

MORVEST TRAVEL STANDARD CONDITIONS OF BUSINESS

1. PREAMBLE:

- 1.1 Morvest Travel (Pty) Ltd, Registration number 2002/002386/07 (hereinafter referred to as "Morvest Travel") carries on business under the regulations of the Association of South African Travel Agents ("ASATA") and provides clients (YOU) with travel and/or other services on behalf of third party suppliers, principals and/or other agents engaged in, or associated with the Travel Industry, including *inter alia*, airlines, tour operators, hotels, shipping companies, car rental and other providers of air, land, sea or any other travel arrangements, products or services. (Hereinafter referred to as "suppliers").
- 1.2 Morvest Travel will provide, on request, the identity, terms and conditions of all our suppliers for whom we act directly as agent relevant to the service being provided for YOUR booking.

2. LIABILITY:

- 2.1 Morvest Travel represents suppliers as agents only and accordingly on receipt by Morvest Travel of any bookings in a brochure or tailored quote Morvest Travel shall transmit any such booking to the supplier concerned and endeavour to secure timeously all reservations and arrangements.
- 2.2 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 Morvest Travel's tours or packages become contractually bound to the supplier thereof. Each supplier will have its own terms and conditions relating to the products purchased and the terms and conditions of the suppliers can be obtained from the supplier on request.
- 2.3 Morvest Travel, its officers, directors, servants or agents, its holding, parent, subsidiary, affiliated or associated company or representative shall under no circumstances be liable for any claim for any loss, damage or injury suffered by any person whether to their person or property, howsoever caused whether or not arising from any act, omission, default or negligence on the part of the principal or third party supplier and/or its agent/s and you indemnify Morvest Travel accordingly.
- 2.4 Morvest Travel does not and cannot guarantee the safety standards or satisfactory performance of any supplier and, whilst they are in all cases selected with the utmost care, Morvest Travel does not accept liability for any actions, errors or omissions on the part of any supplier and/or their agents, which may be prejudicial to you or result in loss in any way or form whatsoever.
- 2.5 Those parties for whom Morvest Travel acts 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:

- 3.1 *Bookings are confirmed on condition that full payment is received on demand. Morvest Travel will, once the booking is confirmed, inform/advise you of the payment which is required for your particular arrangements and the terms thereof.*
- 3.2 *Failure to make payment in accordance with Morvest Travel's advisory as aforesaid will result in the automatic cancellation of your booking.*
- 3.3 "The booking" or "the reservation" refer to part, or all of the travel arrangements for transportation, accommodation, sightseeing and other travel services made on behalf of a client with suppliers and parties for whom Morvest Travel acts as agent, and excludes services of a peripheral nature as described or similar to those described in Clause 8 hereof.
- 3.4 Any booking made by Morvest Travel constitutes a contract between you and the party referred to in the above clause and is consequently subject to the terms and conditions of Morvest Travel and such other parties' conditions of agreement of business.
- 3.5 Wherever possible, Morvest Travel will endeavour to confirm the status of any booking in writing, but we 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 Morvest Travel.
- 3.6 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 Morvest Travel, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for your account.
- 3.7 In the event that any supplier is unable to provide the service confirmed to you, Morvest Travel policy will always endeavour to offer you alternative arrangements of similar classification, wherever possible in the same area.
- 3.8 Whilst every effort is made to keep to published itineraries, Morvest Travel reserves 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.
- 3.9 The booking price quoted to you is based on fares, hotel prices, land costs and other relevant costs ruling at the date of Morvest Travel's proposal. It is impossible to predict currency or other movements in advance. In the event of there being any increase in any of the foregoing costs prior to the *confirmation and payment of any booking*, such variation shall be for your account on request by Morvest 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 *confirmation date* of any booking.

4. PAYMENT AND ADDITIONAL CHARGES:

- 4.1 Final payment for any booking must *be made in accordance with Clause 9.1 hereof* unless specific arrangements have been made with Morvest Travel and such arrangement is confirmed in writing by Morvest Travel.
- 4.2 *Complete issued documentation can only be released upon receipt of full and final payment, receipt of the signed "Conditions of Business" and all the documents in relation thereto and as required by Morvest Travel.*
- 4.3 *Final payment is based upon on the quoted and confirmed price plus any additional charges that may have been incurred.*
- 4.4 Aside from passport, visa and other peripheral service fees (additional fees), Morvest Travel reserves the right to claim the late booking charges, communications, consultation, administration and amendment fees where applicable.
- 4.5 Interest at 2% above the current prime bank overdraft rate will automatically be applied to all overdue amounts.
- 4.6 For the business traveller who has a corporate account with Morvest Travel, the terms of credit are strictly payable on presentation of statement dealing with such account.
- 4.7 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 Morvest Travel be unused for any reason.

5. METHODS OF PAYMENT:

5.1 CREDIT CARDS:

- 5.1.1 *In accordance with the International Airline Travel Association (IATA) Resolution 890 Morvest Travel shall accept credit card payments only if the requirements stipulated by the aforesaid resolution are met.*
- 5.1.2 *Morvest Travel shall ensure that the type of card being processed during the sale is accepted for payment by the Member/Airline whose Traffic Document is being issued. If necessary, Morvest Travel may wish to seek clarification by contacting the Member/Airline concerned directly.*
- 5.1.3 *Morvest Travel requires a signed and validated CREDIT CARD PAYMENT AUTHORISATION form. The agent acknowledges that s/he has seen the card and that the signature on the card is the same as that on the said form.*
- 5.1.4 *If the card is a foreign credit card, then you may be requested to supply additional information and details.*

5.2 BANK CHEQUES:

- 5.2.1 *Morvest Travel only accepts bank issued cheques.*

5.2.2. *Kindly take note that we require 7 (SEVEN) working days to clear all cheques before documents can be issued.*

5.3 **CASH OR EFT TRANSFERS:**

5.3.1 *Morvest Travel accepts EFT transfers or cash deposited into its bank account subject to the receipt of the EFT transmission report (Proof of payment) or the cash deposit slip AND subject to confirmation by our accountants that the amount has been received by Morvest Travel.*

6. TRAVEL DOCUMENTS:

6.1 *It is of utmost importance that you check all the details of your travel documents before leaving South Africa.*

6.2 *If there are any inaccuracies on any of your travel documents or should you have any further queries, you should contact Morvest Travel immediately.*

6.3 *Morvest Travel shall not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof.*

7. TRAVEL INSURANCE:

7.1 *Travel insurance is strongly recommended for all overseas travel, taking into consideration the extremely high cancellation and/or date change penalties of the majority of airlines and tour operators.*

7.2 Assistance to obtain travel insurance in terms of Section 22 of the Tourism Act, 1993, is available on request.

7.3 *Morvest Travel is under no obligation to effect insurance for you or on your behalf, unless you submit a detailed instruction in writing, wherein it is stated exactly which insurance you require, directly to Morvest Travel.*

7.4 *All insurance affected by Morvest Travel pursuant to such instruction will be subject to such exceptions and conditions as may be imposed or prescribed by the insurance company or underwriters accepting the risk. In this regard, Morvest Travel shall not be obliged to obtain separate cover for any risks so excluded.*

7.5 Morvest Travel shall not be under any obligation to affect 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 Morvest 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 Morvest Travel or paid to Morvest Travel by you.

7.6 *Morvest Travel will not be responsible or liable in any way for your failure to take out adequate insurance cover.*

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

8. PERIPHERAL REQUIREMENTS:

8.1 *Morvest 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 third parties for whom Morvest Travel acts as agents and referred to as "the booking" or "the reservation".*

8.2 *In this regard and due to the constant changing nature of such peripheral requirements and services, Morvest Travel cannot be held liable for ensuring that these requirements and services are provided correctly or timeously or at all, nor will Morvest Travel be held liable for the accuracy of any information or any lack of information relating to such requirements and/or services.*

9. PASSPORTS, VISAS, VACCINATIONS & INOCULATIONS:

9.1 *It is your responsibility to ensure that you and all of those travelling with you have a valid passport and any necessary visas.*

9.2 *It is furthermore your responsibility to ensure that you and all of those travelling with you have obtained any necessary inoculations to gain entry into any country you are visiting and to re-enter South Africa.*

9.3 *Passport and visa regulations and health requirements can change at any time. We therefore recommend that you check passport/visa requirements with the Embassy or Consulate of the country you intend to visit and that you consult your General Practitioner, Travel Doctor or Department of Health regarding health requirements.*

9.4 *Morvest Travel accepts no liability whatsoever should you or any member of your party travel without the correct passport, visas or necessary vaccinations.*

9.5 *As a guideline, passports should be valid for 6 (SIX) months after your scheduled return to South Africa.*

10. FLIGHT AND OTHER TRAVEL TIMINGS:

10.1 *Flight timings are provided by airlines and are subject to Air Traffic Control restrictions.*

10.2 *All means of transportation are subject to weather conditions, the need for constant maintenance and the ability of passengers to check-in on time.*

10.3 *There is no guarantee that flights, ferries, ships, trains or coaches will depart at the times stated on any itinerary or tickets which you receive.*

- 10.4 *All timings provided are estimates only and Morvest Travel does not accept any liability for any delay, however arising, or for any schedule alterations.*

11. FLIGHT RECONFIRMATION:

- 11.1 *It is your responsibility to ensure that you reconfirm the departure dates and times of all your flights at least 72 hours prior to departure.*

- 11.2 *This is particularly important in respect of subsequent journeys once leaving the Republic of South Africa and Morvest Travel hereby specifically excludes any liability for any delay and/or loss as a result of your failure to reconfirm any flight and/or connecting flight.*

12. CANCELLATION AND/OR AMENDMENTS:

- 12.1 Morvest Travel will undertake to endeavour to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, Morvest Travel reserves the right to claim the services, administration, communication and cancellation charges which will *inter alia* depend on the debits Morvest Travel receives from its suppliers.

- 12.2 Failure to cancel will result in the total booking cost being payable.

- 12.3 Morvest 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.

- 12.4 *If you wish to make an amendment to your booking Morvest Travel will endeavour to assist you to affect the change wherever it is possible.*

- 12.5 *You will be liable for all charges for the amendment, of whatever nature, imposed by the third party supplier/s. Fares will be re-quoted at the time of the amendment.*

- 12.6 *After departure it is understood that additional expenses incurred as a result of any change to your booking will be for your account and any unused services will not be refunded.*

- 12.7 *Amendments and cancellations en route must be made with our suppliers directly.*

13. FORCE MAJEURE:

- 13.1 *Except where otherwise expressly stated in this document, Morvest Travel regrets that it cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected or you otherwise suffer any damage or loss as a result of "force majeure".*

- 13.2 *In this document "force majeure" means any event, which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot,*

civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and any similar event outside our control.

14. LEGAL PROVISIONS:

- 14.1 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*.
- 14.2 *This document, together with Morvest Travel's standard documentation issued in relation hereto, constitutes the sole record of the agreement between the parties.*
- 14.3 *No party shall be bound by any representation, warranty and/or promise not recorded herein.*
- 14.4 *No addition, variation and/or extension of this document shall be of any force or effect unless reduced to writing and signed by both parties.*
- 14.5 *No indulgence, which Morvest Travel may grant to its client, shall constitute a waiver of any of its rights contained herein.*
- 14.6 *All costs and disbursements, including legal costs on attorney and client scale incurred by Morvest Travel in recovering any damages and payments payable by the client to Morvest Travel shall be for the client's account.*
- 14.7 *This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.*
- 14.8 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.
- 14.9 *The parties hereby respectively choose their domicilium citandi et executandi for all notices and processes to be given and served in pursuance of this agreement at their respective addresses as provided below:*

MORVEST TRAVEL

188 14th Road

Noordwyk

Midrand

Tel: 011 2311537/ 1536/ 1534

Fax: 0862194473

Email: pferreira@morvest.co.za

CLIENT: _____

14.10 In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by Morvest Travel, this document will always have preference.

15. ASATA AND IATA:

Morvest Travel is a registered member of the Association of South African Travel Agents (ASATA) and the International Air Transport Association (IATA).

I, the undersigned, hereby confirm that I have read and understood this document and by my signature warrant my authority to sign this document and my agreement with the content hereof.

CLIENT

FULL NAMES: _____

WITNESSES:

1. _____

2. _____

MORVEST TRAVEL