

TERMS AND CONDITIONS

The VIP Travel Company (Pty) Ltd (“TVIPTC”)

The following Terms and Conditions must be read and understood before confirming any travel arrangements. TVIPTC’s purpose is to deliver outstanding travel experiences to its customers. Do not confirm any booking unless you understand and agree to these Terms and Conditions.

1. INTERPRETATION

- 1.1. Clause and paragraph headings are for reference only and must not be used in interpretation.
- 1.2. Unless the context clearly indicates otherwise, any word connoting: any gender includes the other two genders; the singular includes the plural and vice versa; and natural persons include juristic and artificial persons and vice versa.
- 1.3. If figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 1.4. When any number of days or Business Days is prescribed, such number shall exclude the first day and include the last day, unless the last day falls on a Saturday, Sunday, or a public holiday in South Africa, in which case the last day shall be the next succeeding Business Day.
- 1.5. A reference to an enactment is a reference to that enactment as at the date of acceptance of these Terms and Conditions and as amended or re-enacted from time to time.
- 1.6. The rule of interpretation that an agreement shall be interpreted against the Party responsible for the drafting or preparation of that agreement shall not apply.
- 1.7. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of these Terms and Conditions.
- 1.8. The *eiusdem generis* rule shall not apply. Whenever a provision is followed by the word “including” and specific examples, such examples shall not limit the ambit of the provision.
- 1.9. Where any term is defined within the context of any particular clause, then unless it is clear from the clause that the term has limited application, the term shall bear the meaning ascribed to it for all purposes in these Terms and Conditions, even if it has not been defined in the definitions clause.

2. DEFINITIONS

Unless otherwise stated or inconsistent with the context, the following words bear the meanings below:

- 2.1. Business Day: any day other than a Saturday, Sunday or public holiday in South Africa.
- 2.2. Customer: the Individual Customer, or either of them as the context may indicate. “You” and “Your” have a corresponding meaning.
- 2.3. TVIPTC: TVIPTC (Pty) Ltd (Registration number: 2023/695157/07).
- 2.4. Individual Customer: an individual making bookings in his or her personal capacity.
- 2.5. Parties: TVIPTC and the Customer, and “Party” shall mean either of them as the context may indicate.
- 2.6. POPI: the Protection of Personal Information Act No. 4 of 2013, as amended or re-enacted from time to time, including any regulations promulgated thereunder.
- 2.7. ROE: Rate(s) of Exchange.
- 2.8. South Africa: the Republic of South Africa.
- 2.9. Suppliers: third-party service providers of, including but not limited to, transport, accommodation, car rental, activities and other travel-related products; “Supplier” has a corresponding meaning.
- 2.10. Terms and Conditions: these terms and conditions.
- 2.11. Traveller: a person on whose behalf a booking is made.

3. PAYMENT

- 3.1. TVIPTC accepts the following methods of payment: Cash; Credit and/or debit cards via TVIPTC’s payment partner; Electronic Fund Transfer (EFT); Valid TVIPTC Gift Cards.
- 3.2. Prices are subject to change until payment has been secured either (i) in full, or (ii) in accordance with agreed payment plan deadlines (where applicable).
- 3.3. If a Traveller is on a payment plan as agreed upon with TVIPTC, the quoted rates and availability are strictly dependent on meeting those payment deadlines. Should a payment deadline not be met, the options will be released and any rebooking will be at current rates and at the cost of the Traveller. TVIPTC will notify the Traveller of the overdue payment and release of the options. The Traveller then has the choice to rebook the options at the new adjusted rates. Should no response be received from the Traveller regarding the overdue invoice and the next steps within seven (7) Business Days, the entire booking will be cancelled and any bookings and/or payments made will be forfeited.
- 3.4. TVIPTC will not proceed with any booking until payment is reflected in TVIPTC’s account and/or proof of payment is provided to TVIPTC. The Customer will be

liable for any increase in price due to commercial conditions during the time it takes for funds to reflect in TVIPTC's account.

- 3.5. TVIPTC will communicate with the Customer using the Customer's chosen email address and will issue an invoice in relation to a booking made. The Customer must remain vigilant when using email and maintain appropriate cyber security to prevent fraud or interception of emails. If anything appears suspicious, or if the Customer receives more than one (1) invoice, the Customer must contact TVIPTC immediately before making payment to verify payment details. Failing this, TVIPTC will not be liable for any payment or damages suffered by the Customer. Notwithstanding any incorrect payment, the Customer remains liable to make payment of all amounts due to TVIPTC.
- 3.6. If a booking price as displayed contains an inadvertent and obvious error, TVIPTC is not bound by it after: correcting the error in the displayed price; and taking reasonable steps in the circumstances to inform consumers to whom the erroneous price may have been displayed, of the error and the correct price.
- 3.7. Where a booking price contains an error as contemplated in clause 3.6, which error is not due to TVIPTC's fault, the Customer will be entitled to cancel the booking made, unless the Customer wishes to proceed at the correct price.
- 3.8. It is the responsibility of the Customer to ensure that all Travellers' names (as per identity documentation), identity and/or passport numbers, travel dates, times, departure, destination and routings are correct.
- 3.9. Any mistakes in name, gender or other relevant Traveller details may result in forfeiture of the ticket and new tickets may need to be issued at the Traveller's cost.
- 3.10. The Traveller is solely responsible for liaising with the airline to fix errors regarding name, gender or other relevant details. Any losses incurred due to incorrect details provided or failure to act promptly are solely the responsibility of the Traveller.

4. PRICE AND AVAILABILITY

- 4.1. All prices are quoted in South African Rand. Prices are valid at the time of quotation and can only be guaranteed once payment has been received from the Individual Customer. TVIPTC cannot be held liable for any increase to the quoted price during the time it takes for payment to reflect in TVIPTC's account.
- 4.2. The following commercial conditions apply to quotations and supply of services and products:

- 4.2.1. Price variation: If the ROE is applicable, the ROE on the day of quotation will apply. Should the ROE increase at the date payment reflects in TVIPTC's account, such increase will be for the Customer's account and payable in addition to the total quoted price;
- 4.2.2. Availability: All quotations are subject to availability from Suppliers. If a product is no longer available, an alternative may be quoted at an updated price;
- 4.2.3. Deposits: Where a deal allows payment by deposit, the deposit secures rates and dates. Deposits are non-refundable and are sent to Suppliers to secure the Traveller's option.

5. CANCELLATIONS OR CHANGES

- 5.1. TVIPTC must be notified of all cancellations or changes in writing prior to departure. The Customer will be liable for cancellation or date change penalties if travel arrangements are changed or cancelled by the Customer.
- 5.2. Cancellation or date change penalties may amount up to the full purchase price, subject to, among other things, when the travel arrangements are cancelled, the Supplier's cancellation policy and fare rules.
- 5.3. Travel bookings are non-transferable and name changes are not permitted.
- 5.4. You will forfeit the fare if you do not fly and/or do not notify the airline or your travel expert of your intent not to travel prior to your scheduled departure.
- 5.5. Tickets must be travelled in the sequence booked. If not, the ticket may be forfeited.
- 5.6. All bookings are non-refundable unless otherwise specified. Travel insurance is strongly recommended.

6. REFUNDS

- 6.1. As mentioned in clause 5.6, bookings are non-refundable unless otherwise specified. However, where Suppliers agree to refund a portion (if applicable), the Traveller will be notified in writing.
- 6.2. Such refunds (if applicable) can take up to twelve (12) weeks to be received and/or processed, depending on Supplier and airline processes and timelines.
- 6.3. Refunds must be requested in writing prior to commencement of travel and will be subject to the cancellation policy of the relevant Supplier.

- 6.4. Refunds may be in the form of open tickets, vouchers or cash depending on relevant Supplier terms and conditions. Refund amounts are at the sole discretion of the relevant Supplier. The Supplier is not obliged to refund any transaction fees or dividends in the event of a refund.
- 6.5. Non-refundable tickets will not be eligible for refund methods as set out in clause
- 6.6. TVIPTC is not obliged to refund any transaction fees or dividends in the case of any refund.

7. AGENCY AND SUPPLIERS

- 7.1. TVIPTC acts as an agent and sells various travel-related products as agent on behalf of numerous transport, accommodation and other service providers such as visa Suppliers, airlines, coach, rail and cruise line operators, as well as wholesalers. TVIPTC's obligation to the Customer is to (and the Customer hereby expressly authorises TVIPTC to) make travel bookings as agent on the Customer's behalf and to arrange relevant contracts between the Customer and Suppliers.
- 7.2. TVIPTC charges a fair and reasonable service fee to book travel on the Customer's behalf.
- 7.3. TVIPTC exercises care in selecting reputable Suppliers, but has no control over, or liability for, the services provided by Suppliers. All enquiries and business conducted with Suppliers are subject to Supplier terms and conditions. Any claims or disputes regarding your journey that are not part of TVIPTC's responsibilities must be directed to the relevant Supplier.
- 7.4. In the event that any hotel, accommodation, flight, transfer, tour, activity, or other travel service is incorrectly priced or misquoted to The VIP Travel Company by a supplier, service provider, booking platform, airline, hotel, or other third party, The VIP Travel Company reserves the right to substitute the affected service with a suitable alternative of a similar standard and within the same or comparable price category. Where no suitable alternative is available within the original price category, the traveller will be advised of the available alternatives and any applicable difference in price before further arrangements are made.
- 7.5. Any legal rights the Customer may have in connection with the provision of travel services are against the specific Supplier and, except to the extent that a problem is caused by TVIPTC's fault, are not against

8. TRAVEL INSURANCE

- 8.1. Travel insurance is strongly recommended for all travel.
- 8.2. Once an insurance policy has been confirmed and paid for, the Traveller will be issued a policy document by the insurer. A copy will be emailed to the Traveller and TVIPTC recommends that the Traveller reads and understands the policy

before travel commences.

- 8.3. For any queries or to lodge a claim, contact the insurer directly.
- 8.4. For assistance in obtaining travel insurance, contact a travel expert at TVIPTC who can facilitate the issuing of travel insurance.

9. PASSPORTS AND TRAVEL DOCUMENTS

- 9.1. Passports are required for all passengers, including infants, for international travel.
- 9.2. Passports and travel documents must comply with the following requirements:
 - 9.2.1. valid for at least six (6) months after the date of return;
 - 9.2.2. have a minimum of two (2) blank pages;
 - 9.2.3. be in the name appearing on the Traveller's passport.
- 9.3. Temporary passports are not accepted in most countries.
- 9.4. Most countries require machine-readable passports. It is the Customer's responsibility to ensure compliance.
- 9.5. The Customer and/or Traveller indemnifies TVIPTC against any errors and any related costs where any Traveller's passport has not been issued by the Department of Home Affairs at the date of completing the booking.
- 9.6. South African permanent residents travelling on a foreign passport must ensure they hold the required documentation to travel, including but not limited to visas.
- 9.7. The onus is on the Traveller, especially where the Traveller has obtained citizenship by naturalization, to ensure they travel with the correct travel documents.
- 9.8. Documentary identification is required for infants travelling.
- 9.9. Identification is required for all passengers travelling domestically. Airlines require presentation of a South African identity document or South African driver's licence for domestic travel.

10. VISAS

- 10.1. Visas are required for South African passport holders to travel to most destinations, including but not limited to the UK, USA, Europe, Canada and Australia. A Schengen visa is required when transiting twice in any European country or countries.
- 10.2. It is the Customer's responsibility to check visa requirements with the consulate or embassy of each country being visited, including stopovers, ports and transits. Customers must also check border crossings and any ocean border crossings, as a visa may be required according to the maritime law of the country concerned. If visa Suppliers or the relevant consulate or embassy do not provide correct advice, any claims must be made directly to the relevant party. If

entry into any country is denied, this may be due to customs, internal security or home affairs matters and is outside TVIPTC and visa Supplier control. TVIPTC cannot be held liable for any claims related to working visas, student visas or residency permits.

- 10.3. Visa processing times vary and generally take between a minimum of five (5) Business Days and up to thirty (30) Business Days. Delays may occur during peak season. In some cases, a visa may only be released 24 (twenty-four) hours prior to departure or on the day of departure. Travellers are strongly advised to allow sufficient time for visa processing.
- 10.4. Full responsibility is on the Traveller to be aware of the visa requirements and the visa process of their selected destination.
- 10.5. Certain visas must be printed prior to travel and presented along with the passport.
- 10.6. Immigration may require supporting documentation in addition to a passport and visa, which may include (but is not limited to): three (3) months bank statements, proof of accommodation or tour, a host letter at the final destination, an employer letter confirming intent to return to employment, or a letter from a tertiary institution confirming enrolment.
- 10.7. By accepting these Terms and Conditions, the Customer confirms they have been made aware that a visa may be required, including for transits, stopovers or port entries. The Customer further confirms that the consultant has taken reasonable steps to ensure that the Customer is aware that Suppliers may assist with visa applications at a fee, and that the Customer may accept or decline such assistance.
- 10.8. The Customer indemnifies and holds harmless TVIPTC against all suits, actions, claims, judgments, direct and/or consequential damages or losses, liabilities, and all costs and expenses arising from Supplier services (or omissions), an unsuccessful or late visa, or any delay in obtaining a visa for the relevant travel.

11. TRAVELLING WITH CHILDREN

- 11.1. From 1 June 2015, all children under the age of 18 (eighteen) require the following:
 - 11.1.1. unabridged birth certificates to travel internationally in and out of South Africa;
 - 11.1.2. if travelling with one parent, consent in the form of an affidavit from the other parent is required, as well as an unabridged birth certificate;
 - 11.1.3. if travelling with no parents, consent in the form of affidavits from both parents is required, as well as an unabridged birth certificate;
 - 11.1.4. refer to the Department of Home Affairs website for information on minors travelling internationally;

11.1.5. ages of children and infants travelling must relate to the dates of travel.

12. CAR RENTAL

- 12.1. The designated driver must present a South African driver's licence along with an international driver's licence when renting a car overseas. The designated driver must present a valid credit card in the name of the designated driver when collecting the car rental.
- 12.2. The designated driver must present a South African driver's licence when collecting a domestic car rental and must also have a valid credit card to present at the time of collection.
- 12.3. Rental car companies charge a refundable deposit on the Traveller's credit card for incidentals. It is the Traveller's responsibility to ensure sufficient funds are available for the rental car company to charge such deposit.
- 12.4. The Customer agrees that any billback charges will be paid to TVIPTC within seven (7) days of invoice. The Customer confirms and agrees they are liable for any damage, traffic fines, accidents, toll fees and/or other costs not covered by the waiver incurred during the rental period. TVIPTC will not be liable to recover such costs from the driver of the vehicle.

13. SPECIAL REQUESTS

- 13.1. Special requests, including but not limited to bed types, dietary needs, seating, meals, bassinets, room location or other requests are not guaranteed and are subject to Supplier availability and/or sole discretion. TVIPTC can communicate such requests to Suppliers on the Traveller's behalf, but confirmation remains at the Supplier's discretion.
- 13.2. Seating and luggage policies may differ from airline to airline. Airlines may charge for pre-booked seats. Travellers may either book seats themselves on the airline website or request that TVIPTC quote and arrange the booking on their behalf. It remains the Traveller's sole responsibility to be aware of baggage rules and to pay for overweight and/or excess baggage where applicable.
- 13.3. Your travel itinerary will indicate luggage allowances (where available). Some airlines and low-cost carriers may include zero-luggage allowances and charge per bag. Travellers must familiarise themselves with luggage rules for the entire itinerary.

14. TRAVEL DESTINATIONS

By offering travel for sale to any destination, TVIPTC does not represent or warrant that travel to such destination is advisable or without risk. The Traveller indemnifies TVIPTC against any damages, losses, death or injury that may result from travel to such destinations. It is the Customer's responsibility to familiarise themselves with the laws and regulations of each country visited.

15. HEALTH

- 15.1. The onus is on the Customer and/or Traveller to ensure compliance with any health requirements and recommended precautions relevant to travel, including ensuring all necessary vaccination documentation is obtained and presented.
- 15.2. TVIPTC recommends that each Traveller consult their doctor, travel medical service or specialist vaccination clinic before travel.
- 15.3. Most vaccinations must be administered prior to travel to be effective.

16. FREQUENT FLYER

- 16.1. The Customer must advise the airline at the time of booking of any frequent flyer membership details to be included in the booking.
- 16.2. TVIPTC cannot guarantee that a Supplier will credit points for any booking. The Customer must query points balances with the Supplier no later than six (6) months after travel is completed.
- 16.3. TVIPTC cannot confirm upgrade requests or guarantee upgrades where a certain booking class is confirmed with the view of upgrading. Upgradable fare types are subject to availability.

17. CONFIRMING TRAVEL SCHEDULE CHANGES

- 17.1. The Customer should confirm scheduled travel times at least twenty-four (24) hours prior to departure by:
 - 17.1.1. completing online check-in where available;
 - 17.1.2. downloading the applicable airline/mobile app and enabling push notifications; and/or
 - 17.1.3. confirming times with their travel expert, account manager, or directly with the Supplier.

18. LIQUIDS, AEROSOLS, GELS AND POWDERS

18.1. Strict regulations apply to carrying liquids, aerosols, gels and powders as hand luggage on international flights, including:

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

18.1.2. total liquid capacity may not exceed 1 (one) litre;

18.1.3. all containers must be packed in a re-sealable, transparent plastic bag;

18.1.4. inorganic powders must be in containers of 350 millilitres (volume) or 350 grams (weight) or less, with total not exceeding 350 millilitres or 350 grams;

18.1.5. the bag must be capable of being opened and re-sealed and must be presented for inspection at security.

19. TAX

19.1. The Customer or Traveller will be liable for any additional taxes levied by the relevant country or city visited, including local city tax or departure tax.

19.2. It is the Customer's responsibility to declare any personal items with the South African Revenue Services prior to departure.

20. FORCE MAJEURE

20.1. A force majeure event means circumstances beyond the reasonable control of TVIPTC or any Supplier that affect TVIPTC's ability to perform obligations under these Terms and Conditions, including (but not limited to):

20.1.1. strikes, terrorism, war, invasion, act of foreign enemy, hostilities, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, epidemic outbreak, confiscation, destruction or requisition by government/public authority, sanctions, prevention or denial of trade, or closure of borders;

20.1.2. denial or unavailability of any railway, port, airport, shipping service or other public transport (other than due to default by TVIPTC); and

20.1.3. any other circumstances beyond reasonable control and not within reasonable expectation.

20.2. If TVIPTC is prevented or delayed in performing any obligations due to a force majeure event, TVIPTC will notify the Customer/Traveller in writing (insofar as it is aware) of the nature and expected duration of the circumstances and the obligations affected.

20.3. TVIPTC will be excused from performance or punctual performance, as the case may be, for as long as the force majeure event continues.

20.4. TVIPTC will not be liable for losses incurred as a result of a force majeure event.

20.5. If the Customer is not satisfied with the terms of this clause 20, TVIPTC reserves the right to terminate further assistance to the Customer.

20.6. Refunds in force majeure situations may be in the form of open tickets, vouchers or cash depending on Supplier terms. Refund amounts are at the sole discretion of the Supplier. Suppliers are not obliged to refund transaction fees or dividends.

20.7. TVIPTC is not obliged to refund transaction fees or dividends in force majeure situations.

20.8. Where alternative options may be available, TVIPTC reserves the right to offer alternative arrangements. If the Customer is not satisfied with the alternatives, TVIPTC reserves the right to terminate further assistance.

20.9. All liability for losses in force majeure situations rests with the Customer, and disputes must be directed to Suppliers.

21. FEEDBACK AND COMPLAINTS

21.1. TVIPTC will only consider claims if dissatisfaction with a travel booking is brought to TVIPTC's attention within ninety-six (96) hours of returning, to allow efficient investigation and a fair opportunity to rectify or mitigate losses. Third-party claims must be made directly with the relevant Supplier. Stolen or lost luggage must be reported to the airline before leaving the airport.

21.2. TVIPTC is not responsible for death, personal injury, damages or losses arising from the provision and/or omission of any Supplier service or product. TVIPTC cannot guarantee Supplier safety standards or performance. All travel booked is considered accepted with the Traveller's approval and consent to these Terms and Conditions.

22. PRIVACY POLICY

22.1. TVIPTC is committed to protecting personal information.

22.2. TVIPTC and its Suppliers may disclose personal information (to which disclosure the Customer consents, as required by POPI) where directly connected with facilitating travel arrangements and bookings. This may include disclosure to airlines, hotels, car rental companies and other service providers.

22.3. TVIPTC may monitor, retain and disclose information as necessary to satisfy applicable laws, regulations, legal processes or governmental requests. TVIPTC may

disclose aggregated and anonymised information (without identifying personal information) relating to site usage statistics and sales/trading patterns.

23. LEGAL FEES

If TVIPTC must engage attorneys to enforce any rights under these Terms and Conditions or otherwise, and TVIPTC is successful, the Customer will be liable for legal fees on an attorney-and-own-client scale.

24. GOVERNING LAW

If any dispute arises between the Parties, the laws of South Africa will apply. The Parties submit to the exclusive jurisdiction of the courts of South Africa.

25. SOLE RECORD OF AGREEMENT

These Terms and Conditions constitute the sole record of the agreement between the Parties regarding the subject matter. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

27. WAIVERS

No relaxation or indulgence granted by TVIPTC to the Customer shall constitute a waiver of TVIPTC's rights and shall not preclude TVIPTC from exercising any rights which may have arisen in the past or may arise in the future.

28. INTELLECTUAL PROPERTY

All intellectual property owned by TVIPTC remains the sole and exclusive property of TVIPTC.

29. NOTICES AND LEGAL PROCESS

29.1. Any notice required or permitted under these Terms and Conditions is valid only if it is in writing.

29.2. Notices and legal process may be delivered to TVIPTC electronically at: info@theviptravelcompany.com

29.3. Despite anything to the contrary, any written notice actually received by a Party will be adequate notice even if not delivered in strict compliance with this clause.

30. SEVERABILITY

30.1. If any provision of these Terms and Conditions is held illegal or unenforceable, such provision shall be deemed separate and divisible and shall not affect or impair the validity or enforceability of the remaining provisions.

31. ACCEPTANCE

31.1. I acknowledge that I am eighteen (18) years of age or older, that I understand and have the legal capacity to enter into this contract, and that I agree to these Terms and Conditions. My decision to make travel arrangements through TVIPTC is not based solely on advice given by TVIPTC. I confirm that the travel arrangements were not made under duress.