



## **Terms & Conditions**

Standard Terms and Conditions of Contract for Affinity Travel Management (PTY) Ltd

### **Application**

All services rendered by or on behalf of Affinity Travel Management (PTY) Ltd ('Affinity Travel') to the Client/s are subject to the terms and conditions ('the Conditions') set out below.

Affinity Travel is located at 14 Flamingo Court, 4 Church street, Florida, Roodepoort, 1709, South Africa.

The following Terms and Conditions should be read and understood prior to confirming your travel. Do not confirm any booking unless you understand and agree with the following terms and conditions.

### **Covid-19 Disclaimer**

By proceeding to book You agree and accept the Terms and Conditions of Affinity Travel and its travel Partners. You further acknowledge that Affinity Travel operates as a reseller of flights, accommodation, car rental, tours, packages and all content that is quoted to you is sourced from a GDS (Global Distribution Service) or from the Airline Directly via an Application Programming Interface (API), third party suppliers. Whilst every effort is made to ensure that systems are updated to take into account any travel restrictions that may exist at the time of booking, it may be possible that there is a delay in the GDS or Airline system updating to accommodate all travel restrictions that may be imposed. By booking the selected flight with us, you confirm that you have checked that there are no travel restrictions, in both your country of departure, transit and arrival, that may affect your booking and that you have satisfied yourself on behalf of all travellers in the booking that you can proceed with the booking. Please also check the entry requirements of your destination country as a quarantine period or testing might be a requirement when flying in from South Africa.

Affinity Travel cannot be held liable for any operational changes, cancellations or consequential damages incurred by you, or any passenger in the booking, in the event that flights are not able to operate as planned, including any disruptions, cancellations or changes to planned schedules. Please

note that in the event that a flight is disrupted or cancelled due to travel restrictions being imposed that each airline will have their own policy in this regard, which will apply to your booking.

### **Nature of the services rendered by Affinity Travel**

Affinity Travel renders the service of full travel agency services offline, ('the Services') in accordance to which the general public shall

have access to Affinity Travel staff,

be entitled to set certain travel, accommodation and/or other service criteria,

request quotations and

be entitled to confirm bookings and make reservations relating to travel, accommodation and/or other service requirements.

For the avoidance of doubt, the services include any advisory or consultancy services when you choose to speak to a Affinity Travel Agent.

### **The Client and Authority**

The Person(s) wishing to utilise the services, indicates their acceptance of these Terms and Conditions by proceeding with the booking, quotation. Upon doing so, such person is DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED these Terms and Conditions and to have the authority to do so on behalf of the person/Company in whose name the reservation or booking is made (collectively referred to as 'the Client(s)').

Please be advised that unless requested otherwise upon making the reservation, Affinity Travel is authorised to engage with any Passenger listed in a booking, in as long as that Passenger is able to provide the reference number for the booking. Affinity Travel accepts no responsibility for any changes made by any of the listed Passengers in a booking.

### **Third Party Service Providers**

Affinity Travel provides Clients with the services either itself or acting on behalf of Principals engaged in or associated with the travel and/or accommodation industries, such as airlines, hotels and/or other service providers or suppliers (collectively referred to as 'the Principal'). Affinity Travel represents the Principal as agents only AND ACCORDINGLY ACCEPTS NO LIABILITY for any loss, damage (including loss of profits or consequential or special damages), injury, illness, harm or death which any Client may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise. When you make a booking with us, you acknowledge and agree that we act only as an agent for the third party service provider, which is solely responsible to provide you with the travel or service which you have booked. The contract in use by the Principal (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the Principal and the Client and any RIGHT OF RECOURSE the Client may have, will be solely against the Principal. Affinity Travel shall, as soon as possible after the confirmation of the Client's booking, provide to the Client the identity of the Principal.

Please be advised that when booking a travel package with Affinity Travel it is the Passenger's responsibility to ensure that they have familiarised themselves with all terms and conditions that are

applicable to their booking, which may include air, rail, bus, transport services suppliers, hotel and tour operators, etc. Affinity Travel has a trade relationship with a number of preferred third party travel providers and the provider's terms and conditions are available to the Passenger on request.

Affinity Travel does not warrant or guarantee the service or the refundability of the booking. Please be aware that Third Party Service Providers (Airlines) may charge extra for certain items such as: seating, special meal requests or printing boarding passes. This is subject to change without notice to you. By agreeing to these terms and conditions upon making your booking you agree to accept this condition. It is the Client's responsibility to familiarise themselves with such terms and conditions ('the Principal's Conditions').

### **Booking Enquiries and Reservations**

Once the Client has (i) completed all applicable fields to initiate an enquiry regarding a particular destination, trip, tour, mode of travel, preferred accommodation and/or other service, or (ii) initiated such an enquiry with Affinity Travel by any other means of communication, if applicable, interactions with affiliates (collectively referred to as 'the Enquiry'), the Agent will prepare and provide the Client with the projected total cost of the Enquiry (by email, by SMS, by Whatsapp or telephonically) ('the Quote'). THE QUOTE IS ACCEPTED by the Client when the Client accepts the Quote via email. Full payment of the total value of the Quote ('the Payment') is required in order to confirm reservations with the relevant Principal/s ('the Booking'). Once the Booking affected by Affinity Travel has been completed and the Client has authorized Affinity Travel to process the payment by submitting the Booking for reservation, the Client will be supplied with an email that will contain the final details of the Booking ('the Booking Confirmation'). IN THE CASE OF AIR TICKETS, FULL PAYMENT FOR THE BOOKING NEEDS TO BE MADE AND REFLECT IN THE BANK ACCOUNT OF Affinity Travel on the day that the Booking was made in order to guarantee the fare quoted according to the Booking Confirmation Form or according to such period per the quotation, whichever is the earlier. Note that all tickets carry different fare conditions as imposed by the relevant airline. The ticket you are purchasing may only be partially or non-refundable. To verify this before booking please contact our offices.

### **Destination Selection**

The Client ACKNOWLEDGES that they have selected the itinerary and destination(s) constituting the booking. He/she ALSO ACKNOWLEDGES that the Booking has been compiled and is managed and updated by the Principal, and that Affinity Travel has no control over information compiled by the Principal. Accordingly Affinity Travel CANNOT AND DOES NOT GUARANTEE that the itinerary and/or any destinations will comply in whole or in part with those advertised by or on behalf of the Principal. Any right of recourse in that regard will be against the Principal. In addition to the above Affinity Travel cannot be held liable for incorrect availability being displayed by the Principal and we cannot be held liable if the seats selected are not available.

### **Payment and Payment Terms**

The Payment is due immediately by Visa, Master, American Express Card, Electronic Funds Transfer, Cash Deposit at a bank, whichever is applicable, and must reflect in the bank account of Affinity Travel on the day that the Booking was made. If the Payment is not received as stated above, Affinity Travel or Principal involved RESERVES THE FULL RIGHT TO CANCEL THE BOOKING, in which event any Payment (less any cancellation and administration fees) shall be refunded to the Client as soon as refund is received from the third party supplier. In the event that the Payment was made after the aforementioned deadline, and should Affinity Travel inform the Client by means of a revised Quote

that the Booking remains available at a higher price, the Client may choose to proceed with the Booking at such higher price, in which event the CLIENT WILL BE LIABLE for any difference between the original Quote and such higher price, and the revised Payment must reflect in the bank account of Affinity Travel before the deadline stipulated in the revised Quote in order to secure the Booking.

Affinity Travel is a South African company and all transactions are processed in South African Rand. The applicable conversion charges ('Additional Charges') may therefore be levied by your merchant bank if payment is made from another country and/or in another currency other than South African Rand. The Additional Charges are driven by the global treasury of the applicable credit card and are impacted by the change in daily exchange rates. Affinity Travel shall therefore NOT BE HELD LIABLE for any Additional Charges levied by the applicable merchant, or bank pursuant to the confirmation of a Booking. Affinity Travel does not offer credit.

### **Quotes**

Quotes are provided at the current daily exchange rate. Until Affinity Travel has received Payment, we RESERVE THE RIGHT to amend any Quote. Should the Quote be increased as a result of an exchange rate fluctuation, the CLIENT UNDERTAKES TO PAY FOR ANY INCREASE ON DEMAND. Any decrease in the QUOTE prior to the date of Payment will be reflected in the Quote itself. The onus will be on the Client to check that there have been no changes in the Quote prior to making the Payment. Airfares are subject to the price and conditions quoted by the airlines. However, once Payment has been received, the Quote is guaranteed, PROVIDED THAT the payment was made on the day that the Booking was made. Should the Client make a group booking and the group number deviate from the number required for the Booking, the PRINCIPAL MAY RESERVE THE RIGHT to re-cost the Quote and raise a surcharge. Should any Client refuse to accept and pay such surcharge, it may result in the Principal CANCELLING THE BOOKING AND RETAINING any payment made, and Affinity Travel will be entitled to retain any service fees charged. Affinity Travel accepts no liability for bookings that have been cancelled because no payment has been forthcoming.

### **Service Fee**

These fees cover the costs incurred by Affinity Travel in booking and servicing your travel reservation. We also reserve the right to charge an additional service fee for any additional services rendered, such as cancellation requests or changes to your booking.

Please be advised that service fees and products are non-refundable in case of a cancellation. Service fees vary depending on the number of Passengers in a booking. These will appear on your quotation.

### **Amendment Fees**

An amendment fee per Booking may be levied for any changes to the confirmed itinerary and or ticket. The Travel Agent's amendment fee is charged in addition to any amendment fees which may be charged by the relevant Principal, third party supplier.

### **Affinity Travel's Indemnity**

The proposed travel arrangements are made on the EXPRESS CONDITION that Affinity Travel, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage (including loss of profits or consequential or special damages), accident, injury, illness, harm, trauma, death, delay or inconvenience (collectively, 'Losses') to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client), their luggage, or

other property, wherever, whenever and however the same may occur The CLIENT INDEMNIFIES AND HOLDS HARMLESS Affinity Travel .

### **Insurance**

It is STRONGLY ADVISED that all Clients take out adequate insurance cover in order to cover instances such as cancellation due to illness or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. (Note that this is not an exhaustive list). Affinity Travel will NOT BE RESPONSIBLE OR LIABLE if the Client fails to take adequate insurance cover. It shall not be obligatory upon Affinity Travel to effect insurance for the Client (since this service does not fall within the scope of the Services) except upon detailed instructions given in writing by the Client. All insurance effected by Affinity Travel pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk. Affinity Travel 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. Please note that various credit card companies offer limited levels of travel insurance, which in Affinity Travel's view may not be sufficient cover for international travel. The CLIENT IS ADVISED to check with their respective credit card companies in order to obtain the specific details of the cover offered, and determine whether this is sufficient for the Client's requirements.

### **Travel Documents**

Documents (for example booking confirmations, itineraries etc.) shall only be prepared and released to the Client on receipt of the full Payment. The new regulations require that all parents arriving, transiting and departing from SA are to produce an unabridged birth certificate for their children under the age of 18 years. Families not in possession of these documents will be refused to travel. In the case where only one parent is travelling with the children, consent in the form of an affidavit from the other parent registered is required. Alternatively, either a court order granting full parental responsibilities and rights or a death certificate of the other parent must be produced.

### **Name Change Requests**

Upon confirming your booking we advise you to CHECK THE SPELLING OF YOUR AND ALL PASSENGER'S NAMES and ensure that it is as per the passport/identity document. Should the spelling of any traveller's name not match the passport/identity document the airline may not allow you to board the plane or should you require a name change, and should it be permissible, airline penalties may apply. Please note that some airlines do not allow name changes for any reason whatsoever and may require you to buy a completely new ticket. Affinity Travel accepts no liability in this regard.

### **Passports, Visas and Health**

It is ENTIRELY THE CLIENT'S RESPONSIBILITY to ensure that all passports and visas are current, valid, obtained on time, have sufficient blank pages, will be valid for six months after return to their home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. The Client is STRONGLY ADVISED to check the relevant requirements for their destination and any transit countries before travelling.

Before booking any flight it is important to check if a transit visa will be required. As this differs between countries and what passport you are holding it is always best to check with the embassy of the transiting country. For example if you are the holder of a South African passport and are travelling on Virgin Atlantic to Paris via London you may require a transit visa.

Affinity Travel will endeavour to assist the Client if requested and the Client acknowledges that in doing so, Affinity Travel IS NOT ASSUMING ANY OBLIGATION OR LIABILITY AND THE CLIENT INDEMNIFIES Affinity Travel against any consequences of the Client's failure to comply with any such requirements. It is the CLIENT'S DUTY to familiarize him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements.

#### **Warning: Malaria and other tropical Diseases**

Certain parts covered by the Client's itinerary may be areas where there is a HIGH-RISK of malaria and other tropical diseases such as yellow fever. It is ENTIRELY THE CLIENT'S RESPONSIBILITY to check if any parts of their itinerary fall in high-risk areas and the Client is STRONGLY ADVISED to take the necessary precautions in this regard and hence we recommend that the Client checks with their medical practitioner and/or travel clinic well before departure.

#### **Cancellation**

In the event of the Client cancelling the Booking, Affinity Travel shall have the RIGHT TO EITHER CLAIM the amount of, or retain an amount of the Payment and claim reasonable damages suffered by Affinity Travel, provided that Affinity Travel shall not impose any cancellation fee or claim any damages in respect of a Booking or reservation if the Client is unable to honour the Booking or reservation due to the death or hospitalisation of the Client. The Principals may reserve the RIGHT TO CANCEL any services prior to departure, in which event the Payment (less Affinity Travel's service fee) will be refunded by the Principal to the Client without any further obligation on the part of Affinity Travel. Affinity Travel will CHARGE A FEE for processing the request for refund. Clients should refer to the "Refunds" section of these Conditions, as well as the cancellation provisions contained in the Principal's Conditions or the Sites. Principals may charge cancellation fees over and above the cancellation fees charged by Affinity Travel in terms of this Condition. Please note that should you have booked a ticket with more than one flight (eg: DUR – JNB – MRU) you may only use your tickets in the sequence they were booked. If you do not check in for your first flight the Airline reserves the right to cancel all of the remaining flights on that ticket and your ticket will become invalid. You will not get any money refunded for parts of the tickets not used.

#### **Unscheduled Change/Disruption**

In the unlikely event of there being an unscheduled extension to the final itinerary caused by flight rescheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of Affinity Travel, its agents or the Principal, any EXPENSES RELATING TO SUCH UNSCHEDULED EXTENSIONS (HOTEL ACCOMMODATION ETC.) WILL BE FOR THE CLIENT'S ACCOUNT. The Client should confirm whether any of these expenses may be covered by travel insurance, should this be applicable. It is the Client's responsibility to confirm the specific provisions of the travel insurance. In most instances the Principal/s will make the change/s/disruption/s known to Club Travel and in this instance, time permitting, Affinity Travel will make every effort to pass this information onto you using the contact details provided at the time of making the booking. Please note that it is the Principal's duty to inform the person who made the booking of any changes to the booking, however there are times when this information is not timeously relayed so it is important to ensure that when travelling you have access to the email address used at the time of making the booking. It is also recommended that both 72 hours and 24 hours before flying you confirm your itinerary both when departing from your country of origin and when making your return journey. Once checked in you will be notified in the unlikely event of changes to your flight. Affinity Travel cannot be held liable for failing to advise you of any changes, even when these changes had been communicated by the

Principal/s to us as there may be delays in relaying this information to you, due to operating hours or technical delays.

### **Itinerary Variations and Transfers**

While every effort is made to keep to the final itinerary, the Principals reserve the right to make changes intended for the Client's convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary. Any such variations in the final itinerary do not constitute any reason for a refund and Affinity Travel shall NOT BE HELD LIABLE for any such variations. IT IS THE CLIENT'S RESPONSIBILITY to check each amendment to the itinerary. Please note that no Passenger who has not utilised an outgoing flight on a return ticket will be allowed to make use of the return trip, except where, should it be permissible, prior arrangement has been made with the airline.

### **Promotional Products**

Promotional products and packages offered on promotion and under discounted rates are valid for a limited period. Any deposits or payments made in full for confirmed bookings during this period are non-refundable, non-exchangeable or non-changeable (subject to the Consumer Protection Act), unless otherwise specified at the time of booking. Deposits only apply to offline bookings, as agreed between the Client and Affinity Travel.

### **Car Rental**

The person listed as the driver of the vehicle must present a South African driver's licence or an international driver's licence when renting a car in South Africa or overseas. When collecting a car rental the driver must also have a valid credit card to present at the time of collection. The credit card must be in the name of the driver of the vehicle. If a credit card was used to pay for the booking, in most cases it should be the same card. Please be aware that specific terms and conditions of selected car rental companies will apply to your booking. Please refer to terms and conditions below. Please note that this list is not exhaustive and should the specific terms and conditions of the Service Provider not be listed please ensure that you make an effort to locate them and peruse them before making your booking.

CHB TERMS AND CONDITIONS: <https://www.chb.co.za/1816-9543-EN/chb.aspx>

### **Law and Jurisdiction**

These Conditions shall be governed by the law of South Africa and the jurisdiction of South African courts will govern the relationship between the Client and Affinity Travel. Affinity Travel 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.

### **Special Requests**

Clients who have special requests must specify such requests in writing to Affinity Travel at least 72 hours prior to their outbound flight. Whilst Affinity Travel will use its best endeavors to accommodate any such requests, it does NOT GUARANTEE that it will always be able to do so.

### **Amendments of these Conditions**

Affinity Travel reserves the right to make changes to these terms and conditions without further notice to the Client. In this instance the terms and conditions applicable at the time of making the booking will remain relevant to the respective booking.

### **Refunds**

Refunds by the Principals will be subject to their respective terms and conditions. Affinity Travel will charge a fee for processing a request for refund. Principals may charge refund fees above those stated here. Some air tickets are completely non-refundable according to airline fare rules. Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, airline default or government travel warnings will not entitle you to any refund in the case of non-refundable tickets nor of waiving the cancellation penalties in the case that the tickets can be refunded. If tickets can be refunded, cancellation penalties are imposed by the airline. Trip cancellation and interruption insurance are therefore highly recommended. For the best coverage, travel insurance should be purchased at the same time as the airline tickets.

Once we have established the possible refund you are entitled to, we will request it with the airline or hotel or third party supplier on your behalf. For flight bookings the refund will be made by the airline directly to the account the booking was originally paid with. This can take as long as 6 (six) months to a year or longer to obtain from the airline. Standard processing time for refunds is 8 to 10 weeks depending on the airline. For hotel bookings, the supplier will refund Affinity Travel and we'll refund the credit card or bank account you used when making your reservation. This usually takes approximately 4 weeks.

### **Foreign Exchange Regulation Compliance**

Foreign Exchange Regulation Compliance is EXCLUSIVELY THE CLIENT'S RESPONSIBILITY. This will apply especially when the Client instructs Affinity Travel to make and pay for travel arrangements on the internet.

### **E-ticketing: Documents required for travelling**

It is the CLIENT'S EXCLUSIVE RESPONSIBILITY to ensure that he/she is in possession of all relevant travel documents prior to commencing with his/her travels. For example, the Client must be ready to show their passport or identity document and e-ticket at the check-in counter of the airline concerned, or, to the extent applicable, their passport or identity document at the check-in counter for their accommodation. Certain airlines require the physical credit card, used to make payment, to be presented at check-on or a copy of the credit card and the card-holders ID, in addition to the above mentioned documents. The requirement to have a valid passport or identity document and/or an unabridged birth certificate will apply to all members of a travelling party and for each minor travelling (including infants).

### **Internet Bookings**

If the Client requests or instructs Affinity Travel to effect bookings via the internet, the Client IRREVOCABLY AUTHORIZES Affinity Travel to do the following on their behalf (1) make any selections of and for the proposed travel arrangements (2) inform the Client of the prices attached to the proposed travel arrangements PRIOR TO CONFIRMING the booking and (3) make payment for such booking and ancillary services.

### **Limitation of Liability**



Affinity Travel, ITS OFFICERS, DIRECTORS, SERVANTS OR AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY CLAIM, LOSS, DAMAGE OR INJURY SUFFERED BY ANY PERSON WHETHER TO THEIR PERSON OR PROPERTY, HOWSOEVER CAUSED WHETHER OR NOT ARISING FROM ANY ACT, OMISSION, DEFAULT, OR NEGLIGENCE ON THE PART OF Affinity Travel.

### **Legal Fees**

In the event that Affinity Travel has to engage a lawyer to enforce any of its rights in terms of these Conditions or otherwise, and in the event that Affinity Travel is successful in the enforcement of such rights, the CLIENT WILL BE LIABLE for all legal fees at an attorney and own client scale.

### **Confidentiality**

Subject to statutory constraints or compliance with an order of court, Affinity Travel undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

### **Confirmation of Travel Arrangements**

It is advisable that all onward travel arrangements (local, international and on return to RSA, domestic connecting flights) be RECONFIRMED BY THE CLIENT 72 (seventy-two) hours prior to departure with the airline.

### **Social Media**

You agree that your use of our social media pages which include but are not limited to Facebook pages, Instagram, Twitter, will not be defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasive of anyone's privacy, or otherwise contain objectionable comments and/or content. We do not tolerate any form of discrimination on grounds of race, sex, religion, nationality, disability, religion or belief, sexual orientation, being a transsexual person, or age. We reserve the right to remove any comment, thread or content without prior warning to you. We also reserve the right to bring legal proceedings against any individual for a breach of these rules or law generally, or take such other action as we reasonably deem appropriate.

### **Feedback**

If you are dissatisfied with our service or your travel booking, you must submit your complaint to us in writing (email), within 96 (ninety six) hours of returning from your travel, in order for us to investigate the complaint efficiently and to ensure that we are provided with a fair opportunity to rectify the situation and mitigate any losses or damage. Any and all third party claims must be made directly with the Third Party Service Provider of the travel product supplied. Stolen or lost luggage must be reported to the airline prior to leaving the airport. We value your feedback. If you have a compliment, complaint or wish to share your experience with us, please contact :

[noorie@affinitytravel.co.za](mailto:noorie@affinitytravel.co.za)