

*We seek for the adventure that makes us professionals!*

## South Africa Cricket Academy Tour 2019 - Cape Town Tour

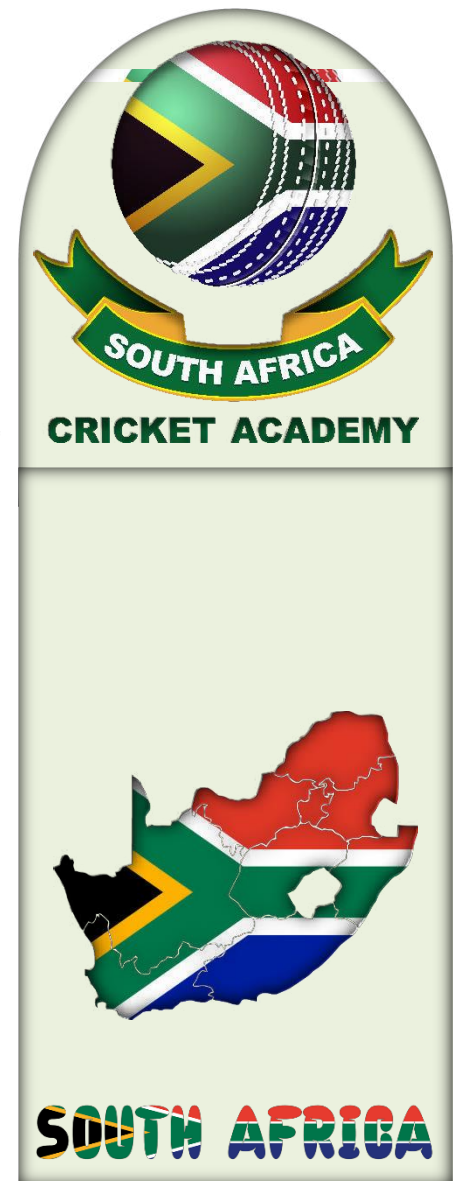
Thank you for your initial interest in your son/daughter being part of the SA Cricket Academy Tour 2019. I am delighted to announce that there is a large amount of interest in the tour. The purpose of this letter is to highlight potential payment plans for the trip, as well as information of the required deposit for the trip. Dates of the trip are 12-16 December 2019 (during the Christmas Holidays). Please be aware that this list and cost is subject to change, a little more or less as we await confirmation and updated of all costs, but it does give an indication of our commitments.

Age Groups: Under 5-9, U11, U13 & U17

The estimated cost of the trip is R8900 and this includes:

- Flights and bus transfer from the airport.
- 5 days of cricket games different venues, fixtures against Local sides.
- Breakfast, packed lunches and evening meals provided.
- Trip to Robin Ireland and or other similar destinations.
- Return bus transfer to the airport.

The deposit for the trip is R4500 and is to be paid by 01 June 2019. Any payments made towards the trip are non-refundable. If your son/daughter changes their mind about coming on the trip no money will be refunded. After the deposit has been paid further payments will be due by the first of September. May you please confirm with the coach or contact: 0609000625  
Email: [info@sacricquetacademy.co.za](mailto:info@sacricquetacademy.co.za)



SOUTH AFRICA CRICKET ACADEMY Cape Town Tour 12<sup>th</sup> to 16<sup>th</sup> December 2019

I would like my son/daughter ..... To be considered for a place on the Tour.

Terms and Conditions





# SOUTH AFRICA CRICKET ACADEMY TOUR TERMS AND CONDITIONS

Your agreement with us includes these Terms and Conditions. Please acknowledge that you accept the terms and conditions by completing the form and clicking in the box on the booking form you wish to submit. You do not have to sign if you accept online.

It is better to accept the contract online when you register, but if you wish you can print this page and email to [admin@sacriccketacademy.co.za](mailto:admin@sacriccketacademy.co.za).

## TERMS AND CONDITIONS AGREEMENT

### 1. CONTRACT

By making any payment towards the tour, you reserve a place for your child on tour and acknowledge that you accept Travel and Sport's terms and conditions.

### 2. CONTRACT

This is a legally binding contract between the Academy and the Client whereby the Academy undertakes to deliver certain travel arrangements to the client or his nominee, and the client undertakes to pay the Academy for such services at the price listed by the Academy.

### 3. EFFECTIVE DATE

This agreement will be effective from the date upon which:

- a. the Booking Registration Form has been completed online by the client and received by the Academy;
- b. and/or the Contract Agreement has been downloaded from the Travel and Sport website;
- c. and/or the deposit has been paid by the client and received by the Academy;
- d. and/or the contract has been digitally signed by the client;

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

### 4. ONLY CONTRACT

This contract, and the referred to quote, and amendments written and signed by both parties, are the only documents constituting the terms of services and payments. Only excursions, meals, matches etc as described in such documents will be provided. Any other undertakings of arrangements, services, meals etc not included in the documents will not constitute part of the services deliverable at the quoted price and will be deemed as alterations, changes and additions by the client as per paragraph 6.

### 5. PAYMENTS

Payments, as per the payment schedule, must be made to the Academy's bank account free of bank charges such as cash deposit fees and credit card charges.

Payments must be made by the client in cash, by cheque or bank transfer, and proof of payment, properly referenced, must be sent by e-mail to the address of the Academy immediately after payment. Cheque payments will be treated as payments from the date the cheque is cleared and can take as long as 10 days. No cashback on sponsorships money paid direct into the Academy account for any form

## 6. PRICE INCREASE RISK

Quoted prices for a tour as per Booking Form and Contract Agreement may increase because of currency fluctuations, increases in scheduled airfares, increases in hotel rates, increases in government and airport levies and taxes, increases in the Academy fees, changes in other expenses, change in itinerary.

- a. The Academy will be under no obligation to disclose its costs for the tour or additional services to the client.
- b. The client will be responsible to pay the Academy for any increase or additional costs as a result of the above fluctuations on receipt of written notice.
- c. The Academy undertakes to pay the service suppliers as agreed with service suppliers, and allocate payments of clients' money in such a way it deems fit.
- d. Airline quotes are only valid for 2 weeks and the airlines reserve the right to increase fares until full payment is received.

## 7. INCLUSIONS AND EXCLUSIONS

Only services such as meals, excursions, transport etc. specifically listed under INCLUSIONS in the accepted quote/online itinerary will be included in the tour price. All exclusions specifically listed or not listed will be payable on top of quoted tour price.

## 8. ALTERATIONS, CHANGES AND ADDITIONS BY THE CLIENT

In the event of the client requesting an alteration or change to the booking or tour or any term or condition of this agreement the client must immediately notify the Academy in writing of the alteration or change in which event

- a. the Academy will endeavor to accommodate the client's wishes and;
- b. the client will be liable for payment of any costs incidental to the alteration or change and will be responsible to pay over such additional costs on request of the Academy.

If a client requests a change of dates or change in the number 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, the Academy will be entitled to keep or claim the total amount due as per clause 6 as pre-estimated damages.

Airline tickets cannot be changed without payment of cancellation charges or the purchase of a replacement ticket. All costs incurred by the Academy for a change to airline tickets will be for account of the client and payable on request of the Academy.

## 9. CANCELLATION COSTS

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 because of reasons beyond the control of the Academy the Academy will be entitled to:

- a. retain the deposit
- b. claim 50% (Fifty Percent) of the total tour cost if the tour is cancelled 20 (twenty) weeks to 16 (sixteen) weeks prior to the date that the tour was supposed to commence;
- c. claim 75% (Seventy Five Percent) of the total costs for the tour if the tour is cancelled 15 (fifteen) to 6 (six) weeks prior to the date that the tour was supposed to commence.

d. claim 100% (One Hundred Percent) of the total costs if the tour is cancelled within 5 (five) weeks prior to the date upon which the tour was supposed to commence.

## 10. CHANGE IN TOURING ITINERARIES, FIXTURES AND EXCURSIONS

The initial itinerary as per the initial quote is based on services typically available and a hypothetical itinerary. No services have been booked. The Academy reserves the right to:-

a. Change the itinerary of the tour including accommodation, transport or any other service to an alternative of the same standard.

b. Charge the client for any additional costs incurred due to such change if a better standard of services has to be delivered, due to unavailability of originally quoted standard services.

The client will be informed of such changes. All services, fixtures and excursions are subject to availability at the time of the tour. Excursions can be cancelled due to unavailability of services or increase in costs etc. The client accepts that such changes are not in the control of the Academy and undertakes not to keep the Academy liable for such changes in any way.

## 11. CONDUCT

The conduct of the participants on the tour is the responsibility of the client.

a. The Academy will have the right to immediately cancel the tour of any individual member of the group if, during the organising phase and duration of the tour, any participant on the tour, or the client:

I. Misbehaves to the extent that the supplied services get interrupted

II. Causes insult, threats, danger or bodily harm to anyone or damage to any property

III. Contravenes the laws of a country visited on the tour.

IV. Does not co-operate with the Coaches, Tour Organiser and/or Tour Leader and/or the representative tour operator/agent that contracted with the service suppliers.

V. Commits a crime during the tour;

VI. Persistently affects the enjoyment of the other members of the tour or the Tour Leader for which a written declaration under oath will suffice;

b. and the client will forfeit all monies already paid to the Academy and will be liable to pay any costs incurred to terminate the tour and/or send any or all of the tour members back to the first departure airport.

## 12. LIABILITY

Neither the Academy nor the tour leader will be liable for any loss, injury to, or death of any of the participants or client during the tour if such damage was caused by any tour member's neglect or unlawful action. The extent of damages claimed from the Academy will be reduced by the amount that would reasonably have been payable by travel insurance and insurance covering service suppliers, whether such insurance is in place or not.

The client undertakes to inform the Academy of any possible claims against the Academy in writing by means of any two of email or registered letter to the Academy's registered address within 14 days of becoming aware of such loss or event that can lead to a claim against the Academy. The Client accepts that if the Academy is not so informed within this period the Client

forfeits any right to a claim and releases the Academy from any responsibility for any action or event leading to a claim.

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

### 13. PASSPORTS AND HEALTH PRECAUTIONS

It is the responsibility of all members of the tour to make themselves aware of all regulations and requirements applicable to passports and health precautions and the client undertakes to inform and advise the members of the tour accordingly. If a tour member cannot tour due to passport problems, normal cancellation rules will apply.

### 14. INSURANCE

The Academy will issue travel insurance for the group and will charge the applicable market related rates for such.

### 15. LATE PAYMENTS

In the event of late payments the Academy has the right to change the tour itinerary, increase the price, and must inform the client of such increase or change. If the Client does accept the change or increase in writing the Academy has the right to withdraw from this agreement as if the Client cancelled the tour

### 16. VISA APPLICATIONS

The Academy can try to give advice with Visa applications. Please call the office for more detail.

### 18. INDIVIDUALLY ISSUED AIRLINE TICKETS

Tickets of members not issued in the group will have to be issued individually at a later stage with the effect of additional costs of R500.00 (Five Hundred Rand) per ticket issued and additional costs if the airline increases the airfare of such ticket.>

### 19. BAGGAGE ALLOWANCE

The client acknowledges that the client is aware that different airlines have different baggage weight allowance, that airlines don't allow extra weight for sporting equipment, that airlines mostly don't allow spreading of baggage allowance between members of the group and that there is a fee payable for excess luggage.

As airline baggage weight rules are sometimes ambiguous the client undertakes to confirm the applicable baggage allowance rules with the airlines directly shortly before departure. The Academy accepts no responsibility for excess baggage at any time.

### 20. FLIGHT CONNECTIONS AND DELAYS

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

### 21. CREDIT CARD PAYMENTS AND ONLINE PAYMENTS

In line with industry practice, the Academy has introduced a surcharge for services paid by credit cards or debit cards and online transactions. These transactions typically incur a cost of 3% to 4% and it will be deducted from the funds paid to the Academy.

## 22. ONLINE DECLARATION OF UNDERSTANDING AND ACCEPTANCE

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

a. answering "YES" to the question on the registration 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 stipulated therein and subject yourself thereto."

b. And/or digitally signing this form

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

## 23. PRINTED DECLARATION OF UNDERSTANDING, ACCEPTANCE AND SIGNATURE

Only needed when an online action as stipulated in 22. above was not taken.