



XL ABSOLUT TRAVEL, KENILWORTH,
Ground Floor, Block E, Greenford Office Estate
Punters Way, Kenilworth, 7700 P O Box 53401, Kenilworth 7745
Telephone: (021) 671-4666 Facsimile: (021) 671-7885
www.xlabsoluttravel.co.za

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Travel destinations

By offering for sale travel to particular international destinations, Quadfemme Travel and Tours trading as XL Absolut Travel. does not represent or warrant that travel to such points is advisable or without risk, and is not liable for damages or losses that may result from travel to such destinations.

Indemnification

The Client agrees to defend and indemnify Quadfemme Travel and Tours trading as XL Absolut Travel. and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by

- i. the Client or on the Client's behalf in excess of the liability described above; or
- ii. by third parties as a result of
 - a. the Client's breach of these Terms, Conditions and Notices or the documents referenced herein;
 - b. the Client's violation of any law or the rights of a third party; or
 - c. the Client's use of this agency.



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Standard Terms and Conditions of Contract for Quadfemme Travel and Tours trading as XL Absolut Travel

Application

All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of Quadfemme Travel and Tours trading as XL Absolut Travel. ('the Travel Agent') are subject to these terms and conditions ('the Conditions').

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 to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

Third party service providers

The Travel Agent provides Clients with travel and/or other services either itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines ('collectively referred to as 'the Principal'). The Travel Agent represents the Principal as agents only and accordingly accepts no liability for any loss, damage, 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 fulfill their obligations, whether in relation to travel arrangements, accommodation or otherwise. 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. The Travel Agent will provide the identity, terms and conditions of all the Principals relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarise itself with such terms and conditions ('the Principal's Conditions').



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Booking, deposit & reservation

Once the Client has requested a quote and/or , responded to an advertisement verbally or in writing or via e-mail or the Internet or has, without reference to any of the aforesaid, asked for more details (collectively referred to as 'the Enquiry'), about a particular destination, trip, tour or mode of travel (collectively referred to as 'the Proposed Travel Arrangements') the Travel Agent, will prepare and provide the Client with an estimate (online, by hand, telefax or e-mail) ('the Estimate'). Upon the Client's written confirmation that the facts and information contained in the Estimate is correct, the Travel Agent will prepare a quotation for the Proposed Travel Arrangements ('the Quotation'). Full payment of the total estimated value of the Proposed Travel Arrangements ('the Price') as specified in the Quotation is required in order to confirm reservations with Principals ('the Booking'). The Travel Agent will not confirm any reservation if the full payment has not been received. Once the Booking has been completed, the Client will be supplied with an electronic message that will contain the final detail of their Booking ('the Booking Confirmation Form'). In the case of air tickets, full payment is required as per the applicable fare rule. If full payment is not received by the applicable date the airline will automatically cancel the reservations.

Destination selection

The Client acknowledges that it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from the Internet. It also acknowledges that the Internet booking has been compiled and is managed and up-dated by the Principal over which the Travel Agent has no control. Accordingly the Travel Agent cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such the Internet. Any right of recourse in that regard will be against the Principal.

Payment and payment terms

The full payment is due immediately by Visa, Master or Diners Credit Card or Electronic Funds Transfer. If the payment is not received on time, the travel documents can be delayed and may necessitate the use of a courier service, which will be for the Client's account or the Travel Agent may cancel the Booking. Late payment may also result in cancellation of the reservation by the Principal. The Client undertakes to pay the Travel Agent interest at a rate of 5% above the prime



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rate charged by the Travel Agent's bank on any payment made after the due date.

Prices

Prices are quoted at the ruling daily exchange rate. Until the Travel Agent has received payment of the Price in full, it reserves the right to charge any fluctuations to the Client's account and the Client undertakes to pay for any such fluctuation on demand. The onus will be on the Client to check that there have been no changes in the Price prior to making full and final payment. However, once payment of the Price in full is received, the Price is guaranteed. However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by the Travel Agent. Should the Client be 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 Price and raise a surcharge. Should any Client refuse to accept and pay such surcharge, it may result in the Principal may cancelling the Booking and retain any payment made (The Travel Agent will be entitled to retain any service fees charged).

Service Fee

These fees cover the costs incurred by Quadfemme Travel and Tours trading as XL Absolut Travel. in servicing your travel reservation.

Responsibility

The Proposed Travel Arrangements are made on the express condition that The Travel Agent, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, trauma, death, delay or inconvenience 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 the Travel Agent, its employees and agents accordingly. The Travel Agent, its employees and agents shall further more not be liable for any indirect and/or consequential loss or damages whatsoever.



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Insurance

It is strongly advised that all Clients take out adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment (Note that is not an exhaustive list). The Travel Agent will not be responsible or liable if the Client fails to take adequate insurance cover or at all. It shall not be obligatory upon the Travel Agent to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by the Travel Agent 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, and the Travel Agent 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 the Travel Agent does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

Travel documents

Documents (vouchers, itineraries etc) are only prepared and released on receipt of payment of the Price in full.

Passports, visas & health

It is the entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time, and will be valid for six months after return to home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with the Travel Agent before travelling. The Travel Agent will endeavour to assist the Client but such assistance will be at the Travel Agent's discretion and the Client acknowledges that in doing so, the Travel Agent is not assuming any obligation or liability and the Client indemnifies the Travel Agent 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.



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Malaria and other tropical diseases: warning

Certain parts covered by your itinerary are areas where there is a high-risk of malaria and other tropical diseases. We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return.

Late booking & amendment fees

A late booking fee may be charged in respect of bookings received within 4 working days prior to the departure date. This charge is levied to cover communication expenses involved. An amendment fee per booking may be levied for any changes to the confirmed itinerary.

Cancellation

In the event of Client cancelling the Booking, the Travel Agent shall have the right to either claim an amount or to retain an amount of the payment and claim damages suffered by the Travel Agent. The Principals may reserves the right to cancel any service before departure, in which event the entire payment will be refunded to the Client without any further obligation on the part of the Travel Agent. The Travel Agent will charge a fee for processing the request for refund. (Clients should also refer to the cancellation provisions contained in the Principal's Conditions or Web site. Principals may charge cancellation fees over and above those stated below):

Unscheduled extensions

In the unlikely event of there being unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the Travel Agent, its agents or the Principal, it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc) will be for the Client's account.

Itinerary variations & transfers



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While every effort is made to keep to the final itinerary, Principals and/or the Travel Agent reserves the right to make changes for the Client's convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary and this does not constitute any reason for a refund. It is the Client's duty to check each amendment to the itinerary and also to sign the final one.

Law & jurisdiction

South African law and the jurisdiction of South African courts will govern the relationship between the Client and the Travel Agent. The Travel Agent 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.

Conduct

The Client agrees that he/she will at all times comply with the Travel Agent's or others' requirements in regard to his/her conduct and he/she will not in any way constitute a nuisance to any other passenger on the aircraft.

Special requests

Clients who have special requests, must specify such requests. Whilst the Travel Agent will use its best endeavours to accommodate such requests, it does not guarantee that it will.

Amendments

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the Travel Agent.

Refunds

No refunds will be considered in any circumstances whatsoever by the Travel Agent. Refunds by the Principals will be subject to their terms and conditions.



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Foreign exchange regulation compliance

This is the Client's exclusive duty. This will apply especially when the Client instructs the Travel Agent to make and pay for travel arrangements on the Internet.

E-ticketing

The Client must be ready to show their identity document and their credit card at the check-in counter of the airline concerned. The ID document will apply to all members of a travelling party and for EACH MINOR.

Internet bookings

If the Client requests or instructs the Travel Agent to do bookings via the Internet, the Client irrevocably authorises the Travel Agent to do the following on its behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payments and (3) accept booking conditions.

Limitation of liability

The Travel Agent, its officers, directors, servants or agents will under no circumstances be liable for any claim for any 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 the Travel Agent. whatsoever, unless such claim is due to the gross negligence of the Travel Agent and such claim is lodged in writing with the Travel Agent within 30 (thirty) days after the end of the Booking. Such liability will be subject to a limitation of R10 000-,00 per Client per Booking and under no circumstances will the Travel Agent be liable for any indirect or consequential loss or damage.

Legal fees

The Client will be liable for all legal fees on an attorney and own client scale in the event that the Travel Agent has to engage a lawyer to enforce any of its rights or otherwise.



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Confidentiality

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

Confirmation of travel arrangements:

All onward travel arrangements (local and international & on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 hours prior to departure.

Entire contract

The Conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Travel Agent or otherwise that is not included herein.

Unabridged Birth Certificates:

Until further notice children travelling under the age of 18 years old will be required to show proof of a certified copy of the child's unabridged birth certificates for international travel. If travelling without one biological parent certified copies of affidavits will be required in order to be allowed to board for international travel.



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