



Booking Conditions

All reservations are made in strict accordance with the below booking conditions, which will, without fail, be adhered to. Please ensure that you have acquainted yourself with all conditions, and note that all confirmations received are an acknowledgement that you have read, understand and adhere to these conditions.

In these conditions 'Postcard Moments' shall mean Postcard Moments CC and its associated and subsidiary companies and 'you' shall mean any person or body corporate who makes a reservation for and/or embarks on any form of travel, service and/or accommodation arranged by Postcard Moments for the group tour and each and everyone of the persons who are travelling on the group tour.

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

1. Quotations and Prices

All prices quoted to you by Postcard Moments or its agents are based on accommodation and airfare rates, land and other travel costs, transfers, cruises and tours ('the Tariffs') and the rates of exchange prevailing at the time of quotation. Postcard Moments expressly reserves the right to adjust its prices in accordance with any increases in the Tariffs and/or variations in currency fluctuations which occur subsequent to your being given an estimate by Postcard Moments or its agent, until such time as full payment has been paid to Postcard Moments, or if the booking is subsequently amended after full payment, whichever is the later. Should yours be a group booking and the **group** number deviate from the number required for the Booking, the supplier may reserve the right to re-cost the Tariffs and raise a surcharge. Should any you refuse to accept and pay such **surcharge**, it may result in the supplier may cancelling the Booking and retain any payment made (The Travel Agent will be entitled to retain any service fees charged).

2. Airport, Port and Other Taxes

You are liable for all airport, airline and port taxes, levies and surcharges ('the Taxes'). In the case of those countries which require pre-payment of the Taxes, you will be invoiced for the Taxes, which must be prepaid to Postcard Moments prior to any documentation being issued to you. In the case of those countries which only require payment of the Taxes prior to departure from the country, you will pay the Taxes at the airport or departure point. In the same way, port and airport levies and all other surcharges for car and all other types of vehicle and/or yachts, boats and barge rental may either have to be prepaid by you or may need to be paid by you at the airport port and/or port.

3. Reservations

On making a reservation less than 8 weeks prior to departure, you must pay the total amount of your reservation including the Taxes ('the Total Price') to Postcard Moments before the reservation will be processed. Failure to pay the Total Price within 48 hours of you or your agent being provided with an Invoice shall nullify the estimate. When making a reservation more than 8 weeks prior to departure you must pay a non-refundable, non-transferable deposit equal to the greater of 50% of the Total Price or within 48 hours of you or your agent being provided with an Invoice as failure to do so will nullify the estimate. The full balance of the Total Price must be paid as per the booking form. Postcard Moments reserves the right to cancel any reservation if the Total Price has not been paid to Postcard Moments on this date, in which event all amounts paid by you to Postcard Moments shall be forfeited and may be retained by Postcard Moments as liquidated damages. If the full balance is not received on time, the travel documents can be delayed and may necessitate the use of a **courier service**, which will be for your account unless Postcard Moments exercise their right to cancel the reservation as aforesaid.

4. Late Booking Fees

In all cases where a booking is made less than 14 days prior to departure, due to the high cost of processing late bookings, Postcard Moments shall levy a non-refundable late booking fee equal to the greater of R200 plus vat or 2,5% plus vat of the Total Price.

5. Amendment Fees

Due to the extra costs involved, Postcard Moments shall levy an amendment fee ('the Amendment Fee') equal to the greater of R200 plus vat or 2,5% plus vat of the value of the transactions being amended, on each occasion that you wish to amend a confirmed estimate or reservation. Postcard Moments shall require that you pay the Amendment Fee in advance before it will endeavour to amend the estimate or reservation, which amendment shall be made subject to availability.

6. Service Fees

Due to the high cost of processing transactions Postcard Moments shall levy a service fee of R100 for reservations with a Total Price equal to less than R1000 or, if in respect of transactions that only involve the issuing of an air-ticket, shall levy a service fee equal to the greater of R100 or 10% of the price of the air ticket, excluding the Taxes.

7. Unscheduled Extensions and/or Cancellations

Postcard Moments shall not be responsible for any delays and/or cancellations either prior to departure, or during the course of any travel undertaken, whether caused by technical difficulties, strikes, weather, war or any other circumstance whatsoever due to circumstances beyond the control of Postcard Moments. You will be responsible for all expenses incurred relating to any unscheduled extensions or cancellations, such as hotels, meals, flights, telephone calls, clothing, toiletries, etc. and you will have no claim against Postcard Moments.

8. Unused Services

No refunds of whatsoever nature will be made for unused services.

9. Itinerary Variation

While every effort is made to keep to itineraries quoted for, and to provide hotels, apartments and ship berths booked, Postcard Moments reserves the right to make changes if it considers it in your best interest that it should do so and/or if unforeseen circumstances result in this becoming necessary. Any variation or change to any itinerary does not constitute grounds for you to claim a refund.

It is your duty to check each amendment to the itinerary and also to sign the final one. While it is possible to break away from the itinerary, it is understood that such breakaways will be for your account.

10. Passports, Visas & Health documents

You must establish the correct requirements and must timeously obtain, entirely at your own expense and risk, all passports, visas, drivers licences and health documents required for your travel, which must be valid for six months after you return, and for getting inoculations and taking prophylactic if visiting a high risk malaria or other tropical disease area ('the Statutory and Health requirements'). Postcard Moments shall not be responsible for any losses whatsoever, resulting from you not meeting the Statutory and Health requirements or for delays in the acquisition process thereof. You are also responsible for familiarising yourself with the inherent dangers of and the mental and/or physical condition required for your travel arrangements.

11. Airlines & Reconfirmation of Flights

The passenger ticket in use by the airline, when issued, shall constitute the sole contract between the airline and the purchaser of these tickets and/or the passengers using them. **You are responsible for reconfirming all flights at least 72 hours prior to departure.** Postcard Moments shall not be responsible for any losses whatsoever resulting from an airline, for whatever reason, refusing to allow you to embark.

12. Liabilities

Postcard Moments makes every effort to ensure that all services connected with its travel programmes will be carried out in the most efficient way possible. However as it does not have any control over services provided by its suppliers, for whom it is acting in the capacity as agents, Postcard Moments shall not be liable for changes, omissions or delays, before or during the course of any of the holidays or other forms of travel, whether occasioned by technical difficulties, weather conditions, strikes, communication breakdowns, or any other cause whatsoever including the negligence of the supplier.

13. Cancellations

If, for whatever reason, you cancel a reservation you must do so in writing and you shall be liable to Postcard Moments for cancellation charges, levied and payable as below:

Period of cancellation:	Amount forfeited:
8 weeks or more before departure	20% of total price
6-8 weeks before departure	30% of total price
4-6 weeks before departure	50% of total price

2-4 weeks before departure 60% of total price
Less than 2 weeks before departure 100% of total price

If you miss any departures or fail to depart when scheduled, or are not at the required meeting point at the agreed time, no portion of the Total Price is refundable. All cancellation fees are subject to Value Added Tax.

14. Prices do not include

Prices do not include any items not specified. Transfers between airports, harbours and hotels as well as entertainment, sports, meals and beverages are not included, unless specified as included. Telephone calls and all other items of a personal nature are excluded.

15. Special Requests

If you specify any special requests you may have when you make your booking, Postcard Moments will make every effort to comply with special requests but shall not be liable if, for whatever reason, they are not met.

16. Responsibility Clause

Postcard Moments acts as an agent only in developing, operating and selling holidays, tours and other travel arrangements and as these are not under the control of Postcard Moments, you agree that Postcard Moments shall not be liable for any loss, damage, injury, accident, medical expenses, illness, death, delay or any other irregularity that may be occasioned by any defect in any vehicle, or other form of conveyance, or other form of equipment, or by error or default of any body corporate or person engaged in conveying you and in carrying out travel arrangements for you, or otherwise in connection therewith, or from whatsoever cause. You also agree that Postcard Moments shall not be liable to you for consequential or indirect losses or damages you may suffer.

If you nevertheless wish to assert a claim against Postcard Moments, such claim must be lodged in writing with Postcard Moments within 30 (thirty) days after the end of your trip. Such liability will be subject to a limitation of R10 000,00 per person per booking.

17. Accommodation

Postcard Moments seeks confirmation in respect of all of the types of accommodation it sells ('the Accommodation') that the information, facilities, gradings and/or standards stated in Postcard Moments brochures, advertising and itineraries is accurately and truthfully represented. As a result, if you make a claim of poor standards of service, non-availability of services and/or mis-representation, or improvements or renovations being carried out during your stay, you agree that your claim shall be made against the Accommodation provider for whom Postcard Moments is acting as an agent, and not against Postcard Moments. Gradings of properties are subject to constant variation and **other countries gradings should not be compared to the gradings of South African hotels.**

18. Advertising and Itinerary Descriptions

All information in Postcard Moments brochures, itineraries and travel guides is accurately checked prior to going to print. It is however possible that by the time you read any of Postcard Moments advertising literature or itineraries, that the information contained in it may have varied or may no longer be valid. Please check with Postcard Moments at the time of making your reservation.

19. Sea Facing Rooms and Suites

Except where stipulated to the contrary, you will be accommodated in a standard bedroom. If you would like to stay in a more expensive standard of accommodation such as a suite or a sea-facing room, an additional charge shall apply.

20. Cancellation by Postcard Moments

Irrespective of the reasons for this, Postcard Moments reserves the right to cancel any reservation made by you prior to departure, in which event you will be refunded the total amount paid by you without prejudice and without any further obligation or any further liability to you by Postcard Moments.

21. Insurance

You are strongly advised to take out insurance cover for cancellation due to illness, accident, injury, liability, loss of luggage and all other unforeseen circumstances. Postcard Moments shall not be liable if you fail to take out any or adequate insurance. Postcard Moments can arrange group Travel insurance at special low rates, the extent of cover of which is subject to the exceptions and conditions of the insurance company. In the event of a claim, if the insurers, for whatever reason, dispute their liability for any claim you make, you will only have recourse against the insurers and not against Postcard Moments.

22. Legal Costs

In the event of Postcard Moments instituting legal proceedings against you resulting from non-payment of an amount due to Postcard Moments or any other cause of action, you agree to pay all legal costs incurred, on an attorney and own client scale.

23. Service Providers Special Conditions

If special terms and conditions regarding deposits, payments and cancellation fees are imposed by any of

Postcard Moments suppliers, Postcard Moments shall be entitled to impose these special terms and conditions upon you and they shall supersede any conflicting conditions contained herein.

24. Conduct

You agree that you will at all times comply with the tour leader's or passengers' reasonable requirements in regard to your **conduct** and you will not in any way constitute a **nuisance** to any other passenger on the tour.

25. Foreign Exchange Regulations

Compliance is your exclusive duty. This will apply especially when you instruct the Travel Agent to make and pay for travel arrangements on the Internet.

26. e-Ticketing

You must be ready to show your **identity document and possibly your credit card (used for payment)** at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for EACH MINOR.

27. Driver's licence

Even if you have obtained an international driver's licence, please take your national driver's licence with you.

28. Internet Bookings

If you request or instruct the Travel Agent or Postcard Moments to do bookings via the Internet, you irrevocably authorises the Travel Agent and Postcard Moments 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.

29. Confidentiality

Subject to statutory constraints or compliance with an order of court, Postcard Moments undertakes to deal with all your information of a personal nature on a strictly confidential basis.

30. Variation of Conditions

No variation of these Conditions shall be valid unless reduced to writing and confirmed by your signature and the signatures of the Member of Postcard Moments.

31. Conflict with the Laws of South Africa

South African law and the jurisdiction of South African courts will govern the relationship between Postcard Moments and you. Postcard Moments 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.

32. Entire Contract

These conditions constitute the entire contract between you and Postcard Moments, and no other conditions, terms, representations, guarantees, promises, undertakings or inducements of any nature whatsoever, whether verbal, written or electronic, exist. You acknowledge that you have not relied on any matter or anything stated on behalf of Postcard Moments or otherwise that is not already included herein.

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