



**THE LUXURY LIFESTYLE NETWORK (Pty) Ltd.**

**DEALZILLA (Pty) Ltd.**

EMAIL: [INFO@DEALZILLA.CO.ZA](mailto:INFO@DEALZILLA.CO.ZA)

REG No 2015 / 140986 / 07 , REG No 2015 / 151693 / 07

## **Dealzilla (Pty) Ltd Customer Terms and Conditions of Engagement**

### **Application**

Dealzilla (Pty) Ltd look forward to making your dreams come true on your next holiday.

We will act as your booking agent for all your travel requirements where we are engaged, by yourself (The Client) to do so in writing.

These terms and conditions constitute the full "Agreement" and contains all legally binding expectations placed on us through the purchasing of any travel related services we offer. This agreement further outlines your obligations as a customer to us when purchasing any travel related products through us. The terms "we", "us" and "our" refer to Dealzilla (Pty) Ltd. The term "you" refers to the customer/client, booking and paying for any singular, party or group reservation through us or otherwise using our paid for services.

### **The Client and Authority**

Any person(s) wishing to utilise the services and products offered by Dealzilla (Pty) Ltd, indicates their acceptance of the conditions of sale by either signing of this document, paying an invoice in full or in part by form of a deposit payment (part (%) of invoiced rate) prior to the conclusion of any transaction with Dealzilla. Upon doing so you warrant that the parties have READ, UNDERSTOOD AND ACCEPTED the Conditions on behalf of the person/party in whose name the ultimate reservation or booking is made (collectively referred to as 'the Client(s)'). No booking will be made without the prescribed above acceptance.

Your acceptance of this contract as indicated above will deem you to have or been given the prerequisite authority to make and hold such booking.

### **Documentation**

Our general practice is to send documents to our customers electronically whenever possible. We reserve the right to charge an administration fee should you make a request for such documents to be sent as a hard copy.

### **Deposits, Payment and liabilities.**

Any deposits or full payment paid by you or paid into our nominated bank account, by you or on your behalf, in full or towards your invoiced amount is non-refundable. Payment in full or payment of the provided deposit amount, in writing, enables us to hold a reservation for you at a guaranteed price should there not be any amendments to your travel program as quoted and invoiced. Costs incurred for changes in travel arrangements will be for your account in full and any such changes will only be made once the full quoted amount has been paid for. Once travel has been confirmed, by depositing funds, written communication or any other verifiable means, no responsibility or liability will be accepted for changes that are made after this time. No changes or refunds will be made for any bookings or travel arrangements due to disappointment regarding any choices that you, the client, have accepted prior to departure without full payment being received for such changes. This relates to any form of accommodation, purchases, travel, food and entertainment of any description. The responsibility is on you the client to ensure you are satisfied and are happy with your choices as would be stated within your invoice before payments are made. We will not be held liable in any way shape or form for any type of loss or damage related to incidences of unrest, terrorism, theft, accident, loss of life, loss of property of any description. We insist that you the client takes out insurance for these areas of concern.



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Should you the client not take insurance we cannot be held liable for this in any way as we have expressly communicated the need for adequate insurance whilst traveling.

Reservation codes and numbers will in some cases only be available between 2-4 weeks prior to travel date. We will advise you of the date that full payment is required. Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding Suppliers.

In the event of Dealzilla entering into a payment arrangement with its customer, Dealzilla reserves the right to cancel the said agreement should the customer default on the payment schedule 90 days prior to travel.

Any refunds are at the sole discretion of Dealzilla however refunds of any sort are in no way guaranteed, as discussed above.

All funds payable to Dealzilla (Pty) Ltd by a client towards their travel program or its (client) third party thereof needs to be paid into the Dealzilla (Pty) Ltd business account which is held at First National Bank a registered FSP financial services provider under the name of Dealzilla (Pty) Ltd. Under no circumstances unless instructed otherwise by a Dealzilla (Pty) Ltd director in writing (signed) on a Dealzilla (Pty) Ltd letterhead is a client to pay funds intended to the above account into any other bank account unless nominated with reasons by a Dealzilla (Pty) Ltd director.

### ***Dealzilla (Pty) Ltd Nominated Banking Details***

First National Bank

Dealzilla

62525014809

256-755

Northgate

### **Refunds**

Deposits are not refundable as your deposits are used to secure your seat on the airline carrier as well as accommodation at your designated hotel.

Accommodation and flights are not transferable in any way shape or form and swapping out of any travel arrangements once travel has commenced will only be entertained when full payment is made by you for the charges incurred by such changes.

All changes whilst traveling are subject to a 15% Levey on the quoted price due to the "Rush" nature of the change. Additional packages and excursions will be considered once your travel has commenced only once full payment is received for such additions. These additions will be made at a non-discounted rate and no liability will be accepted in any way shape or form for material lose due to such changes.



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Such changes cannot be guaranteed and as such are at risk. Should flights be compromised by such changes any additional costs for these travel arrangements will be for your cost. We accept no liability should flights or any other forms of transport be missed due to changes in schedule or any other reason what so ever. Dealzilla (Pty) Ltd offers a full and comprehensive travel insurance policy which is quoted and facilitated by Dealzilla (Pty) Ltd travel insurance partner Bidvest Insurance Group. This policy will cover Dealzilla (Pty) Ltd clients for a number of unforeseen circumstances that could hinder or delay the travel program purchased. Should you not choose to take up the Dealzilla (Pty) Ltd client travel insurance policy please ensure that you chose a provider that will cover you for the unforeseen. Should you not wish to take up any form of insurance we will not be liable for any loss incurred due to negligence on your part to forsake this important part of the travel experience.

## **Cancellations**

In the event of the Client cancelling the Booking, Dealzilla (Pty) Ltd shall have the RIGHT TO EITHER CLAIM the full amount of, or retain an amount of the Payment and claim reasonable damages suffered by Dealzilla (Pty) Ltd,

## **Insurance**

Travel insurance is a vital part of your arrangements. All Dealzilla (Pty) Ltd holiday packages do not come fully inclusive of comprehensive travel insurance. However all inclusive insurance, which is to provide security and provision to Dealzilla (Pty) Ltd clients, can be purchased at a market related rate. Dealzilla (Pty) Ltd client comprehensive cover and schedule is managed and underwritten by the Bidvest Insurance Group, a business partner of Dealzilla (Pty) Ltd. Your comprehensive travel insurance (Should you wish to purchase insurance through us) is issued at a market related cost to the Dealzilla (Pty) Ltd client.

## **Forex**

All rates quoted in (ZAR) are subject to change according to the ROE activities. Invoiced rates are subject to change according to the ROE activities until date of payment.

## **Payment Arrangments & Forex Risk Management**

Split monthly payments will be invoiced in \$USD of the ZAR quoted equivalent. Split monthly Invoices should be paid in the ZAR equivalent of the invoiced \$USD amount at the company's bank's (First National Bank) \$USD selling rate at the time of payment. Payment to be made in \$USD as reflected on this invoice should you be outside of South Africa not trading in South African ZAR



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## **Passports, Visas & Health**

Prior to booking international travel, we recommend that you review any web sites and advisories applicable to your destinations. Certain destinations have risk advisories and it is important to familiarise your self with up to date information prior to departure.

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. Your travel documents are valuable and should be safeguarded at all times. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

It is ENTIRELY THE CLIENT'S RESPONSIBILITY to ensure that all passports and visas are current, valid, obtained on time, have sufficient blank pages, will be valid for six months after return to their home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. The Client is STRONGLY ADVISED to check the relevant requirements before travelling.

Certain parts covered by the Client's itinerary may be areas where there is a HIGH-RISK of malaria and other tropical diseases. It is ENTIRELY THE CLIENT'S RESPONSIBILITY to check if any parts of their itinerary fall in high-risk areas and the Client is STRONGLY ADVISED to take the necessary precautions in this regard and hence we recommend that the Client checks with their medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon arrival at any tropical or sub-tropical destination. If this has not been done prior to departure, it is imperative to do so upon return.

## **Obligations**

Dealzilla (Pty) Ltd is legally obligated to ensure that its client receives full delivery of services and products invoiced and paid for by its client. Dealzilla (Pty) Ltd is also obligated to ensure that every client has the option to undertake its travel insurance policy offered by its travel insurance partner.

The client warrants that all payments will be made 90 days prior to travel and that all information has been provided honestly and without omission so as not to delay the travel or payment for travel.

The client further warrants that Dealzilla is in no way responsible for any loss or damage prior to, during, or after the travel mandate has been concluded.

Any changes are to be communicated in writing and the client acknowledges that such changes will be for their sole account. Should the required changes not be possible the client understands that payment still needs to be made in full once bookings have commenced.

## **Customer Confirmation of Understanding**

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Date

Customer Full Name

Customer Signature