

# **Golfon International (aka Golfon LLC) Terms and Conditions**

**Updated January 2009**

## **1 General**

- 1.1** The following are the standard trading terms and conditions used by the administration branch of **Golfon International** registered with the state of Connecticut officially as **GOLFON LLC**, tax registration # 0697490
- 1.2** All and any business undertaken, including advice, information or service provided booked, whether gratuitously or not, by **Golfon International** shall be subject to the conditions set forth hereafter. Each condition shall be deemed incorporated in and be a condition of any agreement between **Golf International** and its clients.
- 1.3** No agent or employee of **Golfon International** has **Golfon International** authority to alter, vary or change these conditions by oral or written undertaking or promise given before or after receipt of these conditions; nor shall any act of omission of **Golfon International** be constructed as a variation or waiver of these conditions.
- 1.4** **Golfon International** represents the hotels, and other travel organization named suppliers only in its capacity as agents for the suppliers and accordingly on receipt **Golfon International** of any booking form as contained in brochures, supplement or the website [www.GolfonInternational.com](http://www.GolfonInternational.com) shall transmit any such bookings to the suppliers concerned and endeavor to secure promptly all reservations and arrangements. All coupons, receipts and tickets are issued subject to the terms and conditions specified by the suppliers. By accepting the coupons and tickets and utilizing the services, the client or customer becomes contractually bound to the suppliers thereof.
- 1.5** No act, omission, course of dealing, forbearance, delay or indulgence by **Golfon International** in enforcing any of these conditions or any of its rights in terms thereof. Or any granting of time by **Golfon International**, shall prejudice or affect the rights and remedies of **Golfon International** under these conditions and no such matter shall be treated as evidence of the waiver of Golfon Internationals right hereunder, nor shall any waiver of a breach by a customer of any one or more of these conditions operate as a waiver of any subsequent breach thereof. **Golfon International** shall be at all times and without notice be entitled to insist on any strict application of these conditions and on their strict enforcement on its customers.

## **2 Payments, Reservations, Refunds and changes to schedules.**

- 2.1** Upon receipt of your 20% non-refundable deposit **Golfon International** will, subject to availability, make the required reservations. The balance of payment is due no later than 45 days prior to departure. **Golfon International** reserves the right to cancel any reservation if the balance of payment is not received on time. If the bookings are made within 45 days of departure then full payment is required with reservation. If the final payment is not received in time any additional costs will be for the Customer's account.

Payment may be made by SWIFT transfer, bank check or bank transfer and credit cards, Visa, MC and Amex.

- 2.3** The accommodation is sold subject to availability at the time of booking according to the property, category or class requested.
- 2.4** Prices are subject to adjustment in the event of changes in Value Added Tax (VAT) due to increases in tariffs that may be implemented by the suppliers.
- 2.5** Customers making any hotel reservations will handle them on the same basis as point 2.1 above. If the balance of payment is not received within 30 days of the reservation date, the reservation will automatically be released. Customers must then reapply for the accommodation which will be subject to availability
- 2.6** Individual reservations will be required to pay a two-night deposit to secure their accommodation and are required to settle the balance prior to arrival.
- 2.7** **Golfon International** will not accept any accounts or bill-backs from any accommodation establishment for any personal expenses such as telephone calls, meals, refreshments or any other services whatsoever unless specifically authorized by **Golfon International** in writing to the manager of such establishment. Customers are to settle all bills for outstanding services directly with the accommodation establishment prior to departure.

The person making the booking will, by the making of such a booking, warrant that he/she has the authority to enter into a contract on behalf of the other person(s) included in the booking. In the event of the failure of any or all of the other person(s) included to make payment, the person making the booking shall by his/her signature therein assume personal liability for the total price of all the bookings made by him/her.

- 2.8** An amendment fee of \$40 will be charged for amendments to accommodation reservations. Any amendments made to reservations after the customer's arrival must be transacted directly by the customer with the hotel. No amendments to itineraries will be accepted less than 30 days before arrival; thereafter, all alterations to itineraries are considered to be cancellations and re-bookings (see cancellation clause).
- 2.9** Confirmation vouchers will be supplied to all customers who have paid for their accommodation and tours in full prior to their arrival. No vouchers will be sent when payments are outstanding. The accommodation voucher will specify all services booked and their payment terms. Any services that are not specified on the accommodation voucher will be for the customer's account, as will any services included on the voucher and not specified as prepaid.
- 2.10** **Golfon International** reserves the right to change the itinerary and or arrangements should conditions necessitate this and to offer substitutes of equal value. **Golfon International** shall have the right to any time at its discretion, cancel any tour or remainder thereof, or make any alteration in route, accommodation, restaurant, price or other details and in the event of any tour being rendered impossible or inadvisable by weather, strike, war, riots, Government or interference or any cause whatsoever. The extra expenses incurred as a result thereof shall be

- 2.11** All cancellations will be subject to cancellation penalties. No refunds will be processed before finalization of the event. A separate policy applies to group reservations and this will be outlined in a contract. Any loss **Golfon International** may suffer will be for the clients account.
- 2.12** Whilst **Golfon International** uses its best endeavors to ensure that all anticipated restaurants, accommodation, attractions, etc. are available as planned, there shall be no claim of any nature whatsoever against **Golfon International** and its staff for a refund either in the whole or part, if any accommodation or excursion is unavailable, or if the passenger was unable to use that service.
- 2.13** No refunds will be given by **Golfon International** for any unused portion of the accommodation after check-in at the hotel or property. These refunds must be **negotiated directly with the accommodation establishment concerned.**
- 2.14** Customers are required to advise **Golfon International** of the rooming lists (the names and number of persons who will be occupying the same room). **Golfon International** will not take it upon itself to allocate persons to specific rooms for the purpose of sharing with other persons. If a written schedule of names of persons who are required to share a room with one another is not supplied to **Golfon International** by the account holder, then all persons will be allocated rooms at standard occupancy rates.

All prices of tours are subject to, but not restricted to, the following price adjustments:

Adjustments in Government or Provincial fees or levies or taxes.

Adjustments in fuel costs which may necessitate increase costs

Adjustments in the tour components such as accommodation.

Adjustments in entry fees.

Should increases be forced upon us by suppliers, airlines, exchange rates, etc. we reserve the right to surcharge without notice, up to a reasonable maximum.

- 2.15** **Golfon International** cannot guarantee the prices advertised but will do all possible to hold the prices.

### **3 Luggage and Airline Clause**

- 3.1** It is your duty to confirm all flights within 72 hours prior to departure.
- 3.2** Standard luggage limitations apply for schedule flights and transfers, but for special/charter flights and transfers, special limitations may be imposed. All luggage and personal effects are conveyed entirely at the owner's risk. Sports equipment over-weight is normally charged at special rates.
- 3.3** The airlines, charter and aviation companies are not to be held liable for any act, omission or event during the time the passenger(s) are not on board their plane or conveyance. Please note that should we subcontract the flying services to independent charter operators, they are responsible for the flying and liability contained therein.

### **4 Cancellation**

- 4.2 Bookings cancelled more than 90 days prior to departure will attract an admin fee of \$200
- 4.3 Bookings cancelled between 90 and 45 days prior to departure will attract 20% cancellation fee on the full price of the tour
- 4.4 Bookings cancelled less than 45 days prior to departure will attract a 100% cancellation fee. No refund.
- 4.5 The above cancellation fees will apply to all tours booked through Golfon International unless otherwise specified.
- 4.6 All cancellations must be applied for in writing by e-mail or fax and will be effective on the date of confirmed receipt of such written notification. No refund can be made should you fail to join the tour, or join it after departure, or leave it prior to completion.

## 5 Consent and responsibility

- 5.1 Notwithstanding anything contained herein Golfon **International** shall not, in any circumstances, be liable for any damages arising from loss of market, or attributable to any delay in transit, or failure to carry out the instructions given to it or any other consequential loss, howsoever caused.
- 5.2 **Golfon International** shall be under no liability whatsoever whether on grounds of breach of contract or negligence, in respect of any type of loss or damage however arising, whether in respect of or in connection with any goods or any instructions, business, advice, information or services or otherwise, unless it is proved that the loss or damage was caused by the gross negligence of **Golfon International**.
- 5.3 The Suppliers of transportation, sightseeing arrangements, tour escorts and hotel accommodations for the tour programmers are independent contractors and are not agents or employees of Golfon **International**. By utilizing their services you agree that neither Golfon **International** nor any affiliated companies or representatives shall be liable for any accidents, loss, injury or damage to you or your property in connection with accommodations, transportation or other services or resulting directly or indirectly from any occurrences or conditions beyond its control including the breakdown of equipment, strikes, theft, delay or cancellation of or changes in the itinerary or schedules.
- 5.4 The payment of the deposit or any other partial payment for a reservation of a tour constitutes consent to all provisions contained within these conditions. The terms under which you agree to take these tours cannot be changed or amended except in writing, signed by an authorized representative of **Golfon International**.
- 5.5 Neither **Golfon International**, nor any person acting for, through or on behalf of **Golfon International**, shall be liable for any loss or damage whatsoever, arising from any cause whatsoever and without restricting the generality of the afore going shall particularly not be responsible for the loss or damage arising from any errors or omissions contained in its or other literature, or late or non-confirmation or

set out here relating to our liability shall apply. **Golfon International** and its agents act only as agents of the subcontracted Companies or persons making the tour in all matters relating to accommodation, touring and transport, whether by road, aircraft, coach, boat or by any other means. **Golfon International** and its employees shall therefore not be liable for any delay, sickness, injury, death, loss or damage arising from any cause and in any manner whatsoever. Liability to any passengers carried in any vehicle, aircraft or vessel owned by subcontracted Companies is governed by the laws of the country in which the tour takes place, and all claims are subject to the jurisdiction of the courts of the country in which the cause of action arises.

- 5.7** **Golfon International** and its subcontractors, reserve the right to refuse to accept or retain any person on a tour, should such a person's physical or mental health or condition, general attitude or deportment, impede the operation of the tour or the welfare and enjoyment of the other tour passengers. In such circumstances the client shall not be entitled to any refund.

## **6** **Passports, Visas & Health Requirements**

- 6.1** The responsibility for the provision of current and valid passport, visas, vaccination and inoculation certificates and the like, where required, is that of the Customer alone. **Golfon International** shall not be responsible for any consequences of any nature arising from the customer failing to ensure that he has complied with all such requirements. The customer must ensure that his passport is valid for international travel, and that it will be valid until at least six months **AFTER** travel to/from any foreign country.
- 6.2** Health certificates are required to travel to certain countries. Please check the actual position with **Golfon International** before traveling, as these requirements can change at short notice.
- 6.3** It is the responsibility of the customer to ensure that he/she is in possession of valid travel documents and customs requirements that may be necessary to participate on the tour including Passports, Visas, Permits, Vouchers and Tickets. Tour vouchers will be sent to customers on request only after receipt of full payment of the tour price.
- 6.4** It is the responsibility of the customer to ensure that he/she has obtained any inoculations required and is aware of all health requirements pertaining to the area they are visiting. Some areas in Southern Africa are malaria areas and you are recommended to contact your doctor with regards to anti-malaria precautions should you be visiting one of these areas. It is the responsibility of the customer to confirm that he/she is medically fit and in good health and is able to participate in the booked tour. Any client with pre-existing illness must declare the true nature of such conditions at the time of booking. **Golfon International** cannot be held responsible for the provision of drugs or treatment, which may be required during the tour.

## **7** **Insurance**

**International** pursuant to such instructions, will be subject to such exceptions and conditions as may be imposed by the insurance company or the underwriters taking the risk and **Golfon International** shall not be obliged to obtain separate cover for any risks so excluded. **Golfon International** shall not be under any obligation to put into effect a separate insurance for each customer but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, the customer shall have recourse against the insurers only, and **Golfon International** will not be under any responsibility for liability whatsoever in relation thereto notwithstanding that the premium of the policy may not be at the same rate as that charged by **Golfon International** or paid to **Golfon International** by the Customer.

- 7.2** It is strongly advised that the customer take adequate insurance cover in the event of cancellation due to illness, accident or injury. Personal accident, medical assistance, personal liability and loss of baggage are also recommended. **Golfon International** will not be responsible if the customer fails to take adequate insurance cover. Please note that the aforementioned cover is merely a suggestion and not an exhaustive list. Accordingly, **Golfon International** strongly suggests that the customer discusses his insurance requirements with **Golfon International**.
- 7.3** Customers are strongly recommended to take comprehensive insurance cover before travel with protection for the full duration of your stay away from home to cover personal injury.