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The Golf Air Terms & Conditions

Golf Air is a luxury Golf Specialist and we arrange Golf Safaris in South Africa, inclusive of flight travel, accommodation and golfing, as well as non-golfing excursions for those who don't partake in the golfing itineraries, at our client's request. We have set packages or we can customize a trip specifically for you. 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, who are responsible for providing your travel service or product. 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 Standard Tour Operator for one of the itineraries or customized trips on this site, you agree with all the Terms and Conditions.

HOW TO MAKE A PROVISIONAL RESERVATION

- Upon written request via email and subject to availability, we will provisionally book your place on the chosen tour after sending you a reservation form which you have to complete in full.
- A 10% deposit is required for your provisional reservation.
- A quote will be sent out to you setting out the costs of either one of the package deals or your own customized trip.
- Space is allocated and held for the time set out on your specific quote, BUT if another client requires the same aircraft, Pilot and PGA Golf Professional at the same time, the holding agent/guest will be asked to confirm with a 50% deposit payment even before the required 12 week period (see below) or release the aircraft and booking.

CONFIRMATION OF YOUR BOOKING

- Upon receipt of a written confirmation, signature via email, a 50% deposit and a fully completed Reservation Form, final confirmation details of your specific trip will be sent to you;
- Upon receipt of the relevant payment, your booking will be confirmed via e-mail.

PAYMENT SCHEDULE

- A 50% deposit payment is required to confirm your booking at least 89 business days before departure from your specific traveling point 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 lodges might be lost. In such cases, this will always be communicated to clients in advance.
- Your Air Safari must be paid in full 42 business days before departure from your departure point in South Africa.
- A 5% service fee will be charged when paying with a credit card and a 3% service fee will be charged when paying via EFT.

YOUR RATE INCLUDES:

- Meals as per Itinerary, Local Alcoholic And All Other non-alcoholic Beverages;
- Entrance Fees To All Places Of Interest as per itinerary;
- Excursion Fees Accompanied By Tour Guides as per Itinerary;
- Green Fees, half-way-house and bar facilities (Local) at the various Club-houses;
- Coaching, swing analysis and golf clinics from Golf Air PGA Golf professional as per itinerary;
- Accommodation at all destinations as per itinerary;
- Catering on Flights when necessary;
- Land Transfers as per itinerary;
- Flights On The Golf Air chartered aircraft;
- Flight Crew, Crew accommodation, Aircraft and Fuel;
- Government tax

YOUR RATE EXCLUDES:

- Memorabilia purchases;
- Laundry service;
- Luggage overweight costs;
- Any Hotel mini-bar costs;
- Cigar Lounge costs, except when 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;
- Staff and Caddie gratuities;
- Last minute alterations to confirmed itinerary as per client's request and confirmation;

CANCELLATION POLICY

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 in South Africa;

- No cancellation fee is applicable up to 90 business days before the departure date;
- 10% provisional booking fee is required;
- Between 89 and 70 business days before departure date: 50% of the fee as on invoice;
- Between 69 and 54 business days before departure date: 75% of the fee as on invoice;
- Between 53 and 41 business days before departure date: 100% of the fee as on invoice;
- No cancellation will be accepted 6 weeks prior to departure for trips on our itinerary list.
- 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;
- Therefore: If there's compliance with section 17(5) of the Consumer Protection Act 68 of 2005, only the affected person has the right to a waiver of the cancellation fee in terms of Golf Air's cancellation policy;
- A 100% cancellation fee is applicable, regardless of time limit or reason (except if in compliance with section 17(5) of the CPA 68 of 2005, and then only also for the one affected person), when trips are customized and not on our itinerary listed of trips;

CUSTOMIZED CHARTERS

When booking a customized charter, we'll do anything and everything to cater to every need of our client in ensuring they do have the holiday of a lifetime.

- A customized trip is non-refundable, regardless of time limit or reason (except if in compliance with section 17(5) of the CPA 68 of 2005, and then only also for the one affected person), when trips are customized and not on our itinerary listed of trips;
- A 30% provisional booking fee is required;

- A 50% deposit payment is required to confirm your booking at least 89 business days before departure from your specific traveling point in South Africa, but may required in advance of the 89 business days if the required aircraft for your specific booking needs to be secured.
- 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 lodges might be lost. In such cases, this will always be communicated to clients in advance.
- Your Air Safari must be **paid in full 42 business days before departure** from your departure point in South Africa.
- A 5% service fee will be charged when paying with a credit card and a 3% service fee will be charged when paying via EFT.
- When doing customized charters, routes can and may be changed and extended at any given time, but this will be for the clients' account (immediate payment via EFT or Credit card) and will be subject to extended availability of the aircraft as well as weather conditions.

ACCOMMODATION

- This fee is applicable to a per person 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 according to specifications of the third party supplier being used.
- All accommodation destinations mentioned in itineraries will be subject to availability.

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;
- 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 prior to 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;
- 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;
- 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.
- Golf Air reserves the right to amend travel prices after confirmation of booking of first payment should there be severe currency, fuel or statutory charge increases. This will be for the clients' account. We will however do our utmost best to keep to quoted prices.

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 supplier.
- If you have any doubts regarding status of luggage, please check with Golf Air first, as dangerous goods will not be carried on any Golf Air supplier.

DIVERSIONS AND DELAYS

Delays and diversions due to adverse weather or technical instability is beyond Golf Air's control, as your safety is our first priority and will be for the client's account, should there be a fuel surcharge.

DRESS CODE

- The dress code for some dinners will be smart-casual, some smart. Your itinerary will be an indication of this or you can contact us regarding dress code;
- 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 or any other factors beyond the control of Golf Air, which includes but is not limited to:

- civil commotion, labour disturbances, riots, strikes, lockout 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.

FLIGHTS

- You have your own, private, luxury aircraft for the duration of the journey. You'll usually be flown in a King Air 90 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;
- Safety is of the utmost importance to us and all our flights are dual crew. Most flights will take between 15 minutes to an hour;
- We will indicate with your choice of aircraft whether the aircraft is multi- or single engine, but all operations will remain dual crew, as this is Golf Air policy and standard;
- Golf Air reserves the right to make use of any empty legs on the Aircraft;

GOLF

- The green fees, halfway house, lunches, snacks and drinks are all included in your package. Golf carts are compulsory at some clubs;
- 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;
- Club hire or equipment hire will be for your own account;
- Any gift from Golf Air regarding golf will be your responsibility for the duration of the trip and no extra gifts will be provided if lost.

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;
- Medical/travel insurance is compulsory and is the client's responsibility.
- 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.

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 or tour operator 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 regard the above restrictions regarding luggage as your maximum limit;

- We ask that you do not bring hard golf cases, as we have to keep weight and balance restrictions in mind;
- 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.
- 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

- 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 safari;
- It is the client's responsibility to check with relevant embassies for requirements and your Travel Agent or Tour Operator will also be able to advise you.
- If visas as necessary but not in order, this will be for the clients' own account.

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 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.

SURCHARGES

- Fuel – This cost is calculated at current published fuel prices. Should fuel uplifts be necessary at other, more costly locations, the surcharge will be for the client's account;
- Airport hours - additional costs incurred when movements occur outside an airports' operating hours. Specific airport operating hours will be communicated to client before finalizing bookings, as they all differ. This will be for the clients' account;
- Increased airport taxes and surcharges;
- 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;
- When payment is made in foreign currency, surcharge will be at current South African Standard rates;

YOUR PGA PROFESSIONAL

- On every trip we pride ourselves in sending our 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;
- 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 and create the most comfortable journey for you, as you have your own, private aircraft waiting for you after each day of golf or excursions;
- 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 a third party supplier and we make sure you travel in luxury and comfort.

- Some luggage transfer will be done via road through a reputable third party supplier. This will always be done when luggage exceeds the aircraft limitations as per LUGGAGE CLAUSE and will be for the clients' own account.

NON-GOLFERS

All-inclusive, guided excursions for non-golfers 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.

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 or permission.

COPYRIGHT

Photos on this website are the property of Beechcraft Textron aviation, and Alwyn Vorster.

COMPLAINTS

- Any and all complaints should be made telephonically at the time of incident and should be followed in writing via e-mail to rozelle@golfair.co.za no later than 30 days after 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 in such instances.

JURISDICTION

The client and Golf Air submit to the jurisdiction of the Republic of South Africa, specifically the High Court of South Africa, Western Cape Division, Cape Town.

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 or 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 client 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 so 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, danger or loss of property.
- The client further records that any statement, representation or information given to him/her by Golf Air shall not prejudice this waiver in any manner whatsoever.
- **The client indemnifies Golf Air in respect of any claim that may be made by any third 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.**
- **All passengers flying with Golf Air will be briefed before flight regarding aircraft type, safety, duration and rules.**

- **A signed indemnity form MUST be given to Golf Air before any passengers fly 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.**

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 processes your data by storing all data on their servers. Our hosts are GDPR compliant as well as POPIA compliant.

Thank you,

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