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Terms and Conditions of Business

1. Preamble

1. Firrets Golf (Proprietary) Limited, registration number 2005/006668/07, trading as Firrets South Africa (and hereafter called "Firrets") provides you, the client, with travel and/or other services as an agent for and on behalf of other agents and engaged in or associated with the travel industry, including inter alia, airlines, tour operators, hotels, shipping companies, car hire and other providers of air, land, sea or any other travel arrangements, products or services (collectively hereinafter referred to as "Third Parties"). Firrets will provide, on request, the identity, Terms and Conditions of the Third Parties relevant to the service being provided for your booking.

2. Liability

1. Firrets represents airlines, tour operators, service suppliers and other travel organisations (Third Parties) as an agent only and accordingly, on receipt by Firrets of any booking (which booking shall be deemed to constitute your acceptance of these terms and conditions) Firrets shall transmit any such booking to the Third Party concerned and endeavour to secure all reservations and arrangements timeously.
2. All vouchers, receipts and tickets are issued subject to the Terms and Conditions specified by the suppliers. Acceptance of the vouchers or tickets and/or utilising the services comprising any Firrets tour or package is deemed to constitute your acceptance of the Third Parties' Terms and Conditions.
3. Whilst Firrets will take reasonable steps to secure your reservations timeously and to ensure your comfort and safety, participation in any tours or packages offered by the Third Parties (including transportation to and from any venues) is at your own risk. Accordingly, you and any person on whose behalf you have booked, will have no claims (whether for loss, damage, injury, accident, delay or inconvenience to any person and/or their luggage or other property) against Firrets, its employees, agents and assigns (including any holding, parent, subsidiary, affiliated or associated company or any representative thereof), howsoever such loss may occur and whether the same shall arise from or be occasioned by the negligence of the indemnified parties or otherwise.
4. The Third Parties may be indemnified against any liability for any damage or loss (howsoever arising) that you may suffer in that they act as agents themselves or have contracted out of liability and it is therefore strongly recommended that you take out adequate insurance cover.



3. Bookings, Change of Arrangements, Routes and Prices

1. "The booking" or "the reservation" refers to part or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of a client with Third Parties.
2. Firrets will endeavour to timeously confirm the status of any booking in writing. Where Firrets is unable to do so, failure to provide written confirmation shall not negate the validity and/or conditions of the booking, nor will Firrets's failure to do so constitute an act of negligence on its part.
3. In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of Firrets it is understood that expenses relating to such unscheduled extensions (e.g. accommodation etc.) will be for your account.
4. In the event that any supplier is unable to provide the service booked on your behalf, Firrets will endeavour to offer you alternative arrangements of similar classification and in the same area, wherever possible. Should you be unwilling or unable to accept the alternative arrangements offered by Firrets, any refunds to which you may be entitled is subject to the Terms and Conditions of the relevant Third Party. Any refund in respect of any commission paid or payable to Firrets shall be at the sole discretion of Firrets.
5. Whilst every effort is made to adhere to the confirmed itineraries, Firrets reserves the right to effect changes should this be deemed necessary. In such cases, where an alteration to the tour itinerary is necessitated by, for example, a change in weather conditions or unscheduled maintenance, this does not constitute any ground for a refund.
6. Unless full payment is due in terms of clause 4.2 hereunder at the time of making the booking, all bookings must be accompanied by a deposit equal to 50% of the quoted booking price. Any such deposit is strictly non-refundable. The deposit constitutes part of the booking conditions and Firrets reserves the right, without prejudice to any other rights that it may have, to cancel any booking in the event of the deposit or any part thereof not being received by the due date specified therefore.
7. The quoted booking price is based on, inter alia, fares, hotel prices, land costs and other relevant costs prevailing at the date of Firrets's quotation. You agree that in the event of there being any increase in any such costs prior to receipt by Firrets of the final payment as contemplated in clause 4.1 below, such increase shall be for your account (unless otherwise agreed to by Firrets or the Third Party concerned) and shall be payable, without deduction or set-off, simultaneously with the final payment contemplated in clause 4.1 below.
8. Any increase in the booking price occasioned by the fluctuation in rates of exchange between the date of quotation and the date of final payment in terms of clause 4.1 below shall similarly be for your account. Any increase occasioned by the fluctuation in the rates of exchange shall be payable, without deduction or set-off, simultaneously with the final payment contemplated in clause 4.1 below.



4. Payment and additional charges

1. Final payment for any booking must be irrevocably credited to the account of Firrets at least seven weeks prior to the date of departure, unless specific arrangements have been made with and confirmed in writing by Firrets.
2. Any bookings made less than seven weeks prior to the departure date must be accompanied by the full quoted and confirmed price, unless otherwise agreed to in writing by Firrets.
3. Final invoicing is based upon the quoted and confirmed price, less any deposit paid, plus any additional charges (including but not limited to any disbursements incurred by Firrets for and on your behalf) that may have accrued in terms of this agreement. Payment of any such invoice and/or statement must be made in full, without deduction or set-off, on the due date therefore, notwithstanding cancellation of all or any part of the services booked by Firrets.
4. Interest at 2% above the current South African prime bank overdraft rate will automatically be applied to all overdue amounts.
5. Firrets reserves the right to claim the late booking charges, communications, consultation, administration and amendment fees where applicable.
6. Interest at 2% above the current prime bank overdraft rate will automatically be applied to all overdue amounts.

5. Insurance

1. Firrets strongly recommends that you (and each member of your party) obtain comprehensive travel insurance covering cancellation, curtailment, medical expenses, emergency travel, and personal accident, personal baggage and money loss. This should be arranged at the time of payment of the deposit in terms of clause 3.6 or full payment in terms of clause 4.2 to cover you for cancellation from that time. You acknowledge that it is your responsibility to take travel insurance and that the cost thereof will be for your account.
2. Firrets will, on receipt of your written request to do so, provide you with factual and objective information on the various and/or specific travel insurance products requested by you (including a description of the product(s), cover afforded to you under the product(s) and the premium(s) payable in respect of such products). Any such information provided by Firrets is not intended to, nor does it constitute a recommendation or suggestion as to the insurance cover to be effected by you.
3. It is your responsibility to ensure that adequate insurance cover is obtained and Firrets will not be liable in any way whatsoever should you fail to do so.
4. Queries must be addressed to the principal insurer, as Firrets shall not in any way be held responsible for any and/or all information advanced by the insurer's staff in this regard.

6. Peripheral Requirements

1. Firrets will endeavour to assist you in obtaining the requirements for passports, visas, health documents, insurance, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with the



2. Third Parties and referred to as "the booking" or "the reservation". Notwithstanding the foregoing, due to the constant changing nature of such peripheral requirements and services, Firrets will not be liable for ensuring that these requirements and services are provided correctly, timeously or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services.

7. Cancellation

1. Firrets will endeavour to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, Firrets reserves the right to claim the services, administration, communication and cancellation charges which will include, but not be limited to, any charges levied by any Third Party against Firrets in respect of such booking.
2. Cancellation of a booking must be made in writing. You agree that if the cancellation is received:
 1. Ten or more weeks prior to the departure date, 65% (sixty five percent) of the total confirmed price for the booking will be refunded to you;
 2. more than seven but less than ten weeks prior to the departure date, 25% (twenty five percent) of the total vacation costs will be refunded to you; and
 3. less than seven weeks prior to the departure date, the total vacation costs will be forfeited by you.
3. Any cancellation of any air ticket for and on your behalf, will be subject to the relevant airlines applicable Terms and Conditions applicable to the fare type. You acknowledge and agree that any cancelled airline tickets presented for refund will be subject to delays of at least 8 weeks. Firrets will endeavour to expedite any such refund owing to you but will only be obliged to refund any such amounts to you on receipt thereof from the relevant airline.
4. Firrets reserves the right to discontinue and summarily cancel any booking in respect of which payment has fallen in arrears, and in the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand.

8. Interpretation, Law Applicable and Jurisdiction

1. Words implying the singular, shall include the plural and vice versa. Words importing one gender shall include any other and reference to natural persons shall include legal entities and vice versa.
2. This agreement is governed by the laws of the Republic of South African and you hereby submit to the non-exclusive jurisdiction of the South African Courts.
3. The parties agree that save to the extent stated in this Agreement, no conditions, warranties or representation, whether oral or written and whether express or implied whether by statute or otherwise, shall apply hereto.
4. No indulgence, leniency, or extension of time which Firrets may grant or show to you shall in any way prejudice Firrets or preclude Firrets from exercising any of its rights against you in the future.



5. The Parties hereby consent to the jurisdiction of the appropriate Magistrate's Court in regard to any action and/or proceedings based on/or arising from these Standard Conditions of Business.
6. This document reflects the only and full agreement between you and Firrets and any variation and/or extension thereof shall not be valid unless agreed to both by the Parties in writing.
7. In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by Firrets, this document will always have preference.

Declaration: I accept the above-mentioned Terms & Conditions of Business and acknowledge receipt of a copy of this agreement for my information.

Signature of Client	Date (dd/mm/yyyy)	Place

Full name and surname	Contact number	E-mail address

Residential address	Postal Code

Postal address	Postal code