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The Golf Air Terms & Conditions

Golf Air is a luxury Golf Air Charter Specialist, Host and Tour Operator and we arrange Golf Air Safaris in South Africa, inclusive of Private flight travel inside South and Southern Africa, Accommodation and Golfing, as well as Leisure Excursions for those who don't partake in the Golfing Itineraries, all running adjacent to the golfing itineraries. We have set packages on offer, but we also customize charters to each client's individual needs. The delivery of travel arrangements is through Third Party Suppliers or Intermediaries being but not limited to the Airlines and Air charter companies, Hotels and Lodges, Cruising Companies and Road Transfer Companies together with Rail Companies who are responsible for providing your travel service or product. We also make use of trusted guides on every excursion, whilst hosting your charter and being with you throughout your journey. By using or browsing this Site, you accept these Terms and Conditions in full.

If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use this site or the Golf Air service.

These Terms and Conditions apply to every person who uses our site, information, documents and services that we provide, collectively referred to as (Services).

By using this Site, you signify your acceptance of these Terms and Conditions. For the purposes of these Terms and Conditions, "Us", "Our" and "We" refers to golfair.co.za and "You" and "Your" refers to you, The Client, Visitor, Website User or person using our Site or the Golf Air Service.

Please read the below terms and conditions carefully.

You must not make any booking unless you understand and agree with the following terms and conditions.

If and when you do make a booking through and with [Golf Air](#) or any other agent or Tour Operator for one of the itineraries or customized trips on this site, Golf Air accepts that you've read through, understand and agree with all the Terms and Conditions.

If you reside in the EU, EEA or Switzerland, you accept the Terms and Conditions of Service by making use of this website and if you reside in any other country, you accept the Terms and Conditions of Service by making use of this website. If you do not understand this, do not make use of the Golf Air Service.

DATA PROTECTION

We support the new International (GDPR) and local (POPI ACT) laws regarding data protection as they raise the bar regarding data protection, security and compliance in the industry. Our website hosting company is a DATA PROCESSOR and DATA CONTROLLER. The Processor of Personal Data is the entity which processes personal data on behalf of the controller, for example: Storage recording, organising and retrieval of data and the Controller is the entity which determines HOW and WHY the data is being processed. Our hosts process your data by storing all data on their servers. Our hosts are GDPR compliant as well as POPIA compliant. Even though the Golf Air Team fully complies, we will not be held liable for any breach in security or a cyber-attack, should this happen, as it is out of our control. If you do not agree with this and do not understand, please do not make a booking. You are more than welcome to ask the Golf Air team regarding data protection when making a booking. Please click on the below link to view and download our Terms & Conditions in PDF format.

GDPR: "The controller and the processor shall implement appropriate technical and organisational measures to ensure a level of security and appropriate to risks represented by the processing and the nature of the personal data to be protected."

POPI: "A responsible party must secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures."

HOW TO MAKE A PROVISIONAL RESERVATION

- Upon written request via email and *subject to availability*, we will provisionally book your charter upon payment of a non-refundable 10% booking fee, after you've received your Cost Estimate for your Charter, except if agreed differently on a case to case basis between Golf Air and The Client;
- A quote will be sent out to you setting out the costs of either one of the packaged journeys we're offering or your own customized trip together with a payment schedule;
- Space is allocated and held for the time set out on your specific quote, BUT if another client requires the same Aircraft, Pilots and PGA Golf Professional and hosts at the same time, you will be asked to confirm with a 50% deposit payment immediately, even before the required times as set out below in the payment schedule we send to you;
- By making a provisional reservation, you confirm that you have read through and understand all the terms and conditions of Golf Air.

CONFIRMATION OF YOUR BOOKING

- Upon receipt of a 20% non-refundable deposit which will serve as confirmation of your booking, final, very-detailed confirmation details of your specific trip will be sent to you, specifically for your needs as per your request;
- **Upon receipt of the relevant payment, your booking will be confirmed via e-mail and necessary questionnaire will be sent out to all guests in due time for the scheduled trip;**
- *Non-payment will result in non-confirmation of booking and allocation can be given to any other guests, as space and availability for custom charters will be limited due to availability;*
- By confirming your booking, you are again confirming that you have read through and understand all the terms and conditions of Golf Air and if you do not, you should not make payment and not confirm your booking, reiterating that you do understand all the terms and conditions.

PAYMENT SCHEDULE

- **A 50% non-refundable deposit payment is required to confirm your booking at least 142 business days** before departure from your specific traveling point in South Africa, **therein specifying 142 business days before the start of your specific journey with Golf Air in South Africa;**
- Some third-party suppliers will be in such demand to require any client to pay a 50% deposit even up to a year in advance, otherwise allocated space at Private, luxury lodges might be lost. In such cases, this will always be communicated to clients in advance in order to ensure privacy and to give them a chance to make a decision regarding the payment schedule/difference in venue;
- Your Golf Air Safari Journey (regardless of the one you choose) must be paid in full at least 90 business days before departure from your departure point in South Africa, otherwise penalties will be incurred – please refer to our Cancellation policy-clause;
- *A 3% service fee will be charged when paying via EFT – our only payment option currently for Inbound guests;*
- Should a client enquire about a booking which falls within the set-out payment dates (*for example, a client wants to travel, but makes a booking 89 business days before the client wants to depart*), clients will be asked to make **full payment of quoted and then invoiced payment immediately to confirm your booking and** in order for the Golf Air Team to make payment to all Third Party Suppliers immediately as well and to secure your Aircraft and to work on your magnificent and very specific journey.

YOUR RATE INCLUDES:

- Meals as per Itinerary, Local Alcoholic and All Other local non-alcoholic Beverages;
- Entrance Fees to All Places of Interest as per itinerary;
- Excursion Fees Accompanied by Tour Guides as per Itinerary;
- Green Fees, halfway-house and bar facilities (Local) at the various Club houses;
- Coaching;
- Swing analysis and Golf clinics from Golf Air's PGA Golf professional as per itinerary;
- Accommodation at all destinations as per itinerary;
- Catering on Flights as suited on time of day as per new strict COVID Protocols;
- Land Transfers as per itinerary;
- Flights on The Golf Air Chartered Aircraft;
- Flight Crew, Crew accommodation, Aircraft and Fuel;
- Any and all strict measures and equipment regarding sanitizing and protection in terms of COVID;
- Government tax.

YOUR RATE EXCLUDES:

- Memorabilia purchases;
- Laundry service;
- Luggage overweight costs;
- Any Hotel mini-bar costs except where expressly provided by Golf Air;
- Cigar Lounge costs, except when expressly provided by Golf Air;
- Surcharges as mentioned in your SURCHARGE clause;
- Local and International telephone calls and telecommunication;
- Access to Wi-Fi, if not supplied in various locations, although almost all our locations will provide you with access to Wi-Fi;
- Any and all gifts or extras not included in Itinerary;
- Visas for passengers if applicable;
- Fuel surcharges;
- Overflight surcharges as well as surcharges for unplanned overnight stops for flight crew;
- Staff and Caddie gratuities;
- Last minute alterations to confirmed itinerary as per client's request and confirmation.

CANCELLATION POLICY

Comprehensive Cancellation Insurance is compulsory and will not be waived;

Cancellation policy is applicable to departure dates as on Invoices sent out by Golf Air from date and departure points inside South Africa and Africa, and if cancelled, Clients will incur the following penalty fee:

- 20% provisional booking fee as required and non-refundable;
- Between 142 and 120 business days before departure date: 50% of the fee as on invoice;
- Between 119 and 110 business days before departure date: 75% of the fee as on invoice;
- Between 109 and 90 business days before departure date: 100% of the fee as on invoice;
- Cancellation fee will be waived only if and when a consumer fully complies with section 17(5) of the Consumer Protection Act 68 of 2008 and proof of compliance with this subsection can be provided. This does not, however, include the whole group, but only the one affected person who does comply with section 17(5) of Act 68 of 2005;
- When booking with bigger groups, Charter Terms and Conditions are applicable where Group bookings are made and Golf Air is bound by the Terms and Conditions of our Third Party Suppliers, therefore also making the Client bound to the CANCELLATION TERMS AND CONDITIONS of any and all Third Party Suppliers to Golf Air, to which each client will have access via the private link sent to them on Confirmation of Booking as per the CONFIRMATION OF YOUR BOOKING-CLAUSE.
- If GOLF AIR has given you the option of a Travel Voucher and you have taken that option, you might be liable to pay a surcharge as we are bound by the Terms and Conditions of our Supply chain, although we'll keep our best to keep to the original price.
- If you choose to cancel after taking the option of a Travel Voucher, you can make use of your Comprehensive Cancellation Insurance which is Compulsory.
- If you do not understand these terms, please do not make a booking with Golf Air.

ACCOMMODATION

- This fee is applicable to a per person SHARING rate, sharing a Standard room at the various Lodges and Hotels;
- If you do not want to share a room, a *single supplement payment will be applicable* per room at the rate published by our team according to specifications of the third-party supplier being used and will be communicated to the Client;
- All accommodation destinations mentioned in itineraries will be subject to availability;
- Golf Air can accommodate our guests with upgrades, if available, at any given time and the rate therefor will be communicated and invoiced as such to our Client;
- Golf Air reserves the right to change accommodations of which changes will always be communicated immediately, in instances of Force Majeure, Vis Major or any other event out of the control of Golf Air in terms of third-party suppliers in order to still make a journey a reality and at the same standard for our Clients.

CHILDREN AND MINORS (under the age of 18)

- A child must be 15 years or older to partake in golfing and/or other activities on the Golf Air Itinerary;
- It is preferable that minor children should be accompanied by an Au pair, as many of the facilities do not offer child-care;
- All minors must be accompanied by either their parents or legal guardians in order to travel with Golf Air, with proper documents to prove the above;
- Your travel agent and embassies will provide you with the correct information regarding the travel of minor children;
- All minors traveling alone or with another family on a Golf Air Safari need to have letters of consent from either their own parents or legal guardians in order to travel with Golf Air together with all required Government documents;
- No children under the age of 12 years are allowed to travel with Golf Air;
- Minors under the age of 16 years are not allowed to play Fancourt links Golf Course.

CHANGES

- Golf Air reserves the right to amend the travel price any time after confirmation via payment, as seen in the above CONFIRMATION OF YOUR BOOKING-clause, even though we'll do our utmost best to keep to published prices;
- Reasons for amendment in Travel Prices can be found in our COVID NOTICE on our HOME PAGE;
- Golf Air further reserves the right to cancel any sightseeing excursion or planned departure due to adverse weather or political conditions, but we'll do our best to provide the passengers with alternative sightseeing excursions and departure times;
- There will be no refunds to any person/group for part or whole of the booked journey that may be missed due to personal and/or medical reasons except for those expressly stated in the Consumer Protection Act 68 of 2005 and then only for one such affected person;
- There will be no refunds to any person/group for part or whole of the booked journey that may be missed due to medical reasons, if the person/group was aware of the medical problem prior to provisional booking or either before confirmation of booking with Golf Air OR after Confirmation of Booking, as this is not in the control of Golf Air – therefore, the mandatory insurance as per recommendation on our Site and every Itinerary;
- Golf Air reserves the right to amend travel prices after confirmation of booking of first payment should there be severe currency fluctuations, fuel increases or statutory changes or any other factor which severely influences the price as per invoice and this will be communicated to the Client. This will be for the clients' account. We will however do our utmost best to keep to prices as per invoice.

DANGEROUS GOODS

- Dangerous goods must be declared;
- If goods are packed incorrectly and/or do not have the correct documentation, carriage of such goods will be refused by our third-party suppliers;
- If you have any doubts regarding status of luggage, please check with Golf Air first, as dangerous goods will not be carried by any Golf Air supplier;
- Should any Dangerous goods be taken from a Client of Golf Air, this is not in the Control of Golf Air as the Client has been warned to declare any and all such goods.

DIVERSIONS AND DELAYS

Delays, deviations and diversions due to adverse weather or technical instability is beyond Golf Air's control and will be for the Client's account, should there be a fuel surcharge, overflight costs and any other costs incurred by our Third-party Supplier regarding Air Crew Accommodation, Demurrage, or any other expenses incurred as your safety is our top priority.

DRESS CODE

- The dress code for some dinners will be smart-casual, some smart.
- Your itinerary will be an indication of the dress code for each day and evening of your Itinerary or you can contact us regarding dress code for each day and evening;
- You are the client and if a request is put through for all dinners to be casual, Golf Air can customize your itinerary to suit your specific needs.

FORCE MAJEURE

Golf Air is not responsible and cannot be held liable for any changes or delays in planned itineraries due to natural, unnatural or any other factors beyond the control of Golf Air, which include, but is not limited to:

- civil commotion, labour disturbances, riots, blockades, embargo, strikes, lock-out or public disorder or any other activity which is calculated or directed to bring about any of the foregoing;
- war, invasion, an act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- non-performance, partial performance or delay resulting wholly or partly from any occurrence or any circumstances whatsoever beyond Golf Air's reasonable control, including but without limitation the acts of omission of Third Parties, inclusive of Governmental authorities and all Civil Aviation Authorities, Acts of God, meteorological conditions, quarantine, requisition of Aircraft by Public Authorities or if the safety of the Client/s and or their property is deemed by the Aircraft Captain or Golf Air Directors to be in jeopardy, Golf Air shall use all reasonable endeavours to perform/continue to perform the itinerary as per schedule but shall have no liability to the Client;
- The Client shall be liable to pay such part of the Price invoiced to that part of the itinerary as has been performed, together with any and all extra expenses connected with it.

FLIGHTS

- You have your own, private, luxury aircraft for the duration of the journey.
- You'll usually be flown in a King Air 1900 or King Air 200, depending on the number of guests, as this is the preferred Aircraft of choice for Golf Air clients;
- Other Aircraft can and may be chartered as we cater to the request of each and every client;
- We always ensure that the closest runway or Airport is used to make road transfers as short as possible;
- In the event that adverse weather prevents us from taking off or landing, we will adjust the time of our departure accordingly as all our flights are non-scheduled and private, except if a different request is put through by a Client;
- Safety is of the utmost importance to us and all our flights are usually dual crew if so required;
- Most flights will take between 15 minutes to 60 minutes and flight duration and routing will always be communicated to our Clients long before the Journeys commence;
- All ground staff and operating personnel including cabin staff are authorised to take orders only from the Golf Air Piloting Captain / Third Party Supplier Captain, unless a very specific written Agreement has been drafted between Parties and Accepted by you and Golf Air, either via e-mail/ communicated via letters to you, our Client and not disputed before your departure;
- Golf Air reserves the right to make use of any empty legs on the Aircraft;
- If in the event of a delay, overflight or adverse weather and there are any surcharges, it will be for the account of the Client which will be invoiced after the journey as per our Surcharge-clause;
- If you do not understand or have any questions regarding any of the above or any clauses, always feel free to contact the Golf Air team before confirming a booking via payment.
- All COVID measures as per TBCSA PROTOCOLS will be strictly implemented and followed with each flight.

GOLF

- The green fees, halfway house, lunches, snacks and drinks are all included in your package;
- Golf carts are compulsory at some clubs and one of our Golf professionals will always keep you up to date as to which clubs they are as your journey moves forward, as it is fully hosted and our PGA professional also travels with you;
- Medical certificates will be compulsory if you require a golf cart on every course, especially on The Gary Player as well as on Fancourt Links course as they do not allow golf carts at all, except if expressly asked and medical certificates can prove said need for a golf cart;
- Club hire or equipment hire will be for your own account, but the Golf Air team will be of assistance in South Africa regarding a full set of Clubs for you via our supplier, should you not want to travel with your clubs.

GIFTS

- Any gift from Golf Air to our clients will be the Clients' responsibility for the duration of the trip and no extra gifts will be provided if lost by our guests;
- The Golf Air Team takes no responsibility if the Client/ any of the Client's guests does not like, loses or takes offense in terms of gifts given to our guests;

- The Golf Air Team strives to use South African Suppliers, usually with a small to zero impact on the environment with an extra incentive of Paying it Forward to Communities in need together with the Environment regarding each gift given to guests and Clients.

HEALTH

- Anti-malaria and Yellow Fever medication may be required in certain areas that are being visited and should be taken if prescribed and advised by your doctor or health care practitioner;
- All COVID protocols should be adhered to in terms of Government regulations in South Africa and the Golf Air team takes no responsibility for any person traveling and getting ill as with any and all other conditions as it is always a risk, but we are adhering to strict protocols set by our Government together with TBCSA in order to prevent the spread of the virus together with all our Third Party Suppliers;
- Golf Air is Compliant in terms of the World Travel and Tourism Council together with TBCSA;
- Comprehensive Travel, Medical and Cancellation Insurance is Compulsory and is the Clients' responsibility and will not be waived;
- ***Golf Air must and should be notified of any and all pre-existing medical conditions that might affect your travel experience in the slightest as we do want to ensure that our guests are comfortable at all times;***
- Golf Air takes no responsibility for any guest not notifying us of pre-existing health conditions, making the remainder or any part of the journey impossible, limiting or not enjoyable to the full extent expected by the Client;
- The Golf Air team will however do our utmost best to make sure you get to your nearest medical service provider in South Africa and to check up on you regularly whilst you're in South Africa if any medical attention is needed urgently, regardless of the cause as your safety remains our priority;
- **All information regarding each client is privileged but necessary for your safety and the safety of other guests as you're partaking in group travel;**
- **If you do not agree with our health clause, you should not make a booking with Golf Air;**
- Any client has the right to ask our team questions before and during their journey and we'll answer them according to the knowledge we have in terms of local authorities and Tourism Bodies as best we can, but our advice remains that you do follow the advice of your Travel Medical Professional should you question our advice and that of our Medical Professionals in South Africa;
- Any person(s) who chooses not to be vaccinated against COVID for any reasons whatsoever will not be discriminated against by Golf Air;
- If any traveller so chooses to be vaccinated, the traveller does so by their own free will;
- Golf Air does not make it compulsory for travellers to be vaccinated due to the fact that it may be against their religious beliefs, they may be in an age group not safe to be vaccinated, might be pregnant or trying to conceive or for any other reasons, due to the vaccine containing swine, or opting for other treatment measures;
- Please note that none of the Golf Air team are medical Professionals and you are advised to speak to your Medical Doctor with regards to the COVID vaccine and whether it is considered safe for your age group, any other underlying health concerns or medications that you might be taking;
- ***Golf Air fully indemnifies itself against ANY side effects that any guests may suffer due to taking any COVID related vaccine, as it is not mandatory.***
- *If you don't understand or do not agree with this clause, please ask the Golf Air team and we'll answer your queries and explain this clause before you confirm your booking with Golf Air.*

INSURANCE

Comprehensive travel, medical and cancellation insurance is mandatory, is the client's responsibility and will not be waived.

LUGGAGE

- You are welcome to bring up to 20kg luggage (excluding the golf bag) and a small hand luggage item too (subject to passenger loads);
- The 20kg bag must be a soft luggage case item to make sure that it fits the requirements for the plane you will be traveling in;
- Golf Air will send information to either you, your travel agent, tour operator, membership director or Golf Professional of your Club regarding luggage limitations before your trip, as the type of aircraft you choose as well as the amount of people on specific Aircraft type will influence your luggage limitations;
- If you do not receive specific instructions regarding luggage limitations, you can disregard the above restrictions regarding luggage in this clause as your maximum limit and we'll inform you regarding luggage operations in South Africa whilst you're travelling with Golf Air;
- Golf bags ideally fit for your flights can be provided for you, but this will be for the Clients' own account and clients can inquire about this when making your booking;
- Excess luggage can and will be stored for you at a safe location if luggage restrictions are exceeded and will be for the Client's account;
- Any and all information regarding luggage turnaround, movement thereof etc. will be communicated to you, your Club Professional, Tour Operator or either Agent for and during the duration of your journey in South Africa;
- Golf Air takes no responsibility for any lost items in your luggage at any given stage of your journey or lost luggage items;
- All limitations regarding luggage is for passenger safety on your Golf Air Safari.

LAUNDRY SERVICES

- Laundry-services are available at most of the lodges and hotels, but will be for the customers' own account;
- Golf Air does not take any responsibility for any damage to laundry at any of the hotels or lodges on your journey, even though we guarantee your stay at the most reputable lodges and hotels in South Africa.

PASSPORTS AND VISAS AND ENTRY INTO SOUTH AFRICA

- It is the Client's responsibility to make sure that passports are valid and visas, if so required, are valid and in good order, prior to departure on your Golf Air Safari;
- It is the Client's responsibility to check with relevant embassies for requirements and your Travel Agent or Tour Operator or Membership Director will also be able to advise you;
- If visas are necessary but not in order, this will be for the Clients' own account;
- In the event that any Client is refused entry at any destination Airport for any reason whatsoever, the client shall indemnify and keep Golf Air indemnified;
- All costs or expenses whatsoever incurred in respect of refusal of entry/a quarantine period in South Africa due to positive testing in terms of COVID (including but not limited to charges, fees, penalties or any other expenses levied upon Golf Air by any Immigration Authority or demurrage because of delay caused as a result of this to the whole group) or of any arrangements made by Golf Air to return said Client to the Country from which the Client was originally carried, will be for the account of the Client;
- **It is important to note that no other guests other than those ticketed to travel with Golf Air with full details given beforehand by the Client/guests themselves together with confirmation of booking AND full payment of all Invoices, will be accepted to travel with Golf Air.**

SCHEDULING TIMES & ROUTES

- Excursions cannot be guaranteed and will only take place if time and circumstances permit as weather plays a role and your safety is always our primary concern;
- Departure and arrival times of flights are approximate, cannot be guaranteed and Golf Air reserves the right to alter our routing or re-route at any given time between departure and arrival points;
- Where the Client wishes to make changes to the Agreed upon itinerary with respect to date, route, time, passenger load, catering or any other previously agreed parameter and Golf Air is able to accommodate the change, the Client will be responsible for all further costs incurred by Golf Air for the changed schedule;
- These costs will be over and above the original charter price and will be communicated to the Client at the earliest opportunity after the Client's request.

SURCHARGES

- Fuel – This cost is calculated at current published fuel prices. Should fuel uplifts be necessary, the surcharge will be for the client's account;
- Airport hours - additional costs incurred when movements occur outside an airports' operating hours. This will be for the clients' account;
- Increased airport taxes and surcharges;
- Demurrage in the event of adverse weather or delay which will be for the client's account;
- Increase in Government VAT or TAX rates;
- Luggage transfers as per TRANSFERS AND LUGGAGE TRANSPORT- clause;
- 3 % on payment via EFT will be for the clients' account;
- 5 % on payment via Credit Card will be for the clients' account inside South Africa;
- When payment is made in foreign currency, surcharge will be at current South African Standard rate of Exchange as per the Golf Air website;
- Any and all other factors which causes a severe uplift in the cost of the journey as on Confirmation of booking and is beyond the control of Golf Air, will be for the Clients' account but will be kept to the utmost essential and minimum and will be communicated to the Client immediately should knowledge about such surcharge become the knowledge of Golf Air;
- *If you do not understand this clause or any of the clauses, please enquire before making a booking with Golf Air in order for our team to explain the clause to you before confirmation of booking.*

YOUR PGA PROFESSIONAL

- On every trip we pride ourselves in sending a PGA Golf Professional with you;
- Your golf swing will also be recorded with high-speed camera to be looked at and analysed by our Pro and he'll give you tips and tricks to better your game;
- Swing analysis of your swing will be done;
- A competition will also be arranged in a fun way to make sure we have a winner after your epic journey with your Golf Air Pro and Golf Air.

TRANSFERS AND LUGGAGE TRANSPORT

- We have a zero check-in policy regarding flights once your trip has commenced to create the most comfortable and private journey for you, as you have your own, private aircraft waiting for you after each day of golf or excursions, except if a different request is put through by a client for a specific leg of flight;
- Your luggage will already be transported from your various lodges and loaded on to the Aircraft by the time you arrive after playing your game;
- We try our best to make road transfers as short as possible;
- Transfers by road will always be done via Third-party Suppliers and we make sure you travel in luxury and comfort;
- Some luggage transfers will be done via road through a reputable Third-party Supplier and this will always be done when luggage exceeds the Aircraft limitations as per LUGGAGE CLAUSE.

NON-GOLFERS

- All-inclusive, professionally guided excursions for Leisure Guests are organized for every day while the golfers are playing golf and will take place mostly via road transfer from your various destinations using Third party Suppliers;
- This itinerary runs directly adjacent to the golfing itinerary and our leisure guests are set to have the time of their lives with the best guides in South Africa hosting them together with the Golf Air team.

PHOTOGRAPHY AND FILM

Golf Air reserves the right to make use, without any notice to clients, of any photography or film taken by our staff on our tour for general publicity purposes without payment, permission or credit.

COPYRIGHT

- Photos on this website or Social Media Pages are the property of Beechcraft Textron Aviation as well as Alwyn Vorster, Rozelle Blackie or anyone being given Photo credit;
- Any and all information on this website regarding any journey-plan is the property of Golf Air in terms of the Copyright Act.

COMPLAINTS

- Any and all complaints should be made in writing via e-mail to rozelle@golfair.co.za no later than **15 days** after an incident occurred, after which Golf Air will follow up with said Third Party Supplier regarding such complaint;
- Even though Golf Air will do its best to reach a satisfactory resolution regarding any complaint, it cannot guarantee this, as all third-party supplier services are out of the control of Golf Air and Golf Air takes no responsibility for the actions of Third-party Suppliers;
- We do however guarantee that we use only the best suppliers and registered guides and game rangers in South Africa in order to make your journey unforgettable;
- The Golf Air hosts will be with you during your journey, therefore any complaints can be given through immediately if not very serious in order to try and remedy said situations, but if complaints are of a very serious nature, they should all be in writing and given through within 15 days of any incident;
- Should any incident go unreported to the Golf Air team while guests are on journey with our team, we reserve the right to not be held accountable at any given time after the 15-calender day period, as your hosts will always be travelling with you and if no *bona fide* attempt was made to solve said complaint during the journey by our Client, Golf Air cannot be held liable;
- *If you do not understand any of the above clauses, please enquire before making and confirming a booking with Golf Air.*

AGREEMENT

- By making a booking and confirming said booking, the Client agrees to the Terms and Conditions together with the area of Jurisdiction and indemnity-clause;
- If any clause or part of a clause in the Golf Air terms and conditions should be found void by a court of law in South Africa, it will have no impact on the rest of this Agreement between Golf Air and the Client;
- Golf Air reserves the right to amend Terms and Conditions when it deems it necessary to do so;
- If you do not agree with these Terms and Conditions, please refrain from making a booking with Golf Air.

JURISDICTION

The Client and Golf Air both submit to the Jurisdiction of the Republic of South Africa.

INDENMNITY

- Although certain limited insurances have been arranged, neither GOLF AIR, nor its staff, pilots, agents, Tour operators, Third-party Suppliers or Employees, shall be liable for any loss or damage to passengers' luggage or effects;
- Insofar as any of the tours may include a visit to a Game Reserve, Rail travel, Boat Cruises or any other organised excursions and whilst attacks by wild animals are extremely rare, similarly neither GOLF AIR, nor its staff, pilots, agents or Employees accept any liability whatsoever for any injury or incidents to clients or their belongings;
- Participation in any Tour or Travel-package arranged by Golf Air and provided by any of its Third-party suppliers is done at your own risk;
- The client hereby waives any claim which he/she may have against Golf Air, its staff, pilots, Agents, Employees, Third-party Suppliers or Subcontractors (all of the aforementioned being collectively referred to as 'GOLF AIR') for any injury and/or loss of any nature whatsoever (including, without limiting the generality of the a foregoing, consequential loss) arising for any reason of any nature whatever directly or indirectly out of any aspect of the tour (including, without limiting the generality of the a foregoing) any form of transport used for the purpose of the tour;
- This waiver shall be binding on the Clients' executors, heirs, trustees and dependents;

- The Client records that all the services and facilities provided to the client are accepted voluntarily and with full knowledge that they may expose the Client to injury, illness, danger or loss of property;
- The Client further records that any statement, representation or information given to him/her by Golf Air in any form whatsoever shall not prejudice this waiver in any manner whatsoever;
- The rights of neither party shall be prejudiced or restricted by any indulgence or forbearance granted to it in writing and no waiver, if any breach, shall operate as a waiver of any other or further breach;
- **The client indemnifies Golf Air in respect of any and all claims (inclusive of legal fees and costs) that may be made by any party against it arising out of any claim in respect of which the Client gives the aforementioned waiver, as the Client agrees that he/she has fully read through and understands all aspects of all the above-mentioned terms and conditions, therefore complying with section 49 of the Consumer Protection Act 68 of 2008;**
- Save as expressly stipulated herein, Golf Air shall not be held liable in any manner whatsoever (whether in contract, delict or otherwise) in respect of any loss, damage or injury, whether direct, indirect, consequential or of any other kind whatsoever arising out of or in such connection with any agreement to which these terms and conditions apply;
- All passengers flying or travelling with Golf Air will be briefed before flight regarding Aircraft type, safety, duration of flight, crew, luggage and rules of flight regarding safety by our Pilots and third-party suppliers together with the logistics of each day of their tour;
- *A signed indemnity will be given by the Client to Golf Air before any passengers travel to South Africa in order to Travel with Golf Air to ensure that you did read through and understand all aspects of the terms and conditions before making use of our service, but even if the Client does not sign the provided indemnity, your booking confirmation serves as confirmation that you did read through the terms and conditions.*

WHOLE AGREEMENT

- These are the Terms and Conditions as accepted by the Client and represents the sole understanding between the Client and Golf Air, therefore no other interference from any other source, including but not limited to e-mails, sms', whatsapp-communications or verbal discussions in any form whatsoever between the parties shall modify or replace the terms and conditions of this Charter or Travel Confirmation.

Thank you,

Golf Air

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