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“ALL CONSULTATIONS AND TRANSACTIONS CONCLUDED ARE SUBJECT TO THE COMPANIES STANDARD TERMS AND CONDITIONS.”

STANDARD TERMS AND CONDITIONS
(INCLUDING SURETYSHIP & CESSION OF BOOK DEBT)

1. In this Contract, unless the context clearly indicates to the contrary, the following words and expressions shall bear the meaning hereinafter assigned to them:-
 - 1.1 **“The Company”** shall mean Harvey World Travel Southern Africa (Pty) Ltd, Zomba Travel (Pty) Ltd (Co Reg: 1993/001431/07) Trading As Harvey World Travel, Harvey World Travel-Pinelands (Pty) Ltd (Co Reg: 2003/028038/07) Trading As Harvey World Travel, and/or anyone acting for or on behalf of **the Company**, provided such person has been duly authorized and is acting within his or her scope of duty.
 - 1.2 **“The Client”** shall mean the person who applies (directly or indirectly) to the Company for the Company's services. The aforesaid will include but is not limited to a person who applies for his own use or benefit or that of any other person and whether applying as principal, agent or sub-Contractor. The **Client** shall include any other person on behalf of the **Client** or whom the **Client**, represents and includes the Client in the Company's Application to do Business form.
 - 1.3 **“the Conditions”** shall mean these terms and conditions and those of the Principal, where applicable;
 - 1.4 **“the Traveller”** shall mean any person (whether or not such person is the **Client**) who utilizes or obtains any benefit from the Services of the Company. The **Traveller** shall include a potential **Traveller**.
 - 1.5 **“the Services”** shall mean any travel or other service facility, product or matter incidental thereto of whatsoever nature arranged or to be arranged by the **Company** (whether directly or indirectly) to or for the **Client** or the **Traveller**. The aforesaid shall include inter alia but not be limited to the providing of advice or information, the booking of reservations for accommodation, transport or the like (whether by air, sea, land or otherwise), the application for passports, visums or other travel contracts, the arranging or obtaining of insurance, any other service or facility (even though not specifically requested by the **Client** or the **Traveller**) provided by the **Company** or which the **Company** in its sole and absolute discretion deems necessary or ancillary to the services of facilities requested, or anything else associated with or related to travel.
 - 1.6 **“the Principal”** shall mean the provider of accommodation, transport, and all other relevant services or products arranged by the **Company**, or any services ancillary thereto provided by the **Principal** or any other party.
2. The **Company** in its sole, absolute and unfettered discretion may perform all or any of the **Services**, either personally or through the Principal. If any other person performs or renders the Services the **terms and conditions of the Company will nevertheless bind the Traveller** mutatis mutandis including any terms and conditions of any Principal or any such third party.
3. The **Client** and the **Traveller** specifically, irrevocably and unconditionally acknowledge and record that all or any **Services** rendered are subject to the Conditions and that the **Company** would not have contracted with the **Client** and/or **Traveller** if the Conditions were not binding on the **Client** and/or **Traveller**.
4. The **Client** and/or the **Traveller** acknowledge and record that they are aware that the **Company** in providing certain **Services** is acting as an appointed agent for and on behalf of **Principals**. The **Company** represents the **Principal** as agents only and accordingly accepts **no liability** for any loss, damage, injury, illness, harm or death which any **Client** and/or the **Traveller** may suffer as a result of any act or omission on the part of or the failure of the **Principal** to fulfill their obligations, whether in relation to travel arrangements, accommodation or otherwise. The contract in use by the **Principal** (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the Principal and **Client** and/or the **Traveller** and any right of recourse the

Client and/or the **Traveller** may have, will be solely against the Principal. The Company will provide the identity and terms and conditions (or access thereto) of all the Principals relevant to the service being provided for **Client** and/or the **Traveller's** booking. It's the **Client** and/or the **Traveller's** responsibility to familiarise itself with such terms and conditions ('the Principal's Conditions').

5. The **Company** shall not be bound by any promises, undertakings, warranties, representations advices, recommendations, opinions or the like (whether express, implied, tacit by conduct or otherwise) unless same are specifically recorded in the Conditions. The aforesaid shall apply inter alia to the **Services** or anything else having any reference or regard thereto.
6. The **Client** agrees and undertakes and shall be obliged to ensure that the Conditions are brought to the attention of and rendered binding on the **Traveller**. In any event and without derogating from the aforesaid, the **Client** warrants and represents that it is authorised and entitled to enter into this Contract on behalf of the **Traveller**. By signing this Contract the **Client** also binds the **Traveller** to the Conditions.
7. The Services are provided on the express condition that the Company, its employees and agents, shall not be responsible for, and shall be **exempt from, all liability** in respect of loss, damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client and/or the **Traveller**), their luggage, or other property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of the Company whatsoever, unless such claim is due to the gross negligence of the Company and such claim is lodged in writing with the Company within 30 (thirty) days after the end of the Services. Such liability will be subject to a limitation of R10 000, 00 (Ten Thousand Rand) per Client or **Traveller** per Booking.
8. The Client **indemnifies and holds harmless** the Company, its employees and agents accordingly.
9. The Company, its employees and agents shall furthermore not be liable for any **indirect and/or consequential loss or damages** whatsoever.
10. The **Company** shall in its sole and absolute discretion be entitled at any time to withhold any existing or future **Services**. This will apply notwithstanding the fact that inter alia credit facilities have been granted to the Client or the Applicant.
11. **Payments for Services** rendered or to be rendered by the **Company**, including payment for air tickets or other payments or for **Services**, will be paid by the **Client** to the **Company** on demand, unless other specific terms for payment have been agreed to by the company in writing.
 - 11.1 Terms of payment will apply irrespective of whether or not the **Services** and/or arrangements undertaken on behalf of the **Client** are used by the **Traveller**;
 - 11.2 All amounts payable shall be effected in the currency of the Republic of South Africa without deduction or set-off and payments shall not be withheld or deferred inter alia on account of any claim or counter-claim which the Client or Traveller may have;
 - 11.3 If payment is not received by the Company on due date, or the Client or Traveller is in breach, commits an act of insolvency, is placed in liquidation or is sequestrated, the full balance owed by the Client or Traveller shall immediately become due and payable and the Company shall be entitled without prejudice to any other rights or remedies available to it, to claim interest on such arrears at the rate of 2.5 % (two point five percent) above the prime overdraft rate charged by the Company's bankers for overdraft facilities from time to time from the date the Services were provided;
 - 11.4 The Company in its sole and absolute discretion shall be entitled at any stage to claim payment on demand of any amounts due to the Company and such amounts shall become due and payable immediately;
 - 11.5 Documents such as tickets, vouchers and itineraries will not be released until payment in full has been received by the Company. Upon receipt of your travel documents, **PLEASE CHECK that ALL the detail therein are correct.**
12. Refunds for unused air tickets or cancelled bookings will only be made to the **Client** once such amount has been received from the Principal concerned and the **Client** will remain responsible for any cancellation fees, which may be set-off against the amount refundable to the **Client**. The aforesaid will not detract from the **Client's** obligation to effect timeous payments to the **Company**.
13. All **Services** are subject to increases by the respective Principals, to exchange rate fluctuations and to any taxes imposed within the Republic of South Africa or by any foreign authority governing any respective foreign destination. This may apply even where such services have been paid for in full before any increase, rate changes or legislation becomes effective if they apply retrospectively. The **Client** will remain responsible for all disbursements already made, or committed to be undertaken, on it's behalf by the **Company**.

14. Without derogating from anything hereinbefore contained, in the event of there being any increase, new levy or charge or fluctuation with the South African Rand against any foreign currencies which arises at any stage in respect of the **Services**, same shall be for the account of the **Client**.
15. Notwithstanding anything to the contrary contained in this Contract or otherwise, it shall be the exclusive obligation and responsibility of the **Client** and/or the **Traveller** to: -reconfirm airline reservations with the respective airline at least **72 hours (seventy hours)** prior to departure or as otherwise required by the airline in question;
 - 15.1 ensure that all **passports and visas** are current, valid, obtained on time, and will be valid for six months after return to home country and that any **vaccinations, inoculations, prophylactic (e.g. for malaria)** and the like, where required, have been obtained. Please check the requirements with the Company before travelling. The Company will endeavour to assist the Client but such assistance will be at the Company's discretion and the Client and Traveller acknowledge that in doing so, the Company **is not assuming any obligation or liability** and the Client indemnifies the Company against any consequences of non-compliance.
 - 15.2 familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements.
 - 15.3 ensure that all passports are renewed. As a guideline, passports should be valid for 6 months after your scheduled return to South Africa
 - 15.4 ensure that the details supplied to Company mirror those details shown on their passport for international travel and ID documents for local travel.
 - 15.5 without derogating from anything contained above, the **Client** and the **Traveller** will be obliged, faithfully, diligently and timeously to comply with all laws, conventions, rules, regulations and the like having any reference or regard to the **Services** or any portion thereof which are rendered by the **Company**. The **Client** and the **Traveller** further agree and undertake to comply with and be bound by all terms and conditions relating to all or any Contracts (whether orally, in writing or otherwise) which may be concluded on their behalf relating to the **Services** which are being rendered.
16. The **Client** and the **Traveller** will be liable jointly and severally in solidum the one paying the other to be absolved, for payment of all amounts due to the **Company** or fulfillment of any obligations arising out of or pursuant to this Contract.
17. No waiver or condonation by the **Company** of any breach, failure or default in the performance by the **Client** or the **Traveller**, and no failure, refusal or neglect of the **Company** to exercise any rights hereunder or to insist upon strict compliance with or performance of the **Client** and/or the **Traveller's** obligations under this agreement, or any other indulgence allowed or shown by the **Company** to the **Client** or the **Traveller**; shall constitute a waiver, variation or novation of any of the provisions of this Contract or a waiver by the **Company** of its rights at any time, or operate as an estoppel or create an estoppel against the **Company**.
18. No variation or alteration of these terms and conditions shall be binding on the **Company** unless reduced to writing and duly signed by a duly authorised director of the **Company**.
19. This Contract constitutes the entire Contract between the parties and no warranties, promises, representations, undertakings or the like shall be of any force and effect save insofar as same are repeated and recorded herein or in a separate written Contract by the **Company**.
20. The **Client** and the **Traveller** agree to the jurisdiction of the Magistrate's Court, notwithstanding that the amount in dispute is otherwise beyond the jurisdiction of that court. The Company will have the option to either to proceed in the Magistrate's Court or any other court which may have jurisdiction. The Applicant and Client agree to pay the Company all legal costs on an attorney and own client scale, collection charges and tracing fees which may be incurred by the Company in connection with the recovery of any amounts payable or the enforcement of any rights.
21. **DISPUTE RESOLUTION**

Any and all dispute arising out of or in connection with the Conditions including any question regarding its existence, validity or termination, shall be dealt with as follows:

 - 21.1 Firstly the manager director or equivalent of either party will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place with a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute

by the intervention of a mediator, the dispute must be referred to arbitration in Cape Town within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.

- 21.2 Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application.
22. The Client and the Traveller choose as their domicilium citandi et executandi at which address all notices, legal processes, other documents can effectively be served and for all correspondence, the address which appears in the Application to do Business form.
23. A certificate signed by any manager or director of the Company reflecting the amount owing by the Client shall be prima facie proof of the Client's indebtedness to the Company, the purpose of any action or insolvency or for any other purpose whatsoever where the amount of such claim is required to be established.
24. All or any obligations of the **Client** and the **Traveller** as set out hereinbefore shall be given effect to and shall be binding on their heirs, executors, administrators, assigns, successors in title, Trustee and liquidator.
25. **DEED OF SURETYSHIP**
- 25.1 The Client, the Traveller and Applicant binds himself in his/her private and individual capacity as surety for and co-principal debtor in solidum with the company, close corporation, partnership, trust or other legal entity on whose behalf he enters into this contract, in favour of the **Company** for the due performance of any obligation of such entity and for the payment by such entity of any amounts which may at any time become owing to the **Company**.
- 25.2 This suretyship shall be a continuing covering suretyship which may only be cancelled by the **Company** in writing.
- 25.3 The amount recoverable in terms of the suretyship will be the full amount due and owing to the Company at any time.
- 25.4 If more than one person signs the application, each signatory will be deemed to have signed a separate contract of suretyship. If for any reason any one suretyship is not binding, then the obligations of the remaining signatories will nevertheless be and remain of full force and effect.
26. **CESSION OF CLAIMS, BOOK DEBTS AND DEBTS**
- 26.1 The Client, the Traveller and the Applicant jointly and severally hereby irrevocably and in rem suam cede, transfer, pledge, assign and makes over to the Company all it's rights, title, interest claim and demand in and to all claims, debts, book debts of whatsoever nature and description and howsoever arising which the Client, the Traveller or the Applicant may now or at any time hereafter have against all and any persons, legal entities or any other legal personae whatsoever ('the Debtors') without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Client, the Traveller or the Applicant jointly and severally to the Company arising from the Conditions or the Services ('the Debt').
- 26.2 Should it transpire that the Client, the Traveller or the Applicant has entered into prior deeds of cession or otherwise disposed of it's rights, title, interest claim and demand in and to any of the debts which from time to time will be subject to this cession, the Client, the Traveller or the Applicant shall be entitled to institute action against any of the Debtors provide that all sums of money which the Client, the Traveller or the Applicant collects from the Debtors shall be collected for and on behalf of the Company and provided furthermore that the Company may at any time terminate the Client, the Traveller or the Applicant's right to collect such monies.
- 26.3 The Client, the Traveller and the Applicant acknowledge that the Company may at any time give notice of this cession to any of the Client and/or the Traveller's and/or the Applicant's Debtors.
- 26.4 The Company hereby accepts the cession and it's substitution for all purposes, mutatis mutandis, in the name, place and stead of the Client, the Traveller and the Applicant with immediate effect and the cession will remain in force until such time as the Debt and any other obligation and any further debts alluded to in clause 27.1 above have been extinguished and/or the Company has agreed in writing to terminate the cession.
27. **INSURANCE** - It is strongly advised that all Clients take out adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports

equipment (Note that this is not an exhaustive list). The Company will not be responsible or liable if the Client fails to take adequate insurance cover or at all. It shall not be obligatory upon the Company to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by the Company pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and the Company shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the Client will be issued with a policy document of the insurer.

28. **LATE BOOKING & AMENDMENT FEES** - A late booking fee per booking may be charged in respect of bookings received within 4 working days prior to the departure date. This charge is levied to cover communication expenses involved. An amendment fee per booking may be levied for any changes to the confirmed itinerary.
29. **FORCE MAJEURE** – The Company shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or frustrated by strike, lock-out, civil commotion, war, act of God, force majeure, lack of materials, operation of law or regulations or order made by any statutory or other duly constituted authorities or any other cause beyond the control of the Company.
30. **INTERNET BOOKINGS** – If the Client requests or instructs the Company to do bookings via the Internet, the Client irrevocably authorises the Company to do the following on its behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payments and (3) accept booking conditions.