



# DISCOVER AFRICA'S WONDER

THE *Sun* LUX COLLECTION

## EMPIRE INC ZA Terms & Conditions

*Tour Operator Terms of Business*

### **Background**

Empire Inc ZA arranges and provides holidays and excursions by coach, ferry's, boat's vintage cars and air to customers, upon the following terms and conditions.

### **1. Definitions**

These definitions apply unless the context of the Agreement requires a different interpretation:

1.1. "Booking" means any placing of a request by the Client, in person, in writing or by telephone, for the Client or someone else to be included in a Holiday, either direct to Empire Inc ZA or through any authorised agent, together with full, cleared deposit payment of 50% for the Holiday, as advertised;

1.2. "Confirmation" means the paperwork issued by Empire Inc ZA detailing the holiday that has been purchased;

1.3. "Client" means the person who applies (directly or indirectly) to Empire Inc ZA for a Holiday. This includes, but is not limited to, a person who applies for his/her own use

or benefit or that of any other person and whether applying as principal, agent or sub-Contractor. The Client may include any person over the age of 18 years or any minor accompanied by such person;

1.4. "Holiday" means hotels, transfers, excursions and tours advertised from time to time, with itinerary and price, to be arranged by Empire Inc ZA, as described in any of its advertising;

1.5. "Empire Inc ZA" means K2015262457 (Pty) Ltd of P O Box 1543, Cramerview, Bryanston, 2060, trading as Empire Inc ZA and/or anyone acting for or on behalf of K20152622457 (Pty) Ltd trading as Empire Inc ZA provided that such person has been duly authorised and is acting within the scope of duty.

1.6. "Traveller" means any person (whether or not such person is the Client) who utilises or obtains any benefit from the services supplied by Empire Inc ZA; and

1.7. "Writing" includes electronic writing.

## **2. Booking**

### *2.1. Authority*

2.1.1. Whether the Client books alone or as a group, Empire Inc ZA will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations.

2.1.2. The Client must be at least 18 years old at the time of booking and possess the legal capacity and authority to book as the lead name and travel on holidays with Empire Inc ZA and take up the offers advertised by Empire Inc ZA if they are still available.

2.1.3. The Client is deemed to have read and accepted these Terms and Conditions and to have the authority to do so on behalf of the person in whose name the Booking is requested and/or provided and/or the person to whom the services are rendered.

2.1.4. Any person who is under 18 years old must be accompanied by an adult on his/her or her journey.

### *2.2. Travellers details and documents*

2.2.1. In order to make a booking, Empire Inc ZA will require the Client's passport and Income Tax number by 12pm midday (noon) the day after the Client has made the booking. Failure to provide this information may result in the booking not being confirmed.

2.2.2. The Client is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of the Travellers and for passing on any information regarding the booking or any changes made in relation thereto, to all Travellers, including but not limited to, information on schedule changes or copies of booking confirmations.

2.2.3. Other documents that may be required for the Client's journey are the Client's identity document, an international driver's license, inoculation certificates and hotel, car and excursion/tour vouchers. The Client is to please ensure that he/she checks all of these documents at the time of issue where applicable, prior to the Client's departure.

2.2.4. The Client is responsible for obtaining any necessary visas and travel permits for all countries that the Client will be travelling to or transiting through, and for informing him/herself as to which countries/areas within countries require visas and/or special permits. Visa and entry requirements may vary depending on the Client's nationality, the length of stay, and the purpose of the visit, among other factors. Visa information and visas can be obtained by contacting the Consulate or Embassy of the countries involved or from a visa service company.

2.2.5. It is the Client's duty to ensure that all passports and visas are current, valid, obtained on time and that the Client's passport will be valid for 6 (six) months to 1 (one) year after the Client's return to his/her home country and contains sufficient blank pages (for visa issuance) and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained.

2.2.6. It is the Client's duty to ensure that he/she has complied with the Immigration Regulations of 2014:

2.2.6.1. The Department of Home Affairs has imposed a new regulation for those travelling with a child (person under the age of 18). This new regulation requires that, in addition to his/her passport, a child's unabridged birth certificate is required in all international travel to and from South Africa. Where a child is not accompanied by both parents, the parent travelling with the child needs to present the child's passport, unabridged birth certificate and affidavit from the absent parent consenting to the travel. Where a person is travelling with a child who is not his or her biological child, he or she must produce a copy of the unabridged birth certificate of the child, an affidavit from the parents or legal guardian of the child confirming that he or she has permission to travel with the child, copies of the identity documents or passports of the parents or legal guardian of the child and the contact details of the parents or legal guardian of the child.

2.2.6.2 Passengers travelling to South Africa must be in possession of a passport with two unused pages required for endorsements.

2.2.6.3 Any person who overstays their visa can be declared undesirable for up to 5 (five) years. If the Client needs a visa, he/she must have a valid visa in his/her passport, otherwise there is a risk that he/she will not be allowed back into South Africa for a period of between 1 (one) and 5 (five) years.

2.2.7. It is specifically noted that Empire Inc ZA cannot be held responsible for: Denial of the Client's visa application for any reason; Delay of issuance of the Client's visa by the relevant consulate or High Commission; Loss of the Client's passport(s) by the consular offices and/or courier; Change in visa costs and requirements; Financial losses incurred as a result of a visa application being denied; Passport application delays; incorrect issuance of passport or visa; the Client not carrying the unabridged birth certificates of the children with whom he/she is travelling and/or an affidavit consenting to the children travelling internationally and/or copies of identity documents or passports of the legal guardian of the children (if appropriate) and the Client overstaying his/her visa and being declared an undesirable person.

2.2.8. It is the Client's responsibility to ensure that the Booking, Experience and the Cruise Holiday are suitable for his/her requirements and capacity (including physical and medical state and any disability from which he/she may suffer) in every respect.

## 2.3. Payment

2.3.1. The Client must pay either a deposit (to be advised at the point of booking) or the full balance of the total advertised price. Once this payment is received and Empire Inc ZA' Legal Statement has been read to the Client, the Booking is complete and a contract is then made for the provision of the Holiday. Empire Inc ZA will confirm the Booking in writing or email. The Client must then pay the balance of the advertised Holiday price no later than 6 (six) weeks prior to departure.

2.3.2. All prices advertised by Empire Inc ZA are accurate as at the date published, but Empire Inc ZA reserves the right to change any of those prices from time to time.

2.3.3. All prices are quoted in South African Rand ("Rand") and are calculated by using an exchange rate determined by Empire Inc ZA based on prevailing exchange rates available from commercial banks.

2.3.4. Until final payment is received, the booking is subject to currency fluctuations.

2.3.4.1. The price quoted to the Client is based on hotel prices, land costs and other relevant costs at the date of Empire Inc ZA' quote. In the event of there being any increase in any of the foregoing costs between the date on which the Booking is made and the date on which the documents are issued by Empire Inc ZA, such variation shall be for the Client's account and payable on request by Empire Inc ZA.

2.3.4.2. Any increase in the price(s) quoted arising from the fluctuation in rates of exchange between the date on which the Booking is made and the date on which the final payment is received by Empire Inc ZA in terms of paragraph 2.3.5, shall be for the Client's account and payable on request by Empire Inc ZA.

2.3.3. Final payment for any Booking must be made no later than 15 (fifteen) weeks prior to departure. Final payment is based upon on the quoted and confirmed price, less any deposit paid, plus any additional charges that may have been incurred in terms of paragraph 2.3.4.

2.3.4. 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 the Client's account. Alternatively, Empire Inc ZA may cancel the booking. Late payment may also result in cancellation of the reservation by the Third Party Service Providers.

## 2.4. Confirmation Email and VISA documents/Tickets

2.4.1.1. Within 14 (fourteen) days of the Booking, the Client will be sent a Confirmation Invoice by email.

2.4.1.2. As soon as the Client has paid a deposit or the full balance of the total advertised price of the Holiday in terms of paragraph 2.3.1, Empire Inc ZA will book the Holiday.

2.4.1.3. Within 7 (seven) to 10 (ten) days of receipt of the deposit/full balance by Empire Inc ZA, the Client will be sent confirmation of the Booking in writing or by email.

2.4.1.4. As soon as the Client has paid the full balance of the total price of the Holiday will send the VISA documents to the Client within 5 - 7 working days. Any other outstanding documents will be sent to the Client by no later than 30 (thirty) days before the date on which the Holiday is scheduled to begin.

## *2.5. Package Holidays*

Where the Holiday constitutes a Package Holiday, the following provisions in any of Empire Inc ZA advertising shall constitute part of the Booking terms and conditions:

2.5.1. the destinations and, where more than one, the time to be spent at each;

2.5.2. the means, characteristics and categories of transport with dates and times and points of departure and return; any intermediate stops and connections and where to go or stay to effect them;

2.5.3. where accommodation is included, the location, degree of comfort and main features;

2.5.4. what, if any, meals are included in the Holiday;

2.5.5. whether there is a minimum number of Clients before the Holiday is cancelled and the timetable for any such cancellation;

2.5.6. the itinerary;

2.5.7. the excursions and tours included in the price and any surcharges that might arise and their method of calculation;

2.5.8. the name of the organiser of the excursions and tours and any insurer, together with a local representative, whether associated with Empire Inc ZA or not;

2.5.9. the total price for the package holiday and any charges, taxes, dues not included;

2.5.10. the payment schedule and accepted methods of payment;

2.5.11. the need to agree any special requirements with Empire Inc ZA; and

2.5.12. the ways and means and timetable for making a complaint.

2.6. The Client's contract is with Empire Inc ZA.

## 2.7. Insurance

2.7.1. Empire Inc ZA strongly recommends that travel insurance be purchased for the duration of the Client's journey. Insurance can only be purchased prior to departure. Empire Inc ZA urges the Client to take out additional insurance cover over and above the phase one insurance offered free as standard for international travel by the various credit card companies. The Client must check the specific details of the complimentary cover with his/her respective credit card company directly.

2.7.2. Empire Inc ZA will not be responsible if the Client fails to take adequate insurance cover. Queries must be addressed to the principal insurer, as Empire Inc ZA shall not in any way be held responsible for any and/or all information advanced by its staff in this regard.

2.7.3. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only and Empire Inc ZA will not be under any responsibility or liability whatsoever in relation thereto.

## 2.8. Special Requests

Any special requests must be addressed to Empire Inc ZA in writing well before the departure date. Whilst Empire Inc ZA will use its best endeavours to accommodate such requests, it does not guarantee that it will be in a position to meet all demands and shall not incur any liability to the Client in the event it is unable to do so.

## 2.9. Service Charges

In certain circumstances we apply a service charge for the services we provide.

SERVICE	CHARGE
Tickets despatched by courier	Couriers charge + R250
Tickets dispatched by insured delivery	Postage charge + R250

### **3. Cancellations & Amendments**

#### **3.1. Cancellations by Client**

3.1.1. Any cancellation by the Client of a Booking must be made in writing to Empire Inc ZA and will be effective from the date received by Empire Inc ZA.

3.1.2. Communications must arrive no later than 3pm, Monday-Friday, to allow time to process the cancellation with Empire Inc ZA' suppliers. Any cancellation requests received after this time or on a Saturday or Sunday will be deemed to have been received on the next working day.

3.1.3. Subject to the following, provided that any cancellation is made in accordance with paragraphs 3.1 and 3.2, the balance of any Booking payment still held by Empire Inc ZA will be refunded to the Client, once the applicable cancellation charges have been applied.

3.1.4. Where the standard deposit is increased to secure specific facilities including all flights, which are non-refundable in whole or part, then the scale of cancellation charges will be based on the % of the cost of all other arrangements, or loss of deposit, as applicable, and the non-refundable charges will be added to that cancellation charge to give the total charge.

3.1.5. Empire Inc ZA' cancellation charges are a percentage of the total holiday cost, not including any insurance premiums, which are non-refundable. These charges are based on how many days before departure the Client's cancellation notice is received and not the date on which the correspondence was sent.

3.1.6. Period before departure when cancellation notice received % of total booking\*

<b>Date Range</b>	<b>Total Cancellation Penalty Charge</b>	<b>Reduction Penalty Charge</b>
180 days or more	No charge	No charge
179-60 days before arrival	10% of total package held	Full charge for more than 90% of total package reduced
59-31 days	80% of total package held	Full charge for more than 20% of total package reduced
30 days to same day of arrival	100% of total package held	100% of total package reduced

#### **3.2. Cancellations by Empire Inc ZA**

3.2.1. If Empire Inc ZA has to cancel the Client's holiday before the date of departure, the Client will have the choice of:



3.2.1.1. taking an alternative holiday (and where this is of a different price the Client or Empire Inc ZA will refund the difference in price as appropriate); OR

3.2.1.2. accepting the full refund of all monies paid minus management fee of 15%

3.2.2. In addition and in appropriate cases, and where such cancellation is not due to under booking (where the minimum number of bookings required to run a Holiday is not met) or force majeure, Empire Inc ZA will, in its sole discretion, pay the Client compensation commensurate with his/her inconvenience.

### *3.3. Amendments by the Client*

3.3.1. The Client may give written notice before the start of the booked or confirmed Holiday, to Empire Inc ZA to change the Holiday.

3.3.2. Where an originally booked Holiday is changed in accordance with paragraph 3.2.1, any discount applied to the price of the original Holiday will no longer apply to the cost of any replacement Holiday.

3.3.3. Only one change of Holiday is permitted and any change cannot be to a holiday of a lesser cost than the original Holiday. If the Client wishes to change his/her Holiday a second time this will be treated as a cancellation and re-booking.

### *3.4. Amendments by Empire Inc ZA*

3.4.1. If Empire Inc ZA has to alter the Client's itinerary, travel or holiday arrangements, any change will be either major or minor. Although it is unlikely that Empire Inc ZA will have to make any changes to the travel arrangements, the arrangements are planned many months in advance and as a result it may have to make changes and reserves the right to do so.

3.4.2. Where a change is a minor change, Empire Inc ZA will, if practical, advise the Client before departure, but Empire Inc ZA is not obliged to do so or to pay the Client compensation. Minor change examples made before departure are but not limited to :

A change of outward departure time or overall length of your arrangements of twelve hours or less.

3.4.3. When a change is a major change Empire Inc ZA will advise the Client as soon as is reasonably possible. Major change examples made before departure are but not limited to:

A change of outward departure time or overall length of your arrangements of twelve hours or more.

A significant change to your itinerary, missing out one or more destination entirely.

Where we or our supplier can no longer fulfil any special requirements that we have accepted and confirmed on our confirmation invoice and this will have a significant impact on your arrangements.

Where we increase the price of your arrangements by more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services).

The Client will then have the choice of:

3.4.3.1. accepting the change, taking an alternative holiday (and where this is of a different price, either the Client or Empire Inc ZA will refund the difference in price as appropriate); OR

3.4.3.2. withdrawing from the contract and accepting a full refund of all monies paid (minus management fee of 15%).

3.4.5. In the unlikely event that Empire Inc ZA becomes unable to provide a significant proportion of the trip after departure, Empire Inc ZA will make alternative arrangements for the Client to continue the trip at no extra charge, or, if this is impossible, or the Client does not accept these alternative arrangements for a good reason, Empire Inc ZA will provide transport back to the Client's point of departure.

3.4.6. In addition and if appropriate, Empire Inc ZA will, in its sole discretion, pay the Client compensation of an amount which is reasonable taking into account all the circumstances. Compensation will not be considered appropriate, for example, in cases where a major change has to be made as a result of force majeure.

#### **4. The Client's Obligations**

4.1. Further to paragraph 2.2.7, the Client must ensure that any medical or other attendance that he/she requires is provided by him/her. NOTE: It is a requirement from some flight suppliers that the Client is physically fit to travel and that he/she will obey the rules and regulations of the airplane and orders and instructions from the airplane's officers and medical staff. Airlines reserve their right to require guests to disembark or to refuse to board a guest who, in the judgement of the Pilot or Medical Officer, is unfit to travel or may require care that is beyond the care which the ship is able to give. Pregnant women who have entered their 28th (twenty-eighth) week of pregnancy will not be allowed to board any flight.

4.2. The Client agrees that he/she may be photographed in the course of the Holiday for the purpose of Empire Inc ZA future publicity and that any written comments made about the Holiday or Empire Inc ZA by the Client may be published by Empire Inc ZA.

4.3. The Client agrees to abide by any reasonable directions (especially any given on account of health and safety), given by Empire Inc ZA' representatives and/or the Airlines.

4.4. The Client agrees to behave in a reasonable and responsible manner and, in particular that the Client will do nothing which might endanger the health and safety of any person involved in the Holiday or which might result in personal injury to any person or loss of or damage to property belonging to Empire Inc ZA, its representatives or other Clients.

4.5. As set out in paragraph 2.2, the Client acknowledges that it is his/her responsibility to carry any necessary valid passport or visa, necessary for the Holiday.

## **5. Limitation of Liability**

5.1 Subject to the provisions of Section 61 of the Consumer Protection Act 61 of 2008, Empire Inc ZA, its employees, agents, service providers and related company or representative shall not be responsible for, and shall be exempt from all liability in respect of loss (financial or otherwise), damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by the Client (which shall be deemed to include the heirs, executors, administrators or assigns by the Client whether on the Holiday or not), to or of their luggage, or other property, howsoever caused where such loss, damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred is not due to the act, omission, negligence or recklessness of Empire Inc ZA, its employees, agents or service providers. The airlines concerned are not to be held responsible for any act, omission or event during the time the passengers are not aboard their aircraft.

5.2 Empire Inc ZA is not responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure.