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New Market Street  
Northriding  
Private BagX26 Suite 7 Northriding  
Director: H Erler (Austrian)  
Director: C Martin (German)



Docex 139 Randburg  
Vat#: 4630201533  
**Co Reg: 2000/020942/07**  
[info@purestours.co.za](mailto:info@purestours.co.za)  
TEL: +27 11 462 3673  
TEL: 0861 123 754  
FAX: +27 11 462 1938

## **PAYMENT & CANCELLATION POLICY**

### **Method of Payment:**

Cash / Transfer  Cheque  Credit Card

### **Our Bank Details:**

Pure Sport Tours  
Standard Bank  
Northcliff  
Account: 40 203 951 3  
Branch Code: 006305

Inv.to be made out to: \_\_\_\_\_

VAT Registration No: \_\_\_\_\_

Postal Address: \_\_\_\_\_

### **Payment Policy:**

Non-refundable deposit of a minimum of 30% required at time of booking. Where event tickets apply, deposit may have to include the ticket in full and this amount is non-refundable should the ticket not be re-sold or subject to suppliers rules.

Full payment is due up to 10 weeks prior to departure. Final amount of the balance is based at the current exchange rate and re-invoiced on the day that final payment is made.

### **Cancellation Policy:**

Should you wish to cancel your reservation for any reason, your cancellation must be made in writing, and in such instances cancellation charges will be levied as follows: (except for event tickets where 100% of fee may be levied)

Prior to 10 weeks prior to departure:	Deposit
10 – 08 weeks prior to departure:	60% of the package price
08 – 06 weeks prior to departure:	70% of the package price
06 - 04 weeks prior to departure:	80% of the package price
04 weeks to departure:	100% of the package price

Should you miss your departure date or fail to leave as planned, no portion of the tour price is refundable. We do however endeavour to assist in all cases as much as possible to obtain costs back from suppliers but we do insist you consider taking travel insurance as this may cover against cancellation for medical reasons.

### **DECLARATION**

I have read, fully understood and accept the Conditions of Contract and Tour Booking Conditions as set out in the Pure Sport Terms & Conditions and agree with the cancellation policy. Further, I am of age and authorised to effect reservations and conditions applying thereto, on behalf of all the details above.

I further declare that adequate foreign exchange will be arranged.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

Dear Consumer,

CONSUMER PROTECTION ACT ('CPA') NOTICE - Please read the following carefully & proceed accordingly:

IF YOURS IS ONLY AN ENQUIRY AND NOT A BOOKING:

- Please (1) SKIP the next two 'bullets' (2) peruse our website at your leisure & submit your enquiry to us by completing the template 'Enquiry Form' & submit.
- However, if in the process of perusing our website or any of the hyperlinked websites you come across anything that is not clear, please contact us to clarify what you are not sure about
- If you are still in a quandary, then please go to our 'CONTACT US' link & submit your question to us – this is in order to clarify any misapprehension you may have as required by section 41 of the CPA

IF YOURS IS A BOOKING:

- The CPA in section 49 requires of us to bring to your attention certain aspects – we've done that by underlining certain clauses.
- The CPA in section 49 also requires of us to 'Spell out' risk(s) of certain aspects & activities – these clauses have a tick box next to it & requires you to tick same as read, explained, understood & accepted - if any of these are still not clear or you need any further explanation, DO NOT accept the T&C & contact us for clarification.
- The CPA in section 41 also requires of us to clarify any 'apparent misapprehension' you may have – if you have such a 'misapprehension' DO NOT accept the T&C & contact us for clarification.
- If anything is STILL not clear or you STILL have a 'misapprehension' or we have not answered your question(s), mail or phone or visit us AGAIN BEFORE completing any 'tick box'
- If you are finally satisfied that all your queries have been addressed to your satisfaction, then (1) Read the T&C, (2) Tick those with a tick box, (3) complete all such tick boxes including acceptance of T&C & (4) proceed.

## **TERMS & CONDITIONS**

### **1. RESERVATIONS & PAYMENT POLICY:**

A non-refundable deposit of R5000pp (land) and R2000pp (air) is payable at the time of reservation\* ('collectively referred to as 'the Deposit') as well as the "event ticket" in full. (Note the amount of the deposit will vary depending on the package you choose.) The balance of the tour price (see below) is due 9 weeks prior to departure. Ski Leading Tours (Pty) Ltd trading as 'Pure Sport' and 'Pure Skiing' ('the Company') reserves the right to cancel any reservation for which the Deposit or total price has not been paid by the due date, in which case the Deposit will be forfeited to the Company.

A Completed booking form is needed before The Company is able to secure reservation. (AND VALID PASSPORT COPIES IN THE CASE WHERE THE COMPANY IS ARRANGING ANY FLIGHT DETAILS ON YOUR BEHALF)

Final amount of the balance is based at the current exchange rate and re-invoiced on the day that final invoice is requested (at least 9 weeks prior to the departure date).

### **2. AIR TICKETS:**

Air tickets booked with the Company that are part of group allocation and will only be issued eight weeks prior to departure. Airlines reserve the right to cancel or change schedules. The Company' will not be liable for any costs involved due to these changes. The Company cancellation fees apply to land arrangements only, any cancellation fees applicable to airfare will be subject to Airline conditions.

Air tickets must be issued in the name of the passenger, spelled exactly as per each passenger's passport. The Company will not be held responsible should the names of the passenger differ to those reflected in their passport. Booking forms therefore need to be completed in full and with correct details and passport copies received.

Any published airfares that are outside the Company allocation will have to be paid in full, on booking, in order for the Company to issue tickets and hold confirmed seats and price.

In the case of air tickets, full payment is required as per the applicable fare rule. If full payment is not received by the applicable date the airline will automatically cancel the reservations.

Air tickets / air fares, are linked to contracts ('Air T&C') and are very complex and can entail very strict requirements regarding change, airport and departure taxes and cancellation provisions and you MUST enquire about ALL the applicable conditions BEFORE you pay for the ticket. You should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, you are not allowed to use such tickets/coupons out of sequence or to 'skip' one (& e.g. opt for train, bus or car transport) as this will VOID the entire balance of the journey/itinerary. 'No-shows' may result in the ticket being voided and/or the Client being charged a cancellation fee. Note that the Air T&C shall constitute the sole contract between the airline and the Client and any right of recourse the Client may have, will be solely against the airline in terms of the Air T&C. Your rights of recourse as a consequence of over-booking are prescribed by the CPA. Loyalty programs are governed by strict rules of which the Client must be aware and retention of boarding passes and other documentation pertaining to such programs is the sole responsibility of the Client. Consult your consultant about refunds for unused tickets as strict deadlines apply..

### 3. BAGGAGE:

A baggage allowance of 20 – 23 kilograms per person is permitted for economy class travellers (and in some cases only 1 or 2 pieces of luggage depending on size), and 30 kilograms for business/first class travellers on domestic and international flights. These figures differ from airline to airline and are subject to change from time to time. Please check with the airline(s) you will be travelling on before departure. It should be noted that the limit is per person and more than one person cannot aggregate their collective baggage weight.

### 4. UNUTILISED SERVICES & ALTERATIONS

After Final Payment Deadline, No refund will be considered for any unutilized services irrespective of whether or not they form part of the basic inclusive holiday arrangements. The Company will levy a R250 amendment fee for each alteration made to bookings after the initial reservation is made. – See Addendum and acknowledge on booking  
See also section 5 – cancellations

### 3. ITINERARY VARIATIONS

While every effort is made to keep to all published itineraries, The Company reserves the right to make any changes for your convenience of which you will be advised. In some cases weather conditions can necessitate an alteration to the itinerary: this does not constitute any reason for a refund, however. – Please see and acknowledge addendum on booking



### 4. DOCUMENTATION

All passengers will be personally responsible for ensuring that they are in possession of the correct documentation prior to departure. The Company will endeavor to get final documents to you at least 21 days prior to departure. Event tickets are generally only issued two weeks prior to departure for security reasons. Therefore should this cause a delay, The Company will release the balance of your documents to you and forward the event tickets at a later stage. These may also be delivered to you at your hotel prior to the event.

### Passports, Visa's, Health Requirements

It is the responsibility of the passenger to ensure he/she is in possession of a valid passport, visa and re-entry permit and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained before departure.

All passengers will be personally responsible for ensuring that they are in possession of the correct documentation prior to departure. Please check the requirements with your retail Travel Agent or consulate before travelling. The Company does not accept responsibility for any consequences whatsoever arising from a passenger failing to ensure that he or she has complied with the necessary health, passport and visa requirements and the Client indemnifies the Company against any consequences of non-compliance..

Visas are required by South African passport holders for many destinations and passports should be valid for six months after the intended return date & must have a minimum of three (3) blank pages. All passengers and retail travel agents are personally responsible for ensuring each traveller is in possession of the correct documentation prior to departure.

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 the Travel Agent mirror those details shown on their passport for international travel and ID documents for local travel. The Company cannot be held responsible if visa applications are denied for any reason, nor can we be held responsible for any change of cost, requirements, delays or loss of passports caused by the Consulates concerned. Please note that a visa does not guarantee entry to any given country at point of entry. Non South African passport holders may also be required to have re-entry documentation and it is entirely the client's duty to ensure that such documentation is in order before departure

#### 5. CANCELLATIONS / AMENDMENTS (land arrangements only)

##### Cancellations:

In the event you wish to cancel your reservation for any reason, such cancellation must be made in writing and in such instances cancellation charges will be levied in accordance with the following table:

More than 8 weeks' notice - the deposit is forfeited

Less than 8 weeks' notice - 60% of total tour price

Less than 6 weeks' notice - 80% of total tour price

Less than 4 weeks' notice - 100% of total tour price

Less than 3 weeks' notice - 100% of total tour price

Less than 2 weeks' notice - 100% of total tour price

Should you fail to utilise any portion of a package, (join the tour or join it after departure or leave it before completion) no portion of the holiday is refundable. The above cancellation charges are subject to VAT and any commissions paid. The Company cancellation fees apply to land arrangements only and any cancellation fees applicable to airfare will be subject to Airline conditions.

##### Amendments:

An amendment fee of R300 will be charged for each amendment made to a fully confirmed reservation. This amendment fee excludes the applicable airline reissue/cancellation fee (applicable if tickets have already been issued).

Should you not be able to travel, but another person will take your place, there will be an administration fee of R2500.00 per person in order to change arrangements, documents, etc.

##### Cancellation of an Event

Should the event organising body cancel or change an event for any reason whatsoever, The Company cannot and will not be held liable for any losses incurred as a result of this cancellation. Only refunds levied by the respective suppliers will be passed onto the client, less a R1 000 administration fee by Pure Skiing/Pure Sport. Please be aware that overseas refunds reflect at the selling rate which is lower than the buying rate invoiced to the client.

#### 6. TRANSFERS

Any transfers missed or altered by the client, for whatsoever reason, shall not be the responsibility of the Company and any travel arrangements made in respect thereof shall be for the client's account. Transfer timings and coach sizes may be varied at the discretion of the Company representative. Transfers of less than 20 clients may be made by mini buses or train. Transfers usually depart airports, hotels and events at specific times or shortly after the arrival of flights. If you miss your transfer you will be required to make your own arrangements and may not be refunded for this service. Private transfers can be arranged for the account of the client.

#### 7. ACCOMMODATION

All accommodation that the Company uses has been personally inspected by its staff and/or its agents in the country or city. The Company reserves the right to change requested accommodation to that of similar grade or better - this does not constitute any reason for a refund, however.

Where a client requests a change of accommodation a full cancellation fee will be charged in accordance with "Clause 5" above and the client shall be deemed to have made a new booking.

#### 8. SKI AND OTHER EQUIPMENT - Please see and acknowledge addendum when booking

All equipment, skis, boards, toboggans and ski-bobs are not insurable and are the client's responsibility. The Company reserves the right to recover any losses incurred from the client. It is the client's responsibility to return all ski equipment

to the supplier thereof a day before departure from the Resort. Where a client fails to return the hired equipment the company reserves the right to invoice the client for the hire of the equipment for each day it is not returned. Alternatively, where the cost of replacement is lower than the hire charges, the Company will invoice this amount and a fee of R200 for settlement of the initial outstanding hire charges. The company does not give its employees the authority to accept responsibility for the return of ski equipment to the supplier thereof. The responsibility rests solely with the client.

#### 9. DELAYS

The Company does not hold itself responsible nor can it be held responsible for any delays prior to departure, or during the course of any package, whether brought about by technical difficulties, strikes, weather conditions or any other circumstance whatsoever, whether unforeseen or foreseen including force majeure, vis major, acts of God or any circumstances beyond the control of the Company. It is understood that any expenses in relation to these unscheduled extensions (e.g. hotels, meals, telephone calls, etc) will be for the passenger's account.

#### 10. RESPONSIBILITY CLAUSE

While the company makes every effort to ensure that all arrangements and services connected with your tour, will be carried out as specified in the most efficient and effective way possible, transport, hotels, restaurants and other services though selected with utmost care, are not under the control of the Company and the Company only acts as agents for the suppliers of these services. Therefore, the Company shall not in any way be liable as a principal to any person as a result of any act or omission on the part of such suppliers either in South Africa or at the destination. The Company shall furthermore not be liable for any loss, damage, injury, accident, delay, or any other irregularity that may be occasioned by a defect in any vehicle or other form of conveyance including ski equipment, ski bobs, toboggans and snow boards or by error or default of any company or persons engaged in conveying passengers carrying out the arrangements of the Tour or otherwise in connection therewith. The client shall not hold the Company liable for any injury, damage, illness, accident, harm, death or otherwise that may occur as aforesaid or whilst on their holiday, unless, in the case of injury or death, it is due to the negligent act or omission of the Company.

Any liability of the Company will be subject to a limitation of R10 000, 00 (Ten Thousand Rand) per Client per booking. The client indemnifies and holds harmless the Company, its employees and agents accordingly. The Company, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever and howsoever arising, unless section 61 of the CPA applies.

The client undertakes to have adequate insurance to cover any such event.

The Company does not accept liability for changes, omissions or delays before or during the course of any published tour occasioned by technical difficulties, weather conditions / Acts of God, strikes or communication breakdowns.

The contract in use by the aforesaid suppliers (which is often constituted by the ticket issued by the supplier), 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. The Company will provide the identity and terms and conditions (or access thereto) of all the suppliers relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarise itself with such terms and conditions ('the Supplier's Conditions').

#### 11. ENTERTAINMENT

Whilst every endeavor will be made to offer the full entertainment programme the Company cannot guarantee all events due to factors such as weather conditions, length of client's holiday or minimum of eight passengers per activity. The Company shall be solely responsible for the selection of entertainment to be offered each evening and will have the absolute discretion to vary the programme as it deems necessary. Any refunds required will be made by the Company in South Africa prior to departure

#### 12. INSURANCE

Group or individual travel insurance is included unless stated otherwise. However it will only apply to the dates of the ski package but it can be extended/upgraded upon written request prior to departure. In terms of FAIS act the consultant cannot discuss and/or give any advice on insurance cover, policy, insure or not etc etc – all that must be discussed directly with insurer/broker.

I declare that should I refuse Pure Skiing or Pure Sport, travel insurance, including medical and cancellation cover, that I will not hold the Company responsible for any related claims.



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 (Note that is not an exhaustive list). The Company will not be responsible or liable if the Client fails to take adequate insurance cover or at all. It shall not be obligatory upon the Company to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by the Company pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and the Company shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers. Once the insurance has been confirmed and paid for, the Client will be issued with a policy document of the insurer. It is a complex document which must be read BEFORE you initiate your travel so that you can address any queries you may have to the insurer BEFORE you depart.

Please note that various credit card companies offer limited levels of travel insurance, which the Company does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

#### Special Requests

Please specify any special requests you may have with regard to seating or meal requirements at the time you make your booking. The Company accepts special requests on the understanding that whilst The Company will make every effort to comply, under no circumstances can The Company guarantee that they will be met.

#### International Driver's License

If passengers intend to drive a rental car they should obtain an international driving permit from their local AA office if required.

#### Car & Vehicle Hire

These contracts ('Car Hire T&C') are onerous & include absolute, no fault and strict liability provisions. These Car Hire T&C must be read very carefully and anything you don't understand or about which you have any misapprehension must be discussed with the car hire consultant BEFORE you sign the Car Hire T&C. Please note that you will be liable for all traffic fines and toll fees. We strongly recommend you check the vehicle thoroughly with a representative of the car hire business upon collection and return and ensure that any damage, scratches, faults or shortcomings are noted & signed for. Note that the Car Hire T&C shall constitute the sole contract between the car hire travel agent and the Client and any right of recourse the Client may have, will be solely against the car hire company in terms of the Car Hire T&C.

#### Reconfirmations

It is the responsibility of the client to reconfirm onward flights within 72 hours of arrival at any destination. Failure to do so may result in the cancellation of their flight reservation by the airline.

#### 13. PRICES

Prices quoted are in Rand's. Final payment will be calculated at the prevailing exchange rate of the day of final payment to the Company.

#### 14. CONTRACT

Once payment in whole or in part has been made by the passenger for a booking, the passenger shall be deemed to have

accepted the terms and conditions contained herein as applicable to the contract entered into between the Company and the passenger.

#### 15. TOUR PRICE

Prices quoted are subject to the availability of flights, transfers, accommodation, event tickets and services at time of booking as well as currency fluctuations. We will advise you immediately if any of the aforesaid is either not available or not available at the price ruling at the time of your request .

The tour prices quoted are valid for the dates of the respective tours only. **The Company** expressly reserves the right to adjust the tour price at any time, due to currency fluctuations, airfare increases, minimum group travel requirements, or any other unforeseen circumstances.

Prices quoted do not include costs of obtaining visas and passports, courier fees for document collection, personal telephone calls, laundry, entertainment arrangements, not shown in the itinerary, meals and beverages, unless actually specified, and any other items of a personal nature.

Some event tickets can only be guaranteed once full payment has been received (subject to statutory increases such as VAT).. Quotes may vary between quoting and booking due to availability on a daily basis.

However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by the Company (PLEASE NOTE: This applies especially regarding airport taxes for the entire journey).

Should the Client be a group booking and the group number deviates from the number required for the booking, the Supplier and Company may reserve 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 the Supplier cancelling the booking and retain any payment made (The Company will be entitled to retain any service fees charged).

Please note that in some case Suppliers may nevertheless have a clause requiring passengers to pay an additional amount in the event of fuel surcharges or fuel price increases even though full payment has been effected. Should the company be charged for any fuel surcharges or fuel price increases after full payment has been received, The Company may have to pass that charge on to the client.

#### APPLICATION

All enquiries, advice, quotations or estimates made or provided by or bookings made with and/or all services rendered by or on behalf of the Company are subject to and made in terms of the Conditions.

#### LAW & JURISDICTION

South African law and the jurisdiction of South African courts will govern the relationship between the Client and the Company. The Company shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

#### CONDUCT

The Client agrees that he/she will at all times comply with the Company's or others' requirements and instructions in regard to his/her conduct and he/she will not in any way constitute a hindrance to any other passenger or person on the tour, mode of conveyance, at any place of accommodation, entertainment or where meals and/or drinks are served. The Client indemnifies and holds harmless the Company against damages suffered and/or costs incurred by the Company and/or any third party as a result of a breach of this clause.

#### FORCE MAJEURE

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. Force Majeure includes renovations that may be carried out at your resort – whilst the Company will use its best endeavours to provide current information in that regard and whilst the resort will use its best endeavours to keep any inconvenience to a

minimum, the fact that restoration or renovations are being carried out does not constitute grounds for any claim against the Company.

The Company will use its best endeavours to recover from third parties such monies as may have been paid to them on behalf of the Client. All monies so recovered by the Company will be reimbursed to the Client less a 5% (Five percent) of the Price as an administration charge. Professional fees charged by the Company are non-refundable.

#### e-TICKETING

The Client must be ready to show their identity document and possibly their credit card used to pay for the booking at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for EACH MINOR.

#### DOMICILIUM ET EXECUTANDI

The parties elect their respective domicilium et executandi as reflected in the Booking Form and Confirmation.

#### COPYRIGHT

The Conditions and any intellectual property and specifically copyright therein and any proposals, presentations, estimates and quotes provided by the Company shall remain the sole and exclusive property of the Company.

The Client furthermore undertakes not to circumvent the Company and to make any approaches to or enter into any arrangements for any concept similar in part or as a whole to that contained in any of the proposals, presentations, estimates and quotes provided by the Company with any of the Suppliers or any other service providers or venues for a period of 1 (One) year from the date of submission of any proposals, presentations, estimates and quotes provided by the Company.

ENTIRE CONTRACT - The quotation, booking form & confirmation and the Conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Company otherwise that is not included herein.

DISPUTE If there is a dispute between the Parties (other than a material breach), they will:

- Attempt to resolve it amicably and as a matter of urgency within as quick a period as possible, given that time is of the essence; failing which
- attempt to resolve by mediation as a matter of urgency within as quick a period as possible, given that time is of the essence; failing which
- refer the matter to arbitration in terms of the rules of the South African Arbitration Foundation.

#### DECLARATION

I have read, fully understood and accept the Conditions of Contract and Booking Conditions as set out in The Company's Terms & Conditions and agree with the cancellation policy. Further, I am of age and authorised to effect reservations and conditions applying thereto, on behalf of all the details above.

Dear Consumer,

CPA Notice – please read the following carefully and proceed accordingly:

Each clause marked with a box means you have read the clause and the risk has been explained to you and you understand it and accept it

If you are satisfied with that then please tick the box at the end of this sentence to indicate that you accept and agree to be bound by the Terms and conditions above.

Signed on this .....day of .....20... at:.....

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SIGNATURE

THE COMPANY RESERVES THE RIGHT TO AMEND THE ABOVE GIVEN TERMS & CONDITIONS AT ANY TIME, DUE TO SUPPLIERS REQUIREMENTS