

WORLD'S ULTIMATE TRAVELS OPERATOR-TRAVELLER CONTRACT AND TERMS AND CONDITIONS

Please read the following information carefully as it sets out the terms and conditions of the contract between you and World's Ultimate Travels Inc. (the "Operator", "us" or "we"). After reading the Operator-Traveller Contract and Terms and Conditions herein (the "Agreement"), in order for your reservation to be completed, you, the traveller ("Traveller" or "you") must indicate your acceptance of the terms of the Agreement by signing and submitting the Reservation Form, along with the deposit to the Operator.

OPERATOR-PARTICIPANT CONTRACT

The travel experience is arranged by 37 West Capital (Pty) Ltd T/A World's Ultimate Travels ("Operator", "us" or "we") a tour operator with its South African offices being at First Floor, Cascade House, Constantia Office Park on the corner of 14th Avenue and Hendrik Potgieter Road, Constantia Kloof, 1709. Our aim is to provide a travel experience to suit your requirements and to arrange the services and accommodations offered in connection with the travel experience.

1) Interpretation

You need to read the Agreement and your Booking Confirmation as one document. Any word or expression that is given a specific meaning will have that meaning irrespective of where it appears.

2) Booking your travel experience

To secure your booking of the travel experience, complete and sign the Reservation Form and return it together with your deposit as stipulated on the quotation within 24 hours of confirmation of your booking. The deposit can be made by wire transfer or by a major credit card such as Visa, MasterCard and American Express.

Wire transfers can be made to:

South African Rand

Bank name: Absa Bank Ltd
Account type: Current
Account name: 37 West Capital (Pty) Ltd T/A World's Ultimate Travels
Account number: 4072310431
Branch code: 632005

Please email confirmation of payment to reservations@wutravels.com

If for any reason we do not accept your booking, your deposit will be returned.

The balance of the cost of your travel arrangements must be paid as per the specified payment terms on your quotation. Please note: FAILURE TO PAY ON TIME WILL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR BOOKING AND THE CANCELLATION FEES AS SET OUT IN THE QUOTATION WILL BE APPLICABLE.

If your booking is made through a travel agent, the Operator will address all communications to that travel agent, who will act as agent for you in regard to all communications from us to you. All monies paid by you to a travel agent under or in contemplation of this contract will be held by the travel agent for the Operator until such monies are forwarded to the Operator.

It is important for you to check the details on the Booking Confirmation and other travel documents as soon as you get them. In the event of any inaccuracies on any of your travel documents please notify your travel agent or us immediately. The Operator will not be liable for any delay and/or loss resulting from any inaccuracies on any travel documents after 48 hours of the Traveller receiving them.

3) Special requests

Special Requests, such as room location, twin or double bedded room, a particular facility, flight seat or dietary requirement, should be indicated in writing at the time of booking. We will pass your request on to the hotel, airline or other service provider but cannot guarantee that it will be accommodated. The Operator will try to arrange for Special Requests to be met, but cannot guarantee that they will be, nor will the Operator be liable if any Special Request is not met. The provision of any Special Request does not constitute a term of your contract with us unless we have confirmed in writing that your requirement will be met.

4) Price Policy

The cost of your travel experience is based upon prevailing exchange rates and prices as at the time of booking. The costs associated with travel arrangements are not always stable, and currency movements can fluctuate sharply. It is impossible to predict these movements in advance. When you book a travel experience through us, we reserve the right to pass on any adverse price movements from the original quoted price to you. These may include increases in transportation costs, including the costs of fuel and security charges, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates applied to the particular travel experience.

Optionally, you may choose to pay for your travel experience in full within 24 hours of booking, in which case your travel experience price will be fixed at the cost quoted by the Operator at that time.

5) Inclusions and exclusion from quoted price

Inclusions

Please refer to the Booking Confirmation for details of items included in the quoted price for your travel experience.

Exclusions

- optional and additional accident/baggage/travel insurance;
- passport and visa fees;
- personal expenses such as laundry, telephone, and fax fees;
- all beverages not mentioned in the Booking Confirmation as included;
- hotel minibar charges;
- meals not mentioned as included in the Booking Confirmation;
- individual hotel services such as spa treatments and golf green fees and equipment rental and additional excursions and options that are not Operator-planned;
- inoculation and medication costs of any kind;
- government levies or taxes – any government levies or taxes introduced after the publication of the Operator's literature as well as overseas departure taxes where these are levied and payable locally by the Traveller;
- cost of any voluntary upgrades;
- Any tips or gratuities not specifically mentioned as included in the total quoted price will be at your discretion.

Except for "material amendments" as described in paragraph 6.2, no refund will be made for any accommodations or services included in the travel experience price that you voluntarily do not use.

6) Amendments

6.1) Amendments by you

- a) The Operator will make every effort to assist you if you wish to alter your arrangements, but it may not always be possible. You will have to pay all charges, of whatever kind, imposed by the suppliers providing that component part of your travel arrangements when amending a booking any time prior to departure. Fares will be re-quoted at the time of amendment.
- b) In addition to any other expense incurred by the Operator as a result of the amendment, an amendment fee of \$50 per person will be charged for each amendment. This charge will be payable whether or not the Operator succeeds in confirming your requested amendment.

6.2) Amendments by us

We make arrangements a long time in advance of your travel experience using independent suppliers such as airlines, cruise lines, hotels, local transport operators and guides, over whom we have no direct control. Every reasonable effort will be made to offer the travel experience as planned. However, unforeseen world events or conditions affecting suppliers may require any aspect of your travel experience to be altered. Such amendments can either be material or minor amendments.

- a) A material amendment to your travel arrangements would be a cancellation of your entire travel experience (except due to non-payment), a change in the initial departure date, where the flight times are changed by more than 48 hours, a change in the origin or destination city for any flight leg, a change to a lower standard of accommodation to that which is booked or a price increase of more than 10% from the quoted price. In these instances of material amendments to your travel arrangements we undertake to advise you thereof as soon as reasonably possible before your departure date to obtain your further instructions in this regard. You then have three alternatives:
 1. You may accept the amendment;
 2. You may change your booking to another available and comparable travel experience. If you choose a travel experience which is more expensive, you will be required to pay the difference, but if it is cheaper the Operator will refund the difference in price;
 3. You may cancel the booking and receive a full refund and compensation of \$20 per Traveller will be payable to you. If such a material amendment is due to force majeure or low bookings, you will not be entitled to any compensation other than the full refund. Force majeure means unusual and unforeseeable circumstances beyond the Operator's control or the control of our suppliers, the consequence of which neither the Operator nor its suppliers could avoid even with all due care, including, but not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, unavoidable technical problems with transport, machinery or equipment, power failure, changes imposed by rescheduling or cancellation of flights by an airline, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, epidemics or outbreaks of illness and level of water in rivers. 'Low bookings' means that an insufficient number of people have booked the travel arrangement to make its operation financially viable in the advertised form.
- b) All other amendments are minor amendments. A minor amendment can be made at any time and, if practicable, we will advise you of any such amendment prior to departure but we are not obliged to do so. Such minor amendments may be made by us, in our discretion and we will not be responsible or liable for the payment of compensation to you as a result of such minor amendments.
- c) Should any component of your travel experience be confirmed by us and this component is cancelled or amended by the independent supplier for whatsoever reason, then in such instances we will accept no liability for the cancellation or amendment thereof or any consequential losses as a result of such cancellation or amendment, except as outlined in 6.2(a) above.

7) Cancellation by you

If you wish to cancel your booking you must advise us immediately by email. All cancellations will become effective as of the date of email receipt. The booking is non-refundable unless otherwise stated in your quotation or booking confirmation.

You will be liable to pay the cancellation charges as per your quotation.

8) Insurance

It is strongly recommended that you and all members of your party have comprehensive travel insurance cover and that it is adequate for your needs. Your policy of insurance should provide cover for personal injury, death, medical and repatriation costs in the countries which you intend to visit, together with cover for loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expenses. If you suffer from a disability or medical condition you should disclose this to insurers. For those who participate in sports and activities during the travel experience, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. Note that special insurance may be required if you intend to scuba dive or undertake any other dangerous or sports activities. Please keep your insurance details with you whilst on holiday.

9) Additional activities or services

Please note that for additional activities and services not booked through us, you contract with the company providing that additional activity or service and not the Operator. The Operator has no legal liability with regards to such an activity or service and any claim which you might have arising out of such activity or service will be against the company providing such activity or service and is subject to that company's terms and conditions. We accept no liability for such activity or service whatsoever.

10) Passports, Visas and Health

It is entirely the Traveller's duty to ensure that all passports & visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, where required, have been obtained.

Visas and/or entry permits may be required for some countries. Acquiring visas and/or entry permits is the responsibility of the Traveller. Failure to obtain visas and/or entry permits does not negate the agreement. Any extra costs for rerouting Travellers without visas and/or entry permits will be the responsibility of the Traveller.

11) Traveller Health

In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the travel experience and that you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you. By booking the travel experience, you certify that you do not have any mental, physical or other condition or disability that would create a hazard for yourself or other Travellers.

The Operator reserves the right in its sole discretion to accept, decline to accept or remove any Traveller on the travel experience and reserves the right, subject to the terms and conditions contained herein, to withdraw any part or all of the travel experience and to make such changes as may be necessary.

12) General

- a) Our suppliers have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier.
- b) Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. The Operator has no control over such decisions, and is therefore unable to accept responsibility for them. Where, as a result of circumstances beyond our control we are obliged to change or end your holiday after departure, but before the end of your journey, we will not pay compensation or reimburse you for expenses incurred. We strongly recommend you have adequate travel insurance for your journey and should claim via your insurance company for any loss or damage to luggage and/or personal possessions.
- c) You are responsible for the costs of any damage to the accommodation and/or any extra charges incurred with our suppliers during your journey. Should you fail to make such payment at the time the charges and/or costs are incurred, you will be liable to reimburse us for these and you authorise the Operator to automatically debit your credit card to the value instructed by the supplier for any such costs and/or charges.
- d) Hotels undergo renovations from time to time and take all possible steps to limit disruption to their guests. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work by the hotel, dates for such renovations may be provided and we will inform you accordingly. It is important to remember that these are subject to change and we are not always notified.

13) Financial Protection

Your payments will be held in a client account at ABSA Bank Limited until such time as payments are made by the Operator to the suppliers of the travel experience.

14) Data Protection

- a) In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as your name, and address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies and so on. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law. Additionally, where your travel experience is outside of your country of residence, controls on data protection in your destination may not be as strong as the legal requirements in your resident country. We will not however, pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If, however, we cannot pass this information to the relevant suppliers, we cannot accept your booking. In making a booking, you consent to this information being passed on to the relevant persons. Please note that where information is also held by your travel agent, this is subject to your agents own data protection policy. You are entitled to a copy of your information held by us. If you would like to see this please contact the Operator during normal working hours. (We levy an administrative charge for providing this to you).

- b) The information you are required to provide may include debit/credit card details. As set out above, we take full responsibility for ensuring that proper security measures are in place to protect this information. In accordance with applicable legal, regulatory and business requirements this information will be securely deleted as soon as it is no longer required. However, it is necessary for the Operator to retain your debit/credit card details for a reasonable period of time after the conclusion of your travel experience, and you consent to such retention, in the event that any costs are incurred and you fail to settle these directly with the supplier, in order that the Operator can debit your card for the relevant amount. This will be reviewed on a regular basis to ensure that the information is not kept longer than is strictly necessary for the purposes set out above.

15) Release of Liability

None of the Operator or any of its respective owners, directors or employees (collectively the "Released Parties") shall be held liable for:

- a) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any supplier, including but not limited to any defect in any aircraft, water craft, or vehicle operated or provided by such other supplier;
- b) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control, and
- c) any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise that may arise out of or occur during or in connection with the travel experience. The Traveller waives any claim against any of the Released Parties for any such loss, damage, injury, or death, including any right to seek consequential, punitive or exemplary damages against any of the Released Parties for any reason whatsoever.

16) Acknowledgement of risk

You understand and acknowledge that your travel in connection with and participation in the travel experience or any activities which may take place during the travel experience, may involve risk and potential exposure to injury or fatal injury and that risk and dangers may arise or be caused by the negligence or participation of other Travellers, suppliers or from any other foreseeable and unforeseeable causes including weather and other acts of nature.

17) Complaints

In the event that you have any reason to complain, or experience any problems with your travel experience whilst away, you must immediately inform the supplier of the services in question. If you are still dissatisfied, you must notify us immediately to enable us to resolve the problem. Failure to give us the opportunity to resolve any problem at the time it occurs may result in either a reduction, or complete extinction, of any rights which you may have in regards to your dissatisfaction.

If you remain dissatisfied, please contact the Customer Services Manager within 28 days of the unsatisfactory service, giving your booking reference and full details of your complaint on email: info@wutravels.com.

Whilst every effort will be made to resolve your complaint to your satisfaction, it is specifically recorded that the Operator in no way accepts liability for any claim in this regard.

18) Governing law

This contract and any matters arising from it are governed by the laws of the Republic of South Africa and are subject to the jurisdiction of the Courts of the Republic of South Africa.

The Agreement is the sole contract between the Operator and you and no express terms, undertakings or warranties not contained herein, will be valid.

By booking the travel experience, the Traveller agrees to the Operator-Traveller Contract and Terms and Conditions set forth in this Agreement.

