



G O L F A I R

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## Customer Agreement

**Website:**

[www.golfair.co.za](http://www.golfair.co.za)

**Contact:**

[info@golfair.co.za](mailto:info@golfair.co.za) | [rozelle@golfair.co.za](mailto:rozelle@golfair.co.za) | [al@golfair.co.za](mailto:al@golfair.co.za)

Dear Traveller and Guest,

We strive for excellence. We create bucket-list journeys and holidays by Private Charters via Air in a way that few in the world will ever get to experience.

In an uncertain and ever-changing world, the Golf Air Team wants to ensure that you do not experience any difficulty when it comes to travel and therefore our advice regarding mandatory travel, medical and cancellation insurance as per our normal terms and conditions, should you ever be subject to restrictions beyond the control of Golf Air after booking a journey with us.

Our beautiful animals are thriving in the Kruger National Park, our Culture is rich, our food and wine fantastic and we really want you to put your feet onto African soil in order for you to feel the heartbeat of South Africa and to be changed in a way few will ever understand.

May you visit us soon and know that we will take every and all precautions to keep you safe, comfortable and make your journey magical!

Follow us on Instagram: [@golf\\_air\\_safari](https://www.instagram.com/golf_air_safari)

**FOR FORMAL INFORMATION REGARDING ALL TYPES OF HEALTH INFORMATION:**

Be sure to check the your government's own site for daily updates, and to plan your travel accordingly.

**Please Contact Your Consulate or Embassy should you need or advice before or during your time of travel;**

There will be consulate or embassy for your country of citizenship in most countries globally. If, for example, you are from Switzerland and you are currently in South Africa, then use any search engine to search 'Swiss consulate in South Africa' or 'Swiss embassy in South Africa'.

Herewith also a list of other Government travel sites as an example: -

**List of government advice sites:**

- UK: <https://www.gov.uk/foreign-travel-advice>
- USA: <https://travel.state.gov>
- AU: <https://www.smartraveller.gov.au>
- NZ: <https://www.safetravel.govt.nz/>
- ZA: [https://www.dfa.gov.za/consular/travel\\_advice.htm](https://www.dfa.gov.za/consular/travel_advice.htm)
- DE: [https://www.auswaertiges-amt.de/sid\\_AF0AF51E09090C47CEFBCF92737C4D64/DE/Aussenpolitik/Laender/Laender\\_Uebersicht\\_node.html](https://www.auswaertiges-amt.de/sid_AF0AF51E09090C47CEFBCF92737C4D64/DE/Aussenpolitik/Laender/Laender_Uebersicht_node.html)
- AT: <https://www.bmeia.gv.at/reise-aufenthalt/reiseinformation/laender/>
- CH: <https://www.eda.admin.ch/eda/de/home/vertretungen-und-reisehinweise.html>
- FR: <https://www.diplomatie.gouv.fr/fr/>

**LIST OF ALL COUNTRIES AND TRAVEL RESTRICTIONS IMPOSED**

<https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>

Also please read and understand the following Terms and Conditions together with those on the Golf Air (Pty) Ltd. website:

**AGREEMENT AND UNDERSTANDING**

- We are GOLF AIR (PTY) LTD. (herein after referred to as Golf Air) and our Agreement with you (as per our website and Golf Air Terms and Conditions and these conditions and terms) sets out what you are legally entitled to, can expect from us, and your obligation to us together with ours toward you (as an entity or individual);
- We sell/provide a service on behalf of Air Charter Companies, Wholesale companies and other Service Providers including, but not limited to,

Accommodation and Transportation Services (Third Party Suppliers) which we package in our unique way especially suited to your needs;

- You must make sure that you understand this Agreement and our Golf Air Terms and Conditions which apply to your particular journey arrangements in addition to our general Terms and Conditions (the Website Terms and Conditions and the Golf Air Terms and Conditions) and that you have no misapprehension about the content, the services and your obligations or ours;
- If you do have any queries or questions, you are always free to ask, as some of our customers have and it is always explained quite plainly and timeously as transparency is key with Golf Air;
- We always make the Third Party Suppliers' Terms and Conditions available to you via the information link you receive from us before registration, therefore you also have the details of those suppliers, and We (Golf Air) are bound by the Terms and Conditions of our Third party suppliers;
- We have no control over the fact that Third Party suppliers may from time to time change their Terms and Conditions;
- Golf Air also reserves the right to change our Terms and Conditions as it is necessary in an environment of travel that is constantly changing and where we need to adapt to not only environmental, social legislation but also to Terms and Conditions of our Supply Chain;
- Once you have entered our website, have made a provisional booking with us, whether or not you ultimately place or finalize any booking with us via payment, you will be deemed to have read, understood, agree with and to be bound by the Golf Air Terms and Conditions, and Terms and Conditions of all relevant Third Party Suppliers in our supply chain, whether you've read their Terms and Conditions or not.

## **CANCELLATIONS AND CHANGES**

- Your contract with Third Party Suppliers via Golf Air may allow suppliers to cancel or amend bookings but we will ensure that you are promptly notified of any significant changes, and any surcharges imposed, always keeping your best interest in mind and trying to mitigate any changes in itinerary by rebooking an amended change to something of similar value and experience;
- If a significant change is required to be made by Golf Air to your booking, we will inform you immediately if there is time before your departure and this will only happen because of a severe situation beyond our control which will be discussed below and as outlined in the Golf Air Terms and Conditions as well.

These may include (but are not limited to) the following changes:

- 1) a change of accommodation;
- 2) a change of departure airport;
- 3) a change of supplier;
- 4) a change of excursion;
- 5) a change in time of your departure or return flights in South Africa;
- 6) a change in your itinerary.

#### **CHANGES BEYOND OUR CONTROL**

- Golf Air can't be held accountable if a significant change is made for reasons beyond our control;
- These include (but are not limited to): force majeure, vis major, war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, pandemics, health risks, and changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type; load shedding, closed or congested airports or ports, travel bans, lockdown measures, hurricanes and other actual or potential severe weather conditions, and any other similar type events;
- Also note that Golf Air has no control over the airline schedule changes in terms of your International Travel and accepts no liability for costs which may arise as a result of such changes;
- It is your responsibility to check with the airline that any onward or connecting flights (whether local or international) you have confirmed are operating as booked and we strongly recommend that you contact your airline at least 72 hours before the scheduled departure from South Africa of each flight to do this.

#### **INSURANCE**

- Please note that Comprehensive Travel, Medical and Cancellation insurance is Compulsory and will not be waived;
- You'll usually find this on your journey information again together with recommended Insurance Companies;
- The Golf Air Team recommends CFAR-type insurance.

## **IF YOU CHANGE YOUR BOOKING**

- If you wish to change your booking and such a change is permitted and possible, we will not impose a fee and will do our utmost best to accommodate any changes;
- Our suppliers might impose a fee if you acted on behalf of someone as an entity with said authority and did not notify us of said change because changes to name details and other service providers or third party suppliers might not be allowed and any surcharge imposed regarding this, will be for your account;
- Also, our Third Party suppliers might impose a fee due to date changes in seasons if you choose to make a change and travel at another time than your original booking date;
- Please note that you are bound in terms of the Golf Air Terms and Conditions at all times after making a booking together with being bound to the Terms and Conditions of our third party suppliers.

## **DEPOSITS AND PAYMENT**

- Once you've made a deposit, and confirmed your booking with payment, you've committed to traveling with us;
- Once the deposit is paid, any changes to your itinerary from your side will incur change penalties or a surcharge if it can't be mitigated;
- The deposit is non-refundable as per our normal Terms and Conditions.
- Golf Air works together with their clients and will advise you of the date that full payment is required;
- All advertised prices are shown as 'from prices' and we reserve the right to alter the prices for your journeys shown in your information link, but will try our best not to impose any surcharges, but again mentioned in our general Terms and Conditions, this is a reality regarding Private Aviation and can happen;
- You will be advised of the current price of the holiday that you wish to book before your booking is confirmed;
- Additional deposits or full payment for certain travel arrangements may also be required by Third Party Suppliers to secure your travel dates (for example: upgrades, etc.) or securing of travel dates in South Africa by certain Third Party Suppliers as certain dates are very popular in certain seasons;
- This will always be communicated immediately and failure on your part to make payment in full by the due date may result in the forfeiture of any deposit paid/cancellation of said upgrade or booking requested;

- After committing payment to your third party suppliers, the conditions of the contract with your Third Party Supplier may permit them to increase the cost of your arrangements. We will pass any such increase onto you.

#### **IF YOU CANCEL YOUR BOOKING**

- If you cancel your booking, the cancellation Terms and Conditions of Third Party Suppliers will apply in addition to the Golf Air (Pty) Ltd. Cancellation fees outlined on your itinerary and booking confirmation and journey link and our Cancellation clause;
- We need to receive from you written notification of cancellation of your journey;
- If you decide to cancel arrangements before the balance due date, any deposits paid are non-refundable and non-transferable;
- If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer;
- In the event that your Insurance does not cover your claim due to any factor (for example but not limited to, Fear of Travel), Golf Air can not and will not be held liable as it is your responsibility to make sure a journey of this type of luxury level is covered sufficiently by your Insurance Company;
- In the event that you form part of a group and you decide not to travel anymore for any reason whatsoever, our Group Terms and Conditions will be applicable;

#### **OUR RESPONSIBILITY FOR YOUR ARRANGEMENTS**

- We have taken all reasonable care to make sure that all the services and providers that make up your journey will move forward;
- Should there be any changes, travel restrictions and surcharges, you will be notified immediately and the Golf Air team will do anything we can to make your journey possible;
- This will only be the case if Travel by a whole group becomes impossible due to factors beyond the control of Golf Air or the group;
- We will always strive for excellence in the sense that we will do our utmost best to deliver the exact product/equal to that of what you signed up for;
- We will keep on doing this regardless of any type of unknown disaster in the future, except if a journey is totally rendered impossible;

- Coronavirus has waged war on worldwide travel since 2020 and Countries imposed travel bans;
- In 2021 and 2022, COVID continued to do so;
- Regardless, we moved forward with journeys and are moving forward with plans for your travel experience and we aim to make these bucket-list holidays of note;

Golf Air endeavours to adhere to safety protocols as prescribed by the South African Government for the duration of your journey together with all in our supply chain.

Golf Air reserves the right to decline to provide services to any individual, legal entity, group or party of travellers at any given time within the framework of the laws of the Republic of South Africa.

#### **YOUR AGREEMENT WITH US**

- You consent to our processing personal information about you and other members of your party;
- We and the Third Party Suppliers may disclose your personal information to others, only where directly connected with facilitating your travel arrangements and bookings and the provision of travel services and products, for example, we may disclose your personal information to Air Charter Companies, Hotels, and other service providers in facilitating your travel arrangements;
- 'Personal Information' means, as defined in the Protection of Personal Information Act, Act 4 of 2013 ('POPI Act') and includes 'Special Personal Information' as defined in the POPI Act. The term 'processing' is also used as defined in the POPI Act, which is in line with International GDPR regulations.

#### **YOUR TRAVEL BOOKING**

When you make a booking:

- (a) you guarantee that you have the authority to accept and do accept for yourself and on behalf of your party/guests the Terms and Conditions of Golf Air, and any Terms and Conditions imposed by Third Party Suppliers;
- (b) it is your responsibility to ensure that all of the details on your travel documents are correct and that the names in your travel documents must be exactly the same as they appear in the guests' valid passport;
- (c) you enter into a legally binding contract to acquire the relevant travel or travel related products and/or services and advice from Golf Air, which contract comprises the Golf Air booking confirmation, your itinerary prepared and

provided by Golf Air, the Golf Air Terms And Conditions and the Terms and Conditions of the relevant Third Party Suppliers together with these Terms and Conditions;

- (d) on behalf of someone or an entity, you warrant that you have the authority to accept and do accept on behalf of that person or entity and agree to be bound by the GOLF AIR TERMS AND CONDITIONS and the relevant Third Party Suppliers' Terms and Conditions together with these Terms and Conditions.

Our role is to assist you to plan your travel arrangements, facilitate your bookings, to provide advice, to prepare your itinerary, to arrange payments, and to stay in contact with you whilst being in South Africa via our unique hosting service in order to make sure you have an enjoyable journey whilst visiting South Africa.

Should your journey become impossible due to factors beyond the control of Golf Air, our Golf Air Terms and Conditions will be applicable and we will not be held liable, however, we will do our utmost best to motivate to your Insurer why your journey has become impossible, should this be the case where you want to claim.

Please note: Golf Air can not cancel any booking on behalf of any client in any type circumstances, as we are an intermediary between you and Third Party Suppliers, but we are obligated to inform you of any significant changes impacting your journey or making your journey impossible.

Thank you for your time,

Golf Air

**Golf Air**

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La Concorde  
Somerset West  
Western Cape  
South Africa  
7130

[www.golfair.co.za](http://www.golfair.co.za)

