

TERMS AND CONDITIONS

TVIPTC (PTY) LTD

These Terms and Conditions govern all travel arrangements and services booked through TVIPTC (Pty) Ltd. They must be carefully read, understood and accepted before any travel arrangements are confirmed. TVIPTC is committed to delivering outstanding travel experiences and providing professional assistance throughout the booking and travel process. By confirming a booking, making payment, or instructing TVIPTC to proceed with any travel arrangements, the Traveller acknowledges that they have read, understood and agreed to be bound by these Terms and Conditions.

1. INTERPRETATION

1.1. Clause and paragraph headings are included for convenience and reference purposes only and shall not affect the interpretation of these Terms and Conditions.

1.2. Unless the context clearly indicates otherwise:

1.2.1. words importing any gender shall include all genders;

1.2.2. words in the singular shall include the plural and vice versa; and

1.2.3. references to natural persons shall include juristic and artificial persons and vice versa.

1.3. Where any amount, number or figure is expressed both numerically and in words, and there is any conflict between the two, the wording expressed in words shall prevail.

1.4. Where any period is expressed in days or Business Days, the first day shall be excluded and the last day included. If the last day falls on a Saturday, Sunday or public holiday in South Africa, the period shall expire on the next succeeding Business Day.

1.5. Any reference to legislation, an enactment or statutory provision shall be deemed to refer to that legislation, enactment or provision as at the date of acceptance of these Terms and Conditions and as subsequently amended, substituted or re-enacted from time to time.

1.6. The rule of interpretation that an agreement shall be interpreted against the Party responsible for its drafting or preparation shall not apply to these Terms and Conditions.

1.7. Where any provision contained within a definition confers rights or imposes obligations upon any Party, effect shall be given to that provision as though it were a substantive provision contained in the body of these Terms and Conditions, notwithstanding that it appears only within a definition.

1.8. The *eiusdem generis* rule shall not apply. Where a provision is followed by the word “including”, “includes”, or similar wording together with specific examples, those

examples shall be illustrative and shall not limit the general scope or meaning of the provision.

1.9. Where any term is defined within a particular clause, that definition shall apply throughout these Terms and Conditions unless the context clearly indicates that the definition is intended to have limited application only to that clause.

2. DEFINITIONS

Unless otherwise stated or inconsistent with the context, the following words and expressions shall have the meanings set out below:

2.1. Business Day: any day other than a Saturday, Sunday or public holiday in South Africa.

2.2. Individual Traveller: an individual making or participating in a booking in their personal capacity.

2.3. Parties: TVIPTC and the Traveller collectively, and “Party” means either one of them, as the context may indicate.

2.4. POPIA: the Protection of Personal Information Act No. 4 of 2013, including any regulations promulgated thereunder, as amended, substituted or re-enacted from time to time.

2.5. ROE: the applicable Rate or Rates of Exchange.

2.6. South Africa: the Republic of South Africa.

2.7. Supplier or Suppliers: any third-party service provider supplying travel-related products or services, including but not limited to airlines, transport providers, accommodation providers, hotels, car rental companies, tour and activity providers, transfer providers, booking platforms, wholesalers, rail operators, coach operators, cruise operators, visa service providers, and any other provider involved in fulfilling the Traveller's travel arrangements.

2.8. Terms and Conditions: these Terms and Conditions, including any provisions incorporated into them by reference where applicable.

2.9. Traveller: any person on whose behalf a booking is made or who participates in travel arrangements booked through TVIPTC, including an Individual Traveller. “You” and “Your” shall have corresponding meanings.

2.10. TVIPTC (Pty) Ltd: Registration Number **2023/695157/07**.

3. PAYMENT

3.1. TVIPTC accepts the following methods of payment:

3.1.1. Cash, where expressly accepted by TVIPTC;

3.1.2. Credit and/or debit card payments processed through TVIPTC's authorised payment partner;

3.1.3. Electronic Fund Transfer ("EFT"); and

3.1.4. Valid TVIPTC Gift Cards, where applicable.

3.2. All quoted prices remain subject to change until payment has been secured either:

3.2.1. in full; or

3.2.2. in accordance with the deadlines of an agreed payment plan, where such a payment plan is applicable.

3.3. Where a Traveller is making payment in accordance with a payment plan agreed with TVIPTC, the quoted rates and availability are strictly dependent upon all agreed payment deadlines being met.

Should the Traveller fail to meet any payment deadline:

3.3.1. the relevant travel options may be released;

3.3.2. TVIPTC will notify the Traveller of the overdue payment and, where applicable, the release of the relevant options;

3.3.3. any subsequent rebooking will be subject to the rates and availability applicable at the time of rebooking;

3.3.4. any increase in price arising from the rebooking shall be for the Traveller's account; and

3.3.5. the Traveller may elect to rebook the available arrangements at the revised rates.

3.3.6. Should TVIPTC receive no response from the Traveller regarding the overdue payment and the proposed next steps within seven (7) Business Days after notification, TVIPTC reserves the right to cancel the booking. Any bookings and/or payments already made may be forfeited.

3.4. TVIPTC will not proceed with or confirm any booking until the required payment has reflected in TVIPTC's account and/or acceptable proof of payment has been provided to TVIPTC. The Traveller shall be responsible for any increase in price or change in availability arising from commercial conditions during the period in which payment is awaiting clearance or reflection in TVIPTC's account.

3.5. TVIPTC will communicate with the Traveller using the email address and/or other contact information supplied by the Traveller and will issue an invoice in relation to the relevant booking. The Traveller is responsible for remaining vigilant when using email or other electronic communication and for maintaining appropriate cybersecurity measures to protect against fraud, interception, impersonation or unauthorised alteration of communications. If:

3.5.1. any communication or payment instruction appears suspicious;

3.5.2. banking details appear to have changed unexpectedly;

3.5.3. the Traveller receives more than one invoice containing conflicting information; or

3.5.4. the Traveller has any reason to doubt the authenticity of an invoice or payment instruction,

The Traveller must contact TVIPTC directly before making payment in order to verify the correct payment details. TVIPTC shall not be liable for any payment made to fraudulent, intercepted, altered or otherwise incorrect banking details where the Traveller failed to verify suspicious or conflicting payment instructions with TVIPTC before making payment. Any incorrect or fraudulent payment made by the Traveller shall not extinguish the Traveller's obligation to pay any amount legitimately due to TVIPTC.

3.6. Where a booking price displayed or communicated by TVIPTC contains an inadvertent and obvious error, TVIPTC shall not be bound by the incorrect price once TVIPTC has:

3.6.1. corrected the error; and

3.6.2. taken reasonable steps in the circumstances to notify affected Travellers of the error and the correct price.

3.7. Where a booking price contains an error contemplated in clause **3.6**, and the error was not caused by the Traveller, the Traveller may elect not to proceed with the booking at the corrected price, subject to applicable law and any Supplier terms or amounts already irreversibly committed. Alternatively, the Traveller may elect to proceed with the booking at the corrected price.

3.8. It is the Traveller's responsibility to ensure that all information supplied to TVIPTC in respect of every Traveller is complete and accurate, including but not limited to:

3.8.1. full names exactly as reflected in the applicable identity document or passport;

3.8.2. identity and/or passport numbers;

3.8.3. dates of birth;

3.8.4. gender, where required by a Supplier;

3.8.5. travel dates and times;

3.8.6. departure points;

3.8.7. destinations; and

3.8.8. travel routings.

3.9. Any error in a Traveller's name, gender, passport information or other information required by a Supplier may result in amendment fees, cancellation

penalties, forfeiture of a ticket or booking, or the requirement for a new ticket or booking to be issued. Any such costs arising from incorrect information supplied by the Traveller shall be for the Traveller's account.

3.10. Where an airline or other Supplier requires the Traveller to deal directly with it in order to correct a name, gender or other Traveller detail, the Traveller shall be responsible for doing so promptly. Any loss, cost, penalty or additional expense arising from incorrect information supplied by the Traveller, or from the Traveller's failure to act promptly once an error has been identified, shall be the responsibility of the Traveller.

4. PRICE AND AVAILABILITY

4.1. Unless otherwise expressly stated, all prices are quoted in South African Rand (ZAR). Prices are valid at the time of quotation but remain subject to availability and applicable commercial conditions until the required payment has been received by TVIPTC. A quoted price can only be guaranteed once the required payment has reflected in TVIPTC's account and the relevant travel arrangements have been secured. TVIPTC shall not be liable for any increase in the quoted price arising during the period between quotation and the payment reflecting in TVIPTC's account.

4.2. The following commercial conditions apply to all quotations and to the supply of travel-related products and services:

4.2.1. Price Variation and Rate of Exchange: Where a Rate of Exchange ("ROE") is applicable to a quotation, the ROE applicable on the date of quotation will be used in calculating the quoted price. Should the applicable ROE increase before the required payment reflects in TVIPTC's account, any resulting increase in the cost of the travel arrangements shall be for the Traveller's account and shall be payable in addition to the originally quoted amount.

4.2.2. Availability: All quotations are subject to availability from the relevant Suppliers until the arrangements have been confirmed and secured. Should any quoted flight, accommodation, transport, activity, tour or other travel product or service no longer be available at the time of confirmation, TVIPTC may offer or quote a suitable alternative. Any alternative arrangement may be subject to different availability, terms and pricing, and any applicable difference in price will be communicated to the Traveller before the alternative is confirmed.

4.2.3. Deposits: Where a journey, deal or booking permits confirmation by way of a deposit, payment of the required deposit will secure the applicable travel dates and rates, subject to the agreed payment plan, Supplier conditions and payment deadlines. Deposits are used and/or committed by TVIPTC to secure the Traveller's arrangements with the relevant Suppliers. Deposits are non-refundable, subject to applicable law and the cancellation terms of the relevant Suppliers.

5. CANCELLATIONS OR CHANGES

5.1. All requests to cancel, amend or change any confirmed travel arrangement must be submitted to TVIPTC in writing prior to departure. Where a Traveller requests the cancellation or amendment of any travel arrangement, the Traveller shall be responsible for all applicable cancellation charges, amendment fees, fare differences, Supplier penalties and other associated costs.

5.2. Cancellation and amendment charges may amount to up to the full purchase price of the affected travel arrangements, depending on the circumstances and the terms applicable to the booking. The amount of any cancellation or amendment charge may depend upon factors including, but not limited to:

- 5.2.1.** the date on which the cancellation or amendment is requested;
- 5.2.2.** how close the request is made to the scheduled departure date;
- 5.2.3.** the nature of the travel product or service;
- 5.2.4.** amounts already paid, committed or contractually due to Suppliers;
- 5.2.5.** the relevant Supplier's cancellation and amendment policies;
- 5.2.6.** applicable airline fare rules;
- 5.2.7.** any fare difference applicable to replacement or amended travel arrangements; and

5.3. Travel bookings are generally non-transferable, and name changes may not be permitted by the relevant Supplier. Where a Supplier permits a transfer or name change, the amendment shall remain subject to the Supplier's approval, availability, applicable terms and any additional charges. All such charges shall be for the Traveller's account.

5.4. If a Traveller fails to travel on a booked flight or other travel service, or fails to notify the airline, relevant Supplier or TVIPTC of the intention not to travel before the scheduled departure, the Traveller may be regarded as a no-show and may forfeit the applicable fare or booking. A no-show may also result in the cancellation of subsequent travel sectors or services forming part of the same booking.

5.5. Flight tickets and other sequential travel arrangements must be used in the order in which they were booked and ticketed. If a Traveller fails to use any flight sector or other sequential booking, the relevant Supplier may automatically cancel or forfeit the remaining sectors of that booking. TVIPTC shall not be responsible for any loss arising from the Traveller failing to use travel arrangements in the sequence in which they were booked.

5.6. Unless otherwise expressly specified, confirmed travel arrangements may be subject to non-refundable Supplier terms and cancellation penalties. Where a Traveller elects to cancel a booking, any refund or recoverable amount will be determined in accordance with:

- 5.6.1.** the cancellation terms of the relevant Suppliers;
- 5.6.2.** the amounts already paid or irreversibly committed to Suppliers;

5.6.3. the applicable fare and booking rules; and

Where Suppliers agree to refund any portion of a cancelled booking, the refund will be dealt with in accordance with Section 6 (Refunds) of these Terms and Conditions.

5.7. TVIPTC strongly recommends comprehensive travel insurance for all Travellers, including appropriate cover for cancellation, curtailment, medical emergencies and other unforeseen circumstances that may prevent or interrupt travel.

6. REFUNDS

6.1. As provided for in clause 5.6, confirmed travel arrangements may be subject to non-refundable Supplier terms and cancellation penalties. Where a Supplier agrees or is required to refund any portion of a cancelled booking, TVIPTC will notify the Traveller in writing once the applicable refund amount and conditions have been confirmed by the relevant Supplier.

6.2. Any refund due may take up to twelve (12) weeks to be received and/or processed, depending on the procedures, processing times and requirements of the relevant Supplier, airline, payment provider or other third party involved. TVIPTC cannot guarantee or accelerate a Supplier's refund processing timeline.

6.3. All requests for cancellation and any resulting refund must be submitted to TVIPTC in writing prior to commencement of travel.

Any refund shall remain subject to:

6.3.1. the cancellation and refund policies of the relevant Supplier;

6.3.2. applicable airline fare rules;

6.3.3. amounts already paid or irreversibly committed to Suppliers;

6.3.4. applicable cancellation, amendment or administrative charges; and

6.4. Depending on the terms and policies of the relevant Supplier, a refund may be provided in the form of:

6.4.1. a cash refund;

6.4.2. an open ticket;

6.4.3. a travel voucher or credit; or

6.4.4. another form of compensation or credit permitted by the relevant Supplier.

The amount, method and conditions of any refund will be determined in accordance with the relevant Supplier's terms.

6.5. Where a ticket, booking, deposit or other travel service is non-refundable, no refund shall be due in respect of that component except to the extent that:

6.5.1. the relevant Supplier agrees to provide a refund or credit.

6.6. Suppliers are not obliged to refund transaction fees, booking fees, service charges, payment processing charges or other non-refundable costs unless required by their applicable terms. TVIPTC shall likewise not be obliged to refund any transaction fee, service fee, payment processing charge or other amount that has not itself been refunded or recovered from the relevant Supplier or service provider.

6.7. Where TVIPTC receives a refund from a Supplier on behalf of the Traveller, TVIPTC will process the amount due to the Traveller once the funds have been received, reconciled and cleared, subject to any lawful deductions or non-refundable amounts applicable to the booking.

7. AGENCY AND SUPPLIERS

7.1. TVIPTC acts as a travel agent and intermediary and arranges travel-related products and services supplied by independent third-party Suppliers.

Such Suppliers include, but are not limited to:

7.1.1. airlines;

7.1.2. hotels and other accommodation providers;

7.1.3. wholesalers and booking platforms;

7.1.4. coach and bus operators;

7.1.5. rail operators;

7.1.6. cruise operators;

7.1.7. transfer and transport providers;

7.1.8. car rental companies;

7.1.9. tour, excursion and activity providers;

7.1.10. visa service providers; and

7.1.11. other providers of travel-related products and services.

The Traveller expressly authorises TVIPTC to make travel bookings and arrangements on the Traveller's behalf and, where applicable, to facilitate or arrange the relevant contractual relationship between the Traveller and the applicable Supplier.

7.2. TVIPTC may charge a fair and reasonable service fee for researching, arranging, booking, administering and managing travel services on the Traveller's behalf.

7.3. TVIPTC exercises reasonable care when selecting and dealing with reputable Suppliers. However, Suppliers are independent third parties, and TVIPTC does not own, operate, manage or directly control the services they provide.

All products and services supplied by a Supplier remain subject to that Supplier's own:

- 7.3.1.** terms and conditions;
- 7.3.2.** cancellation and amendment policies;
- 7.3.3.** operating procedures;
- 7.3.4.** availability;
- 7.3.5.** service standards; and
- 7.3.6.** applicable rules and restrictions.

TVIPTC shall not be liable for the independent acts, omissions, errors, failures or service delivery of a Supplier where the relevant issue was not caused by TVIPTC.

Any claim or dispute relating directly to a Supplier's performance, service or product, and which does not arise from TVIPTC's own obligations or conduct, must be directed to the relevant Supplier.

7.4. In the event that any hotel, accommodation, flight, transfer, tour, excursion, activity or other travel service is incorrectly priced, misquoted, withdrawn, cancelled, changed, unavailable or otherwise cannot be honoured by a Supplier, service provider, booking platform, airline, hotel or other third party, TVIPTC reserves the right, to substitute the affected service with a suitable alternative of a similar standard and within the same or a comparable price category.

Where reasonably possible, TVIPTC will endeavour to ensure that the replacement service provides a comparable overall standard and function within the Traveller's journey. Where no suitable alternative is available within the original or comparable price category, the Traveller will be advised of:

- 7.4.1.** the circumstances affecting the original service;
- 7.4.2.** the alternative arrangements available; and
- 7.4.3.** any applicable difference in price, before the replacement arrangement is confirmed.

7.5. The Traveller acknowledges that the underlying travel services are provided by the relevant Suppliers and that any legal rights or remedies arising directly from a Supplier's provision or failure to provide those services may lie against the applicable Supplier. Except to the extent that any loss, damage, failure or other problem was caused by TVIPTC's own breach, fault or negligence, TVIPTC shall not assume liability for the acts, omissions or performance of independent Suppliers.

7.6. TVIPTC will, where reasonably possible and appropriate, assist the Traveller in communicating with a Supplier regarding a problem affecting travel arrangements booked through TVIPTC. Such assistance does not constitute an assumption by TVIPTC of the Supplier's obligations or liability.

7.7. The Traveller acknowledges that travel arrangements frequently involve multiple independent Suppliers and that operational changes may occur outside TVIPTC's control. Where such changes occur, TVIPTC will use reasonable efforts to assist with suitable alternatives in accordance with these Terms and Conditions, the applicable Supplier terms.

8. TRAVEL INSURANCE

8.1. TVIPTC strongly recommends that every Traveller obtain comprehensive travel insurance appropriate to the nature, destination and duration of their journey. Where appropriate, such insurance should provide cover for risks including, but not limited to:

8.1.1. trip cancellation or curtailment;

8.1.2. medical emergencies and medical expenses;

8.1.3. emergency evacuation or repatriation;

8.1.4. loss, theft or damage to baggage and personal belongings;

8.1.5. travel delays or disruptions; and

8.1.6. other unforeseen circumstances that may affect the Traveller before or during the journey.

8.2. Where a travel insurance policy is arranged and paid for, the relevant insurer will issue the applicable policy documentation. A copy of the policy documentation will be provided to the Traveller where available to TVIPTC. TVIPTC strongly recommends that the Traveller carefully reads and understands the complete policy wording before travel commences, including:

8.2.1. the benefits and limits of cover;

8.2.2. exclusions;

8.2.3. excesses;

8.2.4. pre-existing medical condition provisions;

8.2.5. claim procedures; and

8.2.6. any requirements or restrictions applicable to the policy.

8.3. It is the Traveller's responsibility to ensure that the insurance policy selected is appropriate and sufficient for their individual circumstances and travel arrangements.

TVIPTC does not determine whether a particular event or loss is covered under an insurance policy and cannot guarantee that any claim will be accepted or paid by the insurer.

8.4. Any questions regarding the interpretation, scope or application of an insurance policy must be directed to the relevant insurer or authorised insurance provider. Any claim arising under the policy must likewise be lodged directly with the insurer in accordance with the insurer's prescribed claims procedure and timeframes.

8.5. Travellers requiring assistance in obtaining travel insurance may contact a TVIPTC travel expert, who may facilitate the arrangement or issuing of an appropriate travel insurance policy through the relevant insurance provider. Where TVIPTC facilitates the arrangement of travel insurance, the insurance policy remains a separate contract between the Traveller and the relevant insurer, and remains subject to that insurer's terms, conditions, exclusions and claims procedures.

8.6. Where a Traveller elects not to obtain travel insurance, the Traveller accepts the financial risks associated with travelling without such cover, including potential losses arising from cancellation, illness, medical emergencies, disruption, baggage loss or other unforeseen circumstances, subject always to any rights the Traveller may have against the relevant Supplier.

9. PASSPORTS AND TRAVEL DOCUMENTS

9.1. A valid passport is required for all Travellers, including infants and children, travelling internationally.

9.2. Travellers are responsible for ensuring that their passports and other travel documentation comply with the requirements of every destination and transit country forming part of their journey.

Unless the relevant destination or authority requires otherwise, passports should:

9.2.1. remain valid for at least six (6) months after the Traveller's intended date of return;

9.2.2. contain a minimum of two (2) blank pages; and

9.2.3. reflect the same full name used for the Traveller's flight tickets, accommodation bookings and other travel arrangements.

9.3. Temporary passports are not accepted by many countries. Where a Traveller intends to travel using a temporary passport or emergency travel document, it is the Traveller's responsibility to verify that the document will be accepted by every destination and transit country forming part of the journey before confirming travel.

9.4. Many countries require machine-readable and/or biometric passports. It is the Traveller's responsibility to ensure that their passport satisfies all applicable requirements of the countries to be visited or transited.

9.5. Where a Traveller's passport has not yet been issued at the time the booking is made, the Traveller accepts responsibility for ensuring that:

9.5.1. the passport is issued in sufficient time for travel;

9.5.2. the personal information reflected in the passport corresponds with the information supplied to TVIPTC;

9.5.3. any passport information subsequently required by TVIPTC or a Supplier is provided promptly; and

9.5.4. any necessary corrections or amendments to existing bookings are arranged as soon as an inconsistency becomes known.

TVIPTC shall not be responsible for any loss, amendment fee, cancellation charge, fare difference, rebooking cost or other expense arising from:

9.5.5. delays in the issuing of a passport by the Department of Home Affairs or another issuing authority;

9.5.6. incorrect information appearing in a passport;

9.5.7. differences between the information supplied to TVIPTC and the subsequently issued passport; or

9.5.8. the Traveller's failure to obtain the required passport or travel documentation in sufficient time.

9.6. South African permanent residents travelling on a foreign passport are responsible for ensuring that they possess all documentation required to:

9.6.1. depart from and re-enter South Africa;

9.6.2. enter the relevant destination countries; and

9.6.3. transit through any countries forming part of the journey, including any applicable visas, permits or other immigration documentation.

9.7. The responsibility rests with the Traveller to ensure that they travel using the correct passport and travel documentation applicable to their individual circumstances.

This is particularly important for Travellers who:

9.7.1. have obtained citizenship through naturalisation;

9.7.2. hold dual or multiple citizenships;

9.7.3. are permanent residents of a country other than the country whose passport they hold; or

9.7.4. may be subject to specific immigration or nationality requirements.

9.8. Appropriate documentary identification is required for infants and children travelling, and the Traveller is responsible for ensuring that all documentation required by the relevant airline, immigration authority or destination country is available before departure.

9.9. Valid identification is required for all passengers travelling domestically. Travellers must carry identification accepted by the relevant airline or transport provider. For domestic travel within South Africa, this may include a valid South African identity document, South African driver's licence, passport, or other identification accepted by the applicable Supplier.

9.10. The Traveller is responsible for checking the validity and accuracy of all passports, identification documents and other travel documentation before confirming the booking and again before departure. Any concern regarding passport validity, documentation requirements or the accuracy of Traveller information must be raised with TVIPTC and/or the relevant authority as soon as it becomes known.

10. VISAS

10.1. South African passport holders require visas for travel to many international destinations, including, but not limited to, the United Kingdom, United States of America, countries within the Schengen Area, Canada and Australia. A visa may also be required when transiting through a country, even where that country is not the Traveller's final destination. Certain itineraries involving multiple transits through the Schengen Area may require the Traveller to hold an appropriate Schengen visa.

10.2. It is the Traveller's responsibility to determine, verify and comply with the visa, immigration, entry and transit requirements applicable to every country forming part of the Traveller's itinerary.

This includes requirements relating to:

10.2.1. final destinations;

10.2.2. transit countries and airports;

10.2.3. stopovers;

10.2.4. land border crossings;

10.2.5. ports and cruise or ferry entries;

10.2.6. maritime or ocean border crossings; and

10.2.7. any other immigration point forming part of the journey.

Travellers should verify the applicable requirements directly with the relevant embassy, consulate, immigration authority or authorised visa application centre.

Where a visa Supplier, embassy, consulate, visa application centre, immigration authority or other third party provides incorrect, incomplete or outdated advice, any

claim arising from such advice must be directed to the relevant party responsible for providing it.

Admission into any country remains entirely subject to the discretion and authority of the relevant immigration, customs, border control, internal security or home affairs authorities. TVIPTC has no control over and cannot guarantee admission into any country. TVIPTC does not accept responsibility for matters relating to working visas, student visas, residency permits or other immigration permissions falling outside ordinary leisure travel arrangements booked through TVIPTC.

10.3. TVIPTC will provide the Traveller with the confirmed travel documentation available to TVIPTC relating to the travel services booked through TVIPTC for the purpose of supporting a visa application.

Such documentation may include, where applicable and available:

10.3.1. confirmed flight documentation;

10.3.2. accommodation confirmations or vouchers;

10.3.3. transport documentation;

10.3.4. tour or activity confirmations; and

10.3.5. other confirmed travel documentation relating to services booked through TVIPTC.

Should an embassy, consulate, visa application centre, immigration authority or other relevant authority require additional information or documentation beyond the confirmed travel documentation supplied by TVIPTC, including but not limited to:

10.3.6. direct confirmation from a hotel;

10.3.7. direct confirmation from an airline or other Supplier;

10.3.8. additional letters or declarations;

10.3.9. further proof of accommodation;

10.3.10. additional Supplier verification; or

10.3.11. any other supporting documentation,

it remains the Traveller's responsibility to obtain and provide such additional information or documentation to the relevant authority.

10.4. TVIPTC is a provider and arranger of travel services and does not provide visa application, immigration or legal services, except where TVIPTC expressly agrees to facilitate assistance through a separate third-party visa Supplier.

TVIPTC's responsibility in relation to a visa application is limited to providing the Traveller with the travel documentation relating to the services booked through TVIPTC that is available to TVIPTC.

TVIPTC does not accept responsibility for satisfying the specific documentary, financial, personal, biometric, interview, eligibility or other requirements imposed by any:

- 10.4.1.** embassy;
- 10.4.2.** consulate;
- 10.4.3.** visa application centre;
- 10.4.4.** immigration authority;
- 10.4.5.** border authority; or
- 10.4.6.** other governmental or regulatory authority.

10.5. Visa processing times vary according to the destination, nationality of the Traveller, season, application type and relevant authority. Processing times may range from approximately five (5) Business Days to thirty (30) Business Days or longer. Delays may occur during peak travel periods or as a result of circumstances outside TVIPTC's control. In certain circumstances, a visa may only be issued or released shortly before departure, including within twenty-four (24) hours of departure or on the date of departure itself. Travellers are therefore strongly advised to begin the visa application process as early as the relevant authority permits and to allow sufficient time for processing.

10.6. Full responsibility rests with the Traveller to familiarise themselves with and comply with:

- 10.6.1.** whether a visa is required;
- 10.6.2.** the type of visa required;
- 10.6.3.** the applicable application process;
- 10.6.4.** application deadlines;
- 10.6.5.** appointment requirements;
- 10.6.6.** biometric requirements;
- 10.6.7.** supporting documentation requirements;
- 10.6.8.** financial requirements;
- 10.6.9.** validity requirements; and
- 10.6.10.** any other conditions applicable to the Traveller's passport, nationality, destination and itinerary.

10.7. Certain electronic visas, authorisations or other immigration documents must be printed prior to travel and presented together with the Traveller's passport, notwithstanding that the document may originally have been issued electronically. It

is the Traveller's responsibility to ensure that all required visa and immigration documentation is carried in the correct format.

10.8. An embassy, consulate, visa application centre, immigration authority or border authority may require supporting documentation in addition to the Traveller's passport, visa and travel documentation.

Such requirements may include, but are not limited to:

10.8.1. bank statements, including statements covering the preceding three (3) months or such other period as may be required;

10.8.2. proof of sufficient funds;

10.8.3. proof of accommodation;

10.8.4. tour or itinerary documentation;

10.8.5. proof of onward or return travel;

10.8.6. a host or invitation letter at the destination;

10.8.7. an employer letter confirming employment and/or the Traveller's intention to return to employment;

10.8.8. a letter from a tertiary institution confirming enrolment;

10.8.9. travel insurance documentation; and

10.8.10. any other personal, financial or supporting documentation required by the relevant authority.

Obtaining and providing such documentation remains the responsibility of the Traveller.

10.9. By accepting these Terms and Conditions, the Traveller acknowledges and confirms that:

10.9.1. a visa or other travel authorisation may be required for the Traveller's journey;

10.9.2. visa requirements may also apply to transits, stopovers, ports and border crossings;

10.9.3. visa and immigration requirements are determined by governmental authorities and may change;

10.9.4. TVIPTC cannot guarantee the approval or timely issuance of any visa;

10.9.5. third-party visa Suppliers may, where available, provide assistance with visa applications for an additional fee; and

10.9.6. the Traveller may elect whether or not to make use of such third-party visa assistance.

10.10. The granting, refusal, processing and timing of a visa remain entirely within the authority of the relevant embassy, consulate, visa application centre or immigration authority. The Traveller indemnifies and holds TVIPTC harmless against claims, actions, losses, liabilities, damages, costs and expenses arising from:

10.10.1. the acts or omissions of a visa Supplier or governmental authority;

10.10.2. an unsuccessful or refused visa application;

10.10.3. a visa being issued late;

10.10.4. a delay in obtaining a visa;

10.10.5. failure by the Traveller to apply for a visa in sufficient time;

10.10.6. incomplete, incorrect or insufficient information or documentation supplied by the Traveller;

10.10.7. failure by the Traveller to satisfy an embassy's, consulate's or immigration authority's requirements;

10.10.8. a change in visa or immigration requirements; or

10.10.9. refusal of entry, transit or boarding by an airline, immigration authority, customs authority or border authority.

10.11. A Traveller's inability to obtain a visa, delayed visa approval, refusal of a visa or refusal of entry does not automatically entitle the Traveller to a refund of travel arrangements. Any cancellation or refund arising in such circumstances remains subject to the cancellation and refund provisions of these Terms and Conditions, the terms of the relevant Suppliers, and applicable law. For this reason, TVIPTC strongly recommends that Travellers apply for required visas as early as possible and obtain appropriate travel insurance covering qualifying visa-related cancellation risks where such cover is available.

11. TRAVELLING WITH CHILDREN

11.1. Travellers accompanied by, or making travel arrangements for, any person under the age of eighteen (18) years are responsible for ensuring that all documentation required for the minor's travel is obtained and carried. Requirements relating to minors may differ depending on the child's nationality, destination, accompanying adults and individual circumstances and may change from time to time.

11.2. Depending on the circumstances and the requirements applicable at the time of travel, documentation required for a minor travelling internationally may include, but is not limited to:

11.2.1. a birth certificate, unabridged birth certificate or other acceptable proof of parentage;

11.2.2. where the minor is travelling with only one parent, written consent and/or an affidavit from the non-travelling parent or legal guardian, together with any supporting documentation required by the relevant authorities;

11.2.3. where the minor is travelling without either parent, written consent and/or affidavits from both parents or legal guardians, together with any supporting documentation required by the relevant authorities;

11.2.4. copies of the identity documents or passports of the parents or legal guardians;

11.2.5. guardianship, custody, adoption, death certificate or other legal documentation where applicable; and

11.2.6. any additional documentation required by the relevant airline, immigration authority, border authority, destination country or transit country.

11.3. Travellers must verify the current requirements applicable to minors travelling internationally with the South African Department of Home Affairs, the relevant airline and, where appropriate, the immigration authorities, embassy or consulate of each destination or transit country.

11.4. TVIPTC cannot guarantee that documentation accepted by one airline, border authority or country will satisfy the requirements of another.

The responsibility remains with the Traveller to ensure that the minor possesses the correct and complete documentation for the entire journey.

11.5. The age of any child or infant for booking and pricing purposes shall be determined according to the child or infant's age on the applicable dates of travel, and not merely their age on the date the booking is made.

11.6. Where a child or infant moves into a different age category before or during the journey, the Traveller must notify TVIPTC, as this may affect:

11.6.1. airfare;

11.6.2. accommodation pricing;

11.6.3. ticket pricing;

11.6.4. bedding arrangements;

11.6.5. Supplier eligibility requirements; and

11.6.6. other components of the booking.

Any resulting difference in price or additional cost shall be for the Traveller's account.

11.7. TVIPTC shall not be responsible for any loss, denied boarding, refusal of entry, delay, cancellation or additional expense arising from the Traveller's failure to obtain or carry the documentation required for a minor to travel.

12. CAR RENTAL

12.1. Where a vehicle is rented outside South Africa, the designated driver is responsible for satisfying all licensing and identification requirements imposed by the destination country and the relevant car rental Supplier.

Depending on the applicable requirements, the designated driver may be required to present:

- 12.1.1.** a valid South African driver's licence;
- 12.1.2.** a valid International Driving Permit or international driver's licence;
- 12.1.3.** a valid passport or other acceptable identification; and
- 12.1.4.** a valid credit card in the name of the designated driver.

It is the Traveller's responsibility to ensure that the designated driver meets all requirements of the relevant rental company and destination before collection of the vehicle.

12.2. Car rental companies commonly require a security deposit, pre-authorisation or refundable hold to be placed on the designated driver's credit card at the time of collection. This amount may be held by the rental company to cover incidentals, fuel, damages, traffic fines, tolls or other potential charges arising during the rental period. It is the Traveller's responsibility to ensure that the designated driver has sufficient available credit or funds for the rental company to process the required deposit or pre-authorisation. TVIPTC shall not be responsible where a rental company refuses to release a vehicle because the designated driver:

- 12.2.1.** does not possess an acceptable credit card;
- 12.2.2.** has insufficient available credit;
- 12.2.3.** does not satisfy the rental company's identification or licensing requirements; or
- 12.2.4.** otherwise fails to satisfy the rental company's terms and conditions.

12.3. The Traveller acknowledges and agrees that the designated driver and/or Traveller shall be responsible for all charges arising from the use of the rental vehicle that are not covered by the applicable rental waiver, insurance or rental agreement.

Such charges may include, but are not limited to:

- 12.3.1.** damage to the rental vehicle;
- 12.3.2.** theft or loss;
- 12.3.3.** traffic fines and penalties;
- 12.3.4.** parking fines;

12.3.5. toll fees;

12.3.6. fuel charges;

12.3.7. accident-related charges;

12.3.8. towing or recovery costs;

12.3.9. administrative or processing charges;

12.3.10. cleaning charges;

12.3.11. damage to tyres, windscreens, wheels or other components excluded from the applicable waiver; and

12.3.12. any other valid charge incurred during or arising from the rental period.

12.4. Where any rental-related amount is subsequently charged or billed back to TVIPTC by the car rental Supplier, the Traveller agrees to pay the applicable amount to TVIPTC within seven (7) days of invoice. TVIPTC may provide the Traveller with the supporting information received from the Supplier regarding the relevant charge where available.

12.6. TVIPTC acts only as an intermediary in arranging the car rental and does not own, operate or control the rental vehicle or the rental company. Any dispute concerning the condition of the vehicle, security deposit, damage assessment, fines, rental charges or the Supplier's performance must be addressed with the relevant car rental Supplier, except to the extent that the matter arises from TVIPTC's own fault.

12.7. TVIPTC shall not be responsible for recovering rental-related charges from the individual driver on behalf of another Traveller. Where TVIPTC's booking is made on behalf of multiple Travellers, the Traveller responsible for the booking remains responsible for ensuring that any valid amount billed to TVIPTC in connection with the rental is settled in accordance with these Terms and Conditions.

13. SPECIAL REQUESTS

13.1. TVIPTC will, where reasonably possible, communicate special requests to the relevant Supplier on the Traveller's behalf.

Special requests may include, but are not limited to:

13.1.1. preferred bed types or configurations;

13.1.2. adjoining or connecting rooms;

13.1.3. room location, floor or view preferences;

13.1.4. dietary requirements;

13.1.5. special meals;

13.1.6. airline seating preferences;

13.1.7. bassinets;

13.1.8. accessibility-related requests; and

13.1.9. any other special preference or requirement communicated by the Traveller.

Unless expressly confirmed in writing by the relevant Supplier, special requests are not guaranteed and remain subject to Supplier availability, operational requirements and discretion. The inclusion of a special request in correspondence, booking notes or travel documentation does not constitute confirmation that the request will be fulfilled.

13.2. Where a special request is particularly important to the Traveller, the Traveller should notify TVIPTC before confirming the booking so that TVIPTC can determine, where reasonably possible, whether the relevant Supplier is able to accommodate the request. TVIPTC cannot guarantee the fulfilment of any special request unless such request has been expressly confirmed by the relevant Supplier.

13.3. Airline seating policies and charges differ between airlines, routes, aircraft, fare classes and ticket types. Airlines may charge additional fees for advance seat selection. Where advance seat selection is available, Travellers may:

13.3.1. select and pay for their preferred seats directly through the airline's website, application or booking platform; or

13.3.2. request that TVIPTC obtain a quotation and arrange advance seat selection on their behalf, where this is permitted by the airline. Any applicable advance seat-selection charges shall be for the Traveller's account.

13.4. Where the Traveller does not purchase advance seat selection, the airline may allocate seats automatically or at check-in. TVIPTC cannot guarantee that Travellers on the same booking will be seated together unless the relevant seats have been specifically selected and confirmed by the airline.

13.5. Baggage policies and allowances differ between airlines, routes, fare classes and ticket types. The Traveller is responsible for familiarising themselves with the baggage allowance and restrictions applicable to every flight sector forming part of the journey.

13.6. The Traveller's travel itinerary and/or airline documentation will indicate the applicable baggage allowance where such information is available to TVIPTC. Certain airlines, particularly low-cost carriers, may include no checked baggage in the base airfare and may charge separately for:

13.6.1. checked baggage;

13.6.2. additional cabin baggage;

13.6.3. overweight baggage;

13.6.4. oversized baggage;

13.6.5. sporting equipment; and

13.6.6. other special baggage.

13.7. It remains the Traveller's responsibility to comply with all applicable baggage rules and to pay any additional, excess, overweight, oversized or special baggage charges imposed by the relevant airline or transport Supplier.

13.8. TVIPTC shall not be responsible for additional charges, denied baggage acceptance or other consequences arising from the Traveller exceeding or failing to comply with the applicable Supplier's baggage allowance, dimensions, weight restrictions or prohibited-item rules.

14. TRAVEL DESTINATIONS

14.1. By offering, arranging or selling travel to any destination, TVIPTC does not represent, warrant or guarantee that travel to that destination is advisable, safe or without risk. International travel inherently involves risks that may be outside the control of TVIPTC and the relevant Suppliers.

14.2. Such risks may include, but are not limited to:

14.2.1. crime or personal security risks;

14.2.2. terrorism or threats of terrorism;

14.2.3. political instability, demonstrations or civil unrest;

14.2.4. war or armed conflict;

14.2.5. natural disasters;

14.2.6. severe or unexpected weather conditions;

14.2.7. disease outbreaks or other health risks;

14.2.8. transport disruption;

14.2.9. border closures or immigration restrictions;

14.2.10. governmental actions or restrictions; and

14.2.11. other circumstances inherent in or associated with travel to the relevant destination.

14.3. It is the Traveller's responsibility to familiarise themselves with the destination before and during travel, including:

14.3.1. applicable laws and regulations;

14.3.2. immigration and entry requirements;

14.3.3. local customs and cultural practices;

14.3.4. health and vaccination requirements;

14.3.5. safety and security considerations;

14.3.6. official travel advisories; and

14.3.7. any other rules, restrictions or conditions relevant to the countries and regions being visited.

14.4. Travellers are encouraged to review current official travel advisories and destination information issued by the relevant governmental or regulatory authorities before departure and while travelling.

14.5. The Traveller voluntarily accepts the ordinary and inherent risks associated with international travel and with travel to the destinations selected by the Traveller. To the extent permitted by applicable law, the Traveller indemnifies and holds TVIPTC harmless against claims, damages, losses, liabilities, injury, death, costs or expenses arising from destination-related risks or circumstances beyond TVIPTC's reasonable control.

14.6. Nothing in this clause excludes or limits any liability that TVIPTC may have under applicable law for loss, damage, injury or other consequences caused directly by TVIPTC's own breach, negligence, gross negligence or unlawful conduct.

15. HEALTH

15.1. It is the Traveller's responsibility to determine and comply with all health requirements, medical requirements and recommended precautions applicable to the Traveller and the destinations forming part of the journey. This includes, where applicable, ensuring that the Traveller obtains and carries:

15.1.1. required vaccinations;

15.1.2. vaccination certificates or other proof of vaccination;

15.1.3. health certificates or declarations;

15.1.4. required preventative medication;

15.1.5. documentation relating to prescription medication being carried during travel; and

15.1.6. any other health-related documentation required by the relevant destination, transit country, airline or authority.

15.2. Health and vaccination requirements may differ according to the Traveller's:

15.2.1. destination;

15.2.2. transit route;

15.2.3. nationality;

15.2.4. personal medical circumstances; and

15.2.5. recent travel history.

Requirements and recommendations may also change from time to time.

15.3. TVIPTC strongly recommends that each Traveller consult an appropriately qualified doctor, travel medicine practitioner, travel medical service or specialist vaccination clinic sufficiently in advance of departure to obtain professional advice appropriate to the Traveller's individual circumstances and itinerary.

15.4. Certain vaccinations, preventative medications and other health measures must be administered or commenced a specified period before travel in order to become effective or to satisfy destination entry requirements. Travellers are therefore responsible for obtaining appropriate medical advice and completing any necessary health requirements sufficiently in advance of departure.

15.5. Travellers who require prescription medication during their journey are responsible for ensuring that:

15.5.1. they carry an adequate supply for the duration of the journey;

15.5.2. the medication may legally be brought into and carried within the relevant destination and transit countries;

15.5.3. any required prescription, doctor's letter or supporting medical documentation is carried; and

15.5.4. medication is transported and stored in accordance with applicable airline, security and destination requirements.

15.6. TVIPTC does not provide medical advice and cannot determine whether a Traveller is medically fit to travel or whether a particular vaccination, medication or health precaution is appropriate for an individual Traveller. Such advice must be obtained from an appropriately qualified medical professional.

15.7. To the extent permitted by applicable law, TVIPTC shall not be responsible for any loss, denied boarding, refusal of entry, illness, additional expense or disruption arising from the Traveller's failure to comply with applicable health, vaccination or medical documentation requirements.

16. FREQUENT FLYER PROGRAMMES

16.1. Travellers who wish to earn frequent flyer points, miles, status credits or other loyalty benefits should provide their applicable frequent flyer membership details at

the time of booking or add those details directly to the relevant airline reservation where permitted. Where the Traveller provides the membership information to TVIPTC, TVIPTC will, where reasonably possible, submit the information to the relevant airline on the Traveller's behalf.

16.2. TVIPTC cannot guarantee that any airline, Supplier or loyalty programme will award points, miles, status credits or other loyalty benefits in respect of a particular booking. Eligibility for loyalty benefits may depend on factors including:

- 16.2.1.** the airline;
- 16.2.2.** operating and ticketing carrier;
- 16.2.3.** booking or fare class;
- 16.2.4.** route;
- 16.2.5.** ticket type;
- 16.2.6.** loyalty programme rules; and
- 16.2.7.** the Traveller's membership status.

16.3. The Traveller is responsible for checking that any applicable frequent flyer membership details have been correctly recorded and for retaining boarding passes and other documentation that may be required to claim missing points or miles.

16.4. Any query relating to missing points, miles, status credits or other loyalty benefits must be directed to the relevant airline, Supplier or loyalty programme. Travellers should raise any missing-credit query within the timeframe prescribed by the relevant loyalty programme and preferably no later than six (6) months after completion of travel.

16.5. TVIPTC cannot confirm or guarantee any upgrade request, whether the requested upgrade is to be obtained using:

- 16.5.1.** frequent flyer points or miles;
- 16.5.2.** loyalty programme benefits;
- 16.5.3.** upgrade vouchers;
- 16.5.4.** cash payments; or
- 16.5.5.** any other upgrade mechanism.

16.6. Where a particular booking or fare class is purchased with the intention of subsequently upgrading, the Traveller acknowledges that upgrade eligibility and availability are controlled by the relevant airline and cannot be guaranteed by TVIPTC. Fares described as upgradeable remain subject to airline availability, fare rules and loyalty programme requirements at the time the upgrade is requested.

16.7. The inability to obtain an anticipated upgrade does not constitute grounds for cancellation or refund of an otherwise correctly booked and issued ticket, except where otherwise provided by the applicable Supplier terms or law.

17. CONFIRMING TRAVEL SCHEDULE CHANGES

17.1. Airlines, rail operators, ferry companies and other transport Suppliers may amend departure times, arrival times, flight numbers, routes, terminals, platforms or other schedule details after a booking or ticket has been confirmed. The Traveller is therefore responsible for reconfirming all scheduled travel arrangements at least twenty-four (24) hours prior to departure.

17.2. Travellers should confirm the latest travel schedule by one or more of the following methods:

17.2.1. completing online check-in where available;

17.2.2. downloading the relevant airline or Supplier's official mobile application and enabling push notifications and travel updates;

17.2.3. checking the relevant airline or Supplier's official website;

17.2.4. confirming the latest schedule with their TVIPTC travel expert or account manager; and/or

17.2.5. contacting the relevant Supplier directly.

17.3. The Traveller is responsible for ensuring that the contact information associated with the relevant airline or Supplier booking is accurate and monitored so that schedule-change notifications can be received where available.

17.4. Travellers remain responsible for arriving at the relevant airport, railway station, bus terminal, ferry port or other departure point sufficiently in advance of the confirmed departure time and in accordance with the applicable Supplier's check-in and boarding requirements.

17.5. Where TVIPTC becomes aware of a material schedule change affecting a booking, TVIPTC will use reasonable efforts to communicate the information to the Traveller using the contact details available to TVIPTC. This does not remove the Traveller's responsibility to reconfirm travel schedules before each journey segment.

17.6. To the extent permitted by applicable law, TVIPTC shall not be responsible for losses arising solely from a Traveller's failure to check updated schedules, monitor Supplier communications, complete required check-in procedures or arrive at the relevant departure point within the required timeframe.

18. LIQUIDS, AEROSOLS, GELS AND POWDERS

18.1. Strict aviation security regulations apply to the carriage of liquids, aerosols, gels and powders in hand luggage on international flights. Subject to the requirements of the relevant airport, airline, security authority and jurisdiction, these restrictions generally include the following:

18.1.1. liquids, aerosols and gels must be carried in individual containers with a maximum capacity of one hundred (100) millilitres each;

18.1.2. the total capacity of liquids, aerosols and gels carried within the applicable security bag may not exceed one (1) litre;

18.1.3. the applicable containers must be placed inside a transparent, resealable plastic bag;

18.1.4. inorganic powders may be subject to additional restrictions and, where the applicable limit is imposed, must generally be carried in quantities not exceeding three hundred and fifty (350) millilitres by volume or three hundred and fifty (350) grams by weight; and

18.1.5. the applicable security bag must be capable of being opened and resealed and must be presented separately for inspection at airport security where required.

18.2. Different or additional restrictions may apply to items including:

18.2.1. medication;

18.2.2. baby food and infant liquids;

18.2.3. duty-free purchases;

18.2.4. medical equipment;

18.2.5. dietary products; and

18.2.6. powders, liquids or other substances subject to destination-specific security requirements.

18.3. Aviation security requirements may differ between countries, airports, airlines and transit points and may change without prior notice. The Traveller is responsible for checking and complying with the security requirements applicable to every airport and flight forming part of the journey.

18.4. Where a Traveller is uncertain whether a particular item may be carried in hand luggage or checked baggage, the Traveller should verify the requirement directly with the relevant airline, airport or aviation security authority before departure.

18.5. To the extent permitted by applicable law, TVIPTC shall not be responsible for any item that is confiscated, surrendered, delayed, refused carriage or otherwise

restricted by an airline, airport or security authority as a result of applicable aviation security regulations.

19. TAXES

19.1. The Traveller shall be responsible for any additional tax, levy, fee or governmental charge imposed by a country, city, municipality, airport, accommodation provider or other relevant authority where such amount is not included in the confirmed price of the travel arrangements booked through TVIPTC. Such charges may include, but are not limited to:

19.1.1. local city taxes;

19.1.2. tourism taxes or levies;

19.1.3. accommodation or hotel taxes;

19.1.4. resort fees;

19.1.5. environmental or sustainability levies;

19.1.6. airport or departure taxes; and

19.1.7. any other locally payable tax, levy or compulsory charge applicable to the Traveller or the relevant travel service.

19.2. Certain taxes, levies or charges may only be payable locally at the destination and may therefore not be capable of being prepaid or included in the Traveller's TVIPTC invoice. Where such charges apply, payment remains the responsibility of the Traveller.

19.3. Taxes and local levies may be introduced, amended or increased by the relevant authorities after a booking has been confirmed. TVIPTC has no control over such changes and, where an additional tax or levy becomes payable directly by the Traveller, the Traveller shall remain responsible for payment thereof.

19.4. It is the Traveller's responsibility to comply with all applicable South African Revenue Service ("SARS") customs and declaration requirements relating to personal items, goods, currency or other property taken out of or brought into South Africa. Where required, the Traveller is responsible for declaring relevant personal items or goods to SARS prior to departure and/or upon return to South Africa.

19.5. TVIPTC does not provide tax or customs advice. Where a Traveller is uncertain regarding any tax, customs, currency or declaration obligation applicable to their individual circumstances, the Traveller should obtain guidance directly from SARS or another appropriately qualified authority or adviser.

20. FORCE MAJEURE

20.1. For purposes of these Terms and Conditions, a “Force Majeure Event” means any event, circumstance or combination of circumstances beyond the reasonable control of TVIPTC and/or the relevant Supplier that prevents, delays, disrupts or materially affects the performance of any travel arrangement or obligation under these Terms and Conditions. A Force Majeure Event may include, but is not limited to:

20.1.1. strikes, lockouts or other industrial action;

20.1.2. terrorism, threatened terrorism or security incidents;

20.1.3. war, invasion, acts of foreign enemies, hostilities or armed conflict, whether war is formally declared or not;

20.1.4. civil war, mutiny, rebellion, revolution, insurrection, civil unrest or military or usurped power;

20.1.5. epidemics, pandemics, disease outbreaks, quarantine requirements or public-health emergencies;

20.1.6. confiscation, destruction, requisition or other action by a government, public authority or regulatory body;

20.1.7. sanctions, embargoes, trade restrictions, prevention or denial of trade;

20.1.8. closure or restriction of international, national or regional borders;

20.1.9. closure, suspension, denial or unavailability of any railway, railway station, port, airport, shipping service, airline service, road, ferry service or other form of public or commercial transport, except where caused directly by TVIPTC’s own default;

20.1.10. natural disasters, including earthquakes, floods, fires, volcanic activity, hurricanes, cyclones or other severe weather events;

20.1.11. widespread interruption or failure of utilities, communications, infrastructure or essential services;

20.1.12. governmental travel restrictions, emergency regulations or changes to entry or exit requirements; and

20.1.13. any other event or circumstance beyond the reasonable control of TVIPTC and/or the relevant Supplier that could not reasonably have been prevented or avoided.

20.2. Where TVIPTC becomes aware that a Force Majeure Event is preventing, delaying or materially affecting the performance of any confirmed travel arrangement, TVIPTC will, insofar as reasonably possible and to the extent that the relevant information is available to TVIPTC, notify the Traveller in writing of:

20.2.1. the nature of the Force Majeure Event;

20.2.2. the travel arrangements or obligations affected;

20.2.3. the anticipated duration of the disruption, where this is reasonably known; and

20.2.4. any alternative arrangements or Supplier options available at that time.

20.3. Where TVIPTC is prevented or delayed from performing any obligation as a direct result of a Force Majeure Event, TVIPTC shall be excused from performance or punctual performance of the affected obligation for the duration and to the extent of the Force Majeure Event.

20.4. TVIPTC shall not be liable for any loss, damage, delay, additional expense, cancellation, missed connection, curtailment or other consequence arising directly from a Force Majeure Event or from circumstances beyond TVIPTC's reasonable control. This clause does not exclude liability for any loss caused directly by TVIPTC's own breach, negligence, gross negligence or unlawful conduct where such liability cannot lawfully be excluded.

20.5. Where a Force Majeure Event affects a service supplied by an independent Supplier, the Traveller's rights regarding cancellation, amendment, credit or refund will be determined by:

20.5.1. the terms and conditions of the relevant Supplier;

20.5.2. the options made available by the relevant Supplier;

20.5.3. amounts already paid or irreversibly committed to the Supplier.

TVIPTC will, where reasonably possible, assist the Traveller in communicating with the relevant Supplier and understanding the options made available.

20.6. Refunds or compensation arising from a Force Majeure Event may, depending upon the relevant Supplier's terms and applicable law, be provided in the form of:

20.6.1. a cash refund;

20.6.2. an open ticket;

20.6.3. a travel voucher;

20.6.4. a future travel credit;

20.6.5. rebooking or rescheduling; or

20.6.6. another alternative arrangement offered by the Supplier.

The amount, method and conditions of any Supplier refund, credit or alternative shall be determined in accordance with the relevant Supplier's terms.

20.7. Suppliers may exclude certain amounts from any refund, including transaction fees, booking fees, service charges, payment processing costs or other non-refundable amounts. TVIPTC shall not be required to refund any transaction fee, service fee, payment processing charge or other amount that has not itself been refunded or recovered from the relevant Supplier or service provider.

20.8. Where alternative travel arrangements are reasonably available following a Force Majeure Event, TVIPTC reserves the right to offer the Traveller such alternatives. Alternative arrangements may include:

- 20.8.1.** different travel dates;
- 20.8.2.** alternative flights or transport;
- 20.8.3.** alternative accommodation;
- 20.8.4.** replacement destinations or routes;
- 20.8.5.** travel credits or vouchers; or
- 20.8.6.** other reasonable substitute arrangements.

Where an alternative carries an additional cost imposed by a Supplier, the Traveller will be advised of the applicable difference before the alternative is confirmed.

20.9. The Traveller is not obliged to accept an alternative arrangement offered by TVIPTC or a Supplier. Where the Traveller declines an available alternative, any cancellation, refund, credit or other financial consequence shall be determined according to the relevant Supplier's terms.

20.10. Where the Traveller elects not to proceed with the alternatives made available and no further reasonable assistance can be provided by TVIPTC, TVIPTC may conclude its involvement in attempting to rearrange the affected travel service once the Traveller has been informed of the available options and any applicable Supplier consequences.

20.11. Claims or disputes arising directly from a Supplier's response to a Force Majeure Event, including the Supplier's cancellation, refund, credit or rebooking decision, must ordinarily be directed to the relevant Supplier where that decision falls within the Supplier's responsibility. TVIPTC will not assume responsibility for a Supplier's obligations merely because TVIPTC facilitated the original booking.

20.12. Any additional costs incurred as a consequence of a Force Majeure Event, including additional accommodation, meals, transport, alternative flights, visa costs or other incidental expenses, shall be for the Traveller's account unless:

- 20.12.1.** the relevant Supplier agrees to bear or reimburse those costs;
- 20.12.2.** the Traveller's travel insurance provides cover; or
- 20.12.3.** applicable law provides otherwise.

For this reason, TVIPTC strongly recommends that Travellers obtain comprehensive travel insurance providing appropriate cover for travel disruption, cancellation and other unforeseen events.

21. FEEDBACK AND COMPLAINTS

21.1. TVIPTC is committed to addressing legitimate concerns regarding travel arrangements booked through TVIPTC as efficiently and fairly as reasonably possible. Where the Traveller experiences any problem, dissatisfaction or service failure during the journey, the Traveller should notify TVIPTC and/or the relevant Supplier as soon as reasonably possible while the Traveller is still travelling, so that there is a reasonable opportunity to investigate the matter and, where possible, rectify the problem or mitigate any resulting loss.

21.2. Any formal complaint or claim relating to travel arrangements booked through TVIPTC should be submitted to TVIPTC in writing within ninety-six (96) hours after the Traveller's return from the journey. The written complaint should include, where applicable:

21.2.1. the Traveller's name and booking details;

21.2.2. a clear description of the complaint or incident;

21.2.3. the date and location of the incident;

21.2.4. details of any steps taken to report or resolve the matter during the journey;

21.2.5. relevant photographs, receipts, correspondence or other supporting documentation; and

21.2.6. details of the resolution sought by the Traveller.

Prompt notification allows TVIPTC a fair opportunity to investigate the circumstances, obtain information from the relevant Suppliers and determine whether any reasonable remedy is available.

21.3. Failure to report a problem promptly while travelling, or to submit a complaint within the period specified above, may materially prejudice TVIPTC's and/or the Supplier's ability to investigate, verify or remedy the matter and may therefore affect the Traveller's claim.

21.4. Where a complaint or claim relates directly to the service, act, omission or performance of an independent Supplier, the Traveller may be required to submit the claim directly to that Supplier. TVIPTC will, where reasonably possible and appropriate, assist the Traveller with identifying or communicating with the relevant Supplier, but such assistance does not constitute an assumption by TVIPTC of the Supplier's obligations or liability.

21.5. Any lost, delayed, damaged or stolen checked baggage must be reported to the relevant airline or baggage-handling representative before leaving the airport, wherever reasonably possible. The Traveller should obtain and retain any applicable:

21.5.1. Property Irregularity Report ("PIR");

21.5.2. baggage claim reference;

21.5.3. police or security report where applicable;

21.5.4. receipts for emergency purchases; and

21.5.5. other supporting documentation required by the airline or travel insurer.

Failure to report baggage irregularities within the airline's required timeframe may affect the Traveller's ability to recover compensation.

21.6. TVIPTC acts as an agent and intermediary in relation to travel services supplied by independent Suppliers and does not own, operate or directly control those Supplier services. TVIPTC shall not be responsible for death, personal injury, loss, damage or other consequences arising directly from the independent act, omission, negligence, service or product of a Supplier, except to the extent that the relevant loss was caused by TVIPTC's own breach, negligence or unlawful conduct.

21.7. TVIPTC exercises reasonable care when selecting Suppliers but cannot independently guarantee the safety standards, operational performance, service quality or continued performance of every Supplier used during a journey. Supplier services remain subject to the applicable Supplier's terms, operating conditions and legal obligations.

21.8. Confirmation of a booking by the Traveller constitutes acceptance of the travel arrangements confirmed at that time and acknowledgement that those arrangements are subject to:

21.8.1. these Terms and Conditions; and

21.8.2. the terms and conditions of the relevant Suppliers.

22. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

22.1. TVIPTC is committed to protecting the personal information of Travellers and to processing personal information responsibly and in accordance with the Protection of Personal Information Act No. 4 of 2013 ("POPIA") and other applicable data protection laws.

22.2. By making an enquiry, requesting a quotation, confirming a booking or otherwise providing personal information to TVIPTC, the Traveller acknowledges that TVIPTC may collect and process personal information where reasonably necessary to:

22.2.1. respond to travel enquiries;

22.2.2. prepare quotations and proposed itineraries;

22.2.3. make, administer and manage travel bookings;

22.2.4. issue invoices and process payments;

22.2.5. communicate with the Traveller regarding travel arrangements;

22.2.6. arrange flights, accommodation, transport, tours, activities, car rentals and other travel services;

22.2.7. provide travel documentation;

22.2.8. assist with changes, cancellations, disruptions or emergencies;

22.2.9. provide support before, during and after travel;

22.2.10. comply with legal, regulatory, accounting and record-keeping obligations; and

22.2.11. otherwise perform TVIPTC's obligations in connection with the Traveller's enquiry or booking.

22.3. Personal information processed by TVIPTC may include, where reasonably required for the relevant travel arrangements:

22.3.1. names and surnames;

22.3.2. contact information;

22.3.3. dates of birth;

22.3.4. identity and passport information;

22.3.5. nationality and citizenship information;

22.3.6. travel preferences and requirements;

22.3.7. booking and itinerary information;

22.3.8. payment and transaction information;

22.3.9. loyalty or frequent flyer information;

22.3.10. information concerning special requests; and

22.3.11. any other information reasonably necessary to arrange or administer the Traveller's journey.

22.4. The Traveller acknowledges that arranging international travel necessarily requires TVIPTC to disclose certain personal information to independent Suppliers and service providers involved in fulfilling the Traveller's booking. Such recipients may include, but are not limited to:

22.4.1. airlines;

22.4.2. hotels and other accommodation providers;

22.4.3. wholesalers and booking platforms;

22.4.4. rail, coach, ferry and cruise operators;

22.4.5. transfer and transport providers;

22.4.6. car rental companies;

22.4.7. tour, excursion and activity providers;

22.4.8. travel insurance providers;

22.4.9. visa service providers where applicable;

22.4.10. payment processors and financial service providers; and

22.4.11. other service providers reasonably necessary to facilitate the Traveller's travel arrangements.

22.5. By providing personal information for the purpose of arranging travel, the Traveller authorises TVIPTC, to the extent permitted by applicable law, to disclose the information reasonably necessary to the relevant Suppliers and service providers for the purpose of quoting, booking, confirming, administering and fulfilling the Traveller's travel arrangements. TVIPTC will endeavour to disclose only the information reasonably necessary for the relevant purpose.

22.6. International travel may require personal information to be transferred to or processed by Suppliers, booking systems or service providers located outside South Africa. The Traveller acknowledges that foreign countries may have data protection laws that differ from those applicable in South Africa. Where personal information is transferred internationally, TVIPTC will process and disclose such information in accordance with applicable legal requirements and for purposes reasonably connected with arranging or administering the Traveller's journey.

22.7. Where a Traveller provides TVIPTC with personal information relating to another Traveller, the person making the booking confirms that they are authorised to provide that information to TVIPTC for the purposes of arranging and administering the relevant travel services. The person making the booking is responsible for ensuring that the other Traveller is aware that their personal information may be processed and shared with relevant Suppliers for those purposes.

22.8. TVIPTC will take reasonable and appropriate technical and organisational measures to safeguard personal information under its control against:

22.8.1. loss;

22.8.2. unauthorised access;

22.8.3. unlawful processing;

22.8.4. destruction;

22.8.5. alteration;

22.8.6. disclosure; and

22.8.7. misuse.

22.9. Travellers acknowledge that no electronic communication or data-storage system can be guaranteed to be completely secure. Travellers are likewise responsible for protecting their own email accounts, devices, passwords, travel documentation and other information against unauthorised access or fraud.

22.10. TVIPTC may retain personal information for as long as reasonably necessary to:

- 22.10.1.** administer and complete the Traveller's booking;
- 22.10.2.** provide post-travel assistance;
- 22.10.3.** maintain appropriate business and accounting records;
- 22.10.4.** resolve complaints or disputes;
- 22.10.5.** establish, exercise or defend legal rights; and
- 22.10.6.** comply with applicable legal, regulatory, tax and record-retention requirements.

Personal information will not knowingly be retained for longer than reasonably necessary for the purpose for which it was collected, subject to applicable legal obligations.

22.11. TVIPTC may monitor, retain, process or disclose information where reasonably necessary or legally required to:

- 22.11.1.** comply with applicable laws or regulations;
- 22.11.2.** respond to a lawful court order, subpoena or legal process;
- 22.11.3.** comply with a lawful request from a governmental, regulatory, law-enforcement or other competent authority;
- 22.11.4.** prevent or investigate fraud or unlawful activity;
- 22.11.5.** protect TVIPTC's legal rights; or
- 22.11.6.** protect the rights, safety or legitimate interests of Travellers, Suppliers or other persons where permitted by law.

22.12. TVIPTC may use and disclose aggregated, statistical or anonymised information relating to matters such as:

- 22.12.1.** website usage;
- 22.12.2.** enquiry patterns;
- 22.12.3.** destination trends;
- 22.12.4.** sales and trading patterns; and

22.12.5. general business performance, provided that such information does not identify an individual Traveller.

22.13. Subject to POPIA and other applicable law, a Traveller may have rights relating to their personal information, including the right to:

22.13.1. request access to personal information held by TVIPTC;

22.13.2. request correction or updating of inaccurate personal information;

22.13.3. request deletion or destruction of personal information where legally permissible;

22.13.4. object to certain processing of personal information where legally permitted; and

22.13.5. raise a concern regarding TVIPTC's processing of personal information.

22.14. Where a Traveller requests deletion, restriction or alteration of personal information that is necessary to administer an existing booking, TVIPTC will explain where the request may affect its ability or a Supplier's ability to continue providing the relevant travel services.

22.15. Personal information supplied to independent Suppliers is also subject to the privacy policies, systems and legal obligations of those Suppliers. TVIPTC does not control the independent processing practices of third-party Suppliers, except to the extent that applicable law imposes obligations on TVIPTC in relation to such processing.

22.16. Nothing in this clause limits any rights afforded to the Traveller or obligations imposed upon TVIPTC under POPIA or any other applicable data protection law.

23. LEGAL FEES

23.1. Should TVIPTC be required to engage attorneys, legal representatives, collection agents or other professional advisers in order to enforce any right or obligation arising under these Terms and Conditions, recover any amount lawfully due to TVIPTC, or defend or pursue legal proceedings arising from the Traveller's breach of these Terms and Conditions, TVIPTC shall be entitled to recover its legal costs from the Traveller where TVIPTC is successful, subject to applicable law.

23.2. Where legally permissible and awarded or recoverable, such legal costs may be recovered on the attorney-and-own-client scale, together with any lawful collection costs, court fees, disbursements and other expenses reasonably incurred in enforcing TVIPTC's rights.

23.3. Nothing in this clause shall entitle TVIPTC to recover legal fees, collection costs or other expenses that are not lawfully recoverable from the Traveller.

24. GOVERNING LAW AND JURISDICTION

24.1. These Terms and Conditions, and any booking, transaction, dispute or legal relationship arising from or connected with them, shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

24.2. Subject to any applicable law providing otherwise, the Parties submit to the exclusive jurisdiction of the courts of the Republic of South Africa in respect of any dispute, claim or legal proceedings arising from or relating to:

24.2.1. these Terms and Conditions;

24.2.2. any travel arrangements booked through TVIPTC;

24.2.3. the interpretation, validity or enforcement of these Terms and Conditions; or

24.2.4. the relationship between TVIPTC and the Traveller.

24.3. Nothing in this clause shall limit or exclude any right of the Traveller or TVIPTC to approach any court, tribunal, regulatory body or other forum where such right cannot lawfully be excluded or restricted.

25. SOLE RECORD OF AGREEMENT

25.1. These Terms and Conditions, together with the Traveller's confirmed invoice, itinerary, quotation or journey option, booking confirmations and any written amendments or additional terms expressly agreed between the Parties, constitute the entire agreement between TVIPTC and the Traveller in relation to the relevant travel arrangements.

25.2. The Parties shall not be bound by any representation, statement, undertaking, warranty, promise or term relating to the booking that is not recorded in:

25.2.1. these Terms and Conditions;

25.2.2. the confirmed booking documentation;

25.2.3. the applicable invoice, quotation, journey option or itinerary; or

25.2.4. subsequent written correspondence or amendments expressly agreed between the Parties.

25.3. No verbal statement, discussion, representation or undertaking made before or after confirmation of the booking shall amend or override the written agreement between the Parties unless the relevant amendment is confirmed in writing by TVIPTC.

25.4. Where any specific written term contained in a confirmed booking document expressly differs from a general provision of these Terms and Conditions in relation to that particular booking, the specific written booking term shall apply to that booking to the extent of the inconsistency, subject always to applicable law.

25.5. Nothing in this clause excludes or limits any representation, warranty, right or obligation that cannot lawfully be excluded or limited under applicable law.

26. WAIVERS

26.1. No relaxation, extension of time, indulgence, concession or other accommodation granted by TVIPTC to the Traveller shall constitute or be deemed to constitute a waiver of any of TVIPTC's rights under these Terms and Conditions.

26.2. Any failure or delay by TVIPTC in exercising or enforcing any right, power or remedy shall not:

26.2.1. constitute a waiver of that right, power or remedy;

26.2.2. prevent TVIPTC from subsequently exercising or enforcing that right, power or remedy; or

26.2.3. prevent TVIPTC from exercising or enforcing any other right, power or remedy available to it.

26.3. The partial or single exercise of any right, power or remedy by TVIPTC shall not prevent the further exercise of that right, power or remedy or the exercise of any other right, power or remedy.

26.4. Any waiver by TVIPTC of a particular breach or default by the Traveller shall apply only to that specific breach or default and shall not constitute a waiver of:

26.4.1. any previous breach or default;

26.4.2. any subsequent breach or default; or

26.4.3. any other obligation arising under these Terms and Conditions.

26.5. Any waiver of a right by TVIPTC shall be effective only if it is expressly confirmed in writing by TVIPTC.

27. INTELLECTUAL PROPERTY

27.1. All intellectual property owned, developed, created or lawfully used by TVIPTC shall remain the sole and exclusive property of TVIPTC or, where applicable, the relevant third-party rights holder.

27.2. TVIPTC's intellectual property includes, but is not limited to:

- 27.2.1.** trademarks, trade names, logos and branding;
- 27.2.2.** website content and design;
- 27.2.3.** journey concepts and itinerary designs;
- 27.2.4.** travel itineraries, journey options and proposals;
- 27.2.5.** logistical notes, travel guides, destination information and supporting documentation;
- 27.2.6.** written content, descriptions and marketing material;
- 27.2.7.** photographs, graphics, illustrations, videos and other visual material owned by TVIPTC;
- 27.2.8.** templates, document designs and layouts;
- 27.2.9.** databases, compilations and proprietary business information; and
- 27.2.10.** any other copyright works, proprietary material or intellectual property belonging to TVIPTC.

27.3. Travel documentation and other materials supplied to a Traveller by TVIPTC may be used by the Traveller for their personal use in connection with the relevant journey. Provision of such material does not transfer ownership of any intellectual property to the Traveller.

27.4. Unless TVIPTC has provided prior written permission, no person may reproduce, copy, modify, publish, distribute, sell, commercially exploit or otherwise use TVIPTC's proprietary material for any commercial purpose.

27.5. Nothing contained in these Terms and Conditions or supplied to the Traveller shall be interpreted as granting any licence, ownership interest or other intellectual property right in favour of the Traveller, except for the limited personal use necessary to make use of the relevant travel arrangements.

27.6. Intellectual property belonging to airlines, hotels, tourism authorities, Suppliers or other third parties remains the property of the applicable rights holder and is subject to that party's applicable intellectual property rights.

27.7. Nothing in this clause restricts any use of material that is expressly permitted by applicable law or authorised in writing by the relevant intellectual property rights holder.

28. NOTICES AND LEGAL PROCESS

28.1. Any notice, demand, communication or other document required or permitted to be given under these Terms and Conditions must be in writing.

28.2. Notices, formal communications and legal process intended for TVIPTC may be delivered electronically to: info@theviptravelcompany.com

28.3. Notwithstanding anything to the contrary contained in these Terms and Conditions, any written notice or communication actually received by a Party shall constitute valid and adequate notice, even if it was not delivered strictly in accordance with the provisions of this clause.

28.4. The Traveller is responsible for ensuring that the email address and contact details supplied to TVIPTC remain accurate and current for the duration of the booking and journey. Unless TVIPTC is notified in writing of any change, TVIPTC shall be entitled to use the most recent contact information supplied by the Traveller.

28.5. Nothing in this clause prevents TVIPTC from communicating ordinary booking information, invoices, payment reminders, travel documentation, schedule changes or other operational correspondence through the Traveller's nominated email address, telephone number, WhatsApp number or other communication channel used between the Parties.

29. SEVERABILITY

29.1. If any provision, or any part of a provision, of these Terms and Conditions is found by a court or other competent authority to be invalid, illegal or unenforceable, that provision or part thereof shall, to the extent necessary, be deemed separate and severable from the remaining provisions.

29.2. The invalidity, illegality or unenforceability of any provision or part thereof shall not affect or impair the validity, legality or enforceability of the remaining provisions of these Terms and Conditions, which shall continue in full force and effect.

29.3. Where reasonably possible, any provision found to be invalid, illegal or unenforceable shall be interpreted, limited or modified to the minimum extent necessary to make it valid and enforceable while preserving, as far as legally permissible, the original commercial intention of the provision.

29.4. Where a provision cannot lawfully be interpreted, limited or modified in this manner, that provision shall be severed without affecting the remainder of these Terms and Conditions.

30. ACCEPTANCE

30.1. By confirming a booking, making payment, accepting an invoice or quotation, or otherwise instructing TVIPTC to proceed with travel arrangements, the Traveller acknowledges and confirms that:

30.1.1. the Traveller is eighteen (18) years of age or older and has the legal capacity and authority necessary to enter into this agreement;

30.1.2. the Traveller has been provided with an opportunity to read and understand these Terms and Conditions before confirming the travel arrangements;

30.1.3. the Traveller understands and agrees to be bound by these Terms and Conditions;

30.1.4. the Traveller has reviewed the relevant quotation, journey option, itinerary, invoice and/or booking information and is satisfied that the travel arrangements being confirmed reflect the Traveller's instructions;

30.1.5. the Traveller understands that travel arrangements may also be subject to the terms and conditions of the relevant Suppliers;

30.1.6. the Traveller's decision to make travel arrangements through TVIPTC is made independently and is not based solely upon advice, recommendations or information provided by TVIPTC;

30.1.7. the Traveller has had a reasonable opportunity to ask questions, request clarification and obtain any independent advice the Traveller considers necessary before confirming the booking; and

30.1.8. the Traveller is entering into the travel arrangements freely, voluntarily and without duress.

30.2. Where one person makes a booking, provides information or makes payment on behalf of one or more additional Travellers, that person confirms that they are authorised to act on behalf of those Travellers for purposes of arranging the booking and communicating the relevant travel information.

The person making the booking is responsible for ensuring that all Travellers included in the booking are made aware of these Terms and Conditions and any material terms applicable to their travel arrangements.

30.3. Acceptance of these Terms and Conditions may occur electronically and does not require a handwritten signature where the Traveller's acceptance is otherwise demonstrated through the booking process, including by payment or written instruction to proceed.

30.4. The Traveller acknowledges that confirmation and payment of travel arrangements may result in TVIPTC committing funds to Suppliers and that, once confirmed, the booking will be subject to the applicable payment, cancellation, amendment and refund provisions contained in these Terms and Conditions.

30.5. Nothing in this acceptance clause shall constitute a waiver by the Traveller of any right or protection that cannot lawfully be waived under applicable law.