



BOOKING TERMS AND CONDITIONS OF CONTRACT

TSWALU KALAHARI RESERVE (PTY) LTD

[AS REGISTERED @ CIPC # 1968/01382/07]

INTRODUCTION TO TSWALU – We, **TSWALU KALAHARI RESERVE** (Pty) Ltd (*‘the Company’*), provide three types of booking channels and two types of service: the former can be directly to us via a phone call, e-mail or our website; Nightsbridge or a tour operator and the service can comprise a predetermined or a tailor-made package

COVID – It is common knowledge that travel in particular has been affected by major challenges arising from the Covid 19/Corona Virus (‘Cpvid’) which has been declared a pandemic by the World Health Organization (‘WHO’). Covid can be transmitted from person to person inter alia by contact and respiratory means and that it is essential to follow guidelines and precautionary measures issued by the WHO and various governments. Each country has its own entry and exit requirements and it is the sole and exclusive duty of each traveller to familiarise themselves with such prescribed guidelines and precautionary measures AND entry and exit requirements of each country they intend visiting and/or which is reflected in their final itinerary. The Company is not liable for any consequence of non-compliance with this clause and/or the impact of Covid on your booking (See the *‘Responsibility’* clause below)

APPLICATION - All enquiries, advice, quotations or estimates addressed to, provided by or bookings made and/or all services rendered by or on behalf **the Company** are subject to these terms and conditions (*‘the Conditions’*) and the terms and conditions of various third party providers of services and/or goods (i.e. airlines, tour operators, hotels, cruise companies etc.) you engage via an on-line booking or who the Company requests on your behalf to render services or provide goods to you (see re such suppliers below: *‘Third Party Supplier’*).

THE CLIENT AND AUTHORITY- The person making such enquiries, seeking such advice, requesting such quotations or estimates or making such booking or to whom any service is rendered or goods supplied, is deemed to have read, had explained (where applicable), understand and accepted the Conditions and to have the authority to do so on behalf of the person, persons or group or entity in whose name or on whose behalf the enquiry is made or advice sought or estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered and/or the goods supplied (collectively referred to as *‘the Client(s)’*).

THIRD PARTY SUPPLIERS - The Clients are provided with travel and/or other services and/or goods either by the Company itself or by Third Party Supplier who it engages as agent for the Client - they include airlines vehicle rental, providers of accommodation, food and beverage and excursions. The contract in use by the Third Party Suppliers (which is often constituted by the ticket issued by the them), shall constitute the sole contract between the Third Party Supplier and the Client and any right of recourse the Client may have, will be solely against such Third Party Supplier. The Company will provide the identity and terms and conditions of (or access thereto) all the Third Party Suppliers relevant to the service and/or goods being provided for the Client’s booking and it’s the Client’s responsibility to familiarise itself with such terms and conditions (*‘the Third Party Supplier’s Conditions’*). Whilst the Company vets and selects the Third Party Suppliers with the utmost care and circumspection, the Company accepts no liability for any loss, damage, illness, harm, injury or death which any Client may suffer or claim of whatever nature it may have as a result of any act or omission on the part of or the failure of the Third Party Supplier to fulfill any of its obligations, whether in relation to travel arrangements, accommodation or otherwise unless, in the case of injury or death, it is due to the negligent act or omission of the Company.

With regards to hotel bookings please note that hotels and other accommodation properties (Collectively referred to as *‘hotels’*) may undergo renovations from time to time. Hotels generally take all possible steps to limit disruption and inconvenience to their guests when renovations are taking place. The Company will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If the Company is specifically advised of renovation work in advance by the hotel, this information will be passed on to the Client but it is important to

understand that this is subject to change and that the Company may not always be notified.



AIR TICKETS – These tickets are linked to contracts (*'Air T&C'*) which are very complex and can entail very strict requirements regarding change, airport and departure taxes and cancellation and baggage provisions and the Client **MUST** read ALL the applicable conditions **BEFORE** you pay for the ticket. The Client should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, the Client is not allowed to use such tickets/coupons out of sequence or to *'skip'* one (& e.g. opt for train, bus or car transport) as this will VOID the entire balance of the journey/itinerary. *'No-shows'* may result in the ticket being voided and/or the Client being charged a cancellation fee. Note that the Air T&C constitute the sole contract between the airline and the Client and any right of recourse the Client may have, will be solely against the airline in terms of the Air T&C. The Client's rights of recourse as a consequence of over-booking are determined by the Consumer Protection Act, Act # 68/2008 (*'the CPA'*). Loyalty programs are governed by strict rules of which the Client must be aware and retention of boarding passes and other documentation pertaining to such programs is the sole responsibility of the Client.

FIREBLADE AVIATION FLIGHTS TO AND FROM TSWALU – Johannesburg & Cape Town Routes – maps available on request

- NB! Please note that luggage is restricted to a total of 20kg / 44 pounds (including hand and cargo luggage) in soft-sided bags on Tswalu scheduled flights.
- Extra seats may be purchased, at standard rates, should guests wish to travel with excess luggage (will allow for 50kg / 110 pounds in soft sided bag per seat).
- Complimentary luggage storage facilities available at the hangars
- Clients making their own way to the Fireblade / ExecuJet Hanger may leave their vehicles parked there at no charge. Secure, covered parking is available.
- Transfers from the Johannesburg / Cape Town International Airport Terminal Buildings or the Airport Hotels, to and from the Hangars, can be arranged at no extra charge.
- Check-in time for flights is 1 hour prior to departure to Tswalu.

***** CANCELLED OR DELAYED FLIGHTS *****

Note: In the event of any flight delays or cancellations, Tswalu is in no way responsible for any loss whatsoever, sustained by the Client/the guest. Please ensure adequate travel insurance is taken out to cover all such eventualities

NOTE: Flight bookings are included in the definition of 'booking', for the purposes of this agreement and Tswalu's cancellation policy.

Cancelled or delayed flights: In the event of any flight delays or cancellations (our third-party operators are governed by aviation regulatory authorities), Tswalu is in no way responsible for any loss whatsoever, sustained by you/your party. Please ensure adequate travel insurance is taken out to cover all such eventualities.

BOOKING, DEPOSIT & RESERVATION

Once the Client has filled in the travel enquiry form (whether hard copy or on the Company's website), responded to an advertisement verbally or in writing or via e-mail or the Internet or has, without reference to any of the aforesaid, asked for more details (collectively referred to as *'the Enquiry'*), about a particular destination, trip, tour or mode of travel (collectively referred to as *'the Proposed Travel Arrangements'*) the Company will prepare and provide the Client with an estimate (by hand, telefax or e-mail) (*'the Estimate'*). Upon the Client's written confirmation that the facts and information contained in the Estimate is correct and upon acceptance of the Conditions by the Client, the Company will prepare a quotation for the Proposed Travel Arrangements (*'the Quotation'*). A deposit of 20% (*'the Deposit'*) of the total estimated value of the Proposed Travel Arrangements (*'the Price'*) as specified in the Quotation is required in order to confirm reservations with the Third Party Suppliers (*'the Booking'*), subject to payment of the balance of the Price in due course as specified herein*. The purpose of the Deposit, other than payment to Third Party Suppliers, is to cover costs and disbursements incurred by the Company and its service fees and in the event of any cancellation as provided for herein, will be forfeited by the Client. The Company will not confirm any reservation if the Deposit and a signed Quotation are not received and the Company reserves the right to cancel any reservation that may have been made if the Deposit is not received at all or timeously. Once the Booking has been completed as aforesaid (i.e. Deposit paid & signed Quotation), the Client will be supplied with



the document that will contain the final detail of your Booking ('**the Booking Confirmation Form**'), which the Client must sign and return to the Company.

- If required payment is not received by the applicable date the supplier may automatically cancel the reservations.
- Once confirmed and accepted by the Client, the required payment must be received by the applicable date, failing which the Company will automatically cancel any such booking and the Client will have no right of recourse against the Company or any of the Third Party Suppliers.
- Please note that often more than one itinerary is prepared during the booking process and it is solely the Client's obligation to ensure that all the details in the final version submitted to it is correct.

PAYMENT TERMS

DEPOSIT AND PAYMENT POLICY – ACCOMMODATION AND FLIGHTS

- For any new bookings whilst restrictions on inbound tourism exist, your booking confirmation is required 14 days from making the provisional reservation.
- For all bookings a 20% deposit is required within 14 days of making a reservation (reservations must be confirmed or released within 14 days of enquiry).
- The balance of the accommodation and all transfers must be paid in advance and in full no later than 30 days prior to the guest's arrival.
- If a booking is made less than 30 days prior to arrival full payment is required.
- Please note that a reservation is not confirmed or secure until this deposit requirement has been met.
- All extra's to be settled at the lodge on departure by the guest.

Payment terms

- Confirmation of booking 20% deposit
- 30 days prior to arrival balance of payment

PAYMENT TERMS - COVID

It's an understatement to mention that the travel industry is in a crisis that will have consequences for years to come. This has affected each and every one of us, and we share the same challenges and concerns. In the safari context, the incremental conservation gains achieved over the years could be eroded unless we remain focused and committed to our long-term vision of preserving wilderness for the next generation. Every new or returning guest will continue to contribute to the sustainability of our conservation legacy.

To this end we have amended our standard terms and conditions to give our guests the opportunity to reserve their Tswalu experience without the long-term concern of losing their deposit as a result of Covid-19 travel restrictions. All advanced deposits are held in a separate account with a refund guarantee, thereby offering complete security of funds.

For any new bookings whilst restrictions on inbound tourism exist, your booking confirmation is required 14 days from making the provisional reservation. For all bookings a 20% deposit is required within 14 days of making a reservation (reservations must be confirmed or released within 14 days of enquiry).

The balance of the accommodation and all transfers must be paid in advance and in full no later than 30 days prior to the guest's arrival. Tswalu reserves the right to cancel the booking should payment not be received. If a booking is made less than 30 days prior to arrival full payment is required.

PRICE – Note that the Company reserves the right to amend the Price if an unreasonable time lapses between the date the Quotation is submitted to the Client and the date it is completed, signed and returned to the Company and the Deposit paid . Furthermore, Prices are quoted at the ruling daily exchange rate. Until the Company has received payment of the Price in full, it reserves the right to charge any fluctuations to the Client's account and the Client undertakes to pay for any such fluctuation on demand. The onus will be on the Client to check that there have been no changes in the Price prior to making full and final payment. However, once payment of the Price in full is received, the Price is guaranteed (subject to statutory increases such as VAT).



RESPONSIBILITY - All tours are booked and arrangements are made on the express condition that the Client embarks on the tour or journey entirely at their own risk, including the journey from their home(s) to the airport and back. The Company, its directors, members, partners, employees and agents (*'the Indemnified Parties'*), shall not be responsible for, and shall be exempt from all liability in respect of loss (financial or otherwise), damage, accident, injury, death, harm (as defined in the CPA), illness, trauma, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client whether on the tour or journey or not), to or loss of or damage to their luggage, or other property, wherever, whenever and however the same may occur and whether or not arising from any act, omission, default, or negligence on the part of any of the Indemnified Parties whatsoever, unless such claim is for injury or death and due to a negligent act or omission of Company. The Indemnified Parties shall further more not be liable for any consequential, economic or indirect loss or damage whatsoever, unless section 61 of the CPA applies.

INSURANCE - It is compulsory for and every Client (and all members of a group or tour party) is obliged to have comprehensive insurance cover and written, documentary proof of such cover must be submitted to the Company with signed quotation. Such cover must include amongst others cancellation due to death, 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 Company will not be responsible or liable if the Client fails to take adequate insurance cover or at all.

Please note that various credit card companies offer limited levels of travel insurance, which may not provide sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

TRAVEL DOCUMENTS - Documents (vouchers, itineraries etc) are only prepared and released on receipt of payment as per payment policy. Upon receipt of your travel documents, PLEASE CHECK that ALL the detail therein are correct BEFORE departure.

PASSPORTS, VISAS & HEALTH - It is the solely and entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time, and will be valid for six (6) months after return to his/her/their home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with a medical practitioner who is well versed with the prevailing conditions and requirements of the country(ies) you intend visiting. If the Company assists the Client in any way, such assistance will be in the Company's sole discretion and the Client acknowledges that in doing so, the Company is not assuming any obligation or liability and the Client indemnifies the Company against any consequences of such assistance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical challenges the journey may entail and the Client must accordingly be in an adequate mental and physical condition for the Proposed Travel Arrangements.

Please note that All visitors to South Africa and all Clients who are travelling from RSA to another country are required to have a minimum of three (3) blank pages in their passport excluding the front and back cover to for visa purposes – However in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. If there is insufficient space in the passport, entry will be denied and the Client is likely to be detained pending return to their country of origin. Please ensure that all passports are renewed timeously. The Client must ensure that the details supplied to the Company mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 6 (six) months after your scheduled return to South Africa. Non-South African passport holders may also be required to have re-entry documentation and it is entirely the Client's duty to ensure that such documentation is in order before departure.

Please note that a visa does not guarantee entry to any given country at point of entry and boarding of an aircraft may be denied at any point even if you have a valid visa. Furthermore caution should be taken when the countries of transit or your final destination issue visas on arrival. These must not be taken for granted and ensure that all details are obtained from the relevant embassy or consulate well in advance of your departure.



Should you travel while pregnant, please contact your doctor for a “*fit to travel*” letter, which is required by some service providers. Please advise the Company how far your pregnancy is when traveling, as some service providers have restrictions.

Abridged birth certificates for children - please consult the department of home affairs or embassy or consulate in your country about the latest requirements – broadly speaking the following is required when a minor travels with his/her parents/guardian:

- The minor must have an unabridged birth certificate
- In the case of foreign countries that do not issue unabridged birth certificates, a letter to this effect issued by the competent authority of the foreign country should be produced.
- All documents must be original or copies certified as a true copy of the original by a Commissioner of Oaths or the equivalent commissioning authority should Commissioners of Oaths not be a practice in the country concerned.
- All documents not in English should be accompanied by a sworn translation issued by the competent authority in the country concerned.

CANCELLATION - In the event of Client cancelling their reservations (which must be done by confirmed e-mail, letter of telefax), the Company shall have the right to either claim the Deposit or to retain the Deposit as per cancellation policy.

CANCELLATION POLICY

In the event of cancellation of the booking for any reason whatsoever, partially or in full, Tswalu reserves the right to claim the following cancellation fees (or such other charges, which Tswalu may deem reasonable in the circumstances, in its sole discretion):

Cancellation policy

- | | |
|--------------------------------------|----------------------------------|
| • Current - 61 days prior to arrival | No cancellation fee will apply |
| • 60 – 31 days prior to arrival | 20% cancellation fee will apply |
| • 30 – 0 days prior to arrival | 100% cancellation fee will apply |

Our Cancellation Policy is applicable regardless of whether payments have or have not been received by Tswalu. Tswalu reserves the express right to cancel this booking for whatsoever reason, in which event, it hereby agrees to refund any deposit payment already paid, in full.

UNSCHEDULED EXTENSIONS AND/OR ITINERARY VARIATIONS - While every effort is made to keep to all published itineraries, Third Party Suppliers and/or the Company reserve the right to make changes for the Client's health, safety and convenience. This may be as a result of flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the Company, its agents or principals, it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc) will be for the Client's account. This is not and must not be deemed to be a cancellation and will not entitle the Client to a refund of any nature.

BREAKAWAYS - While it is possible to break away from planned holiday itineraries, it is understood that such breakaways will be for the Client's account.

COACH & AIR CHARTER - Please note that the flying services and coach transfers are sub-contracted to independent Third Party Suppliers. They are entirely and exclusively responsible for this portion of the itinerary. The Company will not be liable for any additional flying/transfers outside of the quoted itinerary. This will be for the Client's account.

DESTINATION SELECTION The Client acknowledges that it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the Internet. It also acknowledges that certain of such brochures and/or the Internet have been compiled and are managed and up-dated by the Third Party Suppliers over which the Company has no control. Accordingly the Company cannot and does not guarantee that the itinerary and/or any



destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Third Party Supplier.

LAW, JURISDICTION, DOMICILIUM AND LEGAL FEES - South African law and the jurisdiction of South African courts will govern the relationship between the Client and the Company. The Company shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction. The parties choose their respective domicilium citandi et executandi as reflecting in the Booking Form:

Tswalu Kalahari Reserve

Farm Korannaberg 296, Van Zylsrus, 8467

Northern Cape

South Africa

The Client will be liable for all legal fees on an attorney and own client scale in the event that the Company has to take any legal steps of any nature whatsoever pertaining to the Conditions and/or arising from the Booking.

CONDUCT - The Client agrees that he/she and any members of its tour party will at all times comply with the Company's or others' requirements and instructions in regard to his/her conduct and he/she will not in any way constitute a hindrance to any Third Party Supplier, other passenger or person on the tour, mode of conveyance, at any place of accommodation, entertainment or where meals and/or drinks are served. The Client indemnifies and holds harmless the Company against damages suffered and/or costs incurred by the Company and/or any third party as a result of a breach of this clause.

SPECIAL REQUESTS - Client, who has special requests, must specify such requests to the Company in the Enquiry. Whilst the Company will use its best endeavours to accommodate such requests, it does not guarantee that it will.

AMENDMENTS - No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the Company.

REFUNDS - No refunds will be considered in any circumstances whatsoever, whether for unused services or otherwise. Refunds by the Third Party Suppliers will be exclusively and solely subject to their terms and conditions.

FOREIGN EXCHANGE REGULATION COMPLIANCE - This is the Client's exclusive duty. This will apply especially when the Client instructs the Company 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 proof that they purchased the foreign exchange they are carrying, failing which it may be confiscated.

e-TICKETING - The Client must be ready to show their identity document and possibly their credit card used to make payment 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.



FORCE MAJEURE

DEFINITION

The parties agree that one or more of the following events, circumstances or occurrences will constitute prima facie force majeure for the purposes of the Conditions, subject to the qualifying requirements:

- Acts of God and casus fortuitous: physical, natural causes which cannot be foreseen or prevented and which without limiting the generality of the aforesaid includes tornadoes, death, extraordinary high tides, tidal waves, violent winds, storms, floods, earthquakes, earth tremors, volcanic eruption, hurricanes, tornados, typhoons, cyclones, landslides, subsidence, lightning strikes, fire and other natural disasters;
- Industrial action such as strikes and lockouts, riots, protests and protest action, whether of a political nature or not;
- War, sabotage, revolution, terrorism, civil commotion, riots, insurrection, invasion, blockade or boycott;
- Epidemic, pandemic or the outbreak any other life and/or health threatening diseases, whether infectious, contagious or not, or events such as the spillage of dangerous contaminants or severe air, water, soil or substance pollution;
- Any other event that is due to an irresistible force, unavoidable and external accident;
- Breakdown of public services and amenities;
- National and/or regional border closures and international, national and/or regional or transport travel or transport bans or restrictions whether taken and/or implemented by the government of any country included in the client's travel itinerary;
- The geographic location, origin and/or epicenter of the Event is irrelevant as the only yardstick is the impact on the contractual obligations of the parties;

QUALIFYING REQUIREMENTS

The parties agree that the above prima facie force majeure events (*'the Event'*) will only qualify as such if all of the following conditions are met:

- The party invoking force majeure (*'the Force Majeure Party'* - 'FMP') must immediately advise the other party (*'the Force Majeure Recipient'* - 'FMR') in writing;
- The Event must not be due to the fault, negligence or breach of contract on the part of the FMP;
- The Event must destroy the subject matter of the contract and means of performance to such an extent that performance becomes permanently impossible and NOT simply difficult, burdensome or economically onerous to carry out;
- The FMP uses and has used due diligence and its best commercially reasonable endeavours to overcome and/or remove and/or alleviate and/or mitigate the Event;
- The FMP must mitigate its own damages;
- The FMP must take all reasonable steps to avoid non-performance;
- Any steps taken by any country's government must be as a result of the Event which results in and meets any one or more of the above Qualifying Requirements;
- The Event must not be of a temporary nature but if it is anticipated to endure for an unreasonably long period, it will be regarded as permanent

REMEDIES

- If the parties are in disagreement about the Definition or the Qualifying Requirements, the parties will apply the Dispute Resolution clause of the Conditions;
- If any one or more of the Qualifying Requirements are not met**, the FMP will have the option to agree a postponement with the FMR and the contract will be performed at the postponed date or the FMP can on its sole discretion cancel the contract and the cancellation provisions set out above will apply. The exercise of the option to cancel will be at the discretion of the FMP and regardless of the views of the FMR – the test is an objective one**.
- If the parties are in agreement that the Qualifying Requirements have been met, then parties will in the first instance use their best endeavours to agree on the postponement of performance of the contract and failing consensus in that regard, the FMR will use its best endeavours to reimburse the FMP all monies received from it



and paid to such Third Party Service Providers which it manages to recover less irrecoverable disbursements and a reasonable management, commission and service fees.

CONFIDENTIALITY & PRIVACY– Subject to statutory constraints or compliance with an order of court, the Company undertakes to deal with all Client information of a personal nature on a strictly confidential basis. Furthermore, as far as the Client's personal information and special personal information is concerned, the Company will comply with all provisions of the applicable privacy legislation such as the Protection of Personal Information Act, Act 4 of 2013 [*'POPIA'*] and, in the case of residents of the European Community (*'the EC'*), the General Data Protection Regulations of 2018 (*'the GDPR'*) as detailed in the Company's Privacy Policy which is incorporated herein by reference and which you are deemed to have read, understand and agree to be bound by.

CONFIRMATION OF TRAVEL ARRANGEMENTS All onward travel arrangements (local and international & on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 (Seventy Two) hours prior to departure.

INTERNET BOOKINGS If the Client requests or instructs the Company to do bookings via the Internet, the Client irrevocably authorises the Company to do the following on its behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payments and (3) accept booking conditions.

DRIVER'S LICENCE Even if you have obtained an international driver's licence, please take your national driver's licence with you. Some overseas car rental companies may request proof of residence such as rates and taxes account (as for FICA)

TAXES & SURCHARGES Where possible airport and airlines taxes and surcharges are reflected in all Prices. It should be noted that certain airlines invoke additional taxes and/or surcharges if any changes are made to the tickets and/or routing even if the ticket has been fully paid. Furthermore it is important that you check with the Company prior to departure from South Africa what the current airport departure tax is of all the countries you will be passing through as these taxes are usually payable in the local currency and must be provided for. With regards to accommodation, in some countries city tax and other taxes are only payable on check out.

COPYRIGHT The Conditions and any intellectual property and specifically copyright therein and any proposals, presentations, estimates, quotes and itineraries provided by the Company is and shall remain the sole and exclusive property of the Company

The Client furthermore undertakes not to circumvent the Company 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, quotes and itineraries provided by the Company with any of the Third Party Suppliers or any other service providers or venues for a period of 1 (One) year from the date of the Booking and/or the submission of any proposals, presentations, estimates, quotes and itineraries provided by the Company.

DISPUTE – RESOLUTION

Any and all dispute arising out of or in connection with the Conditions including any question regarding its existence, validity or termination and/or advice, requests, quotations, estimates, bookings made or services rendered or goods supplied, shall be dealt with as follows:

Firstly the parties will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa (*'AFSA'*), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place within a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Johannesburg within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The



tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. The judgment upon the award so rendered may be entered in the record of any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language. Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application

ENTIRE CONTRACT - The Conditions (together with all enquiries, advice, quotations or estimates addressed to, provided by or bookings made and indemnities signed and proposals, presentations and itineraries prepared by the Company and the Company's Privacy Policy) constitute collectively 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 regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated or presented on behalf of or purportedly on behalf of the Company or otherwise that is not included herein, be it verbal or in writing. The contra proferentem rule will not apply to the interpretation of the Conditions. The Company reserves the right to revise these conditions from time to time - each revision will be dated and posted on its website.