

TERMS AND CONDITIONS

Important Notice: Terms binding on you

Your booking and travel arrangements are made subject to the terms and conditions ("the Contract"), which apply between you and Tourvest Holdings (Pty) Ltd, Registration Number 2008/003719/07 ("Tourvest"). Such Contract shall consist of these Terms and Conditions, the specific quotation, the booking confirmation and the invoices & receipts in question. The Contract contains certain terms and conditions which appear in similar text style to this clause and which: may limit the risk or liability of Tourvest or a third party; may create risk or liability for you or a third party; may compel you to indemnify Tourvest or a third party; and/or serves as an acknowledgement, by you or a third party, of a fact. Your attention is drawn to these terms and conditions because they are important and should be carefully noted. Nothing in these terms and conditions is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either you, a third party or Tourvest in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").

Suppliers Products and Services and Tourvest's Role

Tourvest acts as intermediary only and agent/broker for the Supplier/s and accordingly on receipt of your booking, Tourvest shall transmit any such booking to the supplier/s concerned, including airlines, tour operators, hotels, shipping companies, car hire and other providers of travel products or services ("the Supplier/s") and endeavours to secure the necessary reservations and arrangements set out in your booking. Tourvest's role as an intermediary, in relation to your travel arrangements, is limited to facilitating your booking and arranging travel documentation, payments and refunds as applicable. To the extent that Tourvest acts as an intermediary for Suppliers or third parties, it is obliged to make certain disclosures in accordance with the CPA, which disclosures are set out in these Terms and Conditions. Tourvest is not the Supplier of the products and/or services marketed and/or sold to you and you acknowledge that: a separate legal relationship exists between yourself and the relevant Supplier whose products and/or services you purchase through Tourvest; Tourvest is not responsible for Suppliers or the products or services they offer. Tourvest uses booking engines such as Amadeus E-Power and banking/credit card payment gateway products ("the System"), which are not owned by Tourvest or under Tourvest's control and for which products you acknowledge Tourvest is not responsible in law.

Supplier Terms & Pricing

Suppliers impose different terms and conditions on the sale of their specific travel products or services ("Supplier Terms"). The products and services of each Supplier are sold subject to the Supplier's Terms. You should carefully read all the Supplier Terms specific to the product or service you are booking before finalising your transaction. You acknowledge by your use of the products and services of each Supplier that you will be bound by the relevant Supplier's Terms made in respect of the products and services you choose to contract for. The Supplier/s may in turn also act as an intermediary or agent themselves or have contracted out of liability, and the same cautions set out in 2.4 apply to Suppliers Terms. Examples of typical Supplier Terms are: Airfares and prices in the System may not include taxes or airport charges and are subject to availability of the product or service. Prices do not include any items or services not specified in the product or service description, e.g. transfers, telephone calls, laundry, meals, etc. Prices, fare conditions and class of travel can change at any time without notice. Routing restrictions may apply. No refunds/credits are given for "no shows" or unused services. In the event of there being an unscheduled extension (including a curtailment or cancellation to the products or services) caused by events beyond the control of the Supplier/s, any expenses relating to these unscheduled extensions/delays will be for your account and there is no right to any refund.

Bookings

In making a travel reservation through the Facility, it is your responsibility to: read the Supplier Terms; carefully check the details of your reservation and any confirmation thereof received from Tourvest; convey all relevant information and terms to any other parties covered by any booking you make; understand all peripheral requirements that need to be met, e.g. obtaining visas. Tourvest accepts no responsibility or liability for your misunderstanding or error whatsoever in this process. All booking enquiries and quotations provided by Tourvest, are not confirmed reservations nor a representation/binding undertaking of availability or pricing. Quotations are a request only and simply an indication of pricing and availability at the time that the quotation is issued.

Booking Confirmation and Cash Payment

Upon confirmation by you of a quotation and instructions to proceed to make a booking, Tourvest will issue a booking confirmation which is a reservation of availability subject to payment and the Supplier Terms and the Contract. Prices quoted cannot be fixed until such time as full payment has been received by Tourvest and final documentation has been issued ("the Booking Finalisation Date"). Prices quoted may vary up to the Booking Finalisation Date due to supplier price changes/surcharges and currency fluctuation and any such additional costs shall be solely for your account. Tourvest and/or the Supplier/s reserve the right in their sole discretion, to cancel any booking made or reservation held, should payment, not be received on or before the date specified in the booking confirmation. Any invoice/booking confirmation received by you, shall be payable in full and no deduction or set off may be made by you. For the business traveler who has a corporate credit account with Tourvest, accounts are payable on presentation of statement dealing with such account or in accordance with the terms of the Corporate Travel Services Agreement between Tourvest and the corporate in question.

Credit Card Payments

Only those credit cards and other forms of payment (EFT, cash, etc.) which are indicated as accepted on the quote/booking confirmation may be used to effect payment for bookings. It is your obligation to ensure that your credit card is valid and that you have sufficient credit on your credit card account, to meet all charges for all the products and services you book and Tourvest's administration fees. Credit card payment transactions made when you are not physically present, will only be processed on receipt of a faxed authorization form and a copy of the cardholder's identification, accompanied by a copy of both sides of the credit card. If the cardholder is not one of the passengers who will be travelling, Tourvest requires the cardholder to physically present the credit card and his/her identification to Tourvest in Tourvest's office. Once you have faxed through your credit card authorization, please make Tourvest aware that the fax has been sent so that we may check that we are in receipt

of it.

Fees

You acknowledge that Tourvest will raise fees for the administration and facilitation of your travel arrangements through the Facility and for the services rendered by Tourvest to you in this regard ("Tourvest's administration fees") from you for Tourvest's services; and may also receive commission, consideration fees, charges or brokerages from the Supplier or other third parties in respect of the intermediary services rendered by it from transactions entered into with the Suppliers or other third parties. Details of such commission, consideration fees, charges or brokerages will be made available on your request. Tourvest's administration fees will be specified in the quote/booking confirmation prior to you proceeding to make payment. You acknowledge that you will pay Tourvest's administration fees. You further acknowledge that Tourvest's administration fees relate only to the services rendered by Tourvest to you in this regard and the payment of Tourvest's administration fees does not constitute payment for any part of the travel products and/or services you purchase from Suppliers.

Booking Cancellations and Amendment Charges

Certain fees may be payable in respect of the cancellation or amendment of transactions entered into, as notified at the time of the relevant transaction. Subject to the terms and conditions applicable to the relationship between you and the Supplier, in the event of cancellation of a reservation or booking, the Supplier who you contracted with to provide the goods and/or services may charge a reasonable cancellation fee, calculated in accordance with the provisions of the CPA. Subject to the terms and conditions applicable to the relationship between you and the Supplier, in the event of amendments to a reservation or booking, the Supplier who you contracted with to provide the goods and/or services may charge an amendment fee. In the event of the cancellation or amendment to a reservation or booking Tourvest may charge a reasonable administration fee in respect of administering the cancellation or amendment to the reservation or booking.

Insurance

In accordance with the Tourism Act 72 of 1993, Tourvest is obliged to advise you to obtain travel insurance and to assist you therewith should you elect to take out travel insurance. Tourvest is however not a registered and authorized insurance advisor and simply makes available to you standard travel insurance options packaged by the insurance Suppliers. Any instruction to obtain travel insurance, must be in writing and any policy of insurance so obtained, will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters issuing the policy of insurance. You shall be solely responsible to: ensure that any travel insurance policy meets with the travelers requirements, including but not limited to conducting his/her/its own investigation (and obtaining professional advice as required) into the exceptions and conditions that are imposed under any policy of insurance; and effect any separate insurance required for any risks so excluded, as required by the traveler in his/her/its sole discretion. Tourvest shall not be responsible or liable: for any advice which it or its representatives furnish in good faith in relation to travel insurance; or for filing/prosecuting a claim on the traveler's behalf against any insurer/underwriter who has issued a policy to the traveler; for any claim disputed/rejected by the insurers.

Peripheral Requirements

You are solely responsible for obtaining and meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve Bank customs and immigration regulations and other peripheral requirements ("the Peripheral Requirements"). Passports are required for all travellers departing South Africa. Permanent residents travelling on a foreign passport must hold a South African Re-entry Visa. Many countries require that foreign nationals entering hold a passport with at least six months validity from the date of departure of the country visited. Tourvest may provide you (on request) with information in good faith in respect of the Peripheral Requirements, but due to the constant changing nature of such Peripheral Requirements, this should be treated as a guideline only. Tourvest accepts no liability for ensuring that the Peripheral Requirements are provided, nor shall Tourvest be liable for the accuracy of any information furnished by Tourvest in connection with the Peripheral Requirements or any failure by Tourvest to provide information relating thereto. Tourvest has available in its offices, the customer support service of an independent third party contractor ("Visa Services"), who will provide you with a professional visa advisory and procurement service. This service, should you elect to use same, is subject to a separate contractual arrangement with Visa Services and the payment of their quoted fees for the service in question.

Privacy policy, use of your personal information and Cookies

In order to facilitate your booking, Tourvest may collect and process your personal information (i.e. your name, e-mail and physical / postal address and / or other contact details and/or any other personal identifier). Tourvest confirms that it is committed to the protection of your personal information and that it has reasonable safeguards in place to protect your personal information. You agree and consent that Tourvest may process your personal information and share such information with the Suppliers, their representatives or any other third party for the purposes of making the booking for you in accordance with all applicable laws. You consent to Tourvest sharing your personal information which may be subject to further processing by Suppliers, other agents or subcontractors performing services in relation to your booking, including the cross border transfer of your personal information to third parties outside of the Republic of South Africa. Your email address will also be added to our travel newsletter database for purposes of sending you regular newsletters and specials on offer. You may, free of charge, unsubscribe from receiving such newsletter and specials on offer by following the procedure set out on the newsletter. Tourvest will use reasonable efforts to keep accurate records of the personal information provided by you to us. We will provide you with information in regard to the personal information which we hold about you and will also allow you access to your personal information in certain circumstances. Upon request, Tourvest may correct your personal information that you state is incorrect or remove your personal information from our records, after you have verified your identity to Tourvest. To request access or a correction or cancellation, send an e-mail to Tourvest's Information Officer whose details are set forth in our Promotion of Access to Information Manual <http://travel.co.za/terms-conditions.asp>, also available at www.travel.co.za.

Disclaimers & Limitation of Liability

Neither Tourvest nor any holding company, subsidiary, affiliated or associated company or any employees, directors or representative of Tourvest shall be liable for any loss, injury of, or damage to your person and/or property whatsoever arising from any actions, errors or omissions on the

part of the Supplier/s. All travel information, listings and pricing, are subject to amendment at any time without notice. Tourvest publishes such information in quotes/confirmations in good faith. You acknowledge and accept that Tourvest, as an intermediary, cannot and has not checked the accuracy of all information provided by Suppliers in the System. Suppliers are requested and encouraged to correct and update their information regularly and as needed in the System. Tourvest will not be responsible for errors, omissions or misleading information in any travel information and listings. You should make your own evaluation of the accuracy or completeness of any information, opinion, advice or other content available through the Facility. You are solely responsible for the suitability of any travel services which you purchase.

In particular, Tourvest is not liable for any inconvenience caused or any expense, loss or damage incurred as a result of any unsuitability of travel services for use in association with other travel services, save where such expense, loss or damage was caused by the gross negligence of Tourvest, its employees or authorised representatives. Tourvest disclaims all liability where any failure in the services is due to circumstances beyond its control and in no way attributable to the gross negligence of Tourvest, its employees or authorised representatives. Tourvest accepts no responsibility or liability for any failure or delay on the part of any Supplier or third party in providing travel services to you where your booking has been properly processed by it; nor is Tourvest responsible for any acts or omissions of Suppliers or other third parties in the course of delivery of such travel products and services. Where refunds are due to you from the Suppliers of the travel products or services in question, Tourvest will provide reasonable assistance to you in claiming such refunds from the Suppliers. Please understand that this process is generally a slow and lengthy one. Under no circumstances will Tourvest be liable for direct, indirect, consequential or incidental damages including but not limited to lost profits or savings or damages in respect of dissatisfaction with the goods and/or services provided by Suppliers or third parties, save where such damages was caused by the gross negligence of Tourvest, its employees or authorised representatives. To the maximum extent permitted by applicable law, Tourvest grants no warranties, express or implied, regarding the System. Where Tourvest is liable to you, for a breach of warranty, under these terms and conditions its liability will be limited to providing the relevant booking services again or to refunding money paid in relation to services not provided because of Tourvest's default, in accordance with the CPA. Tourvest may at any time it sees fit, change or modify all or any part of these terms and conditions with notice to the users of such change.

Interpretation, Law Applicable and Jurisdiction

Words implying the singular shall include the plural and vice versa, words importing one gender shall include any other and reference to natural persons shall include legal entities and vice versa. This document (read together with the specific quotation and/or booking confirmation, invoices and receipts), reflects the only and full agreement between you and Tourvest and any variation and/or extension thereof shall not be valid unless agreed to by Tourvest in writing. This agreement is governed by South African Law. The Parties hereby consent to the jurisdiction of the appropriate Magistrate's Court in regard to any action and/or proceedings based on/or arising from these Standard Terms and Conditions of Business.

Indemnity

As a condition for booking, you indemnify Tourvest from and against any liability, damage or loss that Tourvest incurs or suffers as a result of any action, inaction or omission on your part.