

**The following items have been explained to you and brought to your attention:**

- **Our Policy in terms of the Protection of Personal Information Act 2013 (POPI);**
- **Standard terms and conditions;**
- **the Payment Authorisation form; and**
- **the Indemnity and Waiver form**

**These documents form part of this agreement and you will be required to sign your acknowledgment of them below.**

We trust the above is to your satisfaction. Please contact us if you require any further information. Kindly quote the above booking number in all dealings with iGO Travel. Please be assured of our best service and attention at all times

Yours sincerely.

**iGO Travel**

### **IMPORTANT NOTES**

Airlines reserve the right to withdraw airfares without notice. We cannot guarantee airfares until they are paid in full and the air tickets are issued.

Prices quoted above are for airfares only and exclude any applicable departure taxes and visa fees.

Please note that the above reservations have been made. Prices are still subject to change without notice until payment has been received in full.

The preferred forms of payment accepted by iGO Travel are:

- EFT (Electronic Transfer)
- Credit cards.

#### **Travel Documents.**

You may require hotel, car, tour and other vouchers / documents for your journey. Please ensure that you check all of this prior to your departure.

#### **Cancellations.**

In addition to iGO's standard terms and conditions, which apply to this agreement, please note that the relevant terms and conditions of any third party service provider will be incorporated into this agreement along with the applicable cancellation and refund clauses. These terms and conditions are to be found in the brochure of the relevant service provider and **will be provided to you.**

In addition, any bookings cancelled after confirmation will further be subject to cancellation fees as follows:

- 100% - within 4 weeks of departure
- 75% - 4 to 6 weeks prior to departure
- 50% - 6 to 8 weeks prior to departure

We will endeavour to recuperate these funds on your behalf, however we shall not be held responsible or liable for any losses incurred.

Airline tickets presented for refund are subject to delays of approximately 8 weeks. We will monitor the refunds but are unable to refund the monies to our clients before we receive reimbursement from the relevant airline.

### **iGO Travel Liability, Terms and Conditions.**

iGO Travel acts only as an agent between the passenger and the airline, car rental company or tour operator. As such, you agree that we are not liable for any loss, damage, accident, delay or inconvenience caused by the principal/supplier. On collection of your travel documents, you will be requested to sign a Form of Acceptance of the all terms and conditions relating to this agreement and the services that are rendered to you. A copy of these terms and conditions are contained in this agreement.

---

**iGO Travel act as an agent only and are not liable for any loss, damage, accident, delay or inconvenience caused by the principal.**

---

### **PLEASE READ CAREFULLY**

The iGO Services Agreement consists of a number of documents: the **Booking Confirmation Form**, the **Standard Terms and Conditions**, the **POPI Policy**, the **Payment Authorisation form** and the **Indemnity and Waiver**.

**Please read all of the documents carefully. By signing these agreements you indicate that you acknowledge, understand and agree to be bound by the terms of the agreements. These agreements are the basis upon which you will receive services from iGO and the related service providers who are engaged for your travel and ancillary requirements.**

**It is very important that you understand what you are signing.** If there are any clauses that you do not understand, please contact the employee of iGO with whom you are dealing to obtain further explanation or clarity. These documents must be signed and returned to iGO Travel.

**There are clauses that:**

- 1. limit your rights and/or limit the liability of the iGO;**
- 2. require you to acknowledge certain facts;**
- 3. require you to indemnify the iGO; and**
- 4. may pose an unusual risk or one that you may not have expected.**

These clauses have been highlighted in bold and in the more onerous cases require you to initial next to them in order to draw your attention to them.

The effect and consequences of these clauses mean that you may:

- not be able to claim certain costs, expenses, losses or damages that you may have suffered from iGO;
- not be able to recover certain amounts paid to the iGO or be entitled to refunds in certain circumstances;
- you may assume risks that would not ordinarily have been imposed on you;
- there are circumstances (other than the duration of the agreement coming to an end or due to a breach by you) in which the iGO can cancel the agreement without incurring any liability;
- that you may be required to indemnify (i.e. you will not have a claim against) the iGO for certain costs, losses, expenses or damages or claims and the iGO may have a claim against you for any such costs, losses, expenses or damages or claims against it, in the circumstances described in the indemnity;
- that you acknowledge that certain circumstances are true. If by signing the agreement, you acknowledge those circumstances or facts are true you will be treated as though that is the case, even if it is not and will be liable of the consequences if not true.

Please ensure that you sign and initial where indicated as well as initialling all pages. If you have any queries, please do not hesitate to contact us.

Please return a signed copy of this together with the agreements as proof that you have received and acknowledged this document.

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**FULL NAMES OF SIGNATORY:** \_\_\_\_\_

## **STANDARD TERMS AND CONDITIONS OF BUSINESS**

### **1. Preamble**

- a) iGO Travel Ltd, Registration Number 2009/016584/07 ("iGO Travel") carries on business under the regulations of the Association of South African Travel Agents ("ASATA") and provides clients with travel and/or other services on behalf of principals and/or other agents engaged in, or associated with the Travel Industry, including inter alia, airlines, tour operators, hotels, shipping companies, car hire and other providers of air, land, sea or any other travel arrangements, products or services. iGO Travel will provide, on request, the identity, terms and conditions of all our principals and other parties for whom we act as agent relevant to the service being provided for your booking.

\*note that the use of the words "you" or "your/s" for the purposes of this agreement shall be a reference to the client/s, that being the individual signing this agreement and each of those travellers/travel companions referred to or included in terms of this agreement.

### **2. Liability**

- a) iGO Travel represents airlines, tour operators, service suppliers and other travel organizations (collectively referred to herein as suppliers) as agents only, and accordingly on receipt by iGO Travel of any bookings in a brochure or tailored quote, iGO Travel shall transmit any such booking to the supplier concerned and endeavour to secure timeously all reservations and arrangements.
- b) All vouchers, receipts and tickets are issued subject to these standard terms and conditions as well as those specified by the suppliers and, by accepting the vouchers and tickets and/or utilising the services any suppliers participating in any of iGO Travel's tours or packages, you are thus contractually bound to both these terms and conditions and those of the relevant supplier.
- c) Neither iGO Travel nor any holding, parent, subsidiary, affiliated or associated company or representative shall be liable for any loss, injury of, or damage to your person and/or belongings howsoever caused save in an instance of gross negligence on the part of iGO, or its employees, and by your signature and acceptance of these standard terms and conditions of business you hereby indemnify iGO Travel against any claims for such loss, injury or damage so arising. iGO Travel furthermore does not accept liability for any actions, errors or omissions on the part of any supplier and/or their agents, which may be prejudicial to you or result in loss in any way or form whatsoever.
- d) It is the responsibility of all clients to ensure that they are themselves and independently adequately insured in relation to any and all services rendered in terms of this agreement.

### 3. **Bookings, Change of Arrangements, Routes and Prices**

- a) The words "the booking" or "the reservation" refer to part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of a client with suppliers for whom iGO Travel acts as agent, and excludes services of a peripheral nature as described or similar to those described in Clause 6.
- b) A booking made by iGO Travel constitutes a binding agreement contract between you and the suppliers and is consequently subject to both these standard terms and conditions and those of the suppliers who render services to you in terms of this agreement.
- c) The bookings or reservations are provisionally reserved until such time as the details of all travelers are provided to iGO Travel and all deposits that are required are paid in full.
- d) Wherever possible, iGO Travel will endeavour to confirm the status of any booking in writing, but we may not always be able to do so. In such cases, failure to provide written confirmation shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of iGO Travel.
- e) In the event of there being an unscheduled extension to the booking, including but not limited to delays caused by flight delay, bad weather, strike or any other cause that is beyond the control of iGO Travel, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc.) will be for your account.
- f) In the event that any supplier is unable to provide a service which has been confirmed to you, iGO Travel shall use its best efforts to offer you alternative arrangements of similar classification, wherever reasonably possible in the same area.
- g) Hotel accommodation and other arrangements are subject to alterations or cancellations any time without advanced warning or prior notice should circumstances arise which are beyond iGO Travel's control. You accordingly agree that iGO Travel shall not be held liable for any such alterations or cancellations.**

Initial\_\_\_\_\_

- h) Whilst every effort is made to keep to published itineraries, iGO Travel reserves the right to make changes as are deemed necessary in the circumstances. In some cases, conditions such as the weather may necessitate an alteration to the tour itinerary and this does not constitute any ground for a refund. iGO Travel shall give you as much notice of any such changes as is reasonably practical.
- i) Final itineraries and/or rooming lists must be received by iGO Travel from the client/s no later than 30 days prior to start date of the services. The information held by iGo Travel as at 30 days prior to the start date of the services shall therefore be considered final. No undertakings or assurances regarding inclusion or performance based on information received after this time period will be given or implied from the acceptance of any such information received by iGO Travel and the delivery of any such information after the aforementioned cut-off date shall attract additional charges, the value of which shall be notified to you.**

Initial\_\_\_\_\_

- j) Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee of a deposit to iGO Travel- as required which deposit may be non-refundable. Payment of any such deposit constitutes**

part of the booking conditions and iGO Travel reserves the right to cancel any booking without prejudice to any of its rights arising from this agreement or in law, in the event of a deposit or part thereof not being received timeously.

Initial\_\_\_\_\_

- k) The booking price quoted to you is based on fares, hotel prices, land costs and other relevant costs ruling at the date of iGO Travel's proposal/quotation. In the event of there being any increase or additional charges in any of the a foregoing costs prior to the start date of any booking, such variation shall be for your account upon receipt of request for payment by iGO Travel, as shall any increase in the booking price arising from the fluctuation in rates of exchange between the date on which the booking was quoted and the start date of any booking.

Initial\_\_\_\_\_

#### 4. Payment and additional charges

- a) Deposits in respect of all services shall be paid, unless specifically agreed to otherwise in writing between iGO and the client/s, 12 weeks before the start date of any of the services.
- b) Final payment for any booking must be made at least six weeks prior to departure, unless specific arrangements have been made with iGO Travel and such arrangement agreed to in writing by iGO Travel.
- c) Final payment is based upon on the quoted and confirmed price, less any deposit paid, plus any increases and/or additional charges that may have been incurred.
- d) **Aside from passport, visa and other peripheral service fees (additional fees), iGO Travel reserves the right to claim the late booking charges, communications, consultation, administration and amendment fees where applicable, which fees or charges are applicable.**

Initial\_\_\_\_\_

- e) For the business traveler who has a corporate account with iGO Travel, the terms of credit are strictly payable on presentation of statement of account.
- f) Any invoice and/or statement received by you shall be payable in full and no deduction, set-off or alteration may be made by you should all or any part of the services booked by iGO Travel be unused for any reason.

#### 5. Insurance

- a) Assistance to obtain travel insurance in terms of Section 22 of the Tourism Act, 1993, is available on request.
- b) It is the client's responsibility to ensure that he/she/it/they are adequately covered by insurance. iGO Travel may, though it shall not be obliged to, effect insurance for you upon receipt of detailed instructions in writing given by you.

- c) All insurance affected by iGO Travel pursuant to such instruction shall be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk. iGO Travel shall not be obliged to obtain separate cover for any risks so excluded and this shall remain your responsibility.
- d) iGO Travel shall not be under any obligation to affect a separate insurance for each client who receives services in terms of this agreement, but may declare it on any open or general policy.
- e) **Should insurers dispute their liability under a contract of insurance effected for your benefit in terms of this clause 5, for any reason, you will have recourse against the insurers only and iGO Travel will not bear under any responsibility or accept any liability whatsoever in relation thereto, notwithstanding that the premium of the policy may not be at the same rate as that charged by iGO Travel or paid to iGO Travel by you.**

Initial \_\_\_\_\_

- f) **iGO Travel will not be responsible if you fail to take adequate insurance cover or make accurate and truthful disclosures necessary for the purposes of any such insurance cover, or required by any insurer or underwriter, as the case may be.**

Initial \_\_\_\_\_

- g) **Queries may only be addressed to the principal insurer, and iGO Travel shall not in any way be held responsible for any and/or all information advanced by its staff in this regard.**

Initial \_\_\_\_\_

## 6. Peripheral Requirements

- a) iGO Travel will endeavour, as far as reasonably possible, to assist you in obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve and other bank approvals, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with suppliers on whose behalf iGO Travel acts as agent and referred to as "the booking" or "the reservation", but due to the constant changing nature of such peripheral requirements and services, iGO Travel cannot be held responsible for ensuring that these requirements and services are 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.

## 7. Cancellation

- a) **iGO Travel will undertake to endeavour to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, iGO Travel reserve the right to claim a reasonable cancellation fee for the services, administration, communication and charges which will, *inter alia*, depend on the debits iGo Travel receive from its suppliers.**

Initial \_\_\_\_\_

- b) In the event that you wish to cancel a reservation or booking, iGO Travel's cancellation notice periods applicable to this agreement are as follows, along with the applicable reasonable cancellation fees as set by the supplier:
- 90 to 120 days prior to start date of the services                      30% of total invoice;
  - 60 to 89 days prior to the start date of the services                      50% of total invoice;
  - 0 to 59 days prior to the start date of the services                      100% of total invoice;
- c) Failure to cancel will result in the total booking cost being payable.
- d) Cancellations by the client may only be effected by giving written notice of cancellation to iGO Travel.
- e) The client shall remain liable for any cost/s incurred or charges received up to and including the date of cancellation
- f) **iGO Travel reserve the right to discontinue and summarily cancel any agreement in respect of which payment have fallen in arrears, and shall provide you with notice of such action in the event that it becomes necessary.**
- Initial\_\_\_\_\_
- g) Where this right being exercised, the fully balance still owing shall immediately become due and payable on demand.

### **PERSONAL INFORMATION PROTECTION POLICY**

#### **1. CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)**

##### **1.1. Personal Information Policy**

\*note that the use of the words "you" or "yours" for the purposes of this Policy shall be a reference to the individual communicating with iGO and/or concluding any agreement and each of those travellers/travel companions referred to or included in terms of such agreement.

**1.1.1.** iGO takes POPI and the protection of your personal information seriously. Policy sets out how iGO will collect, use and protect the personal information of travellers and those acting on their behalf who require information, services and/or goods from us. If you have any questions or comments arising from this policy, please contact iGO's information officer (Mrs Jolene Ackerman) on (031) 000 1122.

**1.1.2. What is personal information:** the personal information that iGO is most involved in dealing with will be information relating to birth dates, identity numbers, passport numbers, occupation information, health information, travel destinations, travel and meal preferences, frequent flyer and other relevant memberships, personal and work email and contact details, financial information relating to credit cards, bank accounts and other payment methods.

**1.1.3. What is the purpose of the collection, use and disclosure (the processing) of your personal information:** in order to provide you with modes of transportation and related travel services such as accommodation, meals, insurance, tours etc. which iGO sells to you and/or reserves on your behalf, it is necessary for us to collect, use and disclose your personal information in order to complete these and other transactions related to your requirements.

More specifically, you will note that your information may be collected, used and/or disclosed in the obtaining of ancillary or additional services. Such instances will include:

- to provide you with advertisements of travel related information and personalised communications;
- to identify you and your preferences;
- to make airline, accommodation, car, tour and other reservations;
- to obtain relevant insurance products on your behalf;
- to obtain payment approval, including credit care or other financial approval for payment;
- to compile statistics and market research information;
- to comply with the law; and/or
- for a purpose that is ancillary to the above.

Your personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining your consent beforehand.

**1.1.4. How your personal information will be processed:** iGO will only collect your information for the purpose. We will collect information relating to any agreement concluded between yourself and iGO and the services and/or goods that you require from us in the following manner:

- directly from you when you make a request of us for information and/or travel services or goods, which request you may make in writing or verbally;
- from your agent, relative, employer, work colleague or other duly authorised representative who may seek or request our services and/or goods on your behalf;
- from airlines or other service providers that provided you with services previously;
- from financial institutions, credit bureaus or similar entities;
- from our own records relating to our previous supply of services or responses to your request for services;
- from any automated services, including reservation systems, that were used to render services to you previously; and/or
- from a relevant Department of Home Affairs or equivalent entity in another country.

**1.1.5. To whom will your personal information be disclosed:** the personal information that may be processed in terms of your agreement with for services and/or goods with iGO may be disclosed to other travel services service providers on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of your personal information, service providers who operate across the borders of this country (trans-border flow of information) where your personal information must be sent in order to provide you with the information and/or services and/or goods you have requested. In the event of another party/ies acquiring all of or a portion of iGO's business, your personal information will be disclosed to that party but they will equally be obliged as we are, to protect your personal information in terms of this policy and the law.

**1.1.6. Consent and Permission to process your personal information:** As the signatory on behalf of the Customer and each of the travellers included and referred to in terms of any agreement and any requests for services and/or goods from iGO, you accept notification of iGO's Personal Information Policy as set out herein. iGO will accept the following as your consent to the current or existing and future processing of your personal information:



- should you fail to advise iGO that you do not agree with the policy and you wish to exclude all or some of the provisions of it, after you receive notification of this policy as contained herein;
- should you directly or indirectly through an agent or representative acting on your behalf, provide us with your personal information when you request information or services from iGO;
- should you verbally or in writing give your consent be it by virtue of a previous consent you may have given iGO or in the circumstances of an application form or survey or like interaction with iGO.

iGO draws to your attention that in terms of POPI and other laws of the country, there are instances where your express consent is not necessary in order to permit the processing of your personal information, which may be related to police investigations, litigation or when your personal information is publicly available.

Where you share personal information of your travel partners with iGO (i.e. all other travellers travelling with you or on whose behalf you are requesting services and/or goods from iGO in terms of your agreement with iGO) you hereby consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and you warrant that you are authorised to give this consent on their behalf. In the case of giving personal information relating to children you expressly warrant that you have obtained the consent of a person competent to give such consent on behalf of the child in question.

**To this end, you indemnify and hold iGO harmless in respect of any claims by any other person on whose behalf you have consented, against iGO should they claim that you were not so authorised.**

**iGO will not be held responsible for any improper or unauthorised use of your personal information that is beyond its reasonable control.**

Initial\_\_\_\_\_

#### **1.1.7. Your rights regarding the processing of personal information:**

- You may withdraw your consent to the processing of your personal information at any time, and should you wish to do so, you must provide iGO with reasonable notice to this effect. Please note that your withdrawal of your consent is still subject to the terms and conditions of any contract that is in place. Should you wish to withdraw your consent but the withdrawal would then result in the interference of legal obligations, then such withdrawal will only be effective if iGO agrees to same in writing. iGO specifically draws to your attention that the withdrawal of your consent may result in it being unable to provide you with the requested information and/or services and/or goods.
- In order to withdraw your consent, please contact the Information Officer at [jolene.ackerman@igotravel.co.za](mailto:jolene.ackerman@igotravel.co.za).
- A copy of this policy is available on at our offices, situated at 486 Lilian Ngoyi Road, Morningside, Durban, South Africa.
- You are encouraged to ensure that where your personal information changes in any respect to notify iGO so that their records may be updated. iGO will to largely rely on you to ensure that your personal information is correct and accurate.
- You have the right to access your personal information that iGO may have in its possession and you are entitled to request the identity of which third parties will receive and/or process your information for the purpose. Please note however, that your request in this regard may be declined if:

- it is too expensive to reproduce the information
- the information comes under legal privilege in the course of litigation,
- the disclosure to you of your personal information in the form it is processed may result in the disclosure of confidential or proprietary information,
- giving you access may cause a third party to refuse to provide similar information to iGO,
- the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
- the information as it is disclosed to you may result in the disclosure of another person's information,
- the information contains an opinion about another person and that person has not consented,
- the disclosure is prohibited by law.

**1.1.8. Requesting access and lodging of complaints:**

- Please submit any requests for access to your personal information in writing to iGO's information office at [jolene.ackerman@igotravel.co.za](mailto:jolene.ackerman@igotravel.co.za). You are to please provide enough detail regarding the information you require to allow iGO to identify what information you are seeking access to.
- With any request for access to your personal information, iGO will require you to provide personal information in order to verify your identification and therefore your right to access the information.
- There may be a reasonable charge for providing you with copies of the information you are requesting.
- Please direct any request for accept to your personal information or complaints regarding this policy or any aspect thereof or any of the procedures iGO uses to process information, to the Information Officer.
- Should you feel that iGO has not dealt with any complaint you have filed to your satisfaction or you wish to report a complaint to the Information Regulator, you have the right to contact the office of the Information Regulator.

Initial\_\_\_\_\_