

## LOISICO TOURS (Loisico CC)

### General Terms and Conditions 2020

Please read the following booking conditions carefully, as they set **out the terms and conditions ("T&C")** of the contract between you and Loisico.

#### 1. Authority and applicability

**We act as booking agents** for the suppliers (or called third parties "TP") of the component parts of the holiday we organise, and as such, bookings for their services will form a direct contract between you and the relevant supplier (TP), and will be subject to that supplier's (TP) standard terms and conditions.

#### 2. Bookings

Bookings, save for late bookings as referred to hereunder, are confirmed on the condition that a **deposit, of a minimum of 50%** of the total package price, is paid to Loisico within 72 hours of confirmation of your bookings. You will be advised at the time of booking what payment is required for your arrangements. **The balance** of the cost of your travel arrangements must be paid no less than **30 days prior to departure**. If your booking is made within 30 days of departure, the total cost of your travel arrangements must be paid at the time of booking. Please note: FAILURE TO PAY ON TIME WILL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING

#### 3. Price Changes

- a. The costs associated with travel arrangements are not always stable, and currency movements can fluctuate sharply. It is impossible to predict these movements in advance. When you book a package through us, we reserve the right to pass on any surcharges to you. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel and security charges, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates applied to the particular package.
- b. Loisico guarantees the price of land arrangements, only once full payment is received.
- c. Airfares are subject to the prices and conditions quoted by the particular airlines and cannot be guaranteed by Loisico. The onus is on the agent & the passenger to check that there have been no changes in these prices before making final payment thereof.
- d. Should the client make a group reservation & subsequently the group numbers deviate from the minimum number required for the booking, Loisico reserves 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 cancellation of the booking and forfeiture of all payments made.

#### 4. Methods of Payment

- a. Credit Cards: We accept most major debit and credit cards for individual transactions, provided that the payment is 3D secure (Verified by Visa/Mastercard SecureCode, or American Express Safekey). In the event that your transaction is not 3D secure, we reserve the right to request additional identification and/or an alternative payment method.
- b. Cash or EFT Transfers: We accept EFT transfers, or cash deposited into one of our bank accounts, subject to condition that the EFT transmission report or the cash deposit slip is provided to ourselves and such payment has been confirmed as received by ourselves.

#### 5. Insurance

It is compulsory that all clients take out adequate insurance cover such as cancellation due to illness, covid, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. Loisico will not be responsible or liable if the client fails to take adequate insurance cover or at all. It shall not be obligatory upon Loisico to effect insurance for the client except upon detailed instructions given in writing and

all insurance effected by Loisico pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or the underwriters accepting the risk, and Loisico 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 client will be issued with a policy document of the insurer. It is a complex document, which must be READ BEFORE you initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure. Please note that various credit card companies offer limited levels of travel insurance, which Loisico does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain specific details of the cover.

#### 6. **Flight and Other Travel Timings**

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of passengers to check-in on time. There is no guarantee that flights, ferries, ships, trains or coaches will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not accept any liability for any delay, however arising, or for any schedule alterations.

#### 7. **Flight Reconfirmation**

It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. Loisico hereby specifically excludes any liability for any delay and/or loss as a result of your failure to reconfirm any flight and/or connecting flight.

#### 8. **Documents**

- a. Documents (vouchers, itineraries, etc.) are only prepared on receipt of full payment of the package price and will be ready 72 hours after payment has been received, they will be emailed to you or put onto an electronic platform that we will communicate to you.
- b. It is important that you check all details of your travel documents (including your itinerary) before leaving. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact Loisico or your travel agent immediately. Loisico will not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof and you have left your country of residence.

#### 9. **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 Loisico, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation etc.), will be for the account of the passenger. Loisico accepts no liability for changes, omissions or delays before or during the course of any holiday occasioned by technical difficulties, weather conditions, strikes or communication breakdowns or the like.

#### 10. **Changes by You**

- a. If you wish to make a change to your booking, we will endeavour to assist you to make the change wherever this is possible. You will have to pay all charges, whatever kind, imposed by the suppliers providing that component part of your travel arrangements when amending a booking any time prior to departure. Fares will be re-quoted at the time of amendment.
- b. After departure it is understood that extra expenses incurred as a result of any change will be for the passenger's account, and any unused service will not be refunded.
- c. Amendments and cancellations en route must be made with our operators directly.

#### 11. **Cancellation by You**

If you wish to cancel your booking you must advise us immediately. You will be liable to pay the following cancellation charges:

- a. Where your booking includes a special fare, the relevant charges are levied by the airline. In some circumstances this may be 100% of the total fare, regardless of when cancellation is effected.
- b. Where your booking is for a package, you will be responsible for all cancellation charges, of whatsoever nature, imposed by the suppliers providing the component parts of such travel arrangements.
- c. Loisico charges a cancellation fee equal to 10% of the package price on any finalised booking. However, Loisico reserves the right to charge a cancellation fee of up to 100% of the total package, in its sole discretion, in particular circumstances. Any monies, which you have already paid to us, will be taken by us as payment or part payment of any cancellation charges.

#### 12. **Our Right to Change Your Travel Arrangements**

- a. A significant change to your travel arrangements would include a change in the departure date from your country of residence; 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 your travel arrangements Loisico undertakes to advise you thereof as soon as reasonably possible before your departure date to obtain your further instructions in this regard.
- b. All other changes are minor changes. A minor change can be made at any time and, if practicable, we will advise you of any such change prior to departure but we are not obliged to do so. Such minor changes may be made by Loisico, in its discretion, who will not be responsible or liable for the payment of compensation to you as a result of such minor changes.
- c. Every effort is made by Loisico to adhere to confirmed itineraries; however, we reserve the right to make changes to your travel arrangements when it becomes necessary to do so.
- d. Should any travel component be confirmed by Loisico and this component is cancelled by the supplier for whatsoever reason, then in such instances Loisico will accept no liability for the cancellation thereof.
- e. (Wholesaler) reserves the right to cancel a tour prior to departure due to insufficient numbers or other unforeseen circumstances.

#### 13. **Complaints**

- a. In the event that you have any reason to complain, or experience any problems with your holiday whilst away, you must immediately inform the supplier of the services in question.
- b. If you are still dissatisfied, you must notify Loisico 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 which you may have to claim compensation.
- c. Whilst every effort will be made to resolve your complaint to your satisfaction, it is specifically recorded that Loisico in no way accepts liability for any claim.

#### 14. **Passports, Visas and Health**

It is entirely the clients duty to ensure that all passports & visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, where required, have been obtained. Passports must be valid for 6 months after return to your country of residence. Please check the requirements with the relevant embassies before travelling. Loisico will endeavour to assist the client but such assistance will be at Loisico's discretion and the client acknowledges that in doing so, Loisico is not assuming any obligation or liability and the client indemnifies Loisico against any consequences of non-compliance. It is the client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements. The client must ensure that the details supplied to Loisico mirror those details shown on their passport for international travel and local travel.

#### 15. **General Information**

- a. Taxes: Loisico will advise you of all mandatory taxes, which you must pay before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when you reconfirm your flight details.
- b. Special requests: We can pass on any special requests that you may wish to make at the time of booking, but acceptance of such requests is at the discretion of the airline or other supplier and in 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 your confirmation invoice or any other documentation, is not confirmation that the request will be met.
- c. Medical Problems: If you or any member of your party has any medical problem or disability which may affect your holiday, you need to give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation. We reserve the right to cancel the reservation should we become aware of any such medical problem or disability which has not been disclosed.
- d. Renovations: Hotels undergo renovations from time to time and take all possible steps to limit disruption to their guests. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work, dates may be provided. It is important to remember that these are subject to change and we are not always notified.
- e. Charges to your credit card: Any charges made to your credit card whilst away are your responsibility. Loisico will not be responsible, nor accept responsibility for having these charges reversed or corrected.
- f. Drivers Licence: Even if you have obtained an international driver's licence, please take your national driver's licence with you.
- g. Confidentiality: Subject to statutory constraints or compliance with an order of court, Loisico undertakes to deal with all client information of a personal nature on a strictly confidential basis.

#### 16. **Force Majeure**

Except where otherwise expressly stated in these booking conditions, we regret we 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 Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) 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 outside our control.

#### 17. **Responsibility and Limitation of Liability**

Loisico act as agents only for local and international ground operators (accommodation, activities, transport, etc) and airlines and accordingly accepts no liability whatsoever for any loss, damage, injury, accident, delay, or any other irregularity howsoever arising. Loisico makes every effort to ensure that all the arrangements and services connected with a passenger's itinerary will be carried out as specified in the most efficient and effective 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 errors and omissions of such suppliers (TP). The contract in use by such suppliers (TP) (which is often constituted by the ticket Issued by the Principal), shall constitute the sole contract between the supplier (TP) and the client and any right of recourse the client may have, will be solely against the supplier (TP).

#### 18. **Jurisdiction of the Magistrate's Court**

Loisico 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 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

**19. Legal**

This document together with Loisico' standard booking form (or email acceptance of quote) and Loisico invoice / 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. Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Loisico or otherwise that is not included herein. No addition to the Loisico standard 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 Loisico in recovering any damages and payments payable by the passenger to Loisico shall be for the passengers' account. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa. The passenger hereby consents to the jurisdiction of the Magistrates Court in the Republic of South Africa having jurisdiction over its person in respect of all proceedings in connection with this agreement.

**20. The Client and Authority**

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 Conditions and is duly authorised to act on behalf of the person and/or juristic person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person / juristic person to whom the services are rendered (collectively referred to as "the Client")

**21. Domicilium citandi et excutandi**

The Registered Office at the time of Loisico CC which for the time being is 63 Balmoral Heights, Balmoral Rd, 7441, Cape Town