

# ICAN HOLIDAYS

## Terms and Conditions

Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between you and China Horizons Pty Limited T/A ICAN Holidays. We act as booking agents for the suppliers of the component parts of the holiday 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.

### Bookings

Bookings, save for late bookings as referred to hereunder, are confirmed on the condition that a non-refundable deposit, of a minimum of 25% of the total land price together with full payment in respect of the airfare, is paid to ICAN Holidays 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. The balance of the cost of your travel arrangements must be paid no less than eight (8) weeks prior to departure. If your booking is made within 8 weeks of departure, the total cost of your travel arrangements must be paid at the time of booking. Please note: FAILURE TO PAY ON TIME WILL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING

### Air tickets

In addition to the required deposit for the land content, for reservations that include air tickets, we are required by the relevant airline to issue the air tickets within a specified time limit from the date the reservation is made and payment must be remitted to the airline on that date. No air tickets will be issued until we receive a copy of the traveller's passport to verify correct name details. Should payment not have been received we will be unable to issue such tickets and the airline will automatically cancel the flights. Please therefore refer to your confirmation for details regarding the ticketing time limits.

### Late Booking Fee & Communication Expenses (Telephone Calls)

In the event of a booking being made less than 7 days prior to the date of departure, ICAN Holidays 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 confirmation you will be refunded in full.

### Price Changes

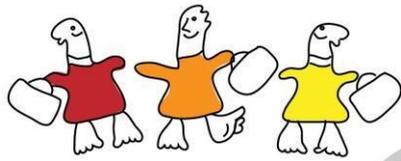
The costs associated with travel arrangements are not always stable, and currency movements can fluctuate sharply. It is impossible to predict these movements in advance. When you book a package through us, we reserve the right to pass on any surcharges to you. Surcharges may be imposed to cover increases 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.

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

### Methods of Payment

ICAN Holidays will accept payment for all arrangements in cash, electronic funds transfer (EFT) or credit card.

All payments are to be made out to ICAN Holidays.



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## **Insurance**

Insurance is the passenger's responsibility and all passengers are strongly urged to take out travel insurance, covering personal accident, medical expenses, baggage and loss of deposit through cancellation and / or default of the individual principal service providers. ICAN Holidays will not be responsible or liable if the client fails to take adequate insurance cover or at all.

## **Flight and Other Travel Timings**

Flight timings are provided by airlines and are subject to change. 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.

## **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 ICAN Holidays 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.

## **Documents**

Documents (vouchers, itineraries, etc.) are only prepared on receipt of full payment of the package price, and signed & completed Booking Form, and will be ready 24 hours after payment has been received.

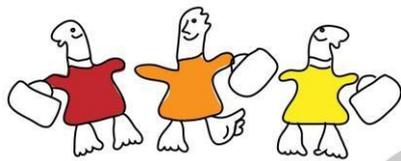
It is important that you check all details of your travel documents (including your itinerary) before leaving South Africa. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact your travel agent immediately. ICAN Holidays will not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof and you have left South Africa.

## **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 ICAN Holidays, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation etc.), will be for the account of the passenger. ICAN Holidays 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.

## **Changes by You**

1. If you wish to make a change to your booking we will endeavor 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.
2. An administration fee of R 250 per person will be charged for each amendment and / or cancellation.
3. 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.



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4. Amendments and cancellations en route must be made with our operators directly.

## **Cancellation by You**

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

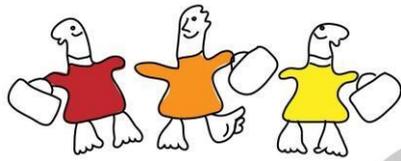
1. Where your booking includes a special fare, the relevant charges are levied by the airline. In some circumstances this may be 100% of the total fare, regardless of when cancellation is effected.
2. Where your booking is for a package, you will be responsible for all cancellation charges, of whatsoever nature, imposed by the suppliers providing the component parts of such travel arrangements.
3. ICAN Holidays charges a cancellation fee equal to 10% of the package price on any finalised booking. However, ICAN Holidays 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.

## **Our Right to Change Your Travel Arrangements**

1. A significant change to your travel arrangements would include a change in the departure date from South Africa; 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 ICAN Holidays undertakes to advise you thereof as soon as reasonably possible before your departure date to obtain your further instructions in this regard.
2. 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 ICAN Holidays, in its discretion, who will not be responsible or liable for the payment of compensation to you as a result of such minor changes.
3. Every effort is made by ICAN Holidays to adhere to confirmed itineraries; however, we reserve the right to make changes to your travel arrangements when it becomes necessary to do so.
4. Should any travel component be confirmed by ICAN Holidays and this component is cancelled by the supplier for whatsoever reason, then in such instances Thompsons will accept no liability for the cancellation thereof.
5. (Wholesaler) reserves the right to cancel a tour prior to departure due to insufficient numbers or other unforeseen circumstances.

## **Complaints**

1. 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.
2. If you are still dissatisfied, you must notify ICAN Holidays 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.
3. If you remain dissatisfied, contact ICAN Holidays within 28 days of the unsatisfactory service, giving your booking reference and full details of your complaint on email: [info@icanholidays.com](mailto:info@icanholidays.com) or fax to 27-21-851 4955.
4. Whilst every effort will be made to resolve your complaint to your satisfaction, it is specifically recorded that ICAN Holidays in no way accepts liability for any claim.



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## **Passports, Visas and Health**

The responsibility to obtain proper, current and valid passports, visas, vaccinations, inoculations and the like as and where required, is that of the customer alone. The Company shall not be responsible or liable for any consequence of any nature arising from the customer failing to ensure that he / she has complied with all such requirements. The Customer must ensure that their passport is valid for at least six months beyond the end of the travel period. South African residents travelling with children under the age of 18 years need to be aware of current regulations issued by South African Home Affairs for leaving and re-entry to the country. ICAN Holidays bears no responsibility for incorrect passport or immigration documentation.

## **General Information**

**Taxes:** ICAN Holidays 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 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. ICAN Holidays will not be responsible, nor accept responsibility for having these charges reversed or corrected upon return to South Africa.

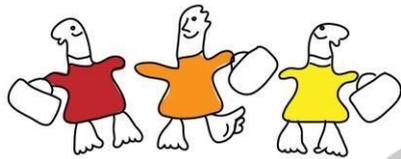
**Confidentiality:** Subject to statutory constraints or compliance with an order of court, ICAN Holidays undertakes to deal with all client information of a personal nature on a strictly confidential basis.

## **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.

## **Responsibility and Limitation of Liability**

ICAN Holidays 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



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howsoever arising. ICAN Holidays 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.

## **Jurisdiction of the Magistrate's Court**

ICAN Holidays, 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.

## **Legal**

This document together with ICAN Holidays standard booking form and 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 ICAN Holidays or otherwise that is not included herein. No addition to the ICAN Holidays 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 ICAN Holidays in recovering any damages and payments payable by the passenger to ICAN Holidays 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.

## **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 Terms and 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").

## **DOMICILIUM ET EXECUTANDI**

China Horizons Pty Limited T/A ICAN Holidays,  
Unit 206, Hibernian Towers,  
Beach Road, Strand  
South Africa

Signed acceptance of Terms and Conditions: .....