

MTT – TOURS: **TERMS AND CONDITIONS**

Terms and Conditions of Fair Trading Contract

A contract will not exist between Matjatji Travel and Tourism and the client until such time as Matjatji Travel and Tourism have received confirmation of, and payment for, the client's proposed travel.

Payment:

Confirmed reservations are payable in full within eight weeks of departure. Provisional reservations will automatically be cancelled if Matjatji Travel and Tourism has not received a signed Passenger Booking Form, together with the required payment, as applicable, within 7 (seven) working days of Matjatji Travel and Tourism receipt of the reservation request.

For reservations that include Air Flight Tickets Bookings, Matjatji Travel and Tourism is required by the relevant airline to issue the Air Flight Tickets within a specified time period from date of reservation. Should payment not have been received within this specified time period, Matjatji Travel and Tourism will be unable to issue the Air Flight Tickets, and the airline will automatically cancel the reservation. Please therefore refer to your confirmation for details regarding the ticketing time limits.

Matjatji Travel and Tourism will accept payment by Bank issued Cheque, Electronic Transfer (EFT) System, or Cash.

Credit Card:

A signed and validated Cardholders Authority to debit Credit Card form is the only recognized form of payment by Credit Card. If the card is a foreign Credit Card, the client will be requested to supply various other details. All payments to be made to Matjatji Travel and Tourism. Any charges levied to a client's Credit Card whilst abroad, by any third party whatsoever, are the client's responsibility, and Matjatji Travel and Tourism will not accept responsibility for

having these charges reversed or corrected upon the client's return to South Africa.

Cheques:

Only bank-issued cheques will be accepted. Please note that Matjatji Travel and Tourism requires 7 (seven) working days to clear all cheques before travel documents can be issued.

Cash or EFT:

Matjatji Travel and Tourism accepts cash or EFT transfers, subject to the condition that the EFT transmission report or the cash deposit slip is provided to us, and such payment has been confirmed as received by us.

Cancellations:

In accordance with the policy followed by members of IATA, SATSA and ASATA, once a reservation request has been confirmed by Matjatji Travel and Tourism, it becomes subject to cancellation fees in accordance with the following scale, unless otherwise specified. The following will be implemented for passengers who cancel their reservation within:

- 8 weeks prior to departure 25% of total tour price,
- 6 weeks prior to departure 30% of total tour price,
- 4 weeks prior to departure 50% of total tour price,
- 3 weeks prior to departure 80% of total tour price,
- 2 weeks prior to departure 100% of total tour price.

As dictated by the various service suppliers, institutions and airlines.

These conditions will be strongly adhered to and cancellation insurance is therefore strongly recommended. In accordance with the standard procedure adopted by all tour operators worldwide, Matjatji Travel and Tourism reserves the right to cancel any tour/travel arrangements prior to the passenger's departure, in which event the entire payment made to Matjatji Travel and Tourism will be refunded to the passenger, and any further obligation on the part of Matjatji Travel and Tourism will cease to exist.

Furthermore, all bookings are subject to the terms and conditions specified by the supplier of the services(s) supplied to the traveller. Matjatji Travel and Tourism will provide on request, the identity of the supplier, and such supplier's terms and conditions may include, but are not limited to, provisions regarding the cancellation or amendment fees applicable to confirmed reservations, refunds/no refunds for no-shows/unused services, late booking fees, baggage allowances, confirmation of flights, etc. In the case of airlines, the general cancellation fee applicable to tickets issued, is 25% (twenty-five percent), the typical baggage allowance is 20kg, extension of ticket validity is not permitted, and the customer must reconfirm his/her flight within 72 (seventy-two) hours of departure.

Insurance:

All passengers are strongly urged to obtain travel insurance, covering personal accident, medical expenses, loss of baggage, and loss of payments made to individual service providers as a result of cancellation and/or default on the part of individual service providers.

Tour Prices:

All tour prices are based on cost of Airfares, Accommodation, tariffs and rates of exchange applicable on date of quotation. All Tours/Travel prices are therefore subject to change, without prior notice, due to unforeseen increases in cost of Airfares, Accommodation, tariff adjustments or exchange rate fluctuations which may become effective up to, and including the day that full payment is affected.

Prices quoted on price inserts on any brochure, website or fax obtained from Matjatji Travel and Tourism, are based on prices of Airfares, Accommodation, Land costs, tariffs and rates of exchange applicable on the date shown on the price insert on the brochure, website or fax, and Matjatji Travel and Tourism reserves the right to adjust tour prices at the time of booking in accordance with any increases in cost on such airfares, accommodation, land costs, tariffs and rates of exchange. All information contained in the Matjatji Travel and Tourism price insert on any brochure, website or fax are, to the best of Matjatji Travel and Tourism's knowledge, true and correct, and Matjatji Travel and Tourism accepts no liability for any errors or inaccuracies contained in such

price inserts.

Not Included In Tour Price:

Tour prices do not include Airport Taxes, Local Hotel Tourism Rates/Levies, Car rental Contract levies, cost of obtaining Visas and Passports, Telephone calls, Laundry, Entertainment, Meals/Beverages and other items of such nature, unless actually specified in the itinerary/tour program (Meal for the Guide and the Driver, pay by the Client/s own Account).

Over Bookings:

Matjatji Travel and Tourism take all reasonable steps to ensure that a client's accommodation, as reserved by Matjatji Travel and Tourism, is available upon his/her arrival at any destination. However, in rare incidences, without any prior notice being supplied to Matjatji Travel and Tourism. Travellers have arrived at certain destinations, and found that the accommodation reserved by Matjatji Travel and Tourism on behalf of the traveller, is no longer available, due to overbooking on the part of the supplier.

In the event that such a situation arises, and Matjatji Travel and Tourism is advised of such overbooking prior to the traveller's departure, Matjatji Travel and Tourism undertakes to inform the traveller without delay, and either offer the traveller alternative accommodation of at least a comparable standard (if available), appropriate compensation if the alternative accommodation is sub-standard to the accommodation originally reserved, or a full refund of the payment made to Matjatji Travel and Tourism for such accommodation, within 21 (twenty-one) days.

In the event that such a situation arises, and Matjatji Travel and Tourism is not advised of such overbooking prior to the traveller's departure, Matjatji Travel and Tourism undertakes to offer the traveller appropriate compensation if the alternative accommodation secured by either Matjatji Travel and Tourism or the traveller is sub-standard to the accommodation originally reserved, or a full refund of the payment made to Matjatji Travel and Tourism for such accommodation, within 21 (twenty-one) days.

Lost / Stolen Flight Tickets:

Any loss or theft of a flight ticket must be reported to Matjatji Travel and Tourism immediately. Certain airlines will not authorise Matjatji Travel and Tourism to issue a replacement ticket if such ticket is lost or stolen before the traveller departs South Africa. In such an instance, the traveller will be required to purchase a replacement ticket, at his/her own cost, and await authorization for a refund from the airline, which authorization could take up to 12 (twelve) months to be issued. Should the airline authorise Matjatji Travel and Tourism to issue a replacement ticket, Matjatji Travel and Tourism will do so, and the cost of re-issue will be for the traveller's account.

In the event that a flight ticket is lost or stolen while the traveller is abroad, it should be noted that certain airlines will not issue replacement tickets, and it will be the traveller's responsibility to purchase a replacement ticket at his/her own cost, at the local fare. Upon return to South Africa, it is the traveller's responsibility to immediately report the lost or stolen flight ticket at his/her local police station, and to provide Matjatji Travel and Tourism with proof of such report. The traveller may then make application to Matjatji Travel and Tourism for reimbursement of the cost of the replacement ticket, and such reimbursement will be entirely at the discretion of the airline concerned.

Airline Refund Procedures:

Refund policies vary greatly between airlines. In addition to the above requirements, the relevant e-ticket/boarding pass should be supplied to Matjatji Travel and Tourism, who will present it to the relevant airline for assessment as to whether the airline will issue a refund, or not. Should a refund be authorized by the airline, such refund, less any cancellation and administration charges, will be paid to Matjatji Travel and Tourism by the airline, within 16 (sixteen) weeks to 1 (one) year depending on the circumstances.

Dependent on the method of payment by the traveller to Matjatji Travel and Tourism for such flight ticket, the refund, should one be granted, will either be deposited to the traveller's Credit Card, or Bank Account.

Any refund which is authorized for part-used or return halves of tickets will be less than the pro rata rate shown on the face value of such ticket.

The expiry period for refunds on E-tickets is 12 (twelve) months. E-ticket refunds must therefore be applied for within 12 (twelve) months of date of issue.

Tour Itineraries:

Tour itineraries/travel arrangements are subject to alteration where necessary according to local conditions en route, without prior notice. Due to various prevailing/unforeseen circumstances, tours are not always able to follow the provisional/suggested routing as set out in the tour brochure/published itinerary. Information contained therein should therefore be regarded as a basic guide only. While it is possible for a passenger to break away from a planned holiday itinerary after departure, it should be noted that any extra expenses incurred as a result of such break away will be for the passenger's account, and the cost of any unused service will not be refundable. Amendments and cancellations en route must be arranged with Matjatji Travel and Tourism operators directly.

Whilst every effort is made to keep to all confirmed itineraries, Matjatji Travel and Tourism reserve the right to effect changes/amendments which would enhance the traveller's convenience. In addition, since travel arrangements are planned in advance, but Matjatji Travel and Tourism does not own or control the airlines, hotels and/or other supplier companies which will provide the traveller with various holiday components, it should be noted that changes and even cancellations can occasionally become necessary. Therefore, in the event that any services/products such as hotel accommodation, excursions, services, flights, etc. are properly confirmed by Matjatji Travel and Tourism, and notwithstanding this, are unavailable for any reason whatsoever, Matjatji Travel and Tourism cannot and does not accept liability.

- Air transportation will be economy class, unless otherwise specified.
- No refund will be considered for any unused service, irrespective of whether such unused service forms part of the basic inclusive tour price, or is in respect of a pre-booked optional arrangement.

Amendment Fee:

There will be no charge for the first amendment per booking. However, a fee of R350.00 plus VAT per party, per amendment, will be levied for every subsequent change.

Late Bookings:

A minimum late booking fee of R300.00 plus VAT, per booking, will be levied in respect of all reservations received within 5 (five) working days of the departure date, in order to cover urgent communication/administration expenses.

Promotions and Competitions:

Competition and promotion notifications posted on our website, or in any other electronic form, will be subject to the specific terms and conditions as referred to in such notifications.

Confidentiality:

Any personal information supplied to Matjatji Travel and Tourism by clients, will be treated in the strictest confidence.

Frequent Flyer Programs:

Most major airlines now offer membership to their Frequent Flyer programs. These programs allow travellers to accumulate bonuses and benefits based on the amount of travel undertaken. Matjatji Travel and Tourism will include client details on such programs when bookings are made. However, calculations regarding bonuses and benefits earned is at the sole discretion of the program operator, and whilst Matjatji Travel and Tourism can assist in the redemption of such bonuses and benefits, the company cannot guarantee any amounts involved.

Documentation:

It is the personal responsibility of the traveller to ensure that he/she is in possession of all the necessary travel documentation, prior to departure. Matjatji Travel and Tourism does not accept any responsibility whatsoever arising from the traveller's failure to ensure that he/she has complied with the

necessary health/passport/visa requirements.

Reconfirmation of Reservations:

Travellers are reminded of the importance of reconfirming their onward/return flight reservations, upon arrival at each destination. Failure to do so may result in cancellation of reservations.

Passports, Visas, Vaccinations and Inoculations:

Obtaining proper, current and valid passports, visas, vaccinations, inoculations and the like, where required is the responsibility of the traveller. Matjatji Travel and Tourism will not be responsible or liable for any consequence arising from any traveller's failure to ensure that he/she has complied with all such requirements. The traveller must ensure that his/her passport is valid for at least six months beyond the end of the imminent travel period. In addition, South African residents travelling on a foreign passport must ensure that they obtain the necessary documentation from the Department of Home Affairs prior to departure. Whilst Matjatji Travel and Tourism will assist where necessary, upon request, the company accepts no liability for any traveller's failure to ensure that he/she is in possession of all the necessary travel documents.

Responsibility and Liability:

Matjatji Travel and Tourism acts as an agent 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 as a result of any service provider's failure to carry out any service on Matjatji Travel and Tourism's behalf. Matjatji Travel and Tourism will make every effort to ensure that all arrangements and services relevant to a traveller's itinerary are carried out as specified, and in the most effective way possible. However, since the company does not have direct control over the provision of services by suppliers who are, in all cases selected with the utmost care, Matjatji Travel and Tourism cannot accept liability for any errors and omissions on the part of such suppliers

Complaints:

In the event that a Matjatji Travel and Tourism client has reason for complaint, i.e. he/she experiences problems whilst on holiday or abroad, he/she should immediately submit a written complaint to:

- Email: info@mtt-tours.co.za, giving full name and details of the complaint, Compliments and suggestions.
- The supplier of such service.
- Fax : 086 551 2179

Whilst every effort will be made by Matjatji Travel and Tourism to resolve the complaint to the client's satisfaction, it should be noted that Matjatji Travel and Tourism cannot accept liability for any claim arising from such complaint.

General Information:

Taxes:Matjatji Travel and Tourism undertake to advise clients of all mandatory taxes payable, prior to departure. However, since many countries charge departure taxes that can only be paid locally, we recommend that clients retain sufficient local currency to meet such charges, details of which can be obtained from the relevant airline, when reconfirming flights.

Special Requests:Matjatji Travel and Tourism will pass on to the service provider any special request made by a passenger at the time of booking. However, the granting of such requests is at the discretion of the airline or other service provider, and confirmation from Matjatji Travel and Tourism, whether verbal or in writing, that a special request has been passed on to the service provider, is no guarantee that the request will be granted.

Medical:If a client or any member of his/her party has any medical problem or disability which may negatively impact on a holiday booked by Matjatji Travel and Tourism, he/she needs to provide written details of such medical problem/disability to Matjatji Travel and Tourism at the time of booking. If Matjatji Travel and Tourism consider it impossible to properly accommodate the particular needs of the person concerned, the company reserves the right

to decline such reservation or, if full details are not provided at the time of booking, the company reserves the right to cancel such reservation when it becomes aware of these details.

Renovations: Please be aware that hotels undergo renovations from time to time, and most hotels take all possible steps to limit disruption to their guests during these periods. If Matjatji Travel and Tourism is advised of the dates on which such renovations will take place, client reservations will not be requested from the relevant hotel/s during this period. However, in the event that Matjatji Travel and Tourism reserves accommodation for a client/s at a particular hotel, and is subsequently notified that renovations are/were taking place during the period of the client/s stay at such hotel, Matjatji Travel and Tourism reserves the right to refuse any refund to the client for any unused portion of his/her stay at such hotel.

Charges to Client/s Credit Card: Any charges levied to a client's credit card whilst abroad, are the client's responsibility, and Matjatji Travel and Tourism will not be held responsible for having such charges reversed or corrected upon the client's return to South Africa.

Contract Rates:

In accordance with standard industry practice, most of Matjatji Travel and Tourism's foreign hotel rates, airport transfers and other tour/travel/cruise/transport arrangements, etc. are contracted on an annual basis, 12 (twelve) months in advance. In most instances the seasonal net tariffs applicable to high volume producing wholesalers generally represent savings over the normal public rack rates that would ordinarily be applicable to individual members of the public.

There may however be times where certain travel/accommodation suppliers advertise short term discounted 'special offer' rates which are essentially intended for their own domestic markets. In such instances, those rates may undercut Matjatji Travel and Tourism confirmed advance booking/contracted prepaid international market rates. When individual suppliers exercise their inherent right to adopt any short-term tactical discounting policy for distressed inventory, it is generally as a result of an unforeseen downturn in the normal

anticipated booking trends, or as a means to counter offers made by competitors during depressed market conditions.

This sometimes has the effect of causing a temporary 'price war' in the local market amongst competing suppliers and tour operators. Upon signature of Matjatji Travels and Tours Booking Form/entering into a contract with Matjatji Travel and Tourism clients acknowledge that our rates are contracted for in advance, and that once accepted, situations as explained above may occur. Accordingly, Matjatji Travel and Tourism will not be held liable for any price discrepancy that may arise between the contracted tariffs offered for the advance booking services provided, or any possible short term lower market rate tariff differentials that may be available to direct customers, from time to time.

Standard Trading Conditions:

Matjatji Travel and Tourism acts as an agent on behalf of local and international suppliers of accommodation, transportation, cruise, rail and other general travel-related services. Whilst every effort is made to ensure that our preferred suppliers fulfil their obligations to our clients, Matjatji Travel and Tourism and their associated companies cannot be held liable for any injury, damage, loss, accident, delay or any other irregularity that may be occasioned by any defect in any vehicle or other form of conveyance, or by error or default on the part of any company or person engaged in carrying out the tour/travel arrangements, conveyance of passengers, or any act or omission on the part of such suppliers. Matjatji Travel and Tourism subscribes to the general policies adopted by members of, IATA, SATSA and ASATA, and accordingly does not accept responsibility or liability for the financial default of any service provider, which may result in the non-performance of obligations to the passenger in respect of pre-paid travel arrangements reserved by Matjatji Travel and Tourism, acting in the capacity of agent, on behalf of such suppliers.

Third Party:

The travel products and services promoted via Matjatji Travel and Tourism website are the products and services of third party suppliers. Matjatji Travels and Tours facilitate travel arrangements for clients, including the processing of

bookings, and payment for such bookings. However, as Matjatji Travel and Tourism acts as an agent for third party suppliers, any legal relationship exists between Matjatji Travel and Tourism clients and such third party suppliers and their products and services. It is therefore important that Matjatji Travel and Tourism clients understand the terms and conditions applicable with regard to such third party supplier's products and services, and agree that any violation of such third party supplier's terms and conditions may result in cancellation of the client's reservation or purchase.

Website Online Booking Services:

On-line bookings are the sole responsibility of clients utilizing the facility, and the after-hour emergency service rendered by Matjatji Travel and Tourism does not apply. In addition, Matjatji Travel and Tourism will not be held responsible for any complaints, cancellations, refunds or service breakdowns whatsoever relevant to on-line bookings.

Emergency After Hour Services:

Matjatji Travel and Tourism offer an after-hour emergency service for corporate clients, for which an after-hour fee is levied.

Force Majeure:

Matjatji Travel and Tourism does not accept liability for any contractual obligation entered into between Matjatji Travel and Tourism and any client, which is subsequently cancelled due to the service supplier's inability to provide such service, as a result of the threat or actual occurrence of: war, riot, civil strike, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, or any and all similar events outside Matjatji Travel and Tourism control.

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Email: info@mtt-travels.co.za

Website: <http://www.mtt-travels.co.za>

Matjatji Travel and Tourism 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 at issue may exceed the limits of such jurisdiction.

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