

# Just Holid@ys

Dear Passenger

This booking form is the sole contract between Just Holid@ys and yourself and no express terms, undertakings, or warranties not contained herein will be valid. Just Holid@ys undertakes to provide the service that is detailed in your booking and you hereby agree to our Standard Terms and Conditions as set out below. By acknowledging receipt of this correspondence, you are deemed to have read, understood and accepted the Just Holid@ys Standard Terms and Conditions.

**CLIENT BOOKING FORM TO BE COMPLETED BY THE PASSENGER - (Names below need to appear as per passports!)**

Title	Surname	Names in full	Birth Date	Passport Country	Passport Number	Passport Expiry

**PERSONAL INFORMATION**

Postal address	
Day time telephone number / Cell phone	
Physical address	
Email address	
Emergency contact name / relationship + tel. number	
Seating preferences on flights (eg aisle, middle rows) <i>Please note that emergency exit seats can only be allocated at the airport by airline control staff at check in.</i>	
Specific meal requirements	
Smoking / non-smoking hotel room	
Frequent flyer numbers	

**PAYMENT INFORMATION:**

Electronic Bank Transfer (EFT)

Bank guaranteed Cheques

Cash

**PLEASE NOTE THAT CREDIT CARD PAYMENTS CAN ONLY BE ACCEPTED IF THE CARD IS PHYSICALLY IN THE OFFICE AND SIGNED FOR BY THE AUTHORISED SIGNATORY.**

Credit card payments – VISA + MASTER CARDS

Card type:	Credit card number :
Expiry date :	3 Digit security code at back of card:
Name of signatory (card holder) in block letters:	ID Number: <b>AMOUNT AUTHORISED : N\$</b>

I \_\_\_\_\_, am of age and authorized to effect reservations and have read and understood the Standard Terms and conditions of Just Holid@ys applying thereto, on behalf of all those detailed above. I do understand that is my sole responsibility to ensure that I am travelling on a valid passport and comply with visa requirements and to ensure that I have taken out adequate Travel insurance. Should I prefer to handle my own visa applications, I cannot hold Just Holid@ys or its members responsible or liable for any additional costs incurred due to visas not having been issued correctly.

**I/ We herewith confirm that we are liable for cancellation fees and charges once a booking is confirmed and invoicing is completed.**

I/We acknowledge that I/we have been advised that Travel Insurance is available to cover amongst others:

- Additional Expenses / Cancellation Fees / Legal Costs and Expenses /Luggage and Personal Effects /Medical Costs / Personal Liability

(Subject to the terms and conditions of the policy)

**I/We decline to accept the insurance offered & visa because**

(Please tick whichever is/are applicable):

**Alternate insurance arrangements have been made**

**I/We chose not to insure**

**I/We have been offered Insurance for an existing medical condition but have declined to accept**

**I/We are aware that a visa is required to the destinations on our itinerary and will be applying for these ourselves.**

I am aware of the risk of not accepting travel insurance and that the insurance offered by credit card companies may be inadequate.

I hold harmless and indemnify Just Holidays and/or its directors and/or employees and/or suppliers against any consequences & of not having/having inadequate travel insurance, including (without limiting the generality of the foregoing) any loss, damage, illness, injury or death due to any travel arrangements having to be changed, amended or cancelled and/or legal costs (or an attorney and own client basis) that Just Holidays may incur.

I hold harmless and indemnify Just Holidays and/or its directors and/or employees and/or suppliers against any consequences of visas not being timeously applied for by yourself and cannot be held liable for visas not approved by any Embassy.

.....  
**Authorized signature**

**DATE :**

**PLACE :**

## Standard Terms and conditions of Just Holid@ys

### Bookings

1. 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 package price, is paid to Just Holid@ys 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 six weeks prior to departure. If your booking is made within 6 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.
2. Once all travel arrangements are confirmed, a minimum of N\$350.00 + VAT will be charged for cancellation as well as any additional fees levied by the suppliers.

### Price Changes

1. 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.
2. Just Holid@ys guarantees the price of land arrangements, only once full payment is received.
3. Airfares are subject to the prices and conditions quoted by the particular airlines and cannot be guaranteed by Just Holid@ys. The onus is on the passenger to check that there have been no changes in these prices before making final payment thereof.

### Insurance

We consider adequate travel insurance to be essential. All premiums must be paid at the time of booking, as cover will not be effective until then. Please ask us for insurance options as this is the only way that you are guaranteed against defaulted suppliers or if claims arise out of flights cancellations, lost of accommodation etc. Just Holid@ys will not be liable should you fail to take adequate insurance cover.

#### 1. 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 your country of origin and Just Holid@ys hereby specifically excludes any liability for any

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

1. In the event of a booking (except South Africa and Namibia bookings) being made less than 7 days prior to the date of departure, Just Holid@ys 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.

### Methods of Payment

1. Credit Cards: In accordance with International Airline Travel Association (IATA) bulletin # A1/00 we need a signed and validated Standard Credit Card Charge Form. A signed and validated Standard Credit Card Charge Form (SCCCF) or payment through our Virtual Card Services system, are the only recognised forms of payment for credit cards. If the card is a foreign credit card then you may be requested to supply various other details.
2. Cheques: Bank issued cheques. Please note we require 7 working days to clear all cheques before documents can be issued.
3. Cash or EFT Transfers: We accept EFT transfers, or cash deposited into one of our bank accounts, subject to condition that the EFT transmission report or the cash deposit slip is provided to ourselves and such payment has been confirmed as received by ourselves.

### Flight and Other Travel Timings

Flight timings are provided by airlines 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.

#### 1. Documents

1. Documents: (vouchers, itineraries, etc.) are only prepared on receipt of full payment of the package price, and signed conditions of contract (i.e. our booking form) and will be ready 24 hours after payment has been received.
2. Should you require your documents and air tickets to be forwarded to either yourself or the departure airport this may be arranged

delay and /or loss as a result of your failure to reconfirm any flight and/or connecting flight.

### 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 Just Holid@ys, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation etc.), will be for the account of the passenger. Just Holid@ys 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 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.
2. An administration fee of N\$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.
4. Amendments and cancellations en route must be made with our operators directly.

### Our Right To Change Your Travel Arrangements

1. A significant change to your travel arrangements would include a change in the departure date from point of origin; 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 Just Holid@ys 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 Just Holid@ys, 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 Just Holid@ys to adhere to confirmed itineraries; however, we reserve the right to make changes to your travel arrangements when it becomes necessary to do so. Travel arrangements are made in advance but due to the fact that Just Holid@ys is reliant upon suppliers such as airlines, hotels and/or other supply companies, changes to travel arrangements and cancellations thereof may occasionally become necessary.
4. Should any travel component be confirmed by Just Holid@ys and this component is cancelled by the supplier for whatsoever reason, then in such instances Just Holid@ys will accept no liability for the

with us. However, the courier costs in respect thereof will be for your own account.  
3. IT IS IMPORTANT THAT YOU CHECK ALL DETAILS OF YOUR TRAVEL DOCUMENTS BEFORE LEAVING YOUR COUNTRY OF ORIGIN. IF THERE ARE ANY INACCURACIES ON ANY OF YOUR TRAVEL DOCUMENTS, OR SHOULD YOU HAVE ANY FURTHER QUERIES, YOU SHOULD CONTACT US IMMEDIATELY.  
4. Just Holid@ys 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 YOUR COUNTRY OF ORIGIN.

### Cancellation by You

If you wish to cancel your booking you must advise us immediately, who will advise the suppliers in turn. 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. Just Holid@ys charges a cancellation fee equal to 10% of the package price on any finalised booking. However, Just Holid@ys 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.

### Lost/Stolen paper Flight Tickets

1. The loss or theft of a ticket must be reported to Just Holid@ys immediately. Certain airlines will not authorise Just Holid@ys 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 Just Holid@ys receives authority from the airline to make any refund to you, which authority could take up to 12 months to receive. Should the airline authorise Just Holid@ys to issue a replacement ticket Just Holid@ys will do so and a re-issue fee, per ticket, will be for your own account.
2. 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 aboard at the local fare. Upon your return to country of residence you may make application to Just Holid@ys 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.
3. It is your responsibility to report the lost or stolen ticket

cancellation thereof.

to the police and to provide Just Holid@ys with the proof of such report if required.

### **Airline Refund Procedures**

1. Refund policies operated by the various airlines vary greatly. You must return your unused ticket to Just Holid@ys who will present it to the relevant airline for assessment as to whether the airline will agree to issue a refund or not. Should a refund be authorised by the airline such refund will be made to you, less any cancellation or administration charges.
2. If payment for the ticket was made to Just Holid@ys by credit card, the refund, should one be granted, will be made to your credit card otherwise the refund will be made by EFT.
3. Any refund which is authorised for part used or return halves of tickets will be less than the pro rata rate on the face value of such ticket.
4. Refunds may take up to 12 weeks to process although this time frame cannot be guaranteed by Just Holid@ys
5. Tickets returned to Just Holid@ys for a refund older than one year from the date of issue will be regarded as expired by the airline and have no refund value.

### **Passports, Visas, Vaccinations and Inoculations**

1. It is your responsibility to ensure that you and all those travelling with you have a valid passport and any necessary visas, and that you have obtained any necessary inoculations to gain entry to any country you are visiting and to re-enter country of origin. Passport and visa regulations and health requirements can change at any time, therefore, we recommend that you check passport/visa requirements with the Embassy or Consulate of the country you intend to visit and that you consult your GP or the Department of Health regarding health requirements.
2. Just Holid@ys accepts no liability whatsoever should you, or any member of your party, travel without the correct passport, visas or necessary vaccinations. As a guideline, passports should be valid for 6 months after your scheduled return to country of origin.

### **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 Liability**

Just Holid@ys 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,

### **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. Any verbal notification must be put in writing and given to the supplier as soon as possible.
2. If you are still dissatisfied, you must notify us at the earliest opportunity - until we know about a problem or complaint, we cannot begin to resolve it. Failure to give us the opportunity to resolve any problem at the time it occurs will result in either a reduction, or complete extinction, of any rights which you may have, to claim compensation from us.
3. If you remain dissatisfied, you must write to our office within 28 days of the end of the trip you have purchased from us, giving your booking reference and full details of your complaint .
4. Whilst every effort will be made by Just Holid@ys to resolve your complaint to your satisfaction it is specifically recorded that Just Holid@ys in no way accepts liability for any claim that you may have in respect of your complaint.

### **General Information**

1. Taxes: We 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.
2. 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.
3. 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 or, if full details are not given at the time of booking, cancel when we become aware of these details
4. Renovations: Please be aware that hotels undergo renovations from time to time. Hotels 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, but it is important to remember that these are subject to change and we are not always notified.
5. Refunds and Unused Services: No refunds will be made for any unused services.

or any other irregularity howsoever arising. Just Holid@ys 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 error and omissions of such suppliers

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

Holidays Travel services cc trading as Just Holid@ys, 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.

#### **TASA**

Just Holid@ys is a registered provisional member of the Association of Tour and Safari Association of Namibia (TASA).

6. Charges to your credit card: Any charges made to your credit card whilst away are your responsibility. Just Holid@ys will not be responsible, nor accept responsibility for having these charges reversed or corrected upon return to country of origin.

#### **Legal**

This document together with Just Holid@ys' standard booking form and Just Holid@ys 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. No addition to the Just Holid@ys standard booking conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties. No indulgence which Just Holid@ys, ("the grantor"), may grant to the passenger ("the grantee"), shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future. All costs and disbursements, including legal costs on the attorney and client scale incurred by Just Holid@ys in recovering any damages and payments payable by the passenger to Just Holid@ys shall be for the passengers' account. This agreement shall in all respects be governed by and construed in accordance with the laws of the Namibia. 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 parties hereby respectively choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance of this agreement at their respective addresses as given on Just Holid@ys' standard booking form. Either party may change its domicilium by written notice delivered by hand or sent by prepaid registered post to the other party. In this agreement an expression which denotes a gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.