

All consultations and transactions (bookings) concluded are subject to these Standard Terms and Conditions

By accepting this confirmation and offering payment it will be deemed that the Client has read, understood and accepted these Terms and Conditions and has brought them to the attention of all other Travellers on whose behalf the Booking has been made.

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In this Contract, unless the context clearly indicates to the contrary, the following words and expressions shall bear the meaning hereinafter assigned to them:-

"the Booking/ Reservation" shall mean any part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of the **Client** with the Suppliers, and excludes services of a peripheral nature.

"the Company" shall mean **XL The Travel Professionals (Pty) Ltd**, and/or anyone acting for or on behalf of **the Company**, provided such person has been duly authorized and is acting within his or her scope of duty.

"the Client" shall mean the person who applies (directly or indirectly) to the Company for the Company's services. The aforesaid will include but is not limited to a person who applies for

his own use or benefit or that of any other person and whether applying as principal, agent or sub-Contractor. The Client shall include any other person on behalf of the **Client** or whom the **Client**, represents and includes the **Client** in the Company's Application to do Business form.

"the Conditions" shall mean these terms and conditions and those of the Principal, where applicable;

"the Traveller" shall mean any person (whether or not such person is the **Client**) who utilizes or obtains any benefit from the Services of the Company. The **Traveller** shall include a potential **Traveller**.

"the Travel Agent / Consultant" shall mean any other party who has made or secured any travel bookings or arrangements for the Client, other than the Company.

"the Services" shall mean any travel or other service facility, product or matter incidental thereto of whatsoever nature arranged or to be arranged by the Company (whether directly or indirectly) to or for the "Client or the Traveller". The aforesaid shall be used interchangeably and shall include inter alia but not be limited to the providing of advice or information, the booking of reservations for accommodation, transport or the like (whether by air, sea, land or otherwise), the application for passports, visas or other travel contracts, the arranging or obtaining of insurance, any other service or facility (even though not specifically requested by the Client or the Traveller) provided by the Company or which the Company in its sole and absolute discretion deems necessary or ancillary to the services of facilities requested, or anything else associated with or related to travel.

"Peripheral Requirements / Services" shall mean, inter alia, obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve and other bank approvals, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with Principals and other parties for whom the Company acts as intermediary.

"the Principal/Supplier" shall mean the provider of accommodation, transport, and all other relevant services or products arranged by the Company, or any services ancillary thereto provided by the Principal or any other party.

1. Preamble

1.1 XL The Travel Professionals (PTY)LTD, Registration Number 2010/0071 ("The Travel Professionals").

1.2 XL The Travel Professionals is an intermediary as defined in the Consumer Protection Act 68 of 2008 and carries on business under the Code of Conduct as stipulated by the Association of Namibian Travel Agents ("ANTA") and provides clients with travel and/or other services on behalf of principals and/or other agents engaged in, or associated with the Travel Industry, including inter alia, cruise liners, tour operators, hotels, shipping companies, car hire and other providers of air, land, sea or any other travel arrangements, products or services (collectively referred to as 'the Suppliers'). XL The Travel Professionals will provide

the Client with the identity as well as terms and conditions of all Suppliers, if such terms and conditions are in the possession of the Travel Professionals , and it is the Client's responsibility to familiarise him/herself with such terms and conditions and to obtain further clarity regarding the terms and conditions imposed therein.

1.3 XL The Travel Professionals may refer to themselves as an "agent" from time-to-time but are not agents for any third party/ies.

1.4 These terms and conditions will govern all future dealings between the Parties and may be amended from time to time.

2. Authority

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered.

3. Destination selection

3.1 The Client acknowledges that he/she has selected the itinerary and destination(s) constituting the booking based on information gleaned information sources which have been compiled and are managed by the Suppliers. The Company does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such information sources. The Client acknowledges that any right of recourse in that regard will be against the Suppliers.

3.2 While it is possible to break away from the itinerary, it is understood that such breakaways will be for the Client's account.

4. Conduct

The Client agrees that he/she will at all times comply with the Company's or the Suppliers' requirements in regard to the Client's conduct and the Client will not in any way constitute a nuisance or a danger to any other passenger on the trip.

5. Special requests

Any special requests must be addressed to the Company in writing well before the departure date. Whilst the Company will use its best endeavours to accommodate such requests, it does not guarantee that it will be in a position to meet all demands.

6. The Company as an intermediary

6.1 The Company only acts as an intermediary between the Client and the Suppliers, and accordingly on receipt by the Company of any request for a booking(s) in a brochure or

tailored quote, the Company shall transmit any such booking to the Suppliers concerned and endeavour to secure timeously all reservations and arrangements.

6.2 All quotations or estimates provided by or bookings made with and/or all services rendered or vouchers, receipts or tickets issued by or on behalf of the Company are subject to these Standard Terms and Conditions as well as those of any Supplier.

6.3 The Suppliers may be acquitted from responsibility in that they act as agent themselves or have contracted out of liability, as may the ultimate Principals such as hotels, car hire and coach operators, and it is therefore recommended that appropriate insurance be taken out by all travellers.

6.4 the Company does not accept liability to the Traveller for any actions, errors or omissions of the Suppliers and/or their agents, which may be prejudicial to the Client or result in loss in any way or form whatsoever, including injury, illness, harm, trauma, death and/or loss of or damages of whatsoever nature or kind and the Client indemnifies the Company accordingly.

6.5 Any right of recourse the Client may have, will be solely against the Suppliers.

7. Limitation of liability

Neither the Company nor any related company or representative shall be liable for any injury, illness, harm, trauma, death to the Client or any other passenger and/or loss of or damage to his/her belongings whatsoever howsoever caused and the Client indemnifies the Company accordingly. The Company, its directors, employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever even though this may be as a result of negligence on the part of the Company's employee(s). In the event of any liability attaching to the Company, liability shall be limited to a maximum of R5000 (Five Thousand Rand) per Traveller.

8. Bookings

8.1 Wherever possible, the Company will endeavour to confirm the status of any booking in writing, but any failure to do so shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of the Company.

8.2 In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of the Company, expenses relating to these unscheduled extensions (hotel accommodation, etc.) will be for the Client's account.

8.3 Any bookings received, or amendments to bookings received within 7 (seven) working days prior to the departure date may be subject to a penalty fee, to cover communication and other expenses involved.

8.4 Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee. The Company reserves the right to

cancel any booking without prejudice, in the event of full payment or a deposit or part thereof not being received.

8.5 The price quoted to the Client is based on fares, hotel prices, land costs and other relevant costs at the date of the Company's quote. In the event of there being any increase in any of the foregoing costs prior to the issuing of the documents, such variation shall be for the Client's account and payable on request by the Company, as shall any increase in the price(s) quoted arising from the fluctuation in rates of exchange.

8.6 Documents will not be issued until such time that full payment is cleared by the Company's bankers. The onus will be on the Client to check that there have been no changes in the price prior to making full and final payment. Airfares are subject to the fare and fare rule conditions quoted by the cruise liners and cannot be guaranteed by the Company. Should the Client's be a group booking and the group number deviates from the number required for the booking, the Suppliers may reserve the right to re-cost the price and raise a surcharge. Should the Client or any party of the Client's group refuse to accept and pay such surcharge, it may result in the Suppliers cancelling the booking and retaining any payment made. The Company will be entitled to retain any service fees charged.

9. Schedule changes

The Company takes no responsibility in the event of a cruise liners or any other third party's, including any Supplier's default, cessation of service on a ticketed route or schedule change. Travel insurance that covers this default is highly recommended.

10. Payment

10.1 Prices are not guaranteed until tickets have been paid for in full and issued, and are subject to change at any time until then.

10.2 Final payment for any booking must be made upon confirmation of the booking, unless specific arrangements have been made and confirmed in writing by the Company. Final payment is based upon on the quoted and confirmed price, less any deposit paid, plus any additional charges that may have been incurred.

10.3 Aside from passport, visa and other peripheral service fees ("additional fees"), the Company reserves the right to claim late booking charges, communications, consultation, administration and amendment fees where applicable.

10.4 Tickets: As soon as the Company receives payment, it will begin ordering and issuing tickets. Depending on the itinerary, please allow two to four weeks from the time payment reaches us for tickets and/or e-ticket confirmations to be delivered. Tickets may be issued as paper tickets, e-tickets, or a mix of both.

10.5 Late Payment: If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a courier service, which will be for the Client's account. Alternatively, the Company may cancel the booking. Late payment may also result in cancellation of the reservation by the Third Party Service Providers.

10.6 Payment by credit card: When paying by credit card the Client will be required to complete the Company's credit card/booking authorisation form and comply with the authorisation criteria as laid down by the respective Credit Card Companies and/or the International Air Transport Association (IATA).

10.7 Interest at 5% above the current prime bank overdraft rate charged by the Company's bank will automatically be applied to all overdue amounts. Any invoice and/or statement received by the Client shall be immediately payable in full and no deduction or alteration may be made by the Client should all or any part of the services booked by the Company be unused for any reason.

XL The Travel Professionals banking details are as set out below:

If you are paying from a FNB account please use the FNB account.

PLEASE NOTE ALL BANK CHARGES INCLUDING CASH HANDLING FEES ARE FOR YOUR OWN ACCOUNT.

Account Name : The Travel Professionals

Bank : Bank Windhoek

Branch Details : Branch code 483 872 – Maerua Mall

Account Number : 8000018276

Bank : First National Bank of Namibia

Branch details : Branch code 282-273 – Maerua Mall

Account Number : 62120404710

10.8 Preferred forms of payment:

- All major credit cards, if accompanied by satisfactory identification and a signed credit card authorisation form.
- Direct deposit – cash only – no cheques (deposit slips must be faxed or e mailed to the Company) – NB * All cash handling fees are for your own account. The exact amount required must appear in our bank.
- Electronic funds transfer (proof of payment must to be faxed or e-mailed to the Company).
- The Company does not accept payments made by cheque.

10.9 Delivery: Documentation will only be issued once all funds have been cleared by the Company's bankers. Within 3-4 weeks of the funds clearing (or as advised by the Company's Travel Consultant), the tickets and documents will be delivered to the Client and/or made available for pickup by the Client.

11. Insurance

11.1 The Company strongly recommends that travel insurance be purchased for the duration of the Client's journey. Insurance can only be purchased prior to departure. The Company urges the Client to take out additional insurance cover over and above the phase one insurance offered free as standard for international travel by the various credit card

companies. The Client must check the specific details of the complimentary cover with his/her respective credit card company directly.

11.2 Insurance options should be discussed with the Client's travel consultant. Assistance to obtain travel insurance in terms of Section 22 of the Tourism Act, 72 of 1993, is available on request.

11.2 It shall not be obligatory upon the Company to effect insurance for the Client. The Company shall not be obliged to obtain separate cover for any risks so excluded. Nor shall the Company be under any obligation to affect a separate insurance for each customer, but may declare it on any open or general policy.

11.3 The Company will not be responsible if the Client fails to take adequate insurance cover. Queries must be addressed to the principal insurer, as the Company shall not in any way be held responsible for any and/or all information advanced by its staff in this regard.

11.4 Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only and the Company will not be under any responsibility or liability whatsoever in relation thereto, notwithstanding that the premium of the policy may not be at the same rate as that charged by the Company or paid to the Company by the Client.

12. Peripheral requirements

The Company will, on request, endeavour to assist the Client with Peripheral Requirements or Services. However, the Company cannot be held liable for ensuring that these Peripheral Requirements and Services are provided correctly or timeously or at all, nor ensure the accuracy of any information or any lack of information relating to such Peripheral Requirements and/or Services.

13. Travellers Details and Documents

13.1 Verification of Travellers' Names and Travel Details: It is important that the Client provide the Company with the travellers' full names as per the passenger/s travel documents(passport). Failure to do so could result in denied boarding or deportation due to name mismatch information. Please confirm that all of the travel arrangements, itinerary details and documents are correct. Once documents have been issued, name changes are not permitted to cruise liner's tickets and any change thereto will require that the ticket/s are submitted for a refund and a new ticket is issued. Any financial penalties imposed by the service provider(s) as a result of name changes will be payable by the Client.

13.2 Other documents: Other documents that may be required for the Client's journey are the Client's identity document, an international driver's license, inoculation certificates and hotel, car and tour vouchers. The Client is to please ensure that he/she checks all of these documents at the time of issue where applicable, prior to the Client's departure.

13.2 Passports, visas & health

13.2.1 The Client is responsible for obtaining any necessary visas and travel permits for all countries that the Client will be travelling to or transiting through, and for informing him/herself as to which countries/areas within countries require visas and/or special permits. Visa and entry requirements may vary depending on the Client's nationality, the length of stay, and the purpose of the visit, among other factors. Visa information and visas can be obtained by contacting the Consulate or Embassy of the countries involved or from a visa service company.

13.2.2 It is entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time and that the Client's passport will be valid for six months to one year after the Client's return to his/her home country and contains sufficient blank pages (for visa issuance) and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained.

13.2.3 The Client is to check the requirements with the Company and/or the Client's Travel Consultant before travelling. The Client acknowledges that any advice given by a Travel Consultant should not be interpreted as legal advice concerning visas, entry requirements, immigration, or residency.

13.2.4 The Company will endeavour to assist the Client but such assistance will be at the Company's discretion and the Client acknowledges that in doing so, the Company is not assuming any obligation or liability and the Client indemnifies the Company against any consequences of non-compliance.

13.2.5 It is specifically noted that the Company cannot be held responsible for: Denial of the Client's visa application for any reason; Delay of issuance of the Client's visa by the relevant consulate or High Commission; Loss of the Client's passport(s) by the consular offices and/or courier; Change in visa costs and requirements; Financial losses incurred as a result of a visa application being denied; Passport application delays; incorrect issuance of passport or visa.

14. Cancellation

14.1 Cancellation by the Client: In the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of the Client, the Company reserves the right to claim the services, administration, communication and cancellation charges which will vary depending on the debits the Company receives from its Suppliers. Failure to cancel will result in the total booking cost being payable. Although the Company's Travel Agent may apply for the refund on the Client's behalf the Company is not responsible should the application be denied for any reason.

14.2 Cancellation by the Company: The Company reserves the right to discontinue and summarily cancel any agreement in respect of which payment has fallen in arrears, and in the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand.

Additionally, the Company shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or frustrated by strike, lock-out, civil commotion, war, act of

God, force majeure, lack of materials, operation of law or regulations or order made by any statutory or other duly constituted authorities or any other cause beyond the control of the Company.

14.3 Non-Refundable Tickets: Certain tickets are completely non-refundable according to cruise liner's rules. Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, cruise liner's default or government travel warnings will not entitle the Client to any refund in the case of non-refundable tickets nor of waiving the cancellation penalties in the case that the tickets can be refunded.

14.4 Cancellation penalties on tickets: If tickets can be refunded, cancellation penalties can be up to 70% of the cost of the tickets are imposed by the cruise liners and can take as long as 6 (six) months to a year or longer to obtain from the cruise liners. Trip cancellation and interruption insurance is therefore highly recommended. For the best coverage, travel insurance should be purchased at the same time as the cruise liner's tickets.

15. Refunds Policy

15.1 The Company is unable to refund monies before receipt of funds from the relevant Suppliers.

15.2 Administration fee on refunds: All refunds are subject to a 10% administration fee payable to the Company, which is calculated on the value of the ticket submitted for refund or the amount of the refund claimed, whichever is the larger amount. This fee is over and above any cancellation fee which may be charged by the Suppliers to whom the refund is submitted. Refunds by the Suppliers will be subject to their terms and conditions which the Client is responsible for familiarising him/herself with.

15.3 The Company, as an intermediary, can only assist in processing and following up on the Client's refund.

15.4 In no way whatsoever does the Company or any of its employees guarantee a refund unless it is reduced to writing and provided by the Suppliers.

16. WARNING - Malaria and other tropical diseases

16.1 Certain parts covered by the Client's itinerary may be areas where there is a high-risk of malaria and other tropical diseases. The Company strongly recommends that the necessary precautions be taken in this regard and recommend that the Client check with his/her medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon the Client's arrival in Africa or any other tropical or sub-tropical destination. If the Client has not done so prior to departure, it is imperative the Client do so upon the Client's return.

17. Foreign exchange

This may be purchased up to 60 days prior to departure. The Client can place a foreign exchange order with his/her Travel Consultant. Foreign exchange regulation compliance is

the Client's exclusive duty. This will apply especially when the Client instructs the Company to make and pay for travel arrangements on the Internet.

18. Confidentiality

Subject to statutory constraints or compliance with an order of court, the Company undertakes to deal with all the Client's information of a personal nature on a strictly confidential basis. The Company will provide certain information to the Suppliers for the purpose of the Client's cruise, which the Client hereby consents to.

19. Departure Tax

Certain destinations may require a departure tax which is payable locally upon departure in cash. This tax is not included in the prices quoted.

20. Internet Bookings

If the Client requests or instructs the Company to do bookings via the Internet, the Client irrevocably authorises the Company to do the following on its behalf (1) make any selections of and for the proposed travel arrangements (2) make payments and (3) accept booking conditions.

21. Interpretation, law applicable and jurisdiction

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. This agreement is governed by South African & Namibian Law. The Parties hereby consent to the jurisdiction of the appropriate Magistrate's Court in regard to any action and/or proceedings based on/or arising from these Terms and Conditions. This document reflects the only and full agreement between you and the Company and there exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship. You acknowledge that you have not relied on any matter or thing stated on behalf of the Company or otherwise that is not included herein. No variation and/or extension thereof shall be valid unless agreed to both by the Parties in writing. In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by the Company, this document will always have preference. You will be liable for all legal fees of an attorney and own client scale in the event that the Company has to engage a lawyer to enforce or defend any of its rights or otherwise.

22. Responsibility/release and assumption of risk

"I understand and am aware that during the cruise in which I will participate under the arrangements of Cruises International and its agents, associates, affiliated companies, or subcontractors, certain risks and dangers may arise, including but not limited to the hazards of travelling in unsafe areas or under unsafe conditions, the hazards of travelling in politically unstable areas, the dangers of civil disturbance and war, the forces of nature, the negligent or reckless acts or omissions of, and/or the bankruptcy, insolvency or cessation of services by, the

Company's affiliated companies, cruise liners, other third parties or subcontractors. In consideration of, and as part of the payment for, the right to participate in such air itineraries, I have and do hereby expressly assume all of the above risks.

The terms of this agreement shall serve as a release and express assumption of risk for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me.

I have read and fully understand the provisions and the legal consequences of this Release and Assumption of Risk and I hereby agree to all its conditions, especially noting and agreeing to the portion of this provision that releases the Company and its agents, employees, officers, directors, associates, affiliated companies, and subcontractors, to the extent permitted by law, from liability for the negligent or reckless acts or omissions of the Company's affiliated companies, cruise liners and subcontractors."

I accept full responsibility for notifying and bringing all of the above contents to the attention of all other persons on whose behalf the booking has been made, and I accordingly indemnify the Company against any claims made by any or all other Travellers.

IMPORTANT INFORMATION:

You, the client:

1. Are responsible for familiarising yourself with the terms and conditions of the Suppliers / Principals.
2. Must obtain the necessary insurance cover from an approved and recognised travel insurer.
3. Must familiarise yourself with the inherent dangers of and mental and/or physical condition required for your proposed travel arrangements.
4. Cannot travel if you do not have all required travel documents, such as passport and visa.
5. Consent to XL The Travel Professionals providing certain information to the suppliers for the purpose of the client's cruise.
6. Consent to your carrier providing certain information on or permitting access to passenger data to Governments.
7. Bear the exclusive responsibility to advise the company if you have not received your tickets within 3-4 weeks after placing an order or at least two weeks prior to the your intended date of departure (unless special late delivery arrangements have been made).
8. Have read the warning in clause 16 relating to malaria.
9. Have taken note of the assumption of risk in clause 22.

Please note:

10. A visa does not guarantee entry to any given country at point of entry.
11. Any bookings cancelled after confirmation may be subject to a cancellation fee. These vary from supplier to supplier and should be verified at the time of booking.

12. In the event of any liability attaching to the Company, liability shall be limited to a maximum of N\$5000 (Five Thousand Namibian Dollar) per Traveller.

General website terms and conditions applicable to consumers:

- Rand/Namibian Dollar based pricing is subject to exchange rate fluctuations.
- Information is deemed correct at posting date but is subject to cruise line changes and availability and can change without prior notice.
- Fares are person, based on double occupancy and lowest lead-in fare unless indicated otherwise.
- Fares are quoted for Cruise Only and exclude compulsory charges and taxes, unless otherwise indicated.
- Offers might not be combinable with any other offer or loyalty programme benefits, are capacity controlled and may be withdrawn at any time without prior notice or remain in effect after the expiration date.
- Additional terms and conditions might be applicable to certain offers.

- Price beat offer is only applicable to new bookings and is not combinable with other promotions.
- Cancelling and re-booking are not permitted.
- XL The Travel Professionals will require an official, original quote to offer the best price.
- Quotes for comparison have to be on the same cruise line, ship, sailing date and itinerary and clearly state inclusions and exclusions.
- Quotes that are compared have to be generated within 24 hours of each other.
- Guaranteed best prices do not cover exchange rate fluctuations or cruise line rate changes.
- Not applicable to groups.
- Lowest fare offer is only applicable to new bookings and is not combinable with other promotions.
- Cancelling and re-booking are not permitted.
- XL The Travel Professionals will require an official, original quote to offer the best price.
- Quotes for comparison have to be on the same cruise line, ship, sailing date and itinerary and clearly state inclusions and exclusions.
- Quotes that are compared have to be generated within 24 hours of each other.
- Guaranteed best prices do not cover exchange rate fluctuations or cruise line rate changes.
- Not applicable to groups.
- XL The Travel Professionals will only price-match once
- Once XL The Travel Professionals has price-matched a quotation, the deposit has to be paid within 12 hours to secure the sailing at the price-matched price