TRANSACTION TERMS AND CONDITIONS

Sure Mirage Travel

This may seem a little intimidating at first, but you will find it is really important. It is fairly comprehensive and outlines what you should reasonably expect from Sure Mirage Travel when it comes to transacting. You must take the time to read this document as you will be signing that you have read it in order for us to complete a transaction with you. If you have any questions please ask your Sure Mirage Travel consultant.

Consumer Protection Act ('CPA') Notice
Please read the following carefully & proceed accordingly:
IF YOURS IS ONLY AN ENQUIRY AND NOT A BOOKING:

Please (1) SKIP the next two 'bullets' (2), peruse our website at your leisure & submit your enquiry to us by completing the template 'Enquiry Form' & submit.

1. However, if in the process of perusing our website or any of the hyperlinked websites and you come across anything that is not clear, please go to our 'FAQ' link as it may clarify what you are not sure about.
2. If you are still in a quandary, then please go to our 'CONTACT US' link & submit your question to us.

IF YOURS IS A BOOKING:

- The CPA in section 49 requires us to bring your attention to certain aspects – we've done that by underlining certain clauses.
- The CPA in section 49 also requires us to 'Spell out' risk(s) of certain aspects & activities – these clauses have a '[..]' next to them & requires you to tick same as read, explained, understood & accepted – if any of these are still not clear or if you need any further explanation, DO NOT accept the T&C & go to 'ONLY AN ENQUIRY' above & follow those steps.
- The CPA in section 41 also requires us to clarify any 'apparent misapprehension' you may have – if you have such a 'misapprehension' DO NOT accept the T&C & go back to 'ONLY AN ENQUIRY' above & follow those steps.
- If anything is STILL not clear or you STILL have a 'misapprehension' or FAQ has not answered your question(s), email, phone or visit us AGAIN BEFORE completing any 'tick box'.
- If you are finally satisfied that all your queries have been addressed to your satisfaction, then (1) Read the T&C, (2) Tick those with a […], (3) complete all such tick boxes including acceptance of T&C & (4) proceed.

Application
All enquiries, advice, quotations or estimates made or provided by or bookings made with and/or all services rendered by or on behalf of **Sure Mirage Travel(Pty) Ltd ('the Travel Agent')** are subject to these terms and conditions ('the Conditions').

The Client and Authority
The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read, had explained (where applicable), understood 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 (collectively referred to as 'the Client').

Third-Party Service Providers

The Travel Agent provides Clients with travel and/or other services either acting as itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines ('collectively referred to as 'the Principal'). The Travel Agent represents the Principal as agents only and accordingly accepts no liability for any loss, damage, injury, illness, harm or death which any Client may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise unless, in the case of injury or death, it is due to the negligent act or omission of the Company. The contract in use by the Principal (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the Principal and the Client and any right of recourse the Client may have, will be solely against the Principal. The Travel Agent will provide the identity and terms and conditions (or access thereto) of all the Principals relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarise themselves with such terms and conditions ('the Principal's Conditions').

Car and Vehicle Hire

These contracts ('Car Hire T&C') are onerous & include absolutely no fault and strict liability provisions. These Car Hire T&C must be read very carefully and anything you don't understand or any misapprehensions you may have must be discussed with the car hire consultant BEFORE you sign the Car Hire T&C. Please note that you will be liable for all traffic fines and toll fees. We strongly recommend you check the vehicle thoroughly with a representative of the car hire business upon collection and return and ensure that any damage, scratches, faults or shortcomings are noted & signed for. Note that the Car Hire T&C shall constitute the sole contract between the car hire company and the Client and any right of recourse the Client may have, will be solely against the car hire company in terms of the Car Hire T&C.

Air Tickets

These tickets are linked to contracts ('Air T&C') which are very complex and can entail very strict requirements regarding change, airport and departure taxes and cancellation provisions and you MUST enquire about ALL the applicable conditions BEFORE you pay for the ticket. You should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, you are not allowed to use such tickets/coupons out of sequence or to 'skip' one (and e.g. opt for train, bus or car transport) as this will VOID the entire balance of the journey/itinerary. 'No-shows' may result in the ticket being voided and/or the Client being charged a cancellation fee. Note that the Air T&C shall constitute the sole contract between the airline and the Client and any right of recourse the Client may have, will be solely against the airline in terms of the Air T&C. Your rights of recourse as a consequence of over-booking are prescribed by the CPA. Loyalty programs are governed by strict rules of which the Client must be aware and retention of boarding passes and other documentation pertaining to Such programs is the sole responsibility of the Client. Consult the Travel Agent about refunds for unused tickets as strict deadlines apply.

Domestic Flights and Schedule Changes

Please note that Sure Mirage Travel is not responsible for any changes to domestic flights booked separately from the international airline. In the event of a schedule change, you will be responsible for any additional costs. While we can assist in booking domestic flights, any changes or costs arising from such schedule adjustments will be at your own expense. If the schedule change affects accommodation booked, you will be liable to cover any additional accommodation costs incurred.

Booking, Deposit and Reservation

Once the Client has filled in the travel enquiry form, responded to an advertisement verbally or in writing or via e-mail or the Internet or has, without reference to any of the aforesaid, asked for more details (collectively referred to as 'the Enquiry'), about a particular destination, trip, tour or mode of travel (collectively referred to as 'the Proposed Travel Arrangements') the Travel Agent will prepare and provide the Client with an estimate (by hand, telefax or e-mail) ('the Estimate'). Upon the Client's written confirmation that the facts and information contained in the Estimate is correct and upon acceptance of these Conditions by the Client initialling or ticking the relevant tick boxes, the Travel Agent will prepare a quotation for the Proposed Travel Arrangements ('the Quotation'). A non-refundable deposit of 25% ('the Deposit') of the total estimated value of the Proposed Travel Arrangements ('the Price') as specified in the Quotation is required in order to confirm reservations with Principals ('the Booking'), subject to payment of the balance of the Price in due course as specified herein*.

The Travel Agent will not confirm any reservation if the deposit and a signed Quotation are not received. Once the Booking has been completed, the Client will be supplied with the document that will contain the final detail of your Booking ('the Booking Confirmation Form'), which the Client must sign and return to the Travel Agent.

* In the case of air tickets, full payment is required as per the applicable fare rule. If full payment is not received by the applicable date the airline will automatically cancel the reservations.

Destination Selection
The Client acknowledges that it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the Internet. It also acknowledges that such brochures and/or the Internet have been compiled and are managed and updated by the Principal over which the Travel Agent has no control. Accordingly the Travel Agent 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 Principal.

Payment and Payment Terms
The balance of the Price is due not later than six weeks prior to departure [OR on or before the date specified in the Quotation or the Booking Confirmation Form]. 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 the Client's account or the Travel Agent may cancel the Booking. Late payment may also result in cancellation of the reservation by the Principal. The Client undertakes to pay the Travel Agent interest at a rate of 5% above the prime rate charged by the Travel Agent's bank on any payment made after the due date. Credit card payments are subject to due completion of and upon the terms and conditions specified in the Travel Agent's credit card authorization form.

Prices
Prices are quoted at the ruling daily exchange rate. Until the Travel Agent has received payment of the Price in full, it reserves the right to charge any fluctuations to the Client's account and the Client undertakes to pay for any such fluctuation on demand. The onus will be on the Client to check that there have been no changes in the Price prior to making full and final payment. However, once payment of the Price in full is received, the Price is guaranteed (subject to statutory increases such as VAT). However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by the Travel Agent (PLEASE NOTE: This applies especially regarding airport taxes for the entire journey).

Should the Client be a group booking and the group number deviate from the number required for the Booking, the Principal may reserve the right to re-cost the Price and raise a surcharge. Should any Client refuse to accept and pay such surcharge, it may result in the Principal cancelling the Booking and retain any payment made (The Travel Agent will be entitled to retain any service fees charged).

Please note that in some case Principals may nevertheless have a clause requiring passengers to pay an additional amount in the event of fuel surcharges or fuel price increases even though full payment has been effected.

NOTE: Foreign credit cards, Amex credit cards and Diners credit cards will not be accepted.

Responsibility, Limitation of Liability and Indemnity
The Proposed Travel Arrangements are made on the express condition that The Travel Agent, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss (financial or otherwise), damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client whether on the tour or journey or not), to or of their luggage, or other property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of the Travel Agent whatsoever, unless, in the case of injury or death, it is due to the negligent act or omission of the Travel Agent. Such liability will be subject to a limitation of R10 000, 00 (Ten Thousand Rand) per Client per Booking.

The Client indemnifies and holds harmless the Travel Agent, its employees and agents accordingly. The Travel Agent, its employees and agents shall further more not be liable for any indirect and/or consequential loss or damages whatsoever and howsoever arising, unless section 61 of the CPA applies.

Insurance

It is strongly advised that all Clients take out adequate insurance cover such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment (Note that this is not an exhaustive list). The Travel Agent will not be responsible or liable if the Client fails to take adequate insurance cover at all. It shall not be obligatory upon the Travel Agent to effect insurance for the Client except upon detailed instructions given in writing and all insurance effected by the Travel Agent 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 Travel Agent shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers. Once the insurance has been confirmed and paid for, the Client will be issued with a policy document of the insurer. It is a complex document which must be read BEFORE you initiate your travel so that you can address any queries you may have to the insurer BEFORE you depart.

Please note that various credit card companies offer limited levels of travel insurance, which the Travel Agent does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

Travel Documents

Documents (vouchers, itineraries etc) are only prepared and released on receipt of payment of the Price in full. Upon receipt of your travel documents, PLEASE CHECK that ALL the details therein are correct.

Passports, Visas and Health

It is entirely the Client's duty to 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. for malaria) and the like, where required, have been obtained. Please check the requirements with the Travel Agent before travelling. The Travel Agent will endeavour to assist the Client but such assistance will be at the Travel Agent's discretion and the Client acknowledges that in doing so, the Travel Agent is not assuming any obligation or liability and the Client indemnifies the Travel Agent against any consequences of non-compliance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the Proposed Travel Arrangements. Please note that All visitors to South Africa and all clients who are travelling from RSA to another country 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 – However in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. 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. Please ensure that all passports are renewed. The client must ensure that the details supplied to the Travel Agent mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 6 months after your scheduled return to South Africa.

Non-South African passport holders may also be required to have re-entry documentation and it is entirely the client's duty to ensure that such documentation is in order before departure.

Malaria and Other Tropical Diseases: WARNING

Certain parts covered by your itinerary are 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.

Late Booking and Amendment Fees
A late booking fee of R 300.00 [**] per booking may be charged in respect of bookings received within 4 working days prior to the departure date and for 2 working days or less R400.00 [**] per booking. This charge is levied to cover communication expenses involved. An amendment fee of R200.00 [**] per booking may be levied for any changes to the confirmed itinerary.

Cancellation Policy

In the event of a Client cancelling a Booking, the Travel Agent reserves the right to charge a 20% admin fee and claim any applicable cancellation fees as per the airline and hotel policies associated with the booking. All cancellations are subject to the specific cancellation terms of the service providers (airlines, hotels, and other travel suppliers) linked to the booking.

In the rare event that a Principal (airline, hotel, or tour operator) cancels a service before departure, the Client will be entitled to a refund in accordance with the cancellation terms of the respective supplier. The Travel Agent bears no further liability beyond facilitating refunds as per supplier policies.

Unscheduled Extensions
In the unlikely event of there being unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of the Travel Agent, its agents or the Principal, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for the Client's account.

Itinerary Variations and Transfers
While every effort is made to keep to the final itinerary, Principals and/or the Travel Agent reserve the right to make changes for the Client's convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary and this does not constitute any reason for a refund. It is the Client's duty to check each amendment to the itinerary and also to sign the final one.

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

Law and Jurisdiction
South African law and the jurisdiction of South African courts will govern the relationship between the Client and the Travel Agent. The Travel Agent shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

Conduct The Client agrees that he/she will at all times comply with the Travel Agent's or others' requirements and instructions in regard to his/her conduct and he/she will not in any way constitute a hindrance to any other passenger or person on the tour, mode of conveyance, at any place of accommodation, entertainment or where meals and/or drinks are served. The Client indemnifies and holds harmless the Travel Agent against damages suffered and/or costs incurred by the Travel Agent and/or any third party as a result of a breach of this clause.

Special Requests
Clients who have special requests must specify such requests to the Travel Agent in the Enquiry or in response to the Estimate. Whilst the Travel Agent will use its best endeavours to accommodate such requests, it does not guarantee that it will.

Amendments
No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of the Travel Agent.

Refunds
No refunds will be considered in any circumstances whatsoever by the Travel Agent. Refunds by the Principals will be subject to their terms and conditions. The Travel Agent is entitled to charge an administration fee for handling of

refunds. In the event that a booking is refunded the amount refunded may be different to the original amount paid, due to currency fluctuations.

Force Majeure
The Travel Agent shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or frustrated by strike, lock-out, civil commotion, war, act of God, force majeure, lack of materials, operation of law or regulations or order made by any statutory or other duly constituted authorities or any other cause beyond the control of the Travel Agent. Force Majeure includes renovations that may be carried out at your resort whilst the Travel Agent will use its best endeavours to provide current information in that regard and whilst the resort will use it best endeavours to keep any inconvenience to a minimum, the fact that restoration or renovations are being carried out does not constitute grounds for any claim against the Travel Agent.

The Travel Agent will use it best endeavours to recover from third parties such monies as may have been paid to them on behalf of the Client. All monies so recovered by the Travel Agent will be reimbursed to the Client, less a cancellation charge based on the time spent on the booking by the agent on the changes as well as lost revenue to the agent due the cancellation. **Professional fees earned by the Travel Agent are non-refundable.**

Currency Declarations
The Client must lodge a currency declaration (in the event of trans-border travel) with the Travel Agent before the travel documents will be released.

Foreign Exchange Regulation Compliance
This is the Client's exclusive duty. This will apply especially when the Client instructs the Travel Agent to make and pay for travel arrangements on the Internet.

e-Ticketing
The Client must be ready to show their identity document and possibly their credit card at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for EACH MINOR.

Internet Bookings
If the Client requests or instructs the Travel Agent to do bookings via the Internet, the Client irrevocably authorises the Travel Agent to do the following on its behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payments and (3) accept booking conditions.

Driver's License
Even if you have obtained an international driver's licence, please take your national driver's licence with you.

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

Confirmation of Travel Arrangements
All onward travel arrangements (local and international and on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 hours prior to departure.

Taxes and Surcharges
Where possible airport and airline taxes and surcharges are reflected in all prices. It should be noted that certain airlines invoke additional taxes and/or surcharges if any changes are made to the tickets and/or routing even if the ticket has been fully paid. Furthermore it is important that you check with the travel agent prior to departure from South Africa what the current airport departure tax is of all the countries you will be passing though as these taxes are usually payable in the local currency and must be provided for.

Dispute – Resolution

Any and all dispute arising out of or in connection with the Conditions including any question regarding its existence, validity or termination, shall be dealt with as follows:

1. Firstly the parties will meet within 5 (five) working days of the dispute arising to resolve the matter amicably. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place with a further 5 (five) days from the date the mediator is appointed Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Johannesburg within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.
2. Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application.

DOMICILIUM ET EXECUTANDI

The parties elect their respective domicilium et executandi as reflected in the Booking.

Entire Contract

The Conditions constitute the entire terms of the relationship between the parties. 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 the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Travel Agent or otherwise that is not included herein.