

# TWB Holidays

a division of marmalade toast bespoke travel · www.thewanderlustboys.com

## Terms and Conditions IMPORTANT NOTICE: Terms binding on you

By making use of the services provided by TWB Holidays (Pty) Ltd - "the Agent", you agree to the terms and conditions contained in this document, in particular those terms and conditions specified in relation to the products and services that you book ("the Agreement").

The Agreement contains certain terms and conditions which appear in similar text style to this clause and which:

- may limit the risk or liability of the Agent or a third party;
  - may create risk or liability for you or a third party;
  - may compel you to indemnify the Agent or a third party; and/or
- serves as an acknowledgement, by you or a third party, of a fact. Your attention is drawn to these terms and conditions because they are important and should be carefully noted.

Your use of the TWB Holidays services including effecting on-line reservations through a third party service provided by TWB Holidays is subject to these terms and conditions.

Nothing in these terms and conditions is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either you, a third party or the Agent in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").

It is strongly recommended that you take out appropriate travel insurance.

## Products and Services and Agent's Role

The Agent provides services and acts as an intermediary for the Suppliers whose

products and/or services are marketed and/or sold by the Agent. To the extent that the Agent acts as an intermediary for Suppliers or third parties it is obliged to make certain disclosures in accordance with the CPA, which disclosures are set out in these terms and conditions.

The Agent's role as an intermediary, in relation to your travel arrangements, is limited to facilitating your booking and arranging travel documentation, payments and refunds as applicable.

The Agent is not the Supplier of the products and/or services marketed and/or by the Agent and you acknowledge that a separate legal relationship exists between yourself and the relevant Supplier whose products and/or services you purchase through the Agent or whose products and/or services are marketed to you by the Agent.

## Supplier Terms & Pricing

Airlines and other Suppliers impose different terms and conditions on the sale of their specific travel products or services. You should carefully read all the terms and conditions specific to the product or service you are booking before finalising your transaction.

The products and services of each Supplier are sold subject to the Supplier's Terms. You acknowledge by your continued use of the Agent that you will be bound by the relevant Supplier's Terms made in respect of the products and services you choose to contract for. Examples of these Supplier Terms are:

- Airfares and prices displayed on the website may not include taxes or airport charges and are subject to availability of the Product or service.
- 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.
- Suppliers may change their prices without notice.
- No refunds/credits for "no shows" or unused services.
- In the event of there being an unscheduled extension (including a curtailment or cancellation to the products or services) caused by a Force Majeure event, including volcanic ash, bad weather, war, terrorism, strike or any other cause that is beyond the control of the Supplier/s, any expenses relating to these unscheduled extensions

(hotel accommodation, etc), will be for your sole account and there shall be no right to any refund in respect of the curtailed portion of the travel arrangements. Prices indicated, do not include any items or services not specified in the product or service description and examples of excluded items are e.g.: airport taxes, surcharges, transfers, telephone calls, laundry, meals and beverages, etc.

Moreover, bookings specifically exclude peripheral requirements, e.g. the cost of obtaining visas/passports.

## **Bookings**

In making a travel reservation through the Agent, it is your responsibility to: · read the Supplier Terms;

- to carefully check the details of your reservation and any confirmation thereof received via the Agent;
- convey all information set out in those terms and conditions to any other parties covered by any booking you make.

The Agent accepts no responsibility or liability for your misunderstanding or error whatsoever in this process.

Certain bookings will be processed and confirmed immediately on payment via the payment gateway ("PayGate").

In all other instances, the booking constitutes a request only. The Agent does not guarantee the booking request or the fare quoted until the booking is confirmed by the Supplier in question. The Agent will then confirm your Booking to you by email or telephone call ("the Booking Confirmation").

## Fees

You acknowledge that the Agent:

- will raise fees for the administration, facilitation and management of your travel arrangements and for the services rendered by the Agent to you in this regard ("the Agent's administration fees") from you for using the Agent's services; and
- may also receive commission, consideration fees, charges or brokerages from the Supplier or other third parties in respect of the intermediary services rendered by it from transactions entered into by the Agent from the Suppliers or other third parties.

Details of such commission, consideration fees, charges or brokerages will be made available on your request.

The Agent's administration fees will be specified in the quote/Booking Confirmation prior to you proceeding to make payment.

You acknowledge that you will pay the Agent's administration fees. You further acknowledge that the Agent's administration fees relate only to your use of the services rendered by the Agent to you in this regard and the payment of the Agent's administration fees does not constitute payment for any part of the travel products and/or services you purchase from Suppliers and agree that the Agent's administration fees are non-refundable.

### Payment by Credit Card, SID or Debit Card

Only those credit/debit cards which are indicated as accepted on the Payment Gateway may be used to effect payment for Bookings.

Only those other forms of payment (EFT, SID, cash, etc.) which are indicated as accepted on the quote/Booking Confirmation may be used to effect payment for Bookings.

It is your obligation to ensure that your credit card is valid and that you have sufficient credit on your credit card account, to meet all charges for all the products and services you book through the Agent and the Agent's administration fees.

Credit card payment transactions for Bookings will only be processed on receipt of a faxed or emailed authorization form and a copy of the cardholder's identification, accompanied by a copy of both sides of the credit card. If the cardholder is not one of the passengers who will be travelling, the Agent requires the cardholder to complete written instruction explicitly authorizing the Agent to charge for Bookings/Administration fee's for the passenger, utilizing the cardholders card . Once you have faxed/emailed through your credit card authorization, please make the Agent aware that the fax/email has been sent so that the Agent may check that we are in receipt of it.

A link is being created for you to make credit card payment transactions for Bookings on the payment gateway and when you are advised by us this is available, this will be a further alternative payment mechanism for Bookings.

It is agreed that the Agent has the right to charge the 3.5% merchant fee for credit/debit card or SID payments made through the Payment Gateway. This merchant fee is not including the Agent Administration fee and is the physical cost to process the payment through the Payment Gateway.

Payment may be made via Visa, MasterCard or American Express. Credit card transactions will be acquired for TWB Holidays (Pty) Ltd PayGate (Pty) Ltd who are the approved payment gateway for Standard Bank. PayGate uses the

strictest form of encryption, namely secure socket layer 3 (SSL3) and no credit cards are stored on the website. Users may visit [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. The transaction currency is South African Rand (ZAR).

### **Booking Confirmation & Payment**

For all Bookings:

- Acknowledgement of your booking request will be sent via e-mail or telephone call within 2 (two) business days of your request being received. Please ensure you check your e-mail regularly; and
- Payment must be received within 24 hours of the Booking Confirmation unless otherwise specified by the Agent in writing. Failure to pay for tickets within this time results in automatic cancellation of the booking without further notice to you.
- The Agent accepts no responsibility for loss incurred due to automatic cancellation or failure of e-mail delivery, save where such loss is caused by the gross negligence of the Agent, its employees or authorised representatives.

### **Booking Cancellation and Amendment Charges**

Certain fees may be payable in respect of the cancellation or amendment of transactions entered into using the Agent, as notified at the time of the relevant transaction.

Subject to the terms and conditions applicable to the relationship between you and the Supplier, in the event of cancellation of a reservation or booking, the Supplier who you contracted with to provide the goods and/or services may charge a reasonable cancellation fee, calculated in accordance with the provisions of the CPA.

Subject to the terms and conditions applicable to the relationship between you and the Supplier, in the event of amendments to a reservation or booking, the Supplier who you contracted with to provide the goods and/or services may charge an amendment fee.

In the event of the cancellation or amendment to a reservation or booking the Agent may charge a reasonable administration fee in respect of administering the cancellation or amendment to the reservation or booking.

### **After Hours and Emergency Contact**

It is agreed that the Agent standard business operation hours are between Monday

and Saturday from 08h30 to 17h00. The Agent will ensure reasonable contact after hours and in case of emergency through one of the mechanisms provided (for example telephone, email, skype, FaceTime, iMessage) but that in the event of an after-hours request the Agent may charge a reasonable administration fee in respect to the amount of time it is required to work on the reservation or booking

## Travel Documentation

Passport, Visa and Health requirements are the responsibility of all individual travellers.

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 from the date of departure of the country visited.

The Agent may, at its sole discretion, assist you in providing information in respect of the requisite travel documentation based on the information supplied by you in the 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 at your sole risk.

The Agent will not be held responsible for tickets and/or documentation lost by a third party. Any charges associated with reissue and resending of tickets and/or documentation will be at your cost.

## Privacy policy, use of your personal information and Cookies

The Agent may collect and process your personal information (i.e. your name, e-mail and physical / postal address and / or other contact details and/or any other personal identifier) via the agent's website. The Agent confirms that it is committed to the protection of your personal information and that it has reasonable safeguards in place to protect your personal information.

As a user of the Agent, you agree and consent that the Agent may process your personal information and share such information with the Suppliers, their representatives or any other third party for the purposes of making the Facility available to you in accordance with all applicable laws.

You consent to the Agent sharing your personal information which may be subject to further processing by Suppliers, other agents or subcontractors performing services in relation to the booking, including the cross-border transfer of your personal information to third parties outside of the Republic of South Africa.

This website may utilise "Cookies", web beacons and other technologies for data analysis and potential personalisation of the website and Facilities offered so that the Agent can better serve you with more customised information when you return to our website. These technologies may vary, but in many cases may involve a small file stored locally on the device used to access the travel.co.za website, and may be used to store and collect information relating to your use of the marmaladetoast.co.za website.

"Cookies" are used to enhance your interactive experience and generally improve the Facilities to you. You can set your browser to notify you when you are sent a "Cookie", giving you the chance to decide whether or not to accept it. If you do accept a "Cookie", you thereby consent to our use of any personal information collected by the Agent using that Cookie.

Your email address will also be added to our travel newsletter database for purposes of sending you regular newsletters and specials on offer. You may, free of charge, unsubscribe from receiving such newsletter and specials on offer by following the procedure set out on the newsletter.

The Agent will use reasonable efforts to keep accurate records of the personal information provided by you to us. We will provide you with information in regard to the personal information which we hold about you and will also allow you access to your personal information in certain circumstances. Upon request, the Agent may correct your personal information that you state is incorrect or remove your personal information from our records, after you have verified your identity to the Agent. To request access or a correction or cancellation, send an e-mail to the Agent's Information Office, details as follows:

WEBMASTER: info (at) thewanderlustboys.com

### **Disclaimers & Limitation of Liability**

The use of the Agent and their facilities is entirely at your own risk and you assume full responsibility for any loss or damage resulting from use of this website or reliance on any information on this website or the Agent, save where such loss or damage was caused by the gross negligence of the Agent, its employees or its authorised representatives.

All travel information, listings and pricing by the Agent or listed on the Website, are subject to amendment at any time without notice. The Agent publishes such information in good faith. You acknowledge and accept that the Agent, as an

intermediary, cannot and has not checked the accuracy of all information provided by Suppliers. Suppliers are requested and encouraged to correct and update their information regularly and as needed.

The Agent will not be responsible for errors, omissions or misleading information in any travel information and listings. You should make your own evaluation of the accuracy or completeness of any information, opinion, advice or other content available through the Facility.

You are solely responsible for the suitability of any travel services which you purchase by means of the Agent.

In particular, the Agent is not liable for any inconvenience caused or any expense, loss or damage incurred as a result of any unsuitability of travel services for use in association with other travel services, save where such expense, loss or damage was caused by the gross negligence of the Agent, its employees or authorised representatives.

The Agent disclaims all liability where any failure in the services is due to circumstances beyond its control and in no way attributable to the gross negligence of the Agent, its employees or authorised representatives.

The Agent accepts no responsibility or liability for any failure or delay on the part of any Supplier or third party in providing travel services to you where your booking has been properly processed by it; nor is the Agent responsible for any acts or omissions of Suppliers or other third parties in the course of delivery of such travel products and services.

Where refunds are due to you from the Suppliers of the travel products or services in question, the Agent will provide reasonable assistance to you in claiming such refunds from

the Suppliers. Please understand that this process is generally a slow and lengthy one and no refunds are guaranteed.

Under no circumstances will the Agent be liable for direct, indirect, consequential or incidental damages including but not limited to lost profits or savings or damages in respect of dissatisfaction with the goods and/or services provided by Suppliers or third parties, save where such damages was caused by the gross negligence of the Agent, its employees or authorised representatives.

You acknowledge and accept that, due to the nature of the services, the Agent may not meet your subjective requirements or be entirely uninterrupted, complete, timely, secure or error free.

To the maximum extent permitted by applicable law, the Agent grants no warranties, express or implied, regarding the website and any service or facilities provided including the booking engines and payment gateways.

Where the Agent is liable to you, for a breach of warranty, under these terms and conditions its liability will be limited to providing the relevant booking services again or to refunding money paid in relation to services not provided because of the Agent`s default, in accordance with the CPA.

The Agent may at any time it sees fit, change or modify all or any part of these terms and conditions with notice to the users of such change.

### **Indemnity**

As a condition for your use of the Agent you indemnify the Agent from and against any liability, damage or loss that the Agent incurs or suffers as a result of any action, inaction or omission on your part or on the part of the vendor or supplier.

### **Intellectual property rights**

The content of the website, are the property of the Agent who is the licensor and / or provider of this site. Unauthorised use is strictly prohibited. All title, ownership rights and intellectual property rights, including copyright, rest with the Agent.

You must not modify, copy, transmit, display, perform, publish, license or create derivative works from any information or software accessed by means of the Facility. Where copying or transmission is expressly permitted, you must not change or delete any author attribution or copyright notice.

### **General Provisions**

These terms and conditions are governed by the laws in force in the Republic of South Africa.

In the event of any dispute arising between you and the Agent, you consent to the non-exclusive jurisdiction of the South Gauteng High Court notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court. Nothing in these terms and conditions should be understood to prevent you or the Agent from taking any dispute to any court, tribunal, commission, ombud or other body of competent jurisdiction.

The Agent may legally assign any of its rights and obligations under this agreement at any time by giving you notice.

The Agent may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of this website or any of its contents or your right to use this Agent.

You must not resell any products or services accessed by means of the Website.

You agree that you shall only use this Website or the Agent or the Agent's services for lawful purposes and shall not modify, distribute or exploit the contents of this website without the Agent's prior written consent. You also agree that you shall not abuse or misuse this website, its contents or the Agent in any manner whatsoever.

### **About the Agent as an Intermediary**

The Agent is TWB Holidays (Pty) Ltd, registration number 2017/288630/07 Airline tickets are processed through Marmalade Toast bespoke travel & destination management.

The Agent's details are as follows:

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