



Terms and Conditions

1.1 Reed Park t/a “Southern Routes” means Reed Park t/a Southern Routes Reg No: 2015/072247/07; 1.2 “Client” means the person who contracts directly with Reed Park t/a Southern Routes for the provision of Reed Park t/a Southern Routes Services, who is identified as the addressee of Reed Park t/a Southern Routes pro forma invoice;

1.2 “Traveller” means the person who utilises or obtains any benefit from the Principal’s Services, who may or may not also be the Client;

1.3 Reed Park t/a “Southern Routes Services” shall mean the sourcing, arrangement and procurement of any travel and / or accommodation services or packages and any other type of service, package and / or product incidental thereto, for the Client but for the use, consumption or benefit of the Traveller. The aforesaid shall include but not be limited to the provision by Reed Park t/a Southern Routes of certain complimentary and discretionary services such as the rendering of advice, provision of information, the booking of reservations, the application for travel contracts and the obtaining of insurance;

1.4 “Principal” means the provider of travel and / or accommodation services or packages and any other types of services, packages and / or products incidental thereto, for the use, consumption or benefit of the Traveller;

1.5 “Principal Services” means the provision of travel and / or accommodation services or packages and any other type of services, packages and / or products incidental thereto, by the Principal for the use, consumption or benefit of the Traveller.

Status of Compassline & Disclaimer

2.1 The Client contracts Reed Park t/a Southern Routes for the provision of the Reed Park t/a Southern Routes’ Services. Unless agreed to the contrary in writing, the fees payable to Reed Park t/a Southern Routes for the Reed Park t/a Southern Routes’ Services will be paid by rebates on the charges for the Principal’s Services credited to by the Principal.

2.2 Reed Park t/a Southern Routes will in the performance of the Reed Park t/a Southern Routes services render an invoice to the Client for the Principal’s Services, which shall be payable to Reed Park t/a Southern Routes exclusively as the Principal’s receipting agent.

2.3 Reed Park t/a Southern Routes in providing the Reed Park t/a Southern Routes Services to the Client will put the Client in the position where the Client or the Client’s nominee contracts directly with the Principal. Reed Park t/a Southern Routes is an independent contractor acting as an intermediary between the Client and the Principal and shall not under any circumstances to be construed as the agent or representative of the Principal in any regard except for the purposes of receipting.

2.4 Reed Park t/a Southern Routes, its employees and agents accept no liability for any losses, damages, injury, illness, death, loss of or damage to property, delay, inconvenience or poor or non-performance innocently, negligently or intentionally caused to the Client and / or the Traveller as a result of any act or omission by or on behalf of the Principal, whether in relation to travel, accommodation or arising out of any cause whatsoever.

2.5 The Principal and the Client or its nominee shall contract directly on the Principal’s usual terms of trade, which shall constitute the agreement between the Principal and Client or its nominee. No agreement shall exist between Reed Park t/a Southern Routes and the Client or its nominee for the provision of the Principal Services.

2.6 Reed Park t/a Southern Routes shall provide the Client with the identity and usual terms of trade (or access thereto) of all the Principals relevant to the Principal Service being procured. It shall be the responsibility of the Client and/or its nominee to familiarise itself with such terms.

2.7 Reed Park t/a Southern Routes shall not be bound by any promises, undertakings, warranties, representations, advices, recommendations, opinions or the like (whether express, implied, tacit by conduct or otherwise) made by or on behalf of the Principal. Reed Park t/a Southern Routes, its employees and agents are excluded from liability for claims (i) which exceed R8,000-00 per claimant, per invoice, (ii) which are brought to the attention of Southern Routes in excess of 60 days following the termination of the Principal Services or (iii) which constitute indirect and/or consequential losses or damages.

2.8 The Client, on its own behalf and on behalf of its nominee, waives and abandons all claims in respect of liability which Reed Park t/a Southern Routes has excluded in terms of this agreement.

2.9 No failure, refusal or neglect of Reed Park t/a Southern Routes to exercise any rights hereunder or to insist upon strict compliance with or performance of the Client's obligations under this agreement, or any other indulgence allowed or shown by Reed Park t/a Southern Routes to the Client, shall constitute a waiver of Reed Park t/a Southern Routes's rights at any time to insist on strict compliance, or operate as or create an estoppel against Reed Park t/a Southern Routes.

2.10 No variation or alteration of these terms and conditions shall be binding on Reed Park t/a Southern Routes unless reduced to writing and duly signed by a duly authorised member of Compassline Africa Tours (parent company).

2.11 This agreement constitutes the entire agreement between the parties and no warranties, promises, representations, undertakings or the like shall be of any force and effect save insofar as same are repeated and recorded herein or in a separate written Contract by Reed Park t/a Southern Routes. STANDARD TERMS OF CONTRACT REED PARK T/A SOUTHERN ROUTES TOURS

2.12 Reed Park t/a Southern Routes shall not be liable in any way for any circumstances beyond its control, including but not limited to war, mechanical breakdowns, weather, riots, which may cause delays, interruptions or alterations to the Principal Services or render them impossible of being performed.

Travel Info

3. Notwithstanding anything to the contrary contained in this agreement or otherwise, it shall be the exclusive obligation and responsibility of the Traveller, and not Reed Park t/a Southern Routes, to:

ensure that all passports and visas are current, valid, obtained on time, and will be valid for six months after return to home country and that any vaccinations, inoculations, prophylactic (e.g. malaria) and the like, where required, have been obtained. Reed Park t/a Southern Routes will endeavour to assist the Client in this regard but such assistance will be at Reed Park t/a Southern Routes's discretion and in doing so, Reed Park t/a Southern Routes is not assuming any obligation or liability, and the Client indemnifies Reed Park t/a Southern Routes against any consequences of non-compliance.

3.2 familiarise herself with the inherent dangers of and mental and/or physical conditions required for the proposed travel arrangements and to be in a condition to undertake them.

3.3 faithfully, diligently and timeously to comply with all laws, conventions, rules, regulations and the like having any reference or regard to the Principal Services.

Law & Jurisdiction

4.1 The law of South Africa will govern this agreement.

4.2 The Client consents to the jurisdiction of the Magistrate's Court of the Republic of South Africa.

4.3 The Client shall pay Reed Park t/a Southern Routes's legal costs on the attorney and own client scale, collection charges and tracing fees in connection with any legal proceedings arising hereout.

Reservations

5 All reservations are made on the condition that a non-refundable deposit as called for in Reed Park t/a Southern Routes's invoice is paid to Southern Routes within 60 Days of the date scheduled for the Principal Services, with the exception of the full day tours, in which case the deposit is payable within 24 hours of presentation of invoice.

Payment

6.1 Full pre-payment must be made to Reed Park t/a Southern Routes for the Principal's Services to be rendered. Payment must reflect in Reed Park t/a Southern Routes's bank account at least 30 days prior to the date scheduled for the Principal's Services. Where reservations are made within 30 days of the date scheduled for the Principal Services, payment must be made within 24 hours of presentation of invoice. The Principal's Services will only be procured on full payment being made to Reed Park t/a Southern Routes. If full payment is not made timeously all reservations shall be cancelled.

6.2 All vouchers, tickets and the like required for the enjoyment of the Principal's Services by the Traveller will be released to the Client on receipt of full payment.

Reed Park t/a Southern Routes guarantees the price of land based arrangements, once full payment is received, except where any subsequent increase is beyond the control of Reed Park t/a Southern Routes as stated in these terms. Airfares are subject to the price and conditions quoted by the airlines at the time of payment and cannot be guaranteed by Reed Park t/a Southern Routes.

6.3 All Services are subject to increases by the respective Principals, to exchange rate fluctuations and to any taxes imposed within the Republic of South Africa or by any foreign authority governing any respective foreign destination. This may apply even where such services have been paid for in full before any increase, rate changes or legislation becomes effective if they apply retrospectively. The Client will remain responsible for all disbursements already made, or committed to be undertaken, on its behalf by Reed Park t/a Southern Routes.

6.4 In the event of there being any increase, new levy or charge or fluctuation with the South African Rand against any foreign currencies which arises at any stage in respect of the Services, same shall be for the account of the Client.

6.5 The terms of payment and the Client's liability for payment will apply irrespective of whether or not the Principal Services are used by the Traveller.

6.6 All amounts payable shall be effected in South African Rands, without deduction, set-off or demand. Payments shall not be withheld or deferred on account of any claim or counter-claim which the Client or Traveller may have.