

WY-GO (PTY) LTD / WANDERBLY

Terms and Conditions

1. Pricing

Prices correct at time of invoicing and are based on current airfares, taxes, hotel rates and the current rate of exchange and are valid for 24 hours. Prices are subject to change until full payment is received by Wy-Go/ Wanderbly. Wy-Go/ Wanderbly reserves the right, without prior notification to the customer, to adjust prices in accordance with increases in airfares, air fuel taxes, government and/or airport taxes and in the event of any currency and/or price adjustments, which may become effective up to the date full payment is received by the Wy-Go/ Wanderbly.

2. Pricing Errors

Whilst we make every effort to ensure the accuracy of the pricing information provided, regrettably errors do occasionally occur. When we become aware of any such error, we will notify you as soon as is reasonably possible. If a booking is already in place, you will have the choice to continue with the chosen itinerary at the corrected price or amend to a different holiday. We reserve the right to cancel the booking and refund you in full if you do not wish to accept the correct price that applies to your trip.

3. Responsibility, Limitation of Liability and Indemnity.

Wy-Go/ Wanderbly and their employees and agents, act as an intermediary only in producing and booking various travel arrangements, and on condition that they will not be liable for any injury, damage, loss, accident, delay or any other irregularity that may be occasioned by any defect in any vehicle, or other form of conveyance, or by error or default of any company or person engaged in conveying the passenger, carrying out the arrangement of the tour or otherwise in connection therewith. The passenger tickets in use by the airline or charter when issued shall constitute the sole contract between the airlines or charter and the purchasers of those tickets and/or passenger. Wy-Go/ Wanderbly makes every effort to ensure that all arrangements and services connected with your travel arrangements will be carried out as specified in the most efficient and effective way possible. However, being intermediaries we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for error and omissions of such suppliers. It is the clients' responsibility to satisfy themselves with any local laws and applicable insurance options, if any, for any facilities used or hired. The Client indemnifies and holds harmless Wy-Go/ Wanderbly its employees and agents accordingly. Wy-Go/ Wanderbly its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever and howsoever arising.

4. Substitution

Wy-Go/ Wanderbly or their agents and associated companies reserve the right to substitute hotels booked with a similar category or upgrade to a higher category at no extra cost to the passenger. Hotels reserve the right to close facilities due to operational requirements without prior notice. Services and facilities at hotels may change without notice.

5. Itinerary Alterations

While every effort is made to keep to all itineraries, Wy-Go/ Wanderbly reserves the right to cancel any tour/travel arrangements prior to departure, in which event the entire payment will be refunded by the Wy-Go/ Wanderbly in full and final settlement of all further liability of whatsoever nature, howsoever arising, which may arise as a result of such

cancellation. The duration of the travel package may have to be extended or curtailed owing to unforeseen changes in transport schedules. Any resultant expense will be borne by the passenger, and any saving refunded.

6. Travel Delays

Wy-Go/ Wanderbly does not hold itself responsible for any delays prior to departure, or during the course of its tours, brought about by technical difficulties, strikes, weather conditions or any other unforeseen circumstances which are beyond its control. It is understood that any expenses relating to these unscheduled extensions (e.g. hotels, meals, airfares, telephone calls, etc.) will be for the passengers' account. Losses due to travel delays may not be refundable however, we will always use our best endeavor to negotiate refunds on behalf of passengers.

7. Force Majeure (superior force)

During travel duration, (included but not limited to) unscheduled changes may be caused by flight delays, airport closure , port closures, strikes and or industrial dispute, bad weather, fire, threat of war ,riot, civil and or political unrest, act of God etc. that is beyond Wy-Go/ Wanderbly's control. All charges related to these changes will be for the clients account. Wy-Go/ Wanderbly will not be held liable for any of these charges.

8. Unused Services

No refunds will be considered for any unused services irrespective of whether they form part of the basic package, or whether they are in respect of pre-booked optional arrangements. No refunds can be considered on partially unused hotel accommodation, flights or car rentals.

9. Travel Documents

Must be checked upon receipt and all inaccuracies reported to your travel agent. It is the Agents responsibly to check arrival and departure dates, spelling of names, hotel bookings, and car rental and tour details. Wy-Go/ Wanderbly will not be liable for any inaccuracies after departure from South Africa. The onus rests on the passenger to ensure that all their travel documents are in order and correct before departure. The passenger need to ensure that he/she has complied with the necessary health/passport/visa/re-entry permit requirements. Wy-Go will not be held liable for any loss as a result of errors. Passports must be valid for a minimum of 6 months after your intended return date and have at least two free pages.

10. Travel Insurance

Travel insurance is essential. Wy-Go/ Wanderbly can provide Travel Insurance to clients, however we are not an authorised financial institution and cannot advise on these products. We strongly advise passengers to take out insurance at the time of booking, covering cancellation, personal accident, medical expenses due to illness, loss of baggage and curtailment.

11. Amendments to Airline Tickets

Once tickets have been issued; a cancellation fee will be levied by the airline in question (this fee varies from airline to airline and can range from 25% up to 100% of the fare paid plus VAT) should any changes be requested. Such changes specifically include, but are not necessarily limited to, any changes which are required to be effected due to the incorrect spelling of a passenger's name, change to travel dates or routing. In some cases, once issued, any changes will result in a 100% cancellation fee. Airlines are non-negotiable to changes post ticket issuance.

12. Reservations and Payment

Upon confirmation Payment in full is required where after no refund or amendment can be made. Rates may be higher than those available from the hotels directly. All reservations must be prepaid. In making payment you confirm that you have read and accepted these Terms and Conditions. Failure to remit final payment on due date will result in cancellation of reservations, forfeiture of deposit and may attract cancellation costs.

13. Cancellations

In the event of cancellation, which must be received in writing, charges will be determined at the time of cancellation. Cancellation fees may differ dependent on our supplier – most restrictive rules will be applied.

14. Air tickets

Flight prices / changes / conditions are regulated by the related airline. Wy-Go/ Wanderbly cannot guarantee or control these changes. Cancellation fees apply once air tickets are issued. The cancellation fees range between 25% up to 100% (plus VAT) of the total airfare paid, dependent on the class of travel and the airline concerned. During high/peak periods - once issued, tickets cannot be changed and are non-refundable. Airlines are non-negotiable to changes post ticket issuance. Passengers are reminded that they are responsible for reconfirmation of flights and flight times at least 72 hours prior to departure to ensure the airline has had no schedule or time changes. Failure to reconfirm flights with the airline concerned could lead to the cancellation of the flight reservation. Wy-Go/ Wanderbly is not responsible for the overbooking by airlines resulting in passengers being denied boarding. Providing passengers adhere to check in time, it is the airlines responsibility to reroute or rebook flights.

15. Disclaimer

Wy-Go/ Wanderbly cannot be held responsible for any charges that appear on a passenger's credit card, nor accept the responsibility of having any of these charges reversed or corrected upon the passenger's return to South Africa. Wy-Go/ Wanderbly, in making arrangements for transportation, conveyance, hotel accommodation or any other service, acts as agents only and is not liable as a principle.

Wy-Go/ Wanderbly does not own, manage, control or operate any transportation vehicle, any hotel or restaurant or any other supplier service.

Bookings for the services provided by our suppliers will form a direct contract between passengers and the relevant supplier and will also be subject to the suppliers Terms and Conditions.

Furthermore, Wy-Go/ Wanderbly shall not be liable for any injury, death, loss, damage, accident, delay or inconvenience, howsoever caused, during any journey, tour, residence or other facility arranged or booked by Wy-Go/ Wanderbly.

Wy-Go/ Wanderbly is not liable for any failure to make satisfactory or any arrangements or booking, whether such failure is occasioned by any of its employees, agents, principals, sub-contractors or otherwise.

Any loss or additional expense due to delays, changes or cancellations of air, rail, road, sea or any other service, strikes, sickness, theft, war, weather or other causes, will have to be borne by the passenger.

In the event that you are not satisfied with any aspect of your arrangements, you must immediately inform our local supplier who will endeavour to resolve the issue at the time. If on your return you have a further complaint or query, you should notify your Travel Agent within 30 days of the original service.

16. POPI

By signing these terms and conditions you hereby give consent to Wy-Go/ Wanderbly to process your personal information for all purposes related to these terms and conditions, in accordance with the provisions of the Protection of Personal Information Act. Such consent specifically includes the consent to work with and disclose bank account details for purposes of any refund, and for the bookings for the services provided by Wy-Go (Pty) Ltd etc.

DATED AT _____ ON THIS THE ____ OF _____ 20__

CLIENT

FOR AND ON BEHALF
OF WY-GO (PTY) LTD

INDEMNITY AGREEMENT

Entered into between:

(hereinafter called "The Client")

And

WY-GO(PTY)Ltd 1413 of Shirley Avenue Ramsgate 4285
and its appointee in this regard

(hereinafter called "WY-GO's Travel and Consulting Services")

1. The Client wishes to make use of WY-GO's Travel and Consulting Services for the upcoming _____ .
2. The Proposed Travel Arrangements are made on the express condition that WY-GO's travel and Consulting Services its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss (financial or otherwise), damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client whether on the tour or journey or not), to or of their luggage, or other property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of the WY-GO's Travel and Consulting Services whatsoever.
3. The Client indemnifies and holds harmless WY-GO's Travel and Consulting Services; its employees and agents accordingly.
4. WY-GO's Travel and Consulting Services, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever and howsoever arising, unless section 61 of the CPA applies.

[FOR AND ON BEHALF OF THE CLIENT]

[NAME], [TITLE]

DATE

[FOR AND ON BEHALF OF WY-GO'S TRAVEL AND CONSULTING SERVICES]

[NAME], [TITLE]

DATE

COVID-19 LAND AND AIR CANCELLATION POLICY (as of 01 August 2020)

New flexible COVID booking conditions will apply on a selection of properties which will be confirmed on your quote. Please take note that we act as booking agents for the various suppliers of the component parts of the holiday which we organise, and as such, bookings for their services will form a direct contract between you and the relevant supplier and will be subject to that respective supplier's standard terms and conditions. A copy of the Terms and Conditions are available upon request.

LAND PORTION:

We will not charge any cancellation fees due to travel bans imposed by government, and all bookings will be refundable. (Excluding service charges and travel agent commissions)

AIR PORTION:

Airlines have different rules and policies. Most airlines are not offering refunds but are permitting clients to change their travel dates.

IMPORTANT TRAVEL TIPS - DURING THE CURRENT COVID-19 PANDEMIC:

Please get familiar with the departure and return requirements of your destination.

Returning Home: Passengers travelling to South Africa are strongly advised to hold a printed medical certificate of a negative Covid-19 PCR test results obtained within 72 hours prior to departure, from the date of examination.

We would recommend keeping checking and re-checking on these requirements as things can change on a daily basis.

TravelDoc is a free site that verifies passengers' international travel documentation, including visa and health requirements (including those related to covid-19), it will quickly check documentation against travel restrictions imposed on the passenger by the authorities in the transit or destination country. An online Document Rule Library (APP or WEB) that displays each country's immigration, health, safety, and customs rules is also available

Click here for TravelDoc:<https://www.traveldoc.aero/>

TRAVEL INSURANCE:

It is now more important than ever to ensure that you have adequate travel insurance.

Many countries will deny you entry without adequate travel insurance. Please speak to your travel advisor/agent about your options.

GOVERNMENT COVID-19 PORTAL

It is the traveller's responsibility at all times to ensure that they are compliant with all the applicable Government regulations under the Disaster Management Act for COVID 19.

For the latest South African Covid-19 Travel regulations and other information please click on the link below:

<https://sacoronavirus.co.za/>

Please note that should you fail to adhere to these regulations, and such failure results in a loss in respect of the booking, we shall not be liable for such loss.

Please Note:

If you have any specific questions regarding any medical matter, please consult your doctor or other professional healthcare provider.

Wanderbly/ Wy-Go (Pty) Ltd cannot and will not provide travellers any medical and travel advice pertaining to the COVID-19 virus and therefore cannot be liable for any loss or damage directly or indirectly caused by COVID-19.

