

TERMS AND CONDITIONS OF LETS PIN IT

Lets Pin It (pty) Ltd trading as Lets Pin It, is a company registered in South Africa with registration number 2017 / 320317 / 07. The company address is 1435A Starkey Avenue, Waverley, Pretoria, 0186

These terms and conditions are applicable to all goods and services booked with the Company.

1. DEFINITIONS

“Client/s”

1. The Client will be the person; legal representative in case of minors; company and or company representative, who signs the booking form, terms and conditions and pay a deposit towards accepted services / goods for or on behalf of the end user/s of the accepted services / goods.
2. If the end user of the services / goods is not the Client as defined in point 1.1 above, The company has no contractual obligation towards the Client's client. The transaction is between the Client and the company to assist the Client with their obligation towards their client.

“Company”

Lets Pin It (Pty) Ltd trading as Lets Pin It

Physical address: 1435A Starkey Avenue, Waverley, Pretoria, 0186.

“Contracted service / goods providers”

Contracted services / goods providers to the company can be various supplying companies, agents and or individuals of services and or goods, both locally and internationally depending on where services and or goods must be supplied, and the type of services and or goods to be supplied.

The above service supplying companies, agents and or individuals both locally and internationally has no obligation to any party other than the company who contracted the services and or goods.

“Tour Manager”

In the case of group tours both locally and internationally, the Tour Manager is an individual/s who has the role of a link between the Company, the Client, and the Contracted Service / Goods Provider during the commencement of a tour. The Tour Manager assist with logistical coordination and crises while on tour. The Tour Manager is not a tour guide and has no obligation to delivering services / goods or accept any instruction from any group member.

“Event Manager”

In the case of events both locally and internationally, the Event Manager is an individual/s who has the role of a link between the Company, the Client, and the Contracted Service / Goods Provider during the commencement of an event.

2. EFFECTIVE DATE

This shall be from the date of receiving:

1. Full or partial deposit payment according to the payment schedule provided, is paid by the Client, and received by the Company and/or
2. The completed Booking Form on which acceptance of the terms and conditions is signed by the Client and received by the Company.

3. PAYMENTS

The Company accepts electronic bank transfers (EFT) and cash bank deposits. Any bank charges related to cash bank deposits will be for the Client's account and not the Company. No direct cash payments or credit card payments will be accepted.

Payments must be made into the Company's bank account according to the payment schedule provided using the payment reference specified on the quote. Proof of payments must be emailed to the Company.

Late payments can lead to increased prices. In the event of group tours / event, the entire group's tour / event costs might increase due to 1 member's late payment.

The Company reserves the right to pay service / goods providers as agreed with the service / goods providers.

The Company reserves the right to take the service fees charged for delivering services / goods, from any of the Clients' payments received.

4. PRICE CHANGE RISK

Kindly note that quotations are valid for 7 days except for flight quotes which is only valid for 24 hours. Prices are subject to change up until payment is received to confirm a booking. Items subject to exchange rate fluctuations are always subject to change as exchange rates fluctuate.

Should there be an increase in costs from service / goods suppliers due to circumstances beyond their control, the client will be notified in writing. In such instances the increase costs will be for the client's account.

Late payments can also lead to increased service / goods costs. The Company will inform the Client of such increases should they arise.

5. INCLUSIONS AND EXCLUSIONS

Only services / goods listed on the quote under "Inclusions" and/or in writing and accepted by the Client will be included in the price.

Services / Goods listed on the quote under "Exclusions" and/or not in writing will not be included in the price but can be added upon request. These services / goods will be quoted on and upon acceptance of the quote be invoiced and payable by the Client.

6. BOOKING ALTERATIONS, CHANGES AND ADDITIONS BY THE CLIENT

Any request by the Client to alter, change, add or remove booked services / goods must be sent to the Company in writing. Upon such a request:

1. The Company will let the Client know if their request can be accommodated;
2. If the request can be accommodated, the Client will be liable for all costs related to the alterations, changes, additions, removals of services / goods by suppliers and the Company;
3. If the request cannot be accommodated and leads to cancellation for services / goods, the Client will be liable for all related cancellation fees charged by the Company.

7. BOOKING INCLUSIONS, ALTERATIONS AND CHANGES BY THE COMPANY

During the initial quote, the included services / goods are typically availability however still subject to availability and no services / goods have been booked. In the case of a tour whether locally or internationally, a hypothetical itinerary may have also been supplied during the quoting phase.

Once a quote is confirmed the Company will endeavour to include all the services / goods however if the specified services / goods mentioned in the quote is not available the Company reserves the right to:

1. Change the included services / goods to an alternative of the same standard or price.
2. Charge the client additional costs incurred if the same standard alternative specified in the quote is not available and a better standard service / goods must be delivered.

Late payments can also lead to the Company making changes to the included services / goods of a booking. If the Client does not accept the changes the Company reserves the right to withdraw from this agreement as if the client cancelled the tour and normal cancellation fees will apply.

The client will be informed of the above changes or alterations should they arise.

Service / goods suppliers can cancel services / goods during a tour due to circumstances beyond their control like sudden force majeure circumstances, bad weather or the lack of an alternative. The Client accepts that such changes are not in the control of the Company and undertakes not to keep the Company liable for such changes in any way.

8. CANCELLATION COSTS

All cancellations must be made in writing by the Client to the Company. Upon receipt of the cancellation request the following cancellation fees will apply:

1. No refund of the deposit if the booking is cancelled between deposit payment made and 8 months prior to departure / event date.
2. 30% of the total costs if the booking is cancelled between 6 and 8 months prior to departure / event date.
3. 50% of the total cost if the booking is cancelled between 4 and 6 months prior to departure / event date.

4. 75% of the tour cost if the booking is cancelled between 2 and 4 months prior to departure / event date.
5. 100% of the tour cost if the booking is cancelled within 2 months prior to departure / event date.

In the event of a booking with a departure date that changed, the departure date for cancellation fee calculation will always be the initial departure date when the booking was initially made.

If the Company cancels the booking.

In the event of the Company cancelling the booking because of factors beyond our control, the Company will endeavour to recover as much as possible funds from the service / goods suppliers paid on your behalf. Factors beyond the Company's control are for example force majeure circumstances like political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic or health risk, Acts of God, adverse weather conditions or other similar events.

Refunds will be made to you of recoverable monies less the Company's service fees in respect of the booking. The Company also reserves the right to issue services / goods vouchers should services / goods suppliers issue vouchers.

The Company also reserves the right to cancel services / goods if the Client is not making payments on time for the Company to pay service / goods suppliers. Normal cancellation fees will apply in such instances.

The Company is not responsible for the costs of any other arrangements affected due to our cancellations.

9. CONDUCT

The conduct of Clients during the organising phase up until completion of a booking is the responsibility of the Client.

The Company reserves the right to immediately cancel the booking of any individual Client or the whole booking if during the organising phase or during execution of the booking that Client:

1. *Threatens, verbally abuses, or insults the Companies staff or their representatives.*
2. *Misbehaves to the extent that the supplied services / goods or the organising thereof gets interrupted.*
3. *Causes danger or bodily harm to anyone or damage to any property.*
4. *Contravenes the laws of a country visited on their booking or the country where the services / goods is being organised.*
5. *Does not co-operate with the Company's operational staff or Tour Manager and/or the contracted service / goods suppliers.*
6. *Commits a crime during the tour.*

7. Persistently affects the enjoyment of the services / goods booked by the other members if part of a group.

The Client will forfeit all monies already paid to the Company and will be liable to pay any costs as if the services / goods was cancelled and/or incurred to terminate the tour and/or send any or all the other clients in case of a group back to the first departure airport.

10. TOUR MANAGER

The Company makes use of a Tour Manager for some tours. This person is not necessarily an employee of the Company and can in some cases be a Client Representative. The Company takes no responsibility for any claims against the Tour Manager nor any claims in lieu of the actions of the Tour Manager.

In case of a group, you as Client authorise the Tour Manager to help control other participating clients' behaviour, liaise with service / goods suppliers, and consult with the group regarding changes to a booking.

As Client, you have the rights to follow normal legal channels in case you wish to pursue a claim against the Tour Manager

11. LIABILITY

The Company nor its contracted service / goods suppliers will be held liable for any loss, injury, death and /or accident of any client during the execution of services if the damage was caused by the Clients or in case of a group tour a participating group member negligence or unlawful actions.

The Company strongly advise all Clients to take out the necessary Travel Insurance to submit claims. All claims submitted to Travel Insurance Providers are also subject to the Policy Schedule of Benefits and Policy Wording and therefore no successful claim of damages is guaranteed.

Should the Client wish to submit a claim against the Company, the Client undertakes to do so within 14 days from becoming aware of such loss or event that can lead to a claim against the Company. The Company must be informed in writing.

The client undertakes to claim from the company only damages caused by the company's direct neglect. The client undertakes not to claim from the company any claim that can be lodged against another party.

12. PASSPORTS AND HEALTH PRECAUTIONS

Should services / goods booked involve the Client to exit and enter different countries, the Client accepts the responsibility to familiarise themselves with the regulations and requirements applicable to passports and health precautions of the countries involved in the booking.

Should the client neglect to adhere to the regulations and requirements and as a result cannot continue with the booked services / goods, normal cancellation rules will apply.

13. INSURANCE

Travel Insurance will be part of the quote for international travel services / goods and will be listed as a separate item. Should the Client accept the quote, the Client grants the Company permission to pay for travel insurance on the Client's behalf. In case of a group, Travel Insurance will only be purchased once a group reaches a minimum of 15 travellers.

The contract between the Client and the Travel Insurance Provider is a separate contract and the Client undertakes to familiarise himself/herself with the content thereof. The Client can buy top-up cover should the Travel Insurance Provider provide such options and the Client feel it is needed.

The Company cannot submit claims on the Client's behalf however supporting documents will be provided to support a Client's claim with the Travel Insurance Provider. Assistance from the Company will merely be an act of goodwill.

14. VISA APPLICATIONS

Should services / goods booked involve visa application/s, the Company can provide information relating to the process, requirements, costs and where applications must be submitted.

Information relating to visas is subject to change and it is the responsibility of the Client to check all the information with the relevant embassies, consulates before starting an application process. The Company cannot be held liable for incorrect or inaccurate information. The Company can further not be held liable for the results derived from the interaction between the Client and the Visa Processing Centre.

It is the responsibility of the Client to obtain the correct type of visa in time before departure of the Client's bookings. The Company does provide visa processing services at an additional charge of R750 per application.

If an issued airline ticket is one of the required documents to apply for a visa, please take note that the Company can only supply the airline ticket 10 days after full payment of the entire booking is received. In case of a group travel, the whole group must be fully paid in order to issue the flight tickets.

In case of an unsuccessful/denied visa application, normal cancellation fees will apply

15. INDIVIDUALLY ISSUED AIRLINE TICKETS

If a new Client is added onto a group tour but needs to be issued an individual airline ticket, the difference in price from the group fare and an additional ticketing fee will be for the new Client's account.

Ensuring that such a new Client is seated with the group on the aircraft is also not a guarantee however the Company will put in such a request with the airline.

16. BAGGAGE ALLOWANCE

The Client accepts that each airline has their own luggage allowance and that additional charges can apply for extra luggage weight, additional luggage pieces and special equipment which will be for the Clients' account. The Company cannot be held liable for additional costs relating to luggage allowances charged by the airline.

17. FLIGHT CONNECTION DELAYS

The company will not in any way be liable for any expenses incurred or any other consequences of delayed flights and/or missed flights.

18. PRIVACY POLICY

Please refer to the website www.letspinit.co.za for the Privacy Notice.

19. ONLINE DECLARATION OF UNDERSTANDING AND ACCEPTANCE

My online acknowledgement that I agree to the terms and conditions and privacy notice as legally binding is indicated by

a. answering "YES" to the question on the booking form that reads:

*" Terms and conditions acceptance**

By selecting "yes" you acknowledge that you read the contract between yourself and us and that you agree with all the terms and conditions and privacy policy stipulated therein and subject yourself thereto."

b. And/or digitally signing this form

c. And/or making a deposit towards the tour.

END OF DOCUMENT