

Alivia's Trading CC Standard Terms and Conditions (STC)

t/a Alivias Travel

Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between you and Alivia's Trading CC. We act as booking agents for the suppliers of the component parts of the holiday/flights we organise, and as such, bookings for their services will form a direct contract between you and the relevant supplier, and will be subject to that supplier's standard terms and conditions. Alivia's Trading CC will provide you with the identity as well as terms and conditions of all Third Party Service Providers, if such terms and conditions are in the possession of the Alivia's Trading CC Travel Agent. It is you as the clients responsibility to familiarise yourself with such terms and conditions and to obtain further clarity regarding the terms and conditions imposed therein.

Alivia's Trading CC may refer to themselves as 'agents' from time to time but are not agents for any third party/ies.

1. Quotations

Quotations are only valid on the day of quotation due to currency fluctuations and availability.

2. Bookings

Bookings, excluding late bookings as referred to hereunder, will be confirmed on the condition that a non-refundable deposit, of a minimum of 25% of the total package price, is paid to Alivia's Trading CC within 72 hours of confirmation of your bookings. You will be advised at the time of booking what payment is required for your particular arrangements. All outstanding amounts / balances must be paid no less than eight weeks prior to departure/unless other arrangements was made. Any booking request within eight weeks of departure requires full payment. Please note: FAILURE TO PAY ON TIME WILL RESULT YOUR BOOKING TO BE CANCELLED AUTOMATICALLY WITHOUT PRIOR NOTICE.

If you request or instruct the Alivia's Trading CC Travel Agent to make bookings via the Internet, you irrevocably authorise the Agent to do the following on your behalf:

- 2.1 Select arrangements for/and create the booking:
- 2.2 Make payment and
- 2.3 Accept booking conditions

You irrevocably consent to being bound to any terms and conditions including the fare rules for the airlines in question and acknowledge to have read the terms and conditions

3. Verification of Travellers Names and Travel Details

It is important that you provide the Alivia's Trading CC Travel Agent with the traveller's names as per the passengers/s travel documents. Failure to do so could result in denied boarding or deportation due to name mismatch information. Please confirm that all of the travel arrangements, itinerary details and documents are correct. Once documents have been issued changes could incur financial penalties imposed by the service providers (s) and these will be for your the clients own account.

4. Late Booking Fee & Communication Expenses (Telephone Calls)

In the event of a booking (except South Africa bookings) being made less than 7 days prior to the date of departure, Alivia's Trading CC reserves the right to charge for any extra communication expenses. Full payment is due immediately on confirmation and is non-refundable on all late bookings. Some bookings require full payment at the time of booking i.e. prior to confirmation. If we are unable to secure a confirmed booking, Alivia's will refund the client in full.

5. Price Changes

Whilst every effort is made to ensure accuracy and availability, some errors might still occur. For example, very occasionally, this may result in a price, product or service or other detail displayed or presented by Alivia's Trading CC being incorrect or not available. Once aware of such incidents, we will make all reasonable effort to advise you within 48 business hours of the booking being made or product purchase. We reserve the right to cancel the booking/order and refund all monies paid, or if applicable, you have the choice to pay any additional increase in price, should there be one. We will not cancel any booking/order without your prior knowledge

The costs associated with travel arrangements are not always stable, and currency movements can fluctuate sharply. It is impossible to predict these movements in advance. When you book a package through us, we reserve the right to pass on any surcharges to you. 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 ports and airports, or exchange rates applied to the particular package.

Alivia's Trading CC guarantees the price of land arrangements, only once full payment is received.

Airfares are subject to the prices and conditions quoted by the particular airlines and cannot be guaranteed by Alivia's Trading CC. The onus is on the agent & the passenger to check that there have been no changes in these prices before making final payment thereof.

Should the client make a group reservation & subsequently the group numbers deviate from the minimum number required for the booking, Alivia's reserves 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 cancellation of the booking and forfeiture of all payments made.

6. Payment

We accept EFT transfers or cash deposits into one of our bank account, subject to condition that the EFT transmission report or the cash deposit slip is provided to us and such payment has been confirmed as received by ourselves. Payment needs to reflect in our account before any airline tickets will be issued by us or any 3rd party operators.

Final payment for any booking must be made upon confirmation of the booking, unless specific arrangements have been made with the Alivia's Trading CC Travel Agent and such arrangement confirmed in writing by the Alivia's Trading CC.

Aside from passport, visa and other peripheral service fees (additional fees), the Alivia's Trading CC Travel Agent reserves the right to claim late booking charges, communications, consultation, administration and amendment fees where applicable. If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a courier service, which will be for your account or the booking may be cancelled. Late payment may also result in cancellation of the reservation by the Third Party Service provider.

7. Insurance

Alivia's Trading CC strongly recommends that all clients take out comprehensive insurance cover for cancellation, medical expenses, evacuation and repatriation expenses, personal accident, personal baggage, money and public liability before you travel. Alivia's Trading CC will not be responsible or liable if the client fails to take adequate insurance cover or at all. It shall not be obligatory upon Alivia's Trading CC to effect insurance for the client except upon detailed instructions given in writing and all insurance effected by Alivia's Trading CC pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or the underwriters accepting the risk, and Alivia's Trading CC shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason; the client will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the client will be issued with a policy document of the insurer. It is a complex document, which must be READ BEFORE you initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure. Please note that various credit card companies offer limited levels of travel insurance, which Alivia's Trading CC 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.

In some instances, tour operators may deny you on a holiday tour unless you have arranged satisfactory insurance.

8. Inclusions

Transport, accommodation, meals, sightseeing and admission fees as mentioned under 'what's included' on your invoice.

All other items not specified in this section will be for your own account for example but not limited to personal expenses, personal insurance, medical fees and airport departure taxes.

9. Flight and Other Travel Timings

Airlines provide flight schedules and timings 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 on any itinerary or tickets which you receive. All timings are estimates only, and we do not accept any liability for any delay, however arising, or for any schedule alterations. Alivia's Trading CC takes no responsibility in the event of an airline's default, cessation of service on a ticketed route or schedule change. Travel insurance that covers airline default is highly recommended.

10. Flight Reconfirmation

It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys once leaving South Africa and Alivia's Trading CC hereby specifically excludes any liability for any delay and/or loss as a result of your failure to reconfirm any flight and/or connecting flight.

11. Documents

Documents (vouchers, itineraries, etc.) are only prepared on receipt of full payment of the package price, and signed & completed Booking Form, documents will be released at least 2 weeks before departure but in accordance to visa process timings

Paper-tickets will incur a courier fee and will be for the client's account.

It is important that you check all details of your travel documents (including your itinerary) prior to your journey booked by Alivia's Trading CC. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact us immediately. Alivia's Trading CC will not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof.

Your travel advisor will confirm whether you require paper or electronic tickets for travel. If you have an electronic flight ticket, you will need to present your itinerary at check-in for travel. If you have a paper ticket arrangements for courier delivery will be made for your own account.

12. Unscheduled Extensions

In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes, or any other cause which is beyond the control of Alivia's Trading CC, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation etc.), will be for the account of the passenger. Alivia's Trading CC accepts no liability for changes, omissions or delays before or during the course of any holiday occasioned by technical difficulties, weather conditions, strikes or communication breakdowns or the like.

13. Changes by Client / Representative

If you wish to make a change to your booking we will endeavour to assist you to make the change wherever this is possible. You will have to pay all charges, 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.

An administration fee from R350 per person fee (subject to change) will be charged for each amendment and / or cancellation.

Routing changes (including adding, removing, or changing stopovers or connections) will from time to time not be permitted. This will be dealt on a case to case basis. All change fees and cost incurred will be for the clients own account.

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, this includes any breakaways.

Amendments and cancellations en route must be made with our operators/airlines directly however some changes may only be changed through the Alivia's Trading CC agent. Availability of seats and date change fees are subject to the airlines policies and fare rules.

14. Cancellation by Client / Representative

If you wish to cancel your booking you must advise your agent immediately, who will in turn advise any involved suppliers. You will be liable to pay the following cancellation charges:

Where your booking includes a special fare, the relevant charges are levied by the airline. In some circumstances this may be 100% of the total fare, regardless of when cancellation is requested.

Where your booking is for a package, you will be responsible for all cancellation charges, of whatsoever nature, imposed by the suppliers providing the component parts of such travel arrangements.

Alivia's Trading CC charges a cancellation fee equal to 20% of the package price on any finalised booking. However, Alivia's Trading CC reserves the right to charge a cancellation fee of up to 100% of the total package, in its sole discretion, in particular circumstances. Any monies, which you have already paid to us, will be taken by us as payment or part payment of any cancellation charges.

15. Our Right to Change Your Travel Arrangements

A significant change to your travel arrangements would include a change in the departure date from South Africa or prior to departure from another country where you are not based in South Africa but always before journey specifically booked through Alivia's Trading CC; 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. In these instances of significant changes to your travel arrangements Alivia's Trading CC undertakes to advise you thereof as soon as reasonably possible before your departure date to obtain your further instructions in this regard.

All other changes are minor changes. A minor change can be made at any time and, if practicable, we will advise you of any such change prior to departure but we are not obliged to do so. Such minor changes may be made by Alivia's Trading CC, in its discretion, who will not be responsible or liable for the payment of compensation to you as a result of such minor changes.

Every effort is made by Alivia's Trading CC to adhere to confirmed itineraries; however, we reserve the right to make changes to your travel arrangements when it becomes necessary to do so.

Should any travel component be confirmed by Alivia's Trading CC and this component is cancelled by the supplier for whatsoever reason, then in such instances Alivia's Trading CC will accept no liability for the cancellation thereof.

(Wholesaler) reserves the right to cancel a tour prior to departure due to insufficient numbers or other unforeseen circumstances.

16. Lost/Stolen Flight Tickets

The loss or theft of a ticket must be reported to Alivia's Trading CC immediately. Certain airlines will not authorise Alivia's Trading CC to issue a replacement ticket if such ticket is lost or stolen before the passenger leaves South Africa. In the latter instance you will be required to purchase a new ticket, at your own cost, until such time as Alivia's Trading CC receives authority from the airline to make any refund to you, and with authority could take up to 12 months. Should the airline authorise Alivia's Trading CC to issue a replacement ticket Alivia's Trading CC will do so and a re-issue fee, per ticket, will be applicable

Should your ticket be lost or stolen abroad it should be noted that certain airlines will not issue a duplicate ticket and it will be your responsibility to purchase a new ticket abroad at the local fare. Upon your return to South Africa you may make application to Alivia's Trading CC for a refund of the amount spent by yourself on the lost or stolen ticket, but it is specifically recorded that any refund will be entirely at the discretion of the airline concerned which may take up to 12 months to authorise.

It is your responsibility to report the lost or stolen ticket to the police and to provide Alivia's Trading CC with the proof of such report if required.

17. Airline Refund Procedures

Refund policies of the various airlines vary greatly. Tickets returned to Alivia's Trading CC, will be presented to the relevant airline for assessment. Should a refund be authorised, such refund will be made to you, less any cancellation or administration charges.

If payment for the ticket was made to Alivia's Trading CC by credit card, the refund will be made to your credit card. Cash payments will be refunded by EFT.

Partly used tickets will be refunded at less than the pro rata rate on the face value of such ticket.

Refunds may take up to 12 weeks to process although this time frame cannot be guaranteed by Alivia's Trading CC

Unused tickets must be returned to Alivia's Trading CC for a refund within one year from the date of issue or they will be regarded as expired by the airline and have no refund value.

18. Complaints

In the event that you have any reason to complain, or experience any problems with your holiday whilst away, you must immediately inform the supplier of the services in question.

If you are still dissatisfied, you must notify Alivia's Trading CC immediately to enable us to resolve the problem. Failure to give us the opportunity to resolve any problem at the time it occurs may result in either a reduction, or complete extinction, of any rights which you may have to claim compensation.

If you remain dissatisfied, contact the Customer Services Manager within 28 days of the unsatisfactory service, giving your booking reference and full details of your complaint on email: aida@alivias.co.za or fax to 086 511 6432.

Whilst every effort will be made to resolve your complaint to your satisfaction, it is specifically recorded that Alivia's Trading CC in no way accepts liability for any claim.

19. Passports, Visas and Health

It is entirely the clients duty to ensure that all passports & visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, where required, have been obtained. Passports must be valid for 6 months after return to South Africa and most countries require machine readable passports. Please check the requirements with your travel agent before travelling. Alivia's Trading CC will endeavour to assist the client but such assistance will be at Alivia's Trading CC discretion and the client acknowledges that in doing so, Alivia's Trading CC is not assuming any obligation or liability and the client indemnifies Alivia's Trading CC against 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 Alivia's Trading CC mirror those details shown on their passport for international travel and ID documents for local travel.

Alivia's Trading CC and s/he agents cannot be held responsible for: Denial of your visa application for any reason. Delay of issuance of your visa by the relevant consulate or High Commissions, loss of your passport(s) by the consular office and/or courier, change in visa costs and requirements, financial losses incurred as a result of a visa application being denied.

20. General Information

Alivia's Trading CC will advise you of all mandatory taxes, which you must pay before departure. However, many 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.

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.

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 reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation. We reserve the right to cancel the reservation should we become aware of any such medical problem or disability which has not been disclosed.

Renovations: Hotels undergo renovations from time to time and take all possible steps to limit disruption to their guests. 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, dates may be provided. It is important to remember that these are subject to change and we are not always notified.

Charges to your credit card: Any charges made to your credit card whilst away are your responsibility. Alivia's Trading CC will not be responsible, nor accept responsibility for having these charges reversed or corrected upon return to South Africa.

Drivers Licence: If clients intend to drive a rental car, a valid South African licence and a International Driver's Licence is required

Confidentiality: Subject to statutory constraints or compliance with an order of court, Alivia's Trading CC undertakes to deal with all client information of a personal nature on a strictly confidential basis.

21. 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 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, fire and all similar events outside our control.

22. Responsibility and Limitation of Liability

Alivia's Trading CC 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. Alivia's Trading CC 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), 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.

23. Jurisdiction of the Magistrate's Court

Alivia's Trading CC, 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.

24. Legal

This document together with Alivia's Trading CC Invoice email/Alivia's Trading CC Invoice / Itinerary constitutes the sole record of the agreement between the parties. No party shall be bound by any representation, warranty, and promise of the like not recorded herein. Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Alivia's Trading CC or otherwise that is not included herein. No addition to

the Alivia's Trading CC 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 client scale incurred by Alivia's Trading CC in recovering any damages and payments payable by the passenger to Alivia's Trading CC 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. The passenger hereby consents to the jurisdiction of the Magistrates Court having jurisdiction over its person in respect of all proceedings in connection with this agreement.

Wherever possible, the Alivia's Trading CC Travel Agent will endeavour to confirm the status of any booking in writing, but we may not always be able to do so. In such cases, failure to provide written confirmation shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of the Alivia's Trading CC Travel Agent.

25. 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")

26. Updating of these Terms and Conditions

Alivia's Trading CC reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions on the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

27. Website authenticity

Alivia's Trading CC put a great deal of effort into the website. Alivia's Trading CC will not be liable for information and content given; which are compiled with care and published in good faith. Sometimes, because of circumstances outside our control, we have to alter some tours and packages without prior notice.

From time to time, Alivia's Trading CC may place photography or other recordings on the estate and any images or recordings may feature clients. Clients consent to the use of such images by Alivia's Trading CC in connection with advertising, promotions or monitoring and acknowledges that the copyright in such images rests with Alivia's Trading CC.

28. Airline conditions of contract www.iataonline.com