

TERMS and CONDITIONS

About us

Dana Agency Pty Ltd, Registration Number 2015/041481/07 is an intermediary as defined in the Consumer Protection Act 68 of 2008 and carries on business under the Code of Conduct as stipulated by the Association of South African Travel Agents ("ASATA") and provides clients (you/your) with travel and/or other services on behalf of principals and/or other agents engaged in, or associated with the Travel Industry, including inter alia, airlines, tour operators, hotels, shipping companies, car hire and other providers of air, land, sea or any other travel arrangements, products or services (collectively referred to as 'Third Party Service Providers').

Dana Agency will provide you with the identity as well as terms and conditions of all Third-Party Service Providers, if such terms and conditions are in the possession of Dana Agency Pty Ltd, and it is your responsibility to familiarize yourself with such terms and conditions and to obtain further clarity regarding the terms and conditions imposed therein.

Use of Site

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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.

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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
2. 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.
3. 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

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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

Lead time is dependent on requested travel availability. Should we have availability, your reservation will be processed the same day provided payment is validated/received before 1400 hours.

Should your request not be available, you will be given other options to review and confirm your choice with your consultant in this office.

Every effort is made to confirm timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence Dana Agency will contact you via email and advise the same.

Delivery Policy

When you click to make a payment 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 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

Tickets and Documents will be delivered to you and/or made available for pickup (as checked above) within 3-4 weeks of the time your payment reaches us (and clears into our account). It is your responsibility to advise us if you have not received your tickets within 3-4 weeks after placing an order, or at least two weeks prior to your departure (unless special late delivery arrangements have been made).

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Refunds/returns Policy

Should you for any reason wish to cancel your purchase you will be liable for a 15% handling fee. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original purchase. Travel documents must be returned to us for processing.

Dana Agency will undertake to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, the Dana Agency reserves the right to claim the services, administration, communication and cancellation charges which will inter alia depend on the debits the Dana Agency receives from its suppliers. Failure to cancel will result in the total booking cost being payable. Dana Agency reserves the right to discontinue and summarily cancel any agreement in respect of which payment has fallen in arrears, and in the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand. Any bookings cancelled after confirmation may be subject to a cancellation fee. These vary from Third- Party Service Provider to Third- Party Service Provider and should be verified at the time of booking. Dana Agency will apply for the refund on your behalf however is not responsible should this application be denied for any reason.

Some air tickets are completely non-refundable according to airline fare rules. Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, airline default or government travel warnings will not entitle the you to any refund in the case of non-refundable tickets or waiving the cancellation penalties in the case that the tickets can be refunded. If tickets can be refunded, cancellation penalties can be up to 70% of the cost of the tickets and can take 6 (six) months to a year or longer to obtain.

Trip cancellation and interruption insurance is therefore highly recommended. For the best coverage, travel insurance should be purchased at the same time as the airline tickets.

Refunds: Airline tickets presented for refund are subject to delays of approximately 2 weeks but could take longer. Dana Agency is unable to refund monies before receipt of funds from the relevant Third- Party Service Providers. All refunds are subject to administration fees which is calculated on the value of the ticket submitted for refund or the amount of the refund claimed, whichever is the larger amount. This fee is over and above any cancellation fee which may be charged by the Third- Party Service Provider to whom the refund is submitted. Refunds by the Third-Party Service Provider will be subject to their terms and conditions which you are responsible for familiarizing yourself with. Dana Agency, as an intermediary, can only assist in processing and following up on your refund. In no way whatsoever does Dana Agency or any of its employees guarantee a refund unless it is reduced to writing and provided by the Third- Party Service Provider

Disclosure of outlet country at time of payment

South Africa
Standard Bank

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Payment Options and Pricing

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

Dana Agency endeavours to offer you competitive prices on current products; your total charge price will include the price of the purchase plus any applicable taxes and service fees

Dana Agency reserves the right to change pricing at any time without prior notice.

Credit Card

We accept Master Card, Visa card, Diners and Amex. If you do not have a credit card please utilise one of the other payment options, or simply log off and return to the site at a later time to complete your payment.

EFT (Electronic Fund Transfer)

One of the most widely used ways of sending money online. Select the option to pay via EFT. You will then have to load Dana Agency as a beneficiary on your internet banking and use the unique order number in the reference line for your payment. This should ensure speedy processing of payment.

Banking Details:

Bank : SBSA Nelspruit
Branch No. : 052852
Account Name : Dana Agency Pty Ltd
Account No. : 030303605
Account Type : Cheque

Direct Deposit

You may pay for your products through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Please fax through your deposit slip to us on 013 752 6060 to ensure your payment is confirmed and order shipped as quickly as possible.

Dana Agency PTY LTD

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Branch No. : 052852
Account Name : Dana Agency Pty Ltd
Account No. : 030303605
Account Type : Cheque

For more information about how to pay, please contact your consultant on PH 013 7533571 or email info@Dana.co.za

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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.

Consent

I understand that all the designs and trademarks are registered to Dana Agency Pty Ltd 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 Dana Agency Pty Ltd for any civil action or any legal action deemed necessary against me.

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Contact Details

Physical address: Shop 13 Crossings, Cnr. Madiba Drive and N4 Nelspruit 1200

Postal address : P. O. Box 218 Nelspruit 1200

Email address : info@dana.co.za

Phone numbers : 013 7533571

Fax numbers : 013 7526060

A copy of the ECT Act is available at <http://www.polity.org.za/pol/acts/2002>.