

Booking Terms & Conditions

Thompsons Holidays is unable to guarantee that the information relating to pricing, itineraries and availability will remain unchanged after publication on this website.

Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between you and Thompsons. Please take note that we act as booking agents for the various suppliers of the component parts of the holiday which we organise, and as such, bookings for their services will form a direct contract between you and the relevant supplier and will be subject to that respective supplier's standard terms and conditions. A copy of the Terms and Conditions are available upon request.

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 25% of the total land price together with full payment in respect of the airfare, is paid to Thompsons within 72 hours of confirmation of your bookings. Please note in respect of domestic bookings payment of the airfare must be made within 24 hours of confirmation of your booking failing which the airline will automatically cancel such booking. You will be advised at the time of booking what payment is required for your particular travel 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: FAILURE TO PAY ON TIME WILL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING

2) Price Changes

a) The costs associated with the travel arrangements are not always stable, and currency movements can fluctuate. It is impossible to predict these movements in advance.
When you book travel arrangements through us, we reserve the right to pass on any fluctuations and surcharges. 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 travel arrangements.

b) Peak season surcharges and block out dates may apply.

c) Airfares are subject to the prices and conditions quoted by the particular airlines and cannot be guaranteed by Thompsons. The onus is on the agent & the passenger to check that there have been no changes in these prices before making final payment thereof.

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d) Should the client make a group reservation and subsequently the group numbers deviate from the minimum number required for the booking, Thompsons reserves the right to re-cost the price and raise a surcharge. Should any client refuse to accept and pay such surcharge, it may result in cancellation of the booking.

3) Methods of Payment

a) Credit Cards: payment may be made using Visa or Mastercard only via our secure online Virtual Card Services (VCS) payment portals. The links to the portal is: Visa or Mastercard - https://www.vcs.co.za/vvonline/ccpay.asp?p1=1866&p3=Thompsons

b) Cash or EFT Transfers: We accept EFT transfers or cash deposited into one of our bank accounts subject to condition that proof of payment or transfer is provided to ourselves and such payment has been confirmed as received by ourselves.

4) Insurance

It is strongly advised that all clients take out adequate insurance cover such as cancellation due to illness, worldwide epidemics such as SARS, Coronavirus, etc, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. Thompsons will not be responsible or liable if the client fails to take adequate insurance cover. Should the insurers dispute their liability for any reason; the client will have recourse against the insurers only. Please note that various credit card companies offer limited levels of travel insurance, which Thompsons does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain specific details of the cover as this is your responsibility.

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 in 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 reconfirm 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 Thompsons 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 (vouchers, itineraries, etc.) are only prepared on receipt of full payment of your travel arrangements, and the signed and completed Booking Form and Indemnity Form, and will be ready 24 hours after payment has been received and cleared in our bank account.

b) Should you require your documents and air tickets to be forwarded to either yourself or the departure airport 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 your travel agent immediately. Thompsons 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 your travel arrangements caused by flight delays, bad weather, strikes, or any other cause which is beyond the control of Thompsons, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation, airline costs, car hire, transfers, etc.), will be for your account. Thompsons accepts no liability for changes, omissions, or delays before or during the course of your travel arrangements occasioned by technical difficulties, weather conditions, strikes, epidemics 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 need to pay all charges, of whatever kind, imposed by the suppliers providing that component part of your travel arrangements when amending a booking any time prior to departure. Fares will be re-quoted 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

If you wish to cancel your booking you must advise your agent immediately, who will in turn advise us. Please note that you will be liable to pay the following cancellation charges, including but not limited to:

a) 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.

b) Where your booking is for a package, you will be responsible for all cancellation charges relating to the various components, of whatsoever nature, imposed by the suppliers providing the component parts of such travel arrangements.

c) Thompsons charges a cancellation fee equal to 10% of the package price on any finalised booking. This would be in addition to any charges raised by the suppliers. However, Thompsons reserves the right to charge an appropriate cancellation fee 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.

b) Every effort is made by Thompsons to adhere to confirmed itineraries; however, we reserve the right to make changes to your travel arrangements should it become necessary to do so.

c) Should any travel component be confirmed by Thompsons and this component is cancelled by the supplier for whatsoever reason, then in such instances Thompsons will accept no liability for the cancellation thereof.

12) Airline Refund Procedures

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

b) If payment for the ticket was made to Thompsons by credit card, the refund will be made to your credit card. Cash payments will be refunded by EFT.

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 Thompsons.

e) Unused tickets must be returned to Thompsons for a refund within one year from the date of issue or they will be regarded as expired by the airline and have no refund value.

13) Complaints

a) Should you 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 Thompsons immediately to enable us to resolve the problem. Failure to do so may impede Thompsons ability to be able to assist in this regard.

c) If you remain dissatisfied, contact the Customer Services Manager within 28 days of the unsatisfactory service, giving your booking reference and full details of your complaint on email: clientservices@thompsons.co.za

14) Passports, Visas and Health

It is entirely the client's duty to ensure that all passports and visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, and proof thereof 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.

Thompsons is not assuming any obligation or liability and the client indemnifies Thompsons against any consequences of non-compliance. It is the client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements. The client must ensure that the details supplied to Thompsons mirror those details shown on their passport for international travel and ID documents for local travel.

15) General Information

a) Taxes: Thompsons will advise you of all mandatory taxes, which you must pay 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 reconfirm 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. Thompsons 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, Thompsons 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 also 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, epidemics such as SARS, Coronavirus and the like, fire and all similar events outside our control.

17) Responsibility and Limitation of Liability

Thompsons act as agents only for local and international ground operators and airlines and accordingly accepts no liability whatsoever for any loss, damage, injury, accident, delay, or any other irregularity howsoever arising. Thompsons makes every effort to ensure that all the 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 and omissions of such suppliers. The contract in use by such suppliers (which is often constituted by the ticket Issued by the Principal) or their respective terms and conditions, 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) Jurisdiction of the Magistrate's Court

Thompsons Holidays, a Division of Cullinan Holdings Ltd, shall be entitled, at its option to institute any legal proceedings arising out of or in connection with this contract in any Magistrate's Court having jurisdiction in terms of Section 29 of the Magistrate's Court Act No 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

19) Legal

This document together with Thompsons' standard booking form and Thompsons 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 Thompsons or otherwise that is not included herein. No addition to the Thompsons 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 legal costs on the attorney and own client scale incurred by Thompsons in recovering any damages and payments payable by the passenger to Thompsons 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.

20) The Client and Authority

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")

21) Visuals

Any visual, whether it be a video, a photograph, or an illustration, used by Thompsons are copyrighted and are therefore not to be used or replicated in anyway without prior consent by us or the supplier. Visuals reflected on any of our marketing materials or otherwise are a representation only as some images have been enhanced for effect.

22) Forex Allowance

Please note that in South Africa, it is a Reserve Bank ruling that the cost of land arrangements (such as hotels, cruises and tours) forms part of the annual travel allowance, but local payment of airfares does not.

23) Protection of Personal Information

By signing our Booking Form, you authorise Thompsons Holidays to collect your Personal Information as it is deemed relevant for us to provide you with your Travel requirements. Thompsons Holidays is committed to the adherence of national legislation and regulations pertaining to the safeguarding of data privacy and shall use information provided by you to perform our services.

You confirm that we may share your personal information with the following, who have an obligation to keep the personal information secure and confidential:

Employees of Thompsons Holidays who are required to be informed of the personal information in order to attend to your travel requirements;

All third parties who may assist us in supplying the services.

We undertake not to disclose your personal information unless it is legally or contractually required to do so. We agree to use all reasonable efforts to ensure your personal information in our possession is kept confidential, stored in a secure manner and processed in terms of POPI.

You therefore acknowledge and warrant that: Thompsons Holidays is entitled to process and store any such Personal Information in the manner set out in Thompsons Holidays' Privacy Policy, available on the website thompsons.co.za;

Thompsons Holidays is entitled and authorised by you to transfer any Personal Information to suppliers, relevant to your booking or enquiry.

Thompsons Holidays is entitled to store and back-up your Personal Information on its servers.

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