

## TERMS AND CONDITIONS

### 1. Application

- 1.1. All services rendered by or on behalf of The Holiday Factory (Pty) Ltd ('**The Holiday Factory**') are subject to the terms and conditions ('**the Terms and Conditions**') set out below.
- 1.2. These Terms and Conditions should be read and understood prior to the Customer confirming his/her booking. The Customer must not confirm any booking unless he/she understands and agrees herewith. Upon doing so, the Customer is deemed to have read, understood and tacitly accepted these Terms And Conditions and to have the authority to do so on behalf of the person/s in whose name/s the ultimate reservation/s or booking/s are made and/or provided and/or the person/s to whom the services are rendered (collectively referred to as '**Customer(s)**'), notwithstanding the Customer(s)' failure to sign these Terms and Conditions.
- 1.3. We may, at any time, and at our sole discretion, modify these Terms and Conditions, with or without notice to the Customer. Any such modification will be effective immediately upon public posting on our website.

### 2. Airlines and other third party service providers

- 2.1. Reservations for air travel are only facilitated through The Holiday Factory and any right of recourse the Customer may have, will lie solely against the relevant airline. The Holiday Factory gives no warranties with regard to the provision of such services, whether express or implied. The relevant airline's terms and conditions (which constitute the Customer(s) ticket(s) when issued), shall constitute the sole contract between the airline and the Customer. Copies of such terms and conditions are available upon request.
- 2.2. The Holiday Factory represents various other third party suppliers engaged in or associated with the travel and/or accommodation industries, such as hotels, cruise companies, car hire and/or other service providers or suppliers (which, together with the airlines are collectively referred to as '**the Supplier(s)**') as agent, sub-agent or broker only and, accordingly, accepts no liability for any loss, damage (including loss of profits or consequential or special damages), injury, illness, harm or death (except if such loss or damage arises from the gross negligence or wilful misconduct of The Holiday Factory or any person acting for or controlled by The Holiday Factory), which any Customer may suffer as a result of any act or omission on the part of or the failure of the Supplier to

fulfil its obligations, whether in relation to travel arrangements, accommodation or otherwise.

- 2.3. The Holiday Factory will make every effort to ensure that all arrangements and services connected with the Customer's travel arrangements are carried out in the most efficient and effective way possible. However, being agent, sub-agent or broker, The Holiday Factory does not have direct control over the provision of services by Suppliers and, whilst Suppliers are in all cases selected with the utmost care, The Holiday Factory does not accept liability for any errors and omissions of such Suppliers. It is the Customers' responsibility to satisfy themselves with any local laws and applicable insurance options, if any, for any facilities used or hired.

### 3. Package price

- 3.1. Prices at the time of invoicing are based on current airfares, taxes, hotel rates and the current rate of exchange.
- 3.2. The Holiday Factory reserves the right, without prior notification, to adjust prices in accordance with increases in airfares, air fuel taxes, seasonal adjustment, government and/or airport taxes and in the event of any currency and/or price adjustments, which may become effective up to the date on which full payment is received by The Holiday Factory, except where subsequent increases are imposed by a Supplier in terms of its own terms and conditions, which shall prevail.
- 3.3. Package prices quoted do not include airport taxes, which are listed separately, as well as any other items not listed on the confirmation.

### 4. Special requests

Should the Customer have any special requests, these should be conveyed at the time of booking. The Holiday Factory will endeavour to comply with special requests, however, The Holiday Factory cannot guarantee that these special requests will be met.

### 5. Pricing errors

Whilst The Holiday Factory makes every effort to ensure the accuracy of the pricing information provided, regrettably errors do occasionally occur. When we become aware of any such error, the Customer will be notified as soon as is reasonably possible. If a booking is already in place, the Customer will have the choice to either continue with the chosen itinerary at the corrected price or amend to a different holiday. The Holiday Factory is entitled to cancel the booking if the Customer does not wish to accept the correct

price that applies to his/her travel arrangements and the cancellation provisions herein will apply.

## 6. Reservations and payment

6.1. Upon confirmation of a booking, the following payments are due:

6.1.1. a non-refundable, non-transferable deposit of 20% (twenty Percent) of the total land price is payable at the time of making the Customer's reservation. The balance of the tour price is payable not less than 8 (eight) weeks prior to departure in low season and 12 (twelve) weeks prior to departure during peak/high seasons (school holidays and public holidays); and

6.1.2. in addition to the land deposit, the total cost of air tickets and airport taxes must be paid by the due date as stipulated by the airline concerned.

6.2. By making payment, using any means whatsoever, the Customer warrants that it has acquainted itself with, and unequivocally accepts, these Terms and Conditions.

6.3. It is the responsibility of the Customer to ensure that the Booking Form is submitted together with confirmation of payment. If the Booking Form is not submitted to The Holiday Factory timeously, tickets and vouchers will be issued as per our confirmation. Any changes to tickets after they have been issued will result in additional costs to the Customer.

6.4. Please note that: **FAILURE TO PAY ON TIME WILL RESULT IN THE AUTOMATIC CANCELLATION OF THE CUSTOMER'S BOOKING** and the cancellation provisions herein will apply. Reservations only become firm bookings when The Holiday Factory confirms that it has received the Customer's non-refundable, non-transferable deposit.

## 7. Travel documents

7.1. It is the responsibility of each Customer to ensure that he/she is in possession of the correct documentation prior to departure.

7.2. The Holiday Factory shall not accept responsibility for any consequences of any nature whatsoever, arising from the Customer failing to ensure that he/she has complied with the necessary health/passport/visa/re-entry permit requirements. Passports must be valid for a minimum of 6 (six) months after the Customer's intended return date to the Republic of South Africa.

## 8. Travel insurance

8.1. Travel insurance is essential. Within 24 (twenty-four) hours of making a payment towards the travel arrangements, the Customer must ensure that he/she has purchased adequate travel insurance including, but not limited to, cover for cancellations due to a national disaster, pandemics such as the coronavirus, sickness, accident or injury, death in the family, as well as travel curtailment, baggage and sports equipment, medical emergencies etc. It is vital that the Customer reads the policy wording to ensure he/she is fully aware of what is covered and what is excluded from the policy.

8.2. The Holiday Factory will not be responsible or liable if the Customer fails to take adequate insurance cover. Should the insurers dispute their liability for any reason, the Customer will have recourse against the insurers only.

## 9. Amendments

9.1. An amendment fee of R1000 (one thousand rand) will be charged by The Holiday Factory for each request to amend a firm booking, received during business hours. An amendment fee of R3000 (three thousand rand) will be charged by The Holiday Factory for any requests to amend a firm booking, received after business hours.

9.2. The amendment fees exclude the applicable airline reissue/cancellation fee (applicable if tickets have already been issued), as well as the applicable land cancellation fees, as set out in clause 13 of these Terms and Conditions, which shall be payable by the Customer.

9.3. Amendments include, but are not limited to, any changes due to the incorrect spelling of a customer's name, travel dates or routing

9.4. After departure, it is understood and agreed that extra expenses incurred as a result of any change will be for the Customer's account, and any unused service will not be refunded.

## 10. Late booking fee

A late booking fee of R2000 (two thousand rand) will be charged for requests received within 5 (five) days of departure. Once confirmed, these bookings will carry the cancellation fees as set out herein. Due to the terms and conditions of our Suppliers, The Holiday Factory requires full payment before it can request availability for bookings made within 10 (ten) days of departure.

## 11. Substitution

11.1. The Holiday Factory, its agents and associated companies reserve the right to substitute hotels booked with a similar category or upgrade to a higher category

- at no extra cost to the Customer, even after departure from the Republic of South Africa.
- 11.2. All hotels reserve the right to close facilities due to operational requirements, without prior notice, in terms of their own terms and conditions, which shall prevail. As such, services and facilities at hotels may change without notice and The Holiday Factory accepts no liability for any loss or inconvenience occasioned thereby.
12. **Unused services**
- No refunds will be considered for no-shows or for any unused services irrespective of whether they form part of the basic package, or whether they are in respect of pre-booked optional arrangements. No refunds can be considered on partially unused hotel accommodation, flights and/or car rentals.
13. **Cancellations**
- 13.1. **Land arrangements (hotels, tours, transfers)**
- 13.1.1. All deposits are non-refundable/non-transferable.
- 13.1.2. In the event of a cancellation for any reason whatsoever (save as specifically otherwise contemplated in this clause), the following cancellation fees will be imposed:
- 13.1.2.1. **Travel during high/peak season:** Customers who cancel at any time prior to departure will forfeit their deposit plus a service fee and agent's commission. Customers who cancel 12 (twelve) weeks or less prior to departure will forfeit 100% (one hundred Percent) of the total tour cost.
- 13.1.2.2. **Travel during low season:** Customers who cancel at any time prior to departure will forfeit their deposit plus a service fee and agent's commission. Customers cancelling within 8 (eight) to 4 (four) weeks of the departure date will forfeit their deposit plus an additional 40% (forty Percent) of the total tour cost plus a service fee and agent's commission. Customers who cancel within 4 (four) to 2 (two) weeks of the departure date will forfeit their deposit plus 50% (fifty Percent) of the total tour cost plus a service fee and agent's commission. Customers who cancel within 2 (two) weeks of the departure date forfeit their deposit plus 100% (one hundred Percent) of the total
- tour cost plus a service fee and agent's commission. This is in addition to any charges raised by airlines.
- 13.1.3. The Holiday Factory shall not impose any cancellation fee or claim any damages in respect of a booking or reservation for land arrangements if the Customer is unable to honour the booking or reservation due to the death or hospitalisation of the Customer.
- 13.2. **Airline Re-issue and Cancellation Fees**
- Once airline tickets have been issued; any amendments to an airline Ticket will attract airline cancellation fees which may vary from airline to airline and can range from 25% (twenty five Percent) up to 100% (one hundred Percent) of the airfare paid plus VAT. Airlines are non-negotiable in respect of changes post ticket issuance in accordance with their applicable terms and conditions.
- 13.3. **Cancellations due to travel bans imposed over scheduled travel period**
- 13.3.1. In the event of a cancellation arising from a travel ban imposed over scheduled travel period (specifically excluding cancellations in anticipation of a future travel ban):
- 13.3.1.1. a travel voucher for the full amount paid by the Customer will be issued to the Customer by the relevant Supplier, to be utilised within a reasonable period of time, as determined by the Supplier, based on prevailing circumstances; or, alternatively, at the Customer's election
- 13.3.1.2. the Customer will be entitled to a full refund of payment made less a service fee equal to 25% (twenty five Percent) of the total booking value and any cancellation fees levied by airlines and other relevant Suppliers.
- 13.4. It is agreed that the service fee is for the consulting and administration services provided by The Holiday Factory, together with agent's commission, which services will be deemed to have been fully discharged upon payment of the deposit.
- 13.5. The airline may reserve the right to cancel any services prior to departure, in which event the Customer will be refunded by the airline in accordance with its standard terms and conditions (less The Holiday Factory's standard service fee and any agent's commission payable) without any further obligation on the part of The Holiday Factory. Customers should refer to the cancellation provisions contained in the relevant airline's terms and conditions.

13.6. Airlines may charge cancellation fees over and above the cancellation fees charged by The Holiday Factory.

13.7. In the event that the Customer has booked a ticket with more than one flight, the Customer may only use his/her tickets in the sequence in which they were booked. If the Customer does not check in for his/her first flight, the airline reserves the right to cancel all of the remaining flights on that ticket and the Customer's ticket will become invalid. The Customer will not get any money refunded for parts of the tickets not used.

**14. Airline refund procedures**

14.1. Refund policies of the various airlines vary between airlines. Tickets returned to The Holiday Factory by Customers will be presented to the relevant airline for assessment. Should a refund be authorised, such refund will be made to the Customer, less any cancellation or administration charges.

14.2. Partly used tickets will be refunded at less than the pro rata rate on the face value of such ticket.

14.3. Refunds may take up to 12 (twelve) weeks to process by the relevant airline although this time frame cannot be guaranteed by The Holiday Factory.

14.4. Unused tickets must be returned to The Holiday Factory for a refund within 1 (one) year from the date of issue or they will be regarded as expired by the airline and have no refund value.

**15. Flight timings and reconfirmation**

15.1. 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 Customers to check-in on time. There is no guarantee that flights, ferries, ships, trains, or coaches will depart at the times stated in any itinerary or tickets which the Customer receives. All timings are estimates only, and The Holiday Factory does not accept any liability for any delay, howsoever arising, or for any schedule alterations.

15.2. It is highly recommended that the Customer check-in online. The Customer can check-in online on the Check My Trip site or on the airline's own check-in page. Online check-in generally opens 24 (twenty four) hours prior to flight departure. Online check-in will remain open up to 90 (ninety) minutes before domestic departure and 2 (two) hours before international departure.

**16. Force Majeure (superior force)**

16.1. The Holiday Factory will not be held liable for any loss or damages suffered by the Customer where non-performance of The Holiday Factory's contractual obligations is affected by "force majeure" (including, but not limited to, war, threat of war, riot, civil or political unrest, industrial dispute, terrorist activity, natural or nuclear disasters, pandemics, fire, adverse weather conditions, closure of ports or airports, air traffic control delays, technical problems, any act or omission of any governmental authority; good faith compliance with any order, request or directive of any governmental authority; or any other cause reasonably beyond the control of a party, whether similar or dissimilar to those above and whether foreseeable or unforeseeable), which, by the exercise of due diligence, The Holiday Factory could not have been able to avoid or overcome.

16.2. The Holiday Factory does not hold itself responsible for any delays prior to departure, or during the course of its tours, brought about by technical difficulties, strikes, weather conditions, pandemics or any other unforeseen circumstances which are beyond its control. It is agreed and understood that any expenses relating to these unscheduled extensions (e.g. hotels, meals, airfares, telephone calls, etc.) will be for the Customers' account.

16.3. Losses due to force majeure are not refundable, however, The Holiday Factory will always use its best endeavours to negotiate refunds with the relevant Suppliers on behalf of Customers.

16.4. The Holiday Factory will refund or procure the refund of monies based on the provisions of clause 13 above. Any decision made in respect of services by airlines to re-route or amend the itinerary due to any of the above or similar circumstances is at the discretion of the relevant airline and The Holiday Factory shall not be liable for any claim whatsoever arising from such event. The Holiday Factory will nevertheless use its best endeavours to obtain a refund or replace the travel arrangements, subject to the terms and conditions of the relevant airline.

**17. Limitation of liability**

17.1. To the extent permitted by law, The Holiday Factory's aggregate liability for all claims resulting, directly or indirectly, from the performance or non-performance of its obligations under these Terms and Conditions and for all other matters relating to or arising in connection with these Terms and Conditions, shall be subject to the limitation and exclusion that in no event shall the measure of damages include, nor shall The Holiday Factory be liable for, any indirect or consequential damages, amounts for loss of income,

- profits, or savings or any punitive or exemplary loss or damage.
- 17.2. Notwithstanding anything to the contrary contained in these Terms and Conditions, the Customer shall not be entitled to make any claim against The Holiday Factory after the 1st (First) anniversary of the date on which the relevant services to which the claim relates were rendered by The Holiday Factory, and any such claim after that date shall be time barred.
18. **Personal Information and confidentiality**
- 18.1. The Customer expressly consents to The Holiday Factory processing information applicable to a specific natural or juristic person capable of identifying said natural or juristic person and includes, *inter alia*, age, gender, race, culture or religion, disability, identity number, marital status, physical address, contact details, correspondence and confidential documentation pertaining to a specific natural or juristic person (**Personal Information**) for purposes of providing services to the Customer.
- 18.2. In the event that the Customer is providing certain Personal Information on behalf of a third party including, without limitation, minors, the Customer warrants that the relevant authority and/or permission to do so has been obtained.
- 18.3. The Customer consents to The Holiday Factory processing Personal Information for the purpose of making travel arrangements as contemplated herein.
- 18.4. The Holiday Factory shall, at all times, ensure that the Customer's Personal Information remains strictly confidential and that the Customer's right to Personal Information being privileged shall not be prejudiced.
19. **General**
- 19.1. This document, read together with The Holiday Factory's confirmation, invoice, itinerary, relevant Suppliers' standard terms and conditions, as applicable in the circumstances, constitutes the sole record of the agreement between the parties.
- 19.2. No party shall be bound by any representation, warranty, and promise or the like not recorded herein.
- 19.3. No indulgence which The Holiday Factory may grant to the Customer shall constitute a waiver of any of the rights of The Holiday Factory, which shall not thereby be precluded from exercising any rights against the Customer which may have arisen in the past or which might arise in the future.
- 19.4. All costs and disbursements, including legal costs on the attorney and client scale incurred by The Holiday Factory in recovering any damages and payments payable by the Customer to The Holiday Factory shall be for the Customer's account.
- 19.5. These terms and conditions shall be governed by the laws of the Republic of South Africa.
- 19.6. The Holiday Factory is a registered member of ASATA (Association of South African Travel Agents) and, as such, abides by its constitution and code of conduct.
- 19.7. If the Customer is not entirely satisfied with the services offered by The Holiday Factory and/or any of the services provided to the Customer by any of its Suppliers, please address the complaint in writing to The Holiday Factory's Customer Services Department at [customerservice@theholidayfactory.co.za](mailto:customerservice@theholidayfactory.co.za). The Customer must immediately inform The Holiday Factory if he/she is not satisfied with any service as this will enable The Holiday Factory to resolve the problem on the Customer's behalf. If the Customer fails to give The Holiday Factory the timeous opportunity to resolve a problem when it occurs, the Customer's right to compensation may be reduced or revoked.