



TERMS AND CONDITIONS

TOURVEST DESTINATION MANAGEMENT – BUSINESS AND SPORT EVENTS DIVISION STANDARD TERMS AND CONDITIONS OF BUSINESS

1. Who are you contracting with?

1.1. Tourvest Destination Management - Business and Sport Events (hereafter referred to as TDM BASE), 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 BASE operates its business under various brands (each brand is referred to as “the Business” and collectively as “the Businesses”). These Businesses currently are:

1.1.1. American Express Travel Services (MICE)

1.1.2. Event Dynamics

1.1.3. Indo Jet Sports

1.1.4. Brothers Sport

1.1.5. TEAM

1.1.6. Seekers Travel (MICE)

1.2. The Business/es carries on business under the regulations of the Association of South African Travel Agents (“ASATA”) and provides you with travel and other related services on behalf of principals and/or other agents engaged in, or associated with the Travel Industry, including inter alia, airlines, tour operators, hotels, car hire/vehicle transfers and tourist activities (“the Supplier/s”).

1.3 The Business/es act solely as an agent/broker on behalf of the Supplier/s and accordingly on receipt of any booking enquiry. The Business/es communicate with the Supplier/s concerned and endeavour to secure the necessary reservations, pricing and arrangements making up the booking enquiry.

2. Booking Confirmations & Quotes

2.1 A quotation does not constitute a “binding offer” from The Business/es, neither as to pricing nor availability. This is because the Suppliers will not bind their products/services availability or pricing to enquiries which may not translate into “real” bookings.

2.2 Pricing and availability is therefore subject to change, until a binding booking is made and the non-refundable deposit is paid.

2.3 The deposit, required in respect of each booking, will vary depending on, e.g. the time before the departure date of the booking, the season and the availability at time of booking, the size of the group, etc. In circumstances very large deposits may be required by the suppliers of the products/services making up the booking. The deposit requirement will be as set out in the quotation/booking confirmation.

2.4 Upon receipt of the deposit, The Business/es will confirm the booking by way of a booking confirmation and a binding booking will arise, subject to the further terms and conditions set out herein and in the booking confirmation, including final payment date, cancellation fees, etc.

The booking confirmation and/or quote and the pricing therein are subject to/based on:

- 2.5 the number of passengers (pax) stated therein: Should the pax number increase or decrease, such change shall be subject to availability and the Business/es reserve the right to re-cost the booking;
- 2.6 the dates of travel and durations of the component parts of the travel programme: Should the dates of travel and durations of the component parts of the travel programme increase or decrease, such change shall be subject to availability and the Business/es reserve the right to re-cost the booking;
- 2.7 the Suppliers own terms and conditions: In addition to these terms and conditions, each Supplier has its own terms and conditions governing the basis on which their products/services are made available as part of your booking. These Supplier terms and conditions include cancellation fees, services included in or excluded from their rates, etc.
- 2.8 only those products/services specified in the quotation/booking confirmation: Services not specified are excluded. Additional costs which may arise in relation to services not specified in the booking confirmation, include (but are not limited to): cost of obtaining visas and passports, telephone calls, laundry, meals and beverages, airline fuel surcharges, airport taxes (which are calculated on the day of issuing the air tickets and are subject to constant change). If additional services are required, which are not specified in the quotation/booking confirmation, these additions shall be subject to additional costs as advised by the Business/es/the Supplier in question.

3. Final Payment following Booking Confirmation

- 3.1 Full payment is due on the date specified in the booking confirmation. In the absence of a date for payment being specified in the booking confirmation, full payment for any booking shall be due not later than 8 (eight) weeks prior to departure.
- 3.2 While pricing is quoted in SA Rand, a currency exchange surcharge will be payable if exchange rate fluctuations negatively impact on the pricing in the period between the payment of the deposit and the final payment date.
- 3.3 The Business/es reserve the right, in their sole discretion, to accept or decline any form of payment (foreign currency, cheque or credit card) not acceptable to the Business/es, without prior notification or explanation.
- 3.4 The Business/es reserve the right to cancel any booking made or reservation held, should the final payment due, not be paid in full on or before the date specified in the booking confirmation in 3.1 above.
- 3.5 Without prejudice to the Business/es rights in terms of 3.4 above, interest at 2% above the current prime bank overdraft rate will automatically be applied to all overdue amounts.
- 3.6 Any invoice and/or statement issued in respect of a confirmed booking, 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.

4. Inspection Visits and Management of Tour

- 4.1. In order to optimize on the success of your Group travelling, the Business/es strongly recommend a member of your company, together with a the Business/es Programme Manager undertakes an inspection visit to the chosen destination.
- 4.2. On payment of the deposit and confirmation of the booking, the Business/es will proceed with the necessary arrangements for the inspection visit.
- 4.3. The Business/es will endeavour to negotiate discounted rates with all the relevant Suppliers, to minimize the cost of inspection visits.

5. On Tour Management

- 5.1. It is normal practice of the Business/es that a Tour Manager(s) accompanies the group. The responsibility of the Tour Manager(s) is to ensure the professional and effective handling of the travel arrangements for your group.
- 5.2. In the event of you requiring a Master account for extras during the tour/event which will be billed back post travel, a 15% administration fee will be levied by the Business/es on the gross value. The account will be reconciled within 14 days of return by your Business/es consultant and payment thereon is due within 7 days of receipt by the client.

6. Breakaways/Extension

- 6.1. Should you allow any of your group's travellers to extend their stay or breakaway from the group itinerary, the Business/es will assist with all reservations of these individuals.
- 6.2. The individual traveller will be responsible for these costs (unless specifically agreed otherwise in writing) and no documentation will be released until the individual/s concerned, make full payment to the Business/es for individual breakaways/extensions.
- 6.3. Depending on the airline's policy, only a limited number of breakaways will be accepted. An airline administration fee will be levied per reservation change, plus the Business/es additional service fee.

7. Unforeseen Events and Changes to/Non-delivery of Tour Arrangements

- 7.1. In the event of there being an unscheduled extension or curtailment to the booking caused by flight delays, bad weather, terrorism, strike or any other cause that is beyond the control of the Business/es/the Supplier/s, any expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for your account and there shall be no right to any refund in respect of the curtailed portion of the booking.
- 7.2. In the event that any Supplier is unable to provide the service confirmed to you, the Business/es or the Supplier/s shall endeavour to substitute alternative arrangements of similar standard to those set out in the original booking.
- 7.3. In the event of lost tickets, a new return ticket (lost prior to departure), or a one-way ticket (lost after departure) will need to be purchased. The airline will only refund the original lost ticket in accordance with their policy (typically 1 year after the travel date of an International ticket or 6 (six) months after the travel date of a Domestic ticket). The cost of a new ticket will be for your account and the refund repaid to you only once received from the airline in question.

8. Insurance

- 8.1. The Business/es are available to assist the traveller or client in obtaining travel or event insurance, on request. Securing such insurances is the responsibility of the traveller or client.
- 8.2. Any policy of insurance so obtained, will be subject to such limits, exceptions and conditions as may be imposed by the insurance company or underwriters issuing the policy of insurance and the traveller or client will be solely responsible to ensure that such insurance policy meets requirements.

9. Peripheral Requirements

- 9.1. Quotations are based on groups travelling on South African Passports. the Business/es can therefore not be responsible for travellers who travel on foreign passports and who are not allowed access to a particular destination due to visa restrictions.
- 9.2. the Business/es will assist in applying for passports, visas, health documents, foreign exchange, as well as other peripheral requirements or services falling outside the actual travel booking. A separate fee will be levied by the Business/es for such services.

- 9.3. Each individual traveller is responsible for ensuring that they are in possession of the correct documentation prior to departure. International travel requires passports to be valid for at least six months after date of return and must contain at least two blank pages.
- 9.4. In the event of a late visa application, the client and their invited traveler(s) would be required to sign a visa liability form, absolving from responsibility in the event that visas are not issued in the limited time period. No late submissions can be guaranteed to be processed on time by the Consulate in question.
- 9.5. Due to continual updates by the Embassies and changes in Government agreements, the Business/es accepts no liability for requirements that may change at the last minute.

10. Cancellation

- 10.1 In the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, the Business/es reserve the right to claim the services, administration, communication and cancellation charges reasonable in the circumstances or specified in the booking confirmation and which charges will inter alia depend on the debits the Business/es receives from the Supplier/s with whom the reservations were made on your behalf.
- 10.2 Generally no refunds are entertained by the Business/es/the Supplier/s of travel services for no-shows or unused services.
- 10.3 A general guideline on the Business/es cancellation fees is as follows:
- 10.3.1 More than 12 weeks prior to departure: Deposit is non refundable
 - 10.3.2 12 – 08 weeks prior to departure – the greater of 35% (of invoiced cost of cancelled services), or deposit
 - 10.3.3 08 - 06 weeks prior to departure - the greater of 60% (of invoiced cost of cancelled services), or deposit
 - 10.3.4 Less than 6 weeks prior to departure - 100% of invoiced cost of cancelled services

****Please note that Cancellation Policy terms and conditions may differ to the above for a major event e.g. Rugby World Cup, Soccer World Cup, Olympics etc. Clients will however be advised of any changes. ****

11 Disclaimer of Liability

- 11.1 As stated above, the Business/es acts as agents/brokers only and has no direct control over the Supplier/s. Neither the Business/es nor its holding, parent, subsidiary or associated companies nor its employees, representatives or directors, 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 or otherwise in connection therewith.
- 11.2 The Supplier/s themselves may in turn be acquitted from responsibility in that they act as agent themselves or have contracted out of liability, and it is therefore necessary that appropriate insurance be taken out for the traveller or client as set out in 8 above.

12 Interpretation, Law Applicable and Jurisdiction

- 12.1 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.
- 12.2 This agreement is governed by the laws of the Republic of South Africa.
- 12.3 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 Conditions of Business.
- 12.4 These terms and conditions together with the terms of the booking confirmation/quote reflects the only and full agreement between you and the Business/es and any variation and/or amendments thereof shall not be valid unless agreed to by the Business/es in writing.

13 General Terms

- 13.1 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.
- 13.2 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.
- 13.3 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.