

# Travelsoft Technology Online Terms and Conditions

1. Preamble
2. The Role of Travelsoft Technology
3. The responsibility of all System Users
4. Liability
5. Bookings, Change of Arrangements, Routes and Prices
6. Payment and additional charges
7. Currency Fluctuations
8. Insurance
9. Peripheral Requirements
10. Cancellation/Amendment
11. Interpretation, Indulgence, Law Applicable, Jurisdiction and Domicilium

## 1. Preamble

Travelsoft Technology CC, carries on business under the regulations of the Association of South African Travel Agents (ASATA) and provides the travel agents ('the Agents') clients (YOU/YOUR) with online travel services on behalf of the travel agents ('the Agents') 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 or other parties for whom the travel agents ('the Agents') act as agents ('Suppliers').

TRAVELSOFT TECHNOLOGY will provide the identity, terms and conditions of all our principals and other parties for whom we act directly as agent relevant to the service being provided for YOUR booking.

1. It is **your responsibility** to familiarise yourself with such terms and conditions ('the Supplier Conditions') obtainable from your associated travel agent ('the Agents').
2. **All products and services, estimates and quotes** provided by TRAVELSOFT TECHNOLOGY are subject to ('the Agents') Standard Conditions of Business, the ASATA regulations and the Supplier Conditions.

## 2. The Role of Travelsoft Technology

1. We facilitate bookings with airlines, car rental companies, hotels, bed & breakfasts and related travel organizations ("the supplier(s)"), but we do not accept responsibility for any failure of a supplier to meet its obligations to the customer or traveller. All vouchers, tickets and receipts are issued subject to the terms and conditions of to travel agent ('the Agents') and, by accepting the vouchers and tickets, the customer and traveller become contractually bound to the suppliers.
2. Travelsoft Technology will in most instances be deemed to fulfil the role of intermediary as defined in the Consumer Protection Act, 2008. A copy of this act can be viewed online at: [http://www.acts.co.za/consumer\\_protection\\_act\\_2008](http://www.acts.co.za/consumer_protection_act_2008).

**"Intermediary"** - means a person who, in the ordinary course of business and for remuneration or gain, engages in the business of—

- a) representing another person with respect to the actual or potential supply of any goods or services;
- b) accepting possession of any goods or other property from a person for the purpose of offering the property for sale; or
- c) offering to sell to a consumer, soliciting offers for or selling to a consumer any goods or property that belongs to a third person, or service to be supplied by a third person,

but does not include a person whose activities as an intermediary are regulated in terms of any other national legislation.

## 3. The responsibility of all System Users

1. It is the responsibility of the system user both customer and traveller (YOU/YOUR) to:
  1. Ensure correct departure dates, flight routings, flight times, class of travel and airline for flights have been selected before finalising **"The booking" or "the reservation"**.
  2. Verify the flight services for any selected flight with regards to flying time, stopovers, terminals, meals served and aircraft types before finalising **"The booking" or "the reservation"**.

3. Read the Rules before finalising "**The booking**" or "**the reservation**".
4. Ensure the correct car supplier and car type has been selected before finalising "**The booking**" or "**the reservation**".
5. Ensure the hotel supplier and room type has been selected before finalising "**The booking**" or "**the reservation**".
6. Ensure the number of travellers, traveller names and special requirements are correct before finalising "**The booking**" or "**the reservation**".
7. Verify the displayed pricing before finalising "**The booking**" or "**the reservation**".
8. Verify your complete itinerary before finalising "**The booking**" or "**the reservation**".
9. Re-verify your complete itinerary details received via email.
10. Notify the travel agent ('the Agents') immediately of any errors or omissions made, which may/may not be rectified without cost implications to YOU.
11. TRAVELSOFT TECHNOLOGY will not accept liability for any "**booking**" or "**reservation**" errors or omissions made on (YOU/YOUR) part once "**The booking**" or "**the reservation**" has been finalised.
12. Arrange adequate insurance against cancellation, delay, injury, medical expenses, personal liability and loss of baggage. Should the insurer dispute its liability for any reason, the customer shall have recourse against the insurer only.
13. Obtain valid passports, visas, vaccinations and inoculation certificates and to ensure that such documents remain valid for periods required by consular and other authorities.
14. Verify visa requirements, booking condition with the travel agents ('the Agents').
15. It is the responsibility of the system users to load and maintain their "**Traveller Profiles**".
16. TRAVELSOFT TECHNOLOGY will not accept liability for any "**booking**" or "**reservation**" errors or omissions made on (YOU/YOUR) part due to incorrect data or maintenance of the "**Traveller Profiles**".

#### 4. Liability

1. TRAVELSOFT TECHNOLOGY represents Suppliers as agents only. TRAVELSOFT TECHNOLOGY shall transmit any such booking to the travel agent ('the Agents') concerned and endeavour to secure timeously all reservations and arrangements.
2. All vouchers, receipts and tickets are issued subject to the travel agent ('the Agents') Conditions and, by accepting the vouchers and tickets and/or utilizing the services of travel agent ('the Agents'), YOU will become contractually bound to the Supplier thereof and your sole **right of recourse** will be against such Supplier.
3. Neither TRAVELSOFT TECHNOLOGY nor any holding, parent, subsidiary, affiliated or associated company or representative shall be liable for any **loss, injury of, or damage to YOUR person and/or belongings or death** whatsoever and you indemnify TRAVELSOFT TECHNOLOGY and the Suppliers accordingly. TRAVELSOFT TECHNOLOGY furthermore do not accept liability for any actions, errors or omissions on the part of any Supplier, which may be prejudicial to YOU or result in loss in any way or form whatsoever.
4. Suppliers may be **acquitted from responsibility** in that they act as agents themselves or have contracted out of liability, as may the ultimate principals such as hotels, car hire and coach operators, and it is therefore recommended that **appropriate insurance** be taken out for all travellers.
5. TRAVELSOFT TECHNOLOGY, travel agent ('the Agents') and the Suppliers will under no circumstances be liable for any **indirect and/or consequential loss or damages**.
6. TRAVELSOFT TECHNOLOGY, travel agent ('the Agents') will under no circumstances be liable for any fares and shopping pricing discrepancies rendered by the Galileo host system, these will be submitted on your behalf by the travel agent ('the Agents') for referral to Travelport, (the provider of the Galileo host system) for enquiry.

#### 5. Bookings, Change of Arrangements, Routes and Prices

1. **"The booking" or "the reservation"** refer to part, or all of the travel arrangements for transportation, accommodation, and other linked travel services made on behalf of a client with the travel agent ('the Agents') / Suppliers, and excludes services of a peripheral nature as described or similar to those described in clause 9.
2. Wherever possible TRAVELSOFT TECHNOLOGY will endeavour to systematically **confirm** the status of any booking, but we may not always be able to do so. In such cases, failure to **confirm** the booking status shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of TRAVELSOFT TECHNOLOGY;
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 TRAVELSOFT TECHNOLOGY, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc.) will be for **YOUR** account;
4. In the case of air tickets, full payment is required as per the applicable fare rule. If full payment is not received by the applicable date, the airline will automatically cancel the reservation.
5. In the event of that the travel agent ('the Agents') or any Supplier is unable to provide the service confirmed to YOU, the travel agent ('the Agents') should offer YOU **alternative arrangements** of similar classification, wherever possible in the same area;
6. No refunds will be considered for no-shows, or any unused services.
7. Payment conditions and policies of the travel agent ('the Agents') will be applicable at the time of making the booking. The travel agent ('the Agents') reserve the right to cancel any booking without prejudice, in the event of payment not being received;
8. The **booking price** provided to **YOU** ('the Booking Price') based on fares, hotel prices, land costs and other relevant costs ruling are deemed to be correct at the date the travel agent ('the Agents') Booking Confirmation.
9. The onus will be on YOU to check that there have been no **changes in the Booking Price** prior to making full payment.
10. **Airfares** are subject to the price and conditions quoted by the airlines and cannot be guaranteed by TRAVELSOFT TECHNOLOGY.

## 6. Payment and additional charges

1. Final payment (as specified in the Booking Confirmation) of the Booking Price for any booking is subject to the Payment conditions and policies of the travel agent ('the Agents').
2. Final payment is based upon the travel agent ('the Agents') invoice for the specified Booking plus any additional charges that may have been incurred.
3. Late bookings: Full payment is due immediately on confirmation and is non-refundable on all late bookings. Some bookings will require full payment at the time of reservation, i.e. prior to confirmation.
4. Aside from passport, visa and other peripheral service fees (additional fees – see clause 9 below), TRAVELSOFT TECHNOLOGY and/or the travel agent ('the Agents') reserves the right to claim the late booking charges, communications, consultation, administration and amendment fees where applicable and YOU undertake to pay such fees upon demand.
5. Overdue amounts will be subject to the travel agent ('the Agents') terms and conditions.
6. For the business traveller who has a corporate account with the travel agent ('the Agents'), the **terms for credit** are strictly as approved by the travel agent ('the Agents') credit control department upon completion of the travel agent ('the Agents') Credit Application Form. Until such credit is approved or if no credit is approved, payment for the complete booking (excluding any deposit already paid) must be made in cash upon acceptance of the Booking Confirmation.
7. Any invoice and/or statement received by YOU shall be payable in full and no deduction or alteration may be made by YOU should all or any part of the services booked be unused for any reason.
8. In the event that TRAVELSOFT TECHNOLOGY, the travel agent ('the Agents') and/or any Supplier has to incur **legal costs** for any reason whatsoever, YOU undertake to pay all legal fees (on an attorney and own client scale) upon demand.
9. **Credit card payments** are subject to due completion of and upon the terms and conditions specified by the travel agent ('the Agents').
10. Customers, who have **special requests**, must specify such requests to the travel agent ('the Agents') in the reservation. Whilst TRAVELSOFT TECHNOLOGY and/or the travel agent ('the Agents') will use its best endeavours to accommodate such requests, it does not guarantee that it will.

11. **Travel documents** released are subject to the travel agent ('the Agents') Standard Conditions of Business.

## 7. Currency Fluctuations

1. Any increase in fares, accommodation and other costs as a result of currency fluctuations or otherwise between the date of booking and the scheduled departure date shall be for (YOU/YOUR) account and shall be payable on request.

## 8. Insurance

1. TRAVELSOFT TECHNOLOGY and/or the travel agent ('the Agents') strongly recommend that the necessary travel insurance cover for the duration of the journey be purchased. The travel agent ('the Agents') will be able to advise you on the various types of cover available. YOU should especially consider cover against illness and cancellation.
2. Please note that various **credit card companies** offer limited levels of travel insurance, which TRAVELSOFT TECHNOLOGY and/or the travel agent ('the Agents') does not consider sufficient cover for international travel. Kindly check with the respective credit card company in order to obtain the specific details of the cover.
3. It shall not be obligatory upon the travel agent ('the Agents') to effect insurance for YOU except upon detailed instructions given in writing by YOU and all insurance effected by the travel agent ('the Agents') 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 the travel agent ('the Agents') shall not be obliged to obtain separate cover for any risks so excluded. The travel agent ('the Agents') shall not be under any obligation to effect a separate insurance for each customer, but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, YOU will have recourse against the insurers only and TRAVELSOFT TECHNOLOGY and/or the travel agent ('the Agents') will not be under any responsibility or liability whatsoever in relation thereto, notwithstanding that the premium of the policy may not be at the same rate as that charged by the travel agent ('the Agents') or paid to the travel agent ('the Agents') by YOU;
4. TRAVELSOFT TECHNOLOGY will not be responsible if YOU fail to take adequate insurance or no insurance cover at all;
5. Queries must be addressed to the principal insurer, as TRAVELSOFT TECHNOLOGY and/or the travel agent ('the Agents') shall not in any way be held responsible for any and/or all information advanced by its staff in this regard.
6. Once the insurance has been confirmed and paid for, YOU will be issued with a **policy document of the insurer** by the travel agent ('the Agents'). It is a complex document, which YOU must read BEFORE YOU initiate your travel so that you can address any queries YOU may have to the insurer PRIOR to YOUR departure.

## 9. Peripheral Requirements

1. The travel agent ('the Agents') will endeavour to assist YOU in obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve and other bank approvals, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with Suppliers and referred to as "the booking" or "the reservation".
2. However, due to the constant **changing nature** of such peripheral requirements and services. TRAVELSOFT TECHNOLOGY and/or the travel agent ('the Agents') **cannot be held liable** for ensuring that these requirements and services are provided correctly or timeously or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services, or if entry is denied for any reason, nor can TRAVELSOFT TECHNOLOGY and/or the travel agent ('the Agents') be held responsible for any change of requirements, delays or loss of passport caused by the consulates or embassies concerned.
3. Accordingly, the **responsibility** to obtain proper, current and valid passports, visas, vaccinations, inoculations and the like, where required, is YOURS alone.
4. It is strongly recommended that YOU liaise with the consultants or embassies concerned and/or contact the relevant health authorities or clinics yourself. The travel agent ('the Agents') can assist YOU with telephone numbers and addresses.

## 10. Cancellation/Amendment

1. In the event of cancellation of the booking for any reason whatsoever, partially or in full, by YOU or on behalf of YOU, the travel agent ('the Agents') reserves the right to claim the **service, administration, communication and cancellation charges** which will inter alia depend on the debits the travel agent ('the Agents') receive from its Suppliers;
2. YOUR attention is drawn to the **cancellation conditions and fees** specified in the Booking Confirmation (where applicable) and/or the Supplier Conditions.
3. **Failure to cancel** will result in the total booking cost being payable.

4. TRAVELSOFT TECHNOLOGY and/or the travel agent ('the Agents') reserves the right to discontinue and summarily cancel any agreement in respect of which **payments have 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.
5. Any cancellation must be in **writing**.
6. All onward travel arrangements (local and international) must be reconfirmed 72 hours prior to departure. Failure to do so could result in the cancellation of the remainder of YOUR itinerary and in the total booking cost being payable.

**11. Interpretation, Indulgence, Law Applicable, Jurisdiction and Domicilium**

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 South African Law and subject to **South African jurisdiction**;
3. 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;
4. No indulgence which TRAVELSOFT TECHNOLOGY and/or the travel agent ('the Agents'), ("the grantor"), may grant to YOU ("the grantee"), shall constitute a waiver of any of the rights of the grantor, who shall not hereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future;
5. The parties hereby respectively choose domicilium citandi et executandi for all notices and proceedings to be given and served in pursuance of this agreement at their respective addresses as given on the travel agent ('the Agents') Booking Confirmation. Either party may change its domicilium by written notice delivered by hand or sent by prepaid registered post to the other party.
6. This document reflects the only and full agreement between YOU and the travel agent ('the Agents') and any variation and/or extension thereof shall not be valid unless agreed to by both parties in writing and signed by both parties (and where necessary, provided such party is duly authorized);
7. In the event of a conflict and/or uncertainty in meaning and/or interpretation between this and any other document issued by TRAVELSOFT TECHNOLOGY and/or the travel agent ('the Agents'), this document will always take preference.

**THUS SIGNED AND AGREED TO BY THE RESPECTIVE COMPANY AS FOLLOWS**  
**AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012:**

\_\_\_\_\_  
**Company Name**  
 Director, duly authorised

\_\_\_\_\_  
**Travel Agency Name**  
 Director, duly authorised

\_\_\_\_\_  
 Witness: