

Standard Terms & Conditions

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SILVERSEA JOURNEYS ONLINE TRAVEL OPERATIONS PTY LTD.

APPLICATION

All Services rendered by or on behalf of Online to the Clients are subject to the terms and conditions ('the Conditions'), as set out below.

Nature of the services rendered by SILVERSEA JOURNEYS

SILVERSEA JOURNEYS renders the service of hosting an on-line search and booking portal, with its primary focus on the travel and accommodation industries ('the Services') pursuant to which the general public shall

- a) have access to the portal,
- b) be entitled to set certain travel, accommodation and/or other service criteria based on information gleaned from the internet,
- c) request quotations and (iv) be entitled to confirm bookings and place reservations relating to its travel, accommodation and/or other service requirements

For the avoidance of doubt, the Services do not include any advisory or consultancy services.

SILVERSEA JOURNEYS provides clients (you/your) with travel and/or other services on behalf of principals and/or other agents engaged in, or associated with the Travel Industry, including, airlines, tour operators, hotels, car hire and other providers of air, land, sea or any other travel arrangements, products or services. **SILVERSEA JOURNEYS** will provide you with the identity, terms and conditions of all Third Party Service Providers and it is your responsibility to familiarize yourself with such terms and conditions.

Authority

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have ***read and accepted*** the Conditions and to have the authority to do so on behalf of the person in whose

name the estimate or quotation or reservation is requested an/or provided an/or the person to whom the services are rendered.

Destination Selection

You acknowledge that you have selected the itinerary and destination(s) constituting the booking based on information gleaned from the Internet. You also acknowledge that the Internet information has been compiled and are managed and up-dated by the Principal over which **SILVERSEA JOURNEYS** has no control. Accordingly **SILVERSEA JOURNEYS** cannot and does not guarantee that the itinerary and/or destinations will comply in whole or in part with such information as taken from packages on the **SILVERSEA JOURNEYS** website. Any right of recourse in that regard will be against the Third Party Service Provider.

Breakaways

While it is possible to break away from the itinerary, it is understood that such breakaways will be for your account.

Conduct

You agree that you will at all times comply with **SILVERSEA JOURNEYS** requirements in regard to your conduct and you will not in any way constitute a nuisance or a danger to any other passenger on the trip

Special Requests

If you have special requests you must address such requests to **SILVERSEA JOURNEYS** the time of booking or in writing well before the departure date. Whilst **SILVERSEA JOURNEYS** Will use its best endeavours to accommodate such requests, there is no guarantee.

Bookings with Third Party Service Providers

SILVERSEA JOURNEYS represent Third Party Service Providers as agent only, and accordingly on receipt by **SILVERSEA JOURNEYS** of any request for a booking(s) from the website,

SILVERSEA JOURNEYS shall transmit any such booking to the Third Party Service Providers concerned and endeavour to secure timeously all reservations and arrangements. All quotations or estimates provided by or bookings made with and/or services rendered or vouchers, receipts or tickets issued by or on behalf of **SILVERSEA JOURNEYS** are subject to these terms and conditions (ST&C) and that of any Third Party Service Providers. Third Party Service Providers may be acquitted from responsibility in that they act as an agent themselves or have contracted out of liability, as may the ultimate principals such as airlines, hotels, car hire and coach operators, and it is therefore recommended that appropriate

insurance be taken out for all travellers. **SILVERSEA JOURNEYS** furthermore do not accept liability for any actions, errors or omissions on the Third Party Service Providers and/or their agents, which may be prejudicial to you or result in loss in any way or form whatsoever, including injury, illness, harm, trauma, death and/or loss of or damage to your belongings whatsoever and you indemnify **SILVERSEA JOURNEYS** accordingly. The conditions of the Third Party Service Providers shall constitute the sole contract between the Third Party Service Providers and you and any right of recourse you may have, will be solely against the Third Party Service Providers.

Liability

1. The Company represents airlines, tour operators, service suppliers and other travel organisations as agents only, whether this is a specified itinerary from the **SILVERSEAJOURNEYS** website, www.silverseajourneys.co.za, out of a brochure or a tailored quotation. The Company will transmit any such booking to the supplier concerned and endeavour to secure timeously all reservations and arrangements.
2. All vouchers, receipts and tickets are issued subject to the Terms and Conditions specified by the suppliers and, by accepting the vouchers and tickets and/or utilising their services, any person participating in any of these tours or packages become contractually bound to the supplier thereof.
3. Neither the Company 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 whatsoever and you hereby indemnify the Company accordingly. The Company furthermore does not accept liability for any actions, errors or omissions on the part of any principal or third party and/or their agents, which may be prejudicial to you or result in loss in any way or form whatsoever.
4. Those parties for whom the Company acts as agents may be acquitted from responsibility in that they act as agents themselves or have contracted out of liability, as by the ultimate principals such as hotels, car hire and coach operators, and it is therefore recommended that appropriate insurance be taken out by all travellers.

Bookings, Amendments & Revised Itineraries, Routes and Price.

1. "The booking" or "the reservation" refers to part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of a client with principals and parties for whom the Company acts as agent, but excludes services of a peripheral nature

as described or similar to those described in Clause 6. Any booking made by the Company constitutes a form of contract between you and the party referred to in the above clauses and is consequently subject to the terms of the Company and such other parties' conditions of agreement.

2. Wherever possible the Company shall 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 the Company's behalf.
3. In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the Company's control, it is understood that expenses relating to these unscheduled extensions (hotel, accommodation, etc.) will be for your account.
4. In the event that any hotel is unable to provide the accommodation confirmed to you, the Company's policy is always to offer you an alternative hotel of similar classification, or better, and wherever possible such hotel will be located in the same location.
5. Whilst every effort is made to keep to published itineraries, the Company reserves the right to make changes as are deemed necessary. In some cases, conditions such as weather conditions, technical difficulties, strikes and communication breakdowns, may necessitate an alteration to the tour itinerary and this does not constitute any ground for a refund.
6. 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 the Company; part of all thereof shall be non-refundable. The deposit constitutes part of the booking conditions and the Company reserves the right to cancel any booking without prejudice, in the event of a deposit or part thereof not being received, timeously.
7. The booking price quoted to you is based on fares, hotel prices, land costs and other relevant costs ruling at the date of the Company's proposal. In the event of there being any increase in any of the afore-going costs prior to the commencement date of any travel arrangements, such variation shall be for your account on request from the Company, as shall any increase in the booking price arising from fluctuation in rates of exchange.

PAYMENT AND PAYMENT TERMS

The Payment is due immediately by Visa, Master, American Express or Diners Credit Card, Electronic Funds Transfer, Cash Deposit at a bank, whichever is applicable, and must reflect in the bank account of Silversea

Journeys by midnight South African time on the day that the Booking was made. If the Payment is not received as stated above, Silversea Journeys or Principal involved RESERVES THE FULL RIGHT TO CANCEL THE BOOKING, in which event the full Payment (less any cancellation and administration fees) shall be refunded to the Client. In the event that the Payment was made after the aforementioned deadline, and should Silversea Journeys inform the Client by means of a revised Quote that the Booking remains available at a higher price, the Client may choose to proceed with the Booking at such higher price, in which event the CLIENT WILL BE LIABLE for any difference between the original Quote and such higher price, and the revised Payment must reflect in the bank account of Silversea Journeys before the deadline stipulated in the revised Quote in order to secure the Booking.

Silversea Journeys is a South African company and all transactions are processed in South African Rand. The applicable conversion charges ('Additional Charges') may therefore be levied by your merchant bank if payment is made from another country and/or in another currency other than South Africa. The Additional Charges are driven by the global treasury of the applicable credit card and are impacted by the change in daily exchange rates. Silversea Journeys shall therefore NOT BE HELD LIABLE for any Additional Charges levied by the applicable merchant, or bank pursuant to the confirmation of a Booking.;

QUOTES

Quotes are provided at the ruling daily exchange rate. Until Silversea Journeys has received Payment, it RESERVES THE RIGHT to amend any Quote. Should the Quote be increased as a result of an exchange rate fluctuation, the CLIENT UNDERTAKES TO PAY FOR ANY INCREASE ON DEMAND. Any decrease in the QUOTE prior to the date of Payment will be reflected in the Quote itself. The onus will be on the Client to check that there have been no changes in the Quote prior to making the Payment. Airfares are subject to the price and conditions quoted by the airlines. However, once Payment has been received, the Quote is guaranteed PROVIDED. Please be advised that service fees and products are non-refundable in case of a cancellation.

THAT the payment was made by midnight on the day that the Booking was made. Should the Client be a group booking and the group number deviate from the number required for the Booking, the PRINCIPAL MAY RESERVE THE RIGHT to re-cost the Quote and raise a surcharge. Should any Client refuse to accept and pay such surcharge, it may result in the Principal CANCELLING

THE BOOKING AND RETAINING any payment made, and Silversea Journeys will be entitled to retain any service fees charged.

SERVICE FEE

These fees cover the costs incurred by Silversea Journeys in booking and servicing your travel reservation. We reserve the right to charge a service fee for any additional services rendered.

Insurance

1. Assistance to obtain travel insurance in terms of Section 22 of the Tourism Act 1993 is available on request.
2. It shall not be obligatory for the Company to affect insurance for you except after receiving detailed instructions given to the Company in writing by you. All insurance affected by the Company pursuant to such instruction will be subject to such exceptions and the insurance company or underwriters accepting the risk may impose conditions as, and the Company shall not be obliged to obtain separate cover for any tasks so excluded. The Company shall not be under any obligation to affect a separate insurance for each customer, but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, you will have recourse against the insurers only and the Company will not be under any responsibility or liability whatsoever in relation thereto.
3. The Company will not be responsible should you fail to take adequate insurance cover.
4. Queries must be addressed to the principal insurer, as the Company shall not in any way be held responsible for any and/or all information given by their staff in this regard.

Peripheral Requirements

1. The Company will endeavour to assist you in obtaining passports, visas, health documentation, insurance, foreign exchange, Reserve Bank and other bank approvals, customs and immigration regulations information as well as other peripheral requirements or services falling outside the actual travel arrangements made with principals and other parties. For whom the Company acts as agents and referred to as "the booking" or "the reservation", these are subject to certain conditions.
2. Please note: It is ultimately the passenger's responsibility to make sure they are in possession of valid passports, together with the necessary visas, health documents, & travel insurance.

3. Due to the constant changing nature of such peripheral requirements and services, the Company will do its utmost in ensuring the accuracy of such information, but cannot be held liable for the inaccuracy of any information or any lack of information relating to such requirements and/or services.
4. In accepting the Company's recommendations you also accept that the Company will not be liable for any loss of or damage to passports, visas, documentation or cash whilst it is NOT in the Company's immediate possession. The Company will in any event not be liable for any consequential loss whatsoever arising there from and furthermore, the Company does not guarantee that it will be successful in obtaining passports and visas for which applied, and your applications thereto are submitted to the Company subject to these conditions.

Cancellation

In the event of the Client cancelling the Booking, Silversea Journeys shall have the RIGHT TO EITHER CLAIM the amount of, or retain an amount of the Payment and claim reasonable damages suffered by Silversea Journeys , provided that Silversea Journeys shall not impose any cancellation fee or claim any damages in respect of a Booking or reservation if the Client is unable to honour the Booking or reservation due to the death or hospitalisation of the Client. The Principals may reserve the RIGHT TO CANCEL any services prior to departure, in which event the Payment (less Silversea Journeys service fee) will be refunded by the Principal to the Client without any further obligation on the part of Silversea Journeys, Silversea Journeys will CHARGE A FEE for processing the request for refund. Clients should refer to the "Refunds" section of these Conditions, as well as the cancellation provisions contained in the Principal's Conditions or the Sites. Principals may charge cancellation fees over and above the cancellation fees charged by Silversea Journeys in terms of this Condition.

Verification Bookings at Silversea Journeys ' Names and Travel Details

It is important that you provide Silversea Journeys with the travellers' names as per the travellers' passports/identification. Failure to do so could result in denied boarding or deportation. Please confirm that all of the travel arrangements, itinerary details and documents are correct. Once documents have been issued changes could incur financial penalties imposed by the service provider(s) and these will be payable by you.

Passports, Visas & Health?

It is entirely your duty to ensure that all passports and visas are current, valid, obtained on time and will be valid for six months to one year after your return to home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with Silversea Journeys before travelling. Silversea Journeys will endeavour to assist you but such assistance will be at Silversea Journey's discretion and you acknowledge that in doing so, Silversea Journeys is not assuming any obligation or liability and you indemnify Silversea Journeys against any consequences of non-compliance. It is your duty to familiarise yourself with the inherent dangers of and mental and/or physical condition required for your proposed travel arrangements. Silversea Journeys **cannot be held responsible for:** denial of your visa application for any reason; Delay of issuance of your visa by the consulate; Loss of your passport(s) by the consulate and/or courier; Change in visa costs and requirements; Financial losses incurred as a result of a visa application being denied; **Please note that a visa does not guarantee entry to any given country at point of entry.**

Malaria and other Tropical Diseases: WARNING Certain parts covered by your itinerary may be areas where there is a high-risk of malaria and other tropical diseases. We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return.

Other Documents

Other documents that may be required for your journey are your identity document, an international driver's license, inoculation certificates and hotel, car and tour vouchers. Please ensure that you check all of these prior to your departure.

Refunds

Airline tickets presented for refund are subject to delays of approximately 8 weeks but could take longer. Silversea Journeys is unable to refund monies before receipt of funds from the relevant Third Party Service Providers. All refunds are subject to a 10% administration fee, which is calculated on the value of the ticket submitted for refund or the amount of the refund claimed, whichever is the larger amount. This fee is over and above any cancellation fee, which may be charged by the Third Party Service Provider to whom the refund is submitted. Refunds by the Third Party Service Provider will be subject to their terms and conditions.

Foreign Currency

This may be purchased up to 60 days prior to departure. You can place your foreign exchange order with your Silversea Journeys consultant. Foreign exchange regulation compliance is your exclusive duty. This will apply especially when you instruct Silversea Journeys to make and pay for travel arrangements on the Internet.

Confidentiality

Subject to statutory constraints or compliance with an order of court, Silversea Journeys undertakes to deal with all your information of a personal nature on a strictly confidential basis.

Internet Bookings

If you request or instruct Silversea Journeys to do bookings via the Internet, you irrevocably authorise Silversea Journeys to do the following on your behalf (1) make any selections of and for the booking (2) make payments and (3) accept booking conditions.

Reconfirmation

Please reconfirm all forward and onward travel arrangements (including domestic connecting flights required upon your return) 72 hours prior to departure. Failure to do so could result in the cancellation of your journey.

E-Ticketing

You must be ready to show your identity document and that of each member of your party and possibly your credit card at the check-in counter of the airline concerned.

Important Notes

Airlines reserve the right to withdraw airfares without notice. We cannot guarantee airfares and airport taxes until paid in full and the air tickets have been issued. Certain destinations may also require a departure tax which is payable locally upon departure. These are not included in the pricing quoted. Prices are subject to change without notice until payment has been received in full, whether a reservation has been made or not. By accepting this confirmation and offering payment therefore it will be deemed that you have read, understood and accept our terms and conditions.

Bookings Online on the Silversea Journeys website:

www.silverseajours.co.za

Intellectual Property

The website [www. Silversea Journeys.co.za](http://www.SilverseaJourneys.co.za) is owned by Silversea Journeys and the domain name is registered in the name of Silversea Journeys All intellectual property rights in and to the aforementioned vests in the owners as indicated. None of the content or data found on this site may be reproduced, sold, transferred, or modified without the express written permission of Silversea Journeys.

Applicable Law

Please note that the use of the website is subject to the STC and specifically subject to South African law and the jurisdiction of South African courts.

Access and Use

Access to and use of the website is entirely at the user's risk. Silversea Journeys may discontinue or suspend the website at any time without notice, and it may block, terminate or suspend any user's access at any time for any reason in its sole discretion, even if access continues to be allowed to others.

Links to other websites

There are links on this website which allows a user to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by Silversea Journeys and Silversea Journeys makes no representations and gives no warranties concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites. Silversea Journeys has not tested and makes no representations regarding the correctness, performance or quality of any software found at any such sites. You should research and assess the risks, which may be involved in accessing and using any software on the Internet before using it. You are deemed to indemnify Silversea Journeys against any claims for loss or damage arising from your use of or of information gained from or from accessing any such linked sites.

Changes

Silversea Journeys may make future changes, deletions or modifications to such terms and conditions, information, graphics, products, features, functionality, services, and links at any time without notice and your subsequent viewing or use of this website will constitute your agreement to the changes, deletions and modifications.

Responsibility

The Company will provide, on request, the identity, Terms and Conditions of our Principals and other parties for whom we act directly as agent, relevant to the service being provided in the booking.

Interpretations, Law Applicable and Jurisdiction

1. Words implying the singular, shall include the plural and vice versa, words importing one gender shall include any other and reference to natural persons shall include legal entities and vice versa.
 2. South African Law governs this agreement.
 3. The parties hereby consent to the jurisdiction of the appropriate Magistrate's Court in regard to any action and/or proceedings based on, or arising from these Standard Conditions of Business.
 4. This document reflects the only and full agreement between you and the Company and any variation and/or extension thereof shall not be valid unless agreed to by both parties in writing.
Disclaimer: Please note that all fares & rates quoted are subject to change without prior notice due to currency fluctuation & fuel increases at the airline or operator's discretion. Silversea Journeys acts on behalf of all operators, hotels, airlines & car hire companies and therefore cannot be held liable for any unforeseen increases and / or changes. It is imperative that you are sufficiently insured each and every time you travel.
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