

BELAFRIQUE: BOOKING TERMS AND CONDITIONS

The legal stuff for your information

PLEASE CAREFULLY READ AND TAKE NOTE OF ALL INFORMATION LISTED BELOW AS IT IS RELEVANT TO OUT PROPOSAL

1. INTRODUCTION

- 1.1. Sugarberry Trading 351 cc trading as BELAFRIQUE, registration number 2009/213859/23, (**"BELAFRIQUE", "we", "us", "our"**), a company incorporated under the laws of the Republic of South Africa, is a travel company that specialises in bespoke, tailor-made itineraries to Southern and East Africa.
- 1.2. All enquiries and bookings made via our consultants by a customer (**"Customer", "you", or "your"**), whether by phone or by email, are subject to the following terms and conditions (**"the Booking Terms"**).
- 1.3. BELAFRIQUE relies on the authority of the Customer making the booking to act on behalf of any other traveller and/or participant forming part of the booking, who hereby confirms that he/she is authorised to do so, and confirms that all travellers have read and agree to these Booking Terms.
- 1.4. **By making a booking and/or accepting a quotation and/or by using the Service you acknowledge that you have read, understood and agree to be bound by these Booking Terms.**
- 1.5. Please read these Booking Terms carefully – they constitute a fully binding agreement between you and BELAFRIQUE. If you do not agree to these Booking Terms, you are prohibited from booking travel or related services with BELAFRIQUE.
- 1.6. These Booking Terms contain provisions which:
 - 1.6.1. **limit the risk or liability of BELAFRIQUE;**
 - 1.6.2. **create risk or liability for you;**
 - 1.6.3. **compel you to indemnify BELAFRIQUE or a third party; and/or**
 - 1.6.4. **serves as an acknowledgement, by you, of a fact.**
- 1.7. If there is any provision in these Booking Terms that you do not understand, it is your responsibility to ask a BELAFRIQUE representative to explain it to you before you continue with a booking.

2. BELAFRIQUE AND THIRD-PARTY SERVICE PROVIDER SERVICES

- 2.1. BELAFRIQUE acts as an agent or intermediary to arrange the means of transportation, lodging, activities, and other related services from third-party service providers (**"the Service"**). **When you make use of our Service, you acknowledge and agree that third-party service provider(s) are solely responsible for providing you with the travel or service which you have booked.**
- 2.2. By making use of our Service you acknowledge that bookings, tickets, vouchers and other travel related services and documents are subject to the terms and conditions specified by the carriers, hotels and other suppliers (**"Third-Party Service Providers"**).

- 2.3. Your Third-Party Service Providers will be identified on your quote and/or travel documents. **When you accept these Booking Terms, you accept and agree to be bound by the terms and conditions of your Third-Party Service Provider(s), which are available on their websites or which can be obtained by contacting us or them.** To the extent that there is any inconsistency between these Booking Terms and your Third-Party Service Providers terms and conditions, then the Third-Party Service Providers terms and conditions will prevail.

3. BOOKING ENQUIRIES, QUOTATIONS AND PRICES

- 3.1. When we receive a booking enquiry, we will make a provisional booking with the relevant Third-Party Service Provider(s). If your booking is not confirmed within ten (10) days, or as specified in writing by BELAFRIQUE, the provisional booking will be released. It is your responsibility to keep track of deadline dates whether it is concerning the proposal of flight prices validity.
- 3.2. **All prices for bookings advertised by us are subject to availability, and can be withdrawn or varied without notice to you. Advertised prices may be limited to travel within specified dates. We will confirm the correct price with you at the time of payment.**
- 3.3. Prices are subject to change until payment has been secured in full from you.
- 3.4. The Customer accepts and acknowledges that quotations are subject to change in the event of increases that are out of the control of BELAFRIQUE, including but not limited to: fuel cost increases, currency fluctuations, and/or government levies and taxes.
- 3.5. The Customer accepts and acknowledges that quotes for scheduled flights are estimates. Prices quoted can only be guaranteed once full payment for the flight tickets has been made by the Customer and reflects in BELAFRIQUE'S bank account. Once payment has been received by us, we will immediately make the booking and issue the tickets, and in the event that the cost of the ticket has changed in the interim, the difference will be added to the final invoice. All flights booked by BELAFRIQUE will incur a handling fee of 15 Euro.
- 3.6. Services are quoted for, invoiced in and paid for in different currencies, in accordance with the currency used by your Third-Party Service Provider(s). We may provide an estimate of the equivalent quoted price in Euro or United States Dollar. Customers acknowledge that this is for convenience purposes only and is an estimate which will change according to the exchange rate on the day.
- 3.7. In order to make a booking for a service or to submit a booking enquiry, you are required to provide certain personal information to BELAFRIQUE – any personal information processed will be in accordance with the Protection of Personal Information Act 4 of 2013, and in terms of our [Privacy Policy](#).

4. ADDITIONAL SERVICES

- 4.1. Customers who wish to book additional activities and restaurants, must inform us no less than eight (8) weeks prior to travel.

5. ERRORS

- 5.1. BELAFRIQUE will take all reasonable efforts to properly and accurately reflect the description, quality, availability and price of the services offered by Third-Party Service Providers. BELAFRIQUE is under no obligation to honour a misquote and we may correct the pricing at any time prior to full payment being taken. In the event that a pricing correction affects a provisional booking, we will offer you the opportunity to keep your booking at the correct price, or we will cancel your provisional booking without penalty.
- 5.2. For the avoidance of doubt: we will not be required to execute a booking or compensate a Customer for any loss if it should have been clear to the Customer that an error was made by us, or where it should have been clear that it involved a typographical error; or if the consumer should not, under the circumstances, have reasonably relied on the price in question.

6. PAYMENT

- 6.1. In order to secure the booking, a booking fee of 30% of the quoted service cost, plus 100% of the scheduled flights must be paid. The balance of the quoted service cost is payable six (6) weeks prior to the arrival date. If Third-party suppliers terms are more than 6 weeks (often peak season), these will be extended to you.
- 6.2. Your booking will only be confirmed once the booking fee referred to in 6.1 has been paid and the funds have cleared in BELAFRIQUE'S bank account.
- 6.3. We are committed to ensuring you are able to pay for any services booked through us via a secure payment facility. Payment can be made via:
 - 6.3.1. Electronic Funds Transfer (as per the details provided on the invoice supplied by BELAFRIQUE);
 - 6.3.2. Exchange4Free (only available for South African Rand payments).
- 6.4. A surcharge between 3.5 to 4.5 % (depending on card or provider) will apply for all credit card payments.
- 6.5. You warrant that you are fully authorised to use the payment method supplied for purposes of paying for your booking. You also warrant that the payment method has sufficient available funds to cover the cost of the services.
- 6.6. Should the Customer's payment provider reject the payment, the booking will not be processed and will, on written notice to the Customer, be cancelled.
- 6.7. As part of measures taken to prevent fraud, the parties agree that BELAFRIQUE is entitled to transmit information regarding the booking and the Customer's payment method to a third party for verification purposes.
- 6.8. We will communicate with you on your chosen email address. You should be vigilant when using email and should maintain the appropriate level of cyber-security in order to prevent fraud. We will

not be liable for any payment or damages suffered by you arising from a cyber security breach, and you will remain liable to make payment of any amounts due to us for your booking.

- 6.9. In the event you have any queries regarding payment, you may contact us at via the contact us tab on the website, or at isabelle@belafrique.com.

7. TAXES

- 7.1. You will be liable for any additional taxes levied by the relevant country or city being visited (including but not limited to local city tax or departure tax). Some countries may require that this is paid locally, and we suggest that you retain sufficient local currency to meet these charges.

8. TRAVEL DOCUMENT REQUIREMENTS

- 8.1. Travel documents include airline and cruise tickets, hotel vouchers, car hire vouchers, tour vouchers or any other document (whether in electronic form or otherwise) that is used to confirm a booking with a Third-Party Service Provider.

- 8.2. **It is your responsibility to ensure that your names (as per your identity documentation and/or passport), travel dates, times, departure, destination and routings as reflected on your travel documents, are correct.** An incorrect name on a travel document may result in an inability to travel on that booking, and the booking being cancelled. Please carefully review all of your travel documents and advise us immediately should there be any errors.

- 8.3. Travellers will require:

8.3.1. identification for all passengers travelling (including infants and minors). A South African identity document, smart identity card or drivers licence is required for South African nationals flying domestically;

8.3.2. a passport valid for six (3) months after your return, with a minimum of three (3) empty pages, for all international travel / travellers;

8.3.3. applicable visas – it is your responsibility to ensure compliance with the immigration law of all countries visited (including transits, stopovers, port entries, border crossings and ocean border crossings) on your itinerary;

8.3.4. a valid Driver's licence (South African for domestic travel, and international for overseas travel), and a valid credit card are required when renting a car. These must be in the name of the driver and presented when collecting the car;

8.3.5. travel insurance is strongly recommended. BELAFRIQUE will not be held liable for any loss incurred by any guest travelling without insurance;

8.3.6. a consultation with a medical practitioner or travel clinic to establish what precautions and/or vaccinations are required.

8.4. Additional documentation may be required when travelling internationally with minors. It is your responsibility to check the requirements of the country being visited, and to ensure you have the correct documentation.

8.5. **Clause 8.3 serves only as a guideline for our Customers, it is your responsibility to check with your Third-Party Service Provider what documentation is required for all of your travel and activities.**

9. FLIGHT CHECK-IN TIMES

9.1. International check-in time for flights is generally three (3) hours prior to departure, and for domestic flights one (1) hour prior to departure. Additional check-in time guidelines may be given in the itinerary, please check all of these details and ensure prompt arrival.

10. CANCELLATIONS, CHANGES AND POSTPONEMENTS

10.1. All cancellations (Included COVID or similar), changes and postponements must be sent to us, in writing, prior to your departure. **BELAFRIQUE does not accept any liability or costs incurred that may result from cancellations and/or changes.**

10.2. In the event of ANY cancellation (COVID or not), BELAFRIQUE charges a 20% professional fee as an agent/intermediary for the services/consulting already rendered. In the event of postponement, we charge an administration fee of 250 Euro. Decrease of services of the initial booking that has become a postponed booking is charged at a 100% cost and no refund will be made. A booking can only be postponed once. An additional 15% per postponement will be charged as admin fee if the booking postpones more than once.

10.3. **In addition to the fee specified in 10.2, the Customer will be liable for any and all cancellation fees (including date change fees) charged by the Third-Party Service Provider(s), in accordance with their cancellation policy and/or fare rules.** The cancellation fee will be calculated as at the time the written notification to cancellation is received.

10.4. If your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges from your travel insurer, however you will have to make the application directly with your insurer.

10.5. In the event that you are due a refund, you will be responsible for any applicable bank fees. Refunds will only be made to the person named on the invoice (unless agreed to otherwise in writing by all parties).

11. DISCLAIMERS AND IMPORTANT INFORMATION

11.1. **BELAFRIQUE maintains no control over the service, personnel, equipment or operations of any Third-Party Service Provider. We do not undertake to guarantee any specific outcome or experience and the Client uses the Services at his or her own risk.**

12. LIMITATION OF LIABILITY AND INDEMNITY

- 12.1. Whilst BELAFRIQUE endeavors to only recommend reputable and reliable suppliers, we will not be responsible nor held liable for failures of performance from Third-Party Service Providers. Moreover, we will not be held liable in the event of destruction, delay, loss or damage caused by a *force majeure* (act of God) or supervening impossibility. If either party is prevented from or delayed in performing any of its obligations by circumstances beyond their reasonable control, then they must notify the other party in writing of the nature, and expected duration of such circumstances, and of the obligation / performance of which is delayed or prevented. The party subject to the event rendering performance impossible, will be excused from performance or punctual performance, for so long as the circumstances or prevention or delay may continue.
- 12.2. **By offering bookings for travel and other related services and activities, BELAFRIQUE, our directors, employees or agents do not in any way represent or warrant that travel to such destination, participation in such activity, or use of such service is advisable or without risk, and you agree that we will not be liable in any way for any damage, loss, death or injury that may result from your travel to such destination, participation in such activity or use of such service. We (including our directors, employees and agents) will also not be liable for any loss, costs, damage, injury, illness, harm or death which you may suffer or incur as a result of any act or omission on the part of or the failure of the Third-Party Service Provider to fulfil its obligations to you.**
- 12.3. **BELAFRIQUE will not be held liable for any claim or costs, associated with entry into a country or services being denied, due to late arrivals, incorrect visas, insufficient or incorrect supporting documentation, internal security matters, COVID OR SIMILAR, customers or home affairs related matters.**
- 12.4. **BELAFRIQUE will not in any manner whatsoever be liable to the Customer in respect of any claims or losses which may be suffered and/or incurred by the Client arising from or in connection with the Services or in any other way related to this agreement, except to the extent that losses are due to the fraud, wilful default or gross negligence on our part.**
- 12.5. The Customer indemnifies BELAFRIQUE from all liability, claims and expenses, arising from the Customer's (including all persons included on the booking) unlawful conduct.
- 12.6. You agree to indemnify, defend and hold BELAFRIQUE and/or any of its directors, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of these Booking Terms; and/or (ii) your activities and/or conduct in connection with the Services.

13. NOTICES (*DOMICILIUM*)

- 13.1. Any notice or other document to be served under this agreement to a party may be to be served at its address set out below:

13.1.1. The Client's Legal Notices, as per the booking form.

13.1.2. The BELAFRIQUE'S Legal Notices:

Address: 1 Patriot Street, Paarl, Western Cape

E-mail: isabelle@belafrique.com

- 13.2. All notices given in terms of this agreement shall be in writing and any notice given by one party to the other which is sent by e-mail to the addressee's e-mail address shall be deemed to have been received by the addressee on the 1st (first) business day after the date of transmission thereof.
- 13.3. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the parties from the other including by way of e-mail shall be adequate written notice or communication to such party.

14. GENERAL

- 14.1. BELAFRIQUE may revise these Booking Terms at any time without notice. Although we will endeavor to highlight any changes to these Booking Terms, you should revisit the website periodically to make sure you are aware of the most recent terms, because they will be binding on you.
- 14.2. This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa and the parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape, Cape Town, in respect of any proceedings arising out of or in connection with this agreement. The parties agree that this agreement shall, for purposes of jurisdiction, have been concluded at our head office in Cape Town, Western Cape.
- 14.3. Neither party may cede its rights or delegate its obligations under this agreement without the prior written consent of the other party.
- 14.4. These Booking Terms contain the entire agreement between BELAFRIQUE and the Customer in regard to its subject matter. Neither party will be bound by any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this agreement, whether it induced the contract and/or whether it was negligent or not.
- 14.5. No variation, amendment or consensual cancellation of this agreement or any term hereof will be binding or have any force and effect unless reduced to writing and signed by or on behalf of the parties.
- 14.6. Any extension of time or waiver or relaxation of any of the terms of this agreement will be construed as relating strictly to the matter in respect of which it was made or given and will not operate as an *estoppel* against either party in respect of its rights under this agreement. Moreover, no failure by either party to enforce any term of this agreement will constitute a waiver of such term or affect in any way such party's right to require the performance of such term at any time in the future, nor will a waiver of a subsequent breach nullify the effectiveness of the term itself.
- 14.7. If any term or part of any term of this agreement is for any reason whatsoever, including a decision by any court, any legislation or any other requirement having the force of law, declared or becomes unenforceable, invalid or illegal, the remainder of this agreement shall not be affected and the invalid provision or part shall be replaced or amended, so far as it is necessary to maintain the purpose and continuity of this agreement.

- 14.8. The parties acknowledge that they have been free to secure independent legal, tax and other advice as to the nature and effect of all the terms of this agreement and that they have either taken such independent legal and other advice or dispensed with the necessity of doing so.
- 14.9. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.
- 14.10. If you have any questions or complaints regarding these Booking Terms or have any queries or comments in relation to booking, please contact us via the contact us tab on the website, or isabelle@belafrique.com and we will endeavor to respond to you promptly.

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