



Terms and Conditions of Business

1. Contract

1.1 A binding contract between the Client and Ski With Gail shall be established only upon receipt by Ski With Gail of a signed booking form, indemnity form, and confirmation, along with any additional information requested.

1.2 The Client acknowledges and agrees to be bound by these Terms and Conditions, as well as the terms and conditions of the relevant suppliers, which may limit or exclude liability.

1.3 The Client guarantees that they possess the authority to accept these Terms and Conditions on behalf of all members of their party and assumes responsibility for all payments due from each party member.

1.4 The Client is responsible for ensuring that all information provided by Ski With Gail or its employees or suppliers is communicated to all members of their party.

2. Special Requests

2.1 Any special requests must be specified by the Client at the time of booking.

2.2 Ski With Gail will endeavour to accommodate such requests but does not guarantee fulfilment, as these are subject to the discretion of the suppliers upon arrival.

3. Deposits

3.1 A non-refundable deposit is required at the time of booking, the amount of which will be advised at the time of quotation.

3.2 Certain suppliers may require up to 100% pre-payment, which will be communicated at the time of booking.

4. Final Payment

4.1 All reservations must be prepaid, with final payment due eight weeks prior to departure unless otherwise stipulated by specific suppliers.

4.2 Failure to remit final payment by the due date will result in cancellation of reservations, forfeiture of the deposit, and may incur cancellation costs.

4.3 Interest at 5% above the current prime bank overdraft rate may be charged on overdue amounts.

5. Reservations and Payment

5.1 Payments are due upon confirmation of the booking.

5.2 A non-refundable, non-transferable deposit of 30% of the total land price is required at the time of reservation.

5.3 The balance of the tour price must be paid no later than eight weeks prior to departure.

5.4 Ski With Gail reserves the right to cancel reservations if full payment is not received by the due date, resulting in forfeiture of the deposit.

5.5 Prices for land arrangements are guaranteed only upon receipt of full payment, except in cases of changes beyond Ski With Gail's control, such as government taxes or exchange rate fluctuations.

6. Cancellation and Curtailment

6.1 All deposits are non-refundable and non-transferable.

6.2 Cancellation fees are as follows:

- Prior to departure: Forfeiture of deposit.
- Within 8 to 4 weeks of departure: Forfeiture of deposit plus 40% of the total tour cost.
- Within 4 to 2 weeks of departure: Forfeiture of deposit plus 50% of the total tour cost.
- Within 2 weeks of departure: Forfeiture of 100% of the total tour cost.

7. Refund Procedures

7.1 Refund policies vary by supplier. Refunds for land components will be subject to the supplier's assessment.

7.2 Ski With Gail cannot confirm the final refund amount until authorized by the supplier.

7.3 Refunds, once received from the supplier, will be returned to the Client, less any cancellation or administration charges incurred by Ski With Gail.

7.4 Processing refunds may take up to four weeks, but this timeframe is not guaranteed.

8. Force Majeure

8.1 Ski With Gail shall not be liable for any failure or delay in performing its contractual obligations due to events of force majeure.

8.2 Force majeure includes, but is not limited to, war, riots, civil strife, terrorist activity, industrial disputes, natural disasters, adverse weather conditions, epidemics, and other events beyond Ski With Gail's control.

9. Costs

9.1 Package pricing is based on two adults sharing a room unless otherwise specified. Supplements may apply for single travellers.

9.2 Ski With Gail reserves the right to amend prices prior to booking due to changes in tariffs or exchange rates.

9.3 Taxes levied abroad may apply and are payable locally. Ski With Gail will endeavour to inform the Client of such taxes but cannot guarantee the amount.

9.4 Price fluctuations due to exchange rates or other factors may be charged to the Client's account until full payment is received.

10. Possible Changes

10.1 Ski With Gail and its service providers reserve the right to cancel reservations prior to departure, in which case the full payment will be refunded without further obligation.

10.2 Package durations may be extended or curtailed due to unforeseen changes in transportation schedules, with resultant expenses borne by the Client.

11. Travel Documents

11.1 The Client is responsible for ensuring possession of correct travel documentation prior to departure.

11.2 Ski With Gail shall not be liable for any issues arising from the Client's failure to produce required documentation, including booking confirmations, passports, or proof of payment.

12. Insurance

12.1 Ski With Gail shall not be liable for any loss, damage, personal health issues, or other eventualities arising during or resulting from the Client's holiday.

12.2 Clients are strongly advised to obtain adequate holiday insurance covering cancellation, medical expenses, loss of baggage, curtailment, and default at the time of booking.

13. Assistance

13.1 Ski With Gail will provide prompt assistance to Clients experiencing difficulties during their holiday, provided the Client communicates the issue in writing or similar form at the earliest opportunity.

14. Responsibility and Liability

14.1 Ski With Gail shall not be liable for injury, death, loss, damage, accident, delay, or inconvenience during any journey, tour, or facility arranged by Ski With Gail or its suppliers.

14.2 Any additional expenses due to delays, changes, or cancellations of services, strikes, sickness, theft, war, weather, or other causes shall be borne by the Client.

14.3 Ski With Gail does not accept liability for errors or omissions by suppliers or for changes in hotel facilities or features.

15. Visa/Passport Information

15.1 Clients are responsible for ensuring compliance with visa, passport, and health requirements for their destination.

15.2 Ski With Gail shall not be liable for any consequences arising from the Client's failure to meet these requirements.

16. Interpretation, Law, and Jurisdiction

16.1 This agreement is governed by South African law.

16.2 Both parties consent to the jurisdiction of the appropriate Magistrate's Court for any legal action arising from these Terms and Conditions.

16.3 No variation or extension of this agreement shall be valid unless agreed upon in writing by both parties.

17. Confidentiality

17.1 Ski With Gail undertakes to handle all personal information provided by the Client with strict confidentiality, subject to statutory requirements or court orders.

This document constitutes the full and final agreement between the parties.