The following booking terms and conditions are set out between the client and Just Africa Holiday. Please take note that we act as booking agents for the various suppliers of the component parts of the holiday which we organize, and as such, bookings for their services will form a direct contract between yourself and the relevant supplier and will be subject to that respective supplier’s standard terms and conditions.  A copy of the Terms and Conditions are available upon request.

**1) Bookings**
Bookings, save for late bookings as referred to hereunder, are confirmed on the condition that a non-refundable deposit, of a minimum of 30% of the total land price together with full payment in respect of the airfare, is paid to Just Africa Holiday within 24 hours of confirmation of your bookings, failing which the airline will automatically cancel such booking. You will be advised at the time of booking what payment is required for your particular travel arrangements. The balance of the cost of your travel arrangements must be paid no less than eight weeks prior to departure. If your booking is made within 8 weeks of departure, the total cost of your travel arrangements must be paid at the time of booking.

**2) Price Changes**
a) The costs associated with travel arrangements are not always stable, and currency movements can fluctuate. It is impossible to predict these movements in advance. When you book travel arrangements through us, we reserve the right to pass on any fluctuations and surcharges to you until full payment is received. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel and security charges, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at airports, or exchange rates applied to the travel arrangements.
b) Peak season surcharges and block-out dates may apply.
c) Airfares are subject to the prices and conditions quoted by the particular airlines and cannot be guaranteed by Just Africa Holiday. The onus is on the client to check that there have been no changes in these prices before making the final payment thereof.
d) Should the client make a group reservation and subsequently the group numbers deviate from the minimum number required for the booking, Just Africa Holiday reserves the right to re-cost the price and raise a surcharge. Should any client refuse to accept and pay such a surcharge, it may result in cancellation of the booking.

**3) Methods of Payment**
a) Credit Cards:   payment may be made using Visa or Mastercard only via our secure online payment portal.
b) Cash or EFT Transfers: We accept EFT transfers into our bank accounts subject to the condition that proof of payment or transfer is provided to us and such payment has been confirmed as received by ourselves. ( reflecting in our account)

Please note that should you have been quoted in foreign currency and wish to settle payment by means of a credit card, your quotation will be converted to South African Rand prior to the transaction being processed due to foreign exchange regulations by the South African Reserve Bank. The rate of exchange on the day that the transaction is processed will be used to determine the equivalent Rand amount with any resulting foreign exchange differences or bank charges being for the client’s account. The South African Reserve Bank prohibits South African companies from taking foreign credit card payments and keeping the payment in foreign currency. The payment has to be converted to South African Rand before it is credited to the recipient.

Clients are welcome to settle payment by means of a bank transfer – in this instance the amount will be converted by your bankers on presentation of our invoice. It is the client’s responsibility to inform and instruct their bankers that the net invoice amount must equal the funds clearing into the Just Africa Holiday bank account and that ALL bank charges are for the client’s account.

**4) Insurance**
It is strongly advised that all clients take out adequate insurance cover such as cancellation due to illness, worldwide epidemics such as SARS, Coronavirus, etc, accident or injury, personal accident, and personal liability, loss of or damage to baggage and sports equipment. Just Africa Holiday will not be responsible or liable if the client fails to take adequate insurance cover.  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 Just Africa Holiday does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain specific details of the cover as this is your responsibility.

**5) Flight and Other Travel Timings**
Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of passengers to check-in on time. There is no guarantee that flights, ferries, ships, trains, or coaches will depart at the times stated in any itinerary or tickets which you receive. We do not accept any liability for any delay, however arising, or for any schedule alterations.

**6) Documents**
a) Documents (vouchers, itineraries, etc.) are only prepared once full payment has been received and cleared in our bank account.
b) It is important that you check all details of your travel documents (including your itinerary) before travelling. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact us immediately.

**7) Unscheduled Extensions**
In the unlikely event of there being an unscheduled extension to your travel arrangements caused by flight delays, bad weather, strikes, or any other cause which is beyond the control of Just Africa Holiday, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation, airline costs, car hire, transfers, etc.), will be for your account. Just Africa Holiday accepts no liability for changes, omissions, or delays before or during the course of your travel arrangements occasioned by technical difficulties, weather conditions, strikes, epidemics or communication breakdowns, or the like.

**8) Changes by You**
a) If you wish to make a change to your booking, we will endeavor to assist you to make the change wherever this is possible. You will need to pay all charges, of whatever kind, imposed by the suppliers providing that component part of your travel arrangements when amending a booking any time prior to departure. Fares will be re-quoted at the time of amendment.
b) After departure it is understood that extra expenses incurred as a result of any change will be for the passenger’s account, and any unused service will not be refunded.
c) Amendments and cancellations en route must be made with our operators directly.

**9) Cancellation by You**

Our general cancellation policy:

If you wish to cancel your booking you must advise us in writing.

Please note that you will be liable to pay the following cancellation charges, including but not limited to:

* Cancellation prior to 8 weeks of travel - Full 30 % deposit is forfeited
* Cancellation 8 – 4 weeks prior to travel - 50% of the total cost is forfeited
* Cancellation less than 4 weeks prior to travel - 100% of the total cost is forfeited

a) Where your booking includes a special fare, the airline levies the relevant charges. In some circumstances, this may be 100% of the total fare, regardless of when cancellation is affected.
b) Where your booking is for a package, you will be responsible for all cancellation charges relating to the various components, of whatsoever nature, imposed by the suppliers providing the component parts of such travel arrangements.

**10) Our Right to Change Your Travel Arrangements**
a) A significant change to your travel arrangements would include a change in the departure date from South Africa; where the flight times are changed by more than 12 hours or a change to a lower standard of accommodation to that which is booked.
b) Every effort is made by Just Africa Holiday to adhere to confirmed itineraries; however, we reserve the right to make changes to your travel arrangements should it become necessary to do so.
c) Should any travel component be confirmed by Just Africa Holiday and this component is canceled by the supplier for whatsoever reason, then in such instances, Just Africa Holiday will accept no liability for the cancellation thereof.

**11) Airline Refund Procedures**
a) Refund policies of the various airlines vary between airlines. Refunds requested with Just Africa Holiday will be presented to the relevant airline for assessment. Should a refund be authorized, such a refund will be made to you by the airline, less any cancellation or administration charges.
b) If payment for the ticket was made to Just Africa Holiday by credit card, the refund will be made to your credit card. Cash payments will be refunded by EFT.
c) Partly used tickets will be refunded at less than the pro rata rate on the face value of such tickets.
d) Refunds may take up to 12 weeks to process although this time frame cannot be guaranteed by Just Africa Holiday.
e) Refunds for unused tickets must be requested by the client within one year from the date of issue or they will be regarded as expired by the airline and have no refund value.

**12) Complaints**
a) Should you experience any problems with your holiday whilst away, you must immediately inform the supplier of the services in question.
b) If you are still dissatisfied, you must notify Just Africa Holiday immediately to enable us to resolve the problem. Failure to do so may impede Just Africa Holidays’ ability to be able to assist in this regard.
c) If you remain dissatisfied, please send a detailed account of the unsatisfactory service within 28 days of your return by email to res@justafricaholiday.co.za. Please ensure you include pictures/ names etc as necessary.

**13) Passports, Visas and Health**
It is entirely the client’s duty to ensure that all passports and visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g., for malaria) and the like, and proof thereof where required, have been obtained. Passports must be valid for 6 months after travel has concluded. Just Africa Holiday does not assume any obligation or liability and the client indemnifies Just Africa Holiday of 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. The client must ensure that the details supplied to Just Africa Holiday mirror those details shown on their passport for international travel and ID documents for local travel.

**14) General Information**
a) Taxes: Just Africa Holiday will advise you of all mandatory taxes, which you must pay before departure. However, some countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when you reconfirm your flight details.
b) Special requests: We can pass on any special requests that you may wish to make at the time of booking, but acceptance of such requests is at the discretion of the airline or other supplier and in no circumstances, are special requests guaranteed. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your confirmation invoice or any other documentation, is not confirmation that the request will be met...
c) Medical Problems: If you or any member of your party has any medical problem or disability which may affect your holiday, you need to give us full details in writing at the time of booking. If we/the supplier reasonably feel unable to properly accommodate the particular needs of the person concerned, we/the supplier reserve the right to decline their reservation. We/supplier reserve the right to cancel the reservation should we/supplier become aware of any such medical problem or disability which has not been disclosed.
d) Renovations: Hotels undergo renovations from time to time and take all possible steps to limit the disruption to their guests. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is a resident. If we are specifically advised of renovation work, dates may be provided. It is important to remember that these are subject to change, and we are not always notified.
e) Charges to your credit card: Any charges made to your credit card whilst away are your responsibility. Just Africa Holiday will not be responsible, nor accept responsibility for having these charges reversed or corrected upon return to your country of residence.
f) Driver’s Licence: Even if you have obtained an international driver’s license, please take your national driver’s license with you.
g) Confidentiality: Subject to statutory constraints or compliance with an order of the court, Just Africa Holiday undertakes to deal with all client information of a personal nature on a strictly confidential basis.

**15) Force Majeure**
Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage or loss, as a result of “force majeure”. In these Booking Conditions, “force majeure” means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may also include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics such as SARS, Coronavirus, and the like, fire and all similar events outside our control.

**16) Responsibility and Limitation of Liability**
Just Africa Holiday act as agents only for local and international ground operators and airlines and accordingly accepts no liability whatsoever for any loss, damage, injury, accident, delay, or any other irregularity howsoever arising. Just Africa Holiday makes every effort to ensure that all the arrangements and services connected with a passenger’s itinerary will be carried out as specified in the most efficient and effective way possible. However, we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for errors and omissions of such suppliers. The contract in use by such suppliers (which is often constituted by the ticket Issued by the Principal) or their respective terms and conditions, shall constitute the sole contract between the supplier and the client, and any right of recourse the client may have, will be solely against the supplier.

**17) Jurisdiction of the Magistrate’s Court**
Just Africa Holiday shall be entitled, at its option to institute any legal proceedings arising out of or in connection with this contract in any Magistrate’s Court having jurisdiction in terms of Section 29 of the Magistrate’s Court Act No 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

**18) Legal**
This document together with the Just Africa Holiday invoice/itinerary constitutes the sole record of the agreement between the parties. No party shall be bound by any representation, warranty, or promise of the like not recorded herein. Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Just Africa Holiday or otherwise, that is not included herein. No addition to the Just Africa Holiday standard booking conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties. All costs and disbursements, including legal costs on the attorney and own client scale incurred by Just Africa Holiday in recovering any damages and payments payable by the passenger to Just Africa Holiday, shall be for the passengers’ account. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.

**19) 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 in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as “the Client”)

**20) COVID-19**

Please take note that we are unable to provide any advice relating to the COVID-19 virus and therefore shall not be liable for any loss or damage directly or indirectly caused by COVID-19, and shall not be liable for any damage, losses, and expenses suffered as a result of sickness, quarantine, weather conditions, or any other cause outside our control

It is the traveller’s responsibility at all times to ensure that they are compliant with all the applicable Government regulations. Please note that should you fail to adhere to these regulations, and such failure results in a loss in respect of the booking, we shall not be liable for such loss.

**21) Protection of Personal Information**

By accepting and confirming your reservation, you authorize Just Africa Holiday to collect your Personal Information as it is deemed relevant for us to provide you with your Travel requirements.   Just Africa Holiday is committed to adherence to national legislation and regulations pertaining to the safeguarding of data privacy and shall use the information provided by you to perform our services.
You confirm that we may share your personal information with the following, who have an obligation to keep the personal information secure and confidential:

1. All third parties who may assist us in supplying the services.

We undertake not to disclose your personal information unless it is legally or contractually required to do so.  We agree to use all reasonable efforts to ensure your personal information in our possession is kept confidential, stored in a secure manner and processed in terms of POPI.

You, therefore, acknowledge and warrant that:

* Just Africa Holiday is entitled to process and store any such Personal Information in the manner set out in the Just Africa Holiday Privacy Policy, available on the website [www.justafricaholiday.co.za](http://www.justafricaholiday.co.za)
* Just Africa Holiday is entitled and authorized by you to transfer any Personal Information to suppliers, relevant to your booking or enquiry.
* Just Africa Holiday is entitled to store and back up your Personal Information on its servers.

**22) Passports and Children**
Please note that anyone traveling to Southern Africa must have two consecutive blank pages in their passport which lie side by side when the passport is open (i.e. a left- and a right-hand page). Passengers traveling to Southern Africa with passports that do not comply with these requirements, will either be stopped from boarding the aircraft or risk deportation on arrival in Southern Africa. In addition, a parent traveling with children, without the other parent, will need a letter of consent from the absent parent. The letter of consent must be certified by the police.