TERMS AND CONDITIONS DOCUMENT

1. DEFINITIONS

Company

Freeworld Travel (PTY) Ltd trading as Travel and Sport. Physical address: 2nd Floor, Block D, Crestway Office Park, 20 Hotel street, Persequor, Pretoria 0020

Client

1. As described in the Booking Form and Contract Agreement
2. The Company transacts with the Client only and any service delivered to the Client's client (typically but not only the parent of the touring person) is just to assist the Client and obliges the Company in no way contractually or implied, to the Client's client.

Contracted ground tour operator/agent, airline, and service provider:

The supplier to the company of services in the country where such services are supplied. Can be various agents/companies
Has no responsibility or obligation to any party but the company

Tour Leader

Not a tour guide but a link between the Company, the client group leader and the contracted tour operator and any of their services suppliers

Tour

An overseas or local tour where Travel and Sport is responsible for all or any part of the arrangements. On a non-sport tour where 10 or more people paid deposits it will be deemed a tour with all the implications thereof. In case of a specific school's sport tour, when enough people have paid deposits to be able to meet the minimum team number to play a match within the rules of the specific sport it will be deemed a tour with all the implications thereof.

Open tours

Open tours are tours that are made up from children from various schools that partook in a sport tournaments where they were invited to tour, or met another type of qualifying standard.

Let it be known that these children were invited because they were shown by mostly independent selectors or standards to be of the better children in the tournament. They do not represent any province or region of any nature but is just a tour group with common interests.

There will not be organised talent scouts at the matches and the selection does not imply that the child has a future in playing overseas.

Sometimes children from various tournaments get added together under new team names to make it possible for the children to tour. If the Company moves a child from one team to another, the child is deemed to tour as if it is with the original team even if the name, destination and tour dates change.

2. EFFECTIVE DATE

This agreement will be effective from the date upon which the first of the following events happen:

1. The deposit, or part of it, as indicated on the payment schedule has been paid by the client and received by the company and such a payment will be proof of acceptance of the contract.
2. the Booking Form and Contract Agreement has been signed by the client and received by the company;

from which date the terms and conditions of this agreement will be binding on the parties.

3. ONLY CONTRACT

This contract, and the terms of the accepted quote, and amendments written and signed by both parties, are the only documents constituting the terms of services and payments. Only excursions, meals, matches etc as described in such documents will be provided. Any other undertakings of arrangements, services, meals etc not included in the documents will not constitute part of the services deliverable at the quoted price and will be deemed as alterations, changes and additions by the client as per paragraph 6.

4. PAYMENTS

1. Payments, as per the payment schedule (scheduled payments), must be made by the schedule date to the company's bank account free of bank charges such as cash deposit fees and credit card charges.

2. Payments must be made by the client in cash, by cheque or bank transfer and proof of payment be sent by e -mail or fax to the address of the company immediately after payment. Cheque payments will be treated as payments from the date the cheque is cleared and can take as long as 10 days.

3. If individual payments are made directly to the company, the company will treat the payment date of the last date of payment of a scheduled payment as if the whole group paid on that date, with every scheduled payment date due.

4. If the late payment by a touring member leads to increased prices the whole group will be responsible for payment of such increases.

5. The company undertakes to pay the service suppliers as agreed with service suppliers and allocate payments of client's money in such a way it deems fit. The company reserves the right to take the cost of own overheads from any payment the company sees fit.

6. The company will be under no obligation to disclose its costs for the tour, payments made to any service supplier or additional services to the client. The client undertakes not to enquire about any payments made on their behalf. The client accepts that Travel and Sport is a tour wholesaler that works with a lot of groups and that no tour's service provider payments are necessarily in isolation, nor linked to their specific payments.

7. No amount payable to the company shall bear any interest.

5. PRICE INCREASE RISK

1. Quoted prices for a tour as per Booking Form and Contract Agreement may increase because of currency fluctuations, increases in scheduled airfares, increases in hotel rates, increases in government and airport levies and taxes, increases in the company operational fees, other increases, changes in other expenses, change in itinerary, change in dates, and/or change in group size.

2. The initial quote is based on prices applicable on the day of the preparation of the quotation only.

3. The client understands and accepts that prices fluctuate over time as with any other commodity, driven by external factors out of the control of the company. The client will be responsible to pay the company for any increase or additional costs because of the fluctuations on receipt of written notice. Improvement in the exchange rate will be for the sole benefit of the company, and any credits to the client in lieu thereof will be discretionary.

4. Airline quotes are only valid for the period stated in their quotation and the airlines reserve the right to increase fares until full payment is received. This cost will be passed on to the client.

6. INCLUSIONS AND EXCLUSIONS

Only services such as meals, excursions, transport etc specifically listed under INCLUSIONS in the accepted quote or in writing thereafter by the client will be included in the tour price. All exclusions specifically listed or not listed will be invoiced and payable in addition to the quoted and accepted tour price.

7. ALTERATIONS, CHANGES AND ADDITIONS BY THE CLIENT

In the event of the client requesting an alteration or change to the booking or tour or any term or condition of this agreement the client must immediately notify the company in writing of the alteration or change in which event:

1. the company will endeavour to accommodate the client's wishes.
2. the client will be liable for payment of any costs or taxes incidental to the alteration or change and will be responsible to pay over such additional costs or taxes on request of the company.
3. The company is further entitled to an additional administration charge per each individual member of the tour group whose booking is changed in the event of a change or alteration to the booking.
4. If a client requests a change of dates or change in the number or names of persons accompanying the tour and the requested change is not possible and/or alternative bookings cannot be agreed upon, and this then leads to the cancellation of the tour by the client, the company will be entitled to keep or claim the total amount due as per clause 6 as pre-estimated damages as if the original tour was cancelled.
5. Airline tickets cannot be changed without payment of cancellation charges or the purchase of a replacement ticket. All costs incurred by the company for a change to airline tickets will be for account of the client and payable on request of the company. This is also subject to an administration fee.
6. Replacement name changes will be accommodated where possible, subject to the airlines and/or service provider's rules, conditions and fares and subject to an administrative fee.

8. CANCELLATION COSTS

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.

1. retain the deposit
2. 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.
3. 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.
4. 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.
5. 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.

9. CHANGE IN TOURING ITINERARIES, FIXTURES, AND EXCURSIONS

The initial itinerary as per the initial quote is based on services typically available and a hypothetical itinerary. No services are booked until the tour becomes a tour as per definition.

Even after the tour becomes a tour as per definition the company reserves the right to:

1. change the itinerary of the tour including accommodation, transport, travel dates, airlines or any other service to an alternative of the same standard or price.
2. charge the client for any additional costs incurred due to such change if a more expensive or better standard of services has to be delivered, due to unavailability of originally quoted standard services.

The client will be informed of such changes.

All services, fixtures and excursions are subject to availability at the time of the tour. Fixtures can be cancelled by schools and clubs due to bad weather, lack of facilities or other commitments. Excursions can be cancelled due to unavailability of services or increase in costs etc. The client accepts that such changes are not in the control of the Company and undertakes not to keep the Company liable for such changes in any way. The client accepts that normal terms and conditions will apply.

In the case of "famous people" tours, where the tour is sold and has to be accompanied by a specifically named person, it is done because the person indicated that he/she will accompany the tour. This person is not in the employ of the Company. If the person withdraws for any reason whatsoever, it is outside the reasonable control of the Company, therefore the tour will go on and normal terms and conditions will apply.

10. CONDUCT

1. The conduct of the participants and their representatives during the organising phase of the tour and during the tour itself is the responsibility of the client.
2. The company will have the right to immediately cancel the tour of any individual member of the group, or of the whole group if, during the organising phase or the tour itself, any participant on the tour or their parents or representatives:

    a) threatens, verbally abuses or insults Travel and Sport staff or their representatives
    b) misbehaves to the extent that the supplied services or the organising thereof get interrupted
    c) causes danger or bodily harm to anyone or damage to any property
    d) contravenes the laws of a country visited on the tour or the country where the tour is being organised.
    e) does not co-operate with the tour organiser or tour leader and/or the representative tour operator/agent that contracted with the service suppliers.
    f) commits a crime during the tour.
    g) persistently affects the enjoyment of the other members of the tour members, or their parents or representatives or the tour leader, whether it is during the organising phase or the tour phase.
    h) and the client will forfeit all monies already paid to the company and will be liable to pay any costs as if the tour was cancelled and/or incurred to terminate the tour and/or send any or all of the tour members back to the first departure airport.
    i) Take specific note that the behaviour of for instance one parent or representative of a touring member during the organising period may cause the whole tour to be cancelled for the whole group.

11. TOUR LEADER

The company contracts with a Tour Leader for some tours. The Tour Leader is not always an employee of the company and the company is not responsible for any claims against the Tour Leader, nor any claims against the company in lieu of the actions of the Tour Leader.

The Tour Leader is herewith authorised by the client to help control the participants' behaviour, liaise with the service suppliers and to change the itinerary in his discretion, after informing the client.

The Tour Leader is not a tour guide and his role is only to coordinate/oversee the arrangements and assist with crises. He has no obligation to delivery any service to and/or accepts any instruction from any tour member.

The client has the right through the normal legal channels to pursue any claims against the tour leader if the client deems it necessary.

12. LIABILITY

Neither the company nor the tour leader will be liable for any loss, injury to, or death of any of the participants or client during the tour if such damage was caused by any tour member's neglect or unlawful action.

In all other instances the extent of damages claimed from the company will be reduced by the amount that would reasonably have been payable by travel insurance and insurance covering service suppliers, whether such insurance is in place or not and whether the insurance pays out or not.

The client undertakes to inform the Company of any possible claims against the Company in writing by means of email, online messaging with record keeping to prove the conversation was received by the company or registered letter to the Company's registered address within 14 days of becoming aware of such loss or event that can lead to a claim against the Company. The Client accepts that if the Company is not so informed within this period the Client forfeits any right to a claim and releases the Company from any responsibility for any action or event leading to a claim.

The client undertakes to claim from the company only damages caused by the company's direct neglect. The client undertakes not to claim from the company any claim that can be lodged against another party.

13. PASSPORTS AND HEALTH PRECAUTIONS

It is the responsibility of all members of the tour to make themselves aware of all regulations and requirements applicable to passports and health precautions and the client undertakes to inform and advise the members of the tour accordingly.

If a tour member cannot tour due to passport problems, normal cancellation rules will apply.

14. INSURANCE

The Company will add the cost of travel insurance to the tour price and the format will be indicated on the quotation and invoices (whether it is included in the tour price or listed additionally).

The client gives the Company permission to make payments on their behalf for travel insurance.

Insurance will be secured on behalf of the group once critical mass is reached.

Monies paid for travel insurance on the client's behalf will not be refundable, once payment has been made to the insurance company.

The pursuing insurance contract is between the client and the insurer, and no liability or duty of support will fall upon the company in case the insurer declines a claim. Any assistance from the company in this case will be a goodwill gesture.

It is the duty of the client to be aware of the cover offered under the insurance contract, and if the cover is not ample, the client is free to take out additional insurance at an insurer of their choice. This insurance will not replace the insurance facilitated by the Company.

15. BILLETING (HOME STAY)

Billeting in this agreement will mean the use of a host school or club which offers accommodation in residential dwellings for overnight purposes if so agreed upon between the Company and the representative of the school against which the members of the tour are competing.

The company endeavours to match the tour members with schools and clubs of high standing all over the world but cannot guarantee that billeting will take place.

The company accepts no responsibility for claims of any nature whatsoever, including any loss by accident, injury or death that may occur as a result of billeting.

Sometimes billeting cannot be arranged or gets cancelled on short notice in which case alternative accommodation h as to be arranged. The client will be responsible for any costs due to for alternative accommodation.

16. LATE PAYMENTS

In the event of late payments, the company has the right to cancel the tour with no refunds, change the tour itinerary and/or increase the price, and must inform the client of such increase or change. If the Client does not accept the change or increase in writing the Company has the right to withdraw from this agreement as if the Client cancelled the tour.

17. VISA APPLICATIONS

The Company can advise about visa applications.

No agent the Company refers to assist with the visa application processes is party of the Company, and the Company accepts no liability for any result from the interaction between such agent and the client.

Some countries require visitors to apply for a visa in person.

The Company will not be responsible in any way for any losses to any party due to theft, loss of documentation while in the company's care or late documentation, and any signatory hereto waves any claims against the Company, on behalf of all parties involved in the tour.

Some embassies need proof of an issued airline ticket for the visa application. The Company can only provide the client with airline tickets for the members of the tour 10 (ten) days after receiving final payment of the tour costs.

There will be no refund of tour money or any other payments made in terms of the payment schedule if a tour member's visa application is unsuccessful, whether it was due to late or incomplete documentation, or whether due to the relevant embassy declining the visa or any other reason whatsoever.

18. INDIVIDUALLY ISSUED AIRLINE TICKETS AND SERVICE SUPPLIER SELECTION

Tickets of members not issued in the group will have to be issued individually at a later stage with the effect of additional costs of R500.00 (Five Hundred Rand) per ticket issued and additional costs if the airline increases the airfare of such ticket.

All service suppliers used by the Company are registered with a recognised industry body in the location where services are delivered. If they are unable to deliver the contracted services, the Company will assist in replacing such services, but the claim will transfer to the industry body. The Company endeavours to assist the Client in pursuing compensation for such damages. The Client is liable for costs incurred for replacing the services.

19. BAGGAGE ALLOWANCE

The client acknowledges that the client is aware that different airlines have different baggage weight allowance, that airlines don't necessary allow extra weight for sporting equipment, that airlines mostly don't allow spreading of baggage allowance between members of the group and that there is a fee payable for excess luggage.

As airline baggage weight rules are sometimes ambiguous the client undertakes to confirm the applicable baggage allowance rules with the airlines directly shortly before departure. The Company accepts no responsibility for cost of excess baggage at any time.

20. FLIGHT CONNECTION DELAYS

The Company will not in any way be liable for any expenses incurred or any other consequences of delayed flights and/or missed flights.

21. CREDIT CARD PAYMENTS

In line with industry practice, the company has introduced a surcharge for services paid by credit cards or debit cards.

22. PRIVACY POLICY

We are committed to protecting your personal information and will process your personal information in accordance with our Privacy Policy, available online at https://www.travelandsport.com/. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information, and you consent to us collecting, using, disclosing, and otherwise processing your personal information as detailed in our Privacy Policy.

In particular, we and our third-party service providers may disclose your personal information, and you hereby consent to such disclosure as required by the Protection of Personal Information Act No.4 of 2014, to third parties that are directly connected with facilitating your travel arrangements and bookings and the provision of travel service and products. For example, we may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements. Furthermore, you agree that we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers with whom you seek to make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is managed or based. We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside the Republic of South Africa. Generally, we will only disclose your personal information to these overseas recipients in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf.

Where we disclose your personal information to a third-party overseas recipient, you agree that the recipient may be located in a country with laws that do not protect personal information as stringently as those of the Republic of South Africa. You acknowledge that we deal with many travel service providers around the world (some of which are very small operations or are located in countries with laws, and/or in regions with technology, which may not be advanced as those existing in the Republic of South Africa). Therefore, where your requested travel arrangements require that your personal information be sent to an overseas recipient (other than any of our overseas related entities), you agree that this is at your risk, and we will not be liable or accountable for how those recipients handle your personal information. We may also disclose your personal information to third parties for the purpose of child enrichment and educational purposes. Images and videos of tour participants may be used on social media platforms and marketing material as needed by the company. If you object to this, please notify us in writing.

23. ONLINE DECLARATION OF UNDERSTANDING AND ACCEPTANCE

My online acknowledgement that I agree to the terms and conditions as legally binding is indicated by

a. answering “YES” to the question on the registration form that reads:

> *” **Terms and conditions acceptance****
>
> *By selecting “yes” you acknowledge that you read the contract between yourself and us and that you agree with all the terms and conditions stipulated therein and subject yourself thereto.”*

b. And/or digitally signing this form

c. And/or making a deposit towards the tour.

END OF DOCUMENT