



MERIDIAN TRAVEL SERVICES

**STANDARD
TERMS AND CONDITIONS
OF CONTRACT**



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APPLICATION - All enquiries, advice, quotations or estimates provided by or bookings made and/or all services rendered by or on behalf of Meridian Travel Services 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, 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 – Meridian Travel Services provides Clients with travel and/or other services either itself or acting as agents for principals engaged in or associated with the travel and tourism industry, such as airlines ('collectively referred to as 'the Principal'). Meridian Travel Services represents the Principals as agents only and accordingly accepts no liability for any loss, damage, illness, harm, injury or death which any Client may suffer as a result of any alteration act or omission on the part of or the failure of the Principals to fulfill their obligations, whether in relation to travel arrangements, accommodation or otherwise The contract in use by the Principals (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 such Principal. Meridian Travel Services will provide the identity and terms and conditions of all the Principals relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarise itself with such terms and conditions ('the Principal's Conditions').

BOOKING, DEPOSIT & 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') Meridian Travel Services 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, the Company will prepare a quotation for the Proposed Travel Arrangements ('the Quotation'). A non-refundable deposit equivalent to the percentage ('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*. Meridian Travel Services will not confirm any reservation if the deposit and a signed Quotation are not received. Meridian Travel Services reserves the right to cancel any reservation that may have been made if the deposit is 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 which the Client must sign and return Meridian Travel Services.

** 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.*



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PRICES – Note that Meridian Travel Services pany reserves the right to amend the Prices if an unreasonable time lapses between the date the Estimate is submitted to the Client and the date it is accepted and returned to the Company. Prices are quoted at the ruling daily exchange rate. Until Meridian Travel Services has received payment of the Tour 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 Tour Price in full is received, the Tour Price is guaranteed. However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed (PLEASE NOTE: This applies especially regarding airport taxes for the entire journey).

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

RESPONSIBILITY – The Proposed Travel Arrangements are made on the express condition that The Company, 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, death, harm, illness, harm, trauma, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client to or of their luggage, or other property, wherever, whenever and however the same may occur. The Client indemnifies and holds harmless Meridian Travel Services, its employees and agents accordingly. Meridian Travel Services, its employees and agents shall furthermore not be liable for any consequential or indirect loss or damages whatsoever.

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 is not an exhaustive list). Meridian Travel Services will not be responsible or liable if the Client fails to take adequate insurance cover or at all. It shall not be obligatory upon Meridian Travel Services to effect insurance for the Client except upon detailed instructions given in writing and all insurance affected by the Company 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 Meridian Travel Services 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 only. Once the insurance has been confirmed and paid for, the Client will be issued with a policy document of the insurer. It must be read BEFORE YOU initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure.



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Please note that various credit card companies offer limited levels of travel insurance, which Meridian Travel Services 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 Tour Price in full.

PASSPORTS, VISAS & 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 Meridian Travel Services before travelling. Meridian Travel Services will endeavour to assist the Client but such assistance will be at the Company's discretion and the Client acknowledges that in doing so, the Company is not assuming any obligation or liability and the Client indemnifies Meridian Travel Services 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. 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 Meridian Travel Services mirror those details shown on their passport for international travel and ID documents for local travel.

MALARIA , YELLOW FEVER AND OTHER TROPICAL DISEASES: WARNING

Certain parts 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 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. Certain areas also require a Yellow Fever Vaccination of which the certificate must be carried and produced when required. Yellow Fever Vaccinations last for up to 10 years and inoculation are required at least 2 weeks prior to your departure from your country of origin.

TRANSACTION CURRENCY - All payments processed through our system will be in South Africa Rand (ZAR). If the supplier cost provided to Meridian Travel Services is based in a foreign currency the system will utilize the banks prevailing rate of exchange of the day.



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LATE BOOKING & AMENDMENT FEES - A late booking fee will be charged in respect of bookings received within 4 (Four) working for domestic travel and 7 (Seven) working days for international travel prior to the departure date. This charge is levied to cover communication expenses involved. An amendment fee will be levied for any changes to the confirmed itinerary.

CANCELLATION - In the event of Client cancelling their reservations, Meridian Travel Services shall have the right to either claim the Deposit or to retain the Deposit and claim damages suffered by the Company. The Principals reserves the right to cancel any tour before departure, in which event the entire payment will be refunded to the Client without any further obligation on the part of the Company. The maximum cancellation fee, which may be imposed in the event of a Client cancelling, is as follows (Clients should also refer to the cancellation provisions contained in the Principal's Conditions or website. Principals may charge cancellation fees over and above those stated below):

More than 8 weeks prior to departure	:	Deposit forfeited
6 - 8 weeks prior to departure	:	50% of the Total Price
4 - 5 weeks prior to departure	:	60% of the Total Price
1 - 3 weeks or less	:	100% of the Total Price

Airfares terms and conditions apply, in some instances once issued airfares are non –refundable or re-routable.

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

ITINERARY VARIATIONS & TRANSFERS - While every effort is made to keep to the final itinerary, Principals and/or Meridian Travel Services reserve the right to make changes for the Client's convenience e.g. in some cases, weather conditions can necessitate an alteration in the tour itinerary and this does not constitute any reason for 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 planned holiday itineraries, it is understood that such breakaways will be for the Client's account.



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DESTINATION SELECTION: The Client acknowledges that it has selected the property/ itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the Internet. It also acknowledges that certain of such brochures and/or the Internet have been compiled and are managed and up-dated by the Principals over which Meridian Travel Services has no control. Accordingly, Meridian Travel Services 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.

LAW & JURISDICTION - South African law and the jurisdiction of South African courts will govern the relationship between the Client and Meridian Travel Services 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 Company'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 Meridian Travel Services against damages suffered and/or costs incurred by the Company and/or any third party as a result of a breach of this clause.

SPECIAL REQUESTS - Client, who has special requests, must specify such requests to the Company in the Enquiry. Whilst the Company 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 Company.

REFUNDS - No refunds will be considered in any circumstances whatsoever by the Company. Refunds by the Principals will be subject to their terms and conditions.

FOREIGN EXCHANGE REGULATION COMPLIANCE - This is the Client's exclusive duty. This will apply especially when the Client instructs the Company 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.

FORCE MAJEURE –shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or other duly constituted authorities or any other cause beyond the control of Meridian Travel Services - Force Majeure includes renovations that may be carried out at your resort – whilst Meridian Travel Services will use its



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best endeavours to provide current information in that regard and whilst the resort will use its 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 Meridian Travel Services.

Meridian Travel Services will use its 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 Meridian Travel Services will be reimbursed to the Client less a 5% (Five percent) of the

Price as an administration charge;

CONFIDENTIALITY – Subject to statutory constraints or compliance with an order of court, 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 & on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 hours prior to departure.

INTERNET BOOKINGS – If the Client requests or instructs Meridian Travel Services to do bookings via the Internet, the Client irrevocably authorises Meridian Travel Services 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 LICENCE: Even if you have obtained an international driver's licence, please take your national driver's licence with you

TAXES & SURCHARGES: Where possible airport and airlines 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 Meridian Travel Services prior to departure from South Africa what the current airport departure tax is of all the countries you will be passing through 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 in an attempt 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



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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 within 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 relating 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

Privacy

Any information collected from the client when processing a reservation through our system such as name, e-mail address, mailing address, phone number or credit card information is used to :

- To personalize the Client's experience
- To improve our website
- To improve customer service
- To process transactions
- To send periodic emails

The email address the client provides may be used to send information, respond to inquiries, and/or other requests or questions.

Information provided, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without the client's consent, other than for the express purpose of delivering the purchased product or service requested.

A variety of security measures to maintain the safety of your personal information when you enter, submit, or access your personal information is followed



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Third party links

We may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

By utilizing our system and site, the client consents to Meridian Travel Services privacy policy.

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 regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Meridian Travel Services or otherwise that is not included herein.