

[TRAVELEADERS INTERNATIONAL CC T/A XL TRAVELEADERS TRAVEL CENTRE]

STANDARD TERMS & CONDITIONS

All Consultations and Transactions (bookings) concluded are subject to these Standard Terms and Conditions.

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In this Contract, unless the context clearly indicates to the contrary, the following words and expressions shall bear the meaning hereinafter assigned to them:-

"the Booking/ Reservation" shall mean any part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of the **Client** with the Suppliers, and excludes services of a peripheral nature.

"the Company" shall mean (

XL Traveleaders, and/or anyone acting for or on behalf of **the Company**, provided such person has been duly authorized and is acting within his or her scope of duty.

"the Client" shall mean the person who applies (directly or indirectly) to the Company for the Company's services. The aforesaid will include but is not limited to a person who applies for his own use or benefit or that of any other person and whether applying as principal, agent or sub-Contractor. The **Client** shall include any other person on behalf of the **Client** or whom the **Client** represents and includes the Client in the Company's Application to do Business form.

"the Conditions" shall mean these terms and conditions and those of the Principal, where applicable;

"the Traveller" shall mean any person (whether or not such person is the **Client**) who utilizes or obtains any benefit from the Services of the Company. The **Traveller** shall include a potential **Traveller**.

"the Travel Agent / Consultant" shall mean any other party who has made or secured any travel bookings or arrangements for the Client, other than the Company.

"the Services" shall mean any travel or other service facility, product or matter incidental thereto of whatsoever nature arranged or to be arranged by the Company (whether directly or indirectly) to or for the **Client** or the **Traveller**. The aforesaid shall be used interchangeably and shall include inter alia but not be limited to the providing of advice or information, the booking of reservations for accommodation, transport or the like (whether by air, sea, land or otherwise), the application for passports, visas or other travel contracts, the arranging or obtaining of

insurance, any other service or facility (even though not specifically requested by the **Client** or the **Traveller**) provided by the Company or which the Company in its sole and absolute discretion deems necessary or ancillary to the services of facilities requested, or anything else associated with or related to travel.

"Peripheral Requirements / Services" shall mean, inter alia, obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve and other bank approvals, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with Principals and other parties for whom the Company acts as intermediary.

"the Principal/Supplier" shall mean the provider of accommodation, transport, and all other relevant services or products arranged by the Company, or any services ancillary thereto provided by the **Principal** or any other party.

1. Preamble

1.1 TRAVELEADERS INTERNATIONAL CC ,
Registration Number 1996/25590/23

"XL TRAVELEADERS ".

1.2 XL Traveleaders is an intermediary as defined in the Consumer Protection Act 68 of 2008 and carries on business under the Code of Conduct as stipulated by the Association of South African Travel Agents ("ASATA") and provides clients with travel and/or other services on behalf of principals and/or other agents engaged in, or associated with the Travel Industry, including inter alia, air liners, tour operators, hotels, shipping companies, car hire and other providers of air, land, sea or any other travel arrangements, products or services (collectively referred to as 'the Suppliers').

XL Traveleaders will provide the Client with the identity as well as terms and

conditions of all Suppliers, if such terms and conditions are in the possession of the XL Traveleaders, and it is the Client's responsibility to familiarise him/herself with such terms and conditions and to obtain further clarity regarding the terms and conditions imposed therein.

1.3 XL Traveleaders may refer to themselves as an "agent" from time-to-time but are not agents for any third party/ies.

1.4 These terms and conditions will govern all future dealings between the Parties and may be amended from time to time.

2. Authority

The Client requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read and accepted these Terms and Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered.

3. Destination selection

3.1 The Client acknowledges that he/she has selected the itinerary and destination(s) constituting the booking based on information gleaned from information sources which have been compiled and are managed by the Suppliers. The Company does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such information sources. The Client acknowledges that any right of recourse in that regard will be against the Suppliers.

3.2 While it is possible to break away from the itinerary, it is understood that such breakaways will be for the Client's account.

4. Date changes

Travellers or their agent can make most date changes directly with the airlines involved while they are travelling. Some dates may only be changed through XL Traveleaders. Availability of seats and date change fees are subject to the airlines' policies and fare rules.

XL Traveleaders can advise about the policies regarding a specific itinerary on request. **XL Traveleaders is able to assist in making your date changes for an additional charge. Please enquire with XL Traveleaders regarding these additional charges. These charges will be in addition to the date change fees charged by the carrier.** Some airlines may not allow date changes. In order to change the travel dates of such tickets, the ticket must be submitted for a refund and a new ticket purchased for the new travel dates. (Please see the section on Cancellations, below.)

5. Routing changes

Once tickets have been issued, routing changes (including adding, removing, or changing stopovers or connections) may not be permitted by all airlines. If a routing change is needed, the ticket may need to be submitted to us for a refund and a new ticket purchased for the new travel routing. (Please see the section on Cancellations, below).

6. Conduct

The Client agrees that he/she will at all times comply with the Company's or the Suppliers' requirements in regard to the Client's conduct and the Client will not in any way constitute a nuisance or a danger to any other passenger on the booking.

7. Special requests

Any special requests must be addressed to the Company in writing well before the departure date. Whilst the Company will use its best endeavours to accommodate such requests, it does not guarantee that it will be in a position to meet all demands.

8. The Company as an intermediary

8.1 The Company only acts as an intermediary between the Client and the Suppliers, and accordingly on receipt by the Company of any request for a booking(s) in a brochure or tailored quote, the Company shall transmit any such booking to the Suppliers concerned and endeavour to secure timeously all reservations and arrangements.

8.2 All quotations or estimates provided by or bookings made with and/or all services rendered or vouchers, receipts or tickets issued by or on behalf of the Company are subject to these Standard Terms and Conditions as well as those of any Supplier.

8.3 The Suppliers may be acquitted from responsibility in that they act as agent themselves or have contracted out of liability, as may the ultimate Principals such as hotels, car hire and coach operators, and it is therefore recommended that appropriate insurance be taken out by all travellers.

8.4 the Company does not accept liability to the Traveller for any actions, errors or omissions of the Suppliers and/or their agents, which may be prejudicial to the Client or result in loss in any way or form whatsoever, including injury, illness, harm, trauma, death and/or loss of or damages of whatsoever nature or kind and the Client indemnifies the Company accordingly.

8.5 Any right of recourse the Client may have, will be solely against the Suppliers.

9. Limitation of liability

Neither the Company nor any related company or representative shall be liable for any injury, illness, harm, trauma, death to the Client or any other passenger and/or loss of or damage howsoever caused and the Client hereby indemnifies the Company accordingly. The Company, its directors, employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever even though this may be as a result of negligence on the part of the Company's employee(s). In the event of any liability attaching to the Company, liability shall be limited to a maximum of R5000 (Five Thousand Rand) per Traveller.

10. Bookings

10.1 wherever possible, the Company will endeavour to confirm the status of any booking in writing, but any failure to do so shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of the Company.

10.2 In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of the Company, expenses relating to these unscheduled extensions (hotel accommodation, etc.) will be for the Client's account.

10.3 Any bookings received, or amendments to bookings received within 7 (seven) working days prior to the departure date may be subject to a penalty fee, to cover communication and other expenses involved.

10.4 Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee. The Company reserves the right to cancel any booking without prejudice, in the event of full payment or a deposit or part thereof not being received.

10.5 The price quoted to the Client is based on fares, hotel prices, land costs and other relevant costs at the date of the Company's quote. In the event of there being any increase in any of the foregoing costs prior to the issuing of the documents, such variation shall be for the Client's account and payable on request by the Company, as shall any increase in the price(s) quoted arising from the fluctuation in rates of exchange.

10.6 Documents will not be issued until such time that full payment is cleared by the Company's bankers. The onus will be on the **Client** to check that there have been no changes in the price prior to making full and final payment. Airfares are subject to the fare and fare rule conditions quoted by the air liners and cannot be guaranteed by the Company. Should the **Client's** be a group booking and the group number deviates from the number required for the booking, the Suppliers may reserve the right to re-cost the price and raise a surcharge. Should the **Client** or any party of the **Client's** group refuse to accept and pay such surcharge, it may result in the Suppliers cancelling the booking and retaining any payment made. The Company will be entitled to retain any service fees charged.

11. Reconfirming flights/tickets (very important!)

XL Traveleaders takes no responsibility for reconfirming flights or for advising the traveller of airline schedule changes once the tickets have been issued. Standard airline rules in effect in most countries require that international flights must be reconfirmed directly with the airlines concerned at least 72 hours prior to departure of each flight or the airline(s) may cancel your reservations. The traveller should plan on contacting each airline concerned by phone or at a city ticketing office at least three days before the flight to reconfirm and check for any schedule changes. We recommend that travellers reconfirm each flight, even if the airline says that it is not required.

12. Airline default/involuntary schedule changes

XL Traveleaders takes no responsibility in the event of an airline's default, cessation of service on a ticketed route or schedule change. Travel insurance that covers airline default is highly recommended.

13. Schedule changes

The Company takes no responsibility in the event of air liners or any other third parties, including any Supplier's default, cessation of service on a ticketed route or schedule change. Travel insurance that covers this default is highly recommended.

14. Payment

14.1 Prices are not guaranteed until tickets have been paid for in full and issued, and are subject to change at any time until then.

14.2 Final payment for any booking must be made upon confirmation of the booking, unless specific arrangements have been made and confirmed in writing by the Company. Final payment is based upon on the quoted and confirmed price, less any

deposit paid, plus any additional charges that may have been incurred.

14.3 Aside from passport, visa and other peripheral service fees ("additional fees"), the Company reserves the right to claim late booking charges, communications, consultation, administration and amendment fees where applicable.

14.4 **Tickets:** As soon as the Company receives payment, it will begin ordering and issuing tickets. Depending on the itinerary, please allow two to four weeks from the time payment reaches us for tickets and/or e-ticket confirmations to be delivered. Tickets may be issued as paper tickets, e-tickets, or a mix of both.

14.5 **Late Payment:** If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a courier service, which will be for the Client's account. Alternatively, the Company may cancel the booking. Late payment may also result in cancellation of the reservation by the Third Party Service Providers.

14.6 **Payment by credit card:** When paying by credit card the Client will be required to complete the Company's credit card/booking authorisation form and comply with the authorisation criteria as laid down by the respective Credit Card Companies and/or the International Air Transport Association (IATA).

14.7 Interest at 5% above the current prime bank overdraft rate charged by the Company's bank will automatically be applied to all overdue amounts. Any invoice and/or statement received by the Client shall be immediately payable in full and no deduction or alteration may be made by the Client should all or any part of the services booked by the Company be unused for any reason.

XL Traveleader's banking details are as set out below:

Account Holder: Traveleaders International cc

Bank: Standard Bank

Account Number: 220037809

Branch Code: 001255

14.8 Preferred forms of payment:

- All major South African credit and/or South African debit cards, if accompanied by satisfactory identification and a signed credit card authorisation form.
- Direct deposit – cash only subject to the inclusion of a cash deposit fee charged by the bank (deposit slips must be e-mailed to the Company)
- Electronic funds transfer (proof of payment must be e-mailed to the Company). All payments will only

be deemed complete once the payment appears in the bank account of the company.

- **The Company does not accept payments made by cheque.**

14.9 **Delivery:** Documentation will only be issued once all funds have been cleared by the Company's bankers.

Within 3-4 weeks of the funds clearing (or as advised by the Company's Travel Consultant), the tickets and documents will be delivered to the **Client** and/or made available for pickup by the **Client**.

15. Insurance

15.1 The Company strongly recommends that travel insurance be purchased for the duration of the **Client's** journey. Insurance can only be purchased prior to departure. The Company urges the **Client** to take out additional insurance cover over and above the phase one insurance offered free as standard for international travel by the various credit card companies. The **Client** must check the specific details of the complimentary cover with his/her respective credit card company directly.

15.2 Insurance options should be discussed with the **Client's** travel consultant. Assistance to obtain travel insurance in terms of Section 22 of the Tourism Act, 72 of 1993, is available on request.

15.2 It shall not be obligatory upon the Company to effect insurance for the **Client**. The Company shall not be obliged to obtain separate cover for any risks so excluded. Nor shall the Company be under any obligation to affect a separate insurance for each Client, but may declare it on any open or general policy.

15.3 The Company will not be responsible if the **Client** fails to take adequate insurance cover. Queries must be addressed to the principal insurer, as the Company shall not in any way be held responsible for any and/or all information advanced by its staff in this regard.

15.4 Should the insurers dispute their liability for any reason, the **Client** will have recourse against the insurers only and the Company will not be under any responsibility or liability whatsoever in relation thereto, notwithstanding that the premium of the policy may not be at the same rate as that charged by the Company or paid to the Company by the **Client**.

16. Peripheral requirements

The Company will, on request, endeavour to assist the **Client** with Peripheral Requirements or Services. However, the Company cannot be

held liable for ensuring that these Peripheral Requirements and Services are provided correctly or timeously or at all, nor ensure the accuracy of any information or any lack of information relating to such Peripheral Requirements and/or Services.

17. Travellers Details and Documents

17.1 Verification of Travellers' Names and Travel Details: It is important that the **Client** provide the Company with the travellers' full names as per the passenger/s travel documents (South African ID or passport). Failure to do so could result in denied boarding or deportation due to name mismatch information. Please confirm that all of the travel arrangements, itinerary details and documents are correct. Once documents have been issued, name changes are not permitted to air

liner's tickets and any change thereto will require that the ticket/s are submitted for a refund and a new ticket is issued. Any financial penalties imposed by the service provider(s) as a result of name changes will be payable by the **Client**.

17.2 Other documents: Other documents that may be required for the **Client's** journey are the **Client's** identity document, an international driver's license, inoculation certificates and hotel, car and tour vouchers. The **Client** is to please ensure that he/she checks all of these documents at the time of issue where applicable, prior to the **Client's** departure.

17.3 Passports, visas & health

17.3.1 The **Client** is responsible for obtaining any necessary visas and travel permits for all countries that the **Client** will be travelling to or transiting through, and for informing him/herself as to which countries/areas within countries require visas and/or special permits. Visa and entry requirements may vary depending on the **Client's** nationality, the length of stay, and the purpose of the visit, among other factors. Visa information and visas can be obtained by contacting the Consulate or Embassy of the countries involved or from a visa service company.

17.3.2 It is entirely the **Client's** duty to ensure that all passports and visas are current, valid, obtained on time and that the **Client's** passport will be valid for six months to one year after the **Client's** return to his/her home country and contains sufficient blank pages (for visa issuance) and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained.

17.3.3 The **Client** is to check the requirements with the Company and/or the **Client's** Travel Consultant before travelling. The **Client** acknowledges that any advice given by a Travel Consultant should not be interpreted as legal advice concerning visas, entry requirements, immigration, or residency.

17.3.4 The Company will endeavour to assist the **Client** but such assistance will be at the Company's discretion and the **Client** acknowledges that in doing so, the Company is not assuming any obligation or liability and the **Client** indemnifies the Company against any consequences of non-compliance.

17.3.5 It is specifically noted that the Company cannot be held responsible for: Denial of the **Client's** visa application for any reason; Delay of issuance of the **Client's** visa by the relevant consulate or High Commission; Loss of the **Client's** passport(s) by the consular offices and/or courier; Change in visa costs and requirements; Financial losses incurred as a result of a visa application being denied; Passport application delays; incorrect issuance of passport or visa.

18. Cancellation

18.1 Cancellation by the Client: In the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of the **Client**, the Company reserves the right to claim the services, administration, communication and cancellation charges which will vary depending on the debits the Company receives from its Suppliers. Failure to cancel will result in the total booking cost being payable. Although the Company's Travel Agent may apply for the refund on the Client's behalf the Company is not responsible should the application be denied for any reason.

18.2 Cancellation by the Company: The Company reserves the right to discontinue and summarily cancel any agreement in respect of which payment has fallen in arrears, and in the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand.

Additionally, the Company shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or frustrated by strike, lock-out, civil commotion, war, act of God, force majeure, lack of materials, operation of law or regulations or order made by any statutory or other duly constituted authorities or any other cause beyond the control of the Company.

18.3 Non-Refundable Tickets: Certain tickets are completely non-refundable according to airliner's rules and various other third party's terms and conditions. Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, pandemics, airline's default or government travel warnings will not entitle the **Client** to any refund in the case of non-refundable tickets nor of waiving the cancellation penalties in the case that the tickets can be refunded.

18.4 Cancellation penalties on tickets: If tickets can be refunded, cancellation penalties can be up to 70% of the cost of the tickets. These are imposed by the airlines and ticket refunds can take as long as 6 (six) months to a year or longer to obtain from the airlines. Trip cancellation and interruption insurance is therefore highly recommended. For the best coverage, travel insurance should be purchased at the same time as the airline tickets.

19. Refunds Policy

19.1 The Company is unable to refund monies before receipt of funds from the relevant Suppliers.

19.2 Administration fee on refunds: All refunds are subject to a 10% administration fee payable to the Company, which is calculated on the value of the ticket submitted for refund or the amount of the refund claimed, whichever is the larger amount. This fee is over and above any cancellation fee which may be charged by the Suppliers to whom the refund is submitted. Refunds by the Suppliers will be subject to their terms and conditions for which the **Client** is responsible in familiarising him/herself.

19.3 The Company, as an intermediary, can only assist in processing and following up on the **Client's** refund.

19.4 In no way whatsoever does the Company or any of its employees guarantee a refund unless it is reduced to writing and provided by the Suppliers.

20. WARNING - Malaria and other tropical diseases

20.1 Certain parts covered by the **Client's** itinerary may be areas where there is a high-risk of malaria and other tropical diseases. the Company strongly recommends that the necessary precautions be taken in this regard and recommend that the **Client** check with his/her medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon the **Client's**

arrival in Africa or any other tropical or sub-tropical destination. If the **Client** has not done so prior to departure, it is imperative the **Client** do so upon the **Client's** return.

21. Foreign exchange

This may be purchased up to 60 days prior to departure. The **Client** can place a foreign exchange order with his/her Travel Consultant. Foreign exchange regulation compliance is the **Client's** exclusive duty. This will apply especially when the **Client** instructs the Company to make and pay for travel arrangements on the Internet.

22. Confidentiality

Subject to statutory constraints or compliance with an order of court, the Company undertakes to deal with all the **Client's** information of a personal nature on a strictly confidential basis. The Company will provide certain information to the Suppliers for the purpose of the **Client's** cruise, which the **Client** hereby consents to.

23. Departure Tax

Certain destinations may require a departure tax which is payable locally upon departure in cash. This tax is not included in the prices quoted.

24. Internet Bookings

If the **Client** requests or instructs the Company to do bookings via the Internet, the **Client** irrevocably authorises the Company to do the following on its behalf (1) make any selections of and for the proposed travel arrangements (2) make payments and (3) accept booking conditions.

25. 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 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 Terms and Conditions. This document reflects the

only and full agreement between you and the Company and there exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship. You acknowledge that you have not relied on any matter or thing stated on behalf of the Company or otherwise that is not included herein. No variation and/or extension thereof shall be valid unless agreed to both by the Parties in writing. In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by the Company, this document will always have preference. You will be liable for all legal fees of an attorney and own client scale in the event that the Company has to engage a lawyer to enforce or defend any of its rights or otherwise.

26. General terms and conditions for on-line bookings

Insofar as they are applicable, the annexed online terms and conditions shall be supplemental to the other terms and conditions contained in this document.

27. Protection of Personal Information

27.1 PERMISSION TO USE YOUR PERSONAL INFORMATION

27.1.1 By agreeing to these Terms and Conditions the Client hereby voluntarily authorises the Company to process the Clients personal information (including name, credit card & banking details, physical address, telephone numbers & any other information provided to the Company). Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information. This consent is effective immediately and will endure until the relationship between the Client and the Company has been terminated.