



## **Booking Terms & Conditions**

### **What do we do?**

We are a Travel Agent (a go-between) facilitating transactions between you and Travel Service Providers (TSP), such as:

- Airlines
- Hotels
- Guides and drivers
- Tour Operators
- Boat Charter Companies
- Travel Insurance Companies
- Visa Service Companies
- Consulates and Embassies
- Foreign Exchange Operators

### **What are our responsibilities?**

1. To ascertain your travel needs and to offer professional advice accordingly.
2. To inform you of the trading conditions, as known to us, of a TSP
3. To comply with deadlines and other criteria as laid down by a TSP
4. To the best of our ability to introduce you to a TSP which we have found to be:
  - a) Reputable
  - b) of good financial standing
  - c) a provider of quality products or services
  - d) sharing in our ethos of service excellence
5. To advise you of required travel documentation and the validity thereof.
6. To ensure accurate and timeous issuance and delivery of travel documentation.

7. To be available for advice before, during and after travel has commenced.
8. Subject to statutory constraints or compliance with an order of court, we undertake to deal with all your information on a strictly confidential basis.

### **What are your responsibilities?**

1. To clearly state your travel requirements and ensure they are understood.
2. To provide accurate information at all times, especially with regard to:
  - the spelling of travellers names as per passport
  - contact details, such as telephone, email and home address
3. To check all details on quotes and confirmations and to confirm these are correct before travel documents are issued.
4. To ensure that you are familiar with the terms and conditions of each TSP.
5. If you are acting on behalf of other travellers, you are responsible to ensure they understand and accept the contents of this document.
6. To understand and accept that products presented in the media, in brochures and/or the internet may differ from reality.
7. To advise us of any special needs at the time of booking and to understand that despite our best endeavours these requests may or may not be fulfilled by the TSP.
8. To ensure that all personal travel documents are valid, such as passports, health certificates, international drivers licences, visa(s), travel insurance, etc.
9. To present a valid form of payment timeously. Late or invalid payments may result in the cancellation of your reservation and you may incur financial penalties. Note, unless requested, all our quotes are discounted for EFT payments only.

**H.M. Joao trading as MadagasCat Charters & Travel** shall not be responsible or liable for any injury, death, damage, loss, delay, cost, expense, inconvenience or loss of enjoyment suffered by any person or corporation caused directly or indirectly by or arising from:

1. Force majeure or other events beyond MadagasCat Charters control, including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of god, acts of government or any authorities, accidents to or failure of machinery or equipment.
2. The negligence, acts or omissions of any Tour Operators or Airlines.
3. The inability of MadagasCat Charters or Tour Operators or Airlines through circumstances beyond their control to comply with any special request relating to age, medical conditions, or physical disability of the client or any request for smoking or non-smoking accommodation or seating.
4. The client failing to comply with any instructions, tour information or itinerary provided by MadagasCat Charters or Tour Operator or Airline or failing to arrive in proper time for any transport or transfer.
5. The client being intoxicated or affected by drugs at the relevant time.
6. Inaccurate information or statements given by employees of MadagasCat Charters, Tour Operators or Airlines.

## Money Matters

Documentation will only be issued once full payment has been received and **cleared by our bankers**.

Although your holiday price is correct at the time of your inquiry or booking - taxes, levies, exchange rates and airport charges may change at any time. For this reason the differences can be collected up to and including the day of departure.

Upon receipt of your deposit MadagasCaT will immediately pay the airline to secure your fares. The balance of the amount (total – airfares = balance) will be adjusted at the point of final payment in line with the up dated rate of exchange.

You are able to make final payment at any time you wish on the condition that it is no later than six weeks prior to departure. Before this final payment is made you should request your final invoice.

**NO TRAVEL DOCUMENTS WILL BE ISSUED WITHOUT FULL PAYMENT BEING MADE**

MadagasCat Charters has the right to alter prices prior to departure should there be any fluctuations in currency, increases in fuel costs, airfares, ground operator services or variation in group size.

## We accept the following forms of payment:

- Visa & Mastercard credit cards - accompanied by identification and a signed credit card authorisation form. Please note that all quotes are discounted for EFT payments – please advise if you wish to pay by credit card before we quote.
- Electronic Funds Transfer.

## Refunds

- We pay your money to the TSP from whom refunds must be claimed.
- We will facilitate the refund process.
- Monies will be refunded in accordance with the TSP's policy which may include cancellation fees, administration fees or denial of application.
- We may apply a R1000 per person administration fee as well as retaining any service fees levied by us at the time of booking.
- Refunds may take up to eight weeks and in exceptional cases even longer.

## What can you do to make the most of your trip?

- Take out Travel Insurance which is highly recommended - ask our consultant for guidance.
- Make sure all your travel documentation is in order before departure – your passport should have at least 2 empty pages and six months validity.

- Reconfirm all your flights three days before departure.
- Make the TSP immediately aware of any issues and give them an opportunity to rectify the situation. Successful disputes depend on this.
- Be tolerant of events beyond your or our control which may cause flight delays/cancellations, etc. Although these may cause anxiety, the TSP's have procedures in place to deal with such situations and this may include compensation in one form or another.
- Please note that visa's are issued on arrival at a cost of about €25 pp cash

### **Legal Stuff**

- This agreement is governed by South African Law.
- The Parties consent to the jurisdiction of the appropriate Magistrate's Court with regard to any action based on these Terms and Conditions.
- This document reflects the only agreement between you and MadagasCaT Charters & Travel
- You are contracted to the TSP independent of MadagasCaT Charters & Travel
- You will be liable for all legal fees on an attorney and own client scale in the event that MadagasCaT has to engage a lawyer to enforce or defend any of its rights.

### **Remember that we act as an Agent between you and the TSP, therefore:**

- You are responsible for understanding and accepting the trading conditions of each TSP. You should request these from our consultant.
- The Trading Conditions of the TSP is the sole contract governing your transaction and will be referred to in times of dispute.
- We will facilitate your valid claim against a TSP.
- We accept limited liability for proven negligence on our part which may have led you to suffer a financial loss.
- We do not accept liability for any actions, errors or omissions of the TSP and their agents, which may result in a loss of any form, including personal harm.
- We do not accept liability for the consequences of actions beyond our control such as late or non-issuance of visas, passports or any other travel documentation, Acts of God, etc.

### **Consumer Protection Act**

We support the intent of the Consumer Protection Act which governs business interactions between a seller and a buyer concerning products/services consumed in South Africa. We believe in honest, transparent, ethical and fair business practice.

### **Protection of Personal Information Act (PoPI)**

We support the intent of the PoPI Act which by and large is to protect your personal information from distribution to or access by unauthorised parties.

Whilst we at MadagasCaT Charters & Travel are committed to doing so, you need to be aware that we cannot guarantee the extent to which your information is protected by third party service providers, such as airlines, hotels, car hire companies, etc., who need your personal information to conclude your travel arrangements.

**Payment of a deposit is confirmation that you have read and agreed upon all the above terms and conditions.**