

Terms & Conditions

Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between you and Mir Visa Travel. We act as booking agents for the flights, lodgings, and activities chosen by our client, and as such, these bookings will form a direct contract between you and the relevant supplier, and will be subject to that supplier's standard terms and conditions.

1) Bookings

Bookings, save for late bookings as referred to hereunder, are confirmed on the condition that a non-refundable deposit, of a minimum of 50% of the total price together with full payment, is paid to Mir Visa Travel within 24 hours of confirmation of your bookings. Airline reservation payment must be made at the time of booking. You will be advised at the time of booking what payment is required for your particular arrangements. The balance of the cost of your travel arrangements must be paid no less than six weeks prior to departure. If your booking is made within 6 weeks of departure, the total cost of your travel arrangements must be paid at the time of booking. Please note that **ALL RISE TO PAY ON TIME WILL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING WITH NO REFUND OF DEPOSIT**

2) Price Changes

a) The costs associated with travel arrangements are not always stable, and currency movements can fluctuate sharply. It is impossible to predict these movements in advance. When you book a travel through us, we reserve the right to pass on any surcharges to you. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel and security charges, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates applied to the particular package.

b) Airfares are subject to the prices and conditions quoted by the particular airlines and cannot be guaranteed by Mir Visa Travel.

c) Should the client make a group reservation & subsequently the group numbers change, Mir Visa Travel reserves the right to recalculate the price and charge a fee for itinerary change. Should any client refuse to accept and pay the itinerary change fee, it may result in cancellation of the booking and forfeiture of all payments made.

3) Methods of Payment

Mir Visa Travel accepts payment only through PayFast payment portal. PayFast payments can be made by the client using either credit card or EFT.

4) Insurance

It is strongly advised that all clients take out adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. Mir Visa Travel will not be responsible or liable if the client fails to take adequate insurance cover or at all. It shall not be obligatory upon Mir Visa Travel to effect insurance. Should the insurers dispute their liability for any reason, the client will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the client will be issued with a policy document of the insurer. It is a complex document, which must be read before departure so that you can address any queries you may have to the insurer before departure.

5) Flight and Other Travel Timings

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of passengers to check-in on time. There is no guarantee that flights, ferries, ships, trains, or coaches will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not accept any liability for any delay, however arising, or for any schedule alterations.

6) Flight Reconfirmation

It is your responsibility to ensure that you confirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys once leaving South Africa and Mir Visa Travel hereby specifically excludes any liability for any delay and/or loss as a result of your failure to reconfirm any flight and/or connecting flight.

7) Documents

a) Documents (roussiers, itineraries, etc.) are only prepared on receipt of full payment and will be ready 24 hours after payment has been received. Your travel facilitator will arrange a pick up or drop off time for these documents.

b) Should you require your documents and air tickets to be forwarded to yourself, this may be arranged by your agent with us. However, the courier costs in respect thereof will be for your own account.

c) It is important that you check all details of your travel documents (including your itinerary) before leaving South Africa. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact Mir Visa Travel immediately. Mir Visa Travel will not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof and you have left South Africa.

8) Unscheduled Extensions

In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes, or any other cause which is beyond the control of Mir Visa Travel, it is understood that the expenses relating to these unscheduled extensions (hotel accommodation etc.) will be for the account of the passenger. Mir Visa Travel accepts no liability for changes, omissions, or delays before or during the course of any holiday occasioned by technical difficulties, weather conditions, strikes or communication breakdowns or the like.

9) Changes by You

a) If you wish to make a change to your booking we will endeavour to assist you to make the change wherever this is possible. You will have to pay all charges, whatever kind, imposed by the suppliers providing that component part of your travel arrangements when amending a booking any time prior to departure. Fees will be required at the time of amendment.

b) After departure it is understood that extra expenses incurred as a result of any change will be for the passenger's account, and any unused service will not be refunded.

c) Amendments and cancellations en route must be made with our operators directly.

10) Cancellation by You

a) If you wish to cancel your booking you must advise your travel facilitator immediately. You will be liable to pay the following cancellation charges:

1) Where your booking includes a special fare, the airline levies the relevant charges. In some circumstances this may be 100% of the total fare, regardless of when cancellation is affected.

2) Where your booking is for a package, you will be responsible for all cancellation charges, of whatever nature, imposed by the suppliers providing the component parts of such travel arrangements.

3) Mir Visa Travel charges a cancellation fee equal to 10% of the package price on any finalised booking. However, Mir Visa Travel reserves the right to charge a cancellation fee of up to 100% of the total package, in its sole discretion, in particular circumstances. Any monies, which you have already paid to us, will be taken by us as payment or part payment of any cancellation charges.

11) Our Right to Change Your Travel Arrangements

a) A significant change to your travel arrangements would include a change in the departure date from South Africa, where the flight times are changed by more than 12 hours or a change to a lower standard of accommodation to that which is booked. In these instances of significant changes to your travel arrangements Mir Visa Travel undertakes to advise you thereof as soon as reasonably possible before your departure date to obtain your further instructions in this regard.

b) All other changes are minor changes. A minor change can be made at any time and, if practicable, we will advise you of any such change prior to departure but we are not obliged to do so. Such minor changes may be made by Mir Visa Travel, in its discretion, who will not be responsible or liable for the payment of compensation to you as a result of such minor changes.

c) Every effort is made by Mir Visa Travel to adhere to confirmed itineraries. However, we reserve the right to make changes to your travel arrangements when it becomes necessary to do so.

d) Should any travel component be confirmed by Mir Visa Travel and this component is cancelled by the supplier for whatever reason, then in such instances Mir Visa Travel will accept no liability for the cancellation thereof.

e) Mir Visa Travel reserves the right to cancel a prior to departure due to insufficient numbers or

other unforeseen circumstances.

12) Airline Refund Procedures

a) Refund policies of the various airlines vary greatly. Tickets returned to Mir Visa Travel will be presented to the relevant airline for assessment. Should a refund be authorised, such refund will be made to you, less any cancellation or administration charges.

c) Partly used tickets will be refunded at less than the pro rata rate on the face value of such ticket.

d) Refunds may take up to 12 weeks to process although this time frame cannot be guaranteed by Mir Visa Travel.

e) Unused tickets may not be eligible for refund by the airline

13) Complaints

a) In the event that you have any reason to complain, or experience any problems with your holiday whilst away, you must immediately inform the supplier of the services in question.

b) If you are still dissatisfied, you must notify Mir Visa Travel immediately to enable us to resolve the problem. Failure to give us the opportunity to resolve any problem at the time it occurs may result in either a reduction, or complete extinction, of any rights which you may have to claim compensation.

c) If you remain dissatisfied, contact the Managing Director within 20 days of the unsatisfactory service, giving your booking reference and full details of your complaint on email: admin@mirvisa.com

d) Whilst every effort will be made to resolve your complaint to your satisfaction, it is specifically recorded that Mir Visa Travel in no way accepts liability for any claim.

14) Passports, Visas and Health

It is entirely the client's duty to ensure that all passports & visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, where required, have been obtained. Passports must be valid for 6 months after return to South Africa. Please check the requirements with your travel agent before travelling.

Mir Visa Travel will endeavour to assist the client, but such assistance will be at Mir Visa Travel's discretion and the client acknowledges that doing so does not constitute Mir Visa Travel assuming any obligation or liability and the client indemnifies Mir Visa Travel against any consequences of non-compliance. It is the client's duty to familiarise him/herself with the inherent dangers of air and mental and/or physical condition required for the proposed travel arrangements. The client must confirm that the details supplied to Mir Visa Travel mirror those details shown on their passport for international travel and ID documents for local travel.

15) General Information

a) Taxes: Mir Visa Travel will advise you of all mandatory taxes, which you may need before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when you confirm your flight details.

b) Special requests: We can pass on any special requests that you may wish to make at the time of booking, but acceptance of such requests is at the discretion of the airline or other supplier and in no circumstances, are special requests guaranteed. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your confirmation invoice, or any other documentation, is not confirmation that the request will be met.

c) Medical Problems: If you or any member of your party has any medical problem or disability which may affect your holiday, you need to give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation. We reserve the right to cancel the reservation should we become aware of any such medical problem or disability which has not been disclosed.

d) Renovations: Hotels undergo renovations from time to time and take all possible steps to limit disruption to their guests. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work, dates may be provided. It is important to remember that these are subject to change, and we are not always notified.

e) Charges to your credit card: Any charges made to your credit card whilst away are your responsibility. Mir Visa Travel has not had any personal contact with your credit card or banking details and will not be responsible, nor accept responsibility for having these charges reversed or corrected upon return to South Africa.

f) Drivers Licence: Even if you have obtained an international drivers licence, please take your national driver's licence with you.

g) Confidentiality: Subject to statutory constraints or compliance with an order of court, Mir Visa Travel undertakes to deal with all client information of a personal nature on a strictly confidential basis.

16) Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage or loss, as a result of "force majeure". In these Booking Conditions, "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 outside our control.

17) Responsibility and Limitation of Liability

Mir Visa Travel act as agents only for local and international ground operators and airlines and accordingly accept no liability whatsoever for any loss, damage, injury, accident, delay, or any other irregularity whatsoever arising. Mir Visa Travel makes every effort to ensure that all its arrangements and services connected with a passenger's 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, whilst they are in all cases selected with the utmost care, we do not accept liability for errors or omissions of such suppliers. Client's travel with such suppliers (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the supplier and the client and any right of recourse the client may have, will be solely against the supplier.

18) Legal

This document together with Mir Visa Travel's standard booking form and invoice / itinerary 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. Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Mir Visa Travel or otherwise that is not included herein. In addition to the Mir Visa Travel standard booking conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties. All costs and disbursements, including the costs of the attorney and client scale incurred by Mir Visa Travel in recovering any damages and payments payable by the passenger to Mir Visa Travel shall be for the passengers' account. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa. The passenger hereby consents to the jurisdiction of the courts of the Republic of South Africa over its person in respect of all proceedings in connection with this agreement.

19) The Client and Authorised

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read, and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as the "Client")

20) Visas

Any visual, whether it be a video, a photograph, or an illustration, used by Mir Visa Travel are copyrighted and are therefore not to be used or replicated in any way without prior consent by us or the supplier. Some visuals have been enhanced for effect.



MIR VISA TRAVEL
We Open the World to You

18 – 30 March 2019

Join us in Havana for a 10-days cultural trip

from
Single R36000 / Sharing R32000

Included: Return Flight, Accomodation B&B, Visa,
Airport Transfer in Havana, Havana Vintage Car Tour
To book extra: salsa lessons and variety of excursions

for Terms and Conditions please visit our site
www.mirvisa.com