



# LEKA Travel Booking Terms and Conditions

LEKA Travel strives to be the leading personalised travel partner, known for exceptional service and seamless experiences. We envision a world where travel—whether for leisure or business—is stress-free and enjoyable. By acting as a personal travel agent and concierge, Karen ensures expertly curated trips that allow clients to focus on their journey while she handles the details.

LEKA Travel's mission is to provide expertly tailored travel solutions that simplify and enhance the travel experience for every client. Whether for corporate, leisure, or VIP travel, LEKA Travel ensures that each journey is carefully planned, worry-free, and full of unforgettable moments. We are committed to offering exceptional service, informed guidance, and a truly personalised experience for all our clients.



## We act as agent only

We/ I provide travel and travel related services through 3rd party service providers. When you make a booking with us/ me, you acknowledge and agree that we/ I act only as an agent for the third party service provider, which is solely responsible to provide you with the travel or service which you have booked.

By offering bookings for travel to a particular destination, we, our directors, employees or agents do not in any way represent or warrant that travel to such destination is advisable or without risk, and you agree that we will not be liable in any way for any damage, loss, death or injury that may result from your travel to such destinations. We (including our directors, employees and agents) will also not be liable for any loss, costs, damage, injury, illness, harm or death which you may suffer or incur as a result of any act or omission on the part of or the failure of the third party service provider to fulfil its obligations to you, whether in relation to travel services, travel arrangements, accommodation or in any other manner.

In the event of a third party service provider being unable to provide you with the product or service you have booked due to that third party service provider becoming insolvent or being placed under external administration, subject to your refund and remedy rights under the South African Consumer Law, we have no obligation to reimburse you for the cost of your booking, or for any loss or damage you may otherwise suffer as a result of any such insolvency or external administration.

## Prices & Payment

All prices for bookings advertised by us are subject to availability, and can be withdrawn or varied without notice to you. Advertised prices may be limited to travel within specified dates. We will confirm the correct price with you at the time of payment. Prices are subject to change until payment has been secured in full from you and payment made to the 3rd party supplier and confirmation received from the 3rd party for the service purchased or when confirmation of acceptance of the quotation has been received by you or by an authorised representative of corporate clients.



We may correct any pricing errors on our websites at any time. If a booking price contains an inadvertent and obvious error, we are not bound by it and will be entitled to correct the error in the displayed price. If a pricing correction affects your pending order, we will offer you the opportunity to keep your booking at the correct price, or we will cancel your pending order without penalty. We are under no obligation to honour a misquote and may correct the pricing prior to payment being taken.

All prices are quoted in South African Rand. We cannot be held liable for any increase to the quoted price, in the time it takes for payment of the booking to reflect in our account or for corporate clients to confirm their booking with valid payment.

If your booking is subject to a foreign exchange rate, the exchange rate on the day of the quotation provided to you will apply. Should the exchange rate have increased by the time that payment of your booking reflects our account, such increase will be for your account and payable in addition to the total price quoted. If the exchange rate has decreased by the time we receive payment, the difference, if any, will be reimbursed to you or used towards future travel arrangements. All quotations are subject to availability from third party service providers. Should the product range which you sought no longer be available, another product can be quoted on for you, at an updated price.

To confirm your travel arrangements you may be required to pay a deposit per person. Deposits may be non-refundable and non-transferable. We will advise you of the amount of the deposit and date for final payment at the time of your booking. Payment by deposit does not secure a price and is subject to the exchange rate of the booking. A price is secured once payment has been made in full by you or, in the case of corporate clients, they have confirmed their booking and payments have been received and we have booked and confirmed the service with the 3rd party supplier with payment. We will not proceed with any booking until payment reflects in our account.



Certain airfares and services (including some packaged airfares and services) are booked at especially competitive rates which may require payment in full at the time of booking and may be non-refundable. For online bookings, full payment is required at the time of purchase.

### We accept the following methods of payment:

- cash / direct deposit into the bank, credit and/or debit cards that allow for Travel purchases. When using a Credit card / debit card there may be other charges incurred by using this form of payment, this will be for the credit card users account and payable by them. You may in certain circumstances be able to make card payments directly on the third party service provider's website or secure link.

When making payments, you must promptly send us proof of payment. However, we cannot ensure that the third-party service provider adheres to all applicable laws and regulations regarding payments made directly to them, and such transactions may involve additional fees. If the travel, service, or product is no longer available, Leka Travel will seek a refund from the third-party service provider and will persist in following up until the funds are returned to you. Please note that I am not responsible for third-party payments; all funds paid to the third-party service provider will be refunded directly by them to you. When you make a payment by credit card, we serve as the merchant.

However, as we act solely as an agent for the third party service provider, we are required to transfer the funds received directly to the third party service provider.

We will liaise directly with the third party service provider in relation to any disputes regarding credit card payments;

- secure online payment by credit card (excluding Amex and Diner's cards) – "Electronic Customer Acceptance" (not available in the event of lowest price guarantee).
- We charge a service fee for bookings made online as well as any cancellation of bookings made online; -

Electronic fund transfer (EFT). EFT payments are not applicable to online bookings. If you are paying by this method you will need to request account details from the consultant handling your booking and make the payment at least three business



days prior to the actual due date for payment. You must notify the consultant of your payment once it has been made. We can only confirm your booking once the funds have reflected in our bank account;

- No Credit facilities will be given at any stage to any client all funds for travel must reflect in LEKA Travel's account before services / Travel arrangements will be confirmed.

We will communicate with you on your chosen email address and will send you an invoice on a once-off basis in relation to a booking made. You should be vigilant when using email and should maintain the appropriate level of cyber security in order to prevent fraud or the interception of emails. Should anything occur in relation to your booking which may appear suspicious or should you receive more than 1 (one) invoice, you should contact us immediately prior to making payment in order to verify payment details. We will not be liable for any payment or damages suffered by you arising from a cyber security breach, and you will remain liable to make payment of any amounts due to us for your booking.

## Frequent Flyer

The onus is on you when booking your travel to advise the consultant of any frequent flyer membership details relevant to your booking. This information should also be completed on all traveller profile forms.

In the event of an online booking, you should insert frequent flyer membership details in the space provided for inclusion in the booking.

We cannot guarantee that the relevant third party service provider will credit you with points for any booking and you should query your points balance and accrual with your third party service provider directly. We cannot confirm upgrade requests or guarantee an upgrade whereby a certain booking class is confirmed with the view of upgrading the ticket. Upgradable fare types are always subject to availability.



## Travel Documents

Travel documents include airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a third party service provider. Travel documents may be subject to certain conditions and restrictions including being non-refundable, non-date-changeable and subject to cancellation and amendment fees.

All airline tickets must be issued in the name of the passport/identity holder. It is your responsibility to ensure that your names (as per identity documentation and/or passports), identity and/or passport numbers, travel dates, times, departure, destination and routings as reflected on your travel documents, are correct.

An incorrect name on a booking may result in an inability to travel on that booking and the booking being cancelled. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. Your travel documents inclusive of itineraries and vouchers will be electronically shared with you prior to travel. It is important that you observe all airline check-in times and requirements (many airlines allow you to check-in online within certain timeframes.) If for any reason you do not receive your travel documentation, please let us know so that we can supply this to you well in advance of your departure.

## Confirming travel & schedule changes

You should confirm scheduled travel times at least 24 (twenty-four) hours prior to departure by (i) Completing an online check in, (ii) Downloading the applicable division's mobile app and ensuring that push notifications are activated, and (iii) Confirming scheduled travel times with your travel expert, account manager or with the third party service provider directly.



## Cancellation or changes

We must be notified of all cancellations or changes in writing prior to departure. Certain bookings may be non-refundable and you will be liable for cancellation penalties or date change penalties should you wish to change or cancel your booking, in accordance with the third party service provider's cancellation policy and/or fare rules. We will only be able to provide you with the remedy provided by the third party service provider (if any).

We do not accept any liability or costs incurred that may result from any cancellations and/or changes which you require to your booking.

Refunds, if applicable, will only be made to the person named on the booking payment receipt, unless otherwise agreed upon in writing by all travellers listed on a booking. All refunds will be made in the same manner in which the payment was made (i.e. payment via credit card, refund onto the same credit card etc). If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges from your travel insurer, however that will have to be arranged by you directly with the insurer.

Travel bookings are non-transferable and name changes are not permitted. You will forfeit the fare if you do not fly or do not notify the airline or your travel expert of your intention not to travel, prior to your scheduled departure. In some cases there may be a time limit imposed before departure for the notification to be sent, this needs to be adhered to. Tickets must be travelled on in the sequence they are booked, if not, the ticket will be forfeited.

## Refunds

All refunds are subject to the cancellation policy of the relevant third party service provider. We will not provide a refund to you until we receive the funds from the third party service provider. In the event that the third party service provider is able to provide a refund, you will be required to complete and submit a refund consent form, provided by us. All refunds will be made in the same manner in which the payment was made (i.e. payment via credit card, refund onto the same credit card etc).



We will charge a reasonable service fee for any cancellations and/or refunds processed, except in instances where the cancellation and/or refund is in lieu of death, hospitalisation and illness as per the Consumer Protection Act, (proof of circumstance will be requested).

We will endeavour to process all refunds within a reasonable time frame. As regards airline ticket refunds, please note that such tickets may take a minimum of 12 (twelve) weeks to be processed, due to upgrades, downgrades, schedule changes, reissued tickets and expired tickets. All refunds must be processed within the ticket's validity, thereafter the ticket will be deemed as non-refundable.

Any refund amounts received from a refund application will be retained by us for a period of 12 (twelve) months, subject to the following (i) we will make every reasonable effort to contact you and to advise of the refund amount received (ii) should all attempts to reach you be unsuccessful within the 12 (twelve) month period of the refund amount being received, the refund amount will be forfeited by you.

## Impossibility of performance

In certain circumstances beyond the reasonable control of any of the parties, it may be necessary to cancel your travel due to an event which makes it impossible. This includes, but is not limited to: strikes, terrorism, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, pandemic or epidemic outbreak, confiscation or destruction or requisition by order of any government or any public authority or any other act of state, including prevention or denial of trade, sanctions or closure of borders, denial of the use or unavailability of any railway, port, airport, shipping service or other means of public transport, acts of God and any similar event beyond the reasonable control of the parties.





If any party is prevented from or delayed in performing any of its obligations by circumstances beyond its control as set out above, then it must notify the other parties in writing of the nature and expected duration of such circumstances and of the obligation, performance of which is delayed or prevented. The party subject to the event rendering performance impossible, will be excused from performance or punctual performance, as the case may be, of its obligations, for so long as the circumstances or prevention or delay may continue.

The agent in this case can only act in accordance with the information / instruction given by the third party and can not be held liable for any expenses due to these circumstances.

## Travel Insurance

We/ I strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. It is your responsibility to ensure that you have valid travel insurance that covers and is appropriate for your needs. We will not be responsible or liable if you fail to take adequate insurance cover at all. For assistance in obtaining travel insurance, please call a consultant at Leka Travel, who will facilitate the issuing of your Travel Insurance.

## COVID-19 (Coronavirus) Guidance

We/ I recommend that you contact the Department of Health or visit their website at <http://www.health.gov.za/> as well as the South African Covid Portal on <https://sacoronavirus.co.za/> for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit.

In addition you should familiarise yourself with airline requirements around passenger safety, including the requirement for face masks and the need to produce evidence meeting airline and border control requirements in relation to a negative COVID-19 test both for transit and final destination passengers. This information is subject to change without notice so we recommend you update



yourself in relation to the relevant airline and government policies for your transit and final destination at each of (i) the time of booking, (ii) as you approach your travel date, and (iii) immediately before travel.

You acknowledge that you are choosing to travel at a time where you may be exposed to the Coronavirus. It is your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks. You acknowledge that your decision to travel is made based on your own consideration of this information, and you acknowledge and agree that you are aware of, and assume responsibility for the risks associated with travelling at this time. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

## Passports, Visas and Health

A valid passport is required for all passengers, including infants, when travelling internationally. Passports must be valid for at least six months after the date of intended return and must have a minimum of two blank pages. It is your responsibility to ensure compliance with the immigration law of all countries visited on your itinerary.

It is your responsibility to ensure that you have all the required supporting documentation or visas if you are a South African permanent resident or if you have become a citizen of a country by naturalisation.

Identification is required for all passengers travelling domestically, including infants. A South African identity document, Smart ID card or driver's licence (not always accepted for airline check in) is required for check in. Infants and minors are required to produce a birth certificate or equivalent document at the time of check in. Most airlines require that the traveller presents the card utilised to make payment for the reservation upon check in at the Airport.

Visas are required for South African passport holders to travel to most destinations. More than one visa may be required and it is important to check that you hold the required visas for your travel, not only for the final destination, but also for all



transits, stopovers, port entries, border crossings and ocean border crossings. You hereby acknowledge and agree that we will not be liable for any claims or costs for which you are liable, associated with entry being denied into a country, visa requirements that change without forewarning, travel bans, travel restrictions or denial into a country as a result of incorrect visas, insufficient supporting documentation, internal security matters, customs or home affairs related matters. We further cannot be held liable for any claims related to working visas, student visas or residency permits.

We source visa information from various Travel sources and cannot be held responsible for any incorrect visa information obtained from these third-party tool. The processing time for visa applications varies and may take between a minimum of 5 Business Days and up to 30 Business days. Delays in the processing of visas may occur for motivated circumstances, delays in supporting documentation being submitted or during peak season periods. In some cases, a visa may only be released by the embassy or processing centre 24 hours prior to departure or on the day of departure. It is highly recommended that you allow sufficient time for your visa application to be processed.

It is your responsibility to check health requirements and recommended precautions relevant to your travel, including but not limited to ensuring that all necessary vaccination documentation is presented. We recommend that you consult your local doctor, travel medical service or specialist vaccination clinic before commencing travel. Most vaccinations need to be administered prior to travel to be considered effective.

## Travelling with Children

The Department of Home Affairs has issued requirements in respect of all South African children under the age of 18 (eighteen) years old who travel internationally in and out of South Africa. All Children regardless of nationality are required to travel with unabridged birth certificates, or the newer South African passports that have parent's details at the back of the passport. The ages of children and infants travelling must relate to the dates of travel. There are additional requirements if the child is travelling with only one parent, with neither biological parent, or unaccompanied. Failure to provide this information on check in will result in passengers being denied



boarding. Please refer to the Department of Home Affairs website for information on minors travelling internationally <http://www.dha.gov.za/>.

## Car rental

The person listed as the driver of the vehicle must present a South African driver's licence (and an international driver's licence when renting a car overseas) upon collection of a domestic car rental and must also have a valid credit card to present at the time of collection. The driver of the vehicle must have a valid credit card when collecting the car rental. There will be a deposit debited from the credit card when first making the car hire booking. It is always suggested that the highest insurance option for car hire be taken, and should there be any costs arising from the car hire rental the cost is for the drivers account.

## Special Requirements

You should liaise with your travel consultant regarding any special requirements for travel including but not limited to: seating, meals, bassinets, room location or any other special requests. Special requirements and requests are not guaranteed by us, and must be confirmed by the third party service provider. We may submit special requests on your behalf, however, we are not responsible for confirming and/or guaranteeing these requests.

Your preferred choice of aeroplane seating may be requested prior to your departure, however the airline and/or third party service provider reserves the right to amend your seating plan up until the time of departure. Seating has become an extra service that airlines charge for and should you want a specific seat you will need to purchase this before departure. Seating costs and terms and conditions vary from airline to airline. If payment for seating is made, and changes occur the seating will be lost. Once seating is purchased it is non refundable and non changeable.

Your travel itinerary will indicate the luggage allowances for your trip. Some airlines or low cost carriers include a zero luggage allowance and may charge a fee per bag. Please ensure you familiarise yourself with the luggage allowance requirements for your entire trip.



## Single Discretionary Allowance

In accordance with the South African Exchange Control Regulations, you confirm that you are aware that the single discretionary allowance limit is R 1,000,000.00 for adults and a travel allowance limit of R 200,000.00 for children under the age of 18 (eighteen) years old, per calendar year, and that the booking you make with us will not exceed your single discretionary allowance.

## Tax

You will be liable for any additional taxes levied by the relevant country or city visited including amongst others local city tax or departure tax. However, some countries may charge additional departure, hotel or other taxes that must be paid locally. We suggest that you retain sufficient local currency to meet these charges. It is your responsibility to declare any personal items with the South African Revenue Services prior to departure.

## On Leka Travel's Social media

You agree that your use of our social media pages which include but are not limited to Facebook pages, Instagram, Twitter, Tik Tok, Telegram accounts, will not be defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasive of anyone's privacy, or otherwise contain objectionable comments and/or content. We do not tolerate any form of discrimination on grounds of race, sex, religion, nationality, disability, religion or belief, sexual orientation, being a transsexual person, or age.

We reserve the right to remove any comment, thread or content without prior warning to you. We also reserve the right to bring legal proceedings against any individual for a breach of these rules or law generally, or take such other action as we reasonably deem appropriate.



## Feedback

If you are dissatisfied with me/ us or your travel booking, you must submit your complaint to me/ us on email, within ninety six hours of returning from your travel, in order for me/ us to investigate the complaint efficiently and to ensure that we are provided with a fair opportunity to rectify the situation and mitigate any losses or damage. Any and all third party claims must be made directly with the Third Party Service Provider of the travel product supplied. Stolen or lost luggage must be reported to the airline prior to leaving the airport.

We value your feedback. If you have a compliment, complaint or wish to share your experience with us, please contact customer care at: [karen@lekatravel.co.za](mailto:karen@lekatravel.co.za).

## Privacy Policy

I/ We are committed to protecting your personal information and will process your personal information in accordance with our Privacy Policy, available on request. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using, disclosing and otherwise processing your personal information as detailed in our Privacy Policy.

In particular, we and our third party service providers may disclose your personal information, and you hereby consent to such disclosure as required by the Protection of Personal Information Act No.4 of 2014, to third parties that are directly connected with facilitating your travel arrangements and bookings and the provision of travel service and products. For example, we may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements. Furthermore, you agree that we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers with whom you seek to make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is managed or based.



We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside the Republic of South Africa. Generally, we will only disclose your personal information to these overseas recipients in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf.

Where we disclose your personal information to a third party overseas recipient, you agree that the recipient may be located in a country with laws that do not protect personal information as stringently as those of the Republic of South Africa.

You acknowledge that we deal with thousands of travel service providers around the world (some of which are very small operations or are located in countries with laws, and/or in regions with technology, which may not be as advanced as those existing in the Republic of South Africa). Therefore, where your requested travel arrangements require that your personal information be sent to an overseas recipient (other than any of our overseas related entities), you agree that this is at your risk and we will not be liable or accountable for how those recipients handle your personal information.

We encourage you to review the privacy policies of any third party service provider whose services we arrange on your behalf. If you have any objections to your personal information being disclosed to an overseas recipient, please let us know. We at all times retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. We may disclose aggregated information on an anonymous basis and without disclosing any of your personal information, about users and use statistics relating to the site and aggregated information about our sales and trading patterns to others.



## General

In the event that we have to engage attorneys to enforce any of our rights under the booking terms or otherwise, you will be liable for our legal fees on an attorney and own client scale.

The law of South Africa will apply to any dispute between the parties arising from these booking terms. The parties agree, consent and submit to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg or any successor thereof, having jurisdiction to adjudicate and determine any suit, action or proceeding which may arise in respect of these booking terms, however nothing contained in these booking terms will prevent us from approaching any other High Court of South Africa having jurisdiction for relief, as may be determined by us at our discretion, from time to time.

These booking terms constitute the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

No amendment, cancellation or waiver of any term or right referred to in these booking terms shall be valid or binding unless reduced to writing and signed by both you and a duly authorised representative of us.

No relaxation or indulgence which we may grant you shall constitute a waiver of our rights and shall not preclude us from exercising any rights which may have arisen in the past or which might arise in future.

All intellectual property owned by me/ us shall remain our sole and exclusive property.

The parties choose their address in the address clause of the Booking Form as its legal address for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from these booking terms.





Any notice shall be given in writing and delivered to the legal address of the party concerned. Written notice given in a correctly addressed envelope, delivered by hand to the chosen address of the Party during ordinary business hours shall be deemed to have been received on the day of delivery. Notice may be given by electronic means if delivered to the e-mail address specified by either party. Such electronic notice shall be deemed to have been given on the day following the electronic delivery of such notice. Either party may notify the other Party in writing of any changes to its chosen address.

If any provision of these booking terms is held to be unlawful or unenforceable, such provision shall be deemed separate and divisible from and shall in no way affect or impair the validity or enforceability of, the remaining provisions.

## Acceptance

You accept these booking terms by either agreeing to them electronically, signing the Booking Form to which these terms are attached, or by making a payment against an invoice for your travel arrangements. Upon booking, you will receive a confirmation invoice for your travel. By accepting these terms, you confirm that you are at least 18 years old and that you fully understand and possess the legal capacity to agree to them. Your choice to make travel arrangements through our services is entirely voluntary and not made under any pressure. Please note that these booking terms and conditions were last updated on June 17, 2021.

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