



The Golf Air Terms & Conditions

Website:

www.golfair.co.za

Contact:

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Golf Air is a luxury Safari, Leisure, and Golf Tour Specialist. We arrange and host Private, Custom Golf Air Safaris in South Africa, inclusive of Private flight travel inside South and Southern Africa, Accommodation and Golfing, as well as Leisure Excursions/Itineraries running adjacent to the Golfing Itineraries for those who don't partake in Golf. We customize all charters to each clients' individual needs. The delivery of travel arrangements is done through our trusted Third-Party Suppliers or Intermediaries being, but not limited to, 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 our trusted guides and historians 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.

Please note that these Terms and Conditions include the Customer Agreement.

If you disagree with any part of these Terms and Conditions or the Customer Agreement, you must neither use this Site nor 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', either directly or indirectly via Agents.

For the purposes of these Terms and Conditions, "Us", "Our" and "We" refers to GOLF AIR (PTY) LTD. and

"You" and, "Your" refers to You, The Client, Visitor, Website User, Agent, Guest or Person using the golfair.co.za website, or person Registering on our online platform via Our Registration Form, or the person making use of 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.

By registering via our online platform, you signify that you've read through and understand Our Terms and Conditions and The Customer Agreement, and that you do accept both.

If and when you do make a booking through and with Golf Air or any other Agent, Person/Entity responsible for your customized journey with Golf Air, Golf Air accepts that you've read through, understand and agree with all the Terms and Conditions, together with the Customer Agreement.

If you reside in the EU, UK, EEA, Switzerland, or USA, You accept the Terms and Conditions of Service and Customer Agreement by making use of this website and if you reside in any other country, you accept the Terms and Conditions of Service and Customer Agreement by making use of this website and/or making a booking with Golf Air directly or via an Agent with Golf Air. 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 security and compliance. 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 website hosting company processes your data by storing all data on their servers. Our website hosting company is 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 with Golf Air. 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."

ACCOMMODATION

- This fee is applicable to a **per person SHARING rate**, sharing a Standard room at the various Lodges and Hotels as per your itinerary;
- If you do not want to share a room, a single supplement payment will be applicable per room at the rate published by Golf Air according to specifications of the third-party supplier being used and will be communicated to the Client or to you or both;
- 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.

CANCELLATION POLICY

Comprehensive Cancellation Insurance is compulsory and will not be waived with CFAR-TYPE Insurance being the preferred type of Insurance to be advised.

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, the Client will incur the following penalty fee:

- **50% provisional booking fee** as required and is **non-refundable**;
- **Between 142 and 120 business days** before departure date: 50% of the fee as on the Invoice;
- **Between 119 and 110 business days** before departure date: 75% of the fee as on the Invoice;
- **Between 109 and 90 business days** before departure date: 100% of the fee as on the 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 (not individual travellers), Group 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 in terms of Group bookings, 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 as per our Invoice sent to you;
- 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 choose to cancel your journey for fear of travel, 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.

CHANGES

- Golf Air reserves the right to amend the travel price any time after Confirmation of booking 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 Customer Agreement together with our Surcharge-Clause;
- 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 departures 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;
- Golf Air reserves the right to amend travel prices after confirmation of booking of first payment should there be severe currency fluctuations, fuel increases, statutory changes or any other factor which severely influences the price as per invoice sent to you 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 the original Invoice and will factor in the Reasonable-man principle;
- Golf Air reserves the right to amend these Terms and Conditions and the Customer Agreement at any given time due to constant changes in Government regulations, inflation, currency fluctuation, fuel surcharges or any other adverse event or factor which might influence the current Terms and Conditions and Customer Agreement.

CHILDREN AND MINORS (under the age of 18)

- A child must be 16 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 as prescribed by the SA Government to prove the above;
- Your travel agent and embassies will provide you with the correct information regarding the travel information 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 necessary;
- No children under the age of 16 years are allowed to travel with Golf Air;
- Minors are not allowed to play Fancourt Links Golf Course.

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;
- 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, 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 entire journey, therefore any complaints can be given through immediately if not very serious in order to try and remedy said situations immediately, but if complaints are of a very serious nature, they should all be in writing and given through within 15 days of any incident – the seriousness of any complaint is at the discretion of the guest;
- Should any incident go unreported to the Golf Air team whilst 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 or guests, Golf Air cannot be held liable for not trying to resolve any serious incident as Golf Air was never made aware of it;
- If you do not understand any of the above clauses, please enquire before making and confirming a booking with Golf Air.

CONFIRMATION OF YOUR BOOKING

- Upon receipt of a 50% non-refundable deposit which will serve as confirmation of your provisional booking, final, very-detailed confirmation details of your specific journey will be sent

- to you, specifically for your needs as per your request and as per discussion before confirmation of your booking;
- Upon receipt of the relevant payment, your booking will be confirmed via e-mail and the necessary questionnaire will be sent out to all guests in due time for the scheduled journey which you, our Client, will receive as well;
 - By making payment, you confirm that you are our Client and that we are your DMC in South Africa and Southern Africa for your custom journey;
 - Non-payment will result in non-confirmation of booking and allocation can be given to any other guests, as space and availability for custom journeys 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 together with our Customer Agreement and if you do not, you should not make payment and not confirm your booking, reiterating that you do understand all the Golf Air Terms and Conditions together with the Customer Agreement as per the Golf Air site.

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;
- Any photos taken on the journey or provided to Golf Air by any of our guests of Clients, become the property of Golf Air;
- In situations where privacy of guests are expressly requested, this is greatly respected by our team and we will not make use of any footage or photos where certain guests requested not to be included in such footage or photos being used on Social media or for marketing purposes;
- Any journey plan being given through to you as the Client/potential Client is and remains the property of Golf Air in terms of the Copyright Act.
- Please make sure that you read, understand and agree with this Clause before making use of our services;

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;
- Golf Air can't be held responsible if goods are not allowed 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 and will not be the responsibility of Golf Air in any way whatsoever.

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.
- Any cost imposed on Golf Air in terms of Diversions or delays, whatever the reason for the Diversion or Delay, will be on the account of the Client and will be billed whilst in South Africa with VAT thereon.

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, but our team will be sure to send out information regarding dress code for the whole journey quite some time before you have to get ready to embark on your journey to South Africa;
- 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;
- Golf Air will send out a live information link with all the necessary information in terms of your journey, inclusive of dress code and essentials for your journey.

FLIGHTS

- You have your own, private, luxury aircraft for the duration of the journey;
- Your type Aircraft will depend on various factors, including but not limited to, aircraft availability, landing strip availability, length of landing strips at various destinations, pilot availability, the number of guests, luggage allowance, distance between locations and various other factors to be taken into account and therefore different aircraft might be used on different legs of flight throughout South Africa;
- Aircraft may be chartered in terms of the request and the unique journey of each and every Client;
- We always ensure that the closest runway or Airport is used to make road transfers as short as possible, but safety remains our main concern and at the forefront of decision in terms of Aircraft type;
- 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, and this is accepted by you, our Client and/guest by making this booking where in specific instances this would also determine aircraft type and availability;
- 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 during the journey as per our Surcharge-clause;
- The Piloting Captain of every and any aircraft chartered by Golf Air has the right to refuse any type luggage and/dangerous goods at his/her own discretion, always keeping the safety of the passengers in mind as determining factor for doing so;
- 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.

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, pandemics, epidemics, cyber-attacks, internet black out, bio-hazard disturbance in certain areas, lockdowns, 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 control, including the acts of omission and or any other type act of Clients and guests, Third Parties, Governmental authorities and all Civil Aviation Authorities, Acts of God, meteorological conditions, quarantine, requisition of Aircraft by Public Authorities, Private Companies or Entities shall not be deemed to be the fault of Golf Air and Golf Air cannot be held liable in such any of the instances;
- the safety of the Client/s and/or their property being 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 in the instance of non-performance, partial performance or delay;

Golf Air will always endeavour to make the whole Golf Air journey as per Client's request possible and complete, even if at a later stage if possible but can't be held liable to do so in terms of conditions totally beyond the control of Golf Air and the Client might be charged a surcharge if the journey is moved due to Force Majeure but can be made possible at a later stage and we'll always strive to make this possible as our Team has executed every journey ever booked to perfection.

GIFTS

- Any gift from Golf Air to our Clients/guests 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 Client/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 Conservation with each gift given to guests and Clients.

GOLF

- The green fees, halfway house, lunches, snacks and drinks are all included in your package, as per your itinerary, except if expressly excluded from your journey;
- 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 (if part of your journey) 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 and this will be handled and communicated to all staff at every course before your arrival in South Africa.

GROUP TERMS AND CONDITIONS

- Any booking made in a group format by a Client is subject to all the Golf Air Terms and Conditions and the Customer Agreement;
- Please note that should one of the guests in the group traveling with a Client want to cancel their journey, it will affect the guest and Client in such a way where the cancelling guest/s (for whatever reason whatsoever) can claim from CFAR recommended Insurance, but does not affect the group booking made by the Client on behalf of the rest of the group;
- Therefore, payment as per Invoice to the Client will still be applicable for the whole group, regardless of one or two members of the traveling group choosing not to travel anymore for whatever reason in terms of Group Travel as different rates and conditions apply to groups as set out by our Third-Party Suppliers;
- The remedy for any guest who chooses not to travel with a group anymore after confirming with their registration, would be to claim from Insurance;
- The Golf Air Team will, upon the booking of any group format journey, send out a link and registration form and will give every person choosing to travel with Golf Air all the information necessary in terms of Itinerary of their journey, options for Travel Insurance, the Golf Air Terms and Conditions and Customer Agreement and will make sure that guests have read and confirmed these Terms and Conditions and Customer Agreement before making a booking with us via a Client through our unique Registration Form which will be sent to our team and the Client making a booking on behalf of the group;
- 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 on every Itinerary and Registration form;

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 Provider;
- All Health and Safety 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 to ensure your safety at all times;
- 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, bearing in mind that your information will be kept private 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 or guests;
- 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, but this will be for the cost of the Client as Medical Insurance will not be waived;

- 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 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 against COVID, 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 they may have religious objection, medical exemption or any other reason for their decision and as we are a Company that does not discriminate against any individual on any basis whatsoever, Golf Air refuses to discriminate based on COVID vaccination status;
- It is not legally required to be vaccinated against COVID to enter South Africa;
- 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 any vaccine or other medications that guests might take on/for their journey to South Africa as prescribed by their Travel Doctors, as it is not mandatory to take these medications for travel to South Africa and guests will take all medications or vaccines voluntarily;
- The Golf Air team is not allowed to distribute any medication during your journey to you but will, if necessary, make sure that you get medical attention needed immediately – this will be for your account and therefore our insistence that you do take out Medical Insurance;
- 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, or otherwise refrain from making a booking with Golf Air.

HOW TO MAKE A RESERVATION

- Upon written request via email and *subject to availability*, we will book your journey upon payment of a non-refundable 50% booking fee, after you've received your Cost Estimate for your Journey, except if agreed differently on an ad-hoc basis with Golf Air;
- A quote will be sent out to you setting out the costs of your custom journey, the payment schedule and details of the journey together with the Golf Air Terms and Conditions and Customer Agreement;
- Space is allocated and held for the time set out on your specific quote but if another client requires the same Aircraft, Pilots, Accommodation and PGA Golf Professional's and/or 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 in your communicated payment schedule;
- By making a provisional reservation, you confirm that you have read through and understand all the terms and conditions of Golf Air together with the Customer Agreement

INDENMNITY

- Although certain limited insurances have been arranged, neither GOLF AIR, nor its Staff, Pilots, Consultants, Agents, Tour operators, Third-party Suppliers or Employees, shall be liable for any loss or damage to passengers' luggage;
- 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, Consultants, Employees or Third Party Suppliers accept any liability whatsoever for any injury or incidents to Clients or guests or their belongings whilst on your journey with us;
- 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/guests hereby waives any claim which he/she may have against Golf Air, its Staff, Pilots, Agents, Employees, Consultants, 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'/ Guests' Executors, Heirs, Trustees and/or Dependents;
- The Client/Guests 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 clause 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/guests gives the aforementioned waiver, as the Client/guest agrees that he/she has fully read through and understands all aspects of all the above-mentioned Terms and Conditions together with the Customer Agreement, 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/guests 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 our Terms and Conditions and Customer Agreement 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 and Customer Agreement.

INSURANCE

- Comprehensive Travel, Medical and Cancellation insurance is mandatory, is the Client's responsibility and will not be waived;
- Golf Air usually advises that Clients/guests do take CFAR-type insurance for the type journeys they embark on when traveling with us as it is luxury journeys and we would not want Clients/guests to lose any funds should they, for any reason whatsoever not be able or want to travel;
- Please note that Golf Air is not a travel Agent and will therefore not give advice regarding your specific insurance policy, but we advise that you speak to your travel agent or broker in terms of your Travel insurance for your journey to make sure that you are fully covered for any event whatsoever and covered in terms of the Golf Air Terms and Conditions and Customer Agreement;
- If you do not understand this Clause, please enquire before making a booking with Golf Air.

JURISDICTION

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

LAUNDRY SERVICES

- Laundry-services are available at most of the lodges and hotels, and 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.

LEISURE GUESTS (GUESTS WHO ARE NOT PLAYING GOLF)

- 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, except if expressly communicated that this will take place via private aviation;
- 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.

LUGGAGE

- You are welcome to bring up to 23kg luggage (excluding the golf bag) and a small hand luggage item too (subject to passenger loads);
- The 23kg bag must be a soft luggage case item to make sure that it fits the requirements for the aircraft you will be traveling in;
- Golf Air will send information to either you, to your 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 – even if only for specific parts of your journey;
- 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/ guests' 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;
- Please adhere to our advice on your Itinerary as advice regarding the luggage will be given on a day-by-day basis on your live itinerary link.
- All limitations regarding luggage are for passenger safety on your Golf Air Safari.

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 with us;
- It is your 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' / guests' own account;
- In the event that any Client/guests 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.

PAYMENT SCHEDULE

- A 50% non-refundable payment is required in terms of 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;
- Most 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 and 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/change in supplier, if on the list of the Golf Air suppliers;
- Your Golf Air Safari Journey must be paid in full at least 109 business days before departure from your departure point in South Africa, otherwise penalties will be incurred – please refer to our Cancellation policy-clause;
- Should you 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 immediately make full payment as per our quote and invoice to confirm your booking and in order for the Golf Air Team to make payment to all Third Party Suppliers, to secure your Aircraft and to work on your very specific journey and Itinerary.

PGA PROFESSIONAL

- We pride ourselves in sending a PGA Golf Professional with you on every journey if you are playing golf;
- 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.

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 Journeys for general publicity purposes without payment, permission or credit except where express concern is raised regarding your privacy, which we'll respect and which will be treated as per your requirements on an ad-hoc basis.

SCHEDULING TIMES & ROUTES

- Excursions cannot be fully 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 as your safety is our primary concern;
- Where you 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, you will be responsible for all further costs incurred by Golf Air for the changed schedule in Itinerary;
- Please note that any costs incurred whilst in South Africa are subject to VAT charges as prescribed by the South African Government.
- These costs will be over and above the original charter price and will be communicated to the Client at the earliest opportunity after your request to amend the itinerary;

SURCHARGES

- Fuel: This cost is calculated at current published fuel prices in South Africa. Should upliftment in fuel prices cause an extra charge in terms of all types of transport and affected necessities for your journey, the surcharge will be for your account and will be communicated to you immediately once the known price of upliftment is clear to Golf Air;
- Airport hours: additional costs incurred when movements occur outside an airports' operating hours and this will be for your account;
- Extra costs incurred by your Private Pilots due to adverse weather, delays or any other factor beyond the control of Golf Air will be for your account;
- Increased airport taxes and surcharges will be for your account;
- Demurrage in the event of adverse weather or delay which will be for your account;
- Increase in Government VAT or TAX rates will be communicated to you and will be for your account;
- VAT whilst incurring costs inside of South Africa for extra excursions will be for your account;
- Luggage transfers as per transfers and luggage transport- clause;
- 3 % on payment via EFT will be for your account;
- 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 your account but will be kept to the utmost essential and minimum and will be communicated to you immediately should knowledge about such surcharge become known to 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 with us.

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 be transported from your various lodges or hotels and loaded on to the Aircraft by the time you arrive after playing your game or enjoying your excursion for the day;
- 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 the Luggage-clause.

YOUR RATE INCLUDES:

- Meals and local Alcoholic and non-alcoholic drinks as per scheduled Itinerary Meals;
- Entrance Fees to All Places of Interest as per the Itinerary;
- Excursion Fees Accompanied by Tour Guides as per the Itinerary;
- All Conservation fees at Private Reserves;
- Green Fees, halfway-house and bar facilities (Local) at the various Club houses;
- Coaching by our resident PGA Golf Professional;
- Swing analysis and Golf clinics from Golf Air's PGA Golf professional as per itinerary;
- Accommodation at all destinations as per your itinerary;
- Guides on all excursions, except where expressly excluded;
- Catering on Flights as suited on time of day and as per Itinerary scheduled;
- Land Transfers as per itinerary;
- All Flights on The Golf Air Chartered Aircraft as per Golf Airs' discretion;
- Flight Crew, Crew accommodation, Aircraft and Fuel;
- Handling of luggage and moving of luggage;
- Government tax and VAT.
- *This is applicable to all journeys, except when expressly excluded in your journey package.*

YOUR RATE EXCLUDES:

- Memorabilia purchases;
- Laundry service;
- Luggage overweight and excess costs;
- Any Hotel mini-bar costs except where expressly provided by Golf Air;
- Any extra Hotel Room, Bar and catering costs not included in your itinerary;
- Cigar Lounge costs, except when expressly provided by Golf Air;
- Any Alcoholic Beverages not included in your Itinerary;
- 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 or gifted by Golf Air;
- Visas for passengers if applicable;
- Fuel surcharges;
- International Flights;
- Travel Insurance for your Golf Air Journey;
- Overflight surcharges as well as surcharges for unplanned overnight stops for flight crew;
- Staff and Caddie gratuities;
- Any and all other gratuities to guides;
- Last minute alterations to confirmed itinerary as per client's request and confirmation.

WHOLE AGREEMENT

- By making a booking and confirming said booking via your Registration Form, the guest and Client agrees to the Golf Air Terms and Conditions, the Customer Agreement together with the area of Jurisdiction and Indemnity clauses;
- 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/guests;
- Golf Air reserves the right to amend Terms and Conditions at any time when it deems it necessary to do so;
- If you do not agree with these Terms and Conditions or Customer Agreement, please refrain from making a booking with Golf Air.
- These are the Terms and Conditions as accepted by you and represents the sole understanding between You 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 Our Terms and Conditions or Customer Agreement of your Charter or Travel Confirmation;

- If any Clause or part of any Clause in Our Terms and Conditions or Customer Agreement are deemed to be found non-binding by a Court of Law in South Africa, it will not have an effect on any of the other Terms and Conditions or the Customer Agreement of Golf Air in any way whatsoever;
- If you do not understand this clause or do not agree with this clause, please refrain from making a booking with Golf Air.

Golf Air

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