The following Terms and Conditions should be read and understood prior to confirming your travel. Southern Sky Adventures purpose is to deliver truly authentic and memorable travel experiences. Please read the following terms and conditions carefully. Do not confirm any booking unless you understand and agree with the following terms and conditions.

1. Interpretation

1.1 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.

1.1.1 Unless the context clearly indicates a contrary intention, any word connoting:

1.1.2 any gender includes the other two genders;

1.1.3 the singular includes the plural and vice versa; and

1.1.4 natural persons includes juristic and artificial persons and vice versa.

1.2 if figures are referred to in numerals and in words and if there is any conflict between the two, the words shall prevail

1.3 When any number of days, or Business Days, is prescribed, such number shall exclude the first and include the last, unless, in the case of days, the last day falls on a Saturday, Sunday, or a public holiday in South Africa, in which case the last day shall be the next succeeding Business Day.

1.4 A reference to an enactment is a reference to that enactment as at the date of accepting of these Terms and Conditions and as amended or re-enacted from time to time.

1.5 The rule of interpretation that a written agreement shall be interpreted against the Party responsible for the drafting or preparation of that agreement shall not apply.

1.6 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Terms and Conditions.

1.7 The eiusdem generis rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.

1.8 Where any term is defined within the context of any particular clause in these Terms and Conditions, then, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, the term so defined shall bear the meaning ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in the definition clause.

1. Definitions

The following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings:

**Business Day** – any day other than a Saturday, Sunday or public holiday in South Africa;

**Consumer Protection Act**– the Consumer Protection Act No. 68 of 2008, as amended or re-enacted from time to time, including any regulations promulgated thereunder;

**Corporate Client** – a legal entity whose name is used for a booking on behalf of travellers;

**SSA** – Southern Sky Adventures

**Customer** – Corporate Client and Individual Customer or either of them as the context may indicate. “You” or “Your” shall have a corresponding meaning;

**Individual Customer** – an individual making bookings in his or her personal capacity;

**Parties** – SSA and Customer and “Party” shall mean either of them as the context may indicate;

**POPI**– the Protection of Personal Information Act No. 4 of 2013, as amended or re-enacted from time to time, including any regulations promulgated thereunder;

**ROE** – Rate/s of Exchange;

**South Africa or RSA or SA**– the Republic of South Africa;

**Suppliers** – third party service providers of, including but not limited to transport, accommodation, car rental activities and other travel related products and “Supplier” shall have a corresponding meaning;

**Terms and Conditions** – these terms and conditions, including the booking form; and Traveler – a person on whose behalf a booking is made.

3. Payment

3.1 SSA accepts the following methods of payment:

3.1.1 Cash;

3.1.2 Credit and / or debit cards

3.1.3 Electronic fund transfer;

3.1.4 Valid SSA Gift Cards.

3.2 SSA charges a service fee for bookings made online on behalf of the customer as well as any cancellation of bookings made online.

3.3 **Prices are subject to change until payment has been secured in full from the Individual Customer**

3.4 SSA will not proceed with any booking until payment reflects in SSA’s account. The Customer will be liable for any increase in price due to commercial conditions during the time it takes for the funds to reflect in SSA’s account.

3.5 Should the services or product no longer be available, all funds received will be refunded to the Customer.

3.6 SSA will communicate with the Customer on the chosen email address of the Customer and will send the Customer an invoice on a once-off basis in relation to a booking made. The Customer should be vigilant in using email and should maintain the appropriate level of cyber security in order to prevent fraud or the interception of emails. Should anything occur which may appear suspicious or should the Customer receive more than 1 (one) invoice, the Customer should contact SSA immediately prior to making payment in order to verify payment details, failing which SSA will not be liable for any payment or damages suffered by the Customer. Notwithstanding the incorrect aforesaid payment, the Customer shall be liable to make payment of any amounts due to SSA.

3.7 If a booking price as displayed contains an inadvertent and obvious error, the SSA is not bound by it after—

3.7.1 correcting the error in the displayed price; and

3.7.2 taking reasonable steps in the circumstances to inform Consumers to whom the erroneous price may have been displayed, of the error and the correct price.

3.8 Where a booking price contains an error in contemplated clause 3.7, which error is not due to SSA’s fault, the Customer will be entitled to cancel the booking made, unless the Customer wishes to proceed with a booking on a correct price.

3.9 **It is the responsibility of the Customer to ensure that the Traveler’s names (as per identity documentation), identity and/or passport numbers, travel dates, times, departure, destination and routings are correct.**

4. Price and availability

4.1 **All prices are quoted in South African Rand. Prices are valid at the time of quotation and can only be guaranteed once payment has been received in full from the Individual Customer. SSA cannot be held liable for any increase to the quoted price; in the time it takes for payment to reflect in SSA’s account.**

4.2 The following commercial conditions shall apply to quotations and supply of services and product:

4.2.1 Price variation: If the ROE is applicable, the ROE on the day of quotation will apply. Should the ROE increase at the date of payment reflecting in SSA’s account, such increase will be for the Customer’s account and payable in addition to the total price quoted;

4.2.2 **General: All quotations are subject to availability from Suppliers. Should the product range no longer be available, another product will be quoted at an updated price;**

4.2.3 Payment by deposit does not secure a price and is subject to the ROE. A price is secured once payment has been made in full by the Individual Customer.

5. Cancellation or changes

5.1 **SSA has to be notified of all cancellations or changes in writing prior to departure. The Customer will be liable for cancellation or date change penalties in the event that travel arrangements are changed or cancelled by the Customer.**

5.2 **Cancellation or date change penalties can amount up to the full purchase price subject to amongst others when the travel arrangements are cancelled, the Supplier’s cancellation policy and the fare rules.**

5.3 **Travel bookings are non-transferable and name changes are not permitted.**

5.4 You will forfeit the fare if you do not fly or do not notify the airline or your travel expert of your intent not to travel prior to your scheduled departure.

5.5 Tickets must be travelled on in the sequence they are booked, if not, the ticket will be forfeited.

6. Travel Expo

Travel Expo packages and airfares are on promotion and offer discounted rates which are valid for a limited period. Any deposits or payments made in full for confirmed bookings during this period are non-refundable (subject to the Consumer Protection Act), non-exchangeable or non-changeable unless otherwise specified at the time of booking.

7. Refunds

7.1 Upon receipt of the Customer’s written instructions to cancel a booking, SSA will charge a reasonable service fee for any refunds processed.

7.2 Should the Customer require a refund, the Customer must complete and submit a refund consent form provided by SSA.

7.3 SSA will endeavor to process all refunds by airlines within a reasonable time frame with the exception of the following refunds:

7.3.1 Tickets which have been taken over by the airline due to amongst others upgrades, downgrades, schedule changes, reissued tickets and expired tickets;

7.3.2 Any ticket submitted with supporting documentation for a refund due to an event as stipulated in the Consumer Protection Act.

7.4 The refunds stipulated in 7.3.1 and 7.3.2 can take up to **12 (twelve) weeks** to be processed, subject to the Consumer Protection Act.

7.5 Refunds must be processed within the ticket’s validity, thereafter the ticket will be deemed as non-refundable.

7.6 Any refund amounts received from a refund application submitted within the validity of a ticket will be retained on file for a period of 36 (thirty six) months, with the following conditions:

7.6.1 SSA will make every effort to contact you and to advise of the refund amount received;

7.6.2 Should all attempts to reach you be unsuccessful within a 36 (thirty six) month period of the refund amount being received, the refund amount will be forfeited by the Customer.

7.8 All other refunds have to be submitted in writing prior to commencement of travel and will be subject to the cancellation policy of the relevant Supplier.

8. Agency and third party suppliers

8.1 SSA acts as an agent for, and sells various travel related products as agent on behalf of numerous transport, accommodation and other service providers such as airlines, coach, rail and cruise line operators, as well as all wholesalers. SSA’s obligation to the Customer is to (and the Customer hereby expressly authorizes SSA) make travel bookings as the agent on the Customer’s behalf and to arrange relevant contracts between the Customer and Suppliers.

8.2 SSA charges a fair and reasonable service fee to book travel on the Customer’s behalf.

8.3 SSA exercises care in the selection of reputable Suppliers, but has no control over, or liability for, the services provided by Suppliers. All enquiries and business conducted with Suppliers are subject to the Supplier’s terms and conditions. The Customer by signing or electronically accepting the Terms & Conditions is deemed to have read, understood and agreed to be bound by these Terms and Conditions which refer to Supplier terms & conditions. Any misapprehension about the transaction or the implications thereof should be brought to the attention of the Supplier. The Customer should request clarity on any misapprehension.

8.4 Any legal rights which the Customer might have in connection with the provision of travel services are against the specific Supplier and, except to the extent a problem is caused by fault on SSA’s part, are not against SSA.

9. Travel Insurance

9.1 Travel insurance is strongly recommended for all travel.

9.2 Should travel insurance be booked through SSA, you will be issued with a policy document of the insurer once the insurance policy has been confirmed and paid for. A copy thereof will be emailed to you and SSA strongly recommends that you read and understand this document before your travel commences so that you can address any queries you may have to the insurer before you leave.

9.3 In the event of any queries or the need to lodge a claim, contact the insurer directly.

9.4 For assistance in obtaining travel insurance please call a travel expert at SSA who will facilitate the issuing of your travel insurance.

10. Passports and travel documents

10.1 Passports are required for all passengers including infants for international travel. Passports and travel documents must comply with the following requirements:

10.1.1 **valid for at least 6 (six) months after your date of return;**

10.1.2 **must have a minimum 2 (two) blank pages;**

10.1.3 **travel documents have to be in the name appearing on the Traveller’s passport.**

10.2 Temporary or emergency passports are not accepted.

10.3 Most countries require machine-readable passports. It is the Customer’s responsibility to ensure compliance.

10.4 The Customer and / or Traveller indemnifies SSA against any errors which might occur and any cost relating thereto in the event that any Traveller’s passport has not been issued by at the date of completing the booking form.

10.5 The onus is on South African permanent residents travelling on a foreign passport to ensure they have the required documentation to travel, including but not limited to visas.

10.6 The onus is on the Traveller, especially where the Traveller has become a citizen of the relevant country by naturalisation, to ensure that they are travelling with the correct travel documents.

10.7 Documentary identification is required for infants who are travelling.

10.8 Identification is required for all passengers travelling domestically.

10.9 Some airlines may require that the Traveller present the card utilised to make payment for the reservation upon check in at the airport.

11. Visas

11.1 Visas are required for **South African passport holders** to travel to most destinations including but not limited to the UK, USA, Europe, Canada and Australia. A Schengen visa is required when transiting twice in any European country or countries.

11.2 It is the Customer’s responsibility to check visa requirements with the consulate or embassy of each country being visited including stopovers or ports and transits. Customers should check all border crossings as well as any ocean border crossing, as a visa may be required according the maritime law of the country concerned. If visa Suppliers or the relevant consulate or embassy do not supply the correct advice, any claims must be made directly to the relevant party concerned. If entry into any country is denied, this can be amongst other a customs, internal security or home affairs issue and outside of SSA and the visa Supplier’s control. SSA cannot be held liable for any claims related to working visas, student visas or residency permits.

11.3 The processing time for a visa may vary and can generally take between a minimum of 5 (five) Business Days and up to 30 (thirty) Business Days. Delays in the processing of visa applications may occur during peak season periods. In some cases a visa may only be released by the consulate or embassy 24 (twenty four) hours prior to departure or even on the day of departure. It is highly recommended that you allow sufficient time for your visa application to be processed.

11.4 Certain visas need to be printed prior to travel and are to be presented along with your passport.

11.5 Immigration may require that supporting documentation is presented in addition to a passport and visa. This may include, but is not limited to; 3 (three) month’s bank statements, proof of accommodation or tour, letter from the host at your final destination, letter from your employer stating your intent to return to employment, letter from a tertiary institution confirming that you study at this institution.

11.6 By accepting these Terms and Conditions the Customer confirms that he / she has been made aware that a visa may be required, inclusive of any transits, stop overs or port entries that may be included as part of the travel itinerary. The Customer furthermore confirms that the consultant has taken reasonable steps to ensure that the Customer is aware that Suppliers may be able to assist with a visa application at a fee; and that the customer is in a position to either accept or decline assistance with the visa application.

11.7 The Customer indemnifies and holds harmless SSA against all suits, actions, claims, judgements, direct and/or consequential damages or losses or other liabilities, and all costs and expenses which may arise from the services or the omission of supplying the services by any Supplier or the unsuccessful or late visa; or if there is any delay in obtaining a visa for the relevant travel.

12. Travelling with Children

**12.1 From 1 June 2015 all children under the age of 18 (eighteen) require the following:**

**12.1.1 unabridged birth certificates to travel internationally in and out of South Africa;**

**12.1.2 If travelling with one parent, consent in the form of an affidavit of the other parent is required as well as an unabridged birth certificate;**

**12.1.3 If travelling with no parents, consent in the form of an affidavit is required from both parents as well as an unabridged birth certificate;**

**12.1.4 Please refer to the Department of Home Affairs website for information on minors travelling internationally**[**http://www.dha.gov.za**](http://www.dha.gov.za/)**/;**

**12.1.5 Ages of children and infants travelling must relate to the dates of travel.**

13. Car rental

13.1 The Customer listed as the driver of the vehicle must present a South African driver’s licence along with an international driver’s licence when renting a car overseas. The driver of the vehicle must have a valid credit card when collecting the car rental.

13.2 The Customer listed as the driver of the vehicle must present a South African driver’s licence when collecting a domestic car rental and must also have a valid credit card to present at the time of collection.

13.3 The Customer agrees that any billback charges will be paid to SSA within 7 (seven) days of invoice. The Customer also confirms and agrees that they are liable for any damage, traffic fines, accidents, toll fees and/ or other costs not covered by the waiver, incurred during the rental period. SSA will not be liable to recover such costs from the driver of the vehicle.

14. Special Requirements

14.1 The Customer should liaise with their SSA 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 never guaranteed and are confirmed by the Supplier. SSA can submit special requests on your behalf however are not responsible for confirming these requests.

14.2 Seating may be requested prior to your departure however the airline reserves the right to amend their seating plan up until the time of departure. Generally, most airlines request payment for seating prior to departure.

14.3 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 for your entire trip.

15. Travel Destinations

By offering travel for sale to any destination, SSA does not represent or warrant that travel to such points is advisable or without risk, and the Traveller indemnifies SSA against any damages, losses, death or injury that may result from travel to such destinations.

16. Health

16.1 The onus is on the Customer and / or Traveller to ensure compliance with any health requirements and recommended precautions relevant to travel, including but not limited to ensure that all necessary vaccination documentation is presented.

16.2 **SSA recommends that each Traveller consult their local doctor, travel medical service or specialist vaccination clinic before commencing travel.**

16.3 Most vaccinations need to be administered prior to travel to be considered effective.

17. Frequent Flyer

17.1 The onus is on the Customer to advise the consultant when booking of the any frequent flyer membership details for inclusion in the booking. This information should also be completed on all traveller profile forms.

17.2 In the event of an online booking, the Customer should insert frequent flyer membership details in the space provided for inclusion in the booking.

17.3 SSA cannot guarantee that the relevant Supplier will credit the Customer with points for any booking and the Customer should query its points balance with the Supplier no more than 6 (six) months after travel has been completed.

17.4 SSA cannot confirm upgrade requests or guarantee an upgrade whereby a certain booking class is confirmed with the view of upgrading the ticket. Upgradable fare types are always subject to availability.

18. Confirming travel & schedule changes

18.1 The Customer should confirm scheduled travel times at least 24 (twenty-four) hours prior to departure by:

18.1.1 Completing an online check in;

18.1.2 Confirming scheduled travel times with their travel expert.

19. Liquids, aerosols and gels

19.1 Strict regulations are in place with regards to the carrying of liquids, aerosols and gels as hand luggage on international flights and is subject to the following:

19.1.1 You may only carry liquids, aerosols and gels in your hand luggage in containers that have a maximum capacity of 100 (one hundred) millilitres each;

19.1.2 You may carry several containers with liquid contents however the total capacity may not exceed 1 (one) litre;

19.1.3 All 100 (one hundred) millilitres containers not exceeding one litre must be packed in a re-sealable, transparent plastic bag;

19.1.4 It must be possible to open and re-seal the plastic bag and must be presented to security for inspection.

20. Tax

20.1 The Customer or Traveller will be liable for any additional taxes levied by the relevant country or city visited including inter alia local city tax or departure tax.

20.2 It is the responsibility of the Customer to declare any personal items with the South African Revenue Services prior to departure.

21. Force Majeure

21.1 For the purpose of these Terms and Conditions, a force majeure event means circumstances beyond the reasonable control of SSA or any Supplier, affecting SSA’s ability to perform any of its obligations under these

Terms and Conditions, including, but not necessarily be limited to, any of the following matters:

21.1.1 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, 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;

21.1.2 Denial of the use or unavailability of any railway, port, airport, shipping service or other means of

public transport, other than due to default on the part of SSA; and

21.1.3 Any other circumstances beyond the reasonable control and not within the reasonable expectation of SSA.

21.2 If SSA is prevented from or delayed in performing any of its obligations by circumstances beyond SSA or the Supplier’s control as set out in this clause 21, then it will notify the Customer or Traveller (insofar as it is aware thereof) of the nature and expected duration of such circumstances and of the obligation, performance of which is delayed or prevented.

21.3 SSA will, upon the occurring of the force majeure event, be excused from the performance or punctual performance, as the case may be, of its obligations, for so long as the circumstances or prevention or delay may continue.

22. Feedback

22.1 SSA will only consider claims if the dissatisfaction with your travel booking has been brought to SSA’s attention through our dedicated customer care team within 96 hours of returning in order for SSA to investigate the complaint efficiently and SSA is provided with a fair opportunity to rectify the situation and mitigate any losses or damage. Any third party claims must be made directly with the Supplier of the product Stolen or lost luggage must be reported to the airline prior to leaving the airport.

22.2 SSA is not responsible for death, personal injury, any damages or losses occurring through the provision and / or omission of a service and / or product from a Supplier. SSA cannot guarantee the safety standards or satisfactory performance of any Supplier. Any travel booked is considered to be with your approval and consent to the Terms and Conditions attached.

22.3 SSA values your feedback. If you have a compliment, complaint or wish to share your experience with SSA, please contact angela@southernskyadventures.com

23. Privacy Policy

23.1 SSA is committed to protecting your personal information and agree to handle your personal information in accordance with SSA’s privacy policy, which is available on request.

23.2 SSA and its Suppliers of travel and travel related products and services may disclose your personal information to others where directly connected with facilitating your travel arrangements and bookings and the provision of travel service and products. For example, SSA may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements.

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

24. Legal Fees

In the event that SSA has to engage attorneys to enforce any of its rights in terms of these Terms and Conditions or otherwise, and in the event that SSA is successful in the enforcement of such rights, the client will be liable for all legal fees at an attorney and own client scale.

25. Governing Law

If any dispute arises between the Parties, the laws of South Africa will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of South Africa, subject to section 70 of the Consumer Protection Act.

26. Sole record of agreement

These Terms and Conditions 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.

27. Amendments of these Conditions

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 Customer and a duly authorized representative of SSA.

28. Waivers

No relaxation or indulgence which any SSA representative may grant to the Customer shall constitute a waiver of the rights of SSA and shall not preclude that SSA from exercising any rights which may have arisen in the past or which might arise in future.

29. Intellectual property rights

All intellectual property owned by SSA shall remain the sole and exclusive property of SSA.

30. Notices and Legal Process

30.1 Each Party chooses its address for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from these Terms and Conditions (“Chosen Address”), as follows:

30.1.1 SSA – 155 Nicolette str, Meyerspark 0184.

30.1.2 The Customer – the address specified in the booking form.

30.2 Any notice given or payment made by either Party to the other Party ("Addressee") which is delivered by hand between the hours of 08:30 am and 1700 pm on any Business Day to the Addressee's Chosen Address for the time being shall be deemed to have been received by the Addressee at the time of delivery.

30.3 Any notice required or permitted under these Terms and Conditions is valid only if in writing.

30.4 Despite anything to the contrary in these Terms and Conditions, a written notice actually received by a Party, is an adequate notice to it even though not sent or delivered to its Chosen Address.

31. Severability

31.1 If any provision of these Terms and Conditions shall be held illegal 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.

32. Acceptance

32.1 I acknowledge that I am 18 (eighteen) years of age or older and that I understand and have the legal capacity to enter into this contract and agree with the Terms and Conditions read with the remainder of the Terms and Conditions available at [www.southernskyadventures.com](http://www.southernskyadventures.com). My decision to make travel arrangements through SSA is not based solely on the advice given by SSA and I hereby confirm that the travel arrangements were not made under duress.