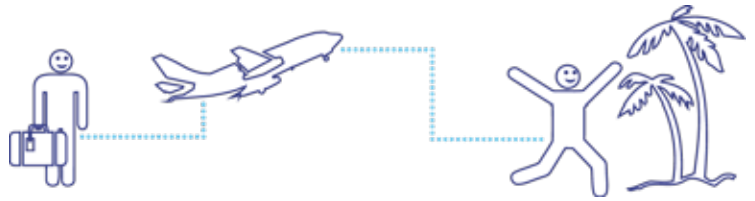




Vacation Hub International



STANDARD TERMS AND CONDITIONS OF CONTRACT

APPLICATION

All enquiries, advice, quotations or estimates provided by or bookings made and/or all services rendered by or on behalf of Vacation Hub International ('the Company') are subject to these terms and conditions ('the Conditions').

THE CLIENT AND AUTHORITY

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is **deemed to have read, understood and accepted the Conditions and to have the authority to do so** on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

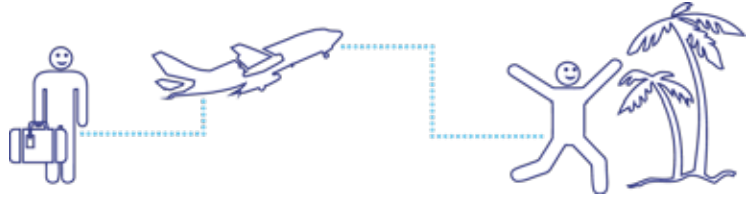
THIRD PARTY SERVICE PROVIDERS

The Company provides Clients with travel and/or other services either itself or acting as agents for **principals** engaged in or associated with the travel and tourism industry, such as airlines ('collectively referred to as 'the Principal'). The Company represents the Principals as agents only and accordingly accepts **no liability** for any loss, damage, illness, harm, injury or death which any Client may suffer as a result of any alteration act or omission on the part of or the failure of the Principals to fulfill their obligations, whether in relation to travel arrangements, accommodation or otherwise. The **contract in use by the Principals** (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the Principal and the Client and any right of recourse the Client may have, will be solely against such Principal. The Company will provide the identity and terms and conditions of all the Principals relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarise itself with such terms and conditions ('the Principal's Conditions').

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BOOKING, DEPOSIT & RESERVATION

Once the Client has filled in the travel enquiry form, 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, the Company will prepare a quotation for the Proposed Travel Arrangements (**'the Quotation'**). A **non-refundable deposit equivalent to the percentage ('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 Principals (**'the Booking'**), subject to payment of the balance of the Price in due course as specified herein¹.

The Company will not confirm any reservation if the deposit and a signed Quotation are not received. The Company reserves the right to cancel any reservation that may have been made if the deposit is not received. Once the Booking has been completed, the Client will be supplied with the document that will contain the final detail of your Booking which the Client must sign and return to the Company.

PAYMENT AND PAYMENT TERMS

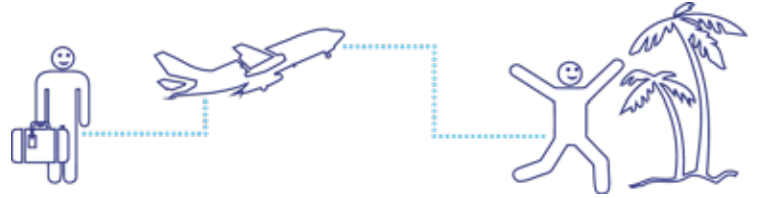
The **balance of the Tour Price** is on or before the date specified in the Quotation or the Booking Confirmation Form. If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a **courier service**, which will be for the Client's account or the Company may cancel the Booking. **The Client undertakes to pay the Company interest at a rate of 5% above the prime rate charged by the Company's bank on any payment made after the due date. Late payment may also result in cancellation of the reservation by the Principal.** When paying by **Credit card** you will be required to complete the Company's credit card authorization form and process payment through the company's online payment gateway.

¹ In the case of air tickets, full payment is required as per the applicable fare rule. If full payment is not received by the applicable date the airline will automatically cancel the reservations.

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PRICES

Note that the Company reserves the right to amend the Tour Price if an unreasonable **time lapses** between the date the Estimate is submitted to the Client and the date it is accepted and returned to the Company. **Prices are quoted at the ruling daily exchange rate.** Until the Company has received payment of the Tour 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 Tour Price in full is received, the Tour Price is **guaranteed**. However, **airfares** are subject to the price and conditions quoted by the airlines and **cannot be guaranteed** (**PLEASE NOTE:** This applies especially regarding airport taxes for the entire journey).

NOTE: Foreign credit cards, Amex credit cards and Diners credit cards will not be accepted.

RESPONSIBILITY

The Proposed Travel Arrangements are made on the express condition that The Company, its employees and agents, shall not be responsible for, and shall be **exempt from, all liability** in respect of loss (financial or otherwise), damage, accident, injury, death, harm, illness, harm, trauma, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client to or of their luggage, or other property, wherever, whenever and however the same may occur. The Client **indemnifies and holds harmless** the Company, its employees and agents accordingly. The Company, its employees and agents shall furthermore not be liable for any consequential or indirect loss or damages whatsoever.

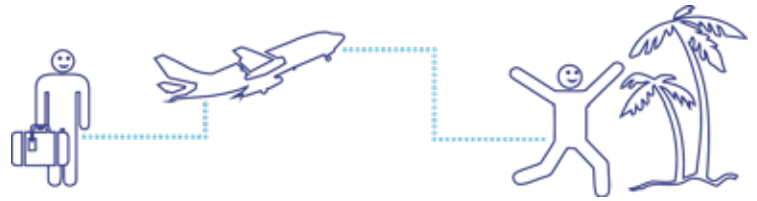
INSURANCE

It is strongly advised that all Clients 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 Company will not be responsible or liable if the Client

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fails to take adequate insurance cover or at all. It shall not be obligatory upon the Company to effect insurance for the Client except upon **detailed instructions given in writing** and all insurance effected by the Company 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 Company shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the Client will be issued with a **policy document of the insurer**. It must be read BEFORE YOU initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure.

Please note that various **credit card companies** offer limited levels of travel insurance, which the Company does not consider 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** of Tour Price in full.

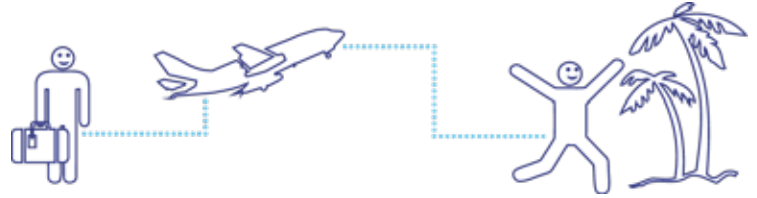
PASSPORTS, VISAS & HEALTH

It is entirely the **Client's duty** to ensure that all **passports and visas** are current, valid, obtained on time, and will be valid for six months after return to 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 the Company before travelling. The Company will endeavour to assist the Client but such assistance will be at the Company's 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 non-compliance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required 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

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a minimum of three blank pages in their passport excluding the front and back cover to enable the entry visa to be issued. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin. Please ensure that all passports are renewed. 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.

MALARIA, YELLOW FEVER AND OTHER TROPICAL DISEASES: WARNING

Certain parts covered by your itinerary may be areas where there is a high-risk of malaria and other tropical diseases. We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return. Certain areas also require a Yellow Fever Vaccination of which the certificate must be carried and produced when required. Yellow Fever Vaccinations last for up to 10 years and inoculation are required at least 2 weeks prior to your departure from your country of origin.

LATE BOOKING & AMENDMENT FEES

A late booking fee will be charged in respect of bookings received within 4 (Four) working for domestic travel and 7 (Seven) working days for international travel prior to the departure date. This charge is levied to cover communication expenses involved. An amendment fee will be levied for any changes to the confirmed itinerary.

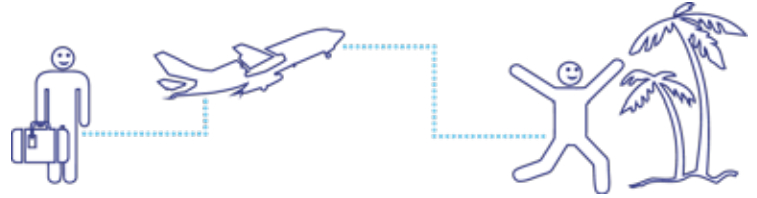
CANCELLATION

In the event of **Client cancelling** their reservations, the Company shall have the right to either claim the Deposit or to retain the Deposit and claim damages suffered by the Company. The **Principals reserves the right to cancel** any tour before departure, in which event the entire payment will be refunded to the Client

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without any further obligation on the part of the Company. The maximum **cancellation fee**, which may be imposed in the event of a Client cancelling, is as follows (Clients should also refer to the cancellation provisions contained in the Principal's Conditions or website.

Principals may charge cancellation fees over and above those stated below):

- More than 8 weeks prior to departure : Deposit forfeited**
- 6 - 8 weeks prior to departure : 50% of the Total Price**
- 4 - 5 weeks prior to departure : 60% of the Total Price**
- 1 - 3 weeks or less : 100% of the Total Price**

Airfares terms and conditions apply, in some instances once issued airfares are non –refundable or re-routable.

UNSCHEDULED EXTENSIONS

In the unlikely event of there being unscheduled alterations to the itinerary caused by 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.

ITINERARY VARIATIONS & TRANSFERS

While every effort is made to keep to the final itinerary, Principals and/or the Company reserve the right to make **changes** for the Client's convenience e.g. in some cases, weather conditions can necessitate an

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alteration in the tour itinerary and this does not constitute any reason for refund. It is the Client's duty to check each amendment to the itinerary and also to sign the final one.

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.

DESTINATION SELECTION

The Client acknowledges that it has selected the property/ 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 Principals 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 Principal.

LAW & JURISDICTION

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.

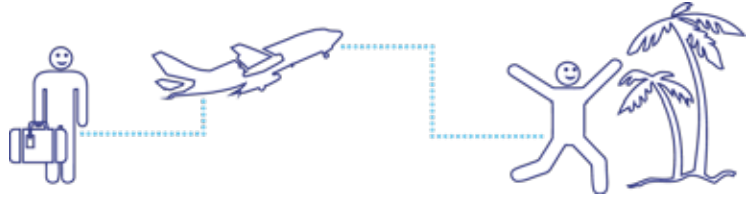
CONDUCT

The Client agrees that he/she 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 other passenger or person on the tour, mode of conveyance, at any place of accommodation, entertainment or

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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 by the Company. Refunds by the Principals will be 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.

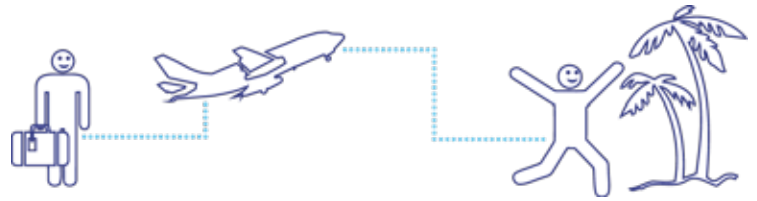
E-TICKETING

The Client must be ready to show their **identity document and possibly their credit card** at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for EACH MINOR.

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FORCE MAJEURE

The Company shall have the right to cancel any contract should its fulfillment be rendered impossible, impeded or other duly constituted authorities or any other cause beyond the control of the Company - Force Majeure includes renovations that may be carried out at your resort – whilst the Company will use its best endeavours to provide current information in that regard and whilst the resort will use its best endeavours to keep any inconvenience to a minimum, the fact that restoration or renovations are being carried out does not constitute grounds for any claim against the Company.

The Company 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 Company will be reimbursed to the Client less a 5% (Five percent) of the Price as an administration charge;

CONFIDENTIALITY

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.

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 hours prior to departure.

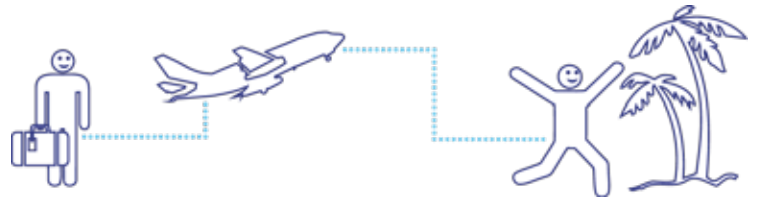
INTERNET BOOKINGS

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.

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DRIVER'S LICENCE

Even if you have obtained an international driver's licence, please take your national driver's licence with you

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

ENTIRE CONTRACT

The Conditions 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 regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Company or otherwise that is not included herein.

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