

THE BOYZ TRAVEL MERCHANTS

STANDARD TERMS AND CONDITIONS (STC)

Preamble

The Boyz Travel Merchants, Registration Number CK2007/219736/23 carries on business under the regulations of the Association of South African Travel Agents ("ASATA") and provides clients (you/your) with travel and/or other services on behalf of principals and/or other agents engaged in, or associated with the Travel Industry, including inter alia, airlines, tour operators, hotels, shipping companies, car hire and other providers of air, land, sea or any other travel arrangements, products or services (collectively referred to as 'Third Party Service Providers'). The Boyz Travel Merchants will provide you with the identity, terms and conditions of all Third Party Service Providers and it is your responsibility to familiarise yourself with such terms and conditions.

Authority

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

Destination Selection

You acknowledge that you have selected the itinerary and destination(s) constituting the booking based on information gleaned from brochures and/or the Internet. You also acknowledge that such brochures and/or the Internet have been compiled and are managed and up-dated by the Principal over which The Boyz Travel Merchants has no control. Accordingly The Boyz Travel Merchants cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Third Party Service Providers.

Breakaways

While it is possible to break away from the itinerary, it is understood that such breakaways will be for your account.

Conduct

You agree that you will at all times comply with The Boyz Travel Merchants or the Third Party Service Provider's requirements in regard to your conduct and you will not in any way constitute a nuisance or a danger to any other passenger on the trip.

Special Requests

If you have special requests you must address such requests to The Boyz Travel Merchants in writing well before the departure date. Whilst The Boyz Travel Merchants will use its best endeavours to accommodate such requests, it does not guarantee that it will.

Bookings with Third Party Service Providers

The Boyz Travel Merchants represent Third Party Service Providers as agents only, and accordingly on receipt by The Boyz Travel Merchants of any request for a booking(s) in a brochure or tailored quote, The Boyz Travel Merchants shall transmit any such booking to the Third Party Service Providers concerned and endeavour to secure timeously all reservations and arrangements.

All quotations or estimates provided by or bookings made with and/or all services rendered or vouchers, receipts or tickets issued by or on behalf of The Boyz Travel Merchants are subject to these terms and conditions (STC) and that of any Third Party Service Providers.

Third Party Service Providers may be acquitted from responsibility in that they act as agent themselves or have contracted out of liability, as may the ultimate principals such as hotels, car hire and coach operators, and it is therefore recommended that appropriate insurance be taken out for all travelers.

The Boyz Travel Merchants furthermore do not accept liability for any actions, errors or omissions on the Third Party Service Providers and/or their agents, which may be prejudicial to you or result in loss in any way or form whatsoever, including injury, illness, harm, trauma, death and/or loss of or damage to your belongings whatsoever and you indemnify The Boyz Travel Merchants accordingly. The conditions of the Third Party Service Providers shall constitute the sole contract between the Third Party Service Providers and you and any right of recourse you may have, will be solely against the Third Party Service Providers.

Liability

Neither The Boyz Travel Merchants nor any holding, parent, subsidiary, affiliated or associated company or representative shall be liable for any injury, illness, harm, trauma, death and/or loss of or damage to your belongings whatsoever howsoever caused and you indemnify The Boyz Travel Merchants accordingly. The Boyz Travel Merchants, its employees and agents shall further more not be liable for any indirect and/or consequential loss or damages whatsoever even though this may be as a result of negligence on the part of a The Boyz Travel Merchants employee(s).

Bookings, Change of Arrangements, Routes and Prices

"The booking" or "the reservation" refer to part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of a client with Third Party Service Providers, and excludes services of a peripheral nature. Any booking made by The Boyz Travel Merchants constitutes a form of contract between you and the Third Party Service Providers and is consequently subject to the terms and conditions of The Boyz Travel Merchants and such Third Party Service Providers' conditions of agreement of business. Wherever possible, The Boyz Travel Merchants will endeavor to confirm the status of any booking in writing, but we may not always be able to do so. In such cases, failure to provide written confirmation shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of The Boyz Travel Merchants.

In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of The Boyz Travel Merchants, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for your account. A late booking fee may be charged in respect of bookings received within 7 (seven) working days prior to the departure date. This charge is levied to cover communication and other expenses involved. An amendment fee may be levied for any changes to the confirmed itinerary.

In the event that any Third Party Service Providers is unable to provide the service confirmed to you, The Boyz Travel Merchants policy is always to offer you alternative arrangements of similar classification, wherever possible in the same area. Whilst every effort is made to keep to published itineraries, The Boyz Travel Merchants reserves the right to make changes as are deemed necessary. In some cases, conditions such as the weather may necessitate an alteration

to the tour itinerary and this does not constitute any ground for a refund. It is your duty to check each amendment to the itinerary and also to sign the final one.

Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee. The Boyz Travel Merchants reserves the right to cancel any booking without prejudice, in the event of full payment or a deposit or part thereof not being received. The price quoted to you is based on fares, hotel prices, land costs and other relevant costs ruling at the date of The Boyz Travel Merchants quote. In the event of there being any increase in any of the foregoing costs prior to the issuing of the documents, such variation shall be for your account and payable on request by The Boyz Travel Merchants, as shall any increase in the price(s) quoted arising from the fluctuation in rates of exchange. Documents will not be issued until such time that full payment is cleared by The Boyz Travel Merchants bankers. The onus will be on you to check that there have been no changes in the price prior to making full and final payment. However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by The Boyz Travel Merchants. Should yours be a group booking and the group number deviate from the number required for the booking, the Third Party Service Providers may reserve the right to re-cost the price and raise a surcharge. Should you or any party of your group refuse to accept and pay such surcharge, it may result in the Third Party Service Providers cancelling the booking and retaining any payment made. The Boyz Travel Merchants will be entitled to retain any service fees charged.

Payment and additional charges

Final payment for any booking must be made upon confirmation of the booking, unless specific arrangements have been made with The Boyz Travel Merchants and such arrangement confirmed in writing by The Boyz Travel Merchants. Final payment is based upon on the quoted and confirmed price, less any deposit paid, plus any additional charges that may have been incurred. Aside from passport, visa and other peripheral service fees (additional fees), The Boyz Travel Merchants reserves the right to claim the late booking charges, communications, consultation, administration and amendment fees where applicable. If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a courier service, which will be for your account or The Boyz Travel Merchants may cancel the booking. Late payment may also result in cancellation of the reservation by the Third Party Service Providers. When paying by credit card you will be required to complete The Boyz Travel Merchants credit card authorisation form and comply with the authorization criteria as laid down by the respective Credit Card Companies.

Interest at **5%** above the current prime bank overdraft rate charged by The Boyz Travel Merchants bank will automatically be applied to all overdue amounts.

Any invoice and/or statement received by you shall be payable in full and no deduction or alteration may be made by you should all or any part of the services booked by The Boyz Travel Merchants be unused for any reason.

The only forms of payment accepted by The Boyz Travel Merchants are:

- All major credit cards, if accompanied by satisfactory identification and a signed credit card authorization form.
- Direct deposit – cash only (deposit slips must be faxed or e-mailed to The Boyz Travel Merchants)
- Electronic funds transfer (proof of payment must to be faxed or e-mailed to The Boyz Travel Merchants)

Documentation will only be issued once all funds have been cleared by The Boyz Travel Merchants bankers.

Insurance

Assistance to obtain travel insurance in terms of Section 22 of the Tourism Act, 1993, is available on request. It shall not be obligatory upon The Boyz Travel Merchants to effect insurance for you except upon detailed instructions given in writing by you and all insurance effected by The Boyz Travel Merchants 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 Boyz Travel Merchants shall not be obliged to obtain separate cover for any risks so excluded. The Boyz Travel Merchants shall not be under any obligation to effect a separate insurance for each customer, but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, you will have recourse against the insurers only and The Boyz Travel Merchants will not be under any responsibility or liability whatsoever in relation thereto, notwithstanding that the premium of the policy may not be at the same rate as that charged by The Boyz Travel Merchants or paid to The Boyz Travel Merchants by you. The Boyz Travel Merchants will not be responsible if you fail to take adequate insurance cover. Queries must be addressed to the principal insurer, as The Boyz Travel Merchants shall not in any way be held responsible for any and/or all information advanced by its staff in this regard.

The Boyz Travel Merchants strongly recommends that travel insurance be purchased for the duration of your journey. Insurance can only be purchased prior to departure. Insurance options should be discussed with your consultant. The Boyz Travel Merchants urges you to take out additional insurance cover over and above the phase one insurance offered free as standard for international travel by the various credit card companies. Kindly check with your respective credit card company directly to obtain specific details of the complimentary cover.

Peripheral Requirements

The Boyz Travel Merchants will endeavor to assist you in obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve and other bank approvals, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with principals and other parties for whom The Boyz Travel Merchants act as agents and referred to as "the booking" or "the reservation", but due to the constant changing nature of such peripheral requirements and services, The Boyz Travel Merchants cannot be held liable for ensuring that these requirements and services are provided correctly or timeously or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services.

Cancellation

The Boyz Travel Merchants will undertake to endeavour to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, The Boyz Travel Merchants reserve the right to claim the services, administration, communication and cancellation charges which will inter alia depend on the debits The Boyz Travel Merchants receive from its suppliers. Failure to cancel will result in the total booking cost being payable. The Boyz Travel Merchants reserves the right to discontinue and summarily cancel any agreement in respect of which payment has fallen in arrears, and in the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand. Any bookings cancelled after confirmation may be subject to a cancellation fee. These vary from Third Party Service Provider to Third Party Service Provider and should be verified at the time of booking. The Boyz Travel Merchants will apply for the refund on your behalf however The Boyz Travel Merchants is not responsible should this application be denied

for any reason.

Verification of Travellers' Names and Travel Details

It is important that you provide The Boyz Travel Merchants with the travelers' names as per the travellers' passports. Failure to do so could result in denied boarding or deportation. Please confirm that all of the travel arrangements, itinerary details and documents are correct. Once documents have been issued changes could incur financial penalties imposed by the service provider(s) and these will be payable by you.

Passports, Visas & Health - It is entirely your duty to ensure that all passports and visas are current, valid, obtained on time and will be valid for six months to one year after your 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 Boyz Travel Merchants before travelling. The Boyz Travel Merchants will endeavor to assist you but such assistance will be at The Boyz Travel Merchants discretion and you acknowledge that in doing so, The Boyz Travel Merchants is not assuming any obligation or liability and you indemnify The Boyz Travel Merchants against any consequences of non-compliance. It is your duty to familiarise yourself with the inherent dangers of and mental and/or physical condition required for your proposed travel arrangements.

The Boyz Travel Merchants cannot be held responsible for:

Denial of your visa application for any reason;
Delay of issuance of your visa by the consulate;
Loss of your passport(s) by the consulate and/or courier;
Change in visa costs and requirements;
Financial losses incurred as a result of a visa application being denied;

Please note that a visa does not guarantee entry to any given country at point of entry.

Malaria and other Tropical Diseases: WARNING

Certain parts covered by your itinerary may be areas where there is a high-risk of malaria and other tropical diseases. We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return.

Other Documents

Other documents that may be required for your journey are your identity document, an international driver's license, inoculation certificates and hotel, car and tour vouchers. Please ensure that you check all of these prior to your departure.

Refunds

Airline tickets presented for refund are subject to delays of approximately 8 weeks but could take longer. The Boyz Travel Merchants is unable to refund monies before receipt of funds from the relevant Third Party Service Providers. All refunds are subject to a 10% administration fee, which is calculated on the value of the ticket submitted for refund or the amount of the refund claimed, whichever is the larger amount. This fee is over and above any cancellation fee which may be charged by the Third Party Service Provider to whom the refund is submitted. Refunds by the Third Party Service Provider will be subject to their terms and conditions.

Foreign Currency

This may be purchased up to 60 days prior to departure. You can place your foreign exchange order with your The Boyz Travel Merchants consultant. Foreign exchange regulation compliance is your exclusive duty. This will apply especially when you instruct The Boyz Travel Merchants to make and pay for travel arrangements on the Internet.

Confidentiality

Subject to statutory constraints or compliance with an order of court, The Boyz Travel Merchants undertakes to deal with all your information of a personal nature on a strictly confidential basis.

Internet Bookings

If you request or instruct The Boyz Travel Merchants to do bookings via the Internet, you irrevocably authorize The Boyz Travel Merchants to do the following on your behalf (1) make any selections of and for the booking (2) make payments and (3) accept booking conditions.

Reconfirmation

Please reconfirm all forward and onward travel arrangements (including domestic connecting flights required upon your return) 72 hours prior to departure. Failure to do so could result in the cancellation of your journey.

E-Ticketing

You must be ready to show your identity document and that of each member of your party and possibly your credit card at the check-in counter of the airline concerned.

Important Notes

Airlines reserve the right to withdraw airfares without notice. We cannot guarantee airfares and airport taxes until paid in full and the air tickets have been issued. Certain destinations may also require a departure tax which is payable locally upon departure. These are not included in the pricing quoted. Prices are subject to change without notice until payment has been received in full, whether a reservation has been made or not. By accepting this confirmation and offering payment therefore it will be deemed that you have read, understood and accept our terms and conditions.

Bookings Online (on the The Boyz Travel Merchants website: www.theboyz.co.za)

Intellectual Property

The website www.theboyz.co.za is owned by The Boyz Travel Merchants and the domain name is registered in the name of The Boyz Travel Merchants. All intellectual property rights in and to the aforementioned vests in the owners as indicated. None of the content or data found on this site may be reproduced, sold, transferred, or modified without the express written permission of The Boyz Travel Merchants.

Applicable Law

Please note that the use of the website is subject to the STC and specifically subject to South African law and the jurisdiction of South African courts.

Access and Use

Access to and use of the website is entirely at the user's risk.

The Boyz Travel Merchants may discontinue or suspend the website at any time without notice, and it may block, terminate or suspend any user's access at any time for any reason in its sole discretion, even if access continues to be allowed to others.

Links to other websites

There are links on this website which allows a user to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by The Boyz Travel Merchants and The Boyz Travel Merchants makes no representations and gives no warranties concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites. The Boyz Travel Merchants has not tested and makes no representations regarding the correctness, performance or quality of any software found at any such sites. You should research and assess the risks which may be involved in accessing and using any software on the Internet before using it. You are deemed to indemnify The Boyz Travel Merchants against any claims for loss or damage arising from your use of or of information gained from or from accessing any such linked sites.

Changes

The Boyz Travel Merchants may make future changes, deletions or modifications to such terms and conditions, information, graphics, products, features, functionality, services, and links at any time without notice and your subsequent viewing or use of this website will constitute your agreement to the changes, deletions and modifications.

Methods of Payment and Payment Terms

See STC.

Interpretation, Law Applicable and Jurisdiction

Words implying the singular, shall include the plural and vice versa, words importing one gender shall include any other and reference to natural persons shall include legal entities and vice versa. This agreement is governed by South African Law. The Parties hereby consent to the jurisdiction of the appropriate Magistrate's Court in regard to any action and/or proceedings based on/or arising from these Standard Conditions of Business. This document reflects the only and full agreement between you and The Boyz Travel Merchants and there exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and you acknowledge that you have not relied on any matter or thing stated on behalf of The Boyz Travel Merchants or otherwise that is not included herein. No variation and/or extension thereof shall be valid unless agreed to both by the Parties in writing. In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by The Boyz Travel Merchants, this document will always have preference. You will be liable for all legal fees on an attorney and own client scale in the event that The Boyz Travel Merchants has to engage a lawyer to enforce or defend any of its rights or otherwise.