



# XL THE TRAVEL PROFESSIONALS (PTY) LTD

## STANDARD TERMS & CONDITIONS

**Thank you for choosing XL The Travel Professionals (PTY) LTD . All consultations and transactions and bookings concluded are subject to these Standard Terms and Conditions as well as Supplier ( such as but not limited to, Tour Operator, Airline, hotel and so forth). Please read the below carefully. You can also complete and accept the Terms & Conditions electronically. Please ask your consultant to send you the link for electronic completion. By making payment for your booking you accept the terms and conditions as set out below.**

### COVID-19 PANDEMIC

**DISCLAIMER** the Pandemic has presented many challenges in the travel industry with travel arrangements being inconvenienced or affected by airline cancellations and changes to their schedule, including but not limited to, restrictions placed on travel by the governments of many countries and adherence to specific country regulations. By signing these conditions and making payment you accept all conditions and disclaimers. You hereby expressly assume all risks and dangers covered in the conditions of travel, and expressly agree to release, discharge and hold us , employees, officers, directors, associates, affiliate companies, harmless against any and all liability, actions, causes of actions, suits, claims and demands of any and every kind and nature whatsoever which you now have or which may hereafter arise out of or in

connection with these risks and dangers.

**Health & other Hazards:** you agree that it is your personal decision to travel, and you are doing so with the full knowledge of current travel recommendations and travel restrictions with regard to the risk associated with COVID-19. XL The Travel Professionals assumes no responsibility in this regard and shall not be liable for any unsafe conditions or health hazards including pandemics or other illnesses in any manner whatsoever. You must review the latest health information provided by the World Health Organization, before embarking on your journey to ensure that you have all the specific information relating to your specific trip.

**Rules of Travel Suppliers and Governments** XL The Travel Professionals shall not accept any responsibility for Covid-19 related requirements that are imposed by travel suppliers, airlines or governments, such as health affidavit forms, health screenings prior to departure or on arrival and/or Covid-19 tests. For the latest information you should check the Government websites of the countries that you are travelling to and through.

**Changes and/or Cancellations of a service** any bookings made for travel may still be affected by unexpected changes by the respective airlines, supplier and/or policies of the Government of the countries in your journey/residence. XL The Travel Professionals shall not be liable for costs incurred, should that information require changes to your booking. XL The Travel Professionals will assist to the best of our ability with obtaining refunds which may be due or rebooking trips using future credit where applicable, for which a service fee will be applicable, however we have no control in respect of the outcome and will be governed by the original Terms & Conditions, including any penalties, changes or cancellations imposed by the respective airlines/suppliers utilized in your booking.

**Financial Conditions of Travel Suppliers** XL The Travel Professionals acts at all times as an agent, sub agent or broker for various principals and other 3<sup>rd</sup> Party suppliers inter-alia, tour operators, airlines, cruise companies, car hire and touring companies, hotels and other providers of tours, transport, sea or land arrangements and other travel related services. XL The Travel Professionals has no special knowledge of every suppliers' individual financial situation and

cannot accept any liability for a supplier which may in future default or for recommending future travel credits with suppliers which may go out of business by the time the client wishes to use the credits.

### CONDITIONS OF BUSINESS

**XL THE TRAVEL PROFESSIONALS (PTY)LTD** may refer to themselves as an "agent" from time-to-time but are not agents for any third party/ies. We act on behalf of or broker for various principals and other 3<sup>rd</sup> party suppliers inter alia; tour operators, airlines, cruise companies, car hire and touring firms, hotels and other providers of tours, transport, sea or land arrangements and other travel-related services such as visas. We act on behalf of these Principles and 3<sup>rd</sup> party suppliers (collectively referred to as the Suppliers) and are not responsible for acts of error or omission made by them or their agents. We may refer to ourselves as an "agent" from time to time but are not agents for any third party/ies.

These terms and conditions will govern all future dealings between the Parties and may be amended from time to time.

In this Contract, unless the context clearly indicates to the contrary, the following words and expressions shall bear the meaning hereinafter assigned to them:-

**"the Booking/ Reservation"** shall mean any part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of the **Client** with the Suppliers, and excludes services of a peripheral nature.

**"the Company"** shall mean XL THE TRAVEL PROFESSIONALS (PTY) LTD and/or anyone acting for or on behalf of **the Company**, provided such person has been duly authorized and is acting within his or her scope of duty.

**"the Client"** shall mean the person who applies (directly or indirectly) to the Company for the Company's services. The aforesaid will include but is not limited to a person who applies for his own use or benefit or that of any other person and whether applying as principal, agent or sub-Contractor. The **Client** shall include any other person on behalf of the **Client** or whom the **Client** represents and includes the Client in the Company's Application to do Business form.

**"the Conditions"** shall mean these terms and conditions and those of the Principal, where applicable;

**"the Traveller"** shall mean any person (whether or not such person is the **Client**) who utilizes or obtains any benefit from the Services of the

Company. The **Traveller** shall include a potential **Traveller**.

**"the Travel Agent / Consultant"** shall mean any other party who has made or secured any travel bookings or arrangements for the Client, other than the Company.

**"the Services"** shall mean any travel or other service facility, product or matter incidental thereto of whatsoever nature arranged or to be arranged by the Company (whether directly or indirectly) to or for the **"Client or the Traveller"**. The aforesaid shall be used interchangeably and shall include inter alia but not be limited to the providing of advice or information, the booking of reservations for accommodation, transport or the like (whether by air, sea, land or otherwise), the application for passports, visas or other travel contracts, the arranging or obtaining of insurance, any other service or facility (even though not specifically requested by the **Client** or the **Traveller**) provided by the Company or which the Company in its sole and absolute discretion deems necessary or ancillary to the services of facilities requested, or anything else associated with or related to travel.

**"Peripheral Requirements / Services"** shall mean, inter alia, obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve and other bank approvals, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with Principals and other parties for whom the Company acts as intermediary.

**"the Principal/Supplier"** shall mean the provider of accommodation, transport, and all other relevant services or products arranged by the Company, or any services ancillary thereto provided by the **Principal** or any other party.

#### **The Company as an intermediary**

The Company only acts as an intermediary between the client and the Suppliers, and accordingly on receipt by the Company of any request for a booking(s) in a brochure or tailored quote, the Company shall transmit any such booking to the Suppliers concerned and endeavour to secure timeously all reservations and arrangements.

All quotations or estimates provided by or bookings made with and/or all services rendered or vouchers, receipts or tickets issued by or on behalf of the Company are subject to these Standard Terms and Conditions as well as those of any Supplier.

The Suppliers may be acquitted from responsibility in that they act as agent themselves or have contracted out of liability, as may the ultimate Principals such as hotels, car hire and coach operators, and it is therefore recommended that appropriate insurance be taken out by all travellers.

The Company does not accept liability to the Traveller for any actions, errors or omissions of the Suppliers and/or their agents, which may be prejudicial to the client or result in loss in any way or form whatsoever, including injury, illness, harm, trauma, death and/or loss of or damages of whatsoever nature or kind and the client indemnifies the Company accordingly.

Any right of recourse the client may have, will be solely against the Suppliers/3<sup>rd</sup> Party

#### **Limitation of Liability**

The company nor any related company or representative shall be liable for injury, illness, harm, trauma, death to the client or any passenger and/or loss of or damage howsoever caused and the client hereby indemnifies the company accordingly. The Company, the owners, the directors, employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever even though this may be a result of negligence on the part of the Company's employees. In the event of any liability attaching to the Company's liability shall be limited to a maximum of N\$5000 ( Five Thousand Namibian Dollars) per traveller.

**AUTHORITY** The client requesting quotations or estimated or making such bookings or to whom any service is rendered, is deemed to have read and accepted these Terms and Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and /or the person to whom the services are rendered.

**BOOKINGS** Wherever possible, the Company will endeavour to confirm the status of any booking in writing, but any failure to do so shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of the Company.

In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of the Company, expenses relating to these unscheduled extensions (hotel accommodation, etc.) will be for the client's account.

Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee. The Company reserves the right to cancel any booking without prejudice, in the event of full payment or a deposit or part thereof not being received in time.

The price quoted to the client is based on fares, hotel prices, land costs and other relevant costs at the date of the Company's quote. In the event of there being any increase in any of the foregoing costs prior to the issuing of the documents, such variation shall be for the Client's account and payable on request by the Company, as shall any increase in the price(s) quoted arising from the fluctuation in rates of exchange.

Documents will not be issued until such time that full payment is cleared by the Company's bankers. The onus will be on the Client to check that there have been no changes in the price prior to making full and final payment.

Airfares are subject to the fare and fare rule conditions quoted by the air liners and cannot be guaranteed by the Company. Should the Client's be a group booking and the group number deviates from the number required for the booking, the Suppliers may reserve the right to re-cost the price and raise a surcharge. Should the Client or any party of the Client's group refuse to accept and pay such surcharge, it may result in the Suppliers cancelling the booking and retaining any payment made. The Company will be entitled to retain any service fees charged.

**CONDUCT** The client agrees that he/she will at all times comply with the Company's or the Suppliers' requirements in regard to the clients conduct and the client will not in any way constitute a nuisance or danger to any other passenger on the booking/flights/services used

#### **CONFIDENTIALITY**

Subject to statutory constraints or compliance with an order of court, the Company undertakes to deal with all the Client's information of a personal nature on a strictly confidential basis. The Company will provide certain information to the Suppliers for the purpose of the booking, which the Client hereby consents to.

#### **TRAVELLING WITH CHILDREN**

SA & NAMIBIAN Immigration Regulations for travelling internationally or outside the borders of Namibia and South Africa ;all children under the age of 18 require the following when travelling internationally:

Valid Passport, valid for at least 6 months after their return

Any required visas for the destinations they are travelling to or through Unabridged Birth certificate (this may be called a Birth Certificate or other name if from a different country but it must contain full details of BOTH parents of the child).

If travelling with one parent, consent from the other parent is required in the form of a Parental Consent Affidavit as well as a certified copy of that parent's ID.

If travelling without either parent, consent from both parents is required in the form of a Parental Consent Affidavit, as well as a certified copy of both parent's ID's.

Please ask for access of the Home Affairs Parental Consent Affidavit for parents not travelling with their children.

Please note:

If the Parents surname on the Unabridged Birth Certificate is different to that of the surname on the passport eg Maiden name vs Married name, please travel with a certified copy of your Marriage Certificate as well. Documents must be original or certified as a true copy of the original by a commissioner of oaths or the equivalent commissioning authority in your country of Nationality and certified copies must not be older than 3 months before your last travel date.

This information is provided in good faith and may change without notice. For all applicable details on these regulations please refer to the Department of Home Affairs official communication, for the latest valid information. XL The Travel Professionals or their consultants/employees/management /owners cannot be held responsible for costs / denied boarding/ or repercussions due to incorrect travel documents when travelling with children.

#### **DOMESTIC TRAVEL WITHIN NAMIBIA**

Domestic Travellers are required to have proof of their identity such as a Official Namibian ID Card or passport. Infants and Children under the age of 18 must travel with their birth certificate. One parent cannot travel alone with 2 children under 4 years

**DESTINATION** The client acknowledges that he/she has selected the itinerary and destination/s constituting the booking based on information sources which have been compiled and are managed by the Supplier/s. The Company does not guarantee that the itinerary and/or any destinations will comply whole or in part with such information sources. The client acknowledges that any right of

recourse in that regard will be against the Supplier/s.

While it is possible to deviate or break-away from the booked itinerary, it is understood that such deviation or breakaways will be for the clients account.

#### **CONFIRMATION OF YOUR BOOKING**

Your confirmation Itinerary is your written confirmation of your booking. Please make sure you read and understand the itinerary and ask a consultant to explain it to you if you are unsure of anything.

#### **SERVICE CHARGES**

XL THE TRAVEL PROFESSIONALS (PTY)LTD reserves the right to implement Service Charges and these are included in the prices quoted to you prior to booking or at the time of making any changes.

Service Charges may include but are not limited to: booking, ticketing, documentation, amendments, cancellation, communications, consultation and administration fees.

All services charges are non-refundable in the event of cancellation/changes of your trip for any reason.

#### **CHECK THAT THE NAMES ARE AS PER PASSPORTS**

It is important that the Client provide the Company with the travellers' full names as per the passenger/s travel document. Failure to do so could result in denied boarding or deportation due to name mismatch information. Please confirm that all of the travel arrangements, itinerary details and documents are correct. Once documents have been issued, name changes are not permitted to airliner's/cruise tickets and any change thereto will require that a new ticket is issued. Refund on the original incorrect document is not guaranteed. Any financial penalties/charges/new documentation imposed by the service provider(s) as a result of name changes will be payable by the Client.

Once your tickets/documents are issued, name changes are not allowed so please check this prior to paying for your booking. Any costs incurred due to incorrect names, is for your own account.

#### **DEPOSITS**

All bookings must be accompanied by the required deposit or full payment, depending on the airline, tour operator or 3rd party supplier used. All deposits are non-refundable. XL THE TRAVEL PROFESSIONALS (PTY)LTD reserves the right to cancel a booking should the required deposit not be received. Payment of a deposit does not guarantee the price quoted -

this may be affected by rate of exchange fluctuations and other factors beyond our control. Prices can only be guaranteed once full payment has been received.

#### **TRAVEL INSURANCE**

Travel Insurance is essential to protect you when you travel. Cover yourself against cancellation, medical, baggage and personal expenses plus more.

Insurance is recommended for International and Regional trips.

Your XL THE TRAVEL PROFESSIONALS (PTY)LTD Consultant may furnish you with the levels of cover offered by the Travel Insurance Company but you will personally need to decide which policy type is most suitable to your travel needs.

XL THE TRAVEL PROFESSIONALS (PTY)LTD consultant will facilitate the issuing of the Insurance policy but is not in a position to provide insurance advice. For insurance related queries, or for claims on your policy, please contact the Insuranc company on the number indicated on your policy or documentation received in this regard. Always read the insurance policy documents and policy wording that will be emailed to you as it contains vitally important information regarding the cover you have purchased and the claims process.

Free Credit Card insurance may not be adequate cover for your trip. Ask your travel consultant to furnish you with the Insurance credit card top-up policy information.

We strongly recommend trip cancellation and medical insurance, but some policies do not protect against cancellation due to pandemics or supplier defaults, so the client must read the policy. You recommend "cancel for any reason" coverage, which costs more.

It shall not be obligatory upon the Company to effect insurance for the Client. The Company shall not be obliged to obtain separate cover for any risks so excluded. Nor shall the Company be under any obligation to affect a separate insurance for each Client, but may declare it on any open or general policy.

The Company will not be responsible if the Client fails to take adequate insurance cover. Queries must be addressed to the principal insurer, as the Company shall not in any way be held responsible and/or all information advanced by its staff in this regard.

Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only and

the Company will not be under any responsibility or liability whatsoever in relation thereto, notwithstanding that the premium of the policy may not be at the same rate as that charged by the Company or paid to the Company by the Client.

#### **PAYMENT OF YOUR BOOKING**

Full payment is required at least 8 weeks prior to departure OR at the time of booking which ever is earliest and depending on the requirements of the 3rd party suppliers used for your booking. Please reconfirm your outstanding balance before you make payment as prices may have fluctuated with the rate of exchange.

Prices are not guaranteed until tickets/services have been paid for in full and issued, and are subject to change at any time until then.

XL THE TRAVEL PROFESSIONALS (PTY)LTD accepts payment via the following methods:

Cash ( bank fees/cash handling fees are for your own account)  
EFT (electronic funds transfer) or Direct Deposits into one of the bank accounts listed at the bottom of these terms and conditions.

Credit cards produced in our office, Secure Online credit card payment 3rd Party Supplier online Credit Card payments via the Supplier's website - Please ensure your card is set up for online secure payments and that your included travel insurance will still be applicable should you pay via our secure online portal. The company takes no responsibility/liability for credit card insurance

please send proof of payment to the XL THE TRAVEL PROFESSIONALS (PTY)LTD once completed, if you have selected to pay the supplier directly on their website or payment link by credit card

When paying by credit card the Client will be required to complete the Company's credit card/booking authorisation form and comply with the authorisation criteria as laid down by the respective Credit Card Companies and/or the International Air Transport Association (IATA). Please use your booking reference as a reference when making your payment

#### **BANKING DETAILS**

Account Name: The Travel Professionals

**Bank: Bank Windhoek**

Branch Details: Branch Code 483 872 -

Maerua Mall

Account Number: 8000018276

Bank: **First National Bank of Namibia**

Branch Details: Branch Code 282-273 -

Maerua Mall

Account Number:

62120404710

Bank transfers can take up to 48 hours to reflect. Payment of your booking cannot be processed unless the funds have cleared in our account.

Please use your SURNAME AND TRAVEL DATE/or supplied Agency reference as reference when making payment. PLEASE NOTE THAT ALL BANK CHARGES INCLUDING CASH HANDLING FEES ARE FOR YOUR OWN ACCOUNT. PLEASE ADD THE CASH HANDLING SERVICE FEE WHEN PAYING IN THE AMOUNT. CREDIT CARD MAY ATTRACT FOREIGN/BANK CHARGES

WE DO NOT ACCEPT CHEQUES OR CHEQUE DEPOSIT PAYMENTS or CASH DEPOSIT PAYMENTS.

**Late Payment:** If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a courier service, which will be for the Client's account. Alternatively, the Company may cancel the booking. Late payment may also result in cancellation of the reservation by the Third Party Service Providers and/or increase in pricing. Money's paid may be non-refundable.

#### **CHECK ALL YOUR DOCUMENTATION**

When you receive your travel documents, vouchers or tickets, please check that they match what is on your Itinerary as confirmed to you. Please contact your travel consultant the same day that you receive your documents if there are any discrepancies. Any costs incurred to fix errors is for your own account.

#### **DECLARE YOUR GOODS ON DEPARTURE**

We recommend that you register your personal goods prior to departure from Namibia. Traveler Card can be completed and stamped by Namibian Authorities at the Customs desk at the airport before you depart on your trip. Registering your goods is not compulsory however, should you not register your valuables or be able to prove that they were yours before departing NA, you may be liable for import duties or a fine. Please refer to <https://www.namra.org.na/customs-excise> or <https://www.namibweb.com/customs.htm> or visit your nearest Customs office for further information

#### **CANCELLATION AND AMENDMENTS**

Both XL THE TRAVEL PROFESSIONALS(PTY) LTD and the 3rd

party suppliers charge cancellation fees. By making payment you confirm that you have familiarized yourself with the Suppliers/3rd Party conditions. Copies of these available upon request.

Note: Some dates may only be changed through the XL THE TRAVEL PROFESSIONALS (PTY)LTD .Availability of seats and date change fees are subject to the airlines' policies and fare rules and/or supplier and 3rd Party conditions.

The Company can advise about the policies regarding a specific itinerary on request. The Company is able to assist in making your date changes for an additional charge. Please enquire regarding these additional charges. These charges will be in addition to the date change fees charged by the carrier.

Some airlines/suppliers and 3rd Parties may not allow date changes. In order to change the travel dates of such tickets, the ticket must be submitted for a refund and a new ticket purchased for the new travel dates at clients cost. Should you miss your flight or NO SHOW, don't take up your booking as planned, your ticket will be non-refundable. Please contact your Travel Consultant if you will not be utilising your whole ticket or any one flight on your ticket or not be able to take up any of your services as planned. Your consultant and/or The Company will then try to assist as best as possible but cannot be held responsible/liable for any inconvenience/or financial implications as a result. If you use your ticket out of date order or sequence, your ticket will become invalid for further use. Once tickets have been issued, routing changes ( including adding, removing or changing stopover connections) may not be permitted by the airline. If a routing change is needed, a new ticket may need to be purchased. The unused ticket may need to be submitted for a refund (if the fare rule allows). If there is a residual value on the original ticket this will be refunded by the airline. This is however not guaranteed.

Your baggage allowance may also change depending on the new fare/date purchased.

Travel bookings are non-transferable and name changes are not permitted.

It is imperative to purchase travel insurance to cover you in the event of cancellation charges due to cancellations for any reason on any booked services. Make sure you familiarize yourself with the available Travel Insurances.

Unused services – No refund will be

considered for unused services irrespective of whether they form part of the basic inclusive holiday price, or whether they are in respect of pre-booked optional arrangements.

We strongly recommend trip cancellation and medical insurance, but some policies do not protect against cancellation due to pandemics or supplier defaults, so the client must read the policy. You recommend "cancel for any reason" coverage, which costs more.

In the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of the Client, the Company reserves the right to claim the services, administration, communication and cancellation charges which will vary depending on the debits the Company receives from its Suppliers and the costs already incurred.

Failure to cancel will result in the total booking cost being payable. Although the Company may apply for the refund on the Client's behalf the Company is not responsible should the application be denied for any reason.

The Company reserves the right to discontinue and summarily cancel any agreement in respect of which payment has fallen in arrears, and in the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand.

Additionally, the Company shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or frustrated by strike, lock-out, civil commotion, war, act of God, force majeure, lack of materials, operation of law or regulations or order made by any statutory or other duly constituted authorities or any other cause beyond the control of the Company.

Certain tickets are completely non-refundable according to airliner's rules and various other third party's terms and conditions. Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, air liner's default or government travel warnings will not entitle the Client to any refund in the case of non-refundable tickets nor of waiving the cancellation penalties in the case that the tickets can be refunded.

**Cancellation penalties on tickets:** If tickets can be refunded, cancellation penalties can be up to 100% of the cost of the tickets are imposed by the air liners and can take as long as 6 (six) months to a year or longer to obtain from the air liners. Trip cancellation and interruption insurance is therefore highly recommended. For the best

coverage, travel insurance should be purchased at the same time as the air tickets purchase

#### **BAGGAGE**

Your baggage allowance will vary according to the airline, class of travel and the routing you have chosen. Some airfares and/or airlines do not allow free checked baggage allowance. Please confirm the baggage allowance as displayed on your ticket and if unsure, ask your travel consultant to explain it to you. Hand luggage restrictions depend on the airline but should usually not exceed 5-7KG - please confirm with the specific airline you are booked on. Most airlines will charge for excess baggage so do not exceed your allowance.

Booking separate tickets may affect your baggage allowance as each ticket will have separate conditions.

Travelling to the USA - Should you not utilise Transport Security Association (TSA) approved locks, your lock may be broken off to allow the TSA access to your luggage.

#### **DUTY FREE CUSTOMS ALLOWANCES**

If you are planning on taking goods such as alcohol, cigarettes or perfumes on your trip, please request the Duty Free allowance for your specific country of destination from your Travel consultant.

#### **ONLINE CHECK-IN**

We highly recommend that you check-in online wherever possible, using the airline websites OR our XLGO APP available from the App Store or PlayStore. This is usually available 24 hours before the departure time of your flight but please check with each airline.

#### **CHECK-IN TIMES**

The company recommend a check-in time of min. 3 hours prior to departure for international flights, min. 2 hours prior to departure for regional flights, and 1 hour check-in time for Namibian domestic flights. These are a guide only and may vary at any time due to security and other factors at the airport.

#### **FLIGHT CONNECTIONS**

The company recommends a minimum 3 hours connecting time between flights and at least 4 hours for connecting flights within the USA. You must use your flights in the sequence that they are booked on your ticket. Should you miss a flight or no-show, the airline may cancel the remaining sectors automatically and you will need to make a new booking at your own cost. If you need to change any part of your itinerary, or you have missed a connection, please contact your travel consultant to assist you in making further changes.

#### **RECONFIRM YOUR FLIGHTS**

Once your journey has commenced, onward flight times and routings may be changed by the airline. XL The Travel Professionals (PTY) LTD takes no responsibility for missed onward flights. It remains the travellers responsibility to check onward times with the airline as these may change without notice to the Company.

Travellers are required to provide their destination contact details or should plan on contacting each airline concerned by phone or at a city ticketing office at least three days before the flight to reconfirm and check for any schedule changes. We recommend that travellers reconfirm each flight, even if the airline says that it is not required

We also recommend that you download our XLGO APP via the Playstore or AppStore as this provides realtime information of your flight bookings as and when the airline updates any changes.

#### **SCHEDULE CHANGES/CESSATION BY THE AIRLINE/SUPPLIER**

Any schedule or routing changes made by the airline are out of The Company's control and we therefore cannot be held responsible for these changes made by the airline. If we have been advised by the airline, we will assist and advise on the options available should your booking be affected by airline changes. We can also not be held liable in the event of cessation of service on a ticketed route. Travel Insurance covering Airline Default is recommended.

Any legal rights which the Customer might have in connection with the provision of travel services are against the specific Supplier and, except to the extent a problem is caused by fault on The company's part, are not against XL The Travel Professionals(PTY)LTD

#### **SPECIAL REQUESTS**

EG SEATING, MEALS, BASSINETS, WHEELCHAIRS, UNACCOMPANIED MINORS AND NOT LIMITED TO THIS. Any special request must be addressed to the Company in writing well before the departure date. Whilst the Company will use it's best endeavours to accommodate such requests, it does not guarantee that it will be in a position to meet all demands,

We will request these from the supplier and/or airline but they are never guaranteed and may be subject to availability and additional charges. We highly recommend you pre-seat yourself on the airline's website prior to departure, whilst doing online check-in. Families should check-in online as early as possible to ensure seating

together as XL THE TRAVEL PROFESSIONALS and the airline cannot guarantee seats together. Seating varies according to the class and airfare you have purchased. Many airlines now charge a fee for pre-seating. We can request seating on your behalf but we cannot guarantee it, even if the airline confirms at the time of booking.

The airline reserves the right to change the configuration of the aircraft at any time which may change your seating request.

Services such as Wheelchairs, Unaccompanied Minors or Meet and Assists must be requested at the time of booking as they are subject to availability.

Special meals need to be requested at time of booking or at least 96 hours prior to departure.

Many discounted or low-cost carriers do not offer free meals on board.

#### **HOTEL SECURITY DEPOSIT**

Most hotels globally require a security deposit at time of check in even if you have pre-paid your stay. This is a deposit for incidentals incurred by guests and is usually taken as a pre-authorisation off your credit card. If no incidental charges are incurred, the hotel will release the pre-authorised amount. If you require further information, please ask your travel consultant or the hotel directly.

**LOCAL CITY TAX/DEPARTURE TAX** Some countries may charge a City tax which is only payable, in cash, on arrival at your hotel and is therefore not payable prior to departure. Amounts vary from one city to another so please make enquiries on arrival at your destination.

Certain destinations may require a departure tax which is payable locally upon departure in cash. This tax is not included in the prices quoted.

#### **HEALTH REQUIREMENTS**

These vary from country to country and it is advisable to seek the advice of the Travel Clinic/Local General Practitioner as soon as you make your reservation. Whilst XL The Travel Professionals consultant will endeavour to inform you of requirements, the obligation is the travellers' to ensure that the health requirements have been investigated and adhered to. It is also your responsibility to ensure that you are fit to travel. Please consult your General Practitioner should you suspect that you have any medical condition or physical disability which may be exacerbated by long distance or air travel.

The Company has no special knowledge of health hazards such as, but not limited to, the risk of

contracting Covid-19, either during the client's travel or at the client's destination. For the latest travel health information, the client should review the Government Department's website regarding travel and the CDC's information at [www.cdc.gov/travel](http://www.cdc.gov/travel) Or World Health Organisation.

The Company has no responsibility for Covid-19-related, or any other health or restriction imposed, requirement that travel suppliers and governments may impose from time to time, such as health affidavit forms, health screenings prior to departure or upon arrival, face coverings or quarantines.

For the latest Covid-19 government travel regulations, or health restrictions the client should review IATA's website at [www.iatatravelcentre.com](http://www.iatatravelcentre.com). For the latest travel supplier requirements, check the supplier's homepage.

Warning - Malaria and other tropical diseases. Certain parts covered by the Client's itinerary may be areas where there is a high-risk of malaria and other tropical diseases. The Company strongly recommends that the necessary precautions be taken in this regard and recommend that the Client check with his/her medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon the Client's arrival in Africa or any other tropical or sub-tropical destination. If the Client has not done so prior to departure, it is imperative the Client do so upon the Client's return.

#### **DRIVERS LICENSE/CAR HIRE**

If you are hiring a car/motorbike or any type of transportation vehicle in another country or locally, you will need a valid driver's licence for that category of vehicle.

We recommend that you always travel overseas with an International Driver's License obtainable from your local Automobile Association (AA)

Minimum age for car hire is 21 years old, sometimes older, depending on the country you will be driving in.

The driver of the vehicle must hold a valid credit card in their name to produce on collection of the vehicle as you will be asked to pay a deposit on the vehicle over and above the car hire charge. Please specify at the time of booking if you require a baby/child seat for the rental vehicle which we can request at an additional charge. This may be compulsory in some countries and you will need to pre-book it if not taking your own.

#### **REFUNDS**

The company is unable to refund monies before receipt of funds from the relevant airlines/suppliers/3<sup>rd</sup> parties

The Airline and/or 3rd party suppliers holds any monies you have paid for the airtickets or travel arrangements, not The company, therefore refunds can take minimum 8 weeks, sometimes longer.

All airlines have different policies regarding refunds on half-flown tickets and therefore The company cannot guarantee any refund on these. We will apply for the refund on your behalf but will need to confirm the amount, if any, once the airline has advised us.

We reserve the right to charge cancellation fees as well as administration fees as well as pass on those cancellation charges levied by the airlines and third party suppliers. We also do not refund any service fees/professional fees originally charged or commissions earned from suppliers/airlines. All refunds are subject to a 10% administration fee payable to the Company, which is calculated on the value of the ticket/services submitted for refund claimed. This fee is over and above any cancellation fee which may be charged by the Suppliers to whom the refund is submitted. Refunds by the suppliers will be subject to their terms and conditions which the client is responsible for familiarizing themselves with.

Not all airport taxes are refundable - this is determined by the individual airline concerned.

The Company, as an intermediary, can only assist in processing and following up on the Client's refund.

In no way whatsoever does the Company or any of its employees guarantee a refund unless it is reduced to writing and provided by the Suppliers.

#### **PERIPHERAL REQUIREMENTS**

The Company will, on request, endeavour to assist the Client with Peripheral Requirements or Services. However, the Company cannot be held liable for ensuring that these Peripheral Requirements and Services are provided correctly or timeously or at all, nor ensure the accuracy of any information or any lack of information relating to such Peripheral Requirements and/or Services.

#### **PASSPORTS**

Please ensure your passport is valid for at least 6 months AFTER you return from your trip. Please ensure you have 2 - 3 consecutive blank pages in your passport when you travel.

Dual Citizenship passport holders must carry both valid passports when travelling abroad. It is a Home Affairs regulation that Namibian Passport holders must use their valid Namibian passport when leaving Namibia and

when re-entering Namibia. Your foreign passport may only be used to enter and depart your country of destination, unless you have permanent residence for Namibia in your foreign passport

#### **VISAS**

Visas are required by Namibian passport holders to most destinations. Transit visas may also be required when transiting through one country en-route to another one. If transiting 2 Schengen countries, you will require a Schengen visa.

Please ensure all the necessary visa requirements have been met for all countries you are travelling to OR through.

Please ensure you allow enough time for all visa applications as the processing time varies according to each embassy.

The issuance of a visa does not guarantee entry into that country.

Your XL THE TRAVEL PROFESSIONALS (PTY) LTD consultant can advise you of Visa requirements to assist with your visa application/s if you so wish .

All visa applications must be prepaid, prior to submission, based on a quoted price. This price may change depending on the full and final cost charged by the embassy at the time of submission. Any additional amounts will need to be settled prior to passports being handed over.

Some countries require you to apply in person for their visa and therefore you may not be able to utilise a Visa supplier/or our office for those applications.

#### **VISA ASSISTANCE**

The client understand that it is clients responsibility to obtain all required documentation for the Visa/s and to complete all the application forms in sufficient time to allow for the timeous processing of the visa application/s. XL THE TRAVEL PROFESSIONALS (PTY) LTD may, use a Visa supplier for assistance in acquiring the visa/s, however XL THE TRAVEL PROFESSIONALS (PTY) LTD accepts no further responsibility for the processing of my/our visa.

The client understand that the Visa service providers will charge a fee for their services, the visa cost and any other fees applicable for the application and I will pay this fee to XL THE TRAVEL PROFESSIONALS (PTY) LTD on submission of my documentation. XL THE TRAVEL PROFESSIONALS (PTY) LTD will pay the Visa supplier on your behalf. The client understand that it is their own responsibility to ensure, once the passports are returned to see that the visas issued are valid in respect of

the itinerary and that all dates and entry points are correct. The client understands that the payment of the visa fee does not guarantee a visa will be approved as this is subject to the relevant Embassies approval process. The client understands that the Visa suppliers are not XL THE TRAVEL PROFESSIONALS (PTY) LTD agents, employees, sub-contractors or nominees and therefore cannot be held responsible for their actions, omissions or errors

The Client is responsible for obtaining any necessary visas and travel permits for all countries that the Client will be travelling to or transiting through, and for informing him/herself as to which countries/areas within countries require visas and/or special permits. Visa and entry requirements may vary depending on the Client's nationality, the length of stay, and the purpose of the visit, among other factors. Visa information and visas can be obtained by contacting the Consulate or Embassy of the countries involved or from a visa service company.

It is entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time and that the Client's passport will be valid for six months to one year after the Client's return to his/her home country and contains sufficient blank pages (for visa issuance) and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained.

The Client is to check the requirements with the Company and/or the Client's Travel Consultant before travelling. The Client acknowledges that any advice given by a Travel Consultant should not be interpreted as legal advice concerning visas, entry requirements, immigration, or residency.

The Company will endeavour to assist the Client but such assistance will be at the Company's discretion and the Client acknowledges that in doing so, the Company is not assuming any obligation or liability and the Client indemnifies the Company against any consequences of non-compliance.

It is specifically noted that the Company cannot be held responsible for: Denial of the Client's visa application for any reason; Delay of issuance of the Client's visa by the relevant consulate or High Commission; Loss of the Client's passport(s) by the consular offices and/or courier; Change in visa costs and requirements; Financial losses incurred as a result of a visa application being denied; Passport application delays; incorrect issuance of passport or visa.

#### **COMPLAINTS**

In the event that you have any reason to complain, or experience any problems with your travel bookings whilst away, you must immediately inform the applicable service provider/supplier of the services in question, whilst traveling.

If you are still dissatisfied, you must notify XL THE TRAVEL PROFESSIONALS (PTY) immediately to enable us to resolve the problem. Failure to give us the opportunity to resolve any problem at the time it occurs may result in either a reduction, or complete extinction, of any rights which you may have to claim compensation.

If you remain dissatisfied, contact the XL THE TRAVEL PROFESSIONALS (PTY) LTD manager within 10 days of the unsatisfactory service, giving your booking reference and full details of your complaint in writing to our office.

Whilst every effort will be made to resolve your complaint to your satisfaction, it is specifically recorded that XL THE TRAVEL PROFESSIONALS (PTY) LTD in no way accepts liability for any claim for any amount.

#### **QUOTATION PRICES AND WEBSITE PRICING TERMS & CONDITIONS**

All prices quoted or shown on our website or elsewhere are always subject to change without notice. All prices are also always subject to availability at time of reservation and until such time that full and final payment is received. Prices shown are generally per person, in a twin sharing room, already include discounts and are subject to rate of exchange changes. Offers on any advertising including website and social media are based on specific travel dates and prices may vary depending on your chosen travel dates. Inclusions are only those indicated, and costs of visa, travel insurance and all other services not indicated is at additional cost. Pre-Payable taxes/airport taxes are correct at time of quotation/confirmation but can change without notice. If additional stops are taken en-route taxes may increase. E&EO

#### **FORCE MAJEURE**

For the purpose of these Terms and Conditions, a force majeure event means circumstances beyond the reasonable control of XL The Travel Professionals (PTY) LTD or any Supplier, affecting XL The Travel Professionals (PTY) LTD ability to perform any of its obligations under these Terms and Conditions, including, but not necessarily be limited to, any of the following matters:

Strikes, terrorism, war, invasion, act of foreign enemy, hostilities or warlike

operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, epidemic/pandemic outbreak, confiscation or destruction or requisition by order of any government or any public authority or any other Act of State, including prevention or denial of trade, sanctions or closure of borders;

Denial of the use or unavailability of any railway, port, airport, shipping service or other means of public transport, other than due to default on the part of Travel Professionals (PTY) LTD; and

Any other circumstances beyond the reasonable control and not within the reasonable expectation of Travel Professionals (PTY) LTD

If Travel Professionals (PTY) LTD is prevented from or delayed in performing any of its obligations by circumstances beyond Travel Professionals (PTY) LTD or the Supplier's control as set out, then it will notify the Customer or Traveller in writing (insofar as it is aware thereof) of the nature and expected duration of such circumstances and of the obligation, performance of which is delayed or prevented.

Travel Professionals (PTY) LTD will, upon the occurring of the force majeure event, be excused from the performance or punctual performance, as the case may be, of its obligations, for so long as the circumstances or prevention or delay may continue.

#### **LAW AND JURISDICTION**

This agreement is governed by Namibian Law and is subject to Namibian jurisdiction.

#### **PROTECTION OF PERSONAL INFORMATION**

PERMISSION TO USE YOUR PERSONAL INFORMATION By agreeing to these Terms and Conditions the Client hereby voluntarily authorises the Company to process the Clients personal information (including name, credit card & banking details, physical address, telephone numbers & any other information provided to the Company). Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information. This consent is effective immediately and will endure until the relationship between the Client and the Company has been terminated.

PROTECTING YOUR SPECIAL PERSONAL INFORMATION By agreeing to the terms of this Agreement the Client expressly consents to the processing of special personal information by the Company.

YOUR RIGHTS IN TERMS OF THIS CONSENT It shall remain the Clients obligation to update their personal information and special personal information as defined in the Protection of Personal Information Act, 4 of 2013.

#### **TRANS-BORDER FLOW OF INFORMATION**

The Client hereby expressly consents to the processing of its personal information by way of the trans-border flow of information. This will occur where personal information has to be sent to service providers outside of Namibia for storage or further processing processes on the Client's behalf.

You hereby authorise XL The Travel Professionals (PTY)LTD to collect your Personal Information as it is relevant to this Agreement and/or service which we are providing for you or is deemed to be relevant for the provision of such service.

XL The Travel Professionals (PTY) LTD is committed to the adherence of national legislation and regulations pertaining to the safeguarding of data privacy.

XL The Travel Professionals (PTY)LTD shall use information previously provided by you to perform our services and to amongst other things, process invoices, credit notes, statements and any other document related to the services.

You confirm that we may share your personal information with the following persons, who have an obligation to keep the personal information secure and confidential:

1. Employees of XL The Travel Professionals (PTY) LTD who are required to be informed of the personal information in order to attend to the services supplied and;
2. All third parties who may assist us in supplying the services.
5. We undertake not to disclose your personal information unless it is legally or contractually required to do so.
6. We agree to use all reasonable efforts to ensure your personal information in our possession is kept confidential, stored in a secure manner and processed in terms of Protection of Personal Information
7. You hereby acknowledge and warrant that:
  1. XL The Travel Professionals (PTY) LTD is entitled to process and store any such Personal Information in the

manner set out in XL The Travel Professionals Privacy Policy, available on the website <https://www.xltravelproholiday.com/privacy-policy>;

XL The Travel Professionals (PTY)LTD is entitled and authorised by you to transfer any Personal Information to any of its Operators/Suppliers; and  
3. XL The Travel Professionals is entitled to store and back-up your Personal Information on its servers.  
8. You confirm that you have read and agree to XL The Travel Professionals Privacy Policy and hereby provide your consent to the Company to process your personal information and acknowledge that you understand the purpose for which it is required and for which it will be used.