



## **TERMS AND CONDITIONS:**

### **About Us**

The client should take note that iDeal Online Services trading as iDeal Travel acts as an agent in arranging and negotiating a rental vehicle on behalf of the client with various service providers, who provide the rental vehicle to the client.

iDeal Travel renders a professional services with the arranging and negotiation of a rental vehicle on behalf of the client with the various service providers.

By making use of our services, you hereby indemnify iDeal Travel against any and all claims of whatsoever nature which may arise. The vehicle rental contract is between the client and the service provider that the rented vehicles is booked through.

### **Use of Site**

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

### **Disclaimer of Warranty**

The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or

incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

### **Our Rights**

We reserve the right to:

1. Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
2. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

### **Privacy Policy**

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

### **Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

### **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### **Product Availability**

iDeal travel first confirms availability of a vehicle before a quotation is issued. Once the client agrees to the quotation and agrees to make a booking, the vehicle availability is then re-checked and provisionally booked before we invoice and open a payment link.

### **Delivery Policy**

When you click to make a payment through our online payment gateway link with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site or our travel agents unless you understand and agree all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries please contact us before making any purchase for any service through this website.

### **The Contract**

After iDeal Travel have received your deposit or full payment (if applicable) and we have issued a confirmation invoice, a contract will exist between you and supplier, effective from the date printed on your invoice. The terms and conditions of the

supplier you have booked with will apply to your booking. Once the contract is made, the supplier is responsible for providing you with what you have booked.

### **Agency**

iDeal Travel acts as a travel agent. We arrange travel services and sell travel related products on behalf of leisure vehicle rental suppliers. In doing so iDeal Travel gives no warranty nor makes any representation regarding the services to be supplied or the products purchased by you. Your booking will be subject to the terms and conditions applied by the provider of the service or products. You agree that if the travel services or products are not supplied in accordance with your booking your remedy lies with the service provider and not iDeal Travel.

### **Liability**

As iDeal Travel is only acting as an agent we have no liability in respect of the supply of any element of your booking, including any liability for illness, personal injury, death or loss of any kind, delay and inconvenience caused directly or indirectly by any provider of travel services or products or by other third parties. Any claim for damages for injury, illness, loss or death must be brought against the relevant supplier of the travel services or products.

### **Force Majeure**

iDeal Travel shall not be liable for any loss or damage incurred by you as a consequence of iDeal Travel or any of the suppliers being unable to perform its obligations under your contract(s) due to the unusual or unforeseeable circumstances (a "force majeure event") beyond the control of the party affected by the force majeure event.

### **Travel Insurance**

iDeal Travel strongly recommends that you take out comprehensive travel insurance at the time of paying a deposit. The policy should provide cover for loss of deposit, cancellation and additional expenses, medical expenses and repatriation and loss or damage to baggage and valuables. You are responsible for making any special or increased insurance arrangements which you deem are necessary.

### **Service Fees**

iDeal Travel may at its discretion charge service fees on your booking. Clients will be made aware of these charges if applicable.

### **Passport and Visas**

It is your sole responsibility to ensure you have a valid passport at the time of travelling and that you hold all necessary visas and permits.

### **Complaints**

We trust that you will have no reason to complain but if you are unhappy with any aspect of the services provided you must report it immediately to the supplier, or contact iDeal Travel.

**Data Protection** - In order to process your booking we need to pass your details to the relevant suppliers. We will take all reasonable precautions to ensure the security of that information. We may also use the information you provide for marketing

purposes and, if you do wish to receive any further information, please inform iDeal Travel.

### **Prices**

Every effort is made to ensure that the prices quoted to you are correct. However iDeal Travel acts only as an agent and relies on information provided to us from the suppliers of the travel services and products. We will bring to your attention any change in price made prior to you completing your booking and paying the balance of the price.

### **Cancellation Fees/Refunds**

If you cancel your booking you will incur a cancellation charge. The amount of this charge will vary depending on when the cancellation is made and the terms and conditions of the supplier of travel services or product. If you are entitled to a refund please note iDeal Travel is unable to provide you with funds until they are received from the supplier. iDeal Travel will charge a cancellation fee to the value of 10% of the total rental cost to cover administration costs should the hire be cancelled at any time after part or full payment is made.

### **Payment Options and Pricing**

All transactions will be processed in South African Rands (ZAR).

iDeal Online Services t/a iDeal Travel endeavours to offer you competitive prices on current products; you're total order price will include the price of the purchase plus any applicable sales tax and credit card surcharges.

iDeal Online Services t/a iDeal Travel reserves the right to change pricing at any time without prior notice.

### **Credit Card**

We accept MasterCard and Visa credit cards. If you do not have a credit card please utilise one of the other payment options. Should a client elect to pay by credit card, we reserve the right to charge a 4% surcharge of the total invoice being charged. We will notify the client of the charge before the invoice is issued and it will be displayed on the invoice.

### **EFT (Electronic Fund Transfer)**

One of the most widely used ways of sending money online. Should you rather want to make an EFT payment, you are more than welcome to using the banking details displayed below or on your invoice.

#### **Banking Details**

Bank	: First National Bank
Branch No.	: 250655
Account Name	: Ideal Travel
Account No.	: 62719141393
Account Type	: Cheque

**For more information about making payment, please contact our Support Team on (010) 300-6555 or email [info@idealtravel.co.za](mailto:info@idealtravel.co.za).**

### **Security Policy**

1. Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
2. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
3. The Merchant does not have access to credit details.
4. Virtual Card Services continually reviews and enhances its security in line with technological changes.

### **Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

### **Law**

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

### **Updating of these Terms and Conditions**

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

iDeal Travel acts as an agent on behalf of various travel suppliers only. iDeal Services Pty Ltd accepts all monies paid and commitments given subject to our terms of trade and schedule of fees and those stipulated by other service providers you may use as part of your overall arrangements handled by us. These conditions apply to yourself, your family or travelling companies that you represent or make payments on their behalf.

**Consent**

I understand that all the designs and trademarks are registered to iDeal Online Services t/a iDeal Travel and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by iDeal Online Services t/a iDeal Travel for any civil action or any legal action deemed necessary against me.

**Contact Details**

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