

## STANDARD TERMS OF CONTRACT COMPASSLINE AFRICA TOURS

### Definitions

In this agreement the following words and phrases shall bear the following meanings:

- 1.1 "Compassline" means Compassline Africa Tours CC, reg no: 2005/09112/23;
- 1.2 "Client" means the person who contracts directly with Compassline for the provision of Compassline Services, who is identified as the addressee of Compassline's pro forma invoice;
- 1.2 "Traveler" means the person who utilises or obtains any benefit from the Principal's Services, who may or may not also be the Client;
- 1.3 "Compassline Services" shall mean the sourcing, arrangement and procurement of any travel and / or accommodation services or packages and any other type of service, package and / or product incidental thereto, for the Client but for the use, consumption or benefit of the Traveler. The aforesaid shall include but not be limited to the provision by Compassline of certain complimentary and discretionary services such as the rendering of advice, provision of information, the booking of reservations, the application for travel contracts and the obtaining of insurance;
- 1.4 "Principal" means the provider of travel and / or accommodation services or packages and any other types of services, packages and / or products incidental thereto, for the use, consumption or benefit of the Traveler;
- 1.5 "Principal Services" means the provision of travel and / or accommodation services or packages and any other type of services, packages and / or products incidental thereto, by the Principal for the use, consumption or benefit of the Traveler.

### Status of Compassline & Disclaimer

- 2.1 The Client contracts Compassline for the provision of the Compassline Services. Unless agreed to the contrary in writing, the fees payable to Compassline for the Compassline Services will be paid by rebates on the charges for the Principal's Services credited to Compassline by the Principal.
- 2.2 Compassline will in the performance of the Compassline Services render an invoice to the Client for the Principal's Services, which shall be payable to Compassline exclusively as the Principal's receipting agent.
- 2.3 Compassline in providing the Compassline Services to the Client will put the Client in the position where the Client or the Client's nominee contracts directly with the Principal. Compassline is an independent contractor acting as an intermediary between the Client and the Principal and shall not under any circumstances to be construed as the agent or representative of the Principal in any regard except for the purposes of receipting.
- 2.4 Compassline, its employees and agents accept no liability for any losses, damages, injury, illness, death, loss of or damage to property, delay, inconvenience or poor or non performance innocently, negligently or intentionally caused to the Client and / or the Traveler as a result of any act or omission by or on behalf of the Principal, whether in relation to travel, accommodation or arising out of any cause whatsoever.
- 2.5 The Principal and the Client or its nominee shall contract directly on the Principal's usual terms of trade, which shall constitute the agreement between the Principal and Client or its nominee. No agreement shall exist between Compassline and the Client or its nominee for the provision of the Principal Services.
- 2.6 Compassline shall provide the Client with the identity and usual terms of trade (or access thereto) of all the Principals relevant to the Principal Service being procured. It shall be the responsibility of the Client and/or its nominee to familiarise itself with such terms.
- 2.7 Compassline shall not be bound by any promises, undertakings, warranties, representations advices, recommendations, opinions or the like (whether express, implied, tacit by conduct or otherwise) made by or on behalf of the Principal.
- 2.8 Compassline, its employees and agents are excluded from liability for claims (i) which exceed R8,000-00 per claimant, per invoice, (ii) which are brought to the attention of Compassline in excess of 60 days following the termination of the Principal Services or (iii) which constitute indirect and/or consequential losses or damages.
- 2.9 The Client, on its own behalf and on behalf of its nominee, waives and abandons all claims in respect of liability which Compassline has excluded in terms of this agreement.
- 2.10 No failure, refusal or neglect of Compassline to exercise any rights hereunder or to insist upon strict compliance with or performance of the Client's obligations under this agreement, or any other indulgence allowed or shown by Compassline to the Client, shall constitute a waiver of Compassline's rights at any time to insist on strict compliance, or operate as or create an estoppel against Compassline.
- 2.11 No variation or alteration of these terms and conditions shall be binding on Compassline unless reduced to writing and duly signed by a duly authorised member of Compassline.
- 2.14 This agreement constitutes the entire agreement 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 Compassline.

2.14 Compassline shall not be liable in any way for any circumstances beyond its control, including but not limited to war, mechanical breakdowns, weather, riots, which may cause delays, interruptions or alterations to the Principal Services or render them impossible of being performed.

### **Travel Info**

3. Notwithstanding anything to the contrary contained in this agreement or otherwise, it shall be the exclusive obligation and responsibility of the Traveler, and not Compassline, to:

3.1 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. malaria) and the like, where required, have been obtained. Compassline will endeavor to assist the Client in this regard but such assistance will be at Compassline's discretion and in doing so, Compassline is not assuming any obligation or liability, and the Client indemnifies Compassline against any consequences of non-compliance.

3.2 familiarise herself with the inherent dangers of and mental and/or physical conditions required for the proposed travel arrangements and to be in a condition to undertake them.

3.4 faithfully, diligently and timeously to comply with all laws, conventions, rules, regulations and the like having any reference or regard to the Principal Services.

### **Law & Jurisdiction**

4.1 The law of South Africa law will govern this agreement.

4.2 The Client consents to the jurisdiction of the Magistrate's Court of the Republic of South Africa.

4.3 The Client shall pay Compassline's legal costs on the attorney and own client scale, collection charges and tracing fees in connection with any legal proceedings arising hereout.

### **Reservations**

5. All reservations are made on the condition that a non-refundable deposit as called for in Compassline's invoice is paid to Compassline within 60 Days of the date scheduled for the Principal Services, with the exception of the full day tours, in which case the deposit is payable within 24 hours' of presentation of invoice.

### **Payment**

6.1 Full pre-payment must be made to Compassline for the Principal's Services to be rendered. Payment must reflect in Compassline's bank account at least 30 days prior to the date scheduled for the Principal's Services. Where reservations are made within 30 days of the date scheduled for the Principal Services, payment must be made within 24 hours of presentation of invoice. The Principal's Services will only be procured on full payment being made to Compassline. If full payment is not made timeously all reservations shall be cancelled.

6.2 All vouchers, tickets and the like required for the enjoyment of the Principal's Services by the Traveler will be released to the Client on receipt of full payment.

6.3 Compassline guarantees the price of land based arrangements, once full payment is received, except where any subsequent increase is beyond the control of Compassline as stated in these terms. Airfares are subject to the price and conditions quoted by the airlines at the time of payment and cannot be guaranteed by Compassline.

6.4 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 its behalf by Compassline.

6.5 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.

6.6 The terms of payment and the Client's liability for payment will apply irrespective of whether or not the Principal Services are used by the Traveler.

6.7 All amounts payable shall be effected in South Africa Rands, without deduction, set-off or demand. Payments shall not be withheld or deferred on account of any claim or counter-claim which the Client or Traveler may have.