

PARK TRAVEL STANDARD TERMS & CONDITIONS

Preamble

Park Travel Agency (Pty) Ltd Registration Number 1971/001542/07, an intermediary as defined in the Consumer Protection Act 68 of 2008, and carries on business under the Code of Conduct as stipulated by 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"). Park Travel will provide you with the identity as well as terms and conditions of all Third Party Service Providers, if such terms and conditions are in the possession of Park Travel, and it is your responsibility to familiarise yourself with such terms and conditions and to obtain further clarity regarding the terms and conditions imposed therein. Park Travel may refer to themselves as an "agent" from time-to-time but are not agents for any third parties.

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 Standard Terms and Conditions (STC) 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 updated by the Principal over which Park Travel has no control. Accordingly Park 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

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

Date Changes

Travellers or their agent can make most date changes directly with the airlines involved while they are travelling. Some dates may only be changed through Park Travel. Availability of seats and date change fees are subject to the Third Party Service Provider's policies and fare rules. Park Travel can advise about the policies regarding a specific itinerary on request. Park Travel can assist in making your date changes for a nominal fee, in addition to the date change fees charged by the carrier. Some airlines may not allow date changes. In order to change the departure date, the ticket must be submitted for a refund and a new ticket purchased for the new travel dates. (Please see the section on Cancellations, below.)

Routing Changes

Once tickets have been issued, routing changes including adding, removing, or changing stopovers or connections is subject to the rules of the Third Party Service Provider. Such changes may either be permitted at no fee, not permitted, or subject to an upgrade fee to be borne by the passenger. It may be necessary that the ticket must be submitted for a refund and a new ticket purchased for the new travel routing. (Please see the section on Cancellations, below.)

Conduct

You agree that you will at all times comply with Park Travel's 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

Any special requests you have must be addressed to Park Travel in writing well before the departure date. Whilst the Park Travel will use its best endeavours to accommodate such requests, it does not guarantee that it will be in a position to meet all demands.

Bookings with Third Party Service Providers

Park Travel only acts as an intermediary between the clients (you/yours) and Third Party Service Providers, and accordingly on receipt by Park Travel of any request for a booking(s) in a brochure or tailored quote, Park Travel shall transmit any such booking to the Third Party Service Provider/s concerned and endeavour to secure timely all reservations and arrangements.

All quotations or estimates provided by or bookings made with and/or all services rendered, vouchers, receipts or tickets issued by or on behalf of Park Travel are subject to these Standard 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 travellers.

Park Travel does not accept liability for any actions, errors or omissions by 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 Park 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 Park 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 Park Travel accordingly. Park Travel, its employees and agents shall furthermore 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 Park Travel's employee(s).

Bookings, Change of Arrangements, Routes and Prices

"The booking" or "the reservation" refers 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 Park Travel constitutes a form of contract between you and the Third Party Service Providers and is consequently subject to the terms and conditions of Park Travel and such Third Party Service Providers' conditions of agreement of business.

Wherever possible, Park 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 Park 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 Park 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 they are received within 7 (seven) working days prior to the departure date.

In the event that any Third Party Service Provider is unable to provide the service confirmed to you, Park Travel policy is always to offer you alternative arrangements of similar classification, wherever possible in the same area. Whilst every effort is made to adhere to published itineraries, Park 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.

Notwithstanding anything contained to the contrary herein, unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee. Park 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 on the date of Park Travel's quote. In the event of there being any increase in any of the afore-going costs prior to the issuing of the documents, such variation shall be for your account and payable on request by Park 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 Park Travel's 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 fare quoted by the airline as well as the fare rule conditions stipulated by the airlines and cannot be guaranteed by Park Travel. Should yours be a group booking and the group number deviates 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. Park Travel will be entitled to retain any service fees charged.

Reconfirming Flights/Tickets (Very important!)

Park Travel takes no responsibility for reconfirming flights or for advising the traveller of airline schedule changes once the tickets have been issued. Standard airline rules in effect in most countries require that international flights must be reconfirmed directly with the airlines concerned at least 72 hours prior to departure of each flight or the airline(s) may cancel your reservation(s). The traveller should plan on contacting each airline concerned by phone or at a city ticketing office at least three (3) days before the flight to reconfirm and check for any schedule changes. We recommend that travellers reconfirm each flight, even if the airline says that it is not required.

Airline Default/Involuntary Schedule Changes

Park Travel takes no responsibility in the event of an airline's default, cessation of service on a ticketed route or schedule change. Travel insurance that covers airline default is highly recommended.

Payments

Prices are not guaranteed until air tickets have been paid for in full and issued, and are subject to change at any time until then. As soon as we receive payment, we will begin ordering and issuing air tickets.

Depending on the itinerary, please allow two (2) to four (4) hours from the time payment reaches us for air tickets and/or e-ticket confirmations to be delivered.

Our Bank

ABSA
Account Number : Please contact us to obtain bank details.

Payment and additional charges

Final payment for any booking must be made upon confirmation of the booking, unless specific arrangements have been made with Park Travel and such arrangement confirmed in writing by Park Travel. Final payment is based 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), Park 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 Park 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 Park Travel's credit card authorisation form and comply with the authorisation criteria as laid down by the respective Credit Card Companies and/or the International Air Transport Association (IATA).

Interest at 5% above the current prime bank overdraft rate charged by Park Travel's bank will automatically be applied to all overdue amounts. Any invoice and/or statement received by you shall be immediately payable in full and no deduction or alteration may be made by you should all or any part of the services booked by Park Travel be unused for any reason.

The only forms of payment accepted by Park Travel are:

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

Documentation will only be issued once all funds have been cleared by Park Travel's bankers.

Insurance

It shall not be obligatory upon Park Travel to effect insurance for you except upon detailed instructions given in writing by you and all insurance affected by Park 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 Park Travel shall not be obliged to obtain separate cover for any risks so excluded. Park 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 Park 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 Park Travel or paid to Park Travel by you. Park Travel will not be responsible if you fail to take adequate insurance cover.

Queries must be addressed to the principal insurer, as Park Travel shall not in any way be held responsible for any and/or all information advanced by its staff in this regard. Park 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. Park 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

Park 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 Park 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, Park Travel cannot be held liable for ensuring that these requirements and services are provided correctly or timely or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services.

Cancellation

Park 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 you, Park Travel reserves the right to claim the services, administration, communication and cancellation charges which will inter alia depend on the debits Park Travel received from its suppliers. Failure to cancel will result in the total booking cost being payable. Park 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.

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

Some tickets are completely non-refundable according to airline fare rules. Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, airline default or government travel warnings will not entitle you to any refund in the case of non-refundable tickets or waiving the cancellation penalties in the case that the tickets can be refunded. If tickets are refundable, cancellation penalties can be up to 70% of the cost of the tickets and can take 6 (six) weeks or more to obtain.

Trip cancellation and interruption insurance is therefore highly recommended. For the best coverage, travel insurance should be purchased at the same time as the airline tickets.

Verification of Travellers' Names and Travel Details

It is important that you provide Park Travel with the travellers' names as per the passenger/s travel documents (South African ID or Passport). Failure to do so could result in denied boarding or deportation due to name mismatch information. 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

You are responsible for obtaining any necessary visas and travel permits for all countries that you will be travelling to or transiting through, and for informing yourself/as to which countries/areas within countries require visas and/or special permits. Visa and entry requirements may vary depending on your nationality, the length of stay, and the purpose of the visit, among other factors. Visa information and visas can be obtained by contacting the Consulate or Embassy of the countries involved or from a visa service company. 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 contain sufficient blank pages (for visa issuance) and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with Park Travel before travelling. Park Travel is not lawyer, and nothing we say should be interpreted as legal advice concerning visas, entry requirements, immigration, or residency. Park Travel will endeavour to assist you but such assistance will be at Park Travel's discretion and you acknowledge that in doing so, Park Travel is not assuming any obligation or liability and you indemnify Park 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.

Park Travel cannot be held responsible for:

- Denial of your visa application for any reason;
- Delay of issuance of your visa by the relevant consulate or High Commission;
- Loss of your passport(s) by the consular offices 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 PORT OF ENTRY.

Malaria and other Tropical Diseases: WARNING

Certain areas 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 that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases prior to your departure. In the event of illness on your return, it is imperative that you seek medical attention as soon as possible.

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 documents, at the time of issue where applicable, prior to your departure.

Third Party Service Providers Default/Involuntary Schedule Changes

Park Travel takes no responsibility in the event of an airline or any other third party's default, cessation of service on a ticketed route or schedule change. Travel insurance that covers this default is highly recommended.

Refunds

Airline tickets presented for refund are subject to delays of approximately six (6) weeks but could take longer. Park Travel is unable to refund monies before receipt of funds from the relevant Third Party Service Providers. All refunds are subject to administration fees 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 which you are responsible for familiarising yourself with. Park Travel, as an intermediary, can only assist in processing and following up on your refund. In no way whatsoever does Park Travel or any of its employees guarantee a refund unless it is reduced to writing and provided by the Third Party Service Provider.

Foreign Currency

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

Confidentiality

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

Internet Bookings

If you request or instruct Park Travel to make bookings via the Internet, you irrevocably authorise Park 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.

You also consent and acknowledge to having read the Standard Terms and Conditions, including the fare rules for the airlines in question, and irrevocably consent to being bound thereto.

E-Ticketing

You must be ready to show your Identity Document/passport and that of each member of your party and possibly the credit card used to purchase the ticket at the check-in counter of the airline concerned, depending on the specific airline used. Please note that airlines also require presentation of your identity document / passport at the time of boarding.

Important Notes

Airlines reserve the right to withdraw airfares without notice. We cannot guarantee airfares, airport taxes and fuel surcharges 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 in cash. These are not included in the prices 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 Standard Terms and Conditions.

Interpretation, Law Applicable and Jurisdiction

Words implying the singular shall include the plural and vice versa, words importing one gender shall include the 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 Terms and Conditions. This document reflects the only and full agreement between you and Park 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. You acknowledge that you have not relied on any matter or thing stated on behalf of Park 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 Park Travel, this document will always have preference. You will be liable for all legal fees of an attorney and own client scale in the event that Park Travel has to engage a lawyer to enforce or defend any of its rights or otherwise.

Responsibility/Release and Assumption of Risk

"I understand and am aware that during any travel itinerary in which I will participate under the arrangements of Park Travel (hereinafter referred to as the Company), and its agents, associates, affiliated companies, or subcontractors, certain risks and dangers may arise, including but not limited to the hazards of travelling in unsafe areas or under unsafe conditions, the hazards of travelling in politically unstable areas, the dangers of civil disturbance and war, the forces of nature, the negligent or reckless acts or omissions of, and/or the bankruptcy, insolvency or cessation of services by, the Company's affiliated companies, airlines or subcontractors. In consideration of, and as part for the payment, the right to participate in such travel itineraries, I have and do hereby expressly assume all of the above risks. The terms of this agreement shall serve as a release and express assumption of risk for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me. I have read and fully understand the provisions and the legal consequences of this Release and Assumption of Risk and I hereby agree to all its conditions, especially noting and agreeing to the portion of this provision that releases the Company and its agents, employees, officers, directors, associates, affiliated companies, and subcontractors, to the extent permitted by law, from liability for the negligent or reckless acts or omissions of the Company's affiliated companies, airlines and subcontractors."

These Standard Terms and Conditions must be signed and returned to us at time of payment, along with a photocopy of the picture page of each traveller's passport (required by certain airlines before tickets can be issued).

Signed by traveller:

Date: _____

Thank you!