

**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 Businesses (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 Businesses (as defined in Clause 2).

2. Tourvest Destination Management (hereafter referred to as TDM and/or the Businesses), 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 and/or the Businesses operate 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 Destination Management (and its associated brands)
- 2.2. Tourvest DMC
- 2.3. TEAM Sports Travel
- 2.4. Pure Sport and Pure Skiing
- 2.5. TEAM Destination Management
- 2.6. Great Safaris
- 2.7. Liberty Southern Africa
- 2.8. Tourvest IME
- 2.9. Sense of Oceans

The Businesses 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 utilize the products of various travel suppliers ("the Tour").
- 3.2. All agreements with suppliers of products ("Supplier/s") are subject to the general understanding that:
 - 3.2.1. TDM and/or the Businesses 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 Businesses names, or the Supplier may undertake to supply the product to TDM and/or the Businesses, but it is unequivocally understood between TDM and/or the Businesses and the Supplier that TDM and/or the Businesses will not make use of the supply or provide the product to the traveller although it is TDM and/or the Businesses that make payment for the reservation, the Supplier recognizes and understands that the product will be provided to the traveller, and not to TDM and/or the Businesses.

3.3 Rates and Cancellation

3.3.1 The Supplier irrevocably agrees to honour the rates submitted to TDM and/or the Businesses 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 and/or the Businesses.

3.3.2 Any bookings that are confirmed on BAR will be issued to TDM and/or the Businesses 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.

3.3.4 Should TDM and/or Businesses discover that the Supplier has extended a rate which is less than the STO rate provided to TDM and/or Businesses to an online distributor, the Supplier shall provide TDM and/or the Businesses the same rate provided by the Supplier to the online distributor. TDM and/or the Businesses and the Supplier shall negotiate a commission to cover the costs of the distribution channel.

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 and/or the Businesses, 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 and/or the Businesses constitute 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 and/or the Businesses), in full and on demand and keep TDM and/or the Businesses 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 and/or the Businesses, directly or indirectly, and whether wholly or in part resulting from any breach by the Supplier 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 and/or the Businesses, its servants, agents, clients and employees against any claim or liability arising from the services provided by the Supplier to TDM and/or the Businesses, 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.

4. Data Protection

- 4.1 The Supplier shall comply with the provisions of the Protection of Personal Information Act, 4 of 2013 and the European Union General Data Protection Regulation (EU Regulation 2016/679) and any other applicable corresponding, related or equivalent national laws or local regulations along with, in each case, any regulatory guidance or codes of practice applicable from time to time pertaining to the collection, processing, retention and safe keeping of personal information.
- 4.2 The Supplier must follow at any time all instructions provided by TDM and/or the Businesses relating to the processing of personal data transmitted by TDM and/or the Businesses and shall immediately inform TDM and/or the Businesses of any unauthorized disclosure.
- 4.3 The Supplier shall not use or allow third parties to use personal data provided by TDM and/or the Businesses for purposes other than the activities related to this agreement of supply of services and must store all personal data received from TDM and/or the Businesses only for the period necessary for any compliance purposes using best business practice in regard to the privacy content of such personal data. Any usage or transmission of personal data to third parties for marketing or selling purposes or activities other than those mentioned in this paragraph is strictly forbidden.

5. Anti-corruption

- 5.1 The Supplier agrees, in respect of the provision of the services, the Supplier shall comply (and shall procure that its employees, agents, subcontractors and suppliers comply) with all applicable laws, rules and regulations and codes of practice, including but not limited to the Prevention and Combating of Corrupt Activities Act 12 of 2004 or similar legal provision within the territory in which the services are being provided.
- 5.2 The Supplier shall not (directly or indirectly) pay, offer, give or promise to pay or authorise the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality or public international organisation; any political party or official thereof; any candidate for political office; any sub-contractor or supplier, or any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation including but not limited to the Prevention and Combating of Corrupt Activities Act 12 of 2004 or similar legal provisions in the territory in which the services are being provided and similar multilateral anti-bribery agreements.

6. Warranty

The Supplier warrants that all services provided including but not limited accommodation, transport or any activities offered by the Supplier, are being provided in a manner that complies with all laws and safety regulations required for such services in the Republic of South Africa and/or the territory in the services are being provided.

7. Change of banking details

TDM and its associated Businesses will never inform the Supplier of any change to TDM's banking details solely by way of electronic communication. Any email regarding changes to TDM and/or the Businesses banking details should be treated with caution. Should the Supplier wish to discuss the authenticity of an email or other communication, the Supplier should contact TDM or its Businesses and speak to someone the Supplier knows at TDM or its associated Businesses. TDM and/or its associated Businesses do not accept responsibility for payments made into incorrect bank accounts.