

TRUE BLUE SURF & ADVENTURE TRAVEL STANDARD TERMS AND CONDITIONS (STC)

Preamble

True Blue Surf & Adventure Travel, Registration Number 2001/ 011955/ 07 (Member of the Club Travel Group of Companies) 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'). True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel has no control. Accordingly True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel in writing well before the departure date. Whilst True Blue Surf & Adventure Travel will use its best endeavours to accommodate such requests, it does not guarantee that it will.

Bookings with Third Party Service Providers

True Blue Surf & Adventure Travel represent Third Party Service Providers as agents only, and accordingly on receipt by True Blue Surf & Adventure Travel of any request for a booking(s) in a brochure or tailored quote, True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel 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.

True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel accordingly, True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel constitutes a form of contract between you and the Third Party Service Providers and is consequently subject to the terms and conditions of True Blue Surf & Adventure Travel and such Third Party Service Providers' conditions of agreement of business. Wherever possible, True Blue Surf & Adventure Travel will endeavour 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 True Blue Surf & Adventure Travel.

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 True Blue Surf & Adventure Travel, 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, True Blue Surf & Adventure Travel 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, True Blue Surf & Adventure Travel 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. True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel, 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 True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel. 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. True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel and such arrangement confirmed in writing by True Blue Surf & Adventure Travel. 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), True Blue Surf & Adventure Travel 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 true Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel credit card authorisation form and comply with the authorisation criteria as laid down by the respective Credit Card Companies.

Interest at 5% above the current prime bank overdraft rate charged by True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel be unused for any reason.

The only forms of payment accepted by True Blue Surf & Adventure Travel are:

- All major credit cards, if accompanied by satisfactory identification and a signed credit card authorisation form.

- Direct deposit – cash only (deposit slips must be faxed or e-mailed to True Blue Surf & Adventure Travel)
- Electronic funds transfer (proof of payment must to be faxed or e-mailed to True Blue Surf & Adventure Tarvel)

Documentation will only be issued once all funds have been cleared by True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel to effect insurance for you except upon detailed instructions given in writing by you and all insurance affected by True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel shall not be obliged to obtain separate cover for any risks so excluded. True Blue Surf & Adventure Travel shall not be under any obligation to affect 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 True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel or paid to True Blue Surf & Adventure Travel by you. True Blue Surf & Adventure Travel will not be responsible if you fail to take adequate insurance cover. Queries must be addressed to the principal insurer, as True Blue Surf & Adventure Travel shall not in any way be held responsible for any and/or all information advanced by its staff in this regard.

True Blue Surf & Adventure Travel 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. True Blue Surf & Adventure Travel 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

True Blue Surf & Adventure Travel will endeavour 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 True Blue Surf & Adventure Travel 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, True Blue Surf & Adventure Travel 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

True Blue Surf & Adventure Travel 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 your, True Blue Surf & Adventure Travel reserve the right to claim the services, administration, communication and cancellation charges which will inter alia depend on the debits True Blue Surf & Adventure Travel receive from its suppliers. Failure to cancel will result in the total booking cost being payable. True Blue Surf & Adventure Travel

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 charged by the operator and/ as well as by True Blue Surf & Adventure Travel.

These vary from Third Party Service Provider to Third Party Service Provider and should be verified at the time of booking. True Blue Surf & Adventure Travel will apply for the refund on your behalf however True Blue Surf & Adventure Travel is not responsible should this application be denied for any reason.

Verification of Travellers' Names and Travel Details

It is important that you provide True Blue Surf & Adventure Travel with the travellers' 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 True Blue Surf & Adventure Travel before travelling. True Blue Surf & Adventure Travel will endeavour to assist you but such assistance will be at True Blue Surf & Adventure Travel discretion and you acknowledge that in doing so, True Blue Surf & Adventure Travel is not assuming any obligation or liability and you indemnify True Blue Surf & Adventure Travel 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.

Please note: All visitors to South Africa are required to have a minimum of three blank pages in their passport excluding the front and back cover to enable the entry visa to be issued. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin. The client must ensure that the details supplied to True Blue Surf & Adventure mirror those details shown on their passport for international travel and ID documents for local travel

True Blue Surf & Adventure Travel 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. True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel consultant. Foreign exchange regulation compliance is your exclusive duty. This will apply especially when you instruct True Blue Surf & Adventure Travel to make and pay for travel arrangements on the Internet.

Confidentiality

Subject to statutory constraints or compliance with an order of court, True Blue Surf & Adventure Travel undertakes to deal with all your information of a personal nature on a strictly confidential basis.

Internet Bookings

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

Flight 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. True Blue Surf & Adventure TravelTours hereby specifically excludes any liability for any delay and /or loss as a result of your failure to reconfirm any flight and/or connecting flight.

Flight and Other Travel Timings

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of passengers to check-in on time. There is no guarantee that flights, ferries, ships, trains or coaches will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not accept any liability for any delay, however arising, or for any schedule alterations.

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 True Blue Surf & Adventure Travel website:
www.truebluetravel.co.za)**

Intellectual Property

The website www.truebluetravel.co.za is owned by True Blue Surf & Adventure Travel and the domain name is registered in the name of True Blue Surf & Adventure Travel . 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 True Blue Surf & Adventure Travel.

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.

True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel and True Blue Surf & Adventure Travel 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. True Blue Surf & Adventure 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 True Blue Surf & Adventure Travel 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

True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel 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 True Blue Surf & Adventure Travel, 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 True Blue Surf & Adventure Travel has to engage a lawyer to enforce or defend any of its rights or otherwise.

Complaints

In the event that you have any reason to complain, or experience any problems with your holiday whilst away, you must immediately inform the supplier of the services in question. Any verbal notification must be put in writing and given to the supplier as soon as possible.

If you are still dissatisfied, you must notify us on our emergency mobile number 082 4540398 at the earliest opportunity - until we know about a problem or complaint, we cannot begin to resolve it.

Failure to give us the opportunity to resolve any problem at the time it occurs will result in either a reduction, or complete extinction, of any rights which you may have, to claim compensation from us.

Whilst every effort will be made by True Blue Surf & Adventure Travel to resolve your complaint to your satisfaction it is specifically recorded that True Blue Surf & Adventure Travel in no way accepts liability for any claim that you may have in respect of your complaint.

General Information

Taxes: We will advise you of all mandatory taxes, which you must pay before departure. However, certain countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline or your consultant when you reconfirm your flight details.

Renovations: Please be aware that hotels undergo renovations from time to time. Hotels take all possible steps to limit disruption to their guests. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work, dates may be provided, but it is important to remember that these are subject to change and we are not always notified.