
TERMS AND CONDITIONS

1. INTERPRETATION

In these Terms and Conditions, unless a contrary intention clearly appears:

- 1.1 When any number of days is referred to in these Terms and Conditions, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.2 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words will prevail;
- 1.3 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the female and words importing persons shall include partnerships, body corporate and juristic persons;
- 1.4 The clause headings in these Terms and Conditions have been inserted for convenience only and will not be taken into consideration in the interpretation of these Terms and Conditions;
- 1.5 "LISA" shall mean a joint venture represented herein by Klein Hospitality and Tourism Services CC, a close corporation, registered in terms of the laws of South Africa and having registration number 2010/039689/23;
- 1.6 "Client" shall mean any person using the www.luxuryinsouthernafrica.com website and/or any facility and/or product provided by LISA or named in any LISA Itinerary (provisional or confirmed), and "Client" shall also include any agent who acts on behalf of any third party making any booking via LISA;
- 1.7 "Services" shall include, but not be limited to, provision of accommodation, activities (including adventure and extreme), car hire and other travel, tour operators, packages and shall include any other services incidental to any of the foregoing;

- 1.8 "Itinerary" shall mean any part or all of the travel arrangements for accommodation, activities, packages, tours, car rentals and other linked travel Services made on behalf of the Client with the Suppliers;
- 1.9 "Terms and Conditions" shall mean this document;
- 1.10 "Parties" shall mean LISA and the Client;
- 1.11 "Supplier" shall mean the supplier of any Service;
- 1.12 "LISA website" shall mean www.luxuryinsouthernafrica.com.

2. APPLICABILITY OF STANDARD TERMS AND CONDITIONS OF CONTRACT

Any agreement entered into by and between LISA or the Supplier and the Client for any Services is done in accordance with these Terms and Conditions of LISA.

LISA reserves the right to change its Terms and Conditions and the Client's use of the LISA website will constitute the Client's acceptance of these Terms and Conditions, or any amendments hereto.

3. SPECIAL CONSIDERATIONS

- 3.1 Any visual material and/or information relating to a specific product or accommodation available on the LISA website is made available to LISA courtesy of the Supplier. Although LISA makes every effort to ensure the correctness of the data and/or information of each Supplier displayed on the LISA website, LISA cannot and does not guarantee the accuracy of such data and/or information, and LISA assumes no liability or responsibility for any incorrect data and/or information displayed on the LISA website, or any data and/or information omitted from the LISA website.
- 3.2 The information, software, products, or services on the LISA website may not be reproduced, sold, transferred, modified, licensed or distributed without written permission of the respective Supplier or LISA.
- 3.3 The Client agrees not to use the LISA website and/or its contents and/or information displayed on the LISA website for any use save for planning and/or enquiring with LISA for travel/accommodation purposes. The Client will not provide Services to a third party.

- 3.4 The tracking of users and their data off the LISA website by any means, automated (e.g. spider, robot, scraper) or otherwise is prohibited without the written permission of LISA.
- 3.5 The Client may not bypass or evade any measures put in place to prevent or limit access to the LISA website.
- 3.6 The Client may not deliberately overload the LISA infrastructure by any means whatsoever and may not deep-link to any portion of the LISA website for any purpose without the written permission of LISA.
- 3.7 The rates quoted on the LISA website are guidelines only and final rates will only be confirmed once the Client has received his/her itinerary back from LISA.
- 3.8 It is the responsibility of the Client to implement sufficient anti-virus software on his/her computer to access the LISA website, and LISA does not guarantee that the data and/or information displayed on the LISA website is free from any or all viruses, and LISA does not accept liability or responsibility for any loss or damage caused by any virus.

4. LISA CONCEIRGE ACTING AS AGENT ONLY

In accordance with these Terms and Conditions, LISA acts as agent only for and on behalf of the Client in procuring the Services of the Supplier. As such, LISA shall, under no circumstances, be liable for the acts and omissions, loss, damage, accident, delay, errors, misrepresentations, breaches, negligence, or for any personal injuries, death, property damage, or other damages, or expenses resulting therefrom caused by any of the Supplier or the Client. The Supplier is responsible for the delivery of its service to the relevant Client on the specified date and the Supplier will be liable if such Supplier fails to meet its obligations to the Client. LISA may recover any loss, damage or additional expenditure incurred due to the failure of the Supplier to supply the relevant Services.

5. CANCELLATIONS AND REFUNDS

- 5.1 Cancellations of confirmed Itineraries may only take place in accordance with the procedure outlined in this clause. All requests for cancellations shall be made via the channels provided by LISA and the request for cancellation shall only become effective on the date of receipt thereof in writing by LISA.

- 5.2 The following cancellation fees shall be applicable and shall be calculated by reference to the total cost of the itinerary serviced on your behalf:
- a) 90 days or more notice given by the client to LISA, 100% (one hundred percent) of the total cost shall be refunded;
 - b) 60 - 89 days or more notice given by the client to LISA, 75% (seventy five percent) of the total cost shall be refunded;
 - c) 30 - 59 days notice given by the client, 50% (fifty percent) of the total cost shall be refunded; and
 - d) less than 30 days notice given by the client, the full cost (in its entirety) will be forfeited and no refund shall be granted.
- 5.3 The amount of days notice given by the Client is calculated as the date of receipt by LISA of a Client's cancellation request, less the start date of Client's confirmed Itinerary.
- 5.4 No refunds shall be given to Clients who arrive at their destination listed in the Itinerary early, late or who is absent from a booking. In the event of the Client terminating the booking for whatever reason after the commencement date as stated in the Itinerary, no refund shall be made to the Client.
- 5.5 In the event of the cancellation of an activity by a Supplier for reasons relating to safety, weather or sea conditions, a refund of 90% of the total activity cost will be paid by LISA (within 30 days of the date of cancellation) to the Client. In all other instances, where a service is cancelled by a Supplier, for whatever reason, no refunds will be considered in any circumstances whatsoever by LISA.
- 5.6 Failure to produce (to the relevant Supplier) a LISA voucher or any other ticket or reference number could result in the Client not being allowed to take part in the specified activity, and no refund will be made by LISA to the Client. It is the responsibility of the Client to ensure they have all the correct vouchers, tickets and reference numbers when they arrive for their activity.

6. ITINERARIES, ALTERATIONS, RATES AND PAYMENTS

- 6.1 The Client's acceptance of a confirmed Itinerary and any vouchers or tickets and/or the Client utilizing the services comprising any LISA itinerary, tour or package will be deemed to constitute the Client's acceptance of the Suppliers' Terms and Conditions. The Terms and Conditions of LISA including any booking fees will also be applicable and the Client will be liable on the terms provided for therein.

- 6.2 LISA will endeavor to timeously confirm the status of any Itinerary within the confirmation guidelines. If LISA is unable to do so, this does not constitute an act of negligence or breach on its part.
- 6.3 In the event of the Client wishing to amend their Itinerary in any way, it is the Client's responsibility to contact the Supplier directly with their request. The Supplier may elect, without obligation, to accommodate such request and may charge an amendment fee as it deems necessary. All relevant Supplier contact information will be supplied to the Client after full payment has been made by the Client to LISA.
- 6.4 It is the duty of the Client to inform the Supplier of any special requests, needs or facilities required due to medical needs, requirements relating to disabilities, special dietary requirements and any other requirements incidental thereto. As stated above, all relevant Supplier contact information will be supplied to the Client after full payment has been made by the Client to LISA.
- 6.5 In the event that any Supplier is unable to provide the service booked for the Client, then the Supplier will endeavor to offer the Client alternative arrangements, wherever possible. Should the Client be unwilling or unable to accept the alternative arrangements offered by the Supplier, any refunds will be subject to LISA's "Cancellation and Refunds" clause herein. Any refund in respect of any commission paid or payable to LISA shall be at the sole discretion of LISA.
- 6.6 Whilst every effort is made to adhere to the confirmed itineraries, LISA reserves the right to effect changes should this be deemed necessary. In such cases, where an alteration to the Itinerary is necessitated by, for example, a change in weather conditions, this does not constitute a ground for a refund.
- 6.7 All Low, High and Peak rates supplied by LISA are a guide only and are subject to the seasonal pricing of the particular supplier. Rates will be confirmed only once the Clients have received their confirmed Itinerary back from LISA and have accepted any amendments that may have been made. The rates provided by LISA are a guide and subject to change.
- 6.8 Rates for single occupancy and children may apply depending on the Supplier but this is at the sole discretion of the relevant Supplier and will only be confirmed when the Client receives their confirmed itinerary back from LISA.
- 6.9 Any increase in the total Itinerary price occasioned by the fluctuation in rates of exchange between the date of submission to LISA and the date of full payment shall similarly be for account of the Client.

- 6.10 LISA makes no representation for the accuracy of a currency converter (should it ever decide to add one to the website). The Client is fully responsible for checking the accuracy of any currency exchange rate.
- 6.11. Payments shall be made by the Client to LISA by way of credit card or by EFT (South African residents only). When paying via EFT the Client must immediately e-mail or fax confirmation of the payment to LISA. The relevant reference number for the Itinerary shall at all times be reflected on the proof of payment.
- 6.12 If the Client chooses to pay via EFT (SA residents only) your booking will only be confirmed and finalized once the funds reflects in LISA's designated bank account.
- 6.13 All payments due by a Client to LISA shall be made no later than 1 (one) day after receiving confirmation of their Itinerary back from LISA.
- 6.14. A service fee, to manage the Client's itinerary and service the Client's travel reservation, may apply to itineraries confirmed by LISA and this will be at LISA's sole discretion.

7. CANCELLATIONS AND AMENDMENTS TO ITINERARIES

- 7.1 LISA has the right at any time, and in its sole discretion, to amend or cancel any Itinerary in the event of the services or any part thereof rendered impossible, illegal or inadvisable due to force majeure, the definition of which including war, strike, civil strife, riot, industrial dispute, natural or nuclear disaster, fire, adverse weather conditions, governmental interference or any other external circumstances beyond LISA's control.
- 7.2 Any extra costs and expenses occasioned as a result of an alteration to or cancellation of Itineraries shall be payable by the Client on demand by LISA.
- 7.3 LISA may further in its sole discretion cancel or terminate a Client's Itinerary in the event of any illness or the illegal or incompatible behavior by the Client, who shall, in such circumstances, not be entitled to any refund. Any extra costs occasioned by such cancellation or termination as provided for in this clause 7 shall be payable by the Client on demand.

8. INSURANCE

- 8.1 The Client will be responsible for arranging and effecting adequate travel and medical insurance cover in order to cover yourself, your dependants and/or

traveling companions for the duration of the booking for which the Client have reserved.

- 8.2 This insurance cover should include cover in respect of, but not limited to, as a minimum, the following eventualities: any expenses associated with cancellation or curtailment of a booking reservation; emergency evacuation and medical expenses; personal injury, repatriation expenses; damage/theft/loss of personal baggage, money and goods.
- 8.3 Under no circumstances shall LISA, its representatives, employees or members be responsible for any costs, losses incurred or suffered by the Client, your dependents or traveling companions with regard to, but not limited to, the above eventualities.
- 8.4 The Client hereby acknowledges that it is their responsibility to take travel insurance and that the cost thereof will be for their account.
- 8.5 LISA may from time to time provide the Client with the opportunity to add a specific travel insurance product to their Itinerary. The travel insurance cover provided by LISA is not intended to, nor does it constitute a recommendation or suggestion as to the insurance cover to be effected by the Client. It is at sole discretion of the Client to add insurance cover to their Itinerary and the Client will be consequently subject to the terms and conditions of the travel insurance provider.

9. RIGHT OF RETENTION

Until such time as LISA has received payment in full for the services as set out in the confirmed Itinerary, no confirmation documentation will be issued or handed over to the Client.

10. MEDICAL

It is the responsibility of the Client to be aware of all potential diseases, e.g. Malaria, when traveling to Africa. The Client, must take all necessary vaccinations and precautions, as are required in the prevention of these diseases, which are endemic to certain regions of Africa. LISA does not accept any responsibility whatsoever for the Client being refused entry to any country due to incorrect or incomplete health documentation or vaccinations.

11. TRAVEL DOCUMENTS

- 11.1. The Client must ensure that prior to embarking on their travel, their passport and visas, and those of their dependents and traveling companions are valid. Such responsibility shall also extend to vaccinations and other medical certificates, and all other travel documents, including traveler's cheques, where applicable.
- 11.2. LISA does not accept any responsibility for changes in medical requirements or regulations for visas or any particular visa requirements. Should the Client be refused entry to any country, due to incorrect or incomplete documentation or failure to comply with that country's medical requirements, LISA shall not be liable for any costs of whatsoever nature occasioned thereby.

12. DISCLAIMER OF LIABILITY

- 12.1 LISA shall not be liable to the Client for any claim of whatsoever nature in connection with the provision of any Services and for damages for personal injury or to property, howsoever arising.
- 12.2 Notwithstanding anything to the contrary contained in these Terms and Conditions, LISA shall under no circumstances whatsoever, be liable for any indirect or consequential loss/es, howsoever caused or suffered by the Client.
- 12.3 Access to and use of LISA's website is at the user's own risk.
- 12.4 LISA does not guarantee the accuracy of, and disclaims any liability for inaccuracies relating to the information on LISA's website (including, without limitation, images, list of accommodation amenities, facilities and general product descriptions), much of which information is provided by the respective Suppliers.
- 12.5 LISA makes no representations about the suitability of the information, software, products, and services contained on LISA's website for any purpose, and the inclusion or offering for sale of any products or services on LISA website does not constitute any endorsement or recommendation of such products or services by LISA. All such information, software, products, and services are provided "as is" without warranty of any kind by LISA
- 12.6 Whilst LISA will take reasonable steps to confirm the Itinerary of the Client timeously and ensure their comfort and safety, participation in any activities, tours or packages offered by the Supplier (including transportation to and from any venues) is at the Client's own risk. Accordingly, the Client and any person on whose behalf the Client have booked, will have no claims (whether

for loss, damage, injury, accident, delay or inconvenience to any person and/or their luggage or other property) against LISA and its employees, howsoever such loss may occur.

13. CHILD POLICY

- 13.1 A child of 12 years and older will automatically be regarded as an adult and charged the full adult rate for all Services provided.
- 13.2 Certain Suppliers offer a discounted rate to children under 12 years old. These rates will be advised when your itinerary is confirmed by LISA.
- 13.3 Certain accommodation establishments refuse permission to children under the age of 12 years. This is beyond the control of LISA and it is the responsibility of the Client to check the Child Policy of the relevant Supplier. LISA cannot be held liable for any changes to the Suppliers' Child Policy.
- 13.4 Misrepresentation of an adult as a child will be dealt with by the Supplier and subject to their terms and conditions.

14. INTERPRETATION, LAW APPLICABLE AND JURISDICTION

- 14.1 These Terms and Conditions are governed by the laws of the Republic of South Africa. Any legal proceedings arising out of or relating to the Agreement will be subject to the jurisdiction of the courts of the Republic of South Africa.
- 14.2 No conditions, warranties or representations, whether verbal or non-verbal, and, whether express or implied, and whether by statute or otherwise, shall apply hereto.
- 14.3 No indulgence, leniency, or extension of time which LISA may grant or show to the Client shall in any way prejudice LISA's rights or preclude LISA from exercising any of its rights against the Client in the future.
- 14.4 This document reflects the only and full agreement between the Client and LISA and any variation and/or extension thereof shall not be valid unless agreed to both by the Parties in writing.
- 14.5 In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by LISA, this document will always have preference.
- 14.6 No variation or alteration of these standard Terms and Conditions shall be binding on LISA unless embodied in a written document signed by a representative of LISA. Any purported variation or alteration of these Terms

and Conditions otherwise than as set out above shall be of no force or effect, whether such purported variation is written or verbal, or a combination of both.