

SIM TOURS (PTY) LTD

TRAVEL TOUR TERMS AND CONDITIONS

INTRODUCTION

Sim Tours (Pty) Ltd ("Sim Tours" or "us" or "we") is a booking travel and tour company which organizes private football travel and tour packages for persons and groups. These Terms and Conditions ("Terms") contained herein shall be read together with any other document provided for by Sim Tours. You should make sure that you know and understand the Terms which apply to or Services ("Services") offered by Sim Tours.

By proceeding to engage with any of our agent/s in order to purchase any of the Services offered by Sim Tours, you as the potential purchaser and/or user of the Services, agree to be bound by these Terms and Conditions ("Terms"), as set out below.

We reserve the right, without notice and in our sole and absolute discretion, to make changes to the Terms. It is your responsibility to review our Terms of use provided for on our website prior to making use of or purchasing any of our Services offered by us. If you continue to use our Services after our amended Terms have been published on our website, your use of our Services shall constitute an acceptance of the amended Terms.

1. DEFINITIONS

1.1. In these Terms the following words and/or phrases will have the following meanings:

- 1.1.1. "**us**", "**we**" and "**our/ourselves**" means Sim Tours, a company duly registered in South Africa, with registration number: 2018/468879/07 and having its registered address at **c/o Myburgh & Caledon Street, Somerset West, 7130** including its controlling company, subsidiaries and/or affiliates;
- 1.1.2. "**Booking Form**" means the document provided by Sim Tours to the Client to sign, indicating acceptance of a Service(s) offered by Sim Tours;
- 1.1.3. "**Brochure**" means the document provided by Sim Tours to the Client with the details of a specific tour, or tours or tour package as it will be contained therein;
- 1.1.4. "**Client**" means a person as described in the Booking Form. A Client may represent an individual or group of individuals.
- 1.1.5. "**Contracted ground tour operator/agent, airline, and service provider**" means the supplier to Sim Tours of services in the country where the services are supplied. It can be various agent/s or companies including but not limited to airlines, hotels, car hire companies, tour operators, cruise companies, rail operators, visa service companies, consulates and embassies, travel insurance companies, foreign exchange operators. This person or persons have no responsibility or obligation to any party but Sim Sport;
- 1.1.6. "**Force Majeure**" means any event which Sim Tours or the suppliers of the Services in question could not, even with all due care, foresee or avoid. Such events may 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 outside of our control;
- 1.1.7. "**Services**" means the various services that Sim Tours provides to the Client as the case may be;



- 1.1.8. "**Sim Tours**" means Sim Tours (Pty) Ltd including its group of companies, subsidiaries and/or affiliates;
- 1.1.9. "**Terms and Conditions**" means the terms and conditions contained within this document;
- 1.1.10. "**Travel**" means the date of departure from one place to another;
- 1.1.11. "**Tour/tour**" means a service offered by Sim Tours and includes a Travel, tours or tour packages;
- 1.1.12. "**Tour Member**" means a participant and sports player eligible to take part in the travel, tour or tour package;
- 1.1.13. "**Tour Leader**" means a person that is not a tour guide but a link between Sim Tours, the Client and the contracted tour operator and any of their service suppliers;
- 1.1.14. "**Website**" means www.simtours.co.za ;

2. EFFECTIVE DATE

- 2.1. The agreement between the parties will be effective from the date:
- 2.1.1. on which the deposit, or part of it, as indicated on the Booking Form has been paid by the Client and received by Sim Tours; and
- 2.1.2. on which the Booking Form has been signed by the Client and received by Sim Tours;

which date these terms and conditions of this agreement will be binding on the parties.

3. ONLY CONTRACT

- 3.1. The Booking Form, Brochure and Terms and Conditions provided to the Client ("the documents"), and any amendments written and signed by both parties, are the only documents constituting the provision of the terms of services and payments.
- 3.2. Only excursions, meals, matches, coaching, accommodation, transport, travel arrangements etc, as described in such documents will be provided by Sim Tours to the Client.
- 3.3. Any other undertakings of arrangements, services, meals, transport etc, not included in the documents will not constitute part of the Services provided by Sim Tours at the quoted price in the Brochure and Booking Form and will be deemed as alterations, changes and additions by the client in terms of clause 7 of this document.

4. PAYMENTS

4.1. General payment provisions

- 4.1.1. Unless full payment is due at the time the Client makes the booking, all bookings must be accompanied by the required deposit as set out by Sim Tours. Payment of the deposit constitutes part of the booking conditions and Sim Tours reserves the right to cancel any booking without prejudice to any of its rights arising from this agreement or in law, in the event of a deposit or part thereof not being received timeously.
- 4.1.2. Deposits in respect of all services shall be paid, unless specifically agreed and reduced to writing between Sim Tours and the Client, not less than 6 (six) months before the date of commencement of any travel, tour or tour package.
- 4.1.3. The final payment for any booking must be made at least 6 (six) weeks prior to the date of commencement of any travel, tour or tour package, unless specific arrangements are made with Sim Tours in writing.
- 4.1.4. The final payment amount is based on the quoted price in the Brochure and/or Booking Form, less the deposit paid plus any increase and or additional charges that may have been incurred at the time that the final payment becomes due.
- 4.1.5. Payments, as per the payment schedule (scheduled payments), must be made on or before the scheduled date into Sim Tour's bank account the details of which are set out in the Booking Form, free of any bank charges such as cash deposit fees and credit card charges.
- 4.1.6. Any payment made to Sim Tours must be made by the Client in the form of a cash deposit, credit card or in terms of an electronic fund transfer ("EFT") and the proof of payment in the form of the EFT transmission report, proof of payment generated by the banking institution, or the cash deposit slip must immediately be sent to Sim Tours via email the details of which are set out in the Booking Form.
- 4.1.7. Payments by way of EFT, credit card or cash deposit must be accompanied by the following reference: first letter of the first name, followed by the surname and the year (e.g. ASport2018) of the Client. In the event of group bookings, the reference must be: the group name and the year (e.g. Swallows2018).

4.2. Individual bookings

Sim Tours will accept individual bookings from Clients.

4.3. Group bookings

- 4.3.1. Sim Tours will accept group bookings of Tour Members represented by a single Client.
- 4.3.2. If a Client makes payment for multiple Tour Members:
 - 4.3.2.1. it is the responsibility of each Tour Member to confirm that a Tour Member's payment has been made to Sim Tours and Sim Tours will not be held responsible for any non-payment or default by a Client acting on behalf of multiple Tour Members;
 - 4.3.2.2. the Sim Tours will treat the payment date as the date of last payment of a scheduled payment as if the whole group had paid on that date, with every schedule payment due date;

4.3.2.3. the Client understands that in the event that any payment is made late , this may result in a late payment penalty and/or the loss of the Clients reserved space or spaces for its Tour Members on any tour.

4.4. In the event of any late payment, Sim Tours reserves its right to cancel the Client's tour or tour package with no refunds, change the tour itinerary and / or increase the price, and must inform the Client of such increase or change. Should the Client not accept any change or increase in writing, Sim Tours has a right to withdraw from this agreement as if the Client cancelled the tour.

5. PRICE INCREASE RISK

- 5.1. Quotation prices for any tour in terms of the Booking Form may increase due to currency fluctuations, increases in scheduled airfares, increases in hotel and accommodation rates, increases in government and airport taxes and levies, increases in Sim Tours fees, changes in other expenses, changes to the itinerary and/or any changes in the tour group size.
- 5.2. The initial quotation in the Booking Form provided to the Client is based on prices applicable on the date which the quotation is provided only.
- 5.3. Sim Tours will be under no obligation to disclose its costs for the tour or any additional services to the Client.
- 5.4. The Client will be liable to Sim Tours for any additional payments as a consequence of increased or additional costs which are the result of any fluctuations as set out in 5.1. above.
- 5.5. The Client will be notified in writing of any additional payments as a result of 5.1 above.
- 5.6. Any improvement of the exchange rate will be for the sole benefit of Sim Tours and any credits to the Client in lieu thereof will be discretionary in nature.
- 5.7. Sim Tours undertakes to pay the service suppliers as agreed between the Sim Tours and the service providers.
- 5.8. Sim Tours will allocate payments of the Client's money in such a way as it deems fit.
- 5.9. Sim Tours reserves the right to take the cost of its own overheads from any payment that Sim Tours sees fit.
- 5.10. All of the quoted amounts as set out in the quotation provided to the Client are only valid for the period stated in the Booking Form and the service providers reserve the right to increase their prices until final payment is received.

6. INCLUSIONS AND EXCLUSIONS

- 6.1. Only the products and services such as meals, excursions, transport etc, as specifically listed in the documents provided to the Client and signed by both parties will be included in the tour price or tour package.
- 6.2. All excluded items, as specifically listed or not listed will be payable over and above the quoted tour price.
- 6.3. The Client is obliged to consult Sim Tours on any uncertainty regarding the included and excluded items.

7. ALTERATIONS, CHANGES AND ADDITIONS BY THE CLIENT

- 7.1. In the event that the Client requests an alteration or change to the booking or tour or any condition of the agreement between the parties, the Client must immediately notify Sim Tours in writing of any request for alternation or change in which event:
- 7.1.1. Sim Tours will endeavour to accommodate the Clients' wishes;
 - 7.1.2. the Client will be liable for the payment of any costs or taxes incidental to any alterations or changes and will be liable to pay Sim Tours for any additional costs or taxes upon request by Sim Tours;
 - 7.1.3. Sim Tours is entitled to charge the Client an additional administration charge per individual Tour Member whose booking is changed in the event of such change or alteration to the booking;
 - 7.1.4. if the Client requests a change of dates or change in the number of or names of persons accompanying the tour and the requested change is not possible and / or alternative bookings cannot be agreed upon, and this then leads to the cancellation of the tour by the Client, Sim Tours will be entitled to keep or claim the total amount due as per clause 5 as pre-estimated damages.
 - 7.1.5. the Client acknowledges that airline tickets cannot be changed without payment of cancellation charges or the purchase of a replacement ticket. All of the costs incurred by Sim Tours for the change to airline tickets will be for the account of the Client and payable on demand Sim Tours within 7 (seven) days. This is also subject to an administration fee.
 - 7.1.6. Sim Tours will accommodate replacement name changes where possible, subject to the airline and /or service provider's rules, conditions, fares and subject to an administration fee.

8. CANCELLATION

- 8.1. In the event of cancellation of the booking and or tour by the Client or individual members, or in the event of the tour being cancelled for reasons beyond the control of Sim Tours, Sim Tours will be entitled to:
- 8.1.1. retain the deposit;
 - 8.1.2. Claim 50% (fifty percent) of the total tour cost if the tour is cancelled 4 (four) months to 6 (six) months prior to the date that the tour was supposed to commence;
 - 8.1.3. Claim 75% (seventy five percent) of the total tour cost if the tour is cancelled 3 (three) months to 2 (two) months prior to the date that the tour was supposed to commence;
 - 8.1.4. Claim 100% (one hundred percent) of the total cost if the tour is cancelled within 4 (weeks) weeks prior to the date upon which the tour was supposed to commence.
- 8.2. The Client acknowledges that third party services providers standard terms and conditions are not incorporated into these Terms and Conditions and that each service provider may have its own applicable cancellation and refund policies that will need to be adhered to.

- 8.3. Sim Tours will endeavour to recuperate any lost fees on the Clients behalf, however Sim Tours will not be responsible or liable for any losses suffered by the Client.
- 8.4. Airline tickets eligible for a refund are subject to delays of up to 8 (eight) weeks. Sim Tours will monitor refunds but is unable to refund any monies to a Client before receiving reimbursement from the relevant airline.
- 8.5. All cancellations will be subject to any third party suppliers' terms and conditions, copies of which will be made available to a Client, at his or her request.

9. CHANGE IN TOURING ITINERARIES, FIXTURES AND EXCURSIONS

- 9.1. The words "booking" or "reservation" refer to part or all of the travel arrangements and other linked services made on behalf of a Client with service providers for whom Sim Tours acts as an agent.
- 9.2. A booking made by Sim Tours constitutes a binding agreement between you and any service provider.
- 9.3. Reservations or bookings are provisionally reserved until such time as the details of the travellers are provided to Sim Tours and all deposits are paid in full.
- 9.4. Where possible, Sim Tours will endeavour to confirm the status of any booking in writing, but warrants that it may not always be able to do so. In the event that Sim Tours cannot provide written confirmation, the failure to provide such confirmation shall not negate the validity of the booking and shall not constitute an act of negligence by Sim Tours.
- 9.5. The initial itinerary as per the initial quote is based on services typically available and a hypothetical itinerary. No services will be pre-booked.
- 9.6. Sim Tours reserves the right to:
 - 9.6.1. Change the itinerary of the tour including the accommodation, transport, airlines, excursions or any other service to an alternative of the same standard as is deemed necessary in the circumstances;
 - 9.6.2. Charge the Client for any additional costs incurred due to such change if a more expensive or better standard of services has to be delivered, due to the unavailability of originally quoted standard services;
 - 9.6.3. Charge the Client for any additional costs which are the result of unscheduled extensions to any booking, including but not limited to delays caused by flight delay, bad weather, strike or any other cause that it beyond Sim Tour's control and the Client understands that expenses relating to unscheduled extensions will be for the Clients account.
- 9.7. The Client will be informed of such changes in clause 9 on written notice, as soon as it is practically possible to do so, failing to receive such notice shall not negate the provisions of this clause 9.
- 9.8. All services, fixtures and excursions are subject to availability at the time of the tour.
- 9.9. Fixtures can be cancelled by schools and/or clubs due to bad weather, lack of facilities or other commitments.
- 9.10. Excursions can be cancelled due to unavailability of services or increase in costs etc.

- 9.11. Hotel and accommodation arrangements are subject to alterations or cancellation at any time, without advanced warning or prior notice in circumstances that arise which are beyond Sim Tour's control.
- 9.12. The Client accepts that any such changes as listed above as well as others not contained herein are not in the control of Sim Tours and undertakes not to hold Sim Tours liable, in any way, for such changes.

10. CONDUCT

- 10.1. The conduct of the Tour Members and their representatives during the organising phase of the tour and during the tour itself is the responsibility of the Client.
- 10.2. Sim Tours reserves the right to immediately cancel the tour of any individual member of the group, or the whole group, or Client if during the organising phase or the tour itself, if any participant on the tour, parent/s or representative/s:
 - 10.2.1. threatens, verbally abuses or insults any of the Sim Tour's staff, support staff or any of the service providers or their staff;
 - 10.2.2. misbehaves to the extent that the supplied services or the organising thereof get interrupted;
 - 10.2.3. causes danger or bodily harm to anyone or damage to any property;
 - 10.2.4. contravenes the laws of a country visited on the tour or the country where the tour is organised or operates;
 - 10.2.5. does not co-operate with the tour organiser or Tour Leader and/or the representative tour operator or agent that Sim Tours contracted with as the service suppliers;
 - 10.2.6. commits a crime during the tour;
 - 10.2.7. persistently affects the enjoyment of the other members of the tour or their parents or their representatives of the Tour Leader, whether during the organising or on the tour.
- 10.3. In the event of any participant on the tour, parent or representative behaves in one or more ways as set out in 10.2 above Sim Tours reserves the right to cancel the Tour Member's participation on the tour and the Client will forfeit all money already paid to Sim Tours and will be liable for any costs incurred to terminate the tour and or to send any or all of the members of the tour back to the first departure airport.

11. TOUR LEADER

- 11.1. Sim Tours contracts with a Tour Leader on some occasions for travel, tour and tour packages.
- 11.2. The Tour Leader is not always an employee of Sim Tours and Sim Tours is not responsible for any claims against the Tour Leader, nor any claims against Sim Tours in lieu of the action of the Tour Leader.
- 11.3. The Tour Leader is hereby authorised by the Client to help control the participants' behaviour, liaise with service suppliers and to change the itinerary in his discretion, after consultation with the Client.

11.4. The Tour Leader is not a tour guide and his role is only to coordinate / oversee the arrangements and assist with crises.

11.5. The Tour Leader has no obligation to deliver any service and or to accept any instruction from any Tour Member.

12. LIMITED LIABILITY

Sim Tours and / or the Tour Leader will not be held liable for any loss, injury to, or death of any participant or participants or Client during the tour if such damage was caused by any Tour Member's neglect or unlawful action. Sim Tours will make every effort to ensure that all of the arrangements and services connected with a passengers itinerary will be carried out as specified in the most efficient and effective way possible. However, we do not have direct control over the provision of services by suppliers and, while they are in all cases selected with the utmost care, we do not accept liability for errors and omissions of such suppliers. Contacts which exist between Sim Tours and the suppliers shall constitute the sole contract between those parties and Client and any right of recourse the Client may have shall be between the Client and such service provider.

13. PASSPORTS AND HEALTH PRECAUTIONS

13.1. It is the responsibility of the Client and all members of the tour to make themselves aware of all regulations and requirements applicable to the passport, and health precautions.

13.2. It is entirely the Clients duty to ensure that all passports and VISAs are currently valid, obtained on time and that any vaccinations, inoculations, prophylactics and the like, where required have been obtained.

13.3. Should any of the Tour Members have any pre-existing medical or other conditions, this shall be disclosed to Sim Tours for the purposes of the safety of each member of the tour group as well as the tour group as whole.

13.4. Passports must be valid for 6 (six) months after return to South Africa.

13.5. Sim Tours will endeavour to assist the Client in meeting the regulations and requirements, however, such assistance will be at the discretion of Sim Tours and the Client acknowledges that Sim Tours assistance does not mean that Sim Tours assumes any obligation or liability and the Client indemnifies Sim Tours against any consequences of non-compliance or rejection of such application by the relevant authorities.

13.6. Should a Tour Member not be able to tour due to passport problems, the normal cancellation rules as per clause 8 apply.

14. VISA APPLICATIONS

14.1. Sim Tours can advise the Client about VISA applications.

14.2. Sim Tours reserves the right to refer the Client to the services of an agent to assist the Client with such VISA applications.

14.3. Sim Tours accepts no liability for any result from the interaction between the agent and the Client.

14.4. Sim Tours will not be responsible in any way for any losses to any party due to theft, loss of documentation while in Sim Tour's care or late documentation and the signatory hereto waives any claims against Sim Tours, on behalf of all parties involved in the tour.

- 14.5. It is the responsibility of the Client to ensure that all of the relevant documentation required by the embassy in question in order to submit the VISA application is submitted timeously and is complete.
- 14.6. The Client is responsible for providing the required identity photographs, according to the embassy's specifications, to the embassy.
- 14.7. It is the Clients responsibility to attend at the embassy at the time and date of the VISA appointment and to organise travel to and from the embassy.
- 14.8. Should the embassy require proof of issued airline tickets for the VISA application, Sim Tours will only provide the Client with the airline ticket for members of the tour, only after Sim Tours has received the final payment in terms of the payment schedule for the tour costs.
- 14.9. Sim Tours will not be liable to refund any tour money or any other payments made in terms of the payment schedule if a Tour Members VISA application is unsuccessful, whether this is due to the late or incomplete submission of documentation or the embassy declining the application for whatsoever reason.

15. INSURANCE

- 15.1. Sim Tours strongly advises that that travel insurance be taken out by the Client for members of the tour group and Sim Tours will endeavour to assist the Client with the above at the request of the Client.
- 15.2. Sim Tours will not be held liable or responsible if the Client fails to take adequate insurance cover or fails to make accurate and truthful disclosure necessary for the purposes of any such insurance cover, or required by any insurer or underwriter as the case may be.
- 15.3. Should the insurers dispute their liability under a contract of insurance effected for your benefit, for any reason, you will have recourse against the insurers only and Sim Tours does not accept liability whatsoever in relation thereto
- 15.4. Queries may only be addressed to the insurer and Sim Tours shall not in any way be held responsible for any and / or all information advanced by its staff in this regard.
- 15.5. The Client undertakes to familiarise itself with any insurance document prior to the expected date of travel.

16. BILLETING (HOME STAY) AND ACCOMMODATION

- 16.1. Billeting in this agreement will mean the use of a host schools or clubs which offered accommodation in residential dwellings for overnight purposes, if so agreed between Sim Tours and the representatives of the schools or clubs against which the members of the tour are competing.
- 16.2. Sim Tours reserves its rights to make use of billeting in organising its tours.
- 16.3. Sim Tours will endeavour to match the Tour Members with schools and clubs of high standing all over the world, but cannot guarantee that billeting will take place.
- 16.4. Sim Tours accepts no responsibility for claims of any nature, including loss by accident, injury or death that may occur as a result of billeting.
- 16.5. In the event that billeting cannot be arranged or gets cancelled on short notice, alternative accommodation by Sim Tours will be arranged and the Client will be responsible for any additional costs incurred as a result of alterative accommodation.

16.6. Sim Tours undertakes to ensure that suitable accommodation is secured before the commencement of the tour.

17. TRAINING CAMPS

17.1. Sim Tours, partnering with Sim Sport International will host training camps, that dates of which will be determined and published in the brochure.

17.2. Tour members are expected to attend all three training camps.

17.3. Training camps will be held in different cities across South Africa, on a successive Saturday and Sunday.

17.4. The Client will be liable for all costs involved in the transportation and accommodation of a Tour Member's for the duration of the training camp.

17.5. Sim Tours will provide the Tour Members with three meals a day per training camp.

17.6. Attendance at the training camps is compulsory for all Tour Members.

17.7. Tour Members must be dropped off at 08h00 at the start of the day and collected by no later than 17h00 at the end of the day.

17.8. Tour Members will not be allowed to leave the premises of the training camp unless accompanied by a parent or guardian.

17.9. Sim Tours and Sim Sport International will not be held liable for any loss, injury or death that may occur on the training camps.

18. FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions, we regret that Sim Tours cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or where the Client otherwise suffered any damage or loss as a result of "force majeure". In terms of this agreement, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may 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 out of our control.

19. JURISDICTION AND LEGAL

19.1. Sim Tours shall be entitled, at its option, to institute any legal proceedings arising out of or in connection with agreement between the Client and Sim Tours in any Magistrates' Court having jurisdiction in terms of section 29 of the Magistrates' Court Act 32 of 1944 as amended, notwithstanding that the amount in issue may be in excess of the limit of such jurisdiction, and the Client consents to the jurisdiction of the Magistrates' Court.

19.2. This document together with the Sim Tours Booking Form and Brochure 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 Sim Tours or otherwise that is not included herein. No addition to Sim Tour standard booking Terms and Conditions shall be in force or effect unless in writing and signed by or on behalf of each party.

19.3. All costs and disbursements, including legal costs on an attorney and client scale incurred by Sim Tours in recovering any damages and payments payable to Sim Tours shall be for the Client's account.

19.4. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.
