

Terms & Conditions



Completing **this** page when making your booking with Lucky Student Packages, stipulates your acceptance of the terms and conditions as set out in pages two to five below, as well as a confirmation that you have read **all** of the terms and conditions and that you will abide by and be bound by this agreement.

Dated at _____ this _____ day of _____ 201_____.

NAME OF STUDENT

NAME OF PARENT

SIGNATURE OF STUDENT

SIGNATURE OF PARENT



TERMS AND CONDITIONS

Annexure "A"

The organiser strives to provide the best student holiday experience. The organiser however needs a commitment from the student to make this holiday the perfect experience for all involved. Parents must sign this agreement and are responsible for ensuring that their children read and understand this form before they too sign this.

THE PARTIES AGREE AS FOLLOWS:

1. The organiser agrees to render services to the student upon the terms and conditions of this agreement.
2. The student and parent undertake to abide by the rules, regulations and procedures of the program, with which rules and regulations they acknowledge to be acquainted with.
3. **STANDARD OF BEHAVIOUR :**
 - 3.1 The student is responsible for all his/ her actions and must follow all rules and regulations set by the organiser, the accommodation providers, transport providers, VIP Super Club and all rules and regulations set by all other facilities used during the contract period.
 - 3.2 The following acts are prohibited and offenders will be prosecuted:
 - 3.2.1 **ALCOHOL & DRUGS :**
 - 3.2.1.1 Possession or purchase of alcohol under the age of 18 is not allowed.
 - 3.2.1.2 **No alcohol shall be allowed in the guest rooms of licensed establishments** (excluding resorts), on buses, in taxis and in public areas such as the pool and parking lots. This alcohol will be confiscated and may be returned to the students upon check out/ the venue could also possibly impose a corkage fee of their discretion.
 - 3.2.1.3 Zero tolerance for the use/ possession of illegal drugs or substances.
 - 3.2.2 **SOCIAL OCCASIONS :**
 - 3.2.2.1 Fighting and the use of abusive language will not be tolerated.
 - 3.2.2.2 Male students are not allowed to stay in female accommodation and vice versa, unless part of one booking group and permission is given.
 - 3.2.2.3 Persons without the provided identity bracelets will not be allowed into the provided accommodation.
 - 3.2.3 **OTHER :**
 - 3.2.3.1 The accommodation provided is surrounded by private property and no person will be allowed to trespass on such property.
 - 3.2.3.2 Students must conduct themselves at all times with the understanding that their behavior must not cause a disturbance to members of the public.
4. **PARKING :**

If the student brings his/ her own vehicle, it must be parked safely within the accommodation grounds provided. The organizer and accommodation providers are not responsible for any parking fines the student may receive, nor are they responsible for any damage or loss caused to the student's car at anytime.
5. **AVAILABLE FACILITIES :**
 - 5.1 Backpackers, Resorts, and Hotels;
 - 5.2 Available rooms are confirmed upon booking;
 - 5.3 Identity bracelets will be provided for the various accommodation venues.
6. **ACCOMMODATION PROVIDER'S TERMS AND CONDITIONS :**

Students will only be allowed to enter the accommodation venue correlating with their identity bracelet. No other persons will be allowed to enter these accommodation venues. The rules and general terms and condition of the individual accommodation providers must be followed and more specifically the following:

 - 6.1 **complete, check and sign the room inventory upon checking in and immediately report any breakages or discrepancies to accommodation management to prevent being charged for same at check- out;**
 - 6.2 keep rooms clean at all times;
 - 6.3 no pets will be allowed;



- 6.4 Under no circumstances can equipment, including beds and mattresses be moved without the accommodation provider's explicit consent
- 6.5 **no smoking is allowed in the rooms as well as in the ablution facilities of any substance such as cigarettes, cigars and/ or hubbly bubbly;**
- 6.6 no shoes or any sharp objects are allowed on the mattresses;
- 6.7 no preparation of any food is allowed in the rooms except where self catering facilities are available;
- 6.8 please note **what you break must be paid for before departure** and any payments made by the organiser on your behalf will be deducted from your breakage deposit;
- 6.9 all students must keep the noise levels down as not to cause a disturbance to other guests. Most venues specify a time of 10 pm

7 SECURITY :

- 7.1 Keep doors and windows locked when leaving premises during the day and at night.
- 7.2 The organiser does not take responsibility for missing personal belongings or cash.
- 7.3 Knives or weapons of any nature are prohibited.
- 7.4 Any valuables should be handed in at reception or locked in the room safe (these are provided at certain venues) for safe keeping.

8 MEDICAL :

- 8.1 The parent must be aware of any medical needs or problems that the student may have, and take responsibility to ensure that the student needing medication is provided with same and instructed to take such.
- 8.2 The organiser has basic First Aid kits, which will be available at the VIP Night Club and the accommodation provided.
- 8.3 The organiser's staff are equipped in First Aid training and in the event of a major accident or injury requiring medical attention, the affected person(s) will be taken to Plettenberg Bay Medi Clinic or Knysna Provincial Hospital. Costs for such will be for the parent's account.
- 8.4 The organiser will not be held responsible for any injury, sickness or death to students.
- 8.5 The parent designates the director of the organiser / **OTHER** ("the director") or any such other person duly appointed (the "appointee") to act *in loco parentis* on the parent's behalf during the course of the program. In particular, but without derogating from the generality of the foregoing, the director or his/her appointee shall in his/her sole discretion have the authority to give permission for any emergency operation or other medical treatment required by the applicant during the course of the event and to incur, as agent on the parent's behalf, all expenses flowing there from, which the parent undertakes to pay on demand, and the parent hereby authorizes the director of his/her appointee irrevocable and *in rem suam* to take all such steps necessary to give effect to the provisions of this clause;

9 COST AND PAYMENT :

- 9.1 Full payment or Fifty percent deposit is payable with each booking – each booking is dealt with individually and payment notice will be issued accordingly.
- 9.2 Please use the reference number given on the deposit slip – this is the only way to track payments for the bookings – if the incorrect reference is used the booking will not be confirmed.
- 9.3 **No booking will be processed unless the Completed Reservation Form together with the deposit slip is forwarded to lara@luckystudentpackages.com or Fax: 086 697 0328 no later than the date specified on the reservations form.**
- 9.4 **The completed PERSONAL DETAILS FORM and the 1st page of the TERMS AND CONDITIONS for each student, must be sent through with the reservations form – no BOOKING will be secured without these**
- 9.5 No partial or late deposit will be accepted, the full amount must be deposited into our account as per the date specified on your reservations form, to secure your booking with us.

10 CANCELLATION POLICY:

- 10.1 The following cancellation fees will be applicable :
 - 10.1.1 **R 500.00 per person** administration fee for **all** cancellations made 75 days prior to date of arrival; thereafter;
 - 10.1.2 50% of full package cost for cancellations made 31 to 75 days prior to date of arrival; and
 - 10.1.3 100% of full package cost for cancellations made less than 30 days prior to the date of arrival.
- 10.2 In the event of cancellation, a student will be permitted to transfer his booking (**as is**) to another student.
- 10.3 The Organiser reserves the right to alter, modify, or cancel any part of the student package without prior notice, due to circumstances beyond its control. The Organiser will in its sole discretion and if at all possible, reimburse any unused funds forming part of a student's booking fee.



11 RIGHT OF ADMISSION RESERVED:

- 11.1 The student and parent acknowledge that the organisers reserve the right to refuse at any stage to grant the student permission to participate in the organiser's student program.
- 11.2 The organiser reserves the right to fill the rooms with other groups and students when the need arises.
- 11.3 Please make sure that all friends and family receive a copy of this document, to bring them up to date with the conditions as set out in this document.
- 11.4 In the event of willfully ignoring these terms and conditions, the organiser **will have the right to expel any student from the program and any money paid will be forfeited.**

12 DAMAGE OR LOSS:

- 12.1 All students must pay a refundable (terms and conditions apply) breakage deposit of R 500.00. No Student will be allowed to check in without having paid this deposit. This deposit is payable in cash on day of check in. Should the breakage be paid off – the deposit will be paid back (terms and conditions) less a transaction fee within 14 days of the check out.
- 12.2 The accommodation facilities and their equipment may not be damaged and any such damage to property through any student's negligence **will be to the account of the parent.**
- 12.3 **The organiser reserves the right to charge for loss, careless breakages and/or vandalism and the parent and student agree to accept the first and only quotation and/ or receipt presented by the organiser in relation to the expense.**
- 12.4 The Organiser **will withhold the student's breakage deposit** in the event of any damage or loss being reported, and any payments made by the organiser for any such loss or damage will be deducted from the breakage deposit paid and any balance owing must be paid upon demand of same. *In the event of a dispute arising between the Organiser and student or parent, the Student and/or Parent will be held liable for any legal costs incurred by the Organiser on an attorney and client scale, and the breakage deposit may be allocated for this purpose.*
- 12.5 Any cleaning charges that are incurred for excessive mess in unit/room will be automatically deducted from breakage deposits.

13 INDEMNITY :

- 13.1 The student and parent indemnify and hold the organiser and/or their staff, agents or Accommodation Provider or employees harmless in respect of all loss or damage, whether to person or property, from any cause howsoever arising, which may be sustained to the student stipulated above, or their property or possessions, whilst in the program.
- 13.2 The student and parent indemnify the organiser, any of its affiliated and/or constituent bodies and Directorates and/or any representative, employee, servant or Accommodation Provider or agent of any of the foregoing bodies or persons (hereinafter referred to as "the organisers") against any claim whatsoever which may be incurred by, and/or any damage which may be suffered by them or any of them, arising directly or indirectly out of any act or omission of any nature whatsoever, whether negligent or otherwise (including gross negligence), on the part of the student.
- 13.3 The student and parent undertake that such claims and/or liability and/or damage will be paid on demand by the parent and/or the student upon the organisers or any of them being called upon to make any such payment.

EXCLUSION OF LIABILITY:

- 13.4 The service providers - providing travel, accommodation or other services for Lucky Student Packages are **independent contractors** and not agents or employees of Lucky Student Packages or its affiliates.
- 13.5 Lucky Student Packages and its affiliates are not liable for the acts, errors, omissions, representations, warranties, breaches, or negligence of any such service provider or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.
- 13.6 **Lucky Student Packages and its affiliates have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure, or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.**
- 13.7 All persons making use of the transport and/ or accommodation provided by a service provider to Lucky Student Packages, do so entirely at their own risk and the liability of Lucky Student Packages, its servants and its agents is excluded for any loss or damages (including consequential or special damages or loss of profits), loss of life, bodily injury or damage to or loss of property, of whatsoever nature and howsoever caused, and whether or not caused by any form of negligence of Lucky Student Packages, its servants and its agents or any other person acting on behalf of Lucky Student Packages, arising out of or connected in any way with the accommodation, conveyance or non-conveyance of any passenger or persons and/or the property of any passengers or persons.



13.8 Any claim of whatsoever nature arising out of or connected in any way with the accommodation and/ or transport of the student, must be directed to the independent contractor.

14 CLAIMS :

The parties agree that the following provisions shall apply in respect of any claim or any nature whatsoever which the parent or the student may have or hereafter have against any one or more of the organisers in respect of any loss, damage, injury or death to the person or property of the student, howsoever caused, namely:

- 14.1 any such claim shall be notified to the organisers, in writing, as soon as practicable after the event giving rise to such claim shall have occurred;
- 14.2 the organisers shall, as soon as reasonably practicable after the receipt of any such claim, forward such claim to their insurers in accordance with the terms of such insurance policies as the organisers may from time to time hold in respect of public liability cover and/or personal accident cover;
- 14.3 to the extent that the insurers pay any amount in respect of any such claim to the organisers, the organisers shall, in turn, pay such amount to the claimant, and such payment to the claimant shall constitute a full and final settlement of any such claim as against the organisers; and
- 14.4 save as aforesaid, the organisers shall have no liability whatsoever in respect of any such claim, it being recorded that the organisers do not warrant that any amount will be paid by their insurers in respect of any such claim.

15 BREACH OF CONTRACT :

- 15.1 The student and parents certify that all the information contained in the Application form is true and correct and that no material information whatsoever has been withheld, and acknowledge that any incorrect information may result in this application being refused or the organisers terminating the student's participation or sending the student home.
- 15.2 The parent acknowledges that the responsibility of the organiser and their staff towards their child terminates if he or she should be arrested, irrespective of the result of any possible ensuing court case, as from the moment the arrest is made and the organiser has taken any reasonable steps to inform the parent of any such arrest.
- 15.3 The student subjects him/ her- self to the terms and conditions herein and the parent acknowledges that the responsibility towards their child of the organiser and of their staff members could be terminated if he or she should transgress any part of this agreement.
- 15.4 The parent understands that the responsibility of the organiser and of their staff towards their child shall terminate the moment he or she is found in possession of any drugs, including dagga, or if he or she uses any such substance. The organiser shall act according to the "weight of evidence" and shall not be expected to prove any case "above all reasonable doubt".
- 15.5 Any unseemly behaviour by the student may result in him/ her being **expelled from the program with no refund**.
- 15.6 **By signing this agreement the student agrees to adhere to the terms and conditions herein together with the terms and conditions of all other service providers. Failure to do so will result in full expulsion with no refund and sending the student home.**
- 15.7 The signatories agree that: (VERY IMPORTANT SO PLEASE NOTE!)
 - 15.7.1 the director or his/her appointee shall have the right at any time during the course of the program to **terminate the student's participation therein and to send the student home if, in his/her sole discretion, it is considered advisable for any reason whatsoever;**
 - 15.7.2 the parent and/or the student shall pay, on demand, to the organisers all the expenses so incurred as a result of the student or the parent's breach and indemnify the organisers against any claim which may be made against them in this regard, and acknowledge that there shall be no refund of any payments made by me and/or the student for the unexpired period of the program; and
 - 15.7.3 should the student be expelled from the Organiser's program and **be sent home** in terms of the above, the following will apply:
 - 15.7.3.1 the student shall not be permitted to participate in and/or attend any other events provided and for in the program package, unless the director, in his/her sole discretion, decides otherwise;
 - 15.7.3.2 the travel costs will be at the cost of the parent and the travel arrangements **must be made** by the parent;
 - 15.7.3.3 the parent will have **10 (ten) hours** after being notified of the Organiser's decision, to make the necessary travel and/ or collection arrangements for the student, whereafter the student will be evicted from his/ her Accommodation premises;
 - 15.7.3.4 in the event of no travel and/ or collection arrangements having been made after expiry of the ten hours, the director or his/her appointee may, acting as agent, send the applicant home at the parent's cost **by any reasonable means of transportation which he/she in his/her sole discretion determine and I hereby authorise the director of his/her**



appointee irrevocably and *in rem suam* to take whatever steps necessary to give effect to the provisions of this clause;

- 15.8 In the event of a dispute arising between the Organiser and student or parent, the Organiser will withhold the breakage deposit paid. The Student and/or Parent will be held liable for any legal costs incurred by the Organiser on an attorney and client scale, and the breakage deposit may be allocated for this purpose.

16 GENERAL :

- 16.1 The terms and conditions and tariffs of this agreement may from time to time be adjusted as required.
- 16.2 Any photographs taken during the tour of me or on which I appear may be published without my Permission and I shall not be entitled to any payment in this respect.