



TERMS AND CONDITIONS

1. CONTRACTING PARTIES

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1.1 For the purposes of this Agreement, the Customer shall be classified as one of the following:

1.1.1 A sub-agent entering into a contractual relationship with the Business (as defined in Clause 1.2) on behalf of third-party traveller's (the clients of such sub-agent); or

1.1.2 An individual traveller entering into a contractual relationship in their personal capacity with the Business (as defined in Clause 1.2); or

1.1.3 A corporate or other legal entity entering a contractual relationship in its official capacity with the Business (as defined in Clause 1.2).

1.2 **Aspire Sport Travel (PTY) Ltd** (hereinafter referred to as "**AST**" and/or "the Business"), a company duly incorporated in accordance with the Company Laws of the Republic of South Africa, with **Registration Number 2025 / 140202 / 07**.

1.3 The Business functions exclusively as an agent/broker on behalf of the Suppliers. Upon receipt of any booking inquiry, the Business communicates with the relevant Suppliers and endeavours to secure the necessary reservations, pricing, and arrangements comprising the booking inquiry.

1.4 The Customer hereby designates as their domicilium citandi et executandi for all purposes under this Agreement—whether pertaining to court processes, notices, or other documents or communications of any nature whatsoever arising from any transaction or claim governed by these terms and conditions—the physical address stipulated in the customer particulars schedule. Any notice transmitted via facsimile to the addressee at the addressee's facsimile address shall be presumed, until proven otherwise by the addressee, to have been received by the addressee on the date of successful transmission thereof.

2. EXCLUSION OF LIABILITY, SUPPLIERS' TERMS & RISK

2.1 The Business utilizes the products and services of various travel suppliers (collectively "the Package").

2.2 While the Business makes every reasonable effort to:

2.2.1 Engage reputable suppliers among airlines, hotels, tour operators, and service providers to deliver the travel products comprising the Package offered by **AST**; and



2.2.2 Ensure that the various services constituting the Package are executed efficiently and as specified, it does not exercise direct control over the provision of services by Suppliers and shall not be liable for any loss, damage, injury, additional expense, accident, delay, irregularity or other adverse occurrence that may be occasioned by any error, default, act, or omission of any Supplier in the execution of the arrangements of the Package, or otherwise in connection therewith.

2.3 The Business explicitly disclaims liability for:

2.3.1 Any changes, omissions, or delays before or during the course of the Package resulting from technical difficulties, weather conditions, communication failures, or circumstances beyond the reasonable control of the Business;

2.3.2 Any cancellation or curtailment of the Package resulting from the Customer's personal circumstances, including but not limited to death or illness (hereinafter referred to as "the Changed Circumstances Events"). All expenses arising from the Changed Circumstances Events, including but not limited to unscheduled extensions or curtailment of accommodation, alterations to scheduled flights, additional airfares, telecommunications charges, and meal costs, shall be the sole responsibility of the Customer.

2.4 Neither party shall bear liability for failure or delay in fulfilling obligations under this Agreement where such failure or delay has been rendered practically impossible due to circumstances beyond the reasonable control of the affected party. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; labour disputes or work stoppages; war; governmental actions or orders; epidemics, pandemics, or outbreaks of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar or dissimilar to the foregoing, that lies beyond the party's reasonable control. Written notification of a party's failure or delay in performance due to force majeure must be provided to the other party no later than five (5) business days following the commencement of the force majeure event, which notification shall describe the force majeure event, and the measures implemented to mitigate its impact. All delivery dates under this Agreement affected by force majeure shall be suspended for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but to reschedule the relevant obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

2.5 Except in cases of wilful misconduct or gross negligence by the Business, neither the Business nor its holding or parent company or representatives shall bear liability for any loss, injury, death, or damages arising from the Package.



2.6 The Business shall not assume responsibility for any charges appearing on a traveller's credit card not directly levied/effectuated by the Business (e.g., credit card charges by a hotel), nor accept responsibility for having such charges reversed or corrected upon the traveller's return to their country of departure/final destination.

2.7 In instances where the Customer is a sub-agent contracting with traveller's, and such travellers' participation in the Package offered by the Business is subject to these standard terms and conditions, the sub-agent shall provide a copy of same to the travellers upon request. The sub-agent, or travellers in question, hereby indemnifies and holds the Business harmless against all claims for damages, loss, injury, or expense that any traveller may assert against the Business if such claim is excluded under the terms and conditions set forth herein.

2.8 In instances where the Customer books travellers who are members of the Customer's group, including but not limited to family members or minor children, the Customer in question, by making such booking, indemnifies and holds the Business harmless against all claims for damages, loss, injury, or expense that any such member of the group may assert against the Business if such claim is excluded under the terms and conditions set forth herein. This indemnity shall be binding upon the estate of the Customer who so indemnifies the Business.

3. QUOTED PRICES & PRICE VARIATIONS

3.1 Current prices and services are detailed in the rates provided, as contracted, and are quoted in South African Rands unless otherwise stipulated. **AST** expressly reserves the right to adjust prices upon expiration of any period of validity of a price schedule/quote issued by the Business, by way of a revised price schedule/quote, in accordance with factors including but not limited to increases in airfares, hotel rates, transportation costs, and currency fluctuations.

Purchases from our organization may be subject to delivery fees, credit card processing fees, and courier charges. Prices are based on a starting rate per person sharing and are subject to change and availability. Please note that the price printed on a Ticket typically represents its initial face value rather than the purchase price. Customers shall not be entitled to a refund on the grounds that they have paid a higher price than the face value of the Ticket. The price paid for a Ticket represents its true market value at the time of purchase. Prices may fluctuate, and customers shall not be entitled to a refund if the price of similar Tickets subsequently changes.

3.2 All rates are calculated inclusive of Value Added Tax (VAT) where applicable.

3.3 All quotations remain valid only until the expiration date stated therein (24 hours from issuance of quote) and are subject to adjustment if the services quoted are unavailable at the time of booking. Quotations are formulated based on itineraries and requirements specified by the Customer. Upon acceptance, any amendments



requested by the Customer or traveller that incur additional costs shall be the financial responsibility of the Customer or traveller.

3.4 All information contained in the Business's itinerary and price schedules has been compiled to the best of the Business's knowledge and is believed to be accurate and correct; however, the Business disclaims liability for any errors or inaccuracies contained therein.

3.5 Terms and conditions, including any exclusion of bookings or discounts applicable to minor children, are as set forth in the specific price schedule or quote.

3.6 Prices set forth in the price schedule/quote do not include any items or services not explicitly specified therein (and/or in the brochure and/or the Business confirmation of booking). Typical items not included may be tour guide services, airport taxes, visa and passport acquisition costs, telephone communications, laundry services, entertainment arrangements, gratuities and portage, meals, and beverages, or any other item not specifically mentioned.

3.7 In the event of any conflict between these terms and conditions and the Business booking confirmation terms and conditions, these terms and conditions shall prevail.

4. RESERVATIONS

4.1 The Business does not accept any legal or contractual obligations pertaining to conditional booking requests. A quotation does not constitute a "binding offer" from the Business, neither with respect to pricing nor availability. All Packages are subject to availability and cannot be guaranteed. These Packages or any variation thereof are subject to **AST's** minimum package conditions as stipulated in the booking confirmation.

4.2 Once the Customer submits a booking request to the Business, whether via telephone, electronic mail, or through **AST's** web-enabled booking system (<https://aspisporttravel.com/>), the Business shall forward a written quotation of the booking via electronic mail.

4.3 Upon transmission of the Business confirmation of booking:

4.3.1 A binding contract between the Customer and the Business shall be established on the terms and conditions set forth herein, read in conjunction with the relevant pricing schedule and/or quote and/or brochure itinerary and/or Business confirmation of the booking; and

4.3.2 The Customer shall incur liability to pay the package price as set forth in the price schedule/quote applicable to such reservation.

4.3.3 Processing of service bookings shall commence only upon receipt of written signed acceptance and receipt of payment against the **AST** invoice.



5. BOOKING CONDITIONS

5.1 Should a traveller fail to join a pre-booked tour or event, join it after departure, or leave it prior to completion, no refund shall be issued, and no credits shall be granted.

5.2 Participants are required to include a travel component (flights and/or accommodation) as part of their package, as match tickets cannot be sold independently.

5.3 **AST** shall not bear liability for any loss, damage, or expenses of any nature incurred by the Customer or any traveller arising from:

5.3.1 The loss of or damage to property.

5.3.2 Illness, adverse weather conditions, war, civil unrest, and/or any other cause of any nature whatsoever.

5.4 Travelers are prohibited from carrying any unlawful articles or substances while traveling. Should any traveller contravene the prohibitions, **AST** reserves the right to immediately exclude the offending party from the package, and such traveller shall bear full responsibility for their own repatriation and all associated costs **AST** shall under no circumstances provide assistance to such offenders in any dealings or negotiations with any authorities.

5.5 In the event that the Business appoints a driver or tour guide for any package, travellers shall be obligated to comply with all reasonable instructions issued by such driver or tour guide. The Business reserves the right to terminate the package of any traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed driver or tour guide, and/or causes any wrongful disruption, disturbance, or nuisance to any other traveller, tour group, or service provider.

5.6 **AST** reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, excursions, services, vehicles, and/or other arrangements should conditions necessitate such changes. **AST** shall offer substitutes of equivalent value and shall inform the traveller of any known changes prior to departure.

5.7 **AST** reserves the right to request traveller "proof of residence" documentation in cases where the package purchased by any party is subject to territorial restrictions.

5.8 **AST** reserves the right to cancel all bookings and retain any monies paid in cases where any client of **AST** has intentionally misrepresented themselves as a consumer when they are in fact a travel operator seeking product for resale purposes. Any determination made in relation to this clause 5 by **AST** shall be at **AST's** sole discretion and shall be deemed final.



6. PAYMENT AND PENALTY FEES

6.1 Payment shall become due and payable by the Customer on or before the time periods stipulated in the specific business booking confirmation. Payment is due within 72 hours of the Customer's receipt of the invoice from **AST**.

6.2 Unless the booking confirmation specifies alternative arrangements, payment terms shall be as follows:

6.2.1 The initial deposit is non-refundable. Bookings shall not be confirmed until the applicable deposit payments have been received by **AST**.

6.2.2 Further deposits / outstanding funds due shall be invoiced in accordance with the agreed deposit terms for the tour / event booked and confirmed.

6.3 The preferred payment method is electronic funds transfer into the **AST** account (as per the banking details provided on the invoice). Bank charges on foreign currency deposits shall be the responsibility of the Customer.

6.4 **AST** expressly reserves the right to cancel any reservation where payment has not been made by the due date and, without prejudice, to claim compensation for all damages suffered as a result of the Customer's breach, to which the Customer hereby expressly consents.

In relation to all time periods stipulated for payment in the specific booking confirmation, time shall be considered of the essence, and the Business shall be entitled to cancel any reservation where payment (including deposits) has not been made by the specified due date.

6.5 Please note that the cost of any supplementary services or any necessary adjustments to the package prices (resulting from exchange rate fluctuations & adjustments to airport tax costs) will be communicated to the Client and will be billed either on the final invoice or on a separate invoice. Payment to **AST** for supplementary services or any necessary adjustments to the package price shall be due immediately upon receipt of invoice.

6.6 Interest at a rate of 2% above the current prime bank overdraft rate shall automatically be applied to all overdue amounts.

6.7 In cases where payment has been made and the reservation is subsequently cancelled by the Business, the payment to date shall be forfeited to the Business, subject to Clause 7 below. In accordance with cancellation and attrition terms stipulated by our suppliers, the Business shall endeavour to refund certain deposits to the client.



6.8 Documentation and vouchers shall be transmitted to the Customer only upon receipt by the Business of payment in full and completed booking forms and travel declarations (if applicable).

6.9 When payment is made in a currency different from the currency quoted in the brochure/quote, prior approval for acceptance of payment in a foreign currency must first be obtained from the Business and shall be subject to the exchange rate applied by the Business's bankers at the time of receipt of payment. The Customer shall be liable to effect payment to the Business of any shortfall resulting from exchange rate fluctuations.

6.10 The Business reserves the right to impose a booking fee and/or a handling fee, which shall be included in the total price.

6.11 The Business shall be entitled, at its sole discretion, to allocate any amounts received from the Customer toward the payment of any debt or amount owed by the Customer to the Business whatsoever. Each payment made by the Customer to the Business shall be applied firstly toward interest accrued, and the balance, if any, shall be applied toward reduction of the principal sum.

6.12 A certificate signed by any director/officer of the Business attesting to:

6.12.1 The existence and amount of any indebtedness at any time of the Customer to the Business ("the debt");

6.12.2 The fact that the due date for payment of the debt has arrived;

6.12.3 The amount of interest accrued on the debt (calculated at prime plus 2%);

6.12.4 Any other fact, matter, or circumstance relating to the Customer's debt and/or obligations under any booking or indebtedness between the Customer and the Business shall, for the purpose of provisional sentence or summary judgment or any other proceedings against the Customer in any competent court, be:

i. Prima facie evidence of the accuracy of the matters stated therein; ii. Deemed to constitute sufficient particularity for the purposes of pleading or trial; and iii. Valid as a liquid document for those purposes.

6.13 Notwithstanding anything to the contrary contained herein, the Customer shall be obligated to pay the Business the entirety of the outstanding balance of its debt, together with accrued interest thereon immediately, and the Business shall be entitled to proceed for the immediate recovery thereof without prior notice to the Customer and without prejudice to the Business's other rights in law and/or without prejudice to any claims which the Business may have against the Customer arising from any breach of these terms and conditions or any booking, should:



6.13.1 The Customer fail to pay any amount due by the Customer to the Business under this agreement on the due date for payment thereof; or

6.13.2 The Customer fail to have any judgment granted against it set aside within 14 (fourteen) days after the date on which any such judgment is granted against the Customer; or

6.13.3 The Customer commit a material breach of any provision hereof; or

6.13.4 The Customer compromise or attempt to compromise with any of its creditors; or

6.13.5 The Customer commit any act which, if committed by an individual, would constitute an act of insolvency; or

6.13.6 The Customer be placed in liquidation or judicial management or be wound up, whether provisionally or finally and whether voluntarily or compulsorily.

6.14. Failure to make a second consecutive instalment according to the prescribed payment schedule for your child's tour, listed on the invitation letter, will result in the removal of your child from the tour list.

All payments previously made will be forfeited.

Any existing payment arrangements before the occurrence, will be taken into consideration, provided that they are submitted via email and receive written confirmation from our CEO indicating approval of the proposed arrangement.

7. CANCELLATION & AMENDED BOOKING FEES

7.1 Definitions

7.1.1 "Epidemics" refers to a widespread occurrence of an infectious disease within a community, region, country, continent, or worldwide, at a particular time.

7.1.2 "Force majeure" refers to a superior force which generally denotes an unforeseeable event and/or circumstance and/or act of God that is beyond the control of a party or parties and renders the performance of a party's obligations under a contract and/or agreement wholly or partially impossible. This term is often used interchangeably with other terms such as "vis major" or "casus fortuitus".

7.1.3 "Force majeure events" refers to events which constitute a non-exhaustive list and include acts of God, war, civil unrest, earthquakes, hurricanes, imposition of sanctions, lightning, pandemics, epidemics, strikes, changes in law, and governmental intervention.

7.1.4 "Pandemic" refers to a worldwide spread and/or outbreak of a new disease, including but not limited to infections and infectious diseases such as the Coronavirus and any of its variants and/or mutations which have been discovered and/or detected and are known to the world, as well as any variants and/or mutations that have not yet been discovered and/or detected and are currently unknown to the world.

7.1.5 "Subject to" means conditional upon and dependent on an event that is beyond the control of the Business and is entirely contingent upon the internal policies and/or procedures and/or processes of the vendors.

7.1.6 "Vendors" shall be used interchangeably with the terms "end suppliers" and "supplier(s)" and refers to, but is not limited to, companies and/or corporations and/or organizations that provide services such as transportation (whether by vehicle and/or



flight or by any other means), accommodation, food and beverages, and/or event tickets.

7.2 Terms and Conditions Pertaining to Cancellation.

7.2.1 Should the booking be cancelled for any reason whatsoever, whether partially or in full, by or on behalf of the Customer, the cancellation fees delineated below shall immediately, or unless otherwise agreed in writing, become due and payable by the Customer.

7.2.2 All cancellations must be submitted in writing and shall be effective only on the date on which **AST** receives and acknowledges receipt of said cancellation notice.

CANCELLATION COSTS

7.3.1 In the event of cancellation of the booking and or tour by the client or individual members, or in the event of the tour being cancelled because of reasons beyond the control of the company the company will be entitled to, calculated from the original tour dates even if it was agreed to change the original tour dates.

Categories:

1) retain the deposit claim 30% (Thirty Percent) of the total tour cost if the tour is cancelled 28 (twenty-eight) weeks to 20 (twenty) weeks minus one day prior to the date that the original tour was supposed to commence.

2) claim 50% (Fifty Percent) of the total tour cost if the tour is cancelled 20 (twenty) weeks to 16 (sixteen) weeks minus one day prior to the date that the original tour was supposed to commence.

3) claim 75% (Seventy Five Percent) of the total costs for the tour if the tour is cancelled 15 (fifteen) weeks to 12 (twelve) weeks minus one day prior to the date that the original tour was supposed to commence.

4) claim 100% (One Hundred Percent) of the total costs if the tour is cancelled within 12 (twelve) weeks prior to the date upon which the original tour was supposed to commence.

7.4 The Customer acknowledges, understands, agrees, and accepts that the Customer shall be liable for any additional special cancellation charges, which charges may, at the discretion of the Business, vary from time to time, and which charges may apply during peak periods, as set forth during the Quotation period. In such cases, the quote shall take precedence and shall supersede the cancellation charges due under this section.

7.5 The Customer acknowledges, understands, agrees, and accepts that the Customer shall be liable for any variable cancellation charges imposed by the supplier(s) of the products and/or services to which the booking relates. The liability of the Customer



shall be in respect of the greater of either the cancellation charges specified in the Clauses above, or the cancellation charges due under Clause 7.3 or 7.4, as applicable.

7.6 All amendments and cancellations must be communicated directly to the Business in writing. The Customer shall be liable for all costs and fees, including but not limited to repatriation and administrative costs and fees, which may be adjusted at the discretion of the Business from time to time. The amendments or cancellation may result from the ill health and/or injury of the Customer, and the reasons for the cancellation or amendment to the package must be communicated to the Business.

7.7 The Business reserves the right to impose charges for amendments to reservations, which fees are subject to change at the discretion of the Business, at a change fee structured as follows:

7.7.1 Amendments received 90 (ninety) days or less prior to departure: R 500 (excluding VAT) for each alteration made to the booking after the initial reservation, plus the Business and/or suppliers' published administration charges (as may be updated from time to time), shall be levied on all documentation or vouchers submitted for re-issue or refund.

7.8 All bookings are subject to the terms and conditions specified by the supplier of the services comprising the Package, excluding cancellation terms. The Business shall provide upon request, unless otherwise stated in the package or where legally prohibited from disclosing said information, details such as, but not limited to, the identity of the supplier and said supplier's terms and conditions. This information may include, but is not limited to, provisions regarding cancellation fees or amendment fees applicable to confirmed reservations, and/or refunds, and/or no-refund policies for no-shows, and/or unused services, and/or late booking fees, and/or baggage allowances, and/or flight confirmation requirements.

7.9 All match ticket payments are non-refundable.

7.10 The Customer acknowledges, understands, and agrees that if either party, including the Business's vendors, is prevented from performing any of its obligations under this contract and/or agreement due to any force majeure event beyond its control, it shall not be liable for any failure to perform its obligations while such event persists, and either party shall have the right to terminate the contract.

7.11 The Customer further acknowledges, understands, and agrees that the refund policy of the Business is subject to the refund policies of its vendors. While the Business shall make every reasonable effort to secure the most favourable refunds for its customers, the Business cannot guarantee that the Customer will receive a 100%



refund from its vendors. The Customer therefore acknowledges, understands, and agrees that the Customer assumes the risk associated with purchasing a package from the Business, and that the Business cannot be held financially or otherwise liable by a customer who has not received a 100% refund from the Business.

8. ISSUING OF TICKETS

Match tickets are not re-printable, and in the event of loss or theft, the traveller would be required to purchase a new ticket at full cost. Collection is contingent upon proper identification of the Customer or corporate representative.

9. CHANGES TO HOTELS, COACHES, VEHICLES & OTHER SERVICES

9.1 The products and services included in all booking itineraries are subject to availability. The Business reserves the right to substitute hotels, coach operators, or other services listed with alternatives of the same or next available higher or lower category, at no additional cost to the traveller, even after commencement of the package.

9.2 The Business reserves the right to utilize vehicles of different sizes on scheduled escorted tours should final traveller numbers warrant such adjustment.

10. CHILD POLICY

10.1 A child of 10 years of age and older shall be charged the full applicable adult per person rate for all services provided.

10.2 There is no discount available for children on Match Tickets. One ticket will be required for each attendee, regardless of age.

10.3 Accommodation

10.3.1 Children under 10 years of age may qualify for a reduction from the applicable per adult rate if such child shares accommodation with two adults. This discount is contingent upon the terms and conditions of the respective hotel supplier.

10.3.3 Children who occupy their own room shall be charged the full applicable per adult sharing rate.

10.4 Flights

10.4.1 Children under 10 years of age may qualify for a reduction from the applicable per adult rate. This discount is contingent upon the terms and conditions of the respective airline supplier.

11. ACCOMMODATION



11.1 Unless specifically stated otherwise, all accommodation is based on 2 (two) people sharing a twin-bedded/double room on a bed and breakfast basis. Restrictions on the number of adults and/or children per room are as stipulated in the specific quotation or supplier's terms and conditions, which restrictions are available upon request. Specific room/bed requests are subject to availability and may incur additional costs at the time of inquiry.

11.2 While every effort will be made to accommodate our passengers' accommodation preferences, we cannot assume responsibility if you are dissatisfied with the selections provided.

11.3 Passenger names for accommodation reservations are required. Any delays in providing passenger names and/or any name changes after the stipulated submission date may result in penalties.

12. AIRLINES/FLIGHTS

12.1 Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by the Business. Packages include a standard net airfare provided by the respective airline. Such airfares exclude airport taxes and fuel surcharges as levied by the airlines and will be invoiced accordingly with your final invoice.

12.2 Flight details will only be finalized when they become available within the airline booking system and can only be confirmed once clients have paid the Business R35 000.00 and more. Flight requests can only be confirmed upon receipt of confirmation from the airlines. Flight costs included in the itinerary are estimated and subject to change.

12.3 Flight costs are non-refundable according to the policies established by the relevant Airline and specific contracts for the event.

12.4 All group air ticketing will be issued at least five weeks prior to the departure date, unless otherwise specified, once flights are secured. Any name changes after the air tickets have been issued will be subject to airline regulations and agency penalties.

12.4.1 Airlines will impose a breakaway/extension fee (where applicable) and group booking restrictions apply to each flight ticket.

12.5 Should a passenger request to purchase flights different from the reservation **AST** is holding, passenger names and full payment for flights & taxes will be required immediately to secure and issue the airline tickets. The applicable airline penalties will apply.



12.5.1 In cases of flight delays or disruptions, the airline shall not bear responsibility for onward international or domestic flights where these flight connections are missed and are not issued on the same booking/air ticket. **AST** will endeavour to assist with alternative arrangements where possible; however, any costs incurred will be the passenger's responsibility. **AST** shall not be held responsible for any delay or disruption to the Tour caused by the airlines.

12.6 In the event that the traveller does not provide evidence of payment for the outstanding balance of the tour prior to the designated departure date, the Business reserves the right to cancel the specified traveller's flight ticket without prior notification. Any fees imposed by the airline for cancelling the ticket shall be the responsibility of the traveller.

13. TRANSPORTATION

13.1 Transportation is provided in air-conditioned coaches, touring vehicles, minibuses, sedans, rail, or underground rail as appropriate to the requirements of the Charter, Transfer, or Tour. **AST** reserves the right to utilize smaller vehicles should the number of passengers participating decrease sufficiently to warrant such action. It is not feasible for all travellers to occupy front-row seats throughout the package. To allow as many passengers as possible to enjoy front-row seating, **AST** tour guides and drivers have been instructed to implement a policy of seat rotation.

13.2 In the event that **AST** sub-contracts a vehicle, it is agreed that the substituted vehicle operator shall function as an independent contractor and be subject to the sub-contractor's liability coverage.

13.3 The Customer, when transported in a sub-contracted vehicle, agrees to indemnify **AST** against any claim of whatsoever nature.

14. SPECIAL REQUESTS

Special requests must be submitted at the time of booking. The Business will make reasonable efforts to accommodate such requests, which shall be at the expense of the traveller, but cannot guarantee that such requests will be fulfilled.

15. TRAVEL DOCUMENTS, VISAS, VACCINATIONS, AND INOCULATIONS

15.1 All travellers shall be personally responsible for ensuring that they possess and have complied with:

15.1.1 The correct travel documentation, including passports valid for the minimum period following the package as required by law in each country the traveller will visit.

15.1.2 The correct visas/re-entry permits, valid for the countries to be visited – the costs associated with obtaining visas are the passenger's responsibility; and



15.1.3 Health, foreign exchange, and other legal requirements.

15.2 The Business shall not be responsible for any consequences whatsoever should the traveller fail to ensure compliance with the necessary health, passport, visa, re-entry permits, or other legal requirements. The Business shall not be responsible or liable for any information that it or its representatives may provide to the traveller regarding the above. The Business shall not be held accountable or liable for any delay in the processing of visa documentation, which has been altered or amended by the Embassy of the country where the applications are to be submitted. Furthermore, the Business shall not be held accountable or liable for any delay in initiating the visa process, due to the aforementioned reasons.

The obligation shall always remain with the passenger to ensure compliance with such requirements.

15.3 If a traveller intends to operate a rental vehicle, he/she should obtain an international driving permit from his/her local transport authority. The traveller must also possess his/her local driving license and present it at the car rental check-in counter.

16. INSURANCE

16.1 It is mandatory for the Participant and/or each passenger to obtain adequate medical, cancellation, curtailment, and public liability insurance ("Insurance") for each package. The responsibility rests with the customer to ensure that the coverage is adequate for their requirements. Customers should familiarize themselves with any exceptions and conditions imposed by the Insurance Company or Underwriters issuing the policy.

16.2 The Travel Insurance Policy must be procured in a timely manner, as coverage only becomes effective once passenger names are confirmed, and the policy has been issued. Policies extending to an entire group on a Package may require that the names of all passengers be provided before such policies become effective. Additional insurance to cover extended return dates will be billed accordingly by The Organizing Agents.

16.3 Passengers over 60 years of age may require supplementary travel insurance, and any conditions stipulated by The Insurance Company shall apply. Supplementary policy fees will be billed accordingly.

16.4 It is each passenger's responsibility to ensure that his or her passport has sufficient validity for the relevant country of destination, which is normally a minimum period of 6 months after the date of travel, as well as enough blank pages in their



passport prior to departure. The Organizing Agents disclaim responsibility for passengers who are unable to travel due to non-compliance with this clause. The Business shall not be responsible or liable for: any information which it or its representatives furnish in relation to travel insurance; or for filing/prosecuting a claim on the traveller's behalf against any insurer/underwriter who has issued a policy to the traveller; or for any claim disputed and/or rejected by the insurers.

17. MERCHANDISING

The Business has established a partnership with Sport Shop, which in turn contracts with reputable partners. **AST** is unable to guarantee the quality of garments received. The initial handling fee is included within the price of the Package, but any costs incurred due to subsequent orders will be charged to the customer. While the Business endeavours to contract with reputable suppliers, **AST** is unable to guarantee the quality of the garments received.

18. INTERPRETATION, APPLICABLE LAW, AND JURISDICTION

18.1 Words implying the singular shall include the plural and vice versa.

1.3 The Business carries on business under the regulations of the Association of South African Travel Agents ("ASATA") and provides the customer with travel and other related services on behalf of principals and/or other agents engaged in, or associated with the Travel Industry, including inter alia, airlines, tour operators, hotels, transfers, and tourist activities ("the Supplier/s").

1.4 The Business acts solely as an agent/broker on behalf of the Supplier/s and accordingly on receipt of any booking enquiry. The Business communicates with the Supplier/s concerned and endeavours to secure the necessary reservations, pricing and arrangements making up the booking enquiry.

1.5 The customer chooses as his/her/its domicilium et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, arising from any transaction or claim, which is governed by these terms and conditions, the physical address set out in the customer particulars schedule. Any notice given by any party to any other, which is transmitted by facsimile copy to the addressee at the addressee's facsimile address for the time shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission thereof.

****2. Exclusion of Liability, Suppliers Terms & Risk ****2.1 The Business utilises the products of various travel suppliers ("the Package").

2.2 While the Business makes every effort: 2.2.1 to engage quality suppliers among the airlines, hotels, tour operators and the service providers to provide the travel products making up the Package offered by **AST**; and 2.2.2 to ensure that the various services



making up the Package will be carried out efficiently and as specified, it does not have direct control over the provision of services by suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any supplier in carrying out the arrangements of the Package, or otherwise in connection therewith.

2.3 The Business accepts no liability for: 2.3.1 changes, omissions or delays before or during the course of the Package occasioned by technical difficulties, weather conditions, communication breakdowns or events beyond the control of the Business;

2.3.2 any cancellation or curtailment of the Package because of the customer's personal circumstances, e.g., death or illness, "the Changed Circumstances Event/s". All expenses occasioned by the Changed Circumstances Event/s, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs, etc, will be for the customer's account.

2.4 Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labour disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

2.5 Save in the event of wilful misconduct or gross negligence by the Business, neither the Business nor its holding or parent company or representatives shall be liable for any loss, injury, death or damages, arising from the Package.

2.6 The Business will not be responsible for any charges that appear on a traveller's credit card not levied/effectuated directly by the Business (e.g., credit card charges by a hotel), nor accept responsibility for having any of these charges reversed or corrected upon the traveller's return to his/her country of departure/final destination.



2.7 Where the customer is a sub-agent, and it is contracting with travellers, and such traveller's participation in the Package offered by the Business is subject to these standard terms and conditions and the sub-agent should provide a copy of same to the traveller on request. The sub-agent, or traveller in question, indemnifies and holds the Business harmless against all claims for damages, loss, injury, or expense, which any traveller may claim against the Business in the event that such claim is excluded under the terms and conditions set out herein.

2.8 Where the customer books travellers who are members of the customer's group, including but not limited to family members or minor children, the customer in question, in booking, indemnifies and holds the Business harmless against all claims for damages, loss, injury or expense, which any such member of the group may claim against the Business if such claim is excluded under the terms and conditions set out herein. This indemnity shall be binding on the estate of the customer who so indemnifies the Business.

****3 Quoted Prices & Price Variations**

****3.1** Current prices and services are detailed on the rates provided, as contracted, and are quoted in South African Rands unless otherwise stipulated. **AST** expressly reserves the right to adjust prices, on expiry of any period of validity of a price schedule/quote issued by the Business, by way of a revised price schedule/quote, in accordance with, e.g., increases in airfares, hotel rates, transport costs and currency fluctuations. Purchases from us may be subject to delivery fees, credit card fees and courier fees. Prices are from a starting price per person sharing, subject to change and availability. Please note that the price printed on a Ticket is usually its initial face value rather than the purchase price. You will not be entitled to a refund on the basis that you have paid a higher price than the face value of the Ticket. The price paid for a Ticket represents its true value at the time of purchase. Prices may vary and you will not be entitled to a refund if the price of similar Tickets subsequently changes.

3.2 All rates are calculated inclusive of VAT where applicable.

3.3 All quotations are valid only to the expiry date stated in the quotation (24 hours from issue of quote) and are subject to adjustment if the services quoted are not available at the time of booking. Quotations are based on itineraries and requirements specified by the customer. Upon acceptance, any amendments requested by the customer or traveller, which incur extra costs, are for the customer or traveller's account.

3.4 All information contained in the Business's itinerary and price schedules are to the best of the Business's knowledge and believed to be true and correct, but the Business accepts no liability for any errors/inaccuracies contained therein.



3.5 Terms and conditions, including any exclusion of bookings, or discounts applicable to minor children, are as set out in the specific price schedule, or quote.

3.6 Prices set out in the price schedule/quote do not include any items or services not specified therein (and/or the brochure and/or the Business confirmation of booking). Typical items not included may be a tour guide, airport taxes, costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements, gratuities and portage, meals and beverages, or any other item not specified.

3.7 In the event of any conflict between these terms and conditions and the Business booking confirmation terms and conditions, these terms and conditions shall prevail.

****4 Reservations **4.1** The Business does not accept any legal or contractual obligations in relation to conditional booking requests. A quotation does not constitute a “binding offer” from the business, neither as to pricing nor availability. All Packages are subject to availability and are not guaranteed. These Packages or any variation thereof are subject to **AST’s** minimum package conditions as stipulated in the booking confirmation.

4.2 Once the customer makes a booking request to the Business, whether telephonically, or by email, or on the **AST’s** web-enabled booking system (<https://aspireporttravel.com/bookings/>), the Business shall forward a written quotation of the booking by email.

4.3 On transmission of the Business confirmation of booking: 4.3.1 a binding contract between the customer shall result on the terms and conditions set out herein, read together with the relevant pricing schedule and/or quote and/or brochure itinerary and/or Business confirmation of the booking; and 4.3.2 the customer shall be liable to pay the package price as set out in the price schedule/quote applicable to such reservation. 4.3.3 Booking of services will only be processed on receipt of written signed acceptance and receipt of payment against **AST** invoice.

****5 Booking Conditions **5.1** Should the traveller fail to join a prebooked tour or event, join it after departure or leave it prior to completion, no refund will be made, and no credits granted.

5.2 Participants are required to have a travel component (flights and/or accommodation) as part of their package as match tickets cannot be sold on their own.

5.3 **AST** shall not be liable for any loss, damage or expenses of any nature suffered by the customer or any traveller arising from: 5.3.1 The loss of or any damage to property. 5.3.2 Sickness, weather conditions, war, riots, and/or any other cause of any nature whatsoever.



5.4 Travellers may not carry any unlawful articles or substances whilst travelling. Should any traveller contravene the aforesaid prohibitions, **AST** will be entitled to immediately exclude the offender from the package and such traveller will be responsible for his or her own repatriation and all costs associated therewith. **AST** will under no circumstance assist any such offender in any dealings or negotiations with any authority.

5.5 Should the Business appoint a driver or tour guide in respect of any package, then the traveller shall be obliged to comply with all reasonable instructions of such driver or tour guide. The Business reserves the right to terminate the package of any traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed driver or tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, tour group or service provider.

5.6 **AST** reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, excursions, services, vehicles and/or other arrangements should conditions necessitate. **AST** will offer substitutes of equal value and will inform the traveller of any known changes before departure.

5.7 **AST** reserves the right to request traveller "proof of residence", where the package purchased by any party, is subject to territorial restrictions.

5.8 **AST** reserves the right to cancel any and all bookings and forfeit any monies paid, where any client of **AST** has intentionally misled **AST** by misrepresenting themselves as a consumer whereas they are a travel operator seeking product for resale purposes. Any decision made in relation to this clause 5 by **AST** shall be at **AST's** sole discretion and considered final.

****6 Payment and Penalty Fees** **6.1 Payment shall be due and payable by the customer on or before the time periods as set out in the specific business booking confirmation. Payment is due within 72 hours of receiving the invoice from **AST**.

6.2 Unless the booking confirmation specifies otherwise, payment terms are as follows:

6.2.1 Initial deposit amount of which 20% is non-refundable. Bookings are not confirmed until the applicable deposit payments have been received by **AST**.

6.2.2 Further deposits / outstanding funds due will be invoiced in line with the agreed to deposit terms for the tour / event booked and confirmed.

6.3 Payment method is via electronic funds transfer (preferred method) into the **AST** (as per the banking details reflected on the invoice). Bank charges on foreign currency deposits will be for the customer's account.

6.4 **AST** expressly reserves the right to cancel any reservation where payment has not been made on the due date and without prejudice, to claim compensation for all



possible damages suffered due to the customers breach and the customer hereby expressly agrees to this.

In relation to all time periods stipulated for payment in the specific booking confirmation, time shall be of the essence and the Business shall be entitled to cancel any reservation where payment (including deposits) has not been made by due date.

6.5 Note that the cost of any extra services or any necessary adjustments to the package prices (caused by exchange rate fluctuations & adjustments to airport tax costs) will be communicated to the Client and will be billed either on the final invoice or on a separate invoice. Payment to **AST** for extra services or any necessary adjustments to the package price will be due immediately on receipt of invoice.

6.6 Interest at 2% above the current prime bank overdraft rate will automatically be applied to all overdue amounts.

6.7 Where a payment has been made and the reservation is subsequently cancelled by the Business, the payment to date will be forfeited to the Business subject to Clause 7 below, in line with cancellation and attrition terms stipulated by our suppliers the Business will endeavour to refund some deposits back to the client.

6.8 Documentation and vouchers will only be sent to the customer on receipt of payment in full and completed booking forms and travel declarations (if applicable) by the Business.

6.9 When payment is made in a different currency to the currency quoted in the brochure/quote, then acceptance of payment in a foreign currency must first be approved by the Business, and will be subject to the rate of exchange, applied by the Business's bankers at the time of receipt of payment. The customer shall be liable to effect payment to the Business of any shortfall resulting from exchange rate fluctuations.

6.10 The Business reserves the right to charge a booking fee and/or a handling fee which will be included in the total price.

6.11 The Business shall be entitled in its sole discretion to appropriate any amounts received by the Business from the customer towards the payment of any cause, debt or amount owing by the customer to the Business whatsoever. Each payment made by the customer to the Business, shall be applied firstly in respect of interest accrued and the balance, if any, shall be applied in reduction of the capital sum.

6.12 A certificate under the hand of any director/officer of the Business as to: 6.12.1 the existence and amount of any indebtedness at any time of the customer to the Business ("the debt"); 6.12.2 the fact that the due date for payment of the debt has arrived; 6.12.3



the amount of interest accrued on the debt (calculated at prime plus 2%); 6.12.4 any other fact, matter or thing relating to the customer's debt and/or obligations, in terms of any booking or indebtedness between the customer and the Business shall for the purpose of provisional sentence or summary judgement or any other proceedings against the customer in any competent court be: i. prima facie proof of the correctness of the matters stated therein; ii. deemed to be sufficient particularity for the purposes of pleading or trial; and iii. valid as a liquid document for those purposes.

6.13 Notwithstanding anything to the contrary herein, the customer shall be obliged to pay the Business the whole of the outstanding balance of its debt, together with accrued interest thereon immediately, and the Business shall be entitled to proceed for the immediate recovery thereof without prior notice to the customer and without prejudice to the Business other rights in law and/or without prejudice to any claims which the Business may have against the customer arising from any breach of these terms and conditions or any booking, should:

6.13.1 The customer fails to pay any amount due by the customer to the Business in terms of this agreement on the due date for payment thereof; or 6.13.2 The customer fails to have any judgment granted against it set aside within 14 (Fourteen) days after the date on which any such judgment is granted against the customer; or 6.13.3 The customer breaches any material term hereof; or 6.13.4 The customer compromises or attempts to compromise with any of its creditors; or 6.13.5 The customer commits any act which, if committed by an individual, would constitute an act of insolvency; or 6.13.6 The customer is placed in liquidation or judicial management or being wound up, whether provisionally or finally and whether voluntarily or compulsorily.

6.14. Failure to make a second consecutive instalment according to the prescribed payment schedule for your child's tour, listed on the invitation letter, will result in the removal of your child from the tour list.

All payments previously made will be forfeited.

Any existing payment arrangements before the occurrence, will be taken into consideration, provided that they are submitted via email and receive written confirmation from our CEO indicating approval of the proposed arrangement.

****7 Cancellation & Amended Booking Fees ****

7.1 Definitions 7.1.1 "epidemics" means a widespread occurrence of an infectious disease in a community, region, country, continent or worldwide, at a particular time.

7.1.2 "force majeure" means a superior force which, in general refers to an unforeseeable event and/or circumstance and/or act of God, which is beyond the control of a party or parties and renders the performance of a party's obligations under a contract and/or agreement wholly or partially impossible. This term is often used interchangeably with other terms such as "vis major" or "casus fortuitus". 7.1.3 "force majeure events" mean events which are a non-exhaustive list and include acts of God, war, riots, earthquakes, hurricanes, imposition of sanctions, lightning, pandemics, epidemics, strikes, a change in law, governmental intervention. 7.1.4 "pandemic"



means a worldwide spread and/or outbreak of a new disease, and is inclusive of, but not limited to, infections and infectious diseases such as, but not limited to, the Coronavirus, and any of its variants and/or mutations which have been discovered and/or detected which are known to the world, as well as any of its variants and/or mutations have not yet been discovered and/or detected which are currently unknown to the world. 7.1.5 “subject to” means conditional and dependent on an event which is out of the hands of the Business which is completely dependent on the internal policies and/or procedures and/or processes of the vendors. 7.1.6 “vendors” must be used interchangeably with the words “end suppliers” and “supplier(s)” and mean, but is not limited to, companies and/or corporations and/or organisations which provide services such as, but not limited to transport services, whether by vehicle and/or flight or by any other means, accommodation, food and beverages and/or event tickets.

7.2 Terms and Conditions Pertaining to Cancellation 7.2.1 Should the booking be cancelled for any reason whatsoever, whether partially or in full, by or on behalf of the customer the cancellation fees below will immediately, or unless otherwise agreed in writing, become due and payable by the customer. 7.2.2 All cancellations must be made in writing and shall be effective only on the date on which **AST** receives, and acknowledges receipt of said cancellation, the written notice.

7.3.1 The Business cancellation charges are as follows: i. 20% of the total package, once paid, is non-refundable. ii. 50% of the total package is non-refundable within 4 Months of Travel. iii. 80% of the total package is non-refundable within 2 Months of Travel. iv. 100% of the total package is non-refundable within a month of Travel. v. The Business will endeavour to return some funds to the clients in line and subject to the cancellation fees charged by end suppliers.

7.3.2 The Rugby World Cup 2023 France cancellation charges are as follows: i. 20% of the total package, once paid, is non-refundable. ii. 60% of the total package is non-refundable from 1 February 2023. iii. 100% of the total package is non-refundable from 1 May 2023.

7.4 The customer knows, understands, agrees and acknowledges that the customer will be liable for any further special cancellation charges, which charges may at the discretion of the Business vary from time to time, and which charges may apply for peak periods, as set out during the Quotation period, which the quote will take precedence and will substitute the cancellation charges due, in terms of this section.

7.5 The customer knows, understands, agrees and acknowledges that the customer will be liable for any variable cancellation charges of the supplier(s) of the products and/or services, to which the booking relates. The liability of the customer shall be in respect of the greater of either the cancellation charges in respect of this Clause above, or the cancellation charges due in terms of Clause 7.3 or 7.4, as the case may be.



7.6 All amendments and all cancellations must be made with the Business directly and must be in writing. The customer shall be liable for all costs and fees, including but not limited to repatriation and administrative costs and fees and may change at the discretion of the Business from time to time. The amendments or cancellation may be the result of the ill health and/or injury of the customer, and the reasons for the cancellation or amendment to the package must be conveyed to the Business.

7.7 The Business has the right to charge for amendments, which fee is subject to change at the discretion of the Business, of reservations at a change fee which is set out as follows: 7.7.1 Amendments received 90 (Ninety) days or less prior to departure: R 500 (excl. VAT) for each alteration made to the booking after the initial reservation plus the Business and/or suppliers published administration charges (from time to time), will be levied on all documentation or vouchers submitted for re-issue or refund.

7.8 All bookings are subject to the terms and conditions specified by the supplier of the services which make up the Package, excluding cancellation terms. The Business will provide on request, unless otherwise stated in the package or where legally prohibited to disclose said information, information such as, but not limited to, the identity of the supplier and said supplier's terms and conditions. This information may include, but is not limited to, provisions regarding the cancellation fees or amendment fees applicable to confirmed reservations, and/or refunds, and/or no refunds for no-shows, and/or unused services and/or late booking fees and/or baggage allowances and/or confirmation of flights.

7.9 All match ticket payments are non-refundable.

7.10 The customer knows, understands, acknowledges and agrees that if either party, which is inclusive of the Businesses' vendors, is prevented from performing any of its obligations in terms of this contract and/or agreement, which prevention is a result of any force majeure event beyond its control, it shall not be liable for any failure to perform its obligations while such event persists and either party shall have the right to terminate the contract.

7.11 The customer further knows, understands, acknowledges, and agrees that the refund policy of the Business is subject to the refund policy of its vendors. While the Business will exhaust any and all avenues in order to obtain the most advantageous refunds for its customers, the Business cannot guarantee that the customer will receive a 100% refund from its vendors. The customer therefore knows, understands, acknowledges and agrees that the customer will bear the risk of purchasing a package from the Business, and that the Business cannot financially or otherwise be held liable by a customer who has not received a 100% refund from the Business.



****8 Issuing of Tickets** ****Match tickets** are not re-printable and would require the traveller to re-purchase a brand-new ticket should his or her ticket be lost or stolen. The collection is subject to the identification of the customer or corporate representative.

****9 Changes to Hotels, Coaches, Vehicles & Other Services** ****9.1** The products and services included on all booking itineraries are subject to availability. The Business reserves the right to substitute hotels or coach operators, or other services listed with others of the same or next available higher or lower category, at no additional cost to the traveller, even after commencement of the package.

9.2 The Business reserves the right to use smaller or larger vehicles on scheduled escorted tours should final traveller numbers justify such change.

****10 Child Policy** ****10.1** A child of 12 years and older will be charged the full applicable adult per person rate on all services provided.

10.2 There is no discount for children on Match Tickets. One ticket will be required for each person, regardless of age.

10.3 Accommodation **10.3.1** Children under the age of 12 years may qualify for a reduction off the applicable per adult rate, should that child share its accommodation with two adults. This discount depends on the terms and conditions of the respective hotel supplier. **10.3.2** No more than one child per room sharing with two adults, dependent upon on the terms and conditions of the respective hotel supplier. **10.3.3** Children who occupy their own room will be charged the full applicable per adult sharing rate.

10.4 Flights **10.4.1.** Children under the age of 12 years may qualify for a reduction off the applicable per adult rate. This discount depends on the terms and conditions of the respective airline supplier.

10.5 There is no discount for children booked on scheduled transfers.

****11 Accommodation** ****11.1** Unless specifically stated otherwise, all accommodation is based on 2 (two) people sharing a twin-bedded/ double room on a bed and breakfast basis. Restrictions on the number of adults and/or children per room are as stated in the specific quotation or supplier's terms and conditions, which restrictions are available on request. Specific room/bed requests are subject to availability and additional costs at the time of enquiry.

11.2 Whilst every endeavour will be made to comply with our passengers' accommodation requests, we cannot be held responsible if you are not satisfied with the selections made.

11.3 Passenger names for accommodation are required. Any delays in providing passenger names and/or any name changes after the required date may incur penalties.



****12 Airlines/ Flights **12.1** Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by the Business. Packages include a standard net airfare provided by the respective airline. Such airfares exclude airport taxes and fuel surcharges as levied by the airlines and will be invoiced accordingly with your final invoice.

12.2 Flight details will only be finalised after they are within system booking range and can only be confirmed once clients have paid non-refundable deposits and such deposits have been paid to the airlines. Flight requests can only be confirmed on receipt of such confirmation from the airlines. Flight costs included in the itinerary are estimated and subject to change.

12.3 Flight costs are refundable according to the policies of the relevant Airline and specific contracts for the event.

12.4 All group air ticketing will be issued at least five weeks prior to the departure date, unless otherwise specified, once flights are secured and any name changes after the air tickets have been issued will be subject to airline rules & agency penalties. **12.3.1** Airlines will charge a breakaway/ extension fee (where applicable) and group booking restrictions apply to each flight ticket.

12.5 Should a passenger request to purchase flights different to the reservation **AST** is holding, passengers' names and full payment for flights & taxes will be required immediately in order to secure & issue the airline tickets. The applicable airline penalties will apply.

12.4 In the case of flight delays or disruption, onward international or domestic flights will not be the responsibility of the airline where these flight connections are missed and are not issued on the same booking/air ticket. **AST** n will endeavour to assist with arrangements where possible, however, any costs incurred will be for the passenger's account. **AST** shall not be held responsible for any delay or disruption to the Tour caused by the airlines.

****13 Transportation**

****13.1** Transportation is in air-conditioned coaches, touring vehicles, minibuses and sedans, rail or underground rail appropriate to the requirements of the Charter, Transfer or Tour. **AST** reserves the right to utilise smaller vehicles should the number of passengers participating reduce sufficiently to warrant this. It is obviously not possible for all travellers to occupy front row seats throughout the package. To have as many passengers as possible enjoy front row seats, **AST** tour guides and drivers have been instructed to implement a policy of rotation of seats.



13.2 In the event of **AST** sub-contracting a vehicle, it is agreed that the substituted vehicle operator shall act as an independent contractor and be subject to the sub-contractor's liability cover.

13.3 The customer, in a sub-contracted vehicle, agrees to indemnify **AST** against any claim of whatsoever nature.

****14 Special Requests** ****Special requests must be made at the time of booking. The Business will endeavour to comply with the special requests, which will be for the cost of the traveller but cannot guarantee that such requests will be met.**

****15 Travel Documents, Vaccinations and Inoculations**

****15.1 All travellers will be personally responsible for ensuring that they are in the possession of and have complied with:**

15.1.1 the correct travel documentation, including passports valid for the minimum period after the package, required by law in each country the traveller will visit; 15.1.2 the correct visas/re-entry permits, valid for the countries visited – the visa costs incurred are for the passenger's own account; and 15.1.3 health, foreign exchange and other legal requirements

15.2 The Business shall not be responsible for any consequences whatsoever should the traveller fail to ensure that he/she has complied with the necessary health, passport, visa, re- entry permits, or other legal requirements. The Business shall not be responsible or liable for any information, which it or its representative may furnish to the traveller in relation to the above.

The onus shall always remain on the passenger to ensure that he/she has complied with such requirements.

15.3 If a traveller intends to drive a rental car, he/she should obtain an international driving permit from his/her local transport authority. The traveller must also be in possession of his/her local driving license and produce same at the car rental check-in counter.

****16 Insurance** ****16.1 It is compulsory for the Participant and/or each of the passengers to take out adequate medical, cancellation, curtailment and public liability insurance ("Insurance") in respect of each package. The onus falls on the customer to ensure that the cover is adequate for their requirements. Customers should familiarise themselves with any exceptions and conditions as may be imposed by the Insurance Company or Underwriters issuing the policy.**

16.2 The Travel Insurance Policy must be obtained timeously as the cover only takes effect once passengers' names are confirmed, and the policy has been issued. Policies



which extend to the entire group on a Package may require that the names of all passengers are provided before such policies will become effective. Additional insurance to cover extended return dates will be billed accordingly by The Organising Agents.

16.3 Passengers over 60 years of age may require additional top up travel insurance and any conditions stipulated by The Insurance Company will apply. Supplementary policy fees will be billed accordingly.

16.4 It is each passenger's responsibility to ensure that his or her passport has sufficient validity for the relevant country of destination, which is normally a minimum period of 6 months after the date of travel, as well as enough blank pages available in their passport prior to departure. The Organising Agents accept no responsibility for passengers who cannot travel due to transgression of this clause.

The Business shall not be responsible or liable: for any information which it or its representatives furnish in relation to travel insurance; or for filing/prosecuting a claim on the traveller's behalf against any insurer/underwriter who has issued a policy to the traveller; or for any claim disputed and/or rejected by the insurers

****17 Merchandising ****The Business has partnered with Sport Shop which in turn contracts with reputable partners. **AST** cannot guarantee the quality of the garments received. The initial handling fee is included within the price of the Package, but any costs incurred because of subsequent orders will be charged to the customer. Whilst the Business endeavours to contract with reputable suppliers, **AST** is not able to guarantee the quality of the garments received.

****18 Interpretation, Law Applicable and Jurisdiction ****18.1 Words implying the singular shall include the plural and vice versa, words importing one gender shall include any other and reference to natural persons shall include legal entities and vice versa.

18.2 The law of the Republic of South Africa (where applicable) shall govern the relationship between **AST** and the traveller/s or sub-agent, and the courts of the Republic of South Africa (where applicable) shall have sole jurisdiction in respect of any claims and/or disputes which may arise between **AST** -Travel and the traveller/s or sub-agent.

18.3 Should any dispute of any nature whatever arise from or in connection with these terms and conditions and any contract concluded by the customer with the Business, then at the election of any party, such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA. The customer by its/his/her signature hereto expressly consents to any arbitration in terms of the aforesaid rules being conducted as a matter



of urgency and irrevocably authorises the Business to apply, on behalf of all parties to such dispute, in writing, to the secretariat of AFSA in terms of Article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.

18.4 Either party may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

18.5 Nothing herein contained shall be deemed to prevent or prohibit either party from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

18.6 Any arbitration in terms of this Clause 18 shall be conducted in camera and the parties shall treat as confidential and not disclose to any third-party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of the other party.

18.7 The provisions of this Clause 18 will continue to be binding on the parties notwithstanding any termination or cancellation of any contract concluded by the customer with the Business.

18.8 These terms and conditions reflect the full agreement between the customer and the Business, and any variation and/or amendments thereof shall not be valid unless agreed to by the Business in writing.

****19 Delays ** AST** shall not be responsible for the consequences of any delays whether arising from accidents, breakdowns, or any other cause whatsoever.

****20 Right of Admission Reserved ** AST** reserves the right at its discretion to decline to accept or retain any person as a guest. Guests shall obey every lawful instruction of any employee of **AST** or its representatives.

****21 Responsibility ** AST** accepts no liability for the death of, or injury to, loss and/or damage to any person and/or property arising out of any act or omission of **AST** -Travel, any servant or agent of **AST** or any 3rd party/sub-contracted supplier, whether because of negligence or otherwise.

****22 Website **22.1** These Terms and Conditions govern the Website User's use of the **AST** Website located at the domain name <https://aspireporttravel.com/> . By accessing and using the Website, the Website User agrees to be bound by the Terms and Conditions set out herein.

22.2 AST will be deemed to have received any data messages sent by the Website User when **AST** responds to such message or receipt thereof is acknowledged. An automated



acknowledgement of receipt will not be deemed to be an acknowledgment of receipt for the purposes of this clause.

22.3 The Website User will be deemed to have received any data messages that have been sent by **AST** when the complete data message enters an information system designated or used for that purpose by the Website User.

22.4 If a Website User does not receive a response from **AST** to any data message sent to **AST**; the Website User should email the **AST** Admin Centre (admin@aspireporttravel.com). **AST** shall not be liable for any failure to respond to any data message sent by the Website User.

22.5 By clicking on the “**I AGREE & ACCEPT**” button when booking through the website, the Customer signifies acceptance of all these Terms and Conditions.

****23 General Terms**

****23.1** The Business shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty or condition express or implied shall be considered to be or have been made or agreed or implied by reference to any other writing, advertisement or conversation.

23.2 No indulgence, which the Business may grant to any party, shall constitute a waiver of any of the rights of the Business who shall not thereby be precluded from exercising any rights against the customer and/or the traveller which may have arisen in the past, or which might arise in the future.

23.3 Each term or condition of these terms and conditions shall be separate and separately enforceable from the other terms and conditions herein and shall in no way be limited or restricted by reference to or inference from any other terms or conditions. If any term or condition herein shall be found to be illegal or unenforceable then the remaining terms and conditions hereof shall be and remain binding.

23.4 Should the Business appoint a tour guide in respect of any package, then the traveller shall be obliged to comply with all reasonable instructions of such tour guide. The Business reserves the right to terminate the package of any traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, group or service provider.

23.5 All travellers shall comply with general Codes of Conduct as issued by the Business from time to time, including any prohibition on smoking imposed on any coaches and at any hotels/venues on any package.



ASPIRE SPORT TRAVEL

Head office:
Country Lane Estate
Rietvalleirand
Pretoria
0181

23.6 The customer shall be solely responsible for ensuring that he/she is physically and mentally capable of undertaking the journey and participating in the activities that constitute the package itinerary.

****24 COVID-19 – subject to change/amendment**

****An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the WHO senior citizens and guests with underlying medical conditions are especially vulnerable. We ask that you please take personal responsibility for your wellbeing. This begins with packing any personal protective equipment and sanitisers you require. Please adopt physical distancing and hygiene practices throughout your pre-trip travel arrangements and follow all health instructions whether physical signage or requests from our professional staff, once you are holidaying with us. While travelling with **AST**, you voluntarily assume all risks related to exposure to COVID-19.**