

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

1. Contracting Parties

- 1.1. The customers are either:
 - 1.1.1. tour operator; who contracts with GoVacation Africa (Pty) Ltd (as defined in Clause 1.2), or
 - 1.1.2. a travel agent, who contracts with GoVacation Africa (Pty) Ltd (as defined in Clause 1.2), on behalf of third party travellers (the client/s of such travel agent or tour operator);
- 1.2. GoVacation Africa (Pty) Ltd (hereafter referred to as "GVA"), a company duly incorporated in accordance with the Company Laws of the Republic of South Africa, Registration Number 2016/397085/07. GVA is a registered member of the South African Tourism Services Association (SATSA).
- 1.3. GVA possesses all licenses and permits necessary to conduct business as a tour operator in Southern Africa.
- 1.4. The customer chooses as its/his/her domicilia citandi et executandi for all purposes under these Terms and Conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature ("notices"), 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 shall be sent via electronic mail to the customer's nominated electronic mail address and shall additionally be sent via facsimile, delivered by hand, sent through registered post or an internationally recognized courier service, and shall be deemed, until the contrary is proved by the addressee, if sent via facsimile to have been received by the addressee on the date of successful transmission thereof, if delivered by hand or through a courier service on the date of delivery or if sent via registered post on the 7th (seventh) day after the posting thereof.

2. Exclusion of Liability, Suppliers Terms & Risk

- 2.1. GVA utilises the products of various travel suppliers ("the Tour").
- 2.2. GVA contracts for the suppliers as principals and does not act as an agent on behalf of the customer.
- 2.3. The booking of the supply of the products may be in GVA's name, or the supplier may undertake to supply the product to GVA, but it is unequivocally understood between GVA and the supplier that GVA will not make use of the supply or provide the product to the traveller. The supplier is obliged to render the product, paid for, to travellers whose names will be furnished to the supplier in due course by GVA. Thus the supplier knows that the products, to be rendered in the future, will be rendered to travellers in terms of the agreement it has with GVA. Moreover, the supplier knows that if it renders the future products to the traveller satisfactorily, this will constitute performance in terms of the agreement with GVA, discharging the supplier's obligation towards both GVA and the traveller, the latter of whom will be the recipient.
- 2.4. While GVA makes every effort:
 - 2.4.1. 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
 - 2.4.2. 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.

2.5. GVA accepts no liability for:

2.5.1. 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 GVA;

2.5.2. 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.

2.6. If in the opinion of GVA 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 GVA's control, GVA 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.

2.7. All bookings are subject to the terms and conditions specified by the supplier of the services which make up the Tour. GVA 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.

2.8. Save in the event of wilful misconduct or gross negligence by GVA, neither GVA nor its holding or parent company or representatives shall be liable for any loss, injury, death or damages, arising from the Tour.

2.9. GVA will not be responsible for any charges that appear on a traveller's credit card not levied/effectuated directly by GVA (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.

2.10. 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 GVA, 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 GVA harmless against all claims for damages, loss, injury or expense, which any traveller may claim against GVA in the event that such claim is excluded under the terms and conditions set out herein.

2.11. 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 GVA harmless against all claims for damages, loss, injury or expense, which any such member of the group may claim against GVA 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 GVA.

3. Quoted Prices & Price Variations

- 3.1. Prices quoted:
- 3.1.1. in the most current release of the GVA brochure price schedule;
 - 3.1.2. in any of GVA's scheduled escorted tour price schedules;
 - 3.1.3. in any specific FIT or group quote issued by GVA;
 - 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 GVA, only for the period of validity as stated on the price schedule/quote in question;
 - b) subject to increase, forthwith on notice by GVA, in respect of any fuel surcharge and/or increase in entrance fees and/or government and/or regional levies and/or taxes.
- 3.2. GVA reserves the right to adjust prices, on expiry of any period of validity of a price schedule/quote issued by GVA, 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 GVA.
- 3.4. All information contained in GVA's brochure/itinerary and price schedules are to the best of GVA's knowledge and belief true and correct, but GVA 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 GVA 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 GVA booking confirmation, the provisions of the brochure terms and/or the GVA booking confirmation shall prevail.

4. Reservations

- 4.1. GVA 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 GVA, GVA shall forward a written confirmation of booking by facsimile or email.
- 4.3. On transmission of the GVA 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 GVA confirmation of the booking; and

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

5. Credit & Payment Terms

- 5.1. GVA grants 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. GVA 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, GVA 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 GVA shall be paid without deduction or set off, free of exchange by EFT/bank SWIFT telegraphic transfer, into the GVA bank account as notified by GVA to the customer in writing from time to time.
 - 5.1.6. Any amount falling due for payment by the customer in terms of these Terms and Conditions, 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 RMB Corporate Banking 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 GVA may show to the customer, shall in anyway prejudice its rights under these terms and conditions or preclude or stop GVA from exercising any right it is entitled to exercise in terms hereof. Unless specifically stated by GVA in writing, the receipt by GVA of any payment, shall in no way whatsoever prejudice or operate as a waiver or abandonment of any of its rights.
 - 5.1.8. GVA shall be entitled in its sole discretion to appropriate any amounts received by GVA from the customer towards the payment of any cause, debt or amount owing by the customer to GVA whatsoever. Each payment made by the customer to GVA, 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 GVA as to:
 - 5.1.9.1. the existence and amount of any indebtedness at any time of the customer to GVA ("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 GVA,

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 GVA the whole of the outstanding balance of its account, together with accrued interest thereon immediately, and GVA shall be entitled to proceed for the immediate recovery thereof without prior notice to the customer and without prejudice to GVA's other rights in law and/or without prejudice to any claims which GVA 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 GVA in terms of these Terms and Conditions 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 GVA, and will be subject to the rate of exchange, applied by the GVA's bankers at the time of receipt of payment. The customer shall be liable to effect payment to GVA of any shortfall (and GVA shall be responsible to reimburse the customer for any overpayment), resulting from exchange rate fluctuations, as set out in GVA's statement.

5.3. GVA 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. GVA 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 GVA has aligned the cancellation terms with those of the EEU's consumer travel protection laws/regulations, GVA does 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 GVA. Moreover, while GVA may endeavour to obtain the terms and conditions 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 GVA 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).
- 6.1.4. The cancellation terms set out in 6.1.1 shall only apply to FIT bookings. Any group booking or quote shall be subject to the cancellation terms set out in the GVA quotation or the booking confirmation received by the customer.
- 6.1.5. Notwithstanding this clause 6, as per clause 2.7 the general cancellation fee applicable to airline tickets is 100% (one hundred per centum), the extension of ticket validity is not permitted and the customer must reconfirm his/her flight within 72 hours prior to departure.
- 6.2. Amendments and all cancellations en route must be made with GVA directly. The customer shall be liable for all costs (including repatriation and the administrative fees of GVA) 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. GVA has 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 (one hundred rand) (excl. VAT) for each alteration made to the booking after the initial reservation plus GVA's 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. GVA 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. GVA 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. GVA 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. GVA 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, GVA 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 or underwriters issuing the policy of insurance which they select. GVA 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**

GVA 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 GVA, 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 GVA, the parties shall attempt to resolve such dispute through good faith negotiations within 10 (ten) days upon which the dispute arose. Should the parties fail to resolve the dispute in accordance with the aforementioned, 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 GVA 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 Clause 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 Clause 13 will continue to be binding on the parties notwithstanding any termination or cancellation of any contract concluded by the customer with GVA.

14. **General Terms**

- 14.1. GVA 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 GVA may grant to any party, shall constitute a waiver of any of the rights of GVA 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 GVA 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. GVA 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 GVA 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.

15. Other terms

Below are the terms and conditions of Tourvest Destination Management, a division of Tourvest Holdings (Pty) Ltd for Guided Tours, Transfers and Charters and TDM Beds of which GVA makes use of such services.

Special Conditions – Tourvest Destination Management – Guided Tours

1. Undertaking

Tourvest Destination Management undertakes to provide all services offered subject to the terms and conditions set out herein, which terms and conditions are accepted by the customer.

Contracting Parties

- 1.1. The customer is either:
 - 1.1.1. a travel agent, or tour operator, who contracts with one or more of the Business (as defined in Clause 1.2), on behalf of third party travellers (the client/s of such travel agent or tour operator); or
 - 1.1.2. a traveller/s, booking contracting in his/her/its personal capacity, with one or more of the Business (as defined in Clause 1.2).
- 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. Tourvest DMC (*and its associated brands*)
 - 1.2.2. Tourvest Destination Management
 - 1.2.3. TDM Air
 - 1.2.4. TEAM Sports Travel
 - 1.2.5. Pure Sport and Pure Skiing
 - 1.2.6. TEAM Destination Management
 - 1.2.7. Great Safaris
 - 1.2.8. Liberty Southern Africa
 - 1.2.9. Tourvest – Incentives / Meetings & Events
- 1.3. The Business possesses all licenses and permits necessary to conduct business as a tour operator in Southern Africa.
- 1.4. The customer chooses as its/his/her *domicilia citandi et executandi* for all purposes under these Terms and Conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature (“notices”), 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 shall be sent via electronic mail to the customer’s nominated electronic mail address and shall additionally be sent via facsimile, delivered by hand, sent through registered post or an internationally recognized courier service,

and shall be deemed, until the contrary is proved by the addressee, if sent via facsimile to have been received by the addressee on the date of successful transmission thereof, if delivered by hand or through a courier service on the date of delivery or if sent via registered post on the 7th (seventh) day after the posting thereof.

2. Definitions

- 2.1 "Tourvest Destination Management" 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).
- 2.2 "Services" means the provision of accommodation and/or transportation and/or meals as offered by Tourvest Destination Management.
- 2.3 "Client" means individuals, groups, companies or others legal persons using the service of Tourvest Destination Management.
- 2.4 "Pax" means passengers travelling.
- 2.5 "Arrival date" shall mean the scheduled date of arrival of the traveller(s) in the republic of South Africa.

The headings appear for reference only shall not influence interpretation of these Terms and Conditions.

3. Tour Pricing

- 3.1 Current prices and services are detailed on the rates provided, as contracted, and are quoted in South African Rands unless otherwise stipulated. Tourvest Destination Management expressly reserves the right to amend prices quotations in the event of unforeseen increases in supplier tariffs, taxes or other Government levies, tourism levies, fuel prices, other taxes of whatever nature or other factors beyond its control.
- 3.2 All rates are calculated inclusive of VAT.
- 3.3 All quotations are valid only to the expiring date stated in the quotation and are subject to adjustment if the services quoted are not available at the time of booking. Quotations are based on itineraries and requirements specified by the client. Upon acceptance, any amendments requested by the client or traveller, which incur extra costs, are for the client's or traveller's account, as the case may be.

4. Reservation

If the client makes a booking on behalf of any party, the client warrants to Tourvest Destination Management 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 Terms and Conditions.

Upon the reservation being accepted by Tourvest Destination Management, 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 Destination Management harmless against all claims for damage, loss and injury which any traveller may claim against Tourvest Destination Management if such claim is excluded in terms hereof.

5. Payment Terms

The client shall pay a deposit of 25% (twenty five per cent) of the tour price to Tourvest Destination Management on booking the tour to secure the services. Final payment is due and payable 30 (thirty) days prior to the commencement of services or departure.

In the event of any reservation being made within 30 (thirty) days prior to departure, the total price shall be immediately due and payable within 72 (seventy two) hours. All Scheduled Tours booked within 30 (thirty) days are subject to availability and are not guaranteed.

Tourvest Destination Management expressly reserves the right to cancel any reservation where payment has not been made on the due date, without prejudice to claim compensation for all possible damages suffered due to the clients breach and the client hereby expressly accepts such rights

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, and will be subject to the rate of exchange, applied by the Business' bankers at the time of receipt of payment. The customer shall be liable to effect payment to the Business of any shortfall (and the Business shall be responsible to reimburse the customer for any overpayment), resulting from exchange rate fluctuations.

6. Booking Conditions

Tourvest Destination Management carries passenger liability insurance, details of which will be made available on request. It is strongly recommended that all clients take out comprehensive travel insurance including medical cover, as well as cancellation and curtailment covers, as Tourvest Destination Management does not cover this.

- 6.1 Should the traveller fail to join a tour, join it after departure or leave it prior to completion, no refund will be made and no credits granted. Travellers should ensure that they at all times have appropriate insurance cover.
- 6.2 Tourvest Destination Management shall not be liable for any loss, damage or expenses of any nature whatever suffered by the client or any traveller arising from:
 - a) The loss of or any damage to property;
 - b) The cancellation or curtailment of any tour;
 - c) Sickness, quarantine, weather conditions, war, riots, and/ or any other cause of any nature whatever, however caused and whether as a result of Tourvest Destination Management negligence or otherwise.
- 6.3 Travellers may not carry any unlawful articles or substances whilst travelling in the Southern African region. Should any traveller contravene the aforesaid prohibitions, Tourvest Destination Management will be entitled to immediately exclude the offender from the tour and such traveller will be responsible for his or her own repatriation and all costs associated therewith. Tourvest Destination Management will under no circumstance assist any such offender in any dealings or negotiations with any authority.
- 6.4 Should the Business appoint/ed driver or tour guide in respect of any tour, then the traveller shall be obliged to comply with all reasonable instructions of such driver or tour guide. The Business reserves the right to terminate the tour of any traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed driver or tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, tour group or service provider.
- 6.5 Tourvest Destination Management reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. Tourvest Destination Management will offer substitutes of equal value and will inform the client of any known changes before departure.

7 Transportation

Transportation is in air conditioned touring vehicles or coaches appropriate to the requirements of the tour. Tourvest Destination Management reserves the right to utilise smaller vehicles on its scheduled tours should the number of passengers participating reduce sufficiently to warrant this.

All overland tours including all Day Tours are strictly a minimum of 2 (two) passengers travelling.

It is obviously not possible for all travellers to occupy front row seats throughout the tours. So as to have as many passengers as possible enjoy front row seats, Tourvest Destination Management tour guides and drivers have been instructed to implement a policy of rotation of seats.

Single passengers will be charged for the price of 2 (two) pax travelling, however if 45 (forty five) days out, additional pax are booked onto the same tour, the additional cost will be credited back to the passenger.

7.1 In the event of Tourvest Destination Management sub-contracting a vehicle, it is agreed that the substituted vehicle operator shall act as an independent contractor, and subject to the sub-contractors liability cover.

7.2 The customer, in a sub-contracted vehicle, agrees to indemnify Tourvest Destination Management against any claims for any damages that might arise in terms of this Clause 7.

8 Delays

Tourvest Destination Management shall not be responsible for the consequences of any delays whether arising from accidents, breakdowns, or any other cause whatsoever.

9 Standards and Safety

Tourvest Destination Management undertakes that:

- 9.1 Vehicles provided are large enough to accommodate the number of guests and luggage.
- 9.2 All drivers/guides are licenced in terms of local legislation.
- 9.3 All vehicles comply with relevant safety regulations.

10 Passports and Visas

The onus is on the traveller or their agent to ensure that their passports are valid for travel and that they are in possession of valid visas for all countries being visited and that all necessary health certificates for these destinations are in order.

11 Luggage

One standard set of luggage, comprising 1 (one) suitcase and 1 (one) overnight bag per person is allowed. Luggage should be clearly marked. Tourvest Destination Management accepts no responsibility for loss or damage to luggage or personal property from whatsoever cause arising. Guests are advised to take up adequate insurance cover.

12 Right of Admission Reserved

Tourvest Destination Management reserves the right at its discretion to decline to accept or retain any person as a guest. Guests shall obey every lawful instruction of any employee of Tourvest Destination Management.

13 Smoking

In accordance with international practice and as a courtesy to non-smoking passengers, the traveller's co-operation is required in implementing a policy of prohibiting smoking on vehicles. At no time and under no circumstance is smoking permitted on vehicles. The guide or driver will ensure that sufficient comfort stops are made to enable travellers to smoke.

14 Accommodation

Accommodation is as specified in the itinerary or brochure and is based on 2 (two) people sharing a twin bedded room. The use of specific accommodation is subject to availability.

Tourvest Destination Management reserves the right to make use of alternative accommodation. This will in no way affect the price of the tour.

15 Meals

Meals included are as specified in the tour itinerary. Please check the applicable itinerary for details.

16 Cancellation Fees

Should the reservation be cancelled, the following cancellation fees will be due and payable. All cancellations must be made in writing and shall be effective only on the date which Tourvest Destination Management receives the notice of cancellation –

16.1 Classic Scheduled Guided Tours:

All percentages refer to the total booking value

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

100% cancellation fees will be charged for any no-show on overland tours.

All guided overland tours are available on free sell 30 (thirty) days before departure and bookings within 29 (twenty nine) days are subject to availability and not guaranteed.

16.2 Botswana/Zimbabwe Guided Tours:

Zimbabwe and Botswana Explorer Safaris are available on free sell 66 (sixty six) days before travel and bookings within 65 (sixty five) days are subject to availability and not guaranteed.

66 days or more prior to travel date	25%
65 days or less prior to travel date	100%

16.3 Classic Scheduled Day Tours:

100% cancellation fees will be charged for any cancellation within 24 hours of day tour.

100% cancellation fees will be charged for any no-show on day tours.

17 Child Policy

17.1 All Guided Tours

Children under the age of 7 (seven) will not be accepted, except specific English and Italian only tours as well as when booked on private basis.

- Bookings on overland tours are strictly subject to the availability of child-friendly accommodation at the time of the request.
- Children between 7 (seven) and 11 (eleven) will qualify for a 50% reduction off the applicable per adult sharing rate, should that child share its accommodation with 2 (two) adults.
- A child of 12 (twelve) years and older will be charged the full applicable adult per person rate on all services provided.
- No more than 1 (one) child per room sharing with 2 (two) adults will be possible.
- Children who occupy their own room will be charged the full applicable per adult sharing rate.
- Children on the TIRB tours are subject to availability from properties.

17.2 Overland Tours – Botswana/Zimbabwe Guided Tours:

- Botswana: Children under the age of 12 (twelve) years will not be accepted. Children between 12 (twelve) and 15 (fifteen) years qualify for a 50% reduction of the per person sharing rate.
- Zimbabwe: Children under the age of 16 (sixteen) years will not be accepted due to walking safaris conducted in wilderness areas, except when booked on a private basis.
- The minimum age for a private safari will be 12 (twelve) years.

17.3 Classic Scheduled Day Tours:

- Children under the age of 2 (two) years will not be accepted.

- Children between 2 (two) and 11 (eleven) years will qualify for a 25% reduction off the applicable per adult sharing rate.
- Children under the age of 7 (seven) years will not be accepted on the TIDM
- Children under the age of 12 (twelve) years will not be accepted on the TICS
- TDM is allowed to make use of alternative suppliers and cannot be held liable when children 2 years and younger are on tour.

18 Responsibility

Tourvest Destination Management carries passenger liability cover, subject to the Road Transportation Act, Road Accident Fund Act and Road Accident Fund and any other applicable legislation or regulations whether already in effect or which may come into effect during the duration of these Terms and Conditions, details of which are available on request. Tourvest Destination Management is not responsible or liable for any damages, losses, costs or expenses sustained by any guest as a result of any act or omission whatsoever of any hotel, airline or other person.

Tourvest Destination Management accepts no liability for the death of, or injury to, loss and/ or damage to any person and /or property arising out of any act or omission of Tourvest Destination Management, the supplier, any servant or agent of Tourvest Destination Management or any supplier, whether as a result of negligence or otherwise. The client and the traveller shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which the client and the traveller may be entitled under the provision of the law of the Republic of South Africa for any loss or damage to person and/or property.

19 Law

The law of the Republic of South Africa (where applicable) shall govern the relationship between Tourvest Destination Management and the client/s and the courts of the Republic of South Africa, (where applicable) shall have sole jurisdiction in respect of any claims and/or disputes which may arise between Tourvest Destination Management and the client/s or agent.

Special Conditions – Tourvest Destination Management – Transfers and Charters

1. Undertaking

Tourvest Destination Management undertakes to provide all services offered subject to the terms and conditions set out herein, which terms and conditions are accepted by the guest.

Contracting Parties

- 1.1. The customer is either:
 - 1.1.1. a travel agent, or tour operator, who contracts with one or more of the Business (as defined in Clause 1.2), on behalf of third party travellers (the client/s of such travel agent or tour operator); or
 - 1.1.2. a traveller/s, booking contracting in his/her/its personal capacity, with one or more of the Business (as defined in Clause 1.2).
- 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. Tourvest DMC (*and its associated brands*)
 - 1.2.2. Tourvest Destination Management
 - 1.2.3. TDM Air
 - 1.2.4. TEAM Sports Travel

- 1.2.5. Pure Sport and Pure Skiing
 - 1.2.6. TEAM Destination Management
 - 1.2.7. Great Safaris
 - 1.2.8. Liberty Southern Africa
 - 1.2.9. Tourvest – Incentives / Meetings & Events
- 1.3. The Businesses possess all licenses and permits necessary to conduct business as a tour operator in Southern Africa.

The customer chooses as its/his/her *domicilia citandi et executandi* for all purposes under these Terms and Conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature (“notices”), 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 shall be sent via electronic mail to the customer’s nominated electronic mail address and shall additionally be sent via facsimile, delivered by hand, sent through registered post or an internationally recognized courier service, and shall be deemed, until the contrary is proved by the addressee, if sent via facsimile to have been received by the addressee on the date of successful transmission thereof, if delivered by hand or through a courier service on the date of delivery or if sent via registered post on the 7th (seventh) day after the posting thereof.

2. Definitions

- 2.1 Tourvest Destination Management 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).
- 2.2 “Services” means the provision of accommodation and/or transportation and /or meals as offered by Tourvest Destination Management.
- 2.3 “Client” means individuals, groups, companies or others legal persons using the service of Tourvest Destination Management.
- 2.4 “Pax” means passengers travelling.
- 2.5 “Arrival date” shall mean the scheduled date of arrival of the traveller(s) in the republic of South Africa.

The headings appear for reference only shall not influence the interpretation of these Terms and Conditions.

3. Pricing

- 3.1 Current prices and services are detailed on the rates provided, as contracted, and are quoted in South African Rands unless otherwise stipulated. Tourvest Destination Management expressly reserves the right to amend prices quotations in the event of unforeseen increases in supplier tariffs, taxes or other Government levies, tourism levies, fuel price increases, other taxes of whatever nature or other factors beyond its control.
- 3.2 All rates are calculated inclusive of VAT.
- 3.3 All quotations are valid only to the expiring date stated in the quotation and are subject to adjustment if the services quoted are not available at the time of booking. Quotations are based on itineraries and requirements specified by the client. Upon acceptance, any amendments requested by the client or traveller, which incur extra costs, are for the client’s or traveller’s account, as the case may be.

4. Reservation

If the client makes a booking on behalf of any party, the client warrants to Tourvest Destination Management 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 Terms and Conditions.

Upon the reservation being accepted by Tourvest Destination Management, 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 Destination Management harmless against all claims for damage, loss and injury which any traveller may claim against Tourvest Destination Management if such claim is excluded in terms hereof.

5. Payment Terms

The client shall pay a deposit of 25% (twenty five per cent) of the Transfer and Charter price to Tourvest Destination Management on booking the Transfer or Charter to secure the services. Final payment is due and payable 30 (thirty) days prior to the commencement of services or departure.

In the event of any reservation being made within 30 (thirty) days prior to departure, the total price shall be immediately due and payable within 72 (seventy two) hours. All Transfers and Charters booked within 30 (thirty) days are subject to availability and are not guaranteed.

Tourvest Destination Management expressly reserves the right to cancel any reservation where payment has not been made on the due date, without prejudice to claim compensation for all possible damages suffered due to the clients breach and the client hereby expressly accepts such rights.

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, and will be subject to the rate of exchange, applied by the Business' bankers at the time of receipt of payment. The customer shall be liable to effect payment to the Business of any shortfall (and the Business shall be responsible to reimburse the customer for any overpayment), resulting from exchange rate fluctuations.

6. Booking Conditions

Tourvest Destination Management carries passenger liability insurance, details of which will be made available on request. It is strongly recommended that all clients take out comprehensive travel insurance including medical cover, as well as cancellation and curtailment covers, as Tourvest Destination Management does not cover this.

- 6.1 Travellers should ensure that they at all times have appropriate insurance cover.
- 6.2 Tourvest Destination Management shall not be liable for any loss, damage or expenses of any nature whatever suffered by the client or any traveller arising from:
 - a) The loss of or any damage to property;
 - b) The cancellation or curtailment of any Transfer or Charter.
 - c) Sickness, quarantine, weather conditions, war, riots, and/ or any other cause of any nature whatever, however caused and whether as a result of Tourvest Destination Management negligence or otherwise.
- 6.3 Travellers may not carry any unlawful articles or substances whilst travelling in the Southern African region. Should any traveller contravene the aforesaid prohibitions, Tourvest Destination Management will be entitled to immediately exclude the offender from the tour and such traveller will be responsible for his or her own repatriation and all costs associated therewith. Tourvest Destination Management will under no circumstance assist any such offender in any dealings or negotiations with any authority.
- 6.4 Should the Business appoint/ed tour guide or driver in respect of any Transfer or Charter then the traveller shall be obliged to comply with all reasonable instructions of such driver or tour guide. The Business reserves the right to terminate the Transfer or Charter of any

traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed driver or tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, tour group or service provider.

- 6.5 Tourvest Destination Management reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. Tourvest Destination Management will offer substitutes of equal value and will inform the client of any known changes before departure.

7 Transportation

Transportation is in air-conditioned coaches, touring vehicles, minibuses or sedan vehicles appropriate to the requirements of the Charter or Transfer. Tourvest Destination Management therefore reserves the right to use smaller vehicles should the number of guests participating reduce sufficiently to warrant this.

- 7.1 In the event of Tourvest Destination Management sub-contracting a vehicle, it is agreed that the substituted vehicle operator shall act as an independent contractor, and subject to the sub-contractors liability cover.
- 7.2 The customer, in a sub-contracted vehicle agrees to indemnify Tourvest Destination Management against any claim for damages

8 Delays

Tourvest Destination Management shall not be responsible for the consequences of any delays whether arising from accidents, breakdowns, or any other cause what so ever.

9 Standards and Safety

Tourvest Destination Management undertakes that;

- 9.1 Vehicles provided are large enough to accommodate the number of guests and luggage.
- 9.2 All drivers/guides are licenced in terms of local legislation
- 9.3 All vehicles comply with relevant safety regulations.

10 Passports and Visas

The onus is on the traveller or their agent to ensure that their passports are valid for travel and that they are in possession of valid visas for all countries being visited and that all necessary health certificates for these destinations are in order.

11 Luggage

Tourvest Destination Management accepts no responsibility for loss or damage to luggage or personal property from whatsoever causes arising. Guests are advised to take up adequate insurance cover.

12 Right of Admission Reserved

Tourvest Destination management reserves the right at its discretion to decline to accept or retain any person as a guest. Guests shall obey every lawful instruction of any employee of Tourvest Destination Management.

13 Smoking

In accordance with international practice and as a courtesy to non-smoking passengers, the traveller's co-operation is required in implementing a policy of prohibiting smoking on vehicles. At no time and

under no circumstance is smoking permitted on vehicles. The guide or driver will ensure that sufficient comfort stops are made to enable travellers to smoke.

14 Cancellation Fees

Should the reservation be cancelled, the following cancellation fees will be due and payable. All cancellations must be made in writing and shall be effective only on the date which Tourvest Destination Management receives the notice of cancellation –

All percentages refer to the total booking value

14.1 TDM Charters

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%
No shows will be charged	100%

14.2 TDM Transfers

100% cancellation will be charged for transfers cancelled within 24 hours
No shows will be charged 100%

15 Child Policy

There is no discount for children booked on scheduled transfers.

16 Responsibility

Tourvest Destination Management carries passenger liability cover, subject to the Road Transportation Act and Road Accident Fund and any other applicable legislation or regulations, details of which are available on request. Tourvest Destination Management is not responsible for any damages sustained by any guest as a result of any act or omission whatsoever of any hotel, airline or other person.

Tourvest Destination Management accepts no liability for the death of, or injury to, loss and/ or damage to any person and /or property arising out of any act or omission of Tourvest Destination Management, the supplier, any servant or agent of Tourvest Destination Management or any supplier, whether as a result of negligence or otherwise. The client and the traveller shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which the client and the traveller may be entitled under the provision of the law of the Republic of South Africa for any loss or damage to person and/or property.

17 Law

The law of the Republic of South Africa (where applicable) shall govern the relationship between Tourvest Destination Management and the client/s and the courts of the Republic of South Africa, (where applicable) shall have sole jurisdiction in respect of any claims and/or disputes which may arise between Tourvest Destination Management and the client/s or Agent.

Special Conditions – Tourvest Destination Management – TDM Beds

1. Undertaking

Tourvest Destination Management undertakes to provide all services offered subject to the terms and conditions set out herein, which terms and conditions are accepted by the guest.

Contracting Parties

1.1. The customer is either:

- 1.1.1. a travel agent, or tour operator, who contracts with one or more of the Business (as defined in Clause 1.2), on behalf of third party travellers (the client/s of such travel agent or tour operator); or
 - 1.1.2. a traveller/s, booking contracting in his/her/its personal capacity, with one or more of the Business (as defined in Clause 1.2).
- 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. Tourvest DMC (*and its associated brands*)
 - 1.2.2. Tourvest Destination Management
 - 1.2.3. TDM Air
 - 1.2.4. TEAM Sports Travel
 - 1.2.5. Pure Sport and Pure Skiing
 - 1.2.6. TEAM Destination Management
 - 1.2.7. Great Safaris
 - 1.2.8. Liberty Southern Africa
 - 1.2.9. Tourvest – Incentives / Meetings & Events
- 1.3. The Business possesses all licenses and permits necessary to conduct business as a tour operator in Southern Africa.

The customer chooses as its/his/her *domicilia citandi et executandi* for all purposes under these Terms and Conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature (“notices”), 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 shall be sent via electronic mail to the customer’s nominated electronic mail address and shall additionally be sent via facsimile, delivered by hand, sent through registered post or an internationally recognized courier service, and shall be deemed, until the contrary is proved by the addressee, if sent via facsimile to have been received by the addressee on the date of successful transmission thereof, if delivered by hand or through a courier service on the date of delivery or if sent via registered post on the 7th (seventh) day after the posting thereof.

2. Definitions

- 2.1 Tourvest Destination Management 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).
- 2.2 “Services” means the provision of accommodation and/or transportation and /or meals as offered by Tourvest Destination Management.
- 2.3 “Client” means individuals, groups, companies or others legal persons using the service of Tourvest Destination Management.
- 2.4 “Pax” means passengers travelling

- 2.5 "Arrival date" shall mean the scheduled date of arrival of the traveller(s) in the republic of South Africa.

The headings appear for reference only shall not influence interpretation of these Terms and Conditions.

3. Pricing

- 3.1 Current prices and services are detailed on the rates provided, as contracted, and are quoted in South African Rands unless otherwise stipulated. Tourvest Destination Management expressly reserves the right to amend prices quotations in the event of unforeseen increases in supplier tariffs, taxes or other Government levies, tourism levies, fuel prices, other taxes of whatever nature or other factors beyond its control.
- 3.2 All rates are calculated inclusive of VAT.
- 3.3 All quotations are valid only to the expiring date stated in the quotation and are subject to adjustment if the services quoted are not available at the time of booking. Quotations are based on itineraries and requirements specified by the client. Upon acceptance, any amendments requested by the client or traveller, which incur extra costs, are for the client's or traveller's account, as the case may be.

4. Reservation

If the client makes a booking on behalf of any party, the client warrants to Tourvest Destination Management 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 Terms and Conditions.

Upon the reservation being accepted by Tourvest Destination Management, 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 Destination Management harmless against all claims for damage, loss and injury which any traveller may claim against Tourvest Destination Management if such claim is excluded in terms hereof.

5. Payment Terms

Tourvest Destination Management expressly reserves the right to cancel any reservation where payment has not been made on the due date, without prejudice to claim compensation for all possible damages suffered due to the clients breach and the client hereby expressly accepts such rights

The client shall pay Tourvest Destination Management in full, 30 (thirty) days prior to an accommodation voucher being issued and released.

Hotels will not accept any booking without a valid TDM Beds accommodation voucher being presented upon arrival

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, and will be subject to the rate of exchange, applied by the Business' bankers at the time of receipt of payment. The customer shall be liable to effect payment to the Business of any shortfall (and the Business shall be responsible to reimburse the customer for any overpayment), resulting from exchange rate fluctuations.

6. Accommodation

Accommodation is as specified in the TDM Beds voucher and is based on 2 (two) people sharing on a bed and breakfast basis. Game Lodge vouchers are based on Full Board basis (3 meals and 2 Game Drives Daily). The use of specific accommodation is subject to availability.

7. Meals

Meals included are as specified in the TDM Beds accommodation voucher.

8. Cancellation Fees

The Business cancellation charges as follows:

8.1 TDM Beds City Hotels

30 days or more prior to travel date:	0% of total price
29-21 days prior to travel date:	25% of total price
14-20 days prior to travel date:	50% of total price
7-13 days prior to travel date:	70% of total price
Less than 7 days prior to travel date:	80% of total price

8.2 TDM Beds Game Lodges

45 Days prior to travel date	: 15% of the total lodge costs
44 - 30 Days prior to travel date	: 25% of the total lodge costs
29 - 22 Days prior to travel date	: 30% of the total lodge costs
21 - 15 Days prior to travel date	: 50% of the total lodge costs
14 days or less prior to travel date	: 80% of the total lodge costs

- 8.3 Any further special cancellation charges that, for example may apply for peak periods, as is set out in the Business booking confirmation (which shall take precedence and substitute the cancellation charges due in terms of cancellation charges as stated above).
- 8.4 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 optional arrangements.

9. Child Policy

9.1 **Bongani Mountain Lodge**

- The lodge does not accept children younger than 2 years of age and no children under the age of 7 are permitted on game drives without prior arrangement.
- No children under the age of 16 are permitted in the Amani Spa unless a treatment has been booked

9.2 **Makalali**

- A maximum of 2 (two) children under the age of 12 (twelve) years can be accommodated in the children's room.
- A maximum of 6 (six) children's rooms can be reserved per day unless otherwise agreed to by the Supplier.

9.3 **Protea Fire & Ice**

- Children from 2-12 years of age are accommodated free of charge.
- Children only accommodated in a Two Bed Loft Suite.

9.4 **Protea Balalaika**

- Child can only be accommodated in a Family Rooms – Surcharge applies.

10. Responsibility

Tourvest Destination Management accepts no liability for the death of, or injury to, loss and/ or damage to any person and /or property arising out of any act or omission of Tourvest Destination Management,

the supplier, any servant or agent of Tourvest Destination Management or any supplier, whether as a result of negligence or otherwise. The client and the traveller shall be deemed to have waived, renounced and abandoned any and all rights and entitlements to which the client and the traveller may be entitled under the provision of the law of the Republic of South Africa for any loss or damage to person and/or property.

11. Law

The law of the Republic of South Africa (where applicable) shall govern the relationship between Tourvest Destination Management and the client/s and the courts of the Republic of South Africa, (where applicable) shall have sole jurisdiction in respect of any claims and/or disputes which may arise between Tourvest Destination Management and the client/s or Agent.