

Terms and Conditions

STANDARD TERMS AND CONDITIONS OF CONTRACT

1. APPLICATION

All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of OneStopAfrica are subject to these terms and conditions ('the Conditions').

2. 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/s in whose name the estimate or quotation or reservation is requested and/or provided and/or the person/s to whom the services are rendered (collectively referred to as 'the Client').

3. THIRD PARTY SERVICE PROVIDERS

OneStopAfrica 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'). OneStopAfrica represents the Principal as agents only and accordingly accepts no liability for any loss, damage, injury 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 its 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. OneStopAfrica 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').

4. BOOKING, DEPOSIT & RESERVATION

Once the Client has filled in the travel enquiry form, 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'), OneStopAfrica will prepare and provide the Client with an estimate (by e-mail) ('the Estimate'). Upon the Client's written confirmation that the facts and information contained in the Estimate is correct, OneStopAfrica will prepare a quotation for the Proposed Travel Arrangements ('the Quotation'). A non-refundable deposit ('the Deposit') equivalent to 25% of the land arrangement costs of the Proposed Travel Arrangements ('the Price') plus the full amount including taxes for the air travel portion, for each person as specified in the Quotation is required in order to confirm reservations with Principals ('the Booking'), subject to payment of the balance of the Price in due course as specified herein. Where a property insists on payment of a higher deposit than 25% to confirm the reservation, this higher amount will then be payable. OneStopAfrica will not confirm any reservation if the Deposit and a signed booking form are not received. The Deposit is accepted as part of the inclusive Price as specified in the Booking Confirmation Form, and will only be refunded if the application cannot be accommodated. Deposits need to be received within 48 hours of receipt of the Quotation to prevent airlines from cancelling seats. Should an airline cancel a Client's seats due to non-payment within 48 hours, the Client will be responsible for the difference in seat price, should OneStopAfrica be unable to re-instate the booking on the original seat class.

5. DESTINATION SELECTION

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

6. PAYMENT AND PAYMENT TERMS

The balance of the Price is due no less than six weeks prior to the date of departure. Bookings made within six weeks of the departure date must be paid in full immediately. If the final payment is not received on time, the travel documents can be delayed or OneStopAfrica may cancel the Booking. Late payment may also result in cancellation of the reservation by the Principal. The Client undertakes to pay OneStopAfrica interest at a rate of 5% above the prime rate charged by OneStopAfrica's bank on any payment made after the due date.

1. EFT Transfers: OneStopAfrica accepts EFT transfers into our bank accounts, subject to condition that the EFT transmission report is provided to ourselves and such payment has been confirmed as received by ourselves.
2. Cheques: Bank issued cheques only. Please note OneStopAfrica requires 7 working days to clear all cheques before documents can be issued.
3. Credit Cards: When paying by credit card the Client will be required to complete OneStopAfrica credit card authorization form. Acceptance of credit card payments is at OneStopAfrica's sole discretion and may be subject to a surcharge.

7. PRICES

Prices are quoted at the ruling daily exchange rate. Until OneStopAfrica 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 OneStopAfrica. 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 cancelling the Booking and retaining any payment made (OneStopAfrica will be entitled to retain any service fees charged).

8. AMENDMENTS

Should the client amend their booking at any stage, either in the form of a date change, itinerary amendment or any change whatsoever, OneStopAfrica reserves the right to charge an amendment fee per booking.

9. RESPONSIBILITY

The Proposed Travel Arrangements are made on the express condition that OneStopAfrica, 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, 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 OneStopAfrica, its employees and agents accordingly. Barefoot Breaks, its employees and agents shall further more not be liable for any indirect and/or consequential loss or damages whatsoever.

10. 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). OneStopAfrica will not be responsible or liable if the Client fails to take adequate insurance cover or at all. It shall not be obligatory upon OneStopAfrica to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by OneStopAfrica 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 OneStopAfrica 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 OneStopAfrica does not consider sufficient cover. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

11. TRAVEL DOCUMENTS

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

12. 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 OneStopAfrica before travelling. OneStopAfrica will endeavour to assist the Client but such assistance will be at the OneStopAfrica's discretion and the Client acknowledges that in doing so, OneStopAfrica is not assuming any obligation or liability and the Client indemnifies OneStopAfrica 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.

13. 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. OneStopAfrica 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.

14. CANCELLATION

The Principals or OneStopAfrica may reserve the right to cancel any tour before departure, in which event the entire amount received by it will be refunded to the Client without any further obligation on the part of OneStopAfrica. In the event of Client cancelling the Booking with the consent of OneStopAfrica, then over

and above such cancellation fees as each airline may charge and for which the Client is liable, the following will apply:

- More than 6 weeks prior to departure – OneStopAfrica will retain the full deposit, but any amount paid in excess thereof will be reimbursed to the Client
- Less than 6 weeks prior to departure - OneStopAfrica will retain the full deposit, and a cancellation fee equal to 40% of the land arrangements will be payable by the Client
- Less than 30 days prior to departure - OneStopAfrica will retain the full deposit, and a cancellation fee equal to 70% of the land arrangements will be payable by the Client
- Less than 15 days prior to departure - OneStopAfrica will retain the full deposit, and a cancellation fee equal to 100% of the land arrangements will be payable by the Client

15. UNSCHEDULED EXTENSIONS

In the unlikely event of there being unscheduled extensions to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of OneStopAfrica, 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.

16. ITINERARY VARIATIONS & TRANSFERS

While every effort is made to keep to the final itinerary, Principals and/or OneStopAfrica 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.

17. BREAKAWAYS

While it is possible to break away from the itinerary, it is understood that such breakaways will be for the Client's account.

18. LAW & JURISDICTION

South African law and the jurisdiction of South African courts will govern the relationship between the Client and OneStopAfrica. OneStopAfrica 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.

19. CONDUCT

The Client agrees that he/she will at all times comply with OneStopAfrica'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 tour.

20. SPECIAL REQUESTS

Clients who have special requests, must specify such requests to OneStopAfrica in the Enquiry or in response to the Estimate. Whilst OneStopAfrica will use its best endeavours to accommodate such requests, it does not guarantee that it will.

21. 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 OneStopAfrica.

22. REFUNDS

No refunds will be considered in any circumstances whatsoever, although OneStopAfrica may, at its sole discretion, consider a refund in the event of death or serious illness of the client. Refunds by the Principals will be subject to their terms and conditions.

23. CURRENCY DECLARATIONS

The Client must lodge a currency declaration (in the event of trans-border travel) with Barefoot Breaks before the travel documents will be released.

24. FOREIGN EXCHANGE REGULATION COMPLIANCE

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

25. e-TICKETING

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

26. LIMITATION OF LIABILITY

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

27. LEGAL FEES

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

28. CONFIDENTIALITY

OneStopAfrica undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

29. 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.

30. 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 OneStopAfrica or otherwise that is not included herein.