

THE TRAVELLING AGENT (PTY)LTD

TERMS & CONDITIONS, INDEMNITY AND POPIA CONSENT

1. Acceptance of Terms

By requesting a quotation, making a booking, paying a deposit, providing traveler information, or authorizing The Travelling Agent (Pty) Ltd (“The Travelling Agent”) to act on your behalf, you acknowledge that you have read, understood and accepted these Terms and Conditions on behalf of all travelers included in the booking.

2. Role of The Travelling Agent

The Travelling Agent acts solely as an intermediary between travelers and third-party suppliers, including but not limited to airlines, accommodation providers, cruise lines, transport operators, tour operators, insurance providers, visa facilitation centers and other travel-related service providers.

The Travelling Agent does not own, manage, control or operate any of these suppliers and cannot be held liable for any acts, omissions, negligence, delays, schedule changes, cancellations, service failures or insolvency of such suppliers.

3. Quotations and Pricing

All quotations are subject to availability at the time of confirmation and payment.

Prices may change without notice due to:

- Currency fluctuations
- Airline fare increases
- Government taxes and levies
- Fuel surcharges
- Supplier-imposed increases
- Availability changes

No price can be guaranteed until full payment has been received and tickets, vouchers or confirmations have been issued.

4. Deposits and Payments

A booking will only be considered confirmed once the required deposit or full payment has been received and reflected in The Travelling Agent’s bank account.

Failure to make payment by the specified due date may result in automatic cancellation of the booking and applicable cancellation penalties.

5. Changes and Cancellations

All bookings are subject to the cancellation and amendment conditions of the relevant suppliers.

Cancellation fees, amendment fees, supplier penalties and administrative fees may apply.

The Travelling Agent cannot waive or alter supplier-imposed penalties.

6. Travel Documentation and Entry Requirements

Travelers are solely responsible for ensuring that they hold valid passports, visas, permits, vaccination certificates and any other documentation required for travel.

The Travelling Agent may provide guidance regarding travel requirements; however, the traveler remains responsible for verifying all requirements with the relevant authorities prior to departure.

The Travelling Agent shall not be held liable for denied boarding, refused visas, denied entry, deportation, missed connections or any costs arising from inadequate travel documentation.

7. Accuracy of Information Supplied

The traveler is responsible for ensuring that all names, dates of birth, passport details, visa information and other personal information supplied to The Travelling Agent are accurate and correspond exactly with official travel documents.

The Travelling Agent shall not be liable for any costs, losses, denied boarding, visa refusals, amendment fees or other consequences arising from incorrect, incomplete or inaccurate information supplied by the traveler.

8. Travel Insurance

Travel insurance is strongly recommended for all travelers.

Unless specifically confirmed in writing, travel insurance is not included in any quotation or booking.

The Travelling Agent shall not be liable for any loss, cancellation, medical expense, delay, baggage loss or other claim that could have been covered by travel insurance.

9. Force Majeure

The Travelling Agent shall not be liable for any delay, disruption, cancellation or loss caused by circumstances beyond its reasonable control, including but not limited to:

- Natural disasters
- Severe weather conditions
- Pandemics or epidemics
- Government actions or travel restrictions
- Civil unrest
- War or acts of terrorism
- Strikes or industrial action
- Airline operational issues
- Border closures

10. Supplier Schedule Changes

Airlines, cruise lines and other suppliers may change schedules, equipment, routes, departure times or services without notice.

The Travelling Agent will endeavor to notify travelers of any changes received from suppliers but cannot be held liable for any resulting inconvenience, losses or additional costs.

11. Refunds

All refunds are subject to supplier approval and the conditions of the relevant supplier.

Where a refund is approved, The Travelling Agent cannot guarantee processing times and shall not be liable for delays caused by suppliers, airlines, banks or other third parties.

Any service fees charged by The Travelling Agent may be non-refundable.

12. POPIA Consent

The Travelling Agent (Pty) Ltd processes personal information in accordance with the Protection of Personal Information Act, 4 of 2013 (POPIA).

By providing personal information, the traveler acknowledges and consents to such information being collected, processed, stored and shared where necessary to fulfil the requested travel arrangements.

This may include sharing personal information with:

- Airlines
- Hotels and accommodation providers
- Tour operators
- Car hire companies
- Insurance providers
- Cruise lines
- Visa facilitation centers
- Embassies and consulates
- Government authorities
- Immigration authorities
- Other travel suppliers involved in the booking

Personal information will only be processed for lawful purposes directly related to the services requested.

13. Confidentiality

The Travelling Agent undertakes to take reasonable measures to protect personal information against loss, unauthorized access, disclosure, alteration or misuse.

While reasonable precautions are taken, no electronic transmission or storage system can be guaranteed to be completely secure.

14. Indemnity

The traveler agrees to indemnify and hold harmless The Travelling Agent, its directors, employees, representatives and contractors against any claims, losses, damages, liabilities, costs or expenses arising from:

- Travel arrangements made on the traveler's behalf;
- Acts or omissions of third-party suppliers;
- Incorrect information supplied by the traveler;
- Failure to obtain required travel documentation;
- Events beyond the control of The Travelling Agent.

This indemnity shall not apply where loss or damage is caused by the proven gross negligence or willful misconduct of The Travelling Agent.

15. Jurisdiction

These Terms and Conditions shall be governed by the laws of the Republic of South Africa and any disputes shall be subject to the jurisdiction of the South African courts.

Client Declaration

I confirm that I have read, understood and accepted these Terms & Conditions and POPIA Consent on behalf of all travelers included in this booking.

Client Name: _____

Signature: _____

Date: _____

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Making Dreams a Reality