

TOURVEST DESTINATION MANAGEMENT'S SUPPLIERS STANDARD TERMS AND CONDITIONS IN RELATION TO PRODUCTS OF TRAVEL SUPPLIERS

1. The customers are either:
 - 1.1. tour operator; who contracts with one or more Business/es (as defined in Clause 2), or
 - 1.2. a travel agent, , who contracts with one or more of the Business/es (as defined in Clause 1.2), on behalf of third party travellers (the client/s of such travel agent or tour operator); or
 - 1.3. a traveller/s, booking contracting in his/her/its personal capacity, with one or more of the Business/es (as defined in Clause 2).
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:
 - 2.1. Tourvest DMC (*and its associated brands*)
 - 2.2. Tourvest Destination Management
 - 2.3. TDM Air
 - 2.4. TEAM Sports Travel
 - 2.5. Pure Sport and Pure Skiing
 - 2.6. TEAM Destination Management
 - 2.7. Great Safaris
 - 2.8. Liberty Southern Africa
 - 2.9. Tourvest – Incentives / Meetings & Events
 - 2.10. The Business/es possesses all licenses and permits necessary to conduct business as a tour operator in Southern Africa.
3. Suppliers Terms and Conditions
 - 3.1. The Business/es utilise the products of various travel suppliers ("the Tour").
 - 3.2. All agreements with Suppliers of products are subject to the general understanding that:
 - 3.2.1. TDM and / or the Business/es contract with the suppliers as principals and not on each other's behalf.

- 3.2.2. The booking of the supply of the products may be in TDM and / or the Business/es names, or the Supplier may undertake to supply the product to TDM and / or the Business / es, but it is unequivocally understood between TDM and / or the Business/es and the Supplier that TDM and / or the Business/es will not make use of the supply or provide the product to the traveler although it is TDM and / or the Business / es that make payment for the reservation, the Supplier recognizes and understands that the product will be provided to the traveler, and not to TDM and / or the Business / es.

3.3 Rates and Cancellation

3.3.1 The Supplier irrevocably agrees to honour the rates submitted to TDM for the period stated on the rate schedule unless in the event of the prevailing rates either Value Added Tax or other applicable Government or Tourism levies are increased or should a further tax of levy be introduced in the period between the date of signature hereof and the date on which the accommodation is taken up by TDM.

3.3.2 Any bookings that are confirmed on BAR will be issued to TDM less our standard STO commission.

3.3.3 Due to the inclusion of the EU Advisory, the Supplier agrees to charge no higher than 90% cancellation fee on any period of cancellation for all Tourvest bookings.

- 3.4 The Supplier shall use its best endeavours to ensure that its property will at all times comply with all applicable local and national regulations, laws, by-laws and codes of practice. These endeavours will include but without limitation, rules relating to fire, health and safety standards. Upon request by TDM, the supplier shall provide proof of its compliance with the clause.

- 3.5 The Supplier shall further ensure that it maintains adequate public liability cover against third party liability and shall if so required provide proof of its compliance.

- 3.6 The Supplier shall use its best endeavours to ensure that all hotel accommodation provided to TDM constitutes a healthy and safe environment to appropriate industry standards.

3.7 Liability

3.7.1 The Supplier irrevocably and unconditionally agrees to indemnify Tourvest Destination Management a Division of Tourvest Holdings (Pty) Ltd and all of its trading Brands (TDM), in full and on demand and keep TDM so indemnified from and against all claims, demands, actions, proceedings, and all damages, losses, costs and expenses which are made or brought against or incurred or suffered by TDM, directly or indirectly, and whether wholly or in part resulting from any breach the supplier Hotel of its obligations under this Agreement, or any other act or omission (including, without limitation, negligence) of the Supplier, and its staff.

3.7.2 The Supplier shall indemnify and keep indemnified TDM, its servants, agents, clients and employees against any claim or liability arising from the services provided by the Supplier to TDM, its servants, agents, clients and employees under this Agreement.

3.8. Governing law

3.8.1 These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.

3.9 Consumer Protection Act

3.9.1 The supplier agrees that they comply with the Consumer Protection Act (CPA) notwithstanding the threshold determination in 5(2) b of the CPA. If any terms and conditions in the agreement, rate schedules, conflict with the provisions of the CPA, the CPA provisions will prevail.