

TDM'S STANDARD TERMS & CONDITIONS (EUROPE) CREDIT A

1. Contracting Parties

- 1.1. The customer is a travel agent, or tour operator, who contracts with one or more of the Business/es (as defined in Clause 1.2), on behalf of third party travellers (the client/s of such travel agent or tour operator).
- 1.2. Tourvest Destination Management (hereafter referred to as TDM), is a business division of Tourvest Holdings (Pty) Ltd, a company duly incorporated in accordance with the Company Laws of South Africa, Registration Number 2008/003719/07. TDM operates its business under various brands (each brand is referred to as "the Business" and collectively as "the Businesses"). All such Businesses are registered members of the Southern Africa Tourism Services Association (SATSA). These Businesses currently are:
 - 1.2.1. Welcome Tourism Services (*and its associated brands*)
 - 1.2.2. Your Africa
 - 1.2.3. Focus Tours
 - 1.2.4. Tourvest Inbound Operations
 - 1.2.5. Tourvest Destination Management
 - 1.2.6. TDM Air
 - 1.2.7. T.E.A.M.
 - 1.2.8. SST
 - 1.2.9. Great Safaris
- 1.3. The Business/es possesses all licenses and permits necessary to conduct business as a tour operator in Southern Africa.
- 1.4. The customer chooses as its *domicilia et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, arising from any transaction or claim, which is governed by these terms and conditions, the physical address and facsimile number set out in the customer particulars schedule. Any notice given by any party to any other, which is transmitted by facsimile copy to the addressee at the addressee's facsimile address for the time shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission thereof.

2. Exclusion of Liability, Suppliers Terms & Risk

- 2.1. The Business/es utilise the products of various travel suppliers ("the Tour").
- 2.2. While the Business/es makes every effort:
 - 2.2.1. to engage quality suppliers among the airlines, hotels, tour operators and other service providers to provide the travel products making up the Tour featured in this brochure; and
 - 2.2.2. to ensure that the various services making up the Tour will be carried out efficiently and as specified,

it does not have direct control over the provision of services by suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any supplier in carrying out the arrangements of the Tour, or otherwise in connection therewith.

- 2.3. The Business/es accepts no liability for:
- 2.3.1. changes, omissions or delays before or during the course of the Tour occasioned by technical difficulties, weather conditions, communication breakdowns or events beyond the control of the Business/es;
 - 2.3.2. any cancellation or curtailment of the Tour as a result of the customer's personal circumstances, e.g. death or illness,
- “the Changed Circumstances Event/s”.
- All expenses occasioned by the Changed Circumstances Event/s, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs, etc, will be for the customer's account.
- 2.4. If in the opinion of the Business/es the fulfilment of the Tour is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and/or any other adverse factors beyond the Business/es control, the Business/es may at any time cancel the Tour or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the account of the customer.
- 2.5. All bookings are subject to the terms and conditions specified by the supplier of the services which make up the Tour. The Business/es will provide on request, the identity of the supplier and such supplier's terms and conditions may include, but are not limited to, provisions regarding the cancellation fees or amendment fees applicable to confirmed reservations, refunds/no refunds for no-shows/ unused services; late booking fees; baggage allowances; confirmation of flights, etc. In the case of airlines, the general cancellation fee applicable to tickets issued, is 100% (one hundred per centum); the typical baggage allowance 20kg; extension of ticket validity is not permitted and the customer must reconfirm his/her flight within 72 hours prior to departure.
- 2.6. Save in the event of wilful misconduct or gross negligence by the Business/es, neither the Business/es nor its holding or parent company or representatives shall be liable for any loss, injury, death or damages, arising from/during the course of the Tour.
- 2.7. The Business/es will not be responsible for any charges that appear on a traveller's credit card not levied/effectuated directly by the Business/es (e.g. a credit card charge by a hotel), nor accept responsibility for having any of these charges reversed or corrected upon the traveller's return to his/her country of departure/final destination.
- 2.8. Where the customer is a tour operator or travel agent, it is contracting with travellers, and that such traveller's participation in the Tour offered by the Business/es, is subject to these standard terms and conditions and provide a copy of same to the traveller on request. The travel agent, traveller or tour operator in question, indemnifies and holds the Business/es harmless against all claims for damages, loss, injury or expense, which any traveller may claim against the Business/es in the event that such claim is excluded under the terms and conditions set out herein.
- 2.9. Where the customer books travellers who are members of the customer's group, including but not limited to family members or minor children, the customer in question, in booking, indemnifies and holds the Business/es harmless against all claims for damages, loss, injury or expense, which any such member of the group may claim against the Business/es in the event that such claim is excluded under the terms and conditions set out herein. This indemnity shall be binding on the estate of the customer who so indemnifies the Business/es.

3. **Quoted Prices & Price Variations**

- 3.1. Prices quoted:
- 3.1.1. in the most current release of the Business/es brochure price schedule;
 - 3.1.2. in any of the Business/es' scheduled escorted tour price schedules;
 - 3.1.3. in any specific FIT or group quote issued by the Business/es;
 - 3.1.4. in the specific pricing schedule issued to the customer,
- are:
- a) subject to adjustment in accordance with Clause 3.1(b), valid and guarantee by the Business/es, only for the period of validity as stated on the price schedule/quote in question;
 - b) subject to increase, forthwith on notice by the Business/es, in respect of any fuel surcharge and/or increase in entrance fees and/or government and/or regional levies and/or taxes.
- 3.2. The Business/es reserves the right to adjust prices, on expiry of any period of validity of a price schedule/quote issued by the Business/es, by way of a revised price schedule/quote, in accordance with, e.g. increases in airfares, hotel rates, transport costs and currency fluctuations.
- 3.3. Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by the Business/es.
- 3.4. All information contained in the Business/es' brochure/itinerary and price schedules are to the best of the Business/es' knowledge and belief true and correct, but the Business/es accepts no liability for any errors/inaccuracies contained therein.
- 3.5. Terms and conditions, including any exclusion of bookings, or discounts applicable to minor children, are as set out in the specific price schedule, or quote.
- 3.6. Prices set out in the price schedule/quote, do not include any items or services not specified therein (and/or the brochure and/or the Business/es confirmation of booking). Typical items not included may be: a tour guide, airport taxes, costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements, gratuities and portage, meals and beverages, airfares or any other item of a personal nature not specified.
- 3.7. In the event of any conflict between these terms and conditions and the brochure terms and/or the Business/es booking confirmation, the provisions of the brochure terms and/or the Business/es booking confirmation shall prevail.

4. **Reservations**

- 4.1. The Business/es does not accept any legal or contractual obligations in relation to conditional booking requests.
- 4.2. Once the customer makes an unconditional booking request, whether telephonically or by facsimile or email or on any web enabled booking system to the Business/es, the Business/es shall forward a written confirmation of booking by facsimile or email.
- 4.3. On transmission of the Business/es confirmation of booking:
- 4.3.1. a binding contract between the customer shall result on the terms and conditions set out herein, read together with the relevant pricing schedule and/or quote and/or brochure itinerary and/or Business/es confirmation of the booking; and

- 4.3.2. the customer shall be liable to pay the tour price as set out in the Business/es confirmation of booking (alternatively, the price schedule/quote applicable to such reservation).

5. Credit & Payment Terms

- 5.1. The Business/es grant a credit facility to the customer in respect of tours and travel services booked by the customer, on the following terms:
 - 5.1.1. The customer's credit limit shall be the total sum set out in the customer particulars schedule.
 - 5.1.2. The deposit payable (if any) in respect of any confirmed booking, shall be the percentage of the total amount due in respect of such booking, as set out in the customer particulars schedule.
 - 5.1.3. The Business/es shall forward the customer a statement and invoice, in respect of all travel services rendered, during the month in question, by email. For the avoidance of doubt, the Business/es shall only invoice in respect of completed travel/services as at the date of invoice. Supporting vouchers or account reconciliations shall be separately forwarded to the customer.
 - 5.1.4. Payment shall be due by the customer within 30 (THIRTY) days of the statement date.
 - 5.1.5. All amounts due to the Business/es, shall be paid without deduction or set off, free of exchange by EFT/bank SWIFT telegraphic transfer, into the Business/es bank account as notified by the Business/es to the customer in writing from time to time.
 - 5.1.6. Any amount falling due for payment by the customer in terms of this agreement, shall bear interest at the Prime Rate calculated from the due date for payment thereof, until the date of payment thereof. "Prime Rate" shall mean the prime bank overdraft rate as charged and calculated by Nedcor Bank Limited to its corporate customers in respect of unsecured overdraft facilities from time to time, as certified by any manager of such bank, whose appointment and authority it shall not be necessary to prove.
 - 5.1.7. No relaxation or indulgence which the Business/es may show to the customer, shall in anyway prejudice its rights under these terms and conditions or preclude or stop the Business/es from exercising any right it is entitled to exercise in terms hereof. Unless specifically stated by the Business/es in writing, the receipt by the Business/es of any payment, shall in no way whatsoever prejudice or operate as a waiver or abandonment of any of its rights.
 - 5.1.8. The Business/es shall be entitled in its sole discretion to appropriate any amounts received by the Business/es from the customer towards the payment of any cause, debt or amount owing by the customer to the Business/es whatsoever. Each payment made by the customer to the Business/es, shall be applied firstly in respect of interest accrued and the balance, if any, shall be applied in reduction of the capital sum.
 - 5.1.9. A certificate under the hand of any director / officer of the Business/es as to:
 - 5.1.9.1. the existence and amount of any indebtedness at any time of the customer to the Business/es ("the debt");
 - 5.1.9.2. the fact that the due date for payment of the debt has arrived;
 - 5.1.9.3. the amount of interest accrued on the debt (calculated with reference a certificate obtained in terms of Clause 5.1.6);

5.1.9.4. any other fact, matter or thing relating to the customer's account and/or obligations, in terms of any booking or indebtedness between the customer and the Business/es,

shall for the purpose of provisional sentence or summary judgement or any other proceedings against the customer in any competent court be:

- a) prima facie proof of the correctness of the matters stated therein;
- b) deemed to be sufficient particularity for the purposes of pleading or trial; and
- c) valid as a liquid document for those purposes.

5.1.10. Notwithstanding anything to the contrary herein, the customer shall be obliged to pay the Business/es the whole of the outstanding balance of its account, together with accrued interest thereon immediately, and the Business/es shall be entitled to proceed for the immediate recovery thereof without prior notice to the customer and without prejudice to the Business/es other rights in law and/or without prejudice to any claims which the Business/es may have against the customer arising from any breach of these terms and conditions or any booking, should:

5.1.10.1. The customer fails to pay any amount due by the customer to the Business/es in terms of this agreement on the due date for payment thereof; or

5.1.10.2. The customer fails to have any judgment granted against it set aside within 14 (FOURTEEN) days after the date on which any such judgment is granted against the customer; or

5.1.10.3. The customer breaches any material term hereof; or

5.1.10.4. The customer compromises or attempt to compromise with any of its creditors; or

5.1.10.5. The customer commits any act which, if committed by an individual, would constitute an act of insolvency; or

5.1.10.6. The customer be placed in liquidation or judicial management or being wound up, whether provisionally or finally and whether voluntarily or compulsorily.

5.2. When payment is made in a different currency to the currency quoted in the brochure/quote, then acceptance of payment in a foreign currency must first be approved by the Business/es, and will be subject to the rate of exchange, applied by the Business/es' bankers at the time of receipt of payment. The customer shall be liable to effect payment to the Business/es of any shortfall (and the Business/es shall be responsible to reimburse the customer for any overpayment), resulting from exchange rate fluctuations, as set out in the Business/es statement.

5.3. The Business/es reserves the right to charge a booking fee and/or a handling fee, which will be included in the total price.

6. Cancellation & Amended Booking Fees

6.1. In the event of the customers cancelling their reservation for any reason, such cancellation must be made in writing (or if made telephonically, confirmed forthwith in writing), in which event the customer shall be liable for:

6.1.1. The Business/es cancellation charges as follows:

30 days or more prior to travel date	:	0% of total price
22 to 29 days or more prior to travel date	:	20% of total price
15 to 21 days prior to travel date	:	30% of total price
7 to 14 days prior to travel date	:	55% of total price
3 to 6 days prior to travel date	:	65% of total price
less than 2 days prior to travel date	:	80% of total price

For the avoidance of doubt, while the Business/es have aligned the cancellation terms with those of the EEU's consumer travel protection laws/regulations, the Business/es do not under any circumstances, accept that the EEU's consumer travel protection laws/regulations will be applicable to these terms and conditions, or any booking made in terms hereof by the customer with the Business/es. Moreover, while the Business/es may endeavour to obtain the agreement of the various travel suppliers whose products it utilises, to similarly adopt the cancellation terms set out above, it cannot guarantee such event and the customer shall be bound by the provisions of Clause 6.1.3 below.

6.1.2. Any further special cancellation charges that, e.g. may apply for peak periods, as is set out in the Business/es booking confirmation (which shall take precedence and substitute the cancellation charges due in terms of Clause 6.1.1);

6.1.3. All cancellation charges of the supplier/s of the products and services, to which the booking relates, save that the liability of the customer shall be in respect of the greater of either the cancellation charges in respect of this Clause 6.1.3, or the cancellation charges due in terms of Clause 6.1.1 or 6.1.2 (as the case may be).

6.2. Amendments and all cancellations en route must be made with the Business/es directly. The customer shall be liable for all costs (including repatriation and the administrative fees of the Business/es incurred as a result of any en route cancellations, by the customer including but not limited to cancellation because of ill health or injury.

6.3. The Business/es have the right to charge for amendments to reservations at a change fee of:

6.3.1. Amendments received 30 (thirty) days or more prior to departure: R 100 (excl. VAT) for each alteration made to the booking after the initial reservation plus the Business/es and/or suppliers published administration charges (from time to time), will be levied on all documentation or vouchers submitted for re-issue or refund.

6.3.2. Amendments received within 30 (thirty) days prior to departure: The applicable cancellation charge, as set out in Clause 6.1.1 or 6.1.2 (as the case may be), will be levied as the change fee.

6.4. No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive tour price, or whether they are in respect of pre-booked or optional arrangements.

7. Changes to Hotels, Coaches, Vehicles & Other Services

7.1. The products and services included on all booking itineraries, are subject to availability. The Business/es reserves the right to substitute hotels or coach operators or other services listed with others of the same or next available higher or lower category, at no additional cost to the traveller, even after commencement of the tour.

7.2. The Business/es reserves the right to use smaller or larger vehicles on scheduled escorted tours should final traveller numbers justify such change.

8. **Accommodation**

Unless specifically stated otherwise in the brochure itinerary, pricing schedule or quote, all accommodation is based on 2 (two) people sharing a twin-bedded room. Restrictions on the number of adults and/or children per room, are as stated in the specific quotation or supplier's terms and conditions, which restrictions are available on request. Specific room/bed requests are subject to availability and additional costs at the time of enquiry.

9. **Special Requests**

Special requests must be made at the time of booking. The Business/es will endeavour to comply with the special requests, which will be for the cost of the traveller, but cannot guarantee that such requests will be met.

10. **Travel Documents, Passports, Visas, Vaccinations, Inoculations and Re-entry Permits and International Driver's Licenses**

10.1. All travellers will be personally responsible for ensuring that they are in the possession of and have complied with:

10.1.1. the correct travel documentation, including passports valid for the minimum period after the tour, required by law in each country the traveller will visit;

10.1.2. the correct visas/re-entry permits, valid for the countries visited - the visa costs incurred are for the passenger's own account; and

10.1.3. health, foreign exchange and other legal requirements

10.2. The Business/es shall not be responsible for any consequences whatsoever should the traveller fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. Due to the constantly changing requirements of each country, the Business/es shall not be responsible or liable for any information, which it or its representative may furnish to the traveller in relation to the above. The onus shall remain on the passenger at all times to ensure that he/she has complied with such requirements.

10.3. If a traveller intends to drive a rental car, he/she should obtain an international driving permit from his/her local transport authority. The traveller must also be in possession of his/her local driving license and produce same at the car rental check-in counter.

11. **Insurance**

11.1. All travellers are advised to and are solely responsible to take out comprehensive travel insurance and to familiarise themselves with any exceptions and conditions as may be imposed by the insurance Business/es or underwriters issuing the policy of insurance which they select. The Business/es shall not be responsible or liable:

11.2. for any information which it or its representatives furnish in relation to travel insurance; or

11.3. for filing/prosecuting a claim on the traveller's behalf against any insurer/underwriter who has issued a policy to the traveller;

11.4. for any claim disputed/rejected by the insurers.

12. **Travel Declarations**

The Business/es requires that all foreign payments that are made on behalf of any South African travellers, must be deducted from the traveller's foreign exchange allowance. A currency declaration to this effect must be lodged before final documentation can be released.

13. **Jurisdiction**

- 13.1. All matters arising from or in connection with these terms and conditions and any contract concluded by the customer with the Business/es, their validity, existence and termination shall be determined in accordance with the laws of the Republic of South Africa.
- 13.2. Should any dispute of any nature whatever arise from or in connection with these terms and conditions and any contract concluded by the customer with the Business/es, then at the election of any party, such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA. The customer by its/his/her signature hereto expressly consent to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency and irrevocably authorizes the Business/es to apply, on behalf of all parties to such dispute, in writing, to the secretariat of AFSA in terms of Article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.
- 13.3. Either party may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 13.4. Nothing herein contained shall be deemed to prevent or prohibit either party from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- 13.5. Any arbitration in terms of this Paragraph 13 shall be conducted *in camera* and the parties shall treat as confidential and not disclose to any third party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of the other party.
- 13.6. The provisions of this Paragraph 13 will continue to be binding on the parties notwithstanding any termination or cancellation of any contract concluded by the customer with the Business/es.

14. **General Terms**

- 14.1. The Business/es shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty or condition express or implied shall be considered to be or have been made or agreed or implied by reference to any other writing, advertisement or conversation.
- 14.2. No indulgence, which the Business/es may grant to any party, shall constitute a waiver of any of the rights of the Business/es who shall not thereby be precluded from exercising any rights against the customer and/or the traveller which may have arisen in the past or which might arise in the future.
- 14.3. Each term or condition of these terms and conditions shall be separate and separately enforceable from the other terms and conditions herein, and shall in no way be limited or restricted by reference to or inference from any other terms or conditions. If any term or condition herein, shall be found to be illegal or unenforceable then the remaining terms and conditions hereof shall be and remain binding.
- 14.4. Should the Business/es appoint a tour guide in respect of any tour, then the traveller shall be obliged to comply with all reasonable instructions of such tour guide. The Business/es reserves the right to terminate the tour of any traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, tour group or service provider.
- 14.5. All travellers shall comply with general Codes of Conduct as issued by the Business/es from time to time, including any prohibition on smoking imposed on any coaches and at any hotels/venues on any tour.

- 14.6. The customer shall be solely responsible for ensuring that he/she is physically and mentally capable of undertaking the journey and participating in the activities that constitute the tour itinerary.

Special Conditions – Tourvest Destination Management - Touring

- Prices are subject to change without prior notice. All prices and rates are quoted in Rand, Namibian Dollar or US Dollar as specified, unless otherwise specifically agreed. Payment in approved foreign currency will be accepted at the rate of exchange applied by the bankers of Tourvest Destination Management at the time of receipt of payment. Any shortfall resulting from exchange rate fluctuations will be for the account of the passenger.
- If the client makes a booking on behalf of any party, the client warrants to Tourvest that the client is authorised by such traveller to make reservations on behalf of such traveller and is acting as such traveller's agent and in so doing, binds such party to these conditions. Upon the reservation being accepted by Tourvest, the client warrants that the traveller has been informed of and is bound by the terms and conditions set out herein. The client indemnifies and holds Tourvest harmless against all claims for damage, loss and injury which any traveller may claim against Tourvest if such claim is excluded in terms hereof.
- Tourvest reserves the right to use smaller vehicles on its scheduled tours should the number of passengers participating reduce sufficiently to warrant this.
- When requested by Tourvest, the client shall pay a deposit to Tourvest to secure certain services. The full tour price must be paid seven days prior to the commencement of services.
- Should the reservation be cancelled, the following cancellation fees will be due and payable (except Private Game Lodges, Zimbabwe, Botswana and Namibia where more stringent cancellation fees apply, details of which are available on request from Tourvest and will be supplied as and when such services are requested). All cancellations must be made in writing and shall be effective only on the date which Tourvest receives the notice of cancellation) -

• 30 days or more prior to travel date	0%
• 21 - 29 days prior to travel date	25%
• 14 - 20 days prior to travel date	50%
• 0 - 13 days prior to travel date	80%

All percentages refer to the total booking value

**100% cancellation fees will be charged for any No-Show on day tours and transfers.
100% cancellation fees will be charged on transfers cancelled within a 24 hours.**

- Accommodation is as specified in the itinerary or brochure and is based on two people sharing a twin bedded room. The use of specific accommodation is subject to availability. Tourvest reserves the right to make use of alternative accommodation. This will in no way affect the price of the tour. Single accommodation is in short supply but may be available at extra cost on a first come first serve basis.

- Company Sub-contracts -

Tourvest reserves the right to sub-contract and when this right is exercised the substitute vehicle will, as far as circumstances permit, compare equally with Tourvest's vehicles. If such a vehicle is not acquired, it remains the customer's right to obtain a vehicle to his own standard and cost. In the event of Tourvest sub-contracting a vehicle, it is agreed that the substituted vehicle operator shall act as an independent contractor, not subject to the control of Tourvest. It shall be decreed that the customer and the sub-contracted vehicle operator entered into a contract of hire and that the customer indemnifies Tourvest against any claim for damage or otherwise resulting from the driving of the substituted vehicle.

- All Scheduled Tours booked within 30 days are subject to availability and not guaranteed.

- A child of 12 years and older will be charged the full applicable adult per person rate on all services provided.

- On all overland tours -
 - Children under the age of 7 will not be accepted.
 - Children between 7 and 11 will qualify for a 50% reduction off the applicable per adult sharing rate, should that child share its accommodation with two adults.
 - No more than one child per room sharing with two adults will be possible.
 - Children who occupy their own room will be charged the full applicable per adult sharing rate.
- Certain camps, lodges and hotels generally refuse to accept children under 12 years.
- Children on the TIRB are subject to availability from properties.

- On all local tours -
 - Children under the age of 2 will not be accepted.
 - Children between 2 and 11 will qualify for a 25% reduction off the applicable per adult sharing rate.

- On scheduled transfers -
 - There is no discount for children on transfers