

7th ELEMENT TRAVEL MANAGEMENT (PTY) LTD

INTERNATIONAL SCHOOL TOURS TERMS AND CONDITIONS AND INDEMNITY

1. DEFINITIONS

1.1. Company

7th Element Travel Management (Pty) Ltd

Physical address: 24 Marula Street, Dowerglen Extension 5, Edenvale, 1609

Postal Address: Po Box 16472, Dowerglen, 1612

1.2. Client

1.2.1. Parent / Legal Guardian as described in the Online Booking Form

1.3. School Leader

1.3.1. Teacher or representative from the school

1.4. Tour Leader

1.4.1. A representative of 7th Element Travel Management (Pty) Ltd

1.4.2. The Tour Leader is not a tour guide

2. EFFECTIVE DATE

2.1. This agreement will be effective from the date upon which:

2.1.1. The Booking Form is completed in full;

2.1.2. The Terms & Conditions and Indemnity is signed by the Client and received by the Company

2.1.3. The required deposit is paid in full;

2.2. from which date the terms and conditions of this agreement will be binding on the parties.

3. PAYMENTS

3.1. The Client agrees to the payment schedule provided to them by the Company.

3.2. Payments will be made into the Company's bank account by the agreed date.

3.3. Payments must be made by the Client by either Electronic Funds Transfer, cash deposit, cheque or credit card. Proof of payment must be sent to the Company. Only once funds reflect in the Company's account will the payment be acknowledged as received by the Company.

3.4. In line with industry practice, the Company will charge a surcharge for services paid by credit card or debit card.

3.5. Bank charges incurred from cash deposits and cheque payments will be for the Client's account.

3.6. In the event of late payments, the Company has the right to cancel the tour member's participation on the tour with no refund.

4. PRICE INCREASE RISK

4.1. The price of the tour may increase due to the following factors:

4.1.1. Currency fluctuations;

4.1.2. Increase in scheduled airfares;

4.1.3. Increase in government levies and airport taxes and levies;

4.1.4. Increase in hotel rates, ground transportation, excursions and activities;

4.1.5. Changes in the itinerary;

- 4.1.6. Change in group size
- 4.1.7. Any other increases or changes not mentioned above.

- 4.2. The Company will be under no obligation to disclose its costs for the tour or additional services to the Client.
- 4.3. The Client will be responsible to pay the Company for any increase or additional costs as a result of the above fluctuations. Such increase, if any, will be indicated on the final invoice to the Client.
- 4.4. Should the exchange rate improve, the decrease in the cost of the tour, if any, will be reduced from the total cost of the tour, indicated on the final invoice to the Client.
- 4.5. The company undertakes to provide the services offered in the final itinerary.

5. INCLUSIONS AND EXCLUSIONS

- 5.1. All services and items listed under INCLUSION in the final itinerary and quote will be included in the tour price.
- 5.2. All services and items listed under EXCLUSIONS in the final itinerary and quote are excluded from the tour price and subject to additional costs if requested.

6. CHANGES TO THE FINAL ITINERARY AND ANY OTHER AMENDMENTS

- 6.1. The Company reserves the right make changes to the itinerary, hotels, airlines and other services at their own discretion. Such necessary changes will be based on lack of availability, service provider changes and other reasons out of our control. The Company will endeavor to replace the item with an alternative that is of the same standard and quality and of similar cost. Should there be an increase in cost, the Company reserves the right to charge the Client for the additional cost.
- 6.2. Should the Client request any changes, alterations or additions to the tour, the additional cost thereof will be for the Client's account.
- 6.3. The Company will endeavor to make the changes requested without guarantee, and reserves the right to charge an additional administration / service fee for such changes.
- 6.4. Should any changes, alterations or additions be specific to any airline bookings, the Client will be subject to the rules, regulations, terms and conditions and costs as indicated by that particular airline. Such changes will be subject to an administration / service fee from the Company as well as the airline.
- 6.5. The Client will be responsible for costs associated should the Client provide the Company with incorrect spelling of the travelers name, costs as determined by the airline.
- 6.6. The Company takes no responsibility or liability for changes to the itinerary that need to be made at the last minute due to bad weather, lack of commitment from an international service provider, natural disasters, disasters of any other nature and reasons beyond our control.

7. CANCELLATION COSTS

- 7.1. Should the tour be cancelled for whatever reason, or should the Client remove their child from the tour for any reason, the Company will be entitled to:
 - 7.1.1. retain the deposit paid;
 - 7.1.2. claim 50% (Fifty Percent) of the total cost if cancelled more than 4 months prior to departure date;
 - 7.1.3. claim 75% (Seventy Five Percent) of the total cost if cancelled between 2 months and 4 months prior to departure date;

7.1.4. claim 100% (One Hundred Percent) of the total cost if the tour is cancelled within 2 months of departure date.

8. CONDUCT

8.1. The Client agrees to good conduct throughout the entire process of this tour.

8.2. The company will have the right to remove a traveler from the tour, or cancel the tour at any time should a Client, a learner or the school:

- 8.2.1. threaten, verbally abuse or insult any member of the Company, before and during the tour;
- 8.2.2. cause any interruption to the tour process and/or itinerary due to misconduct of any nature;
- 8.2.3. cause danger or bodily harm to anyone involved in the tour process
- 8.2.4. cause damage to any property whilst on tour. The cost of such damage will also be subject to the Client's account, payable in full before the tour leaves that particular place where the damage was cause;
- 8.2.5. contravene the laws of the countries visited on the tour;
- 8.2.6. shows lack of co-operation with the Tour Leader and/or any service provider contracted by the Company.

8.3. The Client agrees to pay the expenses incurred should a tour member be removed from the tour for reasons set out above, or any other reason.

9. TOUR LEADER

9.1. The Company will provide a Tour Leader who will accompany the tour from departure in South Africa, to arrival in South Africa, for the dates specified on the itinerary.

9.2. The Tour Leader is not a tour guide and his/her role is to co-ordinate, manage and facilitate the arrangements of the tour and assist with emergencies, should they arise.

9.3. The Tour Leader has no obligation to deliver any service outside of the agreed scope of the tour.

10. LIABILITY

10.1. Refer to paragraph 17: Indemnity

11. TRAVEL DOCUMENTS

11.1. The Client will ensure that all the necessary travel documentation is provided, including but not limited to:

- 11.1.1. Valid passport;
- 11.1.2. Unabridged Birth Certificate;
- 11.1.3. Parental Consent Affidavit;
- 11.1.4. Any other documentation as required by the Department of Home Affairs pertaining to travelling with a minor child

11.2. The Client will provide a minimum of 2 certified copies (not older than 3 months) of all of the required documentation to the Company prior to departure date.

12. HEALTH PRECAUTIONS

12.1. It is the responsibility of the Client to ensure that the traveler has taken all necessary and required health precautions applicable to the country(ies) of travel.

12.2. Should a member of the tour not comply with such regulations and they are not permitted to travel as result, cancellation costs as indicated in paragraph 7 will apply.

13. TRAVEL INSURANCE

- 13.1. Travel Insurance is compulsory and included in the cost of the tour.
- 13.2. The choice of Insurance Company is in the discretion of the Company.

14. VISA APPLICATIONS

- 14.1. The Client will be responsible for applying for a required visa for the traveler. The Company will assist by providing the information pertaining to the application process of the visa. It is the Client's responsibility to make the appointment, provide the necessary documentation and pay the visa application centre fee.
- 14.2. The Company will only provide the necessary documentation if the Client has paid for the tour in full.
- 14.3. Should a traveler not be successful in obtaining a visa, there will be no refund due to the Client and cancellation costs as indicated in paragraph 7 will apply.
- 14.4. Should a traveler not have a valid visa and be denied travel by airport and/or airline officials, the Company will not be held liable and a cancellation cost as indicated in paragraph 7 will apply.

15. BAGGAGE ALLOWANCE

- 15.1. The Company will advise the Client on what baggage allowance is provided for each traveler.
- 15.2. Should the traveler exceed these limitations, the cost of additional baggage and/or overweight luggage will be for the travelers account.
- 15.3. The Company accepts no responsibility for excess baggage.

16. FLIGHT DELAYS

- 16.1. The Company will not in any way be liable for any expenses incurred or any other consequences of delayed flights and/or missed flights.

17. INDEMNITY

- 17.1. The Client hereby confirm that 7th Element Travel Management (Pty) Ltd shall not be liable for any claims for damages, rejections of visa applications or delay in the issuing of visas by the specific Embassies, or other liability resulting from mistakes, inaccuracies, errors of judgment, variations, cancellations, or any other act or omission of 7th Element Travel Management (Pty) Ltd, in relation to any information provided, travel arrangements made or other services provided by 7th Element Travel Management (Pty) Ltd, except where such occurrence is attributable to negligence on the part of 7th Element Travel Management (Pty) Ltd or its employees.
- 17.2. The Client acknowledges and accepts sole and final responsibility to verify the accuracy of any and all information provided or arrangements made by 7th Element Travel Management (Pty) Ltd in respect of the traveler, including prices, flight schedules and connection time limits.
- 17.3. The Client further indemnifies 7th Element Travel Management (Pty) Ltd against any claim for damages to the property of the traveler, or for personal injury, illness, trauma, harm or death of the minor child, or any other, loss, expense or claim of whatsoever nature, including the cost of legal action resulting from any of the aforesaid arrangements made or services provided by 7th Element Travel Management (Pty) Ltd, unless due to the negligence of 7th Element Travel Management (Pty) Ltd.
- 17.4. This indemnity includes legal costs on an attorney and own client scale. If 7th Element Travel Management (Pty) Ltd is nevertheless held liable, the Client acknowledges that such liability will be limited to the actual travel cost per passenger. The Client acknowledges that under no

circumstances whatsoever, regardless of the cause, will 7th Element Travel Management (Pty) Ltd ever be liable for indirect or consequential loss or damage.

- 17.5. The Client acknowledges that the loss of any items, *inter alia*, travel documents, money and or luggage shall not be the responsibility of 7th Element Travel Management (Pty) Ltd and the replacement of same shall not under any circumstances be borne by 7th Element Travel Management (Pty) Ltd.

Agreeing to the Terms and Conditions on the Online Booking form is an acknowledgement of Agreement to the information set out in this document.