

TRAVEL STANDARD CONDITIONS OF BUSINESS



1. Preamble

1. River North Trading 61 (Pty) Ltd, Registration Number 2007/034933/07 ("XL Bay Travel") carries on business under the regulations of the Association of South African Travel Agents (ASATA) and provides clients ("YOU/YOUR") with travel and/or other services on behalf of principals and/or other agents engaged in, or associated with, the Travel Industry, including, inter alia, airlines, tour operators, hotels, shipping companies, car hire and other providers of air, land, sea or any other travel arrangements, products or services. XL Bay Travel will provide, on request, the identity, terms and conditions of all our principals and other parties for whom we act directly as agent relevant to the service being provided for YOUR booking.

2. Liability

1. XL Bay Travel represents airlines, tour operators, service suppliers and other travel organizations as agent only, and accordingly on receipt by XL Bay Travel of any bookings pursuant to a brochure or tailored quote. XL Bay Travel shall transmit any such booking to the supplier concerned and endeavour to secure timeously all reservations and arrangements.
2. All vouchers, receipts and tickets are issued subject to the terms and conditions specified by the suppliers and, by accepting the vouchers and tickets and/or utilising the services any person participating in any of XL Bay Travel's tours or packages become contractually bound to the supplier thereof.
3. Neither XL Bay Travel nor any holding, parent, subsidiary, affiliated or associated company or representative shall be liable for any loss, injury of, or damage to your person and/or belongings whatsoever and YOU indemnify XL Bay Travel accordingly. XL Bay Travel furthermore do not accept liability for any actions, errors or omissions on the part of any principal or third party and/or their agents, which may be prejudicial to YOU or result in loss in any way or form whatsoever.
4. Those parties for whom XL Bay Travel act as agents may be acquitted from responsibility in that they act as agent themselves or have contracted out of liability, as may the ultimate principals such as hotels, car hire and coach operators, and it is therefore recommended that appropriate insurance be taken out for all travellers.

3. Bookings, Change of Arrangements, Routes and Prices

1. "The booking" or "the reservation" refer to part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of YOU with principals and parties for whom XL Bay Travel acts as agent, and excludes services of a peripheral nature as described or similar to those described in Clause 6.
2. Any booking made by XL Bay Travel constitutes a contract between you and the parties referred to in the above

clause and is consequently subject to the terms and conditions of XL Bay Travel and such other parties' conditions of agreement or business.

3. Wherever possible, XL Bay Travel will endeavour to confirm the status of any booking in writing, but may not always be able to do so. In such cases, failure to provide written confirmation shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of XL Bay Travel.

4. In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of XL Bay Travel, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for YOUR account.

5. In the event that any service provider/principal is unable to provide the service confirmed to YOU, XL Bay Travel policy is always to endeavour to offer you alternative arrangements of similar classification, wherever possible, in the same area.

6. Whilst every effort is made to adhere to published itineraries, XL Bay Travel reserve the right to make changes as are deemed necessary. In some cases, conditions such as the weather may necessitate an alteration to the tour itinerary and this does not constitute any ground for a refund.

7. Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee of a deposit to XL Bay Travel - part or all hereof may be non-refundable. Payment of the deposit constitutes part of the booking conditions and XL Bay Travel reserves the right to cancel any booking without prejudice, in the event of a deposit or part thereof not being received.

8. The booking price quoted to YOU is based on fares, hotel prices, land costs and other relevant costs ruling at the date of XL Bay Travel's proposal. In the event of there being any increase in any of the afore going costs prior to the start date of any booking, such variation shall be for YOUR account on request by XL Bay Travel, as shall any increase in the booking price arising from the fluctuation in rates of exchange between the date on which the booking was quoted and the start date of any booking.

4. Payment and additional charges

1. Final payment for any booking must be made at least six weeks prior to departure, unless specific arrangements have been made with XL Bay Travel and such arrangement has been confirmed in writing by XL Bay Travel.
2. Final payment is based upon the quoted and confirmed price, less any deposit paid, plus any additional charges that may have been incurred.
3. Aside from passport, visa and other peripheral service fees

(additional fees), XL Bay Travel reserves the right to claim the late booking charges, communications, consultation, administration and amendment fees where applicable.

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

5. For the business traveller who has a corporate account with XL Bay Travel, the terms of credit are strictly payable on presentation of statement dealing with such account.

6. Any invoice and/or statement received by you shall be payable in full and no deduction or alteration may be made by you should all or any part of the services booked by XL Bay Travel be unused for any reason.

7. XL Bay Travel complies with the Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS), and PIN Transaction Security (PTS) Requirements (Credit Card Numbers and Security Code best practices) as laid down by the PCI Security Standards Council.

5. Insurance

1. Assistance to obtain travel insurance in terms of Section 22 of the Tourism Act, 1993, is available on request.
2. It shall not be obligatory upon XL Bay Travel to effect insurance for YOU except upon detailed instructions given in writing by YOU and all insurance effected by XL Bay Travel 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 XL Bay Travel shall not be obliged to obtain separate cover for any risks so excluded. XL Bay Travel shall not be under any obligation to effect a separate insurance for each customer, but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, YOU will have recourse against the insurers only and XL Bay Travel will not be under any responsibility or liability whatsoever in relation thereto, notwithstanding that the premium of the policy may not be at the same rate as that charged by XL Bay Travel or paid to XL Bay Travel by you.

3. XL Bay Travel will not be responsible if you fail to take adequate insurance cover.

4. Queries must be addressed to the principal insurer, as XL Bay Travel shall not in any way be held responsible for any and/or all information advanced by its staff in this regard.

6. Peripheral Requirements

1. XL Bay Travel will endeavour to assist you in obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve and other bank approvals, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with principals and other parties for whom XL Bay Travel act

as agent and referred to as "the booking" or "the reservation", but due to the constant changing nature of such peripheral requirements and services, XL Bay Travel cannot be held liable for ensuring that these requirements and services are provided correctly or timeously or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services.

7. Cancellation

1. XL Bay Travel will undertake to endeavour to provide the services required by YOU, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of YOU, XL Bay Travel reserves the right to claim the services, administration, communication and cancellation charges which will inter alia depend on the debits XL Bay Travel receives from its suppliers.
2. Failure to effect cancellation in terms of the requirements appropriate to the situation will result in the total booking cost being payable.
3. XL Bay Travel reserves the right to discontinue and summarily cancel any agreement in respect of which payment have fallen in arrears, and in the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand.

8. Interpretation, Law Applicable and Jurisdiction

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.
2. This agreement is governed by South African Law.
3. The Parties hereby consent to the jurisdiction of the appropriate Magistrate's Court in regard to any action and/or proceedings based on/or arising from these Standard Conditions of Business.
4. This document reflects the only and full agreement between YOU and XL Bay Travel and any variation and/or extension thereof shall not be valid unless agreed to both by the Parties in writing.
5. In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by XL Bay Travel, this document will always have preference.
6. YOUR domicilium citandi and excutandi for the purposes of any legal proceedings arising between XL Bay Travel and YOU will be YOUR address as stated in the (Provisional) Booking Confirmation.