



EPIC Tourism Standard Terms & Conditions

All services rendered by or on behalf of **EPIC Tourism** (herein also referred to as “The Travel Agency” or “The Agency”) to the Client/s are subject to the terms and conditions set out below.

The Client and Authority

Any person(s) wishing to utilize the services, indicates their acceptance of these Terms and Conditions by signature of this document to proceed with the booking. Upon doing so, such person is **DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED** these terms and Conditions and to have the authority to do so on behalf of the person/Company in whose name the ultimate reservation or booking is made (collectively referred to as ‘the Client(s)').

Please be advised that unless requested otherwise upon making the reservation, The Travel Agency is authorized to engage with any Passenger listed in a booking, in as long as that Passenger can provide the reference number for the booking. The Travel Agency accepts no responsibility for any changes made by any of the listed Passengers in a booking.

Third Party Service Providers

The Travel Agency provides Clients with the services either itself or acting on behalf of Principals engaged in or associated with the travel and/or accommodation industries, such as airlines, hotels and/or other service providers or suppliers (collectively referred to as ‘the principal’). The Travel Agency represents the Principal as agents only **AND ACCORDINGLY ACCEPTS NO LIABILITY** for any loss, damage (including loss of profits or consequential or special damages), injury, illness, harm or death (except if such loss or damage arises from the gross negligence or willful misconduct of The travel agency or any person acting for or controlled by the travel agency), which any Client may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise.

Covid-19 Disclaimer

By proceeding to book You agree and accept the Terms and Conditions of EPIC Tourism, it’s Website and it’s Travel Partners. You further acknowledge that the travel agency operates as a reseller of flights and services and all content that appears on our website or is quoted to you is sourced from a GDS (Global Distribution Service) or from the Airline Directly via an Application Programming Interface (API) or from International Suppliers. Whilst every effort is made to ensure that systems are updated to consider any travel restrictions that may exist at the time of booking, it may be possible that there is a delay in booking systems in updating to accommodate all travel restrictions that may be imposed. By booking the selected flight with us, you confirm that you have checked that there are no travel restrictions, in both your country of departure, transit and arrival, that may affect your booking and that you have satisfied yourself on behalf of all travelers in your booking that you can proceed with the booking. Please also check the entry requirements of your destination country as a quarantine period or testing might be a requirement when flying into or from South Africa. Please note that should you fail to adhere to these regulations, and such failure results in a loss in respect of the booking, we shall not be liable for such loss.

The Travel Agency will not be liable for any loss or damage directly or indirectly caused by COVID-19, and shall not be liable for any damage, losses and expenses suffered because of sickness, quarantine, weather conditions, or any other cause outside our control. EPIC Tourism cannot be held liable for any operational changes, cancellations or consequential damages incurred by you, or any passenger in the booking, in the event that flights are not able to operate as planned, including any disruptions, cancellations or changes to planned schedules. Please note that in the event that a flight is disrupted or cancelled due to travel restrictions being imposed, that each airline and supplier will have their own policy in this regard, which will apply to your booking.

Quotes & Price Changes

The costs associated with travel arrangements are subject to currency fluctuations, taxes, and necessary surcharges. It is impossible to predict these movements in advance.

- a. When you book travel arrangements through us, we reserve the right to pass on any fluctuations and surcharges to you. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel and security charges, taxes, or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates applied to the travel arrangements.
- b. Peak season surcharges and block out dates may apply.
- c. Airfares are subject to the price and conditions quoted by the airlines. However, once Payment has been received, the Quote is guaranteed, **PROVIDED THAT** the payment was made by midnight on the day that the Booking was made or otherwise indicated by The Agency.
- d. Please be aware that Third Party Service Providers such as Airlines may charge extra for certain items such as: seating, special meal requests or printing boarding passes. This is subject to change without notice to you. By agreeing to these terms and conditions upon making your booking you agree to accept this condition.
- e. Should the client make a group reservation and subsequently the group numbers deviate from the minimum number required for the booking, EPIC Tourism reserves the right to re-cost the price and raise a surcharge. Should any client refuse to accept and pay such surcharge, it may result in cancellation of the booking.

Service Fee

These fees cover the costs incurred by the travel agency in booking and servicing your travel reservation. We also reserve the right to charge an additional service fee for any additional services rendered, such as amendments to bookings, refund, and cancellation requests. Service fees vary depending on the number of Passengers in a booking, the service provider or the destination and the service being provided. Service fees are non-refundable.

Bookings

Bookings can only be confirmed on condition the agency is in receipt of payment of the stipulated amount by the stipulated date as mentioned on the respective invoice. The Agency may accept under certain circumstances a deposit amount for particular travel arrangements. The balance of the cost of such travel arrangements must be paid no less than six weeks prior to departure on condition that the travel arrangements have not been affected by currency fluctuations and taxes etc.

Please note: **FAILURE TO PAY ON TIME WILL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING**

Methods of Payment

EFT Transfers: We accept EFT transfers into our bank account subject to condition that proof of payment or transfer is provided to ourselves, and such payment has been confirmed as received by ourselves.

Insurance

It is **STRONGLY ADVISED** that all Clients take out adequate insurance in order to cover instances such as cancellation due to illness or injury, personal accident and personal liability, worldwide epidemics, or pandemics such as SARS, Coronavirus, etc., loss of/or damage to baggage and sports equipment (note that this is not an exhaustive list). EPIC Tourism will **NOT BE RESPONSIBLE OR LIABLE** if the Client fails to take adequate insurance cover. Should the insurers dispute their liability for any reason; the client will have recourse against the insurers only. All claims will be done directly with the Insurer and EPIC Tourism can and will not be responsible for any claims. Please note that various Medical Aid companies and banks offer limited levels of travel insurance, which EPIC Tourism does not consider sufficient cover for international travel.

Kindly check with the respective companies in order to obtain specific details of the cover as this is your responsibility.

Flight and Other Travel Timings

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of passengers to check-in on time. There is no guarantee that flights, ferries, ships, trains, or coaches will depart at the times stated in any itinerary or tickets which you receive. All timings are estimates only, and we do not accept any liability for any delay, however arising, or for any schedule alterations.

Flight Reconfirmation

It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys once leaving South Africa and EPIC Tourism hereby specifically excludes any liability for any delay and/or loss as a result of your failure to reconfirm any flight.

Documents

Documents (vouchers, itineraries, etc.) are only prepared on receipt of full payment of your travel arrangements, and the signed and completed Terms & Conditions and whatever other necessary documents are required for your travel and will be ready at least 2 weeks prior to departure save for late bookings and visas. These are forwarded to the traveler via email.

Should you require hard copies of your documents and air tickets to be forwarded to either yourself or the departure airport this may be arranged by you with us.

However, the courier costs in respect thereof will be for your own account.

It is important that you check all details of your travel documents (including your itinerary) on receipt thereof and prior to departure. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact your travel consultant immediately. EPIC Tourism will not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof and have departed on your travel.

Unscheduled Delays or Extensions

In the unlikely event of there being an unscheduled delay or extension to your travel arrangements caused by flight delays, bad weather, strikes, isolation or quarantine requirements or any other cause which is beyond the control of EPIC Tourism, it is understood that the expenses relating to these unscheduled delays or extensions, (hotel accommodation, airline costs, car hire, transfers, etc.), will be for your own account. EPIC Tourism accepts no liability for changes, omissions, or delays before or during the course of your travel arrangements occasioned by technical difficulties, weather conditions, strikes, pandemics or communication breakdowns or the like.

Our Right to Change Your Travel Arrangements

Every effort is made by EPIC Tourism to adhere to confirmed itineraries; however, we reserve the right to make changes to travel arrangements or itineraries or third-party suppliers should it become necessary to do so.

Amendments

If you wish to make a change to your booking, we will endeavor to assist you to make the changes wherever this is possible. Note that an amendment fee will be charged as well as whatever extra costs incurred as a result of the changes. Confirmation of the changes will only be made once we have received payment of the requested amendments.

After departure it is understood that extra expenses incurred as a result of any change will be for the passenger's account, and any unused service will not be refunded.

Cancellation Requests

If you wish to cancel your booking you must advise your consultant immediately in writing. Please note that you will be liable to pay the following cancellation charges, including but not limited to:

- a. Where your booking includes a special fare, the airline levies the relevant charges. In some circumstances this may be 100% of the total fare, regardless of when cancellation is affected.
- b. Where your booking is for a package, you will be responsible for all cancellation charges relating to the various components, of whatsoever nature, imposed by the suppliers providing the component forms part of such travel arrangements.
- c. EPIC Tourism charges a minimum cancellation fee equal to 10% of the package price on any finalized booking. This would be in addition to any charges raised by the suppliers. However, EPIC Tourism reserves the right to charge an appropriate cancellation fee in its sole discretion, in particular circumstances. Any monies, which you have already paid to us, will be taken by us as payment or part payment of any cancellation charges.

Refunds

Refunds by the Principals will be subject to their respective terms and conditions. EPIC Tourism will charge a fee for processing a request for refund. Principals may charge refund fees above those stated here. Some air tickets are completely non-refundable according to airline fare rules. Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, airline default or government travel warnings will not entitle you 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. If tickets can be refunded, cancellation penalties are imposed by the airline. Trip cancellation and interruption insurance are therefore highly recommended. For the best coverage, **travel insurance should be purchased at the same time as the airline tickets.**

Clients request for refunds will only be accepted in writing. Refunds will be requested from respective Principals and the final refund amount will only be established once all refund amounts are received by The Agency, considering all local and international bank charges and currency fluctuations. The refund process can take anything between 3 (three) to 6 (six) months.

Complaints

Should you experience any problems with your holiday whilst away, you must immediately inform EPIC Tourism and/or the supplier of the services in question. If you are still dissatisfied, you must notify EPIC Tourism immediately to enable us to resolve the problem. Failure to do so may impede EPIC Tourism's ability to be able to assist in this regard.

Passports, Visas and Health

It is entirely the client's duty to ensure that all passports and visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g., for malaria) and the like, and proof thereof where required, have been obtained. Passports must be valid for 6 months after return to South Africa. Please check the requirements with your travel consultant before travelling.

EPIC Tourism will not assume any obligation or liability and the client indemnifies EPIC Tourism against any consequences of non-compliance. It is the client's duty to familiarize him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements. The client must ensure that the details supplied to EPIC Tourism mirror those details shown on their passport for international travel and ID documents for local travel.

Medical Problems: If you or any member of your party/family member has any medical problem or disability which may affect your holiday, you need to give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation. We reserve the right to cancel the reservation should we become aware of any such medical problem or disability which has not been disclosed.

General Information

- a. **Taxes:** EPIC Tourism will advise you of all mandatory taxes, which you must pay before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when you reconfirm your flight details.
- b. **Special requests:** We can pass on any special requests that you may wish to make at the time of booking, but acceptance of such requests is at the discretion of the airline or other supplier and in no circumstances are special requests guaranteed. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your confirmation invoice or any other documentation, is not confirmation that the request will be met.
- c. **Renovations:** Hotels undergo renovations from time to time and take all possible steps to limit disruption to their guests. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work, dates may be provided. It is important to remember that these are subject to change, and we are not always notified.
- d. **Charges to your credit card:** Any charges made to your credit card whilst away are your responsibility. EPIC Tourism will not be responsible, nor accept responsibility for having these charges reversed or corrected upon return to South Africa.
- e. **Driver's License:** Even if you have obtained an international drivers' license, please take your national driver's license with you.
- f. **Confidentiality:** Subject to statutory constraints or compliance with an order of court, EPIC Tourism undertakes to deal with all client information of a personal nature on a strictly confidential basis.

Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage or loss, as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may also include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, pandemics, and epidemics such as SARS, Coronavirus and the like, fire and all similar events outside our control.

Responsibility and Limitation of Liability

EPIC Tourism makes every effort to ensure that all the arrangements and services connected with a passenger's itinerary will be carried out as specified in the most efficient and effective way possible. However, we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for errors and omissions of such suppliers. The contract in use by such suppliers (which is often constituted by the ticket issued by the Principal) or their respective terms and conditions, shall constitute the sole contract between the supplier and the client and any right of recourse the client may have, will be solely against the supplier.

Jurisdiction of the Magistrate's Court

EPIC Tourism shall be entitled, at its option to institute any legal proceedings arising out of or in connection with this contract in any Magistrate's Court having jurisdiction in terms of Section 29 of the Magistrate's Court Act No 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

Legal

This document together with EPIC Tourism's standard quotation, booking form and invoice / itinerary constitutes the sole record of the agreement between the parties. No party shall be bound by any representation, warranty, and promise of the like not recorded herein. Client acknowledges that he/she has not relied on any matter or thing stated on behalf of EPIC Tourism or otherwise that is not included herein. No addition to the EPIC Tourism's Standard Terms and Conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties. All costs and disbursements, including legal costs on the attorney and own client scale incurred by EPIC Tourism in recovering any damages and payments payable by the Client to EPIC Tourism shall be for the Client's account. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.

Visuals

Any visual, whether it be a video, a photograph, or an illustration, used by EPIC Tourism are copyrighted and are therefore not to be used or replicated in anyway without prior consent by us or the supplier. Visuals reflected on any of our marketing materials or otherwise are a representation only as some images have been enhanced for effect.

Social Media

You agree that your use of our social media pages which include but are not limited to Facebook pages, Instagram, Twitter, will not be defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasive of anyone's privacy, or otherwise contain objectionable comments and/or content. We do not tolerate any form of discrimination on grounds of race, sex, religion, nationality, disability, religion or belief, sexual orientation, or age.

We reserve the right to remove any comment, thread, or content without prior warning to you. We also reserve the right to bring legal proceedings against any individual for a breach of these rules or law generally or take such other action as we reasonably deem appropriate.

Protection of Personal Information

By signing our Booking Form, you authorize EPIC Tourism to collect your Personal Information as it is deemed relevant for us to provide you with your Travel requirements. The Agency is committed to the adherence of national legislation and regulations pertaining to the safeguarding of data privacy and shall use information provided by you to perform our services.

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

1. Employees of EPIC Tourism who are required to be informed of the personal information in order to attend to your travel requirements.
2. All third-party suppliers that are providing any service related to the booking

We undertake not to disclose your personal information unless it is legally or contractually required to do so. 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 POPI.

You therefore acknowledge and warrant that:

- EPIC Tourism is entitled to process and store any such Personal Information in the manner set out in EPIC Tourism Privacy Policy.
- EPIC Tourism is entitled and authorized by you to transfer any Personal Information to Suppliers, relevant to your booking or enquiry.
- EPIC Tourism is entitled to store and back-up your Personal Information on its servers