# **TERMS & CONDITIONS**

Xpress Travel Solutions (Pty) Ltd Registration No. 2025/273634/07

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# **Acceptance of our Terms & Conditions**

By engaging with Xpress Travel Solutions, whether through inquiries, bookings, or any other use of our services, you acknowledge that you have read, understood, and agreed to our Terms and Conditions.

These terms are binding and govern your relationship with Xpress Travel Solutions. If you do not accept any part of the terms outlined below, please refrain from using our services.

### Terms and Conditions - General Notice

These Terms and Conditions govern the use of all services provided by Xpress Travel Solutions, including but not limited to flight bookings, hotel bookings, cruise bookings, travel packages, visa services, shuttle services, travel eSIMs, and travel guides.

By accessing, registering for, or using any service provided by Xpress Travel Solutions, either directly or through affiliated platforms, you confirm that you have read, understood, and agreed to be bound by these Terms and Conditions.

These Terms and Conditions form a legally binding agreement between you (the client) and Xpress Travel Solutions (Pty) Ltd, and apply to all services unless stated otherwise in a separate written agreement. If you do not agree to any of the terms outlined below, you are advised to discontinue the use of our platform and its services.

## **Company Disclaimer**

Xpress Travel Solutions operates solely as a facilitation and advisory service provider.

We do not issue visas, operate airlines or cruise lines, own accommodation establishments, or provide telecommunications or transport services directly.

Our role is limited to assisting clients with the preparation, booking, and coordination of services offered by third-party providers such as embassies, airlines, hotels, cruise operators, shuttle companies, and eSIM suppliers.

All final decisions regarding approvals, confirmations, bookings, or service outcomes rest entirely with the relevant third-party providers.

Xpress Travel Solutions shall not be held responsible for any delays, denials, cancellations, or changes made by these external parties.

By using our services, you acknowledge and accept that Xpress Travel Solutions acts as an intermediary and not as the end service provider.

## **Use of False or Misleading Documentation**

Xpress Travel Solutions has a strict zero-tolerance policy for the submission of false, misleading, or fraudulent information. This includes, but is not limited to, identity documents, financial records, travel history, employment or academic details, or any supporting documentation required for bookings, visa applications, or related services.

By using our services, you agree that:

- You are fully responsible for ensuring the accuracy and authenticity of all documents and information provided to us.
- Xpress Travel Solutions reserves the right to suspend or terminate services immediately if any form of dishonesty or document falsification is identified.
- We reserve the right to report fraudulent submissions to the relevant embassies, immigration authorities, legal entities, or third-party service providers involved.
- Consequences of fraudulent submissions may include visa refusal, travel bans, legal action, and blacklisting both locally and internationally.

## **Travelling with minors**

In accordance with South African immigration regulations, children under the age of 18 who are South African citizens must meet specific documentation requirements when entering or departing South Africa.

These requirements differ depending on whether the child is travelling with both parents, one parent, a guardian, or unaccompanied. Failure to provide the necessary documents may result in denied boarding, travel delays, or complications at immigration checkpoints.

It is the responsibility of the parent or guardian to ensure that all travel documentation is complete and up to date. For the most current requirements, please consult the Department of Home Affairs website: <a href="https://www.dha.gov.za">www.dha.gov.za</a>

### Use of our social media and its content

By interacting with Xpress Travel Solutions on any of our official social media platforms, including but not limited to Facebook, Instagram, TikTok, Threads, LinkedIn, and X (formerly Twitter), you agree to engage respectfully and in accordance with the law.

You may not post, share, or engage in any behaviour that is:

- Defamatory, unlawful, obscene, or offensive
- Hateful, abusive, inflammatory, or threatening
- Invasive of any person's privacy
- Discriminatory on the grounds of race, sex, nationality, disability, religion or belief, sexual orientation, gender identity, being a transgender person, or age
- Harassing, spammy, or intended to incite harm or disrupt community standards

Xpress Travel Solutions reserves the right to:

- Remove any comment, post, or interaction that violates these terms, without prior notice
- Restrict or block access to our pages or content
- Report serious or repeated violations to relevant platforms or authorities
- Take legal action against individuals who breach these terms or applicable laws

We are committed to maintaining a safe and welcoming environment across all of our platforms.

## Single discretionary allowance

In line with the South African Exchange Control Regulations, you acknowledge that the annual single discretionary allowance limit is R1,000,000.00 per adult and R200,000.00 per child under the age of 18. This allowance includes all foreign exchange transactions, such as taking cash out of South Africa or making international payments.

By proceeding with a booking through Xpress Travel Solutions, you confirm that your transaction does not exceed your available discretionary allowance for the current calendar year. You also accept responsibility for ensuring that any payment made for your booking complies with the applicable exchange control rules.

# **Important Travel Documentation Notice**

Before travelling, whether domestically or internationally, it is essential that you ensure all required travel documents are valid and readily available.

This includes (but is not limited to):

- A valid passport
- Applicable visas for your destination(s)
- Flight and accommodation confirmations
- Proof of vaccination or other health documents (if required)
- Unabridged birth certificates and supporting documents when travelling with minors internationally

Failure to present the necessary documentation may result in denied boarding, entry refusal, or delays at border control. It is the traveller's responsibility to research, verify, and comply with the entry and transit requirements of all countries included in their journey.

Xpress Travel Solutions strongly recommends checking your documentation well in advance of travel. If you are unsure about any requirements, please consult the relevant authorities or consular services directly.

## **Competitions and Promotions**

**Eligibility**: Competitions are open to South African residents aged 18 and older unless otherwise stated. Employees of Xpress Travel Solutions and their immediate families are not eligible to enter.

**Entry Requirements**: All entry requirements, including following social media accounts, tagging, and sharing content, must be completed in full for entries to be valid.

**Prizes**: Prizes are not transferable, exchangeable, or redeemable for cash. Xpress Travel Solutions reserves the right to substitute the prize with one of equivalent value if necessary.

**Voucher Usage**: Travel vouchers may only be redeemed through Xpress Travel Solutions and may be used toward eligible services such as flights, hotel bookings, visa fees, or travel insurance, as specified.

**Minimum Spend Requirement**: Winners will need to spend a minimum of three times the value of the voucher to qualify for the discount. For example, if a voucher worth R10,000 is awarded, the total booking must be at least R30,000 in order to redeem the full value of the voucher.

**Voucher Validity**: Vouchers won are valid for a period of 12 months from the date that a winner has been announced publicly.

**Winner Selection**: Winners will be selected at random and announced on the same platform where the competition was hosted. Xpress Travel Solutions' decision is final and no correspondence will be entered into.

**Rights & Publicity**: By entering, participants grant Xpress Travel Solutions the right to publish their name and/or image for promotional purposes related to the competition, without additional compensation.

**Disqualification**: Xpress Travel Solutions reserves the right to disqualify any entrant who violates the competition rules or attempts to manipulate the entry process.

**Changes & Cancellations**: Xpress Travel Solutions reserves the right to modify, suspend, or cancel the competition at any time without notice due to unforeseen circumstances.

**Running Dates**: Competition running dates may vary, and each campaign may have its own start and end period, as communicated on our social media or promotional material.

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### 1. Visa Services

#### 1.1 Service Overview

Xpress Travel Solutions provides administrative assistance with visa applications for tourism, business, study, and other travel purposes. Our service includes guidance, document support, appointment scheduling where applicable, and assistance with preparing forms and submissions. We do not issue visas and have no influence over the decisions made by embassies, consulates, visa centres, or immigration authorities.

#### 1.2 Client Responsibility

Clients are responsible for providing accurate, complete, and truthful information and documents. Any errors, omissions, or incorrect details may result in delays or refusals. Clients must disclose prior visa refusals, immigration issues, or criminal records.

#### 1.3 Fees and Payments

Visa service fees charged by Xpress Travel Solutions are separate from embassy, biometric, courier, and medical fees. All service fees are payable upfront and are non-refundable, regardless of the outcome of the application.

#### 1.4 No Guarantee of Approval

Visa approvals, processing times, and entry authorisations are solely determined by the issuing authority. Xpress Travel Solutions cannot guarantee approval.

#### 1.5 Processing Times

Processing times may vary due to embassy workload, public holidays, seasonal demand, or additional administrative checks. Xpress Travel Solutions is not responsible for delays caused by third parties.

#### 1.6 Document Handling and Requirements

Original documents remain the property of the client. Copies may be kept temporarily for administrative purposes. Clients may request the deletion of digital records once the service is complete.

### 1.7 Limitation of Liability

Xpress Travel Solutions is not liable for visa denials, delays, missed travel dates, losses resulting from incorrect documentation, or decisions made by embassies.

#### 1.8 Refund Policy

All visa service fees are non-refundable under all circumstances.

#### 1.9 Data Protection and Privacy

All personal data is processed in line with POPIA and stored securely.

# 2. Flight Bookings

#### 2.1 Service Overview

Xpress Travel Solutions assists clients by sourcing and arranging flights based on travel dates, preferences, and budget. We act as an intermediary and do not operate any airline or control airline policies.

#### 2.2 Booking Accuracy and Responsibility

Clients must ensure that all passenger names and travel details provided are accurate. Corrections after ticketing may incur airline penalties or be impossible to change.

#### 2.3 Prices and Availability

Flight prices are subject to change based on airline availability, exchange rates, and fare class restrictions. Quotes are only valid at the time they are provided.

#### 2.4 Payments and Confirmation

Full payment is required before a ticket can be issued. Clients will receive an airline-issued confirmation and itinerary through Xpress Travel Solutions.

#### 2.5 Changes, Cancellations and Refunds

All amendments or cancellations are subject to airline rules, and fees may apply. Refund approval and processing are determined by the airline.

#### 2.6 Limitation of Liability

Xpress Travel Solutions is not liable for flight delays, cancellations, lost luggage, missed connections, or changes imposed by the airline.

#### 2.7 Client Responsibilities

Clients must meet airline check-in, baggage, identity, visa, and health requirements.

### 2.8 Data Protection and Privacy

Personal information is processed in accordance with POPIA.

# 3. Hotel Bookings

#### 3.1 Service Overview

Xpress Travel Solutions assists clients with sourcing suitable hotels based on budget, preferences, and travel requirements. We do not own or operate any accommodation facilities.

### 3.2 Booking Accuracy and Responsibility

Clients must provide correct travel dates and guest information. Errors may result in penalties or booking failure.

#### 3.3 Prices and Availability

Hotel rates are subject to availability, seasonal demand, and provider conditions. Prices may change at any time before confirmation.

#### 3.4 Payments and Confirmation

A booking is only confirmed once full payment is made and a confirmation has been received from the accommodation provider.

#### 3.5 Changes, Cancellations and Refunds

Policies vary by hotel. Refunds are determined solely by the accommodation provider.

#### 3.6 Limitation of Liability

Xpress Travel Solutions is not responsible for hotel service quality, amenities, overbookings, changes, or cancellations made by the provider.

#### 3.7 Client Responsibilities

Clients must comply with hotel rules, check-in procedures, identification requirements, and local regulations.

#### 3.8 Data Protection and Privacy

Personal data is handled in accordance with POPIA.

# 4. Cruise Bookings

#### 4.1 Service Overview

Xpress Travel Solutions assists clients in sourcing cruise options, itineraries, cabins, and pricing from various cruise lines. We do not operate cruise ships or control their policies.

#### 4.2 Pricing and Availability

Cruise fares fluctuate based on seasons, demand, cabin category, and cruise line promotions.

#### 4.3 Booking and Payment Process

Full payment or a deposit may be required depending on the cruise line. Confirmation is only final once the cruise provider issues a booking reference.

#### 4.4 Third-Party Cruise Line Policies

All bookings are subject to the cruise line's terms, including cancellation, onboard rules, documentation requirements, and health regulations.

#### 4.5 Changes, Cancellations and Refunds

Cruise lines determine all refund and amendment eligibility. Fees may apply.

### 4.6 Limitation of Liability

Xpress Travel Solutions is not responsible for itinerary changes, weather disruptions, port cancellations, or cruise operational decisions.

#### 4.7 Client Responsibilities

Clients must meet cruise line requirements for identification, visas, vaccinations, and check-in.

#### 4.8 Data Protection and Privacy

Client data is processed according to POPIA.

## 5. Travel Packages

#### 5.1 Service Overview

Xpress Travel Solutions offers bundled travel packages that may include flights, accommodation, activities, transfers, eSIMs, travel guides, and other services as specified.

#### 5.2 Package Inclusions and Exclusions

All inclusions are clearly listed in each package. Anything not listed is excluded.

### **5.3 Booking Process**

Once clients confirm interest, Xpress Travel Solutions secures all components of the package and issues a consolidated confirmation.

#### 5.4 Pricing and Availability

Prices depend on availability at the time of booking and may change before confirmation.

#### 5.5 Payments and Confirmation

A deposit or full payment may be required depending on package components. Bookings are only secure once all suppliers confirm availability.

#### 5.6 Changes, Cancellations and Refunds

Each element of the package is subject to the policies of the respective provider.

#### 5.7 Limitation of Liability

Xpress Travel Solutions is not liable for third-party performance, delays, cancellations, or interruptions.

#### 5.8 Client Responsibilities

Clients must provide accurate information and ensure they meet travel requirements.

#### 5.9 Data Protection and Privacy

Handled in compliance with POPIA.

## 6. Shuttle Services

#### 6.1 Service Overview

Xpress Travel Solutions offers shuttle bookings in partnership with transport providers such as EZ Shuttle. We do not operate vehicles or employ drivers.

#### 6.2 Booking Requirements

Clients must provide accurate pickup details, times, and passenger information.

### 6.3 Pricing and Payment

Prices are determined by the shuttle provider. Payment is required before confirmation.

### 6.4 Changes and Cancellations

All changes are subject to the shuttle provider's policies.

### 6.5 Liability and Transport Delays

Xpress Travel Solutions is not responsible for traffic delays, missed flights, breakdowns, or issues caused by the shuttle operator.

#### 6.6 Luggage and Capacity

Clients must adhere to luggage limits and safety rules set by the shuttle provider.

#### 6.7 Client Responsibilities

Clients must be ready at the agreed collection point and meet timing requirements.

#### 6.8 Data Protection and Privacy

All data is processed in line with POPIA.

## 7. Travel eSIMs

#### 7.1 Service Overview

Xpress Travel Solutions provides digital eSIMs in partnership with Holafly. We act as a reseller and do not control network infrastructure.

#### 7.2 Compatibility and Installation

Clients are responsible for confirming device compatibility before purchase.

### 7.3 Pricing and Payment

Prices depend on destination and data allowance.

#### 7.4 Usage Guidelines and Limitations

Data speeds, coverage, and performance vary by location and network providers.

#### 7.5 No Guarantee of Signal or Coverage Abroad

Network quality cannot be guaranteed at all times or in all regions.

#### 7.6 Support and Troubleshooting

We assist with installation support, but technical issues may require contacting the eSIM provider.

#### 7.7 Limitation of Liability

Xpress Travel Solutions is not liable for connectivity issues, slow speeds, or roaming discrepancies.

#### 7.8 Data Protection and Privacy

All data is stored securely in line with POPIA.

## 8. Travel Guides

#### 8.1 Service Overview

Xpress Travel Solutions provides digital or printed travel guides containing advice, recommendations, and destination insights.

#### 8.2 Customisation and Limitations

Guides may be tailored, but they remain general and informational and do not guarantee any specific travel experience.

### 8.3 Usage Guidelines

Guides are for personal use only and must not be reproduced or distributed without permission.

### 8.4 Intellectual Property Rights

All travel guides remain the property of Xpress Travel Solutions.

#### 8.5 No Liability for Travel Interruptions

Xpress Travel Solutions is not responsible for changes to travel conditions, closures, or inaccurate information caused by third parties.

#### 8.6 Data Protection and Privacy

Client information for customised guides is processed in accordance with POPIA.