

Booking Terms and Conditions

My Holiday Homes (herein after referred to as MyHH), book your accommodation or other service as an agent. Your contract will be with your accommodation owner or service provider (referred to as principal from now on) and these booking conditions set out the basis of your contract with the principal and MyHH.

1. Price changes

- The costs associated with your travel quotations and bookings are not always stable. Currency conversions and principal prices are subject to change and so your quote or booking price/s may change without any prior notice. When the client makes a booking, MyHH reserves the right to pass on any surcharges and/or changes to the client until such time as full payment has been made and appears as cleared funds in the designated My Holiday Home's bank account.
- The onus is on the client to ascertain whether there have been any changes in these prices before making final payment thereof.
- Should the client make a group reservation and subsequently the group numbers deviate from the minimum number required for the booking, MyHH reserves the right to re-cost the price and raise a surcharge. Should the client refuse to accept and pay such surcharge, it may result in cancellation of the booking and forfeiture of all payments made.

2. Insurance

It is strongly advised that all clients take out adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. MyHH will not be responsible or liable if the client fails to take adequate insurance cover or at all. Should the client's insurers dispute their liability, the client will have recourse against the insurers only. Various credit card companies offer limited levels of travel insurance, which MyHH does not necessarily consider sufficient cover for international travel. The client must liaise with the respective credit card companies in order to obtain specific details of insurance coverage.

3. 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, where required, have been obtained. Passports must be valid for 6 months after return to South Africa. The client should check the requirements with the travel agent before travelling. MyHH may assist the client but such assistance will be at My Holiday Home's discretion and the client acknowledges that in

physical condition required for the proposed travel arrangements. The client must ensure that the details supplied to MyHH mirror those details shown on his/her passport for international travel and ID documents for local travel.

4. Itinerary and travel documents

The client must check all details of the travel itinerary before making full payment. A signed and dated itinerary must accompany these signed terms and conditions together with full payment (cleared funds) before the booking can be finalised and travel documents can be issued. Should any of the passenger information and/or reservation details on the itinerary be incorrect then MyHH shall not be held liable. Any changes and/or cancellations usually incur costs and the client shall be liable for all such costs and/or cancellations. Similarly it is the client's responsibility to check that all relevant travel documents has been received and that all travel documents are correct. MyHH shall not be held liable for any damage and/or loss due incomplete and/or inaccurate travel documents.

5. 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 clients to check-in on time. MyHH does not guarantee that flights, ferries, ships, trains, coaches or transfers will depart at the times stated on any itinerary or tickets. All timings are accurate at the time of booking confirmation and MyHH shall not be held liable for the change in service offered or carried out by the principal.

6. Flight Reconfirmation

It is the client's responsibility to reconfirm the departure date and times of all flights at least 72 hours prior to anticipated departure. This is particularly important in respect of subsequent journeys once leaving South Africa. MyHH shall not be liable for any delay and/or loss as a result of the client's failure to reconfirm any flight and/or connecting flight.

7. Unscheduled Extensions

In the event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes, change in principal service and/or any other cause which is beyond the control of MyHH, it is understood that the expenses relating to these unscheduled changes or extensions, (hotel accommodation etc), will be for the account of the client and/or related service provider. MyHH accepts no liability for changes, omissions or delays before or during the course of any holiday occasioned by technical

difficulties, weather conditions, strikes or communication breakdowns or the like.

8. Changes

If the client wishes to make a change to the booking MyHH will endeavour to assist making the change.

The client will however be responsible for the payment of all charges, whatever kind, imposed by the principal and MyHH. Fares will be re-quoted at the time of amendment.

It is important to note that many airfares and other travel services are not changeable and so amendments will constitute a new reservation at a new price whilst, in these situations, no refund will be applicable for the original air ticket/s and/or travel services

9. Cancellation

If the client cancels the booking for whatsoever reason the client will forfeit all bookings fees and/or commissions related to the booking. MyHH reserves the right to hold the client responsible for any costs and charges that may have been incurred by MyHH prior to having been notified of cancellation of the booking.

- Please note that many airline tickets and travel services are non-refundable and so incur a 100% cancellation fee.
- In the event of client cancellation, MyHH will establish the principal cancellation fee and assist the client in applying for any due refund. The refund policy and time is determined by the principal and in some cases refunds can take up to 12 weeks to be processed, as is the case with most airlines. MyHH shall not be held liable for any delay and/or failure by the principal to process and pay any due refunds.

10. Changes or cancellations by the principal

- All travel principals and service providers, eg: airlines or transfer companies, reserve the right to make schedule and or service changes and in such an event MyHH undertakes to advise the client thereof as soon as reasonably possible.
- Should any travel component be confirmed by MyHH and this component be cancelled by the principal for whatsoever reason, then in such instances MyHH can accept no liability for the cancellation thereof.
- MyHH will in such instances afford the client assistance in receiving alternative services and/or compensation for changes and/or cancellations from the principal but can make no guarantee that the principal will provide these.

11. Lost/Stolen Flight Tickets

- The loss or theft of a ticket must be reported to MyHH and/or the principal as soon as possible. Certain airlines will not authorise MyHH to issue a replacement ticket if such ticket is lost or stolen before the client leaves South Africa. In the latter instance the client will be required to purchase a new ticket, at own cost, until such time as MyHH receives any due refund from the airline in order to make any due refund payment to the client, (which authority could take up to 12 months). Should the airline authorise MyHH to issue a replacement ticket, MyHH will be entitled to charge a re-issue fee.
- Should the client's ticket be lost or stolen abroad it should be noted that certain airlines will not issue a duplicate ticket and it will be the client's responsibility to purchase a new ticket abroad at the local fare. Upon return to South Africa the client may make application to MyHH for a refund of the amount spent on the lost or stolen ticket, but it is specifically recorded that any refund will be entirely at the discretion of the airline concerned (which may take up to 12 months to authorise).
- It is the client's responsibility to report the lost or stolen ticket to the authorities concerned and to provide MyHH with the proof of such report, if required
- In the event of an electronic ticket being issued, the client must at all times retain the reference number appearing thereon in order to re-issue a ticket in the event that the original document is lost.

12. Complaints

- In the event that the client has any reason to complain, or experience any problems, the client must immediately inform the supplier of the services in question.
- If the client still remains dissatisfied, MyHH must be notified immediately and MyHH will endeavour to resolve the problem.
- Whilst every reasonable effort will be made to resolve a complaint to the client's satisfaction, it is specifically recorded that MyHH will not in any manner be held liable for any claim that may arise in pursuance thereof.
- It must be noted that MyHH is an agent who endeavours to represent travel product that MyHH believes to be of a sufficiently high standard but MyHH cannot be held responsible for any principal or supplier products.

13. Product Information

Product information is based on information collected from accommodation providers and suppliers worldwide. Reasonable care has been taken to ensure that the content is correct but it is subject to amendment at any time without notice. All content is published in good faith. The client acknowledges that MyHH is not in a position to verify the accuracy of all information provided by suppliers. The client accepts all risks associated with information provided to MyHH that may be inaccurate.

There are widely varying standards in different countries in terms of electrical fittings, plumbing, ventilation, decoration and building requirements. Many properties have septic tanks and not mains sewerage, and occasionally an odour may be noticeable. Houses sometimes have steep and open staircases and some do not have banisters. It is possible for there to be bare electrical wires and sometimes lights do not have lampshades. Furniture may be older, the décor may not be to your taste and mattresses may not be as comfortable as your own. Many houses in Europe are shut up during the winter months and therefore may appear musty on arrival. If your property is particularly old or rustic be prepared for possible patches of damp or cracks in the plaster. Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of South Africa. The monitoring, enforcement and compliance with such regulations and standards is the responsibility of the specific authorities and the supplier of the services concerned. Clients must take all reasonable precautions to protect themselves whilst on holiday. In certain respects, another country's safety standards may be lower than those in South Africa. In some properties, particularly in Europe, you will be expected to provide basics such as toilet rolls, cleaning materials, cooking basics, bin liners, etc. Remember that you are staying in someone's private property. Please treat the accommodation and its furnishings and fittings with care.

14. Damages and security deposit waiver charge

You are recommended to have personal insurance that covers you for accidental damage and personal liability. You may be required to check and sign an inventory on your arrival at the property. If at this time you discover that anything is missing or damaged then this must be reported to the owner/keyholder immediately otherwise it will be presumed that the damage/loss was caused by yourselves and a charge will be made. In the event of any damage, breakages, losses, additional cleaning or other costs including supplements for any additional guests not previously notified to us, charges may be made by the owner/keyholder on site or by ourselves. MyHH and the Owner reserve the right to pursue you for any costs relating to a property

left excessively dirty, and any breakages or damage to the material structure of the property. Some bookings will be subject to a non-refundable security deposit waiver charge and/or breakage deposit. All details are provided on your confirmation invoice. This security deposit waiver charge provides cover for the cost of any minor damage and/or breakages caused by you in, at or to the property and is payable to us or to the owner/keyholder on arrival as specified on the travel documents. If the security deposit waiver charge is not sufficient to cover the cost of any breakages and/or damage caused, you will be responsible for full payment of any additional charges, costs and/or losses incurred on request. If you have not caused any damage and/or breakages as described above, the security deposit will be returned to you in full within 4 weeks of your return.

15. Check-in and Check-out

You must arrive at your property between 2pm and 8pm (In France between 4pm and 8pm), and depart by 10am. If you arrive later than 8pm you may not be able to access your property and will have to make alternative accommodation arrangements until the following day. You are responsible for any resulting cost. It is imperative that you contact the keyholder at least 24 hours beforehand to make alternative arrangements.

On departure, clients are expected to remove all their personal items including all foodstuffs, empty fridges/freezers, empty all bins, empty dishwasher and filter, flush toilets. If no final cleaning is included then clients are expected to wash up and put away all used kitchen equipment, return all items to their original positions, wipe surfaces, sweep floors and dispose of all household rubbish at the designated disposal point. The property must be left as clean as you would expect to find it. Failure to do so will incur costs to you. You must leave enough time at the end of your stay for the owner/keyholder to conduct an inspection of the property in your presence. If you do not allow this and any damage, breakages, losses, etc. are found after your departure it will be presumed that these have been caused by you and you will be charged.

16. Star Ratings / Grading

Hotel's star ratings are used to symbolise the over quality, level of service, food standard and range of facilities available in any given property. The criteria applied within each country will vary depending on the specific requirements established by the relevant issuing body where such a body exists, since some countries do not use star ratings for official categorisation of accommodation. Descriptions and ratings of hotels do not, in any manner, constitute a guarantee, warranty or representation and is only provided for information purposes.

17. General

- Taxes: MyHH will advise the client of all mandatory taxes, which the client must pay before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommended that the client retains sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when reconfirming flight details.
- Medical Problems: Clients must ensure that all facilities offered are able to cater for any requirements from a medical / disability point of view and to make direct arrangements with the airline or the service provider concerned in order to cater for the needs of the client.
- Renovations: Holiday Homes and Hotels undergo renovations from time to time and usually take all possible steps to inform and limit disruption to their guests. MyHH will not entertain complaints or requests for refunds if a holiday home or hotel is carrying out renovations whilst guests are resident. If MyHH is specifically advised of renovation work, it may provide the client with the relevant dates. It is acknowledged that MyHH is not always notified by holiday home and hotel operators.
- Charges to the client's credit card: Any charges made to the client's credit card, whilst away, remains the client's responsibility. MyHH will not be

responsible, nor accept responsibility for having these charges reversed or corrected.

- Drivers Licence: Even if the client has obtained an international drivers licence, the client should take his/her national driver's licence with him/her.
- Confidentiality: Subject to statutory constraints or compliance with an order of court, MyHH undertakes to deal with all client information of a personal nature on a strictly confidential basis.

18. Force Majeure

MyHH will not, in any manner, be liable where the performance of obligations is prevented or affected as a result of "force majeure". In these Booking Conditions, "force majeure" means any events outside My Holiday Home's control that 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, fire and all similar events.

19. Limitation of Liability

MyHH shall not be liable for any loss, damage, injury (including death), accident, delay, loss of or damage to property or any other irregularity, howsoever arising suffered by a client or any other person making use of the services offered by MyHH, inclusive of consequential or incidental loss or damage or claims that may arise from acts or omissions of suppliers. The contract in use by such suppliers (which is often constituted by the ticket issued), 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. Notwithstanding any other provision to the contrary herein contained, the maximum liability of Computicket by way of damages or other forms of compensation which may be awarded by any court of law or on arbitration will be limited to the total cost of the holiday or travel package that is payable by the client.

20. Legal

This document together with My Holiday Home's invoice / receipt / 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.

The client acknowledges that he/she has not relied on any matter or thing stated on behalf of MyHH or otherwise that is not included herein. All costs and disbursements, including legal costs (on attorney and client scale) incurred by MyHH in recovering any damages and payments due by the client 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

21. The Client and Authority

I, the person requesting quotations or making a booking on behalf of the traveller, have read and accepted the Booking Conditions and have the authority to do so on behalf of the traveller.

Signed by (please print full name).....

Signature.....

Date



Docsmartz

This PDF file is Created by trial version of DocSmartz PDF Creator. Please use purchased version to remove this message