ASG Refund & Cancellation Policy

By using our website and services, you agree to the following terms and conditions between ASG HOLDINGS (PTY) LTD (2021/010590/07) trading as ASG ("**ASG**") and yourself:

The **Payment Policy** and **Cancellation Policy** have been extracted from the original agreement and are provided below for your reference. These terms remain binding and outline key responsibilities regarding payments and cancellations

4. Payment Policy

4.1. We accept payments through an online payment processor, either Peach Payments, PayPal.com, or Flywire, or by reselling the Products to a reseller as the merchant of record for Amex transactions (in which case Turnstay's terms and conditions will also apply to you, and their payment terms must be accessed through the supplied hyperlink). These online payment processors all accept credit and debit cards, or you can make a payment through direct EFT (Electronic Funds Transfer) to our Bank account held at First National Bank of South Africa.

4.2. In order to secure your booking, a 30% deposit ("**Deposit**") is required within 48 hours of booking, unless it is for scheduled air travel, in which case 100% payment is required upon booking. However, we reserve the right to request higher deposits for tailor-made products and/or bookings during the peak travel season.

4.3. The remaining balance of a Booking is due and payable no later than 60 days before travel; or, where your Booking is made less than 60 days before travel, we require 100% payment upfront.

4.4. **A Booking is only confirmed and secured once we have received the full payment in our bank account**. Should any discount be applied, the discount is realised upon the full and final payment.

4.5. We will try our best to contact you with payment reminders. Still, please note that if a payment is not received on time or in the correct amount, we reserve the right to release your reserved Booking(s), regardless of any payment(s) already received, without penalty or liability to us.

4.6. In the event of fluctuations in charges (including but not limited to exchange rates, airfares, taxes, and other costs associated with land arrangements) beyond our control, you agree that ASG has the right to pass on the relevant increases to you. You will be given due notice of any such increases and agree to pay the additional costs. Any foreign currency payments we receive will be converted to ZAR on the date of receipt in our bank accounts, using the conversion rate offered by our bankers on that date. The converted amount will be your responsibility, and ASG will not be liable for any losses resulting from currency conversion rates at any time.

4.7. In the event of an overpayment—where a client or payee inadvertently pays an amount exceeding the amount due—any refund of the excess will be subject to a deduction for bank charges and an administrative fee totalling 5% of the refundable amount. This is to cover the costs incurred by ASG both upon receipt and processing of the original payment, as well as during the refund process.

5. Cancellation & Refund Policy

5.1. All Client cancellations must be done in writing and only via email.

5.2. **It is the Client's sole responsibility to obtain full and comprehensive travel insurance** promptly after making the first payment. Such insurance must cover all aspects of the booking, including cancellation for any reason.

5.3. If a Client cancels their booking and sufficient notice is given, ASG will always use reasonable efforts to secure alternative dates, subject to availability, the Supplier's terms and the discretion of the relevant Supplier's management.

5.4. If a date change and/or travel is no longer possible and ASG is able to obtain a waiver of cancellation fees and/or secure an ex-gratia refund from the relevant Suppliers, **ASG will reimburse the Client such amount as received from the Supplier, less a 3% banking fee** for processing the refund.

5.5. *Refunds always exclude our service fee, which is earned when confirming your Booking, and is non-refundable.*

5.6. All flight bookings are subject to cancellation fees as determined by the relevant airline and/or operator.

5.7. To the extent permitted by applicable law, the Client agrees not to initiate a chargeback with their credit card company or bank for any amount charged pursuant to a Booking, without first notifying ASG in writing and giving ASG an opportunity to resolve the dispute. A chargeback in breach of this clause constitutes a material breach of these Terms. If a Client initiates a chargeback in violation of this clause, ASG or its Suppliers reserve the right to dispute the chargeback, recover the amount via collection or legal action, and claim the service fee and any associated damages suffered in South African courts, subject to their jurisdiction and laws.

5.8. Note that no cooling-off period (for you to cancel your Booking) applies to your Booking, as it involves leisure services, accommodation, and travel for a specified date, and may constitute special order goods as defined in the applicable legislation.

5.9. Subject to this clause 5 and 2.3 above, *any changes* made by you to your initial Booking that result in a reduction of the total travel costs ("**Booking Value**"), will be regarded as a partial cancellation, or a full cancellation (if the entire Booking is cancelled). In these situations, **the following cancellation rules will apply to the partial or full cancellation of your Booking**:

5.9.1. Cancellations made between the date of Booking and 61 days prior to arrival – the Client **forfeits the Deposit, or 30% of the payment (whichever is greater)** as non-refundable and non-transferable, to the extent that this amount has fallen due or has been paid to ASG or the relevant Supplier;

5.9.2. For cancellations made within 60 days of arrival, or in the event of non-arrival – a cancellation fee equal to **100%** of the Booking Value will be charged by ASG and/or its Suppliers;

5.9.3. For any cancellation of a postponed Booking, Credit Voucher or Credit Voucher Booking (at any time) - a **cancellation fee** equal to **100%** of the applicable Booking or Credit Voucher Value will be charged.