

GOLF –GOT-YOU, SA BOOKING CONDITIONS:

The following booking conditions form the basis of your contract with Golf –Got –You, SA C.C

Please read them carefully as they set out our respective rights and obligations.

We rely on mutual trust and understanding between you and ourselves and endeavour to adhere to the spirit as well as the letter of Salsa's Tour Operator's code of Conduct.

BOOKING YOUR HOLIDAY

1. Making a Booking

When you have chosen your holiday, you should contact us direct in writing or by telephone. At the time of booking, you must complete and sign a booking form, which must be signed by the first named person on the booking ('the party leader'). The party leader must be at least 18 and must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking. By signing the booking form, the party leader confirms that he/she is so authorised and that all party members agree to be bound by these booking conditions. The party leader is responsible for making all payments due to us. The completed signed booking form must then be sent to us with the deposit indicated on the booking form, together with all applicable insurance premiums if required (you must be insured-see clause 5). A higher deposit may be required where we have bought additional travel arrangements specifically for your holiday, or where suppliers have imposed additional terms on us. You will be notified of any unusual deposit conditions prior to confirmation by us of your booking. We must receive the balance of the holiday cost not less than 10 weeks before departure. If booking within 10 weeks of departure, the full cost of the holiday must be paid at the time of booking. You may make a booking by telephone and indeed, we suggest you do so to ensure that accommodation and /or aircraft seats are available for the required dates. Except as set out below, all telephone bookings will be provisional and will be held for 2 days pending receipt of your completed booking form and deposit/full payment as applicable. If your booking form and payment is not received within 2 days, the booking will automatically lapse. For telephone bookings made 10 weeks or less before departure where payment is made by credit /debit /charge card, the booking will be a firm one and a contract will come into existence immediately, where we give or are given verbal confirmation. (If it is necessary for us to specially request additional flight seats or other services to confirm your

booking, you must provide a credit card authority in respect of the costs of such seats/services before they can be requested. You will be obliged to pay these costs even if you decided not to proceed with the bookings, as we will be committed to paying them from the time the request is made. A contract will come into existence as soon as we receive confirmation of all such additional services from the supplier (s) concerned.

Please check your confirmation account, tickets (if applicable), final itinerary and all other documents you receive from ourselves, immediately on receipt. You must contact us straight away if any information appears to be incorrect, as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 14days of our sending it out.

2. Your contract

Subject to availability, a binding contract on the basis of these booking conditions will come into existence on the happening of the first of the following events as applicable: (1) When we dispatch a confirmation invoice to you or (2) for bookings made 10 weeks or less before departure when verbal confirmation is given to you or your Party leader, or when you are booking direct by telephone within this period and paying by credit/debit /charge card, when we give you verbal confirmation (or (3) as set out in clause 1 above where we have to specially request hotel accommodation or request flight seats(where applicable), or other services in order to confirm your booking.

Your contract with us will be governed by Roman/Dutch laws and is subject to the non-exclusive jurisdiction of the Courts of South Africa. In these, booking conditions references to 'you' means all persons named on the booking (including any individuals who are added or substituted at a later date). References to 'we ' and 'us' are references to Golf-Got –You, South Africa.

3. PRICES

Once your bookings has been confirmed, the price of your holiday as shown on your confirmation account will not be increased except as set out below or where you change your booking (see clause 9).

The price of your holiday is subject to increase up to 30 days before departure should transportation costs increase (e.g. fuel, scheduled air –fare and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator/organiser) or any of our costs increase due to

government action (e.g. increases in VAT or any other government imposed increases). Even in this case, we will absorb increases up to a total amount equivalent to 2% of the holiday price, which excludes insurance premiums, and any amendment charges. Only amounts in excess of this 2% will be surcharged. Where a surcharge is payable there will be an administration charge of 50p per person on top of this 2% charge. If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid to us except for any premium paid for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so in writing within 14days from the issue date printed on the surcharge invoice. If you do not tell us that you wish to cancel within this period of time, we are entitled to assume that you do not wish to cancel and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14days of the issue date printed on the surcharge invoice, which ever is the later. We promise not to levy a surcharge within 30 days of departure. We reserve the right to increase or decrease brochure prices of unsold holidays and correct errors at any time. We reserve the right to correct errors in both advertised and confirmed prices. You must check the price of your chosen holiday at the time of booking. When booking by telephone, any price quoted over the phone will be regarded as provisional until a signed booking form has been received by us at which time a final price will be calculated. We regret no refunds can be given in the event of any decreases in our costs. In the case of catered holidays, Festive/Gala meals (i.e. at Christmas/Easter) are not included in the holiday prices unless otherwise stated.

Please refer to individual price panels in the price guide for details on calculating holiday prices.

4. AIRPORT TAXES AND ADDITIONAL CHARGES

Current airport taxes, both UK and overseas, and security taxes are included in the prices shown in our current brochures, except for St.Lucia where you are required to pay a local departure tax at the airport (details will be provided at the time of booking).

In the event of any consumer levy or other new tax, duty or levy being introduced or the rate or application of any existing tax, duty or levy being increased or extended, we reserve the right to pass on the additional amount in full so far as unsold holidays, we will pass on the additional amount subject to

and in accordance with the surcharge provisions contained in clause 3 above. When you pay for your holiday by credit/charge card, we reserve the right to levy a 1% handling charge for each payment made by these means (no charge for Switch/Delta transactions).

5. INSURANCE

It is a condition of our accepting your booking that you have adequate personal travel insurance. You are advised to take out the cover we have arranged with Our Chosen Insurance Company. (See insurance section) Where you decline our chosen insurance cover, you must confirm that your alternative insurance policy is at least as comprehensive in all sections as Golf-Got-You, Sa's chosen insurers, and give details of your alternative policy (insurer and policy number,) on the booking form. If you fail to do so, we will add the appropriate premiums for the personal travel insurance we offer to your confirmation invoice. These premiums must be paid as soon as possible as cover will not be effective until we receive all applicable premiums in full. You are strongly advised to read your insurance policy details before departure. It is your responsibility to ensure any insurance policy you take out meets your particular requirements. We do not check alternative insurance policies.

6. PASSPORTS, visas and health requirements:

It is your responsibility to ensure you are in possession of a valid passport and, if necessary, any visa. (General information on Passport, visa, and health requirements are shown on our website, however more specific requirements can be obtained through the SATSA Website. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation or previous unknown convictions.

Passport, visa and health requirements are subject to change and it is your responsibility to check the up-to-date position in good time before departure. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible of reimbursing us accordingly.

7. SPECIAL REQUESTS

All special requests must be clearly noted on the booking form at the time of booking. We will endeavour to pass these on to the suppliers) concerned.

YOUR COMMITMENT TO GOLF-GOT-YOU, SOUTH-AFRICA

8. PAYING FOR YOUR HOLIDAY

You must ensure you pay for your holiday in accordance with paragraph 1. If you have not paid in full by 8 weeks, before departure, your holiday will be cancelled and you will lose your deposit and any insurance premiums you have paid.

9. CHANGING YOUR HOLIDAY

If you wish to make any changes to your holiday after it has been confirmed you must notify us in writing as soon as possible and, we will, at our discretion, endeavour to assist. We cannot guarantee we will be able to meet any such requests. Where we can meet any request, a minimum fee of 15 pounds, per passenger named on the booking form will be charged together with any costs incurred by us as a result, such as faxes or long-distance telephone calls and /or incurred or imposed by any of our suppliers. For amendments to accommodation, flights, ferries, passenger names or departure dates requested within six weeks of departure, cancellation charges as set out in paragraph 10 may apply. The amended arrangements will then be treated as a new booking. Cancellation charges will not, however, be payable where you wish to substitute a party member introduced by you where the original party members prevented from travelling (e.g. due to death or serious illness of a close family relative, his /her own personal illness or injury, jury service, redundancy or unavoidable work commitments). In this situation, you must request the substitution in writing not less than 28 days before departure and produce documentary proof of the reason for the transfer. The amendment fee of £15 per passenger named on the booking form will be payable, in addition to any charges or costs levied by suppliers. Such charges or costs may include the full cost of a replacement flight if the airline concerned refuses to allow the substitution. Important note: name changes or departure changes are not always permitted by the carrier (the company that provides your transportation). We will do our best to help you, but most carriers treat name changes as cancellations and charge accordingly. These charges will be passed on to you. Once airline tickets have been issued, any changes made to the ticket may result in you having to pay for the cancelled ticket and purchasing a new ticket at full cost.

11. CANCELLING YOUR HOLIDAY

If you need to cancel your holiday, the person who signed the booking form must notify us immediately in writing. The following cancellation charges (calculated as a percentage of the total holiday cost excluding insurance premiums and amendment charges which are non-refundable in the event of your cancellation) are payable from the date we receive your written notification.

Worldwide

- More than 56 days prior to departure loss of deposit
- 56 to 43 days prior to departure 30% of total cost
- 42 to 29 days prior to departure 50% of total cost
- 28 to 15 days prior to departure 80% of total cost
- 14 to 1 days prior to departure 90% of total cost
- Date of departure onwards 100% of the total cost

If some members of your party are forced to cancel, cancellation charges will be levied. Remaining passengers in the party must pay any increased costs for the holiday. Depending on the reason for your cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

11. COMPLAINTS

If you have a problem during your holiday, please bring it to the attention of Golf -Got-You, SA and the supplier immediately so that we/they have an opportunity to put it right at the time. If your complaint cannot be completely resolved locally, you must inform us and follow this up within 35 days of your return home by writing to our Customer Relations Manager in South -Africa giving your booking reference and full details of your complaint. If you fail to follow this simple procedure, we cannot accept responsibility for any claim, as we have been deprived of the opportunity to investigate and rectify the problem. This does not prevent you pursuing your complaint elsewhere.

12. LATE ARRIVAL & BEHAVIOUR

It is your responsibility to ensure that you are at the correct departure points in good time before departure. We cannot accept any responsibility if you miss aircraft or ferries /busses or cabs or the like, as a result of your checking in late or your connecting transport being delayed. At all times during your holiday, you are expected to have consideration for your fellow passengers and other third parties.

If in the opinion of ourselves, any airline pilot, accommodation owner or other person in authority, you are or appear to be behaving in such a way as to cause, or to be likely to cause, danger, distress, annoyance or damage to property, either ourselves or the supplier concerned may terminate your holiday arrangements. In this situation, we will have no further liability to you and will not be responsible for meeting any expenses you incur as a result, making any refund or paying any compensation. In addition, you will be responsible for any expenses we incur as a result of your behaviour such as the cost of diverting the aircraft.

Our Commitments to You

13. CHANGES AND CANCELLATIONS BY US

We start planning the holidays we offer many months in advance. Occasionally we have to make changes to and correct errors in the brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after the date the balance of the cost of your holiday must be paid where you have failed to make all payments due in full and on time or where we are forced to do so as a result of circumstances outside our control. We will not cancel after this date for any other reason. Most changes are minor. Occasionally, we have to make a 'significant change'. A 'significant change' might include one or more of the following changes when made before departure: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of 12 or more hours, a change of UK departure point (Gatwick to Heathrow or any other London airport is not a significant change) to one which is more inconvenient to you, the closure of the only or all advertised swimming pool(s) at your accommodation for an extended period (we may exclude outdoor unheated pools between 1 Nov-31 March at our discretion) and , in the case of tours, a significant change of itinerary missing out one or more major destinations substantially or altogether. All other changes are treated as 'minor' changes. If we have to make a significant change or cancel, we will tell you as soon as possible. We will offer you the choice of the following options:

(a) you may accept our offer of a replacement holiday of equivalent or higher quality (subject to availability) or (b) you may accept our offer of a replacement holiday of a lower quality (subject to availability) and we will refund the difference in the price, or (c) or may ask us for a refund of the money you have paid.

Please note, the above options are not available where any change made is a minor one. In addition, we will pay you compensation as set out below in table A if you take option (a) or (b) above or compensation as set out in table B if you take option (c) above subject to the following exception. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care.

Period before departure a significant change or cancellation is notified to you or your travel agent	Compensation per passenger (excluding infants)	
	A	B
70 days +	Nil	Nil
70-43days	15 Pounds	15 Pounds
42 –29 days	30 Pounds	15 Pounds
28-15 days	60 Pounds	30 Pounds
14-8 days	80 Pounds	50 Pounds
7-0 days	100 Pounds	50 Pounds

In all cases, our liability for significant changes and cancellations is limited to offering you the above-mentioned options and, where applicable, compensation payments. No compensation is payable for minor changes. Very rarely, we may be forced by 'force majeure' (see clause 14) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

14. FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason of circumstances amounting to '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, avoid. Such events may include war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building /roadwork's, unavoidable technical problems with transport and all similar circumstances beyond our control.

15. OUR RESPONSIBILITY FOR YOU HOLIDAY

(i) Except where otherwise stated, we accept responsibility if the services we have contractually agreed to provide prove to be deficient or not of a reasonable standard, regardless of whether such services are provided by our suppliers or ourselves. In addition, we accept responsibility for the acts and omissions of our employees. Agents, suppliers and sub-co -contractors (providing they were at the time carrying out work authorised by us). Except where loss and /or damage to or of luggage or personal possessions is concerned or a lower limitation applies if we are found liable, our maximum liability under this clause is, however, limited to three times the price of the holiday (excluding insurance premiums and amendment charges). This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday. For loss and /or damage to or of luggage or personal possessions (including money), our maximum liability in all cases is limited to the limits set out in the Warsaw Convention. (ii) Except where otherwise stated, we also accept responsibility should you suffer death, bodily injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub-contractors (providing they were at the time carrying out work authorised by us) subject to the following exceptions. We will not be liable where this was caused by the act(s) and /or omissions (s) of the person (s) affected or those of a third party not connected with the provision of your holiday arrangements and which were unforeseeable or unavoidable or an event which either ourselves or the supplier of the services(s) in question could not have

foreseen or avoided even with all due care.

iii) Except where otherwise expressly stated in these booking conditions, where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum we will have to pay you in respect of that claim or that part of a claim if we are found liable to you on any basis is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international (e.g. Warsaw Convention as amended for the international travel by air and /or , for EU registered carriers, the EU Regulation on Air Carrier Liability for international and national travel by Air. You must give credit for all payments due or received from any carrier or hotel keeper which in any way relate to the claim in question. If any payment is made to any person, they must pass on to ourselves or our insurers any rights that they may have to pursue any third party and must co-operate with ourselves and our insurers in obtaining recovery. (iv) The acceptance of liability set out in paragraphs 15 (i) and (ii) is subject to paragraph 14.

(v) If, through misadventure on an activity not forming part of your inclusive holiday arrangements or an excursion booked through us, you suffer death or personal injury, we will provide you with all reasonable assistance. In our sole discretion, this may include advice, guidance and financial assistance with initial legal costs in suing the third party responsible up to a maximum of £5000 per booking form total cost to ourselves. We will be entitled to recover from you any costs we incur in the event of a successful claim against a third party being made or there being a suitable insurance policy in force. Assistance with legal costs must be requested within 90 days of the date of misadventure. (vi) All baggage and personal possessions remain at all times and in all circumstances at your risk. (vii) Nobody has authority on our behalf to make any warranty or representation in connection with any holiday other than those appearing in the brochure or Golf-Got –You, SA website or otherwise confirmed in writing by us. (viii) All holiday arrangements are subject to the conditions of the relevant supplier, some of which limit or exclude the supplier's liability to you, usually in accordance with international conventions. You are deemed to have accepted these conditions which are available on request from ourselves direct.

16. ARBITRATION

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration under a special scheme which, although devised by arrangement with ABTA, is administered quite independently by the Chartered Institute of Arbitrators. The scheme (details on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The scheme does not apply to claims for an amount greater than £1500 per person/£7500 per booking form, nor to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. The rules of the scheme provide that the application for arbitration must be made within 9 months of the date of return from holiday but in special circumstances it may still be offered outside this period.

OTHER IMPORTANT INFORMATION

17. DELAYS

We cannot accept responsibility for any delays in departures or for any costs incurred by you as a result of any delays. If you have taken out our recommended Insurance Policy or your own, you may be able to claim compensation for delays in excess of 12 hours (see insurance section). In the event of a delay of between 2 to 4 hours, we will provide you, or reimburse you for, light refreshments. In the case of delays exceeding 4 hours, we will, if possible, provide, or reimburse you for, a main meal. You will appreciate, however, that in the case of delays affecting a number of flights, it may be impossible to provide the level of meals required due to congestion at the airport. We will endeavour to keep you informed of the course and extent of delays but ultimately this information is provided by the airlines on which we depend for information.

18. FLIGHTS

Golf –Got-You-SA, doesn't include the costs of the flight within the tour prices, due to the nature of the various combinations available and classes to choose from, however have provided the following information, in the event, that we are required to book a group booking or individuals flight in the future.

Where the information is available at the time of printing, the airlines, aircraft types and airports of destination used for your holiday are shown in our brochure and /or price guide. Such details may however change. If they do, this will be treated as a minor change not entitling

you to cancel, or change to another holiday, without paying the normal cancellation charges. The flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your confirmation invoice. However, the actual flight times will be those shown on your tickets, which will be dispatched to you approximately two weeks before departure. You must accordingly check your tickets and final itinerary very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched – we will contact you as soon as possible if this occurs. Further details will be available at the time of booking (but please be aware that these can still change). If flight allocations are full at time of booking, a higher price may apply. This will be quoted to you or your agents and your acceptance is required before your booking is confirmed. Under current Regulations, infants (under the age of 2 at the date of return travel) do not require a separate aircraft seat but may sit on an adult's lap. There is no baggage allowance for infants although a collapsible pushchair may be carried. Infants between 6 months and 2 years at the date of return travel may travel on British Registered airlines in CAA authorised car seats. Parents must provide the infant seat and will be charged for an aircraft seat at rates available from us. Aircraft seats for infants must be booked at least seven days in advance of travel to enable airlines to allocate suitable seats. Clients must check in at least 2 hours before departure to enable airlines to fit the seat. Seat allocation is done at check –in on a first come first served basis. You are advised to check in early if you have specific seat requirements. Air services additional to those in the brochure – flights may be arranged to suit your personal requirements, but the fare may be considerably higher than on our regular day of departure. Please ask for details. In common with many scheduled airlines the vast majority of holiday charter flights will operate a no smoking policy on flights where the planned duration is 6 hours or less. Airlines do not bear any responsibility for and are not committed by the text of Golf –Got-You, SA, s brochure, s or Website. Please note in relation to flights that, by our contract with you, we do not enter into an agreement for carriage by air but rather we only undertake to reserve (where required),accommodation onboard the airline advised at the time of booking or such other airline as may be substituted.

19. ACCOMODATION

The accommodation provided must only be used by the person(s) shown on the booking form and sub-letting, sharing or assignment is prohibited. Charges will be levied in resort for any people occupying accommodation that have not been named on the booking form and on no account may the number of people exceed the maximum occupancy stated in the brochure. (a) Hotel accommodation (i) Please bear in mind that hotel sports and other facilities may occasionally be unavailable due to maintenance, bad weather or other reasons. Availability may also be limited at the beginning and end of the season. Lack of availability will not be a breach of contraction on our part. Use of sports facilities can be limited as they are shared amongst the hotel guests and may incur a fee. At certain hotels, it may be necessary for beginners to take lessons at a charge before being able to use the sports equipment that is otherwise available free of charge to hotel guests. Swimming pools are not heated unless otherwise stated in the brochure description. (ii) Satellite/cable television, when advertised, may not include access to all channels. (iii) You must pay for all damage and breakages before vacating your accommodation. (iv) Where you request a specific room number or accommodation unit, we will endeavour to confirm this with the accommodation supplier. However, we cannot accept liability if the requested accommodation is not available or the supplier subsequently makes any changes to confirmed requests. (v) The majority of hotels in our programme request that you vacate your accommodation by midday. However some do require an earlier check out, but will usually provide a courtesy facility for luggage storage and changing. (vi) Star ratings featured against appropriate hotels are those supplied by relevant tourist authorities. (vii) Those of you who are single travellers or who wish to occupy accommodation with fewer people than the number shown on the price panel may feel that the cost per person of your holiday appears higher than it should be. The reason for this supplement is that our contract with the owners is based on a price per room while our holiday is sold per person, including flights and other elements. Therefore the 'per person' price for a lone traveller includes the entire room cost. This applies both to single rooms in hotels and self-catering units where, for example, three people may want to occupy accommodation usually sold for four and priced accordingly. We do not make addition or excessive profits from these sales; the prices charged merely reflect the real cost to us. In some hotels

there are rooms that are designed for single occupancy only. In this instance there will normally be a supplement but usually less than when a single person occupies a double room. These single rooms are often smaller and sometimes less well appointed. We do not know which room you will be given as your hotel will usually decide this shortly before you arrive. Where advertised, 'no single room supplement' offers apply to rooms we have contracted with hotels in advance. If all such rooms have already been booked, we may be able to request additional rooms but these will be at the normal full rate and the 'not single room supplements' offer will not apply. (b) Chalet/Villa accommodation (i) We reserve the right to refuse single sex parties. (ii) Please note that all accommodation must be vacated by 10H00 am at the latest, on the day of departure. Your co-operation in complying with this condition would be greatly appreciated in order that properties may be prepared for incoming guests. (iv) You must pay for all damage and breakages before vacating your accommodation. (v) Satellite/cable television where available may not include access to all channels. (vi) Maid service is as stated under each individual property description. Supplements may be charged for the use of facilities not specifically included, such as use of a telephone line. Details will be supplied on request. It is your responsibility to ensure these charges are agreeable to you before use.

20. CAR HIRE AND TRANSFERS

Where stated, car hire appropriate to the party size (excluding infants) is included in the price, where applicable. Details of insurance cover and any extra charges of transport costs will be produced on request with Golf-Got-You-Sa,s chosen insurers, insurance policy. Transport; unless otherwise arranged will be waiting for you at the airport arrival destination with your operator. Transportation will be insured locally, subject to local requirements and will be equipped in accordance with South-Africa's law. Where required we have arranged car /kombi hire with reputable car hire firms. It is advisable to ensure you are covered for personal accident insurance on your holiday insurance cover. Golf-Got-You, SA through Safari and Tourism Insurance Brokers, and are insured for minimum required insurance cover (note: if personal accident insurance is required it is payable through your holiday insurance company policy) You will be required to share transportation (taxi, minibus or coach.) with other clients, where applicable.

21. OTHER SERVICES

From time to time, we are asked to assist in requesting the provision of facilities from third parties in resort. When we are, we will endeavour to assist, on an ex-gratia and purely discretionary basis. However, it is understood and agreed that any such services provided by third parties do not form part of the contractual relationship between you and us and are therefore not subject to these booking conditions.

22. MEDICAL PROBLEMS-

Suitability

If you have any medical problem or disability, which may affect your holiday, you must give full details on the booking form at the time of booking. If so required, we will do our best to advise you as to the suitability of your chosen holiday on the basis of the information you provide us with. If we feel unable to accommodate properly your particular needs, we must reserve the right to decline /cancel your booking.

23. BUILDING WORK AND NOISE

Building work and the resulting noise from sites adjacent to any properties featured in the brochure may occur at any time during the season. Many resorts are continuing their development and at times local works may be taking place or may be planned. Where we are aware that such works are likely to occur during your holiday and may in our opinion significantly affect your enjoyment of it, we will advise you. If you are unhappy with the situation, we will endeavour to offer you alternative accommodation (with you paying or receiving a refund in respect of any price difference) or if we are unable to offer you similar accommodation you may cancel and we will give you a refund of all monies paid to us excluding insurance premiums and any amendment charges. As you will appreciate, building works are often carried out by third parties over whom we have no control. Furthermore they are frequently intermittent and we may only become aware that they are taking place when they actually commence. Unless building works are being carried out by our own suppliers or sub contractors, we regret we cannot pay any compensation or otherwise accept liability even if you are offered alternative accommodation or a refund as a result. If the building works are being performed by or on behalf of our own suppliers or sub-contractors and will have a significant effect on the enjoyment of your holiday, we will pay you compensation in accordance with, and limited to, the payments set out in clause 13.

24. LATE BOOKINGS/EXTRA TO ALLOCATION

We recommend that bookings be made as early as possible so that you can be sure of reserving the holiday of your choice on the date of your choice. However, it is possible for us to accept bookings less than 30 days before departure, but any changes such as telephone, or fax may be passed on to you. Full payment is due immediately on booking in this situation. On occasions our contracted flight allocations may be full. When this occurs we will offer you alternatives, where possible.

As we will incur costs at the reservation stage, a signed booking form and deposit (or full payment if booking 10 weeks or less before departure) must have been received by ourselves or your travel agent before we can confirm your booking.

25. SHOOTING SEASONS

Throughout Africa, hunters are permitted to shoot wildlife for the whole or substantial part of the year. If this causes concern, please contact us for further details.

26. LISTENING FACILITIES

We may from time to time listen in to reservation calls and record them to monitor performance or for training purposes.

27. GOLF ARRANGEMENTS AND TOURNAMENTS

(i) Our inclusive Green fees package tours are correct at the time of printing, Jan 2004, however in the event of an increase on actual green fees, you will be notified and advised at the time of booking of the slight subsequent effect this has made. (ii) The amendment of golfing itineraries and tournament weeks may be necessary due to course unavailability or failure to achieve the minimum number of entrants for tournaments. Amendments will be advised to you not less than six weeks before departure and alternative arrangements offered wherever possible. (iv) Amendments and cancellations to confirmed golf within 30 days of departure may be subject to 100% cancellation charges. (v) Vouchers will be issued for green fees paid to us. These will be dispatched with travel documents or provided in the resorts and should be presented at the golf club a minimum of 15 minutes prior to play commencing. (vi) Unused vouchers will not be refunded unless course closure has prevented play. In such cases written confirmation from the club concerned or our local representative is required before a refund can be made. This also applies

to the-times booked for the arrival day if unable to play due to delays, adverse weather or like. (vi) Most golf courses now require a valid handicap certificate. It is your responsibility to ensure that a valid certificate is available for presentation locally if required and that your handicap meets with the requirements of the particular courses you wish to play.

(ix) Once we have received your instructions by the way of the booking form, or any other notification, in writing, relating to any rounds of golf being booked in advance, we will invoice the cost of the green fees and /or the cost of the tournament or teaching week immediately. This amount will be due for payment 10 weeks prior to departure, or if your golf booking is made within 10 weeks before departure, at the time the booking is made. Starting times and activity entries are only confirmed once full payment has been received, and no refunds will be made for alterations or cancellations to the arrangements booked. (x) Where you request specific start times we will endeavour to arrange these. We reserve the right to vary both the start times and courses after they have been confirmed. Golf course management reserve the right to change tee-times at their discretion without prior notification. You are therefore advised to check with the resort in advance. (x) Many courses only permit play as 3 or 4 ball games and golfers booking in smaller parties may be teamed where necessary. (xii) Unless otherwise stated, golf carts are not included in the cost. (xiii) We cannot be held responsible for the actual playing conditions of courses, including changes caused by periodic course maintenance or (G.U.R)

28. BAG ALLOWANCE

The baggage allowance on most charter airlines is 23kgs (inclusive of golf clubs/barring SAA). Please be sure to indicate on the booking form any members of your party taking clubs in order that the necessary arrangements can be made. Carriage of golfing equipment is at the airline, s discretion and a small charge may be made by certain airlines (please confirm charges at the time of booking). Only in extremely rare occurrences is carriage refused and in such cases clubs left behind, are flown out as soon as possible. The allowance on most scheduled flights is 23kgs tourist class and 30kgs club class inclusive of golf clubs. The baggage allowances vary depending upon destination and airline and this information can be supplied on request at the time of booking. Excess baggage weight may be subject to charge. (It is advisable to check with your

individual airline concerned, on booking.)

All extra excess baggage charges will be to your own individual account.

29 Data Protection Policy:

Your Booking:

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, and any special needs/dietary requirement. Etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information onto the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs /immigration if required by them, or as required by law. We will not, however, pass any information onto any person not responsible for your travel arrangements. This applies to sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in SA or the EEA or not, we cannot provide your booking. In making this booking you consent to this information being passed on to the relevant persons.)

Your data controller is Golf –Got-You, South –Africa. You are entitled to a copy of your information held by us. If you would like to see this please contact us. We may make a small charge for providing this, to you.

BROCHURE ACCURACY:

Please note, the information and prices shown in any Golf –Got –You, South Africa brochures etc, may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the brochure and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.