

## **TDM'S STANDARD TERMS & CONDITIONS (PREPAYMENT) C**

### **1. Contracting Parties**

- 1.1. The customers are either:
  - 1.1.1. tour operator; who contracts with one or more Business/es (as defined in Clause 1.2), or
  - 1.1.2. 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
  - 1.1.3. a traveller/s, booking contracting in his/her/its personal capacity, with one or more of the Business/es (as defined in Clause 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/es 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 et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, 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, which is transmitted by facsimile copy to the addressee at the addressee's facsimile address for the time shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission thereof.

### **2. Exclusion of Liability, Suppliers Terms & Risk**

- 2.1. The Business/es utilise the products of various travel suppliers ("the Tour").
- 2.2. The agreements between TDM and / or the Business/es contract with the suppliers as principals and not on each other's behalf.
- 2.3. 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 traveller. The supplier is obliged to render the product, paid for by TDM and / or the Business / es, to travellers whose names will be furnished to the supplier in due course by TDM and / or the Business/es. 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 TDM and / or the Business/es. 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 TDM and / or the Business/es, discharging the supplier's obligation towards both TDM and / or the Business/es and the traveller, the latter of whom will be the recipient.

2.4. While the Business/es 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. The Business/es 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 the Business/es;

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 the Business/es 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 the Business/es control, the Business/es 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. The Business/es 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 the Business/es, neither the Business/es nor its holding or parent company or representatives shall be liable for any loss, injury, death or damages, arising from the Tour.

- 2.9. The Business/es will not be responsible for any charges that appear on a traveller's credit card not levied/effectuated directly by the Business/es (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 the Business/es, 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 Business/es harmless against all claims for damages, loss, injury or expense, which any traveller may claim against the Business/es 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 the Business/es harmless against all claims for damages, loss, injury or expense, which any such member of the group may claim against the Business/es 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 the Business/es.

### 3. **Quoted Prices & Price Variations**

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

#### 4. **Reservations**

- 4.1. The Business/es 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 the Business/es, the Business/es shall forward a written confirmation of booking by facsimile or email.
- 4.3. On transmission of the Business/es 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 Business/es confirmation of the booking; and
- 4.3.2. the customer shall be liable to pay the tour price as set out in the Business/es confirmation of booking (alternatively, the price schedule/quote applicable to such reservation).

#### 5. **Payment and Penalty Fees**

- 5.1. Payment shall be due and payable by the customer on or before the time periods set out in the specific Business/es booking confirmation.
- 5.2. Unless the booking confirmation specifies otherwise, the customer shall be liable to effect payment to the Business/es of:
- 5.2.1. a deposit of 20% of the total price.
- 5.2.2. the balance owing of the total price on the booking no later than 4 (four) weeks prior to departure,
- on presentation of the Business/es' invoice in respect thereof.
- 5.3. In the event of any reservation within 30 (thirty) days prior to departure, the total price shall be immediately due and payable on confirmation. Cancellation terms apply on confirmation as per 6.1 below.
- 5.4. In relation to all time periods stipulated for payment in the specific Business/es booking confirmation, time shall be of the essence and the Business/es shall be entitled to cancel any reservation where payment (including deposits) has not been made by due date.
- 5.5. Where a deposit has been paid and the reservation is subsequently cancelled by the Business/es, for failure to pay the balance outstanding, the deposit paid will be forfeited to the Business/es.
- 5.6. Documentation and vouchers will only be delivered to the customer on receipt of payment in full and completed booking forms and travel declarations (if applicable) by the Business/es.
- 5.7. The Business/es will accept payment for all land arrangements in CASH ONLY. Payment by TT or EFT will constitute a cash payment. Acceptance of cheque or Credit Card payments are in the Business/es' sole discretion and may be declined without explanation.
- 5.8. 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/es, and will be subject to the rate of exchange, applied by the Business/es' bankers at the time of receipt of payment. The customer shall be liable to effect payment to the Business/es of any shortfall (and the Business/es shall be responsible to reimburse the customer for any overpayment), resulting from exchange rate fluctuations.

- 5.9. The Business/es reserves the right to charge a booking fee and/or a handling fee which will be included in the total price.
- 5.10. The Business/es shall be entitled in its sole discretion to appropriate any amounts received by the Business/es from the customer towards the payment of any cause, debt or amount owing by the customer to the Business/es whatsoever. Each payment made by the customer to the Business/es, shall be applied firstly in respect of interest accrued and the balance, if any, shall be applied in reduction of the capital sum.
- 5.11. A certificate under the hand of any director / officer of the Business/es as to:
- 5.11.1.1. the existence and amount of any indebtedness at any time of the customer to the Business/es ("the debt");
  - 5.11.1.2. the fact that the due date for payment of the debt has arrived;
  - 5.11.1.3. the amount of interest accrued on the debt (calculated with reference a certificate obtained in terms of Clause 5.1.6);
  - 5.11.1.4. any other fact, matter or thing relating to the customer's debt and/or obligations, in terms of any booking or indebtedness between the customer and the Business/es,
- 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.
- 5.12. Notwithstanding anything to the contrary herein, the customer shall be obliged to pay the Business/es the whole of the outstanding balance of its debt, together with accrued interest thereon immediately, and the Business/es shall be entitled to proceed for the immediate recovery thereof without prior notice to the customer and without prejudice to the Business/es other rights in law and/or without prejudice to any claims which the Business/es may have against the customer arising from any breach of these terms and conditions or any booking, should:
- 5.12.1.1. The customer fails to pay any amount due by the customer to the Business/es in terms of this agreement on the due date for payment thereof; or
  - 5.12.1.2. 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
  - 5.12.1.3. The customer breaches any material term hereof; or
  - 5.12.1.4. The customer compromises or attempt to compromise with any of its creditors; or
  - 5.12.1.5. The customer commits any act which, if committed by an individual, would constitute an act of insolvency; or

5.12.1.6. The customer be placed in liquidation or judicial management or being wound up, whether provisionally or finally and whether voluntarily or compulsorily.

## 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. The Business/es cancellation charges as follows:

30 days or more prior to travel date	:	0% of total price
21-29 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	:	100% of total price

6.1.2. Any further special cancellation charges that, e.g. may apply for peak periods, as is set out in the Business/es 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).

6.2. Amendments and all cancellations en route must be made with the Business/es directly. The customer shall be liable for all costs (including repatriation and the administrative fees of the Business/es 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. The Business/es have 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 (excl. VAT) for each alteration made to the booking after the initial reservation plus the Business/es 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. The Business/es 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. The Business/es 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. The Business/es 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. The Business/es 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, the Business/es 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/es or underwriters issuing the policy of insurance which they select. The Business/es 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**

The Business/es 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 the Business/es, 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 the Business/es, 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 the Business/es 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 Paragraph 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 Paragraph 13 will continue to be binding on the parties notwithstanding any termination or cancellation of any contract concluded by the customer with the Business/es.

### 14. **General Terms**

- 14.1. 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.
- 14.2. 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.
- 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 the Business/es 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. The Business/es 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 the Business/es 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.

### **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 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/es (as defined in Clause 1.2), on behalf of third party travellers (the client/s of such travel agent or tour operator); or
  - 1.1.2. a traveller/s, booking contracting in his/her/its personal capacity, with one or more of the Business/es (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
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  - 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/es possesses all licenses and permits necessary to conduct business as a tour operator in Southern Africa.

The customer chooses as its/his/her *domicilia et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, 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, which is transmitted by facsimile copy to the addressee at the addressee’s facsimile address for the time shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission 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 this agreement.

### **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 clients or travellers 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 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 Twenty Five per cent (25%) of the tour price to Tourvest Destination Management on booking the tour to secure the services. Final payment is due and payable 30 days prior to the commencement of services or departure.

In the event of any reservation being made within 30 days prior to departure, the total price shall be immediately due and payable within 72 hours. All Scheduled Tours booked within 30 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/es, and will be subject to the rate of exchange, applied by the Business/es' bankers at the time of receipt of payment. The customer shall be liable to effect payment to the Business/es of any shortfall (and the Business/es shall be responsible to reimburse the customer for any overpayment), resulting from exchange rate fluctuations.

Tourvest Inbound Operations a div of Tourvest Holdings (Pty) Ltd  
First National Bank  
Branch: Corporate Core Banking  
Account No: 62197033419  
Branch Code: 255005  
Johannesburg

## **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/es 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/es 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 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 pax travelling, however if 45 days out, additional pax are booked onto the same tour, the additional cost will be credited back to the passenger

## **7 Transportation**

- 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 whatsoever.

## **9 Standards and Safety**

Tourvest Destination Management undertakes that;

- 9.4 Vehicles provided are large enough to accommodate the number of guests and luggage.
- 9.5 All drivers/guides are licenced in terms of local legislation
- 9.6 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 one suitcase and 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 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

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 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 Tours:

All percentages refer to the total booking value

30 days or more prior to travel date	:	0% of total price
21-29 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	:	100% of total price

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

All guided overland tours are available on free sell 30 before departure and bookings within 29 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 days before travel and bookings within 65 days are subject to availability and not guaranteed.

66 days or more prior to travel date	25%
65 to 0 days 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 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 and 11 will qualify for a 50% reduction off the applicable per adult sharing rate, should that child share its accommodation with two adults.
- A child of 12 years and older will be charged the full applicable adult per person rate on all services provided.
- No more than one child per room sharing with 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 years will not be accepted. Children between 12 and 15 years qualify for a 50% reduction of the per person sharing rate.
- Zimbabwe: Children under the age of 16 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 years.

#### 17.3 Classic Scheduled Day Tours:

- Children under the age of 2 years will not be accepted.
- Children between 2 and 11 years will qualify for a 25% reduction off the applicable per adult sharing rate.
- No Children under the age of 7 years will not be accepted on the TIDM
- No Children under the age of 12 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 and Road Accident Fund, 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.

### **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/es (as defined in Clause 1.2), on behalf of third party travellers (the client/s of such travel agent or tour operator); or
  - 1.1.2. a traveller/s, booking contracting in his/her/its personal capacity, with one or more of the Business/es (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/es possesses all licenses and permits necessary to conduct business as a tour operator in Southern Africa.

The customer chooses as its/his/her *domicilia et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, 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, which is transmitted by facsimile copy to the addressee at the addressee’s facsimile address for the time shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission 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 this agreement.

### **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 clients or travellers 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 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 Twenty Five per cent (25%) 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 days prior to the commencement of services or departure.

In the event of any reservation being made within 30 days prior to departure, the total price shall be immediately due and payable within 72 hours. All Transfers and Charters booked within 30 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/es, and will be subject to the rate of exchange, applied by the Business/es' bankers at the time of receipt of payment. The customer shall be liable to effect payment to the Business/es of any shortfall (and the Business/es shall be responsible to reimburse the customer for any overpayment), resulting from exchange rate fluctuations.

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Branch: Corporate Core Banking  
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Branch Code: 255005  
Johannesburg

### **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/es 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/es 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;

- 9.4 Vehicles provided are large enough to accommodate the number of guests and luggage.
- 9.5 All drivers/guides are licenced in terms of local legislation
- 9.6 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% of total price
21-29 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	:	100% of total price
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, 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/es (as defined in Clause 1.2), on behalf of third party travellers (the client/s of such travel agent or tour operator); or
  - 1.1.2. a traveller/s, booking contracting in his/her/its personal capacity, with one or more of the Business/es (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/es possesses all licenses and permits necessary to conduct business as a tour operator in Southern Africa.

The customer chooses as its/his/her *domicilia et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, 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, which is transmitted by facsimile copy to the addressee at the addressee’s facsimile address for the time shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission 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 this agreement.

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

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## 6. Accommodation

Accommodation is as specified in the TDM Beds voucher and is based on 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/es cancellation charges as follows:

### 8.1 TDM Beds City Hotels

30 days or more prior to travel date	:	0% of total price
21-29 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	:	100% of total price

No Shows 100%

### 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

No Shows 100%

- 8.3 Any further special cancellation charges that, for example may apply for peak periods, as is set out in the Business/es booking confirmation (which shall take precedence and substitute the cancellation charges due in terms of cancellation charges as stated above.
- 8.4 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 the above cancellation charges due,
- 8.5 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 Moditlo River Lodge**

- Children of all ages are welcome.

A child sharing same room as parents (max 2 children when sharing) will be accommodated on a mattress / rollaway bed at an additional charge.

### **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.

### **9.5 Radisson Le Vendome**

- Baby cots can be accommodated in all rooms at no additional cost and is applicable for infants 0 (new born) - 2 (two) years of age.

#### **Business Class Rooms Only**

Children staying in same bedding stay free; 1 child 2-17yrs. Breakfast is charged at 50% for children 2-12 years and 100% 12 years and above.

- For children not staying in same bedding roll away beds charged at surcharge, as well as the breakfast surcharge (charged at 50% for children 2-12 years and 100% 12 years and above)

## **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.