

TRAVEL BLUE PLANET CC

101 Greenmarket Place
54 Shortmarket Street
Cape Town

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P.O. Box 1746, Cape Town, 8000

TERMS & CONDITIONS

It is important that you and all members of the traveling party are aware of the following important terms & conditions as they may relate all or in part to the bookings held by Travel Blue Planet CC trading as Harvey World Travel Blue Planet, Harvey World Travel Newlands and Harvey World Travel Steenberg ('HWT') on your behalf.

1. A Comprehensive Travel **Insurance Policy** is strongly recommended for all travellers to protect against medical expenses, cancellation and amendment fees and loss of baggage. Please note the pre-existing condition and other general exclusions as they may relate to your personal circumstances. All existing conditions must be disclosed to ensure that you are adequately covered. If you or a member of your travelling party have an existing condition or have seen your doctor in the last 60 days a Medical Assessment Form must be completed and submitted for evaluation before a policy can be issued. An additional premium to cover this may be required or it may result in cover being declined. Please note that various credit card companies offer limited levels of travel insurance, which HWT does not consider sufficient cover for international travel. Please note that in this clause contains a recommendation only and the decision whether or not to insure is solely yours and/or that of the member(s) of your travelling party. The final insurance contract will be between you and the insurer and HWT cannot be held liable for failure to ensure at all or adequately or any dispute arising from such insurance. Your rights and liabilities will be determined by the contract between you and the insurer and you indemnify HWT accordingly.
2. **Passports** for overseas travellers must have a minimum validity of 6 months from the date of scheduled return to South Africa (This may vary from country to country. Please check with HWT and the relevant consulate or embassy prior to your departure). Non-South African passport holders may also require a permit to re-enter South Africa. Please advise our office of the type of passport you hold, as visas may be necessary for most countries. We request that you bring your passports and travel documentation with you when finalising your travel arrangements so that we can ensure that all is in order. However, whilst we will offer all assistance it is the responsibility of each traveller to ensure that they carry correct the documentation, and due to the constantly changing nature of such requirements, HWT cannot be held liable for ensuring that these requirements are met or provided correctly or timeously or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services, or if entry is denied for any reason, nor can HWT be held responsible for any change of requirements, delays or loss of passport caused by the consulates or embassies concerned and you indemnify HWT accordingly.
3. **Health & Innoculation** requirements vary from country to country and it is advisable to seek the advice of the Travel Clinic as soon as possible after bookings have been made. Whilst HWT will assist you with these telephone numbers, the obligation to ensure that such requirements are met are solely yours. HWT cannot be held responsible for any change of requirements, delays or if entry is refused into any country and you indemnify HWT accordingly.
4. It is your responsibility to ensure that you are fit to travel. If you have a **medical condition or physical disability** which may be or which you suspect may be exacerbated by long distance travel or you have any concerns that you may be susceptible to developing deep vein thrombosis (DVT) you should immediately contact your doctor. HWT cannot be held responsible for any claim arising from such medical condition or physical disability and you indemnify HWT accordingly.
5. **Taxes.** Security taxes and departure taxes are mandatory and charged by various countries. These may be an additional cost. Please note that it may or may not be included in your air ticket. If not, you must have the required amount readily available upon your departure in cash in the currency of the country of your departure. Please ask us for further information.
6. **Professional Fees – Cancellation and amendment fees** are applicable to all bookings. It is your responsibility to familiarise yourself with the cancellation and amendment fees applicable to each booking as provided for in the supplier's brochure. If you request any amendment of your booking, HWT will levy an amendment fee. Please note that any cancellation or amendment must be in writing.
7. **Additional Services.** Please ask us about any of the following services we offer such as traveller's cheques, accommodation bookings, car hire, Visa service, rail/bus passes, travel insurance, coach tours, day tours, entertainment events, cruises. All such services will be subject to the terms and conditions of the suppliers.

8. **Car Rental Bookings** are subject to the terms & conditions stated in the rental agreement of each car rental company. The price may include unlimited kilometres and comprehensive vehicle insurance. A **Deposit** may be applicable at the time of collection of the vehicle and usually a credit card imprint or cash payment is required. If you do not have a credit card please ensure that you have sufficient cash funds to cover any applicable deposits. Prices may not include stamp duty, fuel costs, non-waiverable excesses or personal accident indemnity insurance on rental contracts. HWT cannot accept any responsibility for any excess or claim for damages in the event of the car being stolen or damaged in any way, regardless of whether you were at fault or not and you indemnify HWT accordingly. Drivers must hold a valid drivers license and in the case of overseas travel, an international drivers licence.
9. **Costing & Payments** – All prices are current at the time of writing but are subject to alteration & amendment until paid in full. Any prices that are based on foreign currency are based on exchange rates as at today's date and amounts should be re-confirmed with your consultant when making final payments in case bank rates have altered. Failure to pay deposits or balances by the dates indicated may result in cancellation of all or part of your booking by that airline or tour operator and may result in the full tour price being payable. Once deposits are paid **amendments** to your bookings will incur amendment fees. **Credit card payments** are subject to due completion of and upon the terms and conditions specified in the HWT credit card authorisation form. Payments made by cheque must be made 4 days prior to the payment due date.
10. **Travellers' Cheques** are the safest and most convenient way to carry money overseas. We offer this additional service to our valued Customers and we are able to order travellers' cheques and foreign currency for you. Please inform your consultant as soon as possible and no later than 48hours prior to departure so that we may assist you with obtaining these. Please note that it is your responsibility to meet with any foreign exchange regulations.
11. **Loyalty Programmes** - many travellers today belong to some form of loyalty programme. Please ensure that you advise your consultant as soon as possible of any such programs that you belong to so that they can ensure that your requirements are accommodated. HWT will do all possible to ensure that points are credited but cannot be held responsible for failure of an airline or credit card system to do so. A non-refundable service fee will be charged for all upgrade or redemption requests. You acknowledge that airlines make very few seats available for redemption and upgrades and accordingly it is imperative that such requests are directed at HWT as early as possible. You furthermore acknowledge that HWT cannot at any stage guarantee any redemption or upgrade and you will not have any claim against HWT if it were to fail to obtain a redemption or upgrade. Whether or not a request for a redemption or upgrade is successful, you remain liable for all applicable airport taxes and surcharges
12. **Special Requirements** – if you or a member of your party has any special dietary requirements, seating requirements or require any particular assistance at airports please make your consultant aware of these. Whilst every care will be taken to ensure that these requirements are met Harvey World Travel cannot be held responsible for the non-delivery of any of these requests.
13. In making bookings or reservations on your behalf, Harvey World Travel is **acting as an agent** only and enters into bookings & contracts as the agent of the various principals for the provision of services by hotels, carriers and tour operators.
14. All accommodation, flights, tours, boat or other travel arrangements comprised in your holiday are subject to the **booking terms & conditions and limitations of liability** shown on respective brochures or imposed by such **operators**. HWT acts as agents of such operators and any claim that you may have arising from such travel arrangements will be exclusively against such operators and you indemnify HWT accordingly. It is your responsibility to familiarise yourself with such booking terms, conditions and limitations of liability.
15. **Liability:** HWT and the operators will under no circumstances be liable for any indirect and/or consequential loss or damages. Any claim whatsoever must be lodged in writing with HWT within 30 (thirty) days after the end of the tour and will be forwarded to the operator.
16. **Interest and legal fees:** Interest at 2% above the current prime bank overdraft rate charged to HWT by its bank will automatically be applied to all overdue amounts. In the event that HWT and/or any operator have to incur legal costs for any reason whatsoever, you undertake to pay all legal fees (on an attorney and own client scale) upon demand.
17. **Law and Jurisdiction:** This agreement is governed by South African Law and subject to South African jurisdiction.
18. **Whole Agreement:** This agreement reflects the only and full agreement between you and HWT and any variation and/or extension thereof shall not be valid unless agreed to both by the Parties in writing and signed by both parties (and where necessary, provided such party is duly authorised).
19. **Brochures** displayed in our office and the prices & itineraries therein are to our knowledge the latest available and are subject to variations & amendments made by those operators and as such Harvey World Travel cannot be held liable for any price or itinerary changes or any inaccuracies.



HARVEY
world travel

the travel professionals

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I have read and understand the Terms & Conditions of Travel Blue Planet CC.

NAME IN FULL _____

SIGNATURE _____

DATE _____

Refusal of travel insurance declaration:

I herewith confirm that my HWT consultant has explained the benefits of travel insurance to me and I have chosen to decline such insurance which provides cover in terms of the relevant policy against:

The cost of overseas/international medical, hospital and related expenses. Benefits payable in the event of accident, death or permanent disability.

Cancellation or curtailment charges imposed by transport providers, tour operators and/or accommodation providers.

Personal liability as a result of my causing injury/damage to other persons or their property, loss of damage to my baggage, personal effects, cash and travel documents. And/or other related expenses which may incur.

I also understand and am aware that the travel insurance provided by credit card companies provides more restricted cover than the cover that as been recommended to me.

NAME IN FULL _____

SIGNATURE _____

DATE _____