

# TDM GLOBAL SPORTS AND LEISURE TERMS AND CONDITIONS

## 1. CONTRACTING PARTIES

1.1. The customer is either:

- 1.1.1. a travel agency who contracts with the Business (as defined in Clause 1.2), on behalf of third party travellers (the client/s of such travel agency); or
- 1.1.2. a traveller/s, booking and contracting in his/her/its personal capacity, with the Business (as defined in Clause 1.2); or
- 1.1.3. A corporate or other entity booking and contracting in their capacity, with the Business (as defined in Clause 1.2).

1.2. Tourvest Destination Management – trading as the following entities and known as “The Business” in below Terms and Conditions:

- Pure-Travel Leisure
- Pure-Travel Youth
- Pure-Travel Ski
- Pure-Travel Sports
- Pure-Travel Scuba
- Cape Town E-Prix Travel
- SA Rugby Travel

The above are divisions of Tourvest Holdings (Pty) Ltd, a company duly incorporated in accordance with the Company Laws of South Africa, Registration Number 2008/003719/07.

1.3. Where certain terms and conditions differ from one division to another (e.g. payment terms and / or cancellation terms), this will be laid out as an addendum specific to each division.

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

1.5. The Business acts solely as an agent/broker on behalf of the Supplier/s and accordingly on receipt of any booking enquiry. The Business communicates with the Supplier/s concerned and endeavours to secure the necessary reservations, pricing and arrangements making up the booking enquiry.

1.6. The customer chooses as his/her/its *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 email address 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 utilises the products of various travel suppliers (“the Tour”).
- 2.2. While the Business makes every effort:
- 2.2.1. to engage quality suppliers among the airlines, hotels, tour operators and other service providers to provide the travel products making up the Tour featured on our websites and proposal documentation (“the brochure”); and
- 2.2.2. 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
- 2.3. The Business accepts no liability for:
- 2.3.1. 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;
- 2.3.2. 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 own account.

- 2.4. If, in the opinion of the Business, 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’ control, the Business 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.
- 2.5. Further to the Business’ cancellation policy in Clause 7, all bookings are further subject to the terms and conditions specified by the supplier of the services which make up the Tour, excluding cancellation terms. The Business 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.
- 2.6. Save in the event of wilful misconduct or gross negligence by the Business, neither the Business nor its holding or parent company or representatives shall be liable for any loss, injury, death or damages, arising from the Tour.
- 2.7. The Business will not be responsible for any charges that appear on a traveller’s credit card not levied/effectuated directly by the Business (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.
- 2.8. Where the customer is a travel agency, and it is contracting with travellers, and such traveller’s participation in the Tour offered by the Business is subject to these standard terms and conditions and the travel agency should provide a copy of same to the traveller on request. The travel agency, or traveller in question, indemnifies and holds the Business harmless against all claims for damages, loss, injury or expense, which any traveller may claim against the Business in the event that such claim is excluded under the terms and conditions set out herein.
- 2.9. 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 harmless against all claims for damages, loss, injury or expense, which any such member of the group may claim against the Business 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.

### **3. QUOTED PRICES & PRICE VARIATIONS**

- 3.1. Current prices and services are detailed on the rates provided, as contracted, and are quoted in South African Rands unless otherwise stipulated. The Business expressly reserves the right to amend price quotations in the event of unforeseen increases in supplier tariffs, taxes or other Government levies, tourism levies, fuel prices, other taxes of whatever nature, availability of services at time of confirmation to book by client or other factors beyond its control.
- 3.2. All rates are calculated inclusive of VAT where applicable.
- 3.3. All quotations are valid only to the expiry 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 customer. Upon acceptance, any amendments requested by the customer or traveller, which incur extra costs, are for the customer or traveller's account, as the case may be.
- 3.4. The Business reserves the right to adjust prices, on expiry of any period of validity of a price schedule/quote issued by the Business, by way of a revised price schedule/quote, in accordance with, e.g. increases in airfares, hotel rates, transport costs and currency fluctuations.
- 3.5. Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by the Business. Tours include a standard net airfare provided by the respective airline. Such airfares exclude airport taxes and fuel surcharges as levied by the airlines.
- 3.6. All information contained in the Business's itinerary and price schedules are to the best of the Business's knowledge and believed to be true and correct, but the Business accepts no liability for any errors/inaccuracies contained therein.
- 3.7. 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.
- 3.8. In the event of any conflict between these terms and conditions and the brochure terms and/or the Business booking confirmation, the provisions of the brochure terms and/or the Business booking confirmation shall prevail.

### **4. RESERVATIONS**

- 4.1. The Business does not accept any legal or contractual obligations in relation to conditional booking requests. A quotation does not constitute a "binding offer" from the Business, neither as to pricing nor availability. All Tours are subject to availability and are not guaranteed. These Tours or any variation thereof are subject to the Business's minimum package conditions as stipulated in the booking confirmation.
- 4.2. Once the customer makes a booking request to the Business, whether telephonically, or by email, or on the Business's web-enabled booking system, the Business shall forward a written quotation of the booking by email.
- 4.3. On transmission of the Business 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 confirmation of the booking; and
  - 4.3.2. The customer shall be liable to pay the tour price as set out in the Business confirmation of booking (alternatively, the price schedule/quote applicable to such reservation).
  - 4.3.3. The customer shall be liable to any price increase as a result of a change in the rate of exchange.

- 4.3.4. Pricing and availability is therefore subject to change, until a binding booking is made and the non-refundable deposit is paid.
- 4.3.5. Deposit payment is used to secure service like flights and ground services.
- 4.3.6. The deposit, required in respect of each booking, will vary depending on certain aspects including but not limited to the time before the departure date of the booking, the season and the availability at time of booking, the size of the group. In circumstances very large deposits may be required by the suppliers of the products/services making up the booking. The deposit requirement will be as set out in the quotation/booking confirmation.
- 4.3.7. Upon receipt of the deposit, The Business–will confirm the booking by way of a booking confirmation and a binding booking will arise, subject to the further terms and conditions set out herein and in the booking confirmation, including final payment date, cancellation fees, and other booking specific information or terms.

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

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

## **5. BOOKING CONDITIONS**

- 5.1. 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.
- 5.2. The Business shall not be liable for any loss, damage or expenses of any nature whatever suffered by the customer 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 the Business negligence or otherwise.
- 5.3. Travellers may not carry any unlawful articles or substances whilst travelling. Should any traveller contravene the aforesaid prohibitions, the Business 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. The Business will under no circumstance assist any such offender in any dealings or negotiations with any authority.
- 5.4. Should the Business appoint a 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 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.

5.5. The Business reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. The Business will offer substitutes of equal value and will inform the traveller of any known changes before departure.

## 6. BREAKAWAYS / EXTENSIONS

6.1. Should any of your group's travellers extend their stay or breakaway from the group itinerary, the Business will assist with all reservations of these individuals.

6.2. The individual traveller will be responsible for these costs (unless specifically agreed otherwise in writing) and no documentation will be released until the individual/s concerned, make full payment to the Business for individual breakaways/extensions.

6.3. Depending on the airline's policy, only a limited number of breakaways will be accepted. An airline administration fee will be levied per reservation change, plus the Business additional service fee.

## 7. PAYMENT AND PENALTY FEES

7.1. Payment shall be due and payable by the customer on or before the time periods as set out in the specific Business booking confirmation.

7.2. Once a reservation has been paid in full, the price will not be subject to further currency fluctuations.

7.3. Payment terms are as follows (unless otherwise specified in booking form or correspondence with client):

- <b>First Non-refundable Deposit of 20% - Within 48 hours of booking</b>
- <b>Second Deposit of 30% - 16 Weeks prior to departure (4 Months)</b>
- <b>Balance 8 weeks prior to departure (2 Months)</b>

7.4. Quotes Including flights might require full payment of air fare and airport tax at time of first deposit. The Business to advise at time of booking.

7.5. The Business expressly reserves the right to cancel any reservation where payment has not been made on the due date and without prejudice, to claim compensation for all possible damages suffered due to the customers breach and the customer hereby expressly agrees to this.

7.6. Interest at 2% above the current prime bank overdraft rate will automatically be applied to all overdue amounts.

7.7. In relation to all time periods stipulated for payment in the specific Business booking confirmation, time shall be of the essence and the Business shall be entitled to cancel any reservation where payment (including deposits) has not been made by due date.

7.8. Where a deposit has been paid and the reservation is subsequently cancelled by the Business, failure to pay the balance outstanding, the deposit paid to date will be forfeited to the Business subject to Clause 7 below.

7.9. Documentation and vouchers will only be sent to the customer on receipt of payment in full and completed booking forms and travel declarations (if applicable) by the Business.

7.10. 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, and will be subject to the rate of exchange, applied by the Business's bankers at the time of receipt of payment. The customer shall be liable to effect payment to the Business of any shortfall resulting from exchange rate fluctuations.

7.11. The Business reserves the right to charge a booking fee and/or a handling fee which will be included in the total price.

- 7.12. The Business shall be entitled in its sole discretion to appropriate any amounts received by the Business from the customer towards the payment of any cause, debt or amount owing by the customer to the Business whatsoever. Each payment made by the customer to the Business, shall be applied firstly in respect of interest accrued and the balance, if any, shall be applied in reduction of the capital sum.
- 7.13. A certificate under the hand of any director/officer of the Business as to:
- 7.13.1. the existence and amount of any indebtedness at any time of the customer to the Business (“the debt”);
  - 7.13.2. the fact that the due date for payment of the debt has arrived;
  - 7.13.3. the amount of interest accrued on the debt (calculated at prime plus 2%);
  - 7.13.4. 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 shall for the purpose of provisional sentence or summary judgement or any other proceedings against the customer in any competent court be:
    - i. prima facie proof of the correctness of the matters stated therein;
    - ii. deemed to be sufficient particularity for the purposes of pleading or trial; and
    - iii. valid as a liquid document for those purposes.
- 7.14. Notwithstanding anything to the contrary herein, the customer shall be obliged to pay the Business the whole of the outstanding balance of its debt, together with accrued interest thereon immediately, and the Business shall be entitled to proceed for the immediate recovery thereof without prior notice to the customer and without prejudice to the Business other rights in law and/or without prejudice to any claims which the Business may have against the customer arising from any breach of these terms and conditions or any booking, should:
- 7.14.1. The customer fail to pay any amount due by the customer to the Business in terms of this agreement on the due date for payment thereof; or
  - 7.14.2. 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
  - 7.14.3. The customer breaches any material term hereof; or
  - 7.14.4. The customer compromises or attempts to compromise with any of its creditors; or
  - 7.14.5. The customer commits any act which, if committed by an individual, would constitute an act of insolvency; or
  - 7.14.6. The customer is placed in liquidation or judicial management or being wound up, whether provisionally or finally and whether voluntarily or compulsorily.

**8. CANCELLATION & AMENDED BOOKING FEES**

- 8.1. Should the booking be cancelled for any reason whatsoever, partially or in full, by or on behalf of the customer, cancellation fees will be due and payable as per below unless specified separately on the booking form. All cancellations must be made in writing and shall be effective only on the date on which the Business receives the written notice of cancellation.
- 8.2. Cancellation Terms:

<b>Deposit payment is non-refundable</b>	<b>20% of Total Price</b>
<b>8 - 16 weeks prior to departure</b>	<b>50% of Total Price</b>
<b>Less than 8 weeks prior to departure</b>	<b>100% of Total Price</b>

- 8.3. Amendments and all cancellations en-route must be made with the Business directly. The customer shall be liable for all costs (including repatriation and the administrative fees of the Business incurred as a result of any en route cancellations, by the customer including but not limited to cancellation because of ill health or injury).
- 8.4. The Business has the right to charge for amendments to reservations at a change fee of:
- 8.4.1. Amendments received 90 (Ninety) days or less prior to departure:  
R 500 (excl. VAT) for each alteration made to the booking after the initial reservation plus the Business and/or suppliers published administration charges (from time to time), will be levied on all documentation or vouchers submitted for re-issue or refund.
- 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 or optional arrangements.

## 9. **FORCE MAJEURE**

- 9.1. In the event of a Force Majeure Event (as defined below), The Business shall be excused, discharged, and released from performance to the extent such performance is so limited or prevented, without liability of any kind.
- 9.2. The Business assumes no liability for any loss, damage, or entry of any nature in whole or in part resulting from an "Act of God" or any other condition outside The Business's control ("Force Majeure Event"), including without limitation:
- Fire
  - Landslides
  - Volcanic eruption
  - Inclement weather
  - Environmental pollution or contamination
  - Earthquake
  - Low or high water levels
  - Flood
  - Water or power shortages or failures
  - Tropical storms or hurricanes
  - Riots or civil commissions or disturbances or any other acts of similar nature
  - Sabotage
  - Strikes of labour disruptions
  - Arrests
  - Restraint of rulers or peoples
  - Expropriations
  - Acts of terrorism
  - War
  - Insurrection
  - Quarantine restrictions
  - Pandemics or epidemics or other
  - Government health advisories or warnings or alerts of any kind of nature
  - Government seizures
  - Refusal or cancellation or suspension or delay of any government authority or any license, permit or authorisation
  - Damages to its facilities or the travel supplier and its facilities
  - Or any other unforeseen circumstances or any other factors unforeseen by The Company that adversely affects or hampers its ability to fulfil any of its contractual conditions
- 9.3. The Client will not have a claim against the Business for any costs whatsoever arising from such change, whether it is for transport or accommodation or any other cost or disbursement whatsoever. It is recommended that the Client takes adequate insurance; although it may well be that you cannot obtain insurance cover for such an event.

- 9.4. The Business will use its best endeavours to recover from third parties such monies as may have been paid to them on behalf of the Client. All monies so recovered by the Business will be reimbursed to the Client less a 5% of the price as an administration charge. Professional fees charged by the Company are non-refundable.

**10. ISSUING OF MATCH TICKETS OR EVENT TICKETS (INCLUDING BUT NOT LIMITED TO PURE-TRAVEL SPORT, CAPE TOWN E-PRIX TRAVEL AND SA RUGBY TRAVEL)**

- 10.1. Where Match tickets and/or event tickets are not e-tickets but printed, please note that these tickets would not be re-printable and would require the traveller to re-purchase a brand new ticket should his or her ticket be lost or stolen.
- 10.2. Where event tickets are e-tickets - The Client must be ready to show their identity document and possibly their credit card used to pay for the booking at the check-in counter of the Airline concerned. This will apply to all members of a travelling party and for EACH MINOR.

**11. CHANGES TO HOTELS, COACHES, VEHICLES & OTHER SERVICES**

- 11.1. The products and services included on all booking itineraries are subject to availability. The Business 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.
- 11.2. The Business reserves the right to use smaller or larger vehicles on scheduled escorted tours should final traveller numbers justify such change.

**12. CHILD POLICY**

A child of 12 years and older will be charged the full applicable adult per person rate on all services provided unless otherwise stated.

**12.1. Accommodation**

- 12.1.1. Children under the age of 12 years may qualify for a reduction off the applicable per adult rate, should that child share its accommodation with two adults. This discount depends on the terms and conditions of the respective hotel supplier.
- 12.1.2. No more than one child per room sharing with two adults, dependent upon on the terms and conditions of the respective hotel supplier and size of room.
- 12.1.3. Children who occupy their own room will be charged the full applicable per adult sharing rate.

**12.2. Flights**

- 12.2.1. Children under the age of 12 years may qualify for a reduction off the applicable per adult rate only if flights do not form part of a group booking with the airline. This discount depends on the terms and conditions of the respective airline supplier.

- 12.3. There is no discount for children booked on scheduled transfers.

**13. ACCOMMODATION**

- 13.1. Unless specifically stated otherwise, all accommodation is based on 2 (two) people sharing a twin or double bedded room on a bed and breakfast basis. 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.
- 13.2. Should the client wish to stay in a room based on single occupancy, there will be an additional single supplement charge.

**14. TRANSPORTATION**

- 14.1. If included in your quote, transportation is in air-conditioned coaches, touring vehicles, minibuses and sedans, rail or underground rail appropriate to the requirements of the Charter, Transfer or Tour.

- 14.2. The Business reserves the right to utilise smaller vehicles should the number of passengers participating reduce sufficiently to warrant this.

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, the Business tour guides and drivers have been instructed to implement a policy of rotation of seats.

- 14.3. In the event of the Business 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.
- 14.4. The customer, in a sub-contracted vehicle, agrees to indemnify the Business against any claim of whatsoever nature.
- 14.5. Car Hire and Vehicle Hire  
These contracts ('Car Hire T&C') are onerous & include absolute, no fault and strict liability provisions. These Car Hire T&C must be read very carefully and anything you don't understand or about which you have any misapprehension must be discussed with the car hire consultant BEFORE you sign the Car Hire T&C. Please note that you will be liable for all traffic fines and toll fees. We strongly recommend you check the vehicle thoroughly with a representative of the car hire business upon collection and return and ensure that any damage, scratches, faults or shortcomings are noted & signed for. Note that the Car Hire T&C shall constitute the sole contract between the car hire travel agent and the Client and any right of recourse the Client may have, will be solely against the car hire company in terms of the Car Hire T&C.

## 15. RECONFIRMATIONS

It is the responsibility of the Client to reconfirm onward flights within 72 (seventy two) hours of arrival at any destination. Failure to do so may result in the cancellation of their flight reservation by the Airline. It is up to you to ensure your Airline requires this.

## 16. SPECIAL REQUESTS

Special requests must be made at the time of booking. The Business 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.

## 17. CONTRACT

Once the Client has requested the Business to make a reservation and has completed and submitted to the Business the Booking Form, the Client shall be deemed to have accepted the terms and conditions contained herein as applicable to the contract entered into between the Business and the Client and agrees to be bound hereby notwithstanding signature hereof.

## 18. TRAVEL DOCUMENTS, PASSPORTS, VISAS, VACCINATIONS, INOCULATIONS AND RE-ENTRY PERMITS AND INTERNATIONAL DRIVER'S LICENSES

- 18.1. All travellers will be personally responsible for ensuring that they are in the possession of and have complied with:
- 18.1.1. the correct travel documentation, including passports valid for the minimum period after the tour.
  - 18.1.2. the correct visas/re-entry permits, valid for the relevant country you are travelling to and where applicable - the visa costs incurred are for the passenger's own account; and
  - 18.1.3. health, foreign exchange and other legal requirements
- 18.2. The Business 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. The Business 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.

- 18.3. 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.

## **19. INSURANCE**

- 19.1. The Business provides Travel Insurance on behalf of the traveller, details of which are available on from the Business. This Travel Insurance is underwritten by Bryte Insurance, an accredited Insurance Company. The Insurance Policy is a contract made between the Policyholder (i.e. the traveller) and Bryte Insurance. The Insurance Company agrees to provide insurance on the basis set out in the Insurance Policy, provided the premium is paid when due.
- 19.2. Any medical expenses on the tour would be for client's own expense and should be claimed by the client from Travel Insurance directly, as the insurance contract is between client and insurance company.
- 19.3. Whilst this Travel Insurance is included within all Tours, the onus falls on the customer to ensure that the cover is adequate for their requirements. Customers should familiarise themselves with any exceptions and conditions as may be imposed by the Travel Insurance provided by the Business, via the Insurance Company or Underwriters issuing the policy.
- 19.4. Except for cancellation insurance in terms of the travel insurance policy in 15.1, cover will commence when the Insured Person leaves the point of departure and will automatically cease on completion of the insured period, including the return journey to the point of departure. Cancellation cover will take effect on the date on which a Tour Package is paid in full
- 19.5. It is strongly advised that all travellers or client's on behalf of their travellers take out adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment (Note that is not an exhaustive list).

The Business will not be responsible or liable if the client or traveller fails to take adequate insurance cover or at all. It shall not be obligatory upon the Business to effect insurance for the client or traveler except upon detailed instructions given in writing and all insurance effected by the Business pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and the Business shall not be obliged to obtain separate cover for any risks so excluded.

Should the insurers dispute their liability for any reason; the client or traveler will have recourse against the insurers. Once the insurance has been confirmed and paid for, the client or traveller will be issued with a policy document of the insurer. It is a complex document which must be read BEFORE you initiate your travel so that you can address any queries you may have to the insurer BEFORE you depart

- 19.6. The Business shall not be responsible or liable:
- 19.6.1. for any information which it or its representatives furnish in relation to travel insurance;
  - or
  - 19.6.2. for filing/prosecuting a claim on the traveller's behalf against any insurer/underwriter who has issued a policy to the traveller; or
  - 19.6.3. for any claim disputed and/or rejected by the insurers

## **20. MERCHANDISING**

Should merchandise be included in tour package, the Business is not responsible for any incorrect merchandise sizes ordered by the customer. The initial handling fee is included within the price of the Tour, but any costs incurred as a result of subsequent orders will be charged to the customer.

## **21. INTERPRETATION, LAW APPLICABLE AND JURISDICTION**

- 21.1. Words implying the singular shall include the plural and vice versa, words importing one gender shall include any other and reference to natural persons shall include legal entities and vice versa.

- 21.2. The law of the Republic of South Africa (where applicable) shall govern the relationship between the Business and the traveller/s or sub-agent, 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 the Business and the traveller/s or travel agency.
- 21.3. 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, 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 consents to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency and irrevocably authorises the Business 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.
- 21.4. Either party may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 21.5. 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.
- 21.6. Any arbitration in terms of this Clause 18 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.
- 21.7. The provisions of this Clause 18 will continue to be binding on the parties notwithstanding any termination or cancellation of any contract concluded by the customer with the Business.
- 21.8. These terms and conditions together with the terms of the booking confirmation/quote reflects the full agreement between the customer and the Business and any variation and/or amendments thereof shall not be valid unless agreed to by the Business in writing.

## **22. DELAYS**

The Business shall not be responsible for the consequences of any delays whether arising from accidents, breakdowns, or any other cause whatsoever.

## **23. ON TOUR COSTS**

- 23.1. All additional costs incurred on the tour shall be for the client’s own account.
- 23.2. Whilst on tour all medical expenses will also be for clients own account whether they may or may not be claimed back from travel insurance.

## **24. RIGHT OF ADMISSION RESERVED**

The Business 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 The Business or its representatives.

## **25. RESPONSIBILITY**

The Business 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 the Business, any servant or agent of the Business or any 3<sup>rd</sup> party/sub-contracted supplier, whether as a result of negligence or otherwise.

## **26. WEBSITE**

- 26.1. These Terms and Conditions govern the Website User’s use of the Business’s websites. By accessing and using the Website, the Website User agrees to be bound by the Terms and Conditions set out herein.

- 26.2. Websites are as follows:
- [www.pure-travel.co.za](http://www.pure-travel.co.za)
  - [www.capetowneprix-travel.co.za](http://www.capetowneprix-travel.co.za)
  - [www.sarugbytravel.com](http://www.sarugbytravel.com)
- 26.3. The Business will be deemed to have received any data messages sent by the Website User if and when the Business responds to such message or receipt thereof is acknowledged. An automated acknowledgement of receipt will not be deemed to be an acknowledgment of receipt for the purposes of this clause.
- 26.4. The Website User will be deemed to have received any data messages that have been sent by the Business when the complete data message enters an information system designated or used for that purpose by the Website User.
- 26.5. If a Website User does not receive a response from the Business to any data message sent to the Business, the Website User should contact the Business. The Business shall not be liable for any failure to respond to any data message sent by the Website User.

## **27. COPYRIGHT**

The T&Cs and any intellectual property and specifically copyright therein and any proposals, presentations, estimates and quotes provided by the Business shall remain the sole and exclusive property of the Business.

The Client furthermore undertakes not to circumvent the Business and to make any approaches to or enter into any arrangements for any concept similar in part or as a whole to that contained in any of the proposals, presentations, estimates and quotes provided by the Business with any of the Suppliers or any other service providers or venues for a period of 1 (one) year from the date of submission of any proposals, presentations, estimates and quotes provided by the Business.

## **28. ENTIRE CONTRACT**

The quotation, Booking Form, Addendum & the T&Cs constitute the entire terms of the relationship between the Parties. 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 and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Business otherwise that is not included herein.

## **29. RELEASE OF IMAGES AND VIDEOS**

- 29.1. The Business reserves the right to use the client's/traveller's or their child's (or child to whom they are a legal guardian) likeness in photographs, video recordings or electronic images in any and all of its publications, including but not limited to website entries, social media and mailers without payment or any other consideration.
- 29.2. Where the client is not the traveller, the client warrants that such permission to use the images as described above has been lawfully obtained and indemnifies Team Sports Travel, or any of its directors, affiliated companies, brands, divisions, employees from any loss, injury of, or damages including legal fees on an attorney own client scale, in relation to any action that may result from the clients inability to obtain such consent.

## **30. DISPUTE**

If there is a dispute between the Parties (other than a material breach), they will:

- Attempt to resolve it amicably and as a matter of urgency within as quick a period as possible, given that time is of the essence through means of good faith negotiations; failing which
- Attempt to resolve by mediation as a matter of urgency within as quick a period as possible, given that time is of the essence; failing which
- Refer the matter to arbitration in terms of the rules of the South African Arbitration Foundation.

## **31. GENERAL TERMS**

- 31.1. The Business 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.

- 31.2. No indulgence, which the Business may grant to any party, shall constitute a waiver of any of the rights of the Business 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.
- 31.3. 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.
- 31.4. Should the Business 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 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.
- 31.5. All travellers shall comply with general Codes of Conduct as issued by the Business from time to time, including any prohibition on smoking imposed on any coaches and at any hotels/venues on any tour.
- 31.6. 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.

**FOREIGN EXCHANGE REGULATION COMPLIANCE** - *This is the Client's exclusive duty. This will apply especially when the Client instructs the Travel Agent to make and pay for travel arrangements on the Internet. It is the responsibility of each individual Client to ensure that he/she does not exceed the R1 (one) million per calendar year (Please note this amount is stipulated by the SA Reserve Bank as at January 2015 and may be adjusted from time to time – it is the Client's duty when booking to check with its foreign exchange provider). Individual's Single Discretionary Allowance. It is imperative that the Clients are able to show any customs official that they purchased the foreign exchange they are carrying, failing which it may be confiscated.*

**DECLARATION**

**I have read, fully understood and accept the Conditions of Contract and Booking Conditions as set out in The Business' Terms & Conditions and agree with the cancellation policy as well as any addendums to this contract. Further, I am of age and authorised to effect reservations and conditions applying thereto, on behalf of all the details above.**

**PRINT NAME:**

**SIGNATURE:**

**DATE:**

## COVID-19

Where a tour is cancelled or possibly postponed due to Covid-19 specifically, please note the following:

- The business reserves the right to charge cancellation fees, where a supplier has charged the Business.
- Where postponement is an option to avoid or limit cancellation fees, the Business will inform the client timeously.
- Should the business negotiate full refunds from suppliers, this will be passed onto the client, but will be at the discretion of the specific supplier/s that are booked on behalf of the group/client and therefore not guaranteed.
- Should the tour / client have to cancel a departure due to Covid-19, **however the client wishes to postpone** their trip instead of cancelling, the Business will do their best to negotiate with suppliers to postpone without penalties. However, this will be at the discretion of the relevant suppliers and therefore not guaranteed.
- Receiving a positive Covid-19 test closer to departure also limits the Business to postpone or cancel, on clients behalf, without there being cancellation fees applicable.

**Having said the above, the Business will do all that is possible, where possible to reduce risk as far as possible for client through supplier relationships and negotiation.**

## PURE-TRAVEL SKI

### 1. SKI AND OTHER EQUIPMENT

- 1.1 All equipment, skis, boards, toboggans and ski-bobs are not insurable and are the Client's responsibility. The Business reserves the right to recover any losses incurred from the Client.
- 1.2 It is the Client's responsibility to return all ski equipment to the Supplier thereof a day before departure from the Resort. Where a Client fails to return the hired equipment the Business reserves the right to invoice the Client for the hire of the equipment for each day it is not returned. Alternatively, where the cost of replacement is lower than the hire charges, the Business will invoice this amount and a fee of R200 (two hundred rand) for settlement of the initial outstanding hire charges.
- 1.3 The Business does not give its employees the authority to accept responsibility for the return of ski equipment to the Supplier thereof. The responsibility rests solely with the Client.
- 1.4 Ski/Board theft (or the accidental switching of skis/boards) can happen in ski resorts, especially where many skis/boards are left outside restaurants, pubs and hotels. This may not always be intentional but you will be liable for your equipment. Insurance against this may be offered when fitting and renting in the resort and we strongly recommend you take this. We do include this in the cost for hire in Livigno as per the Supplier's conditions.
- 1.5 Ski School: Ski lessons for groups usually start on a Sunday for tours arriving on Saturdays. For tours arriving on days other than Saturday, group lessons will be costed in but may not be available due to minimum numbers. Should you wish to change this in any way we can organise private tuition. Please speak to your Consultant regarding this and advise us timeously and in writing should you require this amendment.
- 1.6 Ski Passes: Ski passes can be utilised from the day **after** arrival in the resort and stop at the time the lifts close on the last full day. Should you need this extended in any way please advise us beforehand and as early as possible so we can quote you according to your requirements. (You may have to extend your hire too in this case!)

### 2. ENTERTAINMENT

Whilst every endeavour will be made to offer the full entertainment programme, the Business cannot guarantee all events due to factors such as weather conditions, Force Majeure Events, length of Client's holiday or minimum of 8 (eight) passengers per activity. The Company shall be solely responsible for the selection of entertainment to be offered each evening and will have the absolute discretion to vary the programme as it deems necessary. Any refunds required will be made by the Business in South Africa prior to departure.

## PURE-TRAVEL YOUTH

### 1. ADDITIONAL PAYMENT / CANCELLATION TERMS

- Payments by individual tour members directly to the Business are not typically acceptable because of administrative concerns and late payment implications. The onus rests on the client to supply the Business with a list of payments per tour member when so requested.
- If however, individual payments have been accepted by the Business and are made directly to the Business, the Business will treat the payment date of the last payment of a scheduled payment as if the whole group paid on that date, with every scheduled payment date due.

If the late payment by a touring member leads to increased prices the whole group will be responsible for payment of such increases.

- Without prejudice to the Business rights in terms of 2.4 above, interest at 2% above the current prime bank overdraft rate offered by the Business' bank will automatically be applied to all overdue amounts.
- Any invoice and/or statement issued in respect of a confirmed booking, shall be paid without deduction or set off, free of exchange by EFT/bank SWIFT telegraphic transfer, into the Business' bank account as notified by the Business to the customer in writing from time to time.
- In the event of late payments, the company has the right to cancel the tour with no refunds, change the tour itinerary and/or increase the price, and must inform the client of such increase or change. If the Client does not accept the change or increase in writing the Company has the right to withdraw from this agreement as if the Client cancelled the tour.
- Please note that Pure-Travel Youth cannot be held liable for any losses incurred as a result of withdrawal or cancellation of student/player. Should any parent withdrawer their child from the tour it remains the responsibility of the school and / or parent to find a replacement. Until this replacement is found and confirmed NO refunds will be considered.

### 2. FIXTURES AND BILLETING

- The Business undertakes to provide the fixtures and billets as described. Once written confirmation on these has been obtained by the Business/the local agent neither the Business nor the local agent can be financially responsible for any withdrawal or alteration of this offer. Should this occur, the Business undertakes to provide the most suitable alternative at the time at the least possible expense, with any hotel accommodation required in place of billets to be on a bed & breakfast basis only. An indication of possible additional costs can be provided on request at any time. An exception to the above applies to one-fixture tours, where the Business would consider cancellation of the only fixtures for reason other than force majeure or Major change.
- The Business endeavours to provide fixtures at the correct competitive level, this is not guaranteed. If a change of opposition is required due to cancellation or any other reason, the Business will endeavour to replace the fixture with a similar strength team where possible

### 3. VISAS

- The Business offers a Visa advice service to guide applicants in the visa application process. In no way does the Business act as your agent but merely advises and assists. This service is only available for individuals/groups that have booked their travel arrangements through the Business. Making use of our service is free and optional and does not exonerate the user of any responsibility regarding the acquiring of a visa. The Business including its employees, will not be held responsible or liable for any costs or damages or consequential damage or losses incurred due to
  - The delay of documents,
  - Non-issuance, rejection or denial of any visa application whatsoever,
  - Loss of passport and related documents.

- In the case where applications are checked and/or submitted on behalf of the applicant, the Business is not obligated to accept any late applications or documents if the due date for documents to be submitted are missed by the applicant. The responsibility to submit the documents/application as well as extra costs incurred with the relevant authorities will then fall on the applicant solely.
- The Business cannot guarantee the issuance of any visa. The decision to grant a visa lies solely with the Embassy or High Commission of the relevant country involved.
- All visa fees (including visa service fees) are subject to change without prior notice and is determined by the Embassy, High Commission and/or third-party visa centre concerned.
- Requirements and processes are determined by the Embassy or High Commission concerned and not by the Business. The Embassy or High commission reserves the right to amend the requirements or processes without prior notice.

**ADDENDUM SIGNATURE:**