



## **STANDARD TERMS & CONDITIONS**

### **TERMS AND CONDITIONS OF BUSINESS CONTRACT**

A contract is not deemed to be in effect until Out Travelling has received a signed booking form and confirmation together with any further relevant information requested. In addition to our terms and conditions you will also be subject to our supplier's terms and conditions which could limit or exclude liability to you. When you make a booking, you guarantee that you have the authority to accept, and do accept these conditions on your behalf and on behalf of all members of your party and, further, if you are making a booking for more than one person, that you are responsible for all payments due from each and every party member for whom you are making a booking.

It is your responsibility to ensure that any information which is given to you by us or any of our employees or suppliers is passed on to all members of your party. Any information which we give to you shall be deemed as given to each and every party member for whom you are making or have made a booking.

### **SPECIAL REQUESTS**

Clients who have special requests must specify such requests. Whilst Out Travelling will do its best to accommodate such requests, it does not guarantee that it always can and these are often subject to the suppliers' discretion on arrival.

### **DEPOSITS**

A non-refundable deposit is required at the time of booking, this will be advised at quotation (certain suppliers require up to 100% pre-payment, this will be advised at time of booking if it applies).

### **FINAL PAYMENT**

All reservations must be prepaid. Final payment is due ten weeks prior to departure. This may vary in the case of certain suppliers, any variation in stipulated terms and conditions will be advised at time of booking. In making payment you confirm that you have read and accepted these Terms and Conditions.

Failure to remit final payment on due date will result in cancellation of reservations, forfeiture of deposit and may attract cancellation costs. Interest at 5% above the current prime bank overdraft rate may be charged on all overdue amounts.

### **RESERVATIONS AND PAYMENT:**

Payments are due upon confirmation. A non-refundable, non-transferable deposit of 20% of the total land price is payable at the time of making your reservation. The balance of the tour price is payable not less than 10 weeks prior to departure. In addition to the land deposit the total cost of air tickets and airport taxes must be paid by the due date as stipulated on your Out Travelling booking form.

Out Travelling reserves the right to cancel any reservations for which the total amount due has not been received by the due date, in which event the deposit paid will be forfeited to Out Travelling. Reservations will only be considered confirmed bookings when the deposit has been received by the Out Travelling. Out Travelling guarantees the price of land arrangements only once full payment is received, except where subsequent increases are beyond our control. These include but are not limited to change to government taxes.

## **CANCELLATIONS AND CURTAILMENT**

Land Arrangements (hotels, tours, transfers). All deposits are non-refundable/non-transferable. In the event of a cancellation, the following cancellation fees will be imposed:

- Passengers who cancel at any time prior to departure will forfeit their deposit.
- Passengers cancelling within 8 to 4 weeks of the departure date will forfeit their deposit plus 40% of the total tour cost
- Passengers cancelling within within 4 to 2 weeks of the departure date will forfeit their deposit plus 50% of the total tour cost
- For cancellations within 2 weeks of the departure date 100% of the total tour cost will be forfeit.
- For travel over high or peak season dates, additional cancellation charges may be imposed, subject to charges of the suppliers and airlines.

## **AIR TICKETS**

Cancellation fees apply once air tickets are issued. The cancellation fees range between 25% up to 100% (plus VAT) of the total airfare paid, dependant on the class of travel and the airline concerned. Passengers are reminded that they are responsible for reconfirmation of flights and flight times at least 72 hours prior to departure to ensure the airline has had no schedule or time changes. Failure to reconfirm flights with the airline concerned could lead to the cancellation of the flight reservation. Out Travelling is not responsible for the overbooking by airlines resulting in passengers being denied boarding. Providing passengers adhere to check in time, it is the airlines responsibility to reroute or rebook flights.

## **AMENDMENTS TO AIRLINE TICKETS**

Once tickets have been issued; a cancellation fee will be levied by the relevant airline (this fee varies from airline to airline and can range from 25% up to 100% of the fare paid plus VAT) should any changes be requested. Such changes specifically include, but are not necessarily limited to, any changes which are required to be effected due to the incorrect spelling of a passenger's name, change to travel dates or routing. In some cases, once issued, any changes will result in a 100% cancellation fee. Airlines are non- negotiable to changes post ticket issuance.

## **COSTS**

All package pricing is based on 2 adults sharing a room unless detailed otherwise. Supplements may apply for single travellers. Out Travelling makes every effort to ensure all details are correct at time of going to press, however reserves the right to make changes to the price as quoted or advertised prior to booking. All costs advertised are based on tariffs and exchange rates at the time of publishing. There may be a booking fee payable per person for certain services. All such fees will be highlighted to you during the course of making your booking. Please note that there may be taxes levied abroad but not paid at the point of purchase that are payable in relation to your booking e.g. local hotel or airport arrival/departure taxes, we will make every effort to inform you of any additional taxes payable locally however cannot place any guarantee on this amount.

Out Travelling reserves the right to make any alterations/price deviations as a result of any change that may occur before departure. The client will be advised as soon as possible and may accept the changes or withdraw from the contract without financial penalty, except where there is tariff/exchange rate fluctuations. Prices are quoted at the ruling daily exchange rate. Until Out Travelling 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. Airfares are subject to the price and conditions quoted by the airlines and are subject to change until full payment has been received.

However, once payment of the price in full has been received, the price is guaranteed provided that the payment was made by midnight on the day that the booking was made. Should the Client be a group booking and the group number deviates 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 cancelling of the Booking and retaining of any payment made.

All information contained in the Out Travelling website are to the best of our knowledge accurate at the time of publication, but Out Travelling accepts no liability for any errors / inaccuracies that may occur. Should airport/hotel/security/fuel charges/taxes fluctuate, beyond our control, they will be passed on to the client accordingly.

## **POSSIBLE CHANGES**

Out Travelling and its service providers reserve the right to cancel any reservations prior to departure; in which event the entire payment will be refunded without any further obligation. The duration of the package may have to be extended or curtailed owing to unforeseen changes in transportation schedules. Any resultant expense shall be borne by the passenger and any saving refunded.

## **AMENDMENTS**

An amendment fee will be charged for each amendment made to confirmed reservations, in addition to any amendment/cancellation fees the supplier may charge and this will be advised prior to confirming the amendment. All changes are subject to availability, limitations and restrictions of the relevant travel supplier. If the change means that the cost of your booking has increased, the difference will be passed onto you.

## **TRAVEL DOCUMENTS**

It is the personal responsibility of each passenger to ensure that they are in possession of the correct documentation prior to departure. Out Travelling shall not accept responsibility for any consequences of any nature whatsoever, arising from the passenger failing to ensure that he/she has complied with the necessary health/passport/visa/re-entry permit requirements.

Passports should be valid for a minimum of 6 months from the date of return from your holiday. It is understood that you provided Out Travelling with the travellers' full names spelt as per the travellers' passports. Once documents have been issued changes (example name corrections) could incur additional financial penalties. Failure to provide the correct names as per passport could result in denied boarding or deportation. You should ensure that you travel with your booking confirmations, e-tickets and any other travel documentation (including your passport and Identity document for domestic flights) at all times. We cannot be liable for any supplier not providing you with the booked product or service if you do not produce such documentation. You may also be called on at check-in to produce the credit card used to make the payment or proof of deposit where paid by cash or cheque.

## **INSURANCE**

Out Travelling will not be liable whatsoever for any loss/damage/personal health/ eventualities of war/civil action/act of terrorism/act of God, natural disasters or adverse weather conditions during or resulting from your holiday.

**WE THEREFORE STRONGLY RECOMMEND THAT YOU TAKE OUT ADEQUATE HOLIDAY INSURANCE.** We strongly advise passengers to take out insurance covering cancellation, medical expenses, loss of baggage, curtailment and default at the time of booking.

## **ASSISTANCE**

Should the client experience or complain of any difficulty by failure of any part of the service, (even in circumstances beyond our control) Out Travelling will give prompt assistance to the client in difficulty. The client must communicate at the earliest opportunity, in writing or similar form to Out Travelling (and the supplier of the service concerned) to enable Out Travelling to assist. No compensation can be considered after the event if Out Travelling is not given this opportunity to rectify the situation.

## **AIRLINE RESPONSIBILITY**

The airline concerned is not to be held responsible for any act, omission or event during the time the passengers are not on board their aircraft. The passenger tickets in use by the airline, when issued, shall constitute the sole contract between the airline and the purchaser of these tickets and/or passenger.

All departure/arrival times on your flight ticket are provided by the airlines concerned and are estimates only, and we cannot be held liable for any change to a departure/arrival time previously advised to you or shown on your ticket or for any other alteration to your flight by the relevant airline. For all air travel it is your responsibility to check the departure and arrival times of your flights at the time of travel. Where a sector of a flight itinerary is not used and without contacting

the carrier directly to inform them, any remaining sectors may be subject to cancellation by the airline without further notification. This is beyond our control and we are unable to accept responsibility for any costs incurred. You are required to reconfirm your flights with the airline in accordance with the airline's applicable reconfirmation deadline, this is usually 72 hours prior to departure. We are unable to make any special arrangements for you if you are delayed as these matters are at the sole discretion of the airline concerned.

Please note that the times shown on your ticket or itinerary are the departure times of the flight, based on local time. Please adhere to minimum check in times as required by the airlines. Flights cannot be held up for passengers arriving late and no responsibility can be accepted by us or the airline in such cases. In the case of direct flights, a flight is considered as direct if no change of plane is required, in certain routes there may still be a touch-down with ground time en-route to the final destination.

## **RESPONSIBILITY AND LIABILITY**

Out Travelling cannot be held responsible for any charges that appear on a passenger's credit card, nor accept the responsibility of having any of these charges reversed or corrected upon the passenger's return.

Out Travelling shall not be liable for any injury, death, loss, damage, accident, delay or inconvenience, howsoever caused, during any journey, tour, residence or other facility arranged or booked by the Out Travelling or any of its suppliers.

Any loss or additional expense due to delays, changes or cancellations of air, rail, road, sea or any other service, strikes, sickness, theft, war, weather or other causes, will have to be borne by the passenger. Out Travelling makes every effort to ensure that all the arrangements and services connected with a passenger's itinerary will be carried out as specified by the supplier in an efficient and effective way. However we do not have direct control over the provision of services by suppliers and whilst they are in all cases carefully selected with great care, we do not accept liability for error and omissions of such suppliers. Please be aware that hotels undergo renovations for time to time. Hotels generally take all possible steps to limit disruption and inconvenience to their guests when that occurs. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work in advance by the hotel information will be passed on to the passenger but it is important to understand that this is subject to change and that we may not always be notified.

Star ratings or other such gradings are used to symbolise the overall quality, level of service, food standard and range of facilities available in any given hotel property. The criteria and standard applied within each country will vary depending on the specific requirements established by the relevant issuing body and are provided to you for information purposes only. They are not a guarantee or warranty of any level or measure of service or standard. Out Travelling does not take responsibility for hotel content (including images, facility listings, descriptions etc.) displayed on our website. Hotels may change facilities and property features without prior notice and it is the customers' responsibility to confirm facilities directly with the hotel at the time of travel.

## **CAR HIRE**

Car Hire bookings are subject to additional terms and conditions as detailed by the supplier and may stipulate minimum/maximum ages with surcharges applicable. These will be advised to you at time of booking. If you are over the age of 60, or under the age of 25, it is your responsibility to check with the rental supplier for eligibility. If you fail to check and you are under/ over the age limit you may not be given the car. A valid driving licence is required for all drivers, if booking international car hire, you may be required to be in possession of an international driver's licence plus photo card driver's licence. The licence must be valid at the time of rental and remain valid throughout the rental period. We will not be liable for any compensation or otherwise if you fail to show a valid driver's licence to the supplier and are refused a vehicle. Please ensure you are familiar with any excesses that may apply in the case of accidental damage, theft or otherwise.

## **HEALTH**

Certain parts covered by your itinerary may be to areas where there is a high-risk of malaria and/or other tropical diseases. You are strongly advised to take the necessary precautions in this regard and it is your responsibility check with your local medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon arrival at any tropical or sub-tropical destination. If this has not been done prior to departure, it is imperative to do so upon return.

## **VISA/PASSPORT INFORMATION**

This information should be sought from the relevant Embassy before making a reservation. All clients should also ensure that their passport is valid for the minimum length of time required by the particular country being visited. In many cases, this is six months from the date of entry. Out Travelling shall not accept responsibility or liability for any consequences of any nature whatsoever arising from the passenger failing to ensure that he / she has complied with the necessary health / passport / visa requirements.

## **WEBSITE ACCESS AND USE**

Access to and use of the website is entirely at the user's risk. Out Travelling may discontinue or suspend the website at any time without notice, in such a circumstance it will endeavour to fulfil all prior obligations to clients. Out Travelling may block, terminate or suspend any user's access at any time for any reason in its sole discretion, even if it continues to allow access to others. Out Travelling makes no representations and gives no warranties concerning the information provided or made available on any linked sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites and not owned operated by Out Travelling.

## **INTERPRETATION, LAW AND JURISDICTION**

Words stating or implying the singular, shall include the plural, words stating or implying one gender shall include any other, and reference to natural persons shall include legal entities and vice versa. Both 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 Terms and Conditions of Business. This document reflects the only and full agreement between you and Out Travelling and there exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written, or implied) regulating the relationship between you and Out Travelling. No variation and/or extension thereof shall be valid unless agreed by both the Parties in writing. You will be liable for all legal fees in the event that Out Travelling has to engage a lawyer to enforce or defend any of its rights or otherwise.

## **CONFIDENTIALITY**

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