

Inanda Greens Business Park 98 Albertyn Avenue, Sandton, 2146 Gauteng, South Africa Tel: +27 (0)11 055 7966, Cell: +27 (0)82 577 7887, Fax: +27 (0)865127474

# **Golf4Fun Getaways Terms and Conditions**

#### **DEFINITIONS**

- 1. These general Terms and Conditions of business are applicable to bookings made directly between
  - 1.1. Golf4Fun (Pty) Ltd (referred to in these conditions as Golf4Fun or Golf4Fun Getaways or



the Company) and

1.2. The Customer (referred to in these conditions as the Client/Visitor/Hirer/Guest/Patron).

#### **QUOTATIONS**

- 2. Golf4Fun Getaways quotations are based on approximate costs and are subject to amendment, should these anticipated costs increase due to circumstances outside the control of Golf4Fun
- 3. Quotations given by Golf4Fun are valid for 7 days only from the date of the quote.
- 4. Prices quoted may vary due to, amongst others, availability, exchange rates and taxes. Prices are thus guaranteed only after full payment has been made.

#### **BOOKING & PAYMENT**

- 5. Bookings are only confirmed once payment has been received in full by Golf4Fun.
- 6. Payment can be done at by any of the following methods
  - 6.1. Electronic Funds Transfer (EFT) to the Golf4Fun banking account provided.
  - 6.2. Credit or Debit Card (no additional fee will be charged).
  - 6.3. Cash or Cash Deposit into the Golf4Fun bank account.
- 7. Golf4Fun does not accept cheques as payment.

#### ALTERATION TO SERVICES



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- 8. Whilst Golf4Fun will do the utmost to make requested changes, all amendments are subject to availability.
- 9. In the event of any amendments, an administration charge reflecting the costs of the change will be incurred by the client.
- 10. Requests to transfer a booking to another person where a client is prevented from travelling by reason of an unavoidable event (such as illness, death of a close relative or other emergencies), may be accommodated where possible. Provided that Golf4Fun receives 7 days' notice prior to the departure date and that the nominated person satisfies all conditions of the tour. Golf4Fun may require satisfactory evidence before agreeing to the transfer.
- 11. While every effort is made to keep to the final itinerary, Golf4Fun reserves the right to change a route or arrangements should conditions necessitate, to offer substitutes of equal value or to cancel the operation of any scheduled service e.g. in some cases, weather conditions can necessitate an alteration in the itinerary and this does not constitute any reason for a refund. The Company will not be liable for any loss or damage that may be incurred by any alteration, suspension or curtailment of services. It is the client's duty to check each amendment to the itinerary.

#### **CANCELLATION POLICY**

- 12. Cancellation of any booking must be confirmed in writing.
- 13. No verbal cancellation will be considered to be valid.
- 14. The date of cancellation shall be deemed to be the date on which the written notification is received by Golf4Fun.
- 15. Cancellation fees will be applied in accordance with the following schedule:
  - 15.1. 30 days or more prior to scheduled travel date: Full refund (minus 5% cancellation fee for administration)
  - 15.2. 8 -29 days prior to scheduled travel date: 50% of cost will be forfeited
  - 15.3. 7 days or less prior to scheduled travel date: 100% of cost will be forfeited
  - 15.4. A 5 day cooling off period is in effect where you may cancel your booking up to 72 hours from Golf4Fun confirming it, subject to a 5% cancellation fee.

#### **REFUNDS**

- 16. Once the tour has commenced, refunds will not be made for any missed activities or meals.
- 17. Refunds will be paid to guests within 10 days after confirmation in writing by Golf4Fun.

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- 18. Visas and Immunisation requirements vary from country to country, and up-to-date information should be obtained from your local health department or consulate. It is the responsibility of the visitor to ensure that they have a valid passport and the correct visas and that they have the required vaccinations to gain entry into any country, which they are intending to visit.
- 19. Guests must ensure that they are in possession of the right documents, licences and permits to enter and participate in any activities included in the tour. These include but are not limited to Driver's Licences, diving permits, police clearance certificates, identity documents and other similar certifications.

#### NOT INCLUDED IN PRICES

- Prices for Golf4Fun Getaways packages do not include the following
  - 20.1. Travel costs, airport taxes, toll fees and related taxes
  - 20.2. Costs of obtaining visas and passports,
  - 20.3. Costs of inoculations, medical and other health related costs
  - 20.4. Telephone calls, laundry and other incidental costs
  - 20.5. Entertainment arrangements not specified in the itinerary
  - 20.6. Meals and beverages not specified
  - 20.7. Golf cart hire
  - 20.8. Caddies fees & gratuities to service staff
  - 20.9. Any other items of a personal nature.

#### **ACCOMMODATION**

- 21. While every effort is made to provide the advertised accommodation, please note that the sharing option is not guaranteed unless both sharing parties book and conclude payment at least 7 days ahead of travel date.
- 22. Golf4Fun reserves the right to change at any time the booked accommodation to a different location to the one advertised for reasons including but not limited to overflow in booking and unforeseen closure or changes to the location booked. Where this becomes necessary Golf4Fun will endeavour to ensure that the alternative accommodation is of similar standard to the one booked.

#### UNSCHEDULED EXTENSIONS



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23. In the unlikely event of there being unscheduled extensions to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of Golf4Fun, its agents or the Principal, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc.) will be for the Client's account.

#### **EQUIPMENT**

- 24. Any equipment hired from Golf4Fun shall be governed by the following conditions
- 25. All equipment shall be collected and returned by appointment only.
- 26. The rental period shall commence on the day of pickup and be for the duration of the event, until equipment is returned to designated drop off location. Where the event begins on Friday, the hirer may collect equipment from the preceding Wednesday by appointment. Where the event ends on a Sunday, equipment shall be due back by the first Wednesday 5pm at the designated location. Any late returns will be billed at R100 per day.
- 27. The applicable rental fees must be settled upon collection of hired equipment
- 28. Cancellations of rental equipment must be confirmed at least 48 hours prior to the rental period.
- 29. Hirer must collect equipment at the advertised times, dates and locations. Special delivery of equipment will not be possible.
- 30. No refunds will be given due to itinerary alterations
- 31. In the event that any equipment is not returned to Golf4Fun, returned broken or in a state of damage that exceeds normal wear and tear, as determined by Golf4Fun in its sole and absolute discretion, the hirer will be charged R250 per golf club and R500 per golf bag. Golf4Fun has no duty to mitigate this replacement cost including any attempt to fix or find such damaged or missing item.
- 32. Should the hirer wish to extend the rental period, they can only do so prior to the commencement of the Rental Period.
- 33. Please check with your airline regarding baggage restrictions.
- 34. Internal Economy Domestic Flights generally allow 20 kilograms of luggage in the hold and 1 bag of 7kg hand luggage, which is able to be stored under the seat or in the above compartment. Special rates are offered for sports equipment.

CONDUCT



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- 35. The Client agrees that he/she will at all times comply with Golf4Fun and other partners' requirements in regard to his/her conduct and he/she will not in any way constitute a nuisance to any other guest on the tour.
- 36. The Company may, at its discretion and without any liability or cost to itself, at any time cancel or terminate a client's reservation and in particular without limiting the generality of the foregoing it shall be entitled to do so in the event of the illness or the incompatible behaviour of the client, who shall in such circumstances not be entitled to any refund.

#### SPECIAL REQUESTS

37. Clients who have special requests must specify such requests to Golf4Fun at the time of booking. It is the responsibility of the client to inform Golf4Fun at the time of booking of any special dietary requirements. Whilst Golf4Fun will endeavour to accommodate such special requests, it does not guarantee it will.

#### **CONFIDENTIALITY**

- 38. Golf4Fun undertakes to deal with all Client information of a personal nature on a strictly confidential basis
- 39. Golf4Fun further undertakes to ensure that any data or information collected will only be used for the purpose which it was collected and will not be sold or transferred to other users without prior written consent from the customer.

#### INSURANCE AND LIABILITY

- 40. It is strongly recommended to insure against cancellation, medical expenses, personal accident, loss or damage to personal property, loss or damage to luggage.
- 41. Golf4Fun, its outfitters, operators of the tour and/or suppliers of services act only as agents in regard to travel, whether by plane, sea, car, train or motor coach and assume no liability for injury, damage, loss, accident, delay, war insurrection, revolt, or other civil uprising, other military action, strikes or any Act of God occurring either the country of origin, destination or through passage, or for any reason whatsoever, or through the acts or default of any company or persons engaged in conveying the passengers or in carrying out the arrangements of the tour.
- 42. Golf4Fun will not accept any responsibility for losses or additional expenses due to the delay or changes in travel schedules or other causes. All such losses or expenses will be the responsibility of the member of the tour. Golf4Fun may not be held responsible for any theft, loss or damage to luggage, hired vehicles, hired sport equipment or other items or personal effects during the tour program. Once a deposit is made all of the above conditions will be deemed as accepted by the client/s.

**INDEMNITY** 



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- 43. Please be aware that during your participation in this tour certain risks and dangers may arise including but not limited to the hazards of travelling in undeveloped areas, wild animals, travel by boat, train, automobile, aircraft or other means of conveyance, the forces of nature, political unrest and accident or illness in remote regions without the rapid evacuation or medical facilities. Also be aware and also understand that Golf4Fun will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. It is understood that Golf4Fun will use their best efforts to ensure that all adequate measures are taken to avoid such occurrences. By acceptance and the payment for the Golf4Fun Getaways, you are a voluntary participant in these activities with the knowledge of the dangers involved and hereby agree to accept any risks.
- 44. As Lawful consideration for the agreement with Golf4Fun to participate in such trips and activities, the guest hereby agrees that they will not make a claim against Golf4Funrs and its employees or Agents for all claim actions and demands they may have for bodily injury, death or property damage arising from your participation in a tour/Getaway. The agreement is binding on the heirs, legal representatives and assigns of the guest. If any portion is unenforceable, the remaining portions shall remain in full force and effect.
- 45. Acceptance of the Terms and Conditions will serve to indemnify Golf4Fun against any liability from whatsoever cause arising and agreement is binding on your heirs, legal representative and assigns. If any portion is unenforceable, the remaining portions shall remain in full force and effect.
- 46. The law of South Africa shall govern the relationship between Golf4Fun and the Client and the Courts of South Africa shall have sole jurisdiction in respect of any claims and/or disputes, which may arise between Golf4Fun and the guest, or Agent.

CONSCENT TO USE OF IMAGERY

- 47. By booking and paying for a Golf4Fun Getaway and any associated event the guest confirms that any imagery, photography and video footage howsoever collected is the exclusive property of Golf4Fun.
- 48. Golf4Fun retains the right to utilise the above imagery for use including but not limited to marketing and advertising campaigns.

RIGHT OF ADMISSION

- 49. Golf4Fun reserves the right to refuse admission to any persons, without explanation.
- 50. Minors are not permitted to attend Golf4Fun Getaways. All persons participating must therefore be above legal age of majority in the country of departure, destination and transit at the time of booking.

CUSTOMER SATISFACTION



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- 51. Golf4Fun will always endeavour to provide the best service and experience to its guests and patrons.
- 52. Guests who are not entirely happy with the services provided by Golf4Fun or associated service providers including hotels, tour operators, airlines should please contact the customer service team at <a href="mailto:info@golf4fun.co.za">info@golf4fun.co.za</a>.