



Karusha Nizelin | 079 867 1142 | karusha@sunshine-holidays.co.za

Booking Terms and Conditions:

These booking terms and conditions apply to bookings you make with your consultant.

The booking terms should be read and understood prior to booking your travel, and will be binding on you as soon as they have been accepted by you and/or we have issued a confirmation invoice to you for the travel which you booked. Please retain a copy of the booking terms once your booking is placed.

References to "Sunshine Holidays", "us", "we" or "our" in these booking terms will mean Sunshine Holidays(Pty) Ltd registration number 2022/885771/07

Understanding your contract with us and your third party service provider

When you book travel through us, you enter into two agreements. The first is this agreement, between you and us, contained in the booking terms. The second is the agreement you conclude with the provider of your travel service for which we act as agent (such as airlines, coach operators, transport tour operators, accommodation, hotels, shipping companies, car hire, visa suppliers, rail and cruise line operators, wholesalers and other providers of air, land, sea or any other travel arrangements, products or services) (third party service providers), who all have their own terms and conditions applicable to your travel (the third party service provider agreement). When you accept these booking terms, you also accept and agree to be bound by the third party service provider agreement. To the extent that there is any inconsistency between the booking terms and the third party service provider agreement, the third party service provider agreement will prevail. Your third party service provider will be identified on your quote or travel documents and their third party service provider agreement(s) applicable to your booking will be available on their websites or can be obtained by contacting them or us. By booking travel with us or by signing or electronically accepting the booking terms, you will be deemed to have read, understood and agree to be bound by the booking terms as well as the applicable third party service provider agreement(s).

We rely on the authority of the person making the booking to act on behalf of any other traveller forming part of the booking, who hereby confirms that he/she is authorized to do so, and that he/she binds all such travellers to the booking terms and third party service provider agreement(s).

We act as agent only We provide travel and travel related services to third party service providers. When you make a booking with us, you acknowledge and agree that we act only as agent for the third party service provider, which is solely responsible to provide you with the travel or service which you have booked.

By offering bookings for travel to a particular destination, we, our directors, employees or agents do not in any way represent or warrant that travel to such destination is advisable or without risk, and you agree that we will not be liable in any way for any damage, loss, death or injury that may result from your travel to such destinations. We (including our directors, employees and agents) will also not be liable for any loss, costs, damage, injury, illness, harm or death which you may suffer or incur as a result of any act or omission on the part of or the failure of the third party service provider to fulfill its obligations to you, whether in relation to travel services, travel arrangements, accommodation or in any other manner.

In the event of a third party service provider being unable to provide you with the product or service you have booked due to that third party service provider becoming insolvent or being placed under external administration, subject to your refund and remedy rights under the South African Consumer Law, we have no obligation to reimburse you for the cost of your booking, or for any loss or damage you may otherwise suffer as a result of any such insolvency or external administration

Prices & Payment All prices for bookings advertised by us are subject to availability, and can be withdrawn or varied without notice to you. Advertised prices may be limited to travel within specified dates. We will confirm the correct price with you at the time of payment. Prices are subject to change until payment has been secured in full from you or when confirmation of acceptance of the quotation has been received by you or by an authorised representative of corporate clients.

We may correct any pricing errors on our websites at any time. If a booking price contains an inadvertent and obvious error, we are not bound by it and will be entitled to correct the error in the displayed price. If a pricing correction affects your pending order, we will offer you the opportunity to keep your booking at the correct price, or we will cancel your pending order without penalty. We are under no obligation to honour a misquote and may correct the pricing prior to payment being taken.

All prices are quoted in South African Rand. We cannot be held liable for any increase to the quoted price, in the time it takes for payment of the booking to reflect in our account or for corporate clients to confirm their booking.

If your booking is subject to a foreign exchange rate, the exchange rate on the day of the quotation provided to you will apply. Should



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the exchange rate have increased by the time that payment of your booking reflects our account, such increase will be for your account and payable in addition to the total price quoted. If the exchange rate has decreased by the time we receive payment, the difference, if any, will be reimbursed to you. All quotations are subject to availability from third party service providers. Should the product range which you sought no longer be available, another product can be quoted on for you, at an updated price.

To confirm your travel arrangements you may be required to pay a deposit per person. Deposits may be non-refundable and non-transferable. We will advise you of the amount of the deposit and date for final payment at the time of your booking. Payment by deposit does not secure a price and is subject to the exchange rate of the booking. A price is secured once payment has been made in full by you or, in the case of corporate clients, they have confirmed their booking. We will not proceed with any booking until payment reflects in our account.

Certain airfares and services (including some packaged airfares and services) are booked at especially competitive rates which may require payment in full at the time of booking and may be non-refundable. For online bookings, full payment is required at the time of purchase.

Methods of payment we accept and the service fees we charge: cash, credit and/or debit cards in store. You may in certain circumstances be able to make card payments directly on the third party service provider's website or secure link. Where you do so, proof of payment must immediately be sent to us. We do not however guarantee the third party service provider's compliance with laws and regulations relating to payments made directly to them, and such payments may incur additional costs. Should the travel, service or product no longer be available, all monies paid to the third party service provider will be refunded by the third party service provider to you. When you pay by credit card, we act as the merchant. However, as we act solely as agent for the third party service provider, we are required to transfer the funds received directly to the third party service provider. We will liaise directly with the third party service provider in relation to any disputes regarding credit card payments;

- We charge a service fee which covers the costs we incur in booking and servicing your travel arrangements. Please be advised that service fees and products are non-refundable in case of a cancellation or amendments to your booking. Service fees vary and are dependent on the number of passengers in a booking, the service provider or the destination and the service being provided. Service fees will also be charged for bookings made online as well as any cancellation of bookings made online;
- Electronic fund transfer (EFT). EFT payments are not applicable to online bookings. If you are paying by this method you will need to request account details from the consultant handling your booking and make the payment at least three business days prior to the actual due date for payment. You must notify the consultant of your payment once it has been made. We can only confirm your booking once the funds have reflected in our bank account;
- Swipe a Credit or Debit Card
- Pay on a secure payment link

We will communicate with you on your chosen email address and will send you an invoice on a once-off basis in relation to a booking made. You should be vigilant when using email and should maintain the appropriate level of cyber security in order to prevent fraud or the interception of emails. Should anything occur in relation to your booking which may appear suspicious or should you receive more than 1 (one) invoice, you should contact us immediately prior to making payment in order to verify payment details. We will not be liable for any payment or damages suffered by you arising from a cyber security breach, and you will remain liable to make payment of any amounts due to us for your booking.

Frequent Flyer The onus is on you when booking your travel to advise the consultant of any frequent flyer membership details relevant to your booking. This information should also be completed on all traveller profile forms.

Travel Documents Travel documents include airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a third party service provider. Travel documents may be subject to certain conditions and restrictions including being non-refundable, non-date-changeable and subject to cancellation and amendment fees. All airline tickets must be issued in the name of the passport/identity holder. It is your responsibility to ensure that your names (as per identity documentation and/or passports), identity and/or passport numbers, travel dates, times, departure,



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destination and routings as reflected on your travel documents, are correct. An incorrect name on a booking may result in an inability to travel on that booking and the booking being cancelled. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. Your travel documents inclusive of itineraries and vouchers will be electronically shared with you prior to travel. It is important that you observe all airline check-in times and requirements (many airlines allow you to check-in online within certain timeframes.) If for any reason you do not receive your travel documentation, please let us know so that we can supply this to you well in advance of your departure.

Confirming travel & schedule changes You should confirm scheduled travel times at least 24 (twenty-four) hours prior to departure by (i) Completing an online check in, (ii) Downloading the applicable division's mobile app and ensuring that push notifications are activated, and (iii) Confirming scheduled travel times with your travel expert, account manager or with the third party service provider directly.

Cancellation or changes We must be notified of all cancellations or changes in writing prior to departure. Certain bookings may be non-refundable and you will be liable for cancellation penalties or date change penalties should you wish to change or cancel your booking, in accordance with the third party service provider's cancellation policy and/or fare rules. We will only be able to provide you with the remedy provided by the third party service provider (if any).

We do not accept any liability or costs incurred that may result from any cancellations and/or changes which you require to your booking. Refunds, if applicable, will only be made to the person named on the booking payment receipt, unless otherwise agreed upon in writing by all travellers listed on a booking. All refunds will be made in the same manner in which the payment was made (i.e. payment via credit card, refund onto the same credit card etc). If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges from your travel insurer, however that will have to be arranged by you directly with the insurer.

Travel bookings are non-transferable and name changes are not permitted. You will forfeit the fare if you do not fly or do not notify the airline or your travel expert of your intention not to travel, prior to your scheduled departure. Tickets must be travelled on in the sequence they are booked, if not, the ticket will be forfeited.

Refunds All refunds are subject to the cancellation policy of the relevant third party service provider. We will not provide a refund to you until we receive the funds from the third party service provider. In the event that the third party service provider is able to provide a refund, you will be required to complete and submit a refund consent form, provided by us. All refunds will be made in the same manner in which the payment was made (i.e. payment via credit card, refund onto the same credit card etc). We may charge a reasonable service fee for any cancellations and/or refunds processed, except in instances where the cancellation and/or refund is in lieu of death, hospitalisation and illness as per the Consumer Protection Act. We will endeavour to process all refunds within a reasonable time frame. As regards airline ticket refunds, please note that such tickets may take a minimum of 12 (twelve) weeks to be processed, due to upgrades, downgrades, schedule changes, reissued tickets and expired tickets. All refunds must be processed within the ticket's validity, thereafter the ticket will be deemed as non-refundable. Any refund amounts received from a refund application will be retained by us for a period of 36 (thirty six) months, subject to the following (i) we will make every reasonable effort to contact you and to advise of the refund amount received (ii) should all attempts to reach you be unsuccessful within the 36 (thirty six) month period of the refund amount being received, the refund amount will be forfeited by you.

As a service to corporate clients, all unused tickets will be tracked and submitted for refunds. The full amount less an administration fee will be refunded to corporate clients.

Impossibility of performance In certain circumstances beyond the reasonable control of any of the parties, it may be necessary to cancel your travel due to an event which makes it impossible. This includes, but is not limited to: strikes, terrorism, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, pandemic or epidemic outbreak, confiscation or destruction or requisition by order of any government or any public authority or any other act of state, including prevention or denial of trade, sanctions or closure of borders, denial of the use or unavailability of any railway, port, airport, shipping service or other means of public transport, and any similar event beyond the reasonable control of the parties.

If any party is prevented from or delayed in performing any of its obligations by circumstances beyond its control as set out above, then it must notify the other parties in writing of the nature and expected duration of such circumstances and of the obligation, performance of which is delayed or prevented. The party subject to the event rendering performance impossible, will be excused from performance or punctual performance, as the case may be, of its obligations, for so long as the circumstances or prevention or delay may continue.



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Travel Insurance We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. It is your responsibility to ensure that you have valid travel insurance that covers and is appropriate for your needs. We will not be responsible or liable if you fail to take adequate insurance cover at all. For assistance in obtaining travel insurance. If we haven't already offered, it to you please ask your consultant for a quote.

Passports, Visas and Health A valid passport is required for all passengers, including infants, when travelling internationally. Passports must be valid for at least six months after the date of intended return and must have a minimum of two blank pages. It is your responsibility to ensure compliance with the immigration law of all countries visited on your itinerary.

It is your responsibility to ensure that you have all the required supporting documentation or visas if you are a South African permanent resident or if you have become a citizen of a country by naturalisation.

Identification is required for all passengers travelling domestically, including infants. A South African identity document, Smart ID card or driver's licence is required for check in. Infants and minors are required to produce a birth certificate or equivalent document at the time of check in. Most airlines require that the traveller presents the card utilised to make payment for the reservation upon check in at the airport.



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Visas are required for South African passport holders to travel to most destinations. More than one visa may be required and it is important to check that you hold the required visas for your travel, not only for the final destination, but also for all transits, stopovers, port entries, border crossings and ocean border crossings. You hereby acknowledge and agree that we will not be liable for any claims or costs for which you are liable, associated with entry being denied into a country, visa requirements that change without forewarning, travel bans, travel restrictions or denial into a country as a result of incorrect visas, insufficient supporting documentation, internal security matters, customs or home affairs related matters. We further cannot be held liable for any claims related to working visas, student visas or residency permits.

We source visa information from IATA Timatic and cannot be held responsible for any incorrect visa information obtained from this third-party tool.

The processing time for visa applications varies and may take between a minimum of 5 Business Days and up to 30 Business days. Delays in the processing of visas may occur for motivated circumstances, delays in supporting documentation being submitted or during peak season periods. In some cases, a visa may only be released by the embassy or processing centre 24 hours prior to departure or on the day of departure. It is highly recommended that you allow sufficient time for your visa application to be processed.

It is your responsibility to check health requirements and recommended precautions relevant to your travel, including but not limited to ensuring that all necessary vaccination documentation is presented. We recommend that you consult your local doctor, travel medical service or specialist vaccination clinic before commencing travel. Most vaccinations need to be administered prior to travel to be considered effective.

Travelling with Children : The Department of Home Affairs has issued requirements in respect of all South African children under the age of 18 (eighteen) years old who travel internationally in and out of South Africa. The ages of children and infants travelling must relate to the dates of travel. There are additional requirements if the child is travelling with only one parent, with neither biological parent, or unaccompanied. Failure to provide this information on check in will result in passengers being denied boarding. Please refer to the Department of Home Affairs website for information on minors travelling internationally <http://www.dha.gov.za/>

Car rental : The person listed as the driver of the vehicle must present a South African driver's licence (and an international driver's licence when renting a car overseas) upon collection of a domestic car rental and must also have a valid credit card to present at the time of collection. The driver of the vehicle must have a valid credit card when collecting the car rental - Clients confirm and agree that they are liable for any damage, traffic fines, accidents, toll fees and/ or other costs incurred during the rental period. We will not be liable to recover such costs from the driver of the vehicle but from the corporate client directly.

Special Requirements You should liaise with your travel expert regarding any special requirements for travel including but not limited to: seating, meals, bassinets, room location or any other special requests. Special requirements and requests are not guaranteed by us, and must be confirmed by the third party service provider. We may submit special requests on your behalf, however, we are not responsible for confirming and/or guaranteeing these requests.

Your preferred choice of aeroplane seating may be requested prior to your departure, however the airline and/or third party service provider reserves the right to amend your seating plan up until the time of departure. You may have to pay for priority seating prior to departure.

Your travel itinerary will indicate the luggage allowances for your trip. Some airlines or low cost carriers include a zero luggage allowance and may charge a fee per bag. Please ensure you familiarise yourself with the luggage allowance requirements for your entire trip.

Privacy Policy We are committed to protecting your personal information and will process your personal information in accordance with our Privacy Policy. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using, disclosing and otherwise processing your personal information as detailed in our Privacy Policy.

In particular, we and our third party service providers may disclose your personal information, and you hereby consent to such disclosure as required by the Protection of Personal Information Act No.4 of 2014, to third parties that are directly connected with facilitating your travel arrangements and bookings and the provision of travel service and products. For example, we may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements. Furthermore, you agree that we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers with whom you seek to make a booking. These travel service providers



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will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is managed or based. We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside the Republic of South Africa. Generally, we will only disclose your personal information to these overseas recipients in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf.

Where we disclose your personal information to a third party overseas recipient, you agree that the recipient may be located in a country with laws that do not protect personal information as stringently as those of the Republic of South Africa. You acknowledge that we deal with thousands of travel service providers around the world (some of which are very small operations or are in countries with laws, and/or in regions with technology, which may not be advanced as those existing in the Republic of South Africa).

Therefore, where your requested travel arrangements require that your personal information be sent to an overseas recipient (other than any of our overseas related entities), you agree that this is at your risk and we will not be liable or accountable for how those recipients handle your personal information. We encourage you to review the privacy policies of any third-party service provider whose services we arrange on your behalf. If you have any objections to your personal information being disclosed to an overseas recipient, please let us know.

We at all times retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. We may disclose aggregated information on an anonymous basis and without disclosing any of your personal information, about users and use statistics relating to the site and aggregated information about our sales and trading patterns to others.

General: In the event that we have to engage attorneys to enforce any of our rights under the booking terms or otherwise, you will be liable for our legal fees on an attorney and own client scale.

The law of South Africa will apply to any dispute between the parties arising from these booking terms. The parties agree, consent and submit to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg or any successor thereof, having jurisdiction to adjudicate and determine any suit, action or proceeding which may arise in respect of these booking terms, however nothing contained in these booking terms will prevent us from approaching any other High Court of South Africa having jurisdiction for relief, as may be determined by us in our discretion, from time to time.

These booking terms constitute the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

No amendment, cancellation or waiver of any term or right referred to in these booking terms shall be valid or binding unless reduced to writing and signed by both you and a duly authorized representative of us.

No relaxation or indulgence which we may grant you shall constitute a waiver of our rights and shall not preclude us from exercising any rights which may have arisen in the past or which might arise in future.

All intellectual property owned by us shall remain our sole and exclusive property.

The parties choose their address in the address clause of the Booking Form as its legal address for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from these booking terms.

Any notice shall be given in writing and delivered to the legal address of the party concerned. Written notice given in a correctly addressed envelope, delivered by hand to the chosen address of the Party during ordinary business hours shall be deemed to have been received on the day of delivery. Notice may be given by electronic means if delivered to the e-mail address specified by either party. Such electronic notice shall be deemed to have been given on the day following the electronic delivery of such notice. Either party may notify the other Party in writing of any changes to its chosen address.

If any provision of these booking terms is held to be unlawful or unenforceable, such provision shall be deemed separate and divisible from and shall in no way affect or impair the validity or enforceability of, the remaining provisions.

Acceptance By Signing the below You accept these booking terms either by accepting them electronically or signing the Booking Form to which the booking terms are attached, or by us sending a confirmation invoice to you for the travel which you booked. You acknowledge that you are 18 (eighteen) years of age or older and that you understand and have the legal capacity to agree to the booking terms. Your decision to make travel arrangements through us is voluntary and is not made under duress.