreed dispute to an arbitration body.

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Pretoria, 2007