

BI Property Rentals & Investments
TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 In this document the following words shall have the following meanings:
- 1.2 **"Agreement"** - means these terms and conditions together with the Booking Form;
- 1.3 **"Booking Costs"** - means the amount due to the Travel Agent by the Client as set out in the relevant Booking Form;
- 1.4 **"Booking Form"** - means the written form setting out, the travel products, services, and Booking Costs, which once signed shall form part of these terms and conditions;
- 1.5 **"Day (s)"** - means calendar day(s) ;
- 1.6 **"Client"** - means the person / s named on the Booking Form
- 1.7 **"Departure Date"** - means the date as indicated on the relevant Booking Form;
- 1.8 **"Deposit"** - means 50% of the Booking Cost;
- 1.9 **"Parties"** - means collectively the Travel Agent and the Client, or either of them as the context may indicate;
- 1.10 **"Signature Date"** - means the date of signature of the Booking Form.
- 1.11 **"Travel Agent"** - means BI Property Rentals and Investments t/a Cape Town Tours

2. INTRODUCTION

The Travel Agent provides travel related products and services to Clients as an agent on behalf of suppliers such as airlines, car rentals, cruise lines, hotels, railways, sightseeing tours and package holidays that combine several products (the "Services").

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3. BOOKING PROCEDURE

- 3.1 Upon receipt of a request for a booking by the Client, the Travel Agent will issue a Booking Form to the Client which when completed and signed shall be returned together with payment of the Deposit to the Travel Agent.
- 3.2 Upon receipt of the signed Booking Form together with the required Deposit, the booking will be confirmed.
- 3.3 Bookings will automatically be cancelled if the Travel Agent has not received the signed Booking Form, together with the required Deposit, within 14 Business Days from the date the Booking Form was sent to the Client.

4. AMENDMENTS TO BOOKING

In the event of the Client wishing to amend its booking in any way, the Travel Agent may elect, in its sole discretion and without obligation, to do so, in which event it shall be entitled to charge an amendment fee of 3%, three percent of the Booking Fee, which shall be payable by the Client in accordance with these terms and conditions.

5. SPECIAL REQUESTS

The Client shall advise the Travel Agent in writing on the Booking Form of any special requests, needs or facilities required by him due to medical needs, requirements relating to disabilities, special dietary requirements and refrigeration for the storage of insulin and other medically prescribed drugs, and any other requirements incidental thereto. The costs of complying with such special requests, needs or facilities shall be borne by the Client and payable on demand.

6. PAYMENT TERMS

- 6.1 The Client shall make payment to the Travel Agent as follows:
- 6.1.1 50% of the Booking Costs on the Signature Date, in order to confirm the booking; and,

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- 6.1.2 The balance of the Booking Costs within 30 Days of the Departure Date.
- 6.2 However where the Client makes a booking within 30 Days of the Departure Date, full payment of the Booking Costs must be made immediately.
- 6.3 The Travel Agent reserves the right to amend and increase the Booking Costs, even after acceptance by the Client, in the event of any adverse currency fluctuations, increases in government or statutory levies, and any increases levied by the suppliers.
- 6.4 Any revision in the Booking Costs will be commensurate with the change in the currency exchange rates or the increase in the amounts payable.
- 6.5 All payments to be made by a Client to the Travel Agent shall be free of exchange, deduction or set-off or whatsoever nature. Payments shall be made by the Client to the Travel Agent by way of:
- 6.5.1 cash;
 - 6.5.2 direct transfer;
 - 6.5.3 forex transfer; or
 - 6.5.4 by credit card.
- 6.6 The Client shall provide the Travel Agent, upon making any payment, with written proof thereof in the form of a deposit slip, remittance advice or credit card authorization form. The relevant reference number for the booking shall at all times be reflected on the proof of payment.

7. COSTS NOT INCLUDED IN THE FEES

- 7.1 Certain items are not included in the Booking Costs. These costs are the responsibility of the Client including, but without limiting the generality of the foregoing, the costs of insurances as referred to in clause 13 below, insurance cover for cancellation and curtailment, repatriation costs, medical expenses,

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emergency evacuation, gratuities and beverages, optional meals and any optional excursion not reflected on the Booking Form.

7.2 Furthermore, all costs with regard to any complying with any special requirements, as outlined in clause 5 above, shall be borne by the Client.

8. CANCELLATIONS AND REFUNDS

8.1 Cancellations of confirmed bookings for whatever reason may only take place according to the procedure outlined in this clause. All requests for cancellations shall be made by the Client in writing to the Travel Agent and shall only be effective on the date of actual receipt by the Travel Agent.

8.2 The following cancellation fees shall be applicable where the Client cancels the booking prior to the Departure Date:

8.2.1 54 – 49 Days notice prior to departure: 75% of the Deposit shall be refunded;

8.2.2 48 – 31 Days notice prior to departure: 50% of the Deposit shall be refunded;

8.2.3 30 Days or less notice prior to departure: no refunds will be made.

8.3 No refunds shall be made to Clients who make bookings less than 30 Days prior to departure nor shall refunds be given to Clients who arrive early, late or who do not show for a booking. Clients are therefore strongly recommended to obtain their own comprehensive travel insurance to cover such contingencies.

8.4 The Travel Agent reserves the right to refuse any request for a booking and shall not be required to offer any reason or explanation. In case of refusal the Travel Agent shall reimburse all Booking Cost already paid despite the provisions of this clause 8.

9. RIGHT OF RETENTION

Until such time as the Travel Agent has received payment in full for the booking

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as set out in the Booking Form, all documentation, including without limited the generality thereof, airline tickets, vouchers for accommodation, excursions, meals and transportation (the "Documents") will not be issued or handed over to the client. The provisions of this clause shall entitle the Travel Agent so as to give it a right of retention or lien in respect of the Documents.

10. BREACH

Should either Party breach any provision of this Agreement and fail to remedy such breach within 7 (seven) days after receiving written notice requiring such remedy, then (irrespective of the materiality of such breach or provision) the other Party shall be entitled, without prejudice to its other rights in law, including any right to claim damages, to cancel this Agreement or to claim immediate specific performance of all of the defaulting Parties' obligations, whether or not then due for performance.

11. DOMICILIUM

11.1 The Parties choose the addresses as set out on the relevant Booking Form as their respective *domicilium citandi et executandi*:

11.2 Either of the Parties may change its *domicilium citandi et executandi* to another address within the same country, by way of a notice to the other party to this Agreement, provided that such a notice is received by the addressee, at least 7 (seven) calendar days prior to such a change taking effect.

12. ALTERATIONS TO ITINERARIES

12.1 The Travel Agent has the right at any time, and in its sole discretion, to amend or cancel any of the travel related products and / or services or the remainder thereof, or to make any alteration in route, accommodation, transportation arrangements in the event of the Services or any part thereof rendered impossible, illegal or inadvisable due to force majeure , the definition of which including war, strike, civil strife, riot, industrial dispute, natural or nuclear disaster, fire, adverse weather conditions, governmental interference or any other external circumstances beyond the Travel Agent's control.

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12.2 Any extra costs and expenses occasioned as a result of an alteration to or cancellation of itineraries as provided for in clause 12.1 above shall be payable by the Client on demand by the Travel Agent.

13. INSURANCE

13.1 The Client shall be responsible for arranging and effecting adequate insurance cover to ensure that he carries comprehensive travel and medical insurance cover in order to cover himself, his dependants and / or travelling companions for the duration of the booking for which he has reserved. This insurance cover should include cover in respect of, but not limited to, as a minimum, the following eventualities: any expenses associated with cancellation or curtailment of a booking reservation; emergency evacuation and medical expenses; personal injury, repatriation expenses; damage / theft / loss of personal baggage, money and goods.

13.2 Under no circumstances shall the Travel Agent, its representatives, employees or members be responsible for any costs, losses incurred or suffered by the Client, his dependants or travelling companions with regard to, but not limited to, the above eventualities. Clients will be charged direct for any emergency evacuation, repatriation and medical expenses by the relevant service providers and shall be obliged to settle such charges payable to the relevant service providers concerned.

14. VACCINATIONS AND HEALTH

14.1 It is the Client's responsibility to be aware of malaria, yellow fever and other potential diseases when travelling to Africa. The Client must take all necessary vaccinations and precautions, as are required in the prevention of these diseases, which are endemic to certain regions of Africa. The Client shall therefore prior to embarking for the services for which he is booked attend at his medical practitioner or a travel clinic to obtain the necessary vaccinations, medication and advice. The Travel Agent does not accept any responsibility whatsoever for any Client being refused entry to any country due to incorrect or incomplete health documentation or vaccinations.

14.2 Clients should be medically fit, in good health and able to embark upon a trip. If

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the Client has any pre-existing medical condition or illness, they must declare the true nature of such condition at the time of booking and make arrangements for the provision of any drugs or other cause of treatment, which may be required during their trip.

15. PASSPORTS, VISAS AND MEDICAL REQUIREMENTS

15.1 The Client shall ensure that prior to embarking on the travels his passport and visas, and those of his dependants and travelling companions are valid for the countries to be visited. Such responsibility shall also extend to vaccinations and other medical certificates, and all other travel documents, including traveller's cheques where applicable.

15.2 The Travel Agent does not accept any responsibility for changes in medical requirements or regulations for visas or any particular visa requirements. Should the Client be refused entry to any country, due to incorrect or incomplete documentation or failure to comply with that country's medical requirements, The Travel Agent shall not be liable for any costs of whatsoever nature occasioned thereby.

16. AIR TRAVEL

16.1 The Travel Agent cannot be held responsible should airlines discontinue flights on certain routings or change scheduled timetables resulting in missed connections. Should an amendment in routing or itinerary be necessary, any additional costs incurred will be borne by the client and shall be payable to the Travel Agent on demand.

16.2 Due to recent international events, many airlines / airports have extended the check in times of both domestic and international flights. The Travel Agent cannot be held responsible for any delays or circumstances that may result in a client missing their flight or subsequent transfers. Throughout the entire booking process, it is the responsibility of the Client to ensure that enough time has been calculated in order not to miss connecting flights and transfers.

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17. TRAVEL AGENT ACTING AS AGENT

The Travel Agent acts as agent only for and on behalf of the suppliers of the Services, and as such bookings made for their services will form a direct agreement between the Client and the relevant supplier, and will be subject to that supplier's terms and conditions.

18. LIMITATION OF LIABILITY AND INDEMNITY

18.1 The bookings are made on the express condition that the Travel Agent, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, death, delay or inconvenience to any Client, their luggage, or other property, wherever, whenever and however the same may occur.

18.2 The Client indemnifies and holds harmless the Travel Agent, its employees and agents accordingly. The Travel Agent, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever.

19. APPLICABLE LAW

This Agreement shall be interpreted and governed in all respects by the laws of the Republic of South Africa. The Parties furthermore consent, to the jurisdiction of the Magistrates Courts in terms of section 29 of the Magistrates Courts Act No: 32 of 1944 as amended despite that the amount at issue may exceed the limits of such jurisdiction.

20. GENERAL

20.1 This Agreement constitutes the sole record of the agreement between the Parties in regard to the subject matter thereof.

20.2 Neither Party shall be bound by any representation, express or implied term, warranty, promise or the like not recorded herein or reduced to writing and signed by the Parties or their representatives.

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- 20.3 No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties,
- 20.4 No indulgence which either Party may grant to the other shall constitute a waiver of any of the rights of the grantor, unless reduced to writing and signed by both Parties.
- 20.5 Where any contradiction appears between the provisions of this Agreement and the Booking Form, the provisions of this Agreement shall prevail.
- 20.6 The Client hereby warrants that it has the capacity to and is authorised to conclude this Agreement, and that upon signature this Agreement will, continue to, bind it in all respects.
- 20.7 In the event that any of the provisions of this Agreement are found to be invalid, unlawful, or unenforceable such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.