

## TERMS AND CONDITIONS

### OUR SHARED RIGHTS AND RESPONSIBILITIES WHEN DOING BUSINESS TOGETHER



*Who are you dealing with?*

Chelsea Travel CC.

Registration Number 2006/226601/23

See [www.chelseatravel.co.za](http://www.chelseatravel.co.za) .

Member

T J Jackson : Owner



*Are we legal?*

Yes, we are a registered company and comply with all regulations as determined by the following bodies and Acts:

- The Companies Act
- Prevention of Organised Crime Act
- The Privacy Act
- ASATA (Association of South African Travel Agents)
- IATA (International Air Transport Association)
- SARS (South African Revenue Services)
- CPA (Consumer Protection Act)
- Department of Labour
- Department of Manpower
- Employment Equity Act
- Others

We commit to complying with all current and future Acts and Laws to ensure we maintain business practices that are ethical, honest and transparent.



### What do we do?

We are a Travel Agent (a go-between) facilitating transactions between you and Travel Service Providers (TSP), such as:

- Airlines
- Hotels
- Car Hire Companies
- Tour Operators
- Cruise Companies
- Rail Operators
- Visa Service Companies
- Consulates and Embassies
- Travel Insurance Companies
- Foreign Exchange Operators



### What are our responsibilities?

1. To ascertain your travel needs and to offer professional advice accordingly.
2. To inform you of the trading conditions, as known to us, of a TSP.
3. To comply with deadlines and other criteria as laid down by a TSP.
4. To the best of our ability to introduce you to a TSP which we have found to be:
  - reputable
  - of good financial standing
  - a provider of quality products or services
  - sharing in our ethos of service excellence
5. To advise you of required travel documentation and the validity thereof.
6. To ensure accurate and timeous issuance and delivery of travel documentation.
7. To be available for advice before, during and after travel has commenced.
8. Subject to statutory constraints or compliance with an order of court, we undertake to deal with all your information on a strictly confidential basis.



### What are your responsibilities?

1. To clearly state your travel requirements and ensure they are understood.
2. To provide accurate information at all times, especially with regard to:
  - the spelling of travellers names as per passport or ID document
  - contact details, such as telephone, email and home address
3. To check all details on quotes and confirmations and to confirm these are correct before travel documents are issued.
4. To ensure that you are familiar with the terms and conditions of each TSP.
5. If you are acting on behalf of other travellers, you are responsible to ensure they understand and accept the contents of this document.
6. To understand and accept that products presented in the media, in brochures and/or the internet may differ from reality.
7. To advise us of any special needs at the time of booking and to understand that despite our best endeavours these requests may or may not be fulfilled by the TSP.
8. To ensure that all personal travel documents are valid, such as passports, health certificates, international drivers licences, visa(s), travel insurance, etc.
9. To present a valid form of payment timeously. Late or invalid payments may result in the cancellation of your reservation and you may incur financial penalties.



### Money Matters

Documentation will only be issued once full payment has been received and **cleared by our bankers.**

We accept the following forms of payment:

- Limited cash – please check with your consultant.
- All major credit cards - accompanied by identification and a signed credit card authorisation form.
- Direct deposit - cash only.
- Electronic Funds Transfer.

### Refunds

- We pay your money to the TSP from whom refunds must be claimed.
- We will facilitate the refund process.
- Monies will be refunded in accordance with the TSP's policy which may include cancellation fees, administration fees or denial of application.
- We may apply reasonable administration fees as well as retaining any service fees levied by us at the time of booking.
- Refunds may take up to eight weeks and in exceptional cases even longer.



### What can you do to make the most of your trip?

- Take out Travel Insurance which is highly recommended - ask our consultant for guidance.
- Make sure all your travel documentation is in order before departure.
- Reconfirm all your flights three days before departure.
- Make the TSP immediately aware of any issues and give them an opportunity to rectify the situation. Successful disputes depend on this.
- Be tolerant of events beyond your or our control which may cause flight delays/cancellations, etc. Although these may cause anxiety, the TSP's have procedures in place to deal with such situations and this may include compensation in one form or another.
- Please note that a visa does not guarantee entry into any given country.



### Legal Stuff

- This agreement is governed by South African Law.
- The Parties consent to the jurisdiction of the appropriate Magistrate's Court with regard to any action based on these Terms and Conditions.
- This document reflects the only agreement between you and Chelsea Travel.
- You are contracted to the TSP independent of Chelsea Travel.
- You will be liable for all legal fees on an attorney and own client scale in the event that Chelsea Travel has to engage a lawyer to enforce or defend any of its rights.

*Remember that we act as an Agent between you and the TSP, therefore:*

- You are responsible for understanding and accepting the trading conditions of each TSP. You should request these from our consultant.
- The Trading Conditions of the TSP is the sole contract governing your transaction and will be referred to in times of dispute.
- We will facilitate your valid claim against a TSP.
- We accept limited liability for proven negligence *on our part* which may have led you to suffer a financial loss.
- We do not accept liability for any actions, errors or omissions of the TSP and their agents, which may result in a loss of any form, including personal harm.
- We do not accept liability for the consequences of actions beyond our control such as late or non-issuance of visas, passports or any other travel documentation, Acts of God, etc.



Consumer Protection Act

We support the intent of the Consumer Protection Act which governs business interactions between a seller and a buyer concerning products/services consumed in South Africa. We believe in honest, transparent, ethical and fair business practice.

Should you feel that we have not lived up to your expectations in this regard and/or you need further clarification on our Terms and Conditions:

Email us: [tim@chelseatravel.co.za](mailto:tim@chelseatravel.co.za)

Call us: +27 21 797 9999

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