



STANDARD TERMS AND CONDITIONS OF CONTRACT

1 INTRODUCTION

- 1.1 These booking terms and conditions apply to all bookings you make with Cardinal.
- 1.2 These booking terms should be read and understood prior to booking your travel, and will be binding on you as soon as they have been accepted by you and/ or we have issued a confirmation invoice to you for the Travel Arrangements which you booked.

2 INTERPRETATION

In this Agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention -

- 2.1 a word or an expression which denotes –
 - 2.1.1 any gender includes the other genders;
 - 2.1.2 a natural person includes an artificial or juristic person and vice versa; and
 - 2.1.3 the singular includes the plural and vice versa;
- 2.2 the following words and expressions shall bear the meanings assigned to them below and cognate words and expressions bear corresponding meanings -
 - 2.2.1 "**Agreement**" – this agreement containing the standard booking terms of Cardinal, together with its annexures, as amended from time to time;
 - 2.2.2 "**the Booking / Reservation**" shall mean any part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel Services made on behalf of the Client with the Suppliers following the Client's acceptance of a Quotation, and excludes services of a peripheral nature
 - 2.2.3 "**Cardinal**" means Cardinal Lodges and Leisure Close Corporation (registration number 2005/124528/23, a close corporation with limited liability duly incorporated in South Africa;
 - 2.2.4 "**the Client**" shall mean the person who applies (directly or indirectly) to Cardinal for the Services. The aforesaid will include but is not limited to a person who applies for his own use or benefit or that of any other person and whether applying as principal, agent or sub-Contractor. The Client shall include any other person on behalf of the Client or whom the Client represents and includes the

Client in Cardinal's Application Form;

- 2.2.5 **"Entity"** or **"Person"** – Includes any natural or juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, joint venture, trust, undertaking, voluntary association, body corporate, and any similar entity;
- 2.2.6 **"Enquiry"** means any form of communication from the Client requesting Cardinal to assist the Client with any form of travel arrangement, which will be followed by a Quotation and then if the Quotation is accepted by a Book or Reservation;
- 2.2.7 **"Parties"** – collectively, the Cardinal and the Client **"Party"** shall mean any of them, as the context may require;
- 2.2.8 **"Peripheral Requirements / Services"** shall mean, inter alia, 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 Cardinal acts as intermediary;
- 2.2.9 **"Prime"** – the variable interest rate quoted from time to time by Cardinal's bankers as its prime rate, which shall be a nominal annual compounded monthly rate, as calculated and charged by that bank and as certified by any manager or director of that bank, whose appointment need to be proved and whose certificate shall, in the absence of manifest error, be final and binding on the Parties;
- 2.2.10 **"Quotation"** shall mean a written proposal and cost estimate by Cardinal to the Client in accordance with the Client's Enquiry, which if accepted is subject to the terms and conditions contained herein;
- 2.2.11 **"the Principal/Supplier"** shall mean the provider of accommodation, transport, and all other relevant services or products arranged by Cardinal, or any services ancillary thereto provided by the Principal or any other party...
- 2.2.12 **"the Services"** shall mean any travel or other service facility, product or matter incidental thereto of whatsoever nature arranged or to be arranged by Cardinal (whether directly or indirectly) to or for the "Client or the Traveller". The aforesaid shall be used interchangeably and shall include inter alia but not be limited to

the providing of advice or information, the booking of reservations for accommodation, transport or the like (whether by air, sea, land or otherwise), the application for passports, visas or other travel contracts, the arranging or obtaining of insurance, any other service or facility (even though not specifically requested by the Client or the Traveller) provided by Cardinal or which Cardinal in its sole and absolute discretion deems necessary or ancillary to the services of facilities requested or anything else associates with or related to travel;

- 2.2.13 **"Signature Date"** – when this Agreement has been signed by all of the Parties (whether or not in counterpart), the latest of the dates on which this Agreement (or a counterpart) was signed by a Party;
- 2.2.14 **"South Africa"** – the Republic of South Africa;
- 2.2.15 **"Suppliers"** means persons or entities engaged in, or associated with the travel Industry, including inter alia, air liners, tour operators, hotels, shipping companies, car hire and other providers of air, land, sea or any other travel arrangements, products or services;
- 2.2.16 **"the Traveller"** shall mean any person (whether or not such person is the Client) who utilizes or obtains any benefit from the Services of Cardinal. The Traveller shall include a potential Traveller;
- 2.2.17 **"the Travel Agent / Consultant"** shall mean any other party who has made or secured any travel bookings or arrangements for the Client, other than Cardinal; and
- 2.2.18 **"Travel Arrangements"** means all travel, accommodation and excursions attended to and/or scheduled by Cardinal on behalf of the Client.
- 2.3 Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time;
- 2.4 If any provision in a definition is a substantive provision conferring a right or imposing an obligation on any Party then, notwithstanding that it is only a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement.
- 2.5 Where any term is defined within a particular clause other than this clause 1, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement;

- 2.6 Where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day;
- 2.7 Any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, calendar months and calendar years respectively;
- 2.8 Any term which refers to a South African legal concept or process (for example, without limiting the foregoing, winding-up or curatorship) shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply or to the laws of which a Party may be or become subject; and
- 2.9 The use of the word “**including**”, “**includes**” or “**include**” followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 2.10 The rule of interpretation which prescribes that, in the event of ambiguity, a contract should be interpreted against the party responsible for its drafting, shall not be applied in the interpretation of this Agreement.

3 INTRODUCTION

- 3.1 Cardinal is an intermediary as defined in the Consumer Protection Act 68 of 2008 and provides Clients with Services on behalf of Suppliers.
- 3.2 Cardinal will provide the Client with the identity as well as terms and conditions of all Suppliers, if such terms and conditions are in the possession of Cardinal, and it is the Client's responsibility to familiarise him/herself with such terms and conditions and to obtain further clarity regarding the terms and conditions imposed therein.
- 3.3 Cardinal may refer to themselves as an “**agent**” from time-to-time but are not agents for any third party/ies.
- 3.4 These terms and conditions will govern all future dealings between the Parties and may be amended from time to time.

4 **AUTHORITY**

The Client requesting such Quotations or estimates or making such Booking or to whom any service is rendered, is deemed to have read and accepted these Terms and 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.

5 **DESTINATION SELECTION**

- 5.1 The Client acknowledges that he/she has selected the itinerary and destination(s) constituting the booking based on information gleaned from information sources which have been compiled and are managed by the Suppliers.
- 5.2 Cardinal does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such information sources. The Client acknowledges that any right of recourse in that regard will be against the Suppliers.
- 5.3 While it is possible to break away from the itinerary, it is understood that such breakaways will be for the Client's account.

6 **COVID-19**

- 6.1 Cardinal recommends that each Traveller contact the Department of Health or visit their website at <http://www.health.gov.za/> as well as the South African Covid Portal on <https://sacoronavirus.co.za/> for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit.
- 6.2 In addition you should familiarise yourself with airline requirements around passenger safety, including the requirement for face masks and the need to produce evidence meeting airline and border control requirements in relation to a negative COVID-19 test both for transit and final destination Travellers. This information is subject to change without notice and Cardinal recommends that each Traveller familiarise themselves with the relevant airline and government policies for your transit and final destination at each of:
 - 6.2.1 the time of booking,
 - 6.2.2 as the travel date approach; and
 - 6.2.3 immediately before travel.
- 6.3 The Client acknowledges that he/she is choosing to travel at a time where he/she

may be exposed to the Coronavirus and the decision to travel is made based on his/her own consideration of this information, and each Traveller acknowledge and agree that they are aware of, and assume responsibility for, the risks associated with traveling at this time.

6.4 To the fullest extent permitted by law, Cardinal accepts no liability in relation to these additional risks.

6.5 Notwithstanding anything contained in this Agreement, Cardinal is, subject to any additional costs being for the account of the Client, to agree to a postponement of travel, where such postponement is requested no less than 45 (forty-five) days before commencement of the travel arrangement and the cause of such postponement is Covid-19 related (subject to verification and supporting documentation being presented on request to Cardinal).

7 DATE CHANGES

7.1 Travellers or their agents can make most date changes directly with the airlines involved while they are travelling. Some dates may only be changed through Cardinal.

7.2 Availability of seats and date change fees are subject to the airlines' policies and fare rules. Cardinal can advise about the policies regarding a specific itinerary on request.

7.3 Cardinal is able to assist in making the requested date changes for an additional charge. These charges will be in addition to the date change fees charged by the carrier. Some airlines may not allow date changes. In order to change the travel dates of such tickets, the ticket must be submitted for a refund and a new ticket purchased for the new travel dates.

8 ROUTING CHANGES

8.1 Once tickets have been issued, routing changes (including adding, removing, or changing stopovers or connections) may not be permitted by all airlines.

8.2 If a routing change is needed, the ticket may need to be submitted to Cardinal for a refund and a new ticket purchased for the new travel routing.

9 CONDUCT

9.1 The Client agrees that he/she will at all times comply with Cardinal or the Suppliers'

requirements in regard to the Client's conduct and the Client will not in any way constitute a nuisance or a danger to any other passenger on the booking.

10 SPECIAL REQUESTS

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

11 CARDINAL AS AN INTERMEDIARY

- 11.1 Cardinal only acts as an intermediary between the Client and the Suppliers, and accordingly on receipt by Cardinal of any request for a booking(s) in a brochure or tailored quote, Cardinal shall transmit any such booking to the Suppliers concerned and endeavour to secure timeously all reservations and arrangements.
- 11.2 All quotations or estimates provided by or bookings made with and/or all services rendered or vouchers, receipts or tickets issued by or on behalf of Cardinal are subject to these Standard Terms and Conditions as well as those of any Supplier.
- 11.3 The Suppliers 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 by all Travellers.
- 11.4 Cardinal does not accept liability to the Traveller for any actions, errors or omissions of the Suppliers and/or their agents, which may be prejudicial to the Client or result in loss in any way or form whatsoever, including injury, illness, harm, trauma, death and/or loss of or damages of whatsoever nature or kind and the Client indemnifies Cardinal accordingly.
- 11.5 Any right of recourse the Client may have, will be solely against the Suppliers.

12 LIMITATION OF LIABILITY

- 12.1 Neither Cardinal nor any related company or representative shall be liable for any injury, illness, harm, trauma, death to the Client or any other passenger and/or loss of or damage howsoever caused and the Client hereby indemnifies Cardinal accordingly.
- 12.2 Cardinal, its directors, 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 Cardinal's employee(s). In the event of any liability attaching to Cardinal, liability shall be limited to a maximum of R5000 (Five Thousand Rand) per Traveller.

13 **BOOKINGS**

- 13.1 Wherever possible, Cardinal will endeavour to confirm the status of any booking in writing and will try and hold provisional bookings for 7 (seven) days, but any failure to do so shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of Cardinal.
- 13.2 All bookings are subject to a 25% (twenty-five) percent non-refundable deposit being paid on the due date for payment of the mentioned deposit.
- 13.3 All bookings should be regarded as confirmed on confirmation of the following:
- 13.3.1 Client has made the required deposit;
 - 13.3.2 Client has signed the quotation / a copy of this Agreement and returned same to Cardinal; and
 - 13.3.3 Cardinal has confirmed in writing of the said booking.
- 13.4 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 Cardinal, expenses relating to these unscheduled extensions (hotel accommodation, etc.) will be for the Client's account.
- 13.5 Any bookings received, or amendments to bookings received within 7 (seven) working days prior to the departure date may be subject to a penalty fee, to cover the communications and expenses involved.
- 13.6 Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested non-refundable deposit or guarantee.
- 13.7 Cardinal reserves the right to cancel any booking without prejudice, in the event of full payment or a non-refundable deposit or part thereof not being received on the due date for payment.
- 13.8 The price quoted to the Client is based on fares, hotel prices, transport costs and other relevant costs at the date of Cardinal's quote.

- 13.9 In the event of there being any increase in any of the foregoing costs prior to the issuing of the documents, such variation shall be for the Client's account and payable on request by Cardinal, as shall any increase in the price(s) quoted arising from the fluctuation in rates of exchange.
- 13.10 Documents will not be issued until such time that full payment is cleared by Cardinal's bankers. 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. Airfares are subject to the fare and fare rule conditions quoted by the air liners and cannot be guaranteed by Cardinal.
- 13.11 Should the Client's be a group booking and the group number deviates from the number required for the booking, the Suppliers may reserve the right to re-cost the price and raise a surcharge. Should the Client or any party of the Client's group refuse to accept and pay such surcharge, it may result in the Suppliers cancelling the booking and retaining any payment made. Cardinal will be entitled to retain any service fees charged.

14 **SUBSTITUTION OF ACCOMODATION**

Cardinal records that:

- 14.1 The global pandemic has had a detrimental effect on many hospitality and tourism companies.
- 14.2 It takes care in recommending well established and luxurious hotels, safari lodges and related service providers when planning and designing personal programs and itineraries. Should a current suggested property or service provider be unable to fulfil a future booking, Cardinal reserves the right to substitute these with a similar property or service of an equivalent standard.

15 **FLIGHTS**

Cardinal records that:

- 15.1 The ticket price is based on the number of passengers as advised in the proposed agenda for each component.
- 15.2 The ticket price may be affected should numbers of passengers increase or decrease.
- 15.3 Airfare and taxes are subject to daily fluctuation and change without prior notice.

- 15.4 Amendments to flights and name change will incur additional fee to the Client.
- 15.5 No flight reservation is being held.
- 15.6 All passengers need to present their passport for regional / international flights for check in purpose.
- 15.7 Airline terms and conditions, baggage allowance, fares and ticketing as well as deposit and cancellation policies will apply to the booking.

16 RECONFIRMING FLIGHTS/TICKETS

- 16.1 Cardinal takes no responsibility for reconfirming flights or for advising the Traveller of airline schedule changes once the tickets have been issued.
- 16.2 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 reservations.
- 16.3 The Traveller should plan on contacting each airline concerned by phone or at a city ticketing office at least three days before the flight to reconfirm and check for any schedule changes. Cardinal recommends that Travellers reconfirm each flight, even if the airline says that it is not required.

17 AIRLINE DEFAULT / INVOLUNTARY SCHEDULE CHANGES

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

18 SCHEDULE CHANGES

- 18.1 Cardinal takes no responsibility in the event of air liners or any other third parties, including any Supplier's default, cessation of service on a ticketed route or schedule change.
- 18.2 Travel insurance that covers this default is highly recommended.

19 PAYMENT

- 19.1 Any outstanding fees are to be paid by no later than 60 (sixty) days before commencement of travel.

- 19.2 Prices are not guaranteed until tickets have been paid for in full and issued, and are subject to change at any time until then.
- 19.3 Final payment for any booking must be made upon confirmation of the booking, unless specific arrangements have been made and confirmed in writing by Cardinal.
- 19.4 Final payment is based upon on the quoted and confirmed price, less any non-refundable deposit paid, plus any additional charges that may have been incurred.
- 19.5 Aside from passport, visa and other peripheral service fees ("**additional fees**"), Cardinal reserves the right to claim late booking charges, communications, consultation, administration and amendment fees where applicable.
- 19.6 Cardinal's banking details as set out in the Quotation or such alternative banking details as provided by Cardinal to the Client in writing.
- 19.7 Preferred form of payment: Electronic Funds Transfer (EFT) and proof of payment must to be e-mailed to Cardinal.
- 19.8 Cardinal does not accept payments made by cheque or credit card.
- 19.9 Documentation will only be issued once all funds have been cleared by the Cardinal's bankers.

20 **TICKETS**

- 20.1 As soon as Cardinal receives payment, it will begin ordering and issuing tickets. Depending on the itinerary, please allow 14 (fourteen) days from the time payment reaches us for tickets and/or e-ticket confirmations to be delivered. Tickets may be issued as paper tickets, e-tickets, or a mix of both.

21 **LATE PAYMENT**

- 21.1 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. Alternatively, Cardinal may cancel the booking.
- 21.2 Late payment may also result in cancellation of the reservation by the Third Party Service Providers.
- 21.3 Interest at 5% above the current Prime and will automatically be applied to all overdue amounts.

22 INSURANCE

- 22.1 Cardinal strongly recommends that comprehensive travel insurance be purchased for the duration of the Client's journey. Such insurance should as a minimum cover the Traveller against all risks but no limited to cancellation, curtailment and default, damage, delay, evacuation, medical treatment, hospitalization, illness, inconvenience, injury, loss, repatriation and theft.
- 22.2 It shall not be obligatory upon Cardinal to effect insurance for the Client. Cardinal shall not be obliged to obtain separate cover for any risks so excluded. Nor shall Cardinal be under any obligation to affect a separate insurance for each Client.
- 22.3 Cardinal will not be responsible if the Client fails to take adequate insurance cover.

23 PERIPHERAL REQUIREMENTS

- 23.1 Cardinal will, on request, endeavour to assist the Client with Peripheral Requirements or Services. However, Cardinal cannot be held liable for ensuring that these Peripheral Requirements and Services are provided correctly or timeously or at all, nor ensure the accuracy of any information or any lack of information relating to such Peripheral Requirements and/or Services.
- 23.2 Cardinal is not responsible for the settling of bar bills, purchases, telephone calls, laundry, spa treatments or any items of a personal nature. This is for the Client's own account and is to be settled prior to check-out.

24 TRAVELLERS DETAILS AND DOCUMENTS

- 24.1 It is important that the Client provide Cardinal with the Travellers' full names as per the passenger/s travel documents (identity documents and passports). Failure to do so could result in denied boarding or deportation due to name mismatch information.
- 24.2 Please confirm that all of the travel arrangements, itinerary details and documents are correct. Once documents have been issued, name changes are not permitted to air liner's tickets and any change thereto will require that the ticket/s are submitted for a refund and a new ticket is issued.
- 24.3 Any financial penalties imposed by the service provider(s) as a result of name changes will be payable by the Client.

25 OTHER DOCUMENTS

- 25.1 Other documents that may be required for the Client's journey are the Client's identity document, an international driver's license, inoculation certificates and hotel, car and tour vouchers.
- 25.2 The Client is to please ensure that he/she checks all of these documents at the time of issue where applicable, prior to the Client's departure.

26 PASSPORTS, VISAS & HEALTH

- 26.1 The Client is responsible for obtaining any necessary visas and travel permits for all countries that the Client will be travelling to or transiting through, and for informing him/herself as to which countries/areas within countries require visas and/or special permits.
- 26.2 Visa and entry requirements may vary depending on the Client's 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.
- 26.3 It is entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time and that the Client's passport will be valid for six months to one year after the Client's return to his/her home country and contains sufficient blank pages (for visa issuance) and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained.
- 26.4 Cardinal will endeavour to assist the Client but such assistance will be at Cardinal's discretion and the Client acknowledges that in doing so, Cardinal is not assuming any obligation or liability and the Client indemnifies Cardinal against any consequences of non-compliance.
- 26.5 It is specifically noted that Cardinal cannot be held responsible for: Denial of the Client's visa application for any reason; Delay of issuance of the Client's visa by the relevant consulate or High Commission; Loss of the Client's 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; Passport application delays; incorrect issuance of passport or visa.

27 CANCELLATION

27.1 Cancellation by the Client

27.1.1 In the event of cancellation of the booking for any reason whatsoever, the following cancellation fees will be applicable:

27.1.1.1 90 (ninety) days before departure – 25% non-refundable deposit is retained;

27.1.1.2 Less than 90 (ninety days) but more than 30 (thirty) days before departure – 50% (fifty) percent of the total costs is forfeited; and

27.1.1.3 Less than 30 (thirty) days before departure – 100% (one hundred) percent of the total costs is forfeited.

27.2 **Cancellation by Cardinal**

27.2.1 Cardinal 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. Additionally, Cardinal 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 Cardinal.

28 **NON-REFUNDABLE TICKETS**

28.1 Certain tickets are completely non-refundable according to airliner's rules and various other third party's terms and conditions. Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, air liner's default or government travel warnings will not entitle the Client to any refund in the case of non-refundable tickets nor of waiving the cancellation penalties in the case that the tickets can be refunded.

29 **CANCELLATION PENALTIES ON TICKETS:**

29.1 If tickets can be refunded, cancellation penalties can be up to 70% of the cost of the tickets are imposed by the air liners and can take as long as 6 (six) months to a year or longer to obtain from the air liners. Trip cancellation and interruption insurance is therefore highly recommended.

30 **REFUNDS POLICY**

30.1 No refunds will be payable in the event of non-utilisation of items included in Travel Arrangements

30.2 In the event where Suppliers agree to provide the Client with a refund, Cardinal is unable to refund monies before receipt of funds from the relevant Suppliers.

30.3 **Administration fee on refunds**

30.3.1 All refunds are subject to a 10% administration fee payable to Cardinal, which is calculated on the value of the ticket submitted for refund or the amount of the refund claimed, whichever is the larger amount.

30.3.2 This fee is over and above any cancellation fee which may be charged by the Suppliers to whom the refund is submitted. Refunds by the Suppliers will be subject to their terms and conditions which the Client is responsible for familiarising him/herself with.

30.3.3 Cardinal, as an intermediary, can only assist in processing and following up on the Client's refund.

30.3.4 In no way whatsoever does Cardinal or any of its employees guarantee a refund unless it is reduced to writing and provided by the Suppliers.

31 **WARNING –**

31.1 **Malaria and other tropical diseases**

31.1.1 Certain parts covered by the Client's itinerary may be areas where there is a high-risk of malaria and other tropical diseases.

31.1.2 Cardinal strongly recommends that the necessary precautions be taken in this regard and recommend that the Client consult with his/her medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon the Client's arrival in Africa or any other tropical or sub-tropical destination.

31.1.3 If the Client has not done so prior to departure, it is imperative the Client do so upon the Client's return.

31.2 **Public Wi-Fi**

31.2.1 Clients are warned that public Wi-Fi networks (i.e., in hotels and/or aircraft) may not be secure and the Client assumes all risk when utilising such Wi-Fi networks.

32 **CONFIDENTIALITY AND PERMISSION TO USE YOUR PERSONAL INFORMATION**

32.1 Subject to statutory constraints or compliance with an order of court, Cardinal undertakes to deal with all the Client's information of a personal nature on a strictly confidential basis.

32.2 Cardinal will provide certain information to the Suppliers for the purpose of the Client's itinerary, which the Client hereby consents to.

32.3 By agreeing to these Terms and Conditions the Client hereby voluntarily authorises Cardinal to process the Clients personal information (including name, credit card & banking details, physical address, telephone numbers & any other information provided to Cardinal). Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information.

32.4 This consent is effective immediately and will endure until the relationship between the Client and Cardinal has been terminated.

32.5 By agreeing to the terms of this Agreement the Client expressly consents to the processing of its information for marketing purposes and knows and understands that by agreeing to same that it may receive marketing materials in the form of a SMS, emails and the like from Cardinal.

32.6 **Protecting your special personal information**

By agreeing to the terms of this Agreement the Client expressly consents to the processing of special personal information as defined in the Protection of Personal Information Act, 4 of 2013, by Cardinal.

32.7 **You right in terms of this consent**

It shall remain the Clients obligation to update their personal information and special personal information as defined in the Protection of Personal Information Act, 4 of 2013.

32.8 **Trans-Border Flow of Information**

32.8.1 The Client hereby expressly consents to the processing of its personal information by way of the trans-border flow of information.

32.8.2 This will occur where personal information has to be sent to service providers outside of the Republic of South Africa for storage or further processing processes on the Client's behalf.

33 **DEPARTURE TAX**

33.1 Certain destinations may require a departure tax which is payable locally upon departure in cash.

33.2 This tax is not included in the prices quoted.

34 **NOTICES AND DOMICILIA**

34.1 The Parties select as their respective *domicilia citandi et executandi* the following physical addresses mentioned next to their names in the Information Schedule, provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number in the Republic of South Africa by written notice to the other Parties to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

34.2 All notices to be given in terms of this Agreement will be given in writing, in English,

and will -

- 34.2.1 be delivered by hand or sent by telefax or by way of email;
- 34.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
- 34.2.3 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 34.3 Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

35 **GENERAL**

- 35.1 This Agreement constitutes the sole record of the agreement between the Parties in relation to the subject matter hereof. No Party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein. The Agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.
- 35.2 No addition to, variation, novation or agreed cancellation of any provision of this Agreement shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.
- 35.3 No waiver, indulgence or extension of time which any Party ("Grantor") may grant to any other, nor any delay or failure by the Grantor to enforce, whether completely or partially, any of its rights, shall constitute a waiver or, whether by estoppel or otherwise, limit any of the existing or future rights of the Grantor in terms hereof, save in the event and to the extent that the Grantor has signed a written document expressly waiving or limiting such right.
- 35.4 Save as expressly provided in this Agreement, no Party shall be entitled to cede, delegate, Encumber, assign or otherwise transfer any of its rights and/or obligations in terms of, and/or interest in, this Agreement to any third party without

the prior written consent of all the other Parties.

- 35.5 No consent or approval in terms of or in connection with this Agreement shall be valid or effective unless in writing and signed by or on behalf of the Party giving such consent or approval.
- 35.6 For the purposes of this Agreement –
- 35.6.1 No data message, as defined in the Electronic Communications and Transactions Act No 25 of 2002 (“ECTA”), other than an email, shall constitute writing;
- 35.6.2 No electronic signature or advanced electronic signature, as defined in ECTA, shall constitute a signature, except for the purposes of varying any date referred to in this Agreement or giving any consent or approval in terms of this Agreement.
- 35.7 Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, business rescue practitioner, curator or trustee, of any Party shall be bound by this Agreement.
- 35.8 The signature by any Party of a counterpart of this Agreement shall be as effective as if that Party had signed the same document as all of the other Parties.
- 35.9 Each provision of this Agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this Agreement, severable from the other provisions of this Agreement. Any provision of this Agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro no scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this Agreement which shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceability or unlawfulness at the time of execution of this Agreement.

36 **GOVERNING LAW**

This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of South Africa.

Please complete information below and email back to viv@clsa.co.za

Full Name & Surname: _____

ID or Passport Number: _____

Contact Number: _____

Email Address: _____

Signature: _____

Signature Date: _____