



**BOOKING TERMS & CONDITIONS RELATED TO MOUNT CAMDEBOO PTY LTD:
RATES 11 JANUARY 2016 – 31 DECEMBER 2017**

The commission offered shall remain confidential between MC and “the Agent” and may not be transferred nor ceded by the Agent. This commission applies to Rack rates only and is guaranteed throughout the validity of this agreement. Should a rate other than Rack be issued by MC at any time, a separate commission may be offered.

COMPANIES’ OBLIGATIONS:

1. The Agent carries on business as a distributor of travel products and services and has at its disposal all the necessary know-how to arrange all types of travel from lodge and resort accommodation to air and ground transportation, including tour packages for clients.
2. MC wishes to appoint the Agent to provide and distribute travel products and services on its behalf on the trading terms contained in this Agreement, and the Agent is willing to accept such appointment.
3. MC reserves the right to introduce a best available rate (BAR) option. The contracted rates according to this Agreement are therefore subject to availability of rooms in this price category at time of reservation. Should the contracted rates not be available, the Agent will be offered an option of best available rate less a percentage commission.
4. By signature of this agreement the parties agree to be bound by the trading terms.
5. Unless otherwise notified by MC, the trading terms apply for the period 11 January 2016 until 31 December 2017.

The following trading terms are applicable to MC [including all lodges on MC].

1. Booking procedure in respect of MC

- 1.1 All reservations made shall be subject to the cancellation policy provided for in terms of clause 2 once the Agent has asked MC to confirm the booking.
- 1.2 The Agent shall be responsible for informing MC of the confirmation, amendment, reduction or cancellation of rooms in all reservations which have been made in writing. The onus of proof of delivery of this written information will be on the Agent.
- 1.3 Provisional bookings will be held as follows:

FIT

61 + days prior to arrival	14 days
60 - 31 days prior to arrival	7 days
30 days or less prior to arrival	48 hours

GROUPS (5 or more rooms)

91 + days prior to arrival	21 days
90 - 61 days prior to arrival	7 days
60 days or less prior to arrival	48 hours

Upon expiry of the period aforesaid the reservation will be released, unless MC is otherwise notified by the Agent.

- 1.4 In the event that MC receives a reservation request, requiring space being held by the Agent on the conditions above, MC reserves the right to request the Agent to either release the said space, or require a minimum of 25% deposit to be paid by the Agent to MC within 7 days to secure the space.

2. Cancellation policy

2.1 On cancellation of a confirmed reservation MC shall be entitled to the payment of the following cancellation fees, which payment shall be made by the Agent as follows:

2.2 **FIT**

In the event of any reservation being cancelled after MC has issued a confirmation, the following cancellation fees will be charged:

Cancellation 60 – 31 days prior to arrival	25% of total accommodation
Cancellation 30 – 16 days prior to arrival	50% of total accommodation
Cancellation 15 days or less prior to arrival	100% of total accommodation
All refunds are subject to a 15% administration fee	

2.3 **Groups (consisting of 5 rooms or more):**

Cancellation 90 – 61 days prior to arrival	25% of total accommodation
Cancellation 60 – 31 days prior to arrival	50% of total accommodation
Cancellation 30 days or less prior to arrival	100% of total accommodation
All refunds are subject to a 15% administration fee	

MC reserves the right to apply the following policy for any reduction in the number of rooms pertaining to a group booking (Groups being 5+ rooms):

Groups of 7 rooms or less	Maximum reduction of 1 room permitted without penalty up to 45 days prior to arrival
Groups of 8 rooms or more	Maximum reduction of 2 rooms permitted without penalty up to 45 days prior to travel

2.4 The Agent shall be solely responsible for the payment to MC of all amounts due in terms of **clauses 2.2 and 2.3**, which payment shall be made by the Agent within 15 (fifteen) days of the date of cancellation of the relevant booking.

2.5 Should an agent wish to transfer an existing booking to another agent, MC must be notified in writing.

3. Payment policy

3.1 All STO rates quoted by MC are nett and non-commissionable and payment of invoices must be made net of any financial transaction charges, unless otherwise stipulated by MC.

3.2 Subject to the provisions of clause 1.3, reservations held by MC where no deposit has been paid or guarantee has been given will be cancelled by MC on notice to the Agent.

3.3 Unless prior arrangements have been made with MC, the Agent will at all times be liable for final payment of bookings, which will be due as follows:

FIT Bookings:

Within 14 days of confirmation (refundable on terms of cancellation)	25% of total reservation value
60 days or less prior to arrival	100% of total reservation value

Group Bookings:

Within 14 days of confirmation (refundable on terms of cancellation)	25% of total reservation value
60 days prior to arrival	100% of total reservation value

3.4 The Agent shall be solely responsible for the payment to MC of all amounts due in terms of **bookings made in terms of clause 3.3, which payment shall be made** within 7 (seven) days of the date of confirmation of the relevant booking.

3.5 All confirmed reservations are subject to cancellation fees as per **clause 2**.

3.6 Banking details are as follow:

FNB Graaff-Reinet
Account no: 62128715812
Branch code: 210216
Current account
SWIFT Code: FIRZAJJ

Direct deposits: A copy of the deposit slip together with the relevant guest / group details and reservation number, must be emailed to MC to confirm payment and update records.

Failure to do so may result in the payment not being reflected on the relevant booking, and the space released due to non-payment of the booking.

4. Agent's responsibilities

4.1 The Agent shall:

- 4.1.1 provide to the guests all information regarding the travel packages and accommodation as is relevant in terms of this Agreement, including those rates and specials as MC may notify to the Agent in writing from time to time;
- 4.1.2 not, under any circumstances, promote (whether by advertising or otherwise) and/or sell, as the case may be, the travel packages and/or accommodation to the end consumer; at an amount that is less than the current Rack rate tariff stipulated as per MC rates, unless otherwise agreed and/or stipulated by MC;
- 4.1.3 obtain information from guests as to their required travel itineraries, whether or not they require specialized activities, the type of accommodation required by the guest, the duration of the guests' proposed stay at any of the MC lodges specified on that guest's itinerary, and similar information required by MC in order to confirm such reservation with MC;
- 4.1.4 adhere strictly to the provisions of the Trading Terms;

- 4.1.5 without delay, communicate all bookings and/or cancellations to MC in writing;
 - 4.1.6 not dispute or assist anyone else to dispute the validity of any trade mark, patent or design, or any copyright in any advertising material, belonging to MC and used in connection with the travel packages and/or accommodation during the period of this Agreement;
 - 4.1.7 promptly comply with any reasonable instruction given by MC;
 - 4.1.8 not appoint any sub-agent without MC's prior written consent;
 - 4.1.9 ensure that all guests take out comprehensive travel insurance covering them for personal effects, personal accident, medical and emergency travel expenses, cancellation and curtailment; and
 - 4.1.10 ensure that all guests have the necessary and correct visa requirements to cover all the countries and dates their guests will be visiting.
- 4.2 All reservations made by the Agent shall be made on the trading terms contained in this document and any relevant Annexures, as the case may be
- 4.3 The Agent is responsible for the collection of all monies due to MC from their client and for ensuring that all payments due to MC are received timeously in accordance with the provisions of the trading terms.

5. MC's responsibilities

- 5.1 MC shall:
- 5.1.1 have the sole responsibility of dealing with all quotations, reservations, confirmations, invoicing and credit control relating to the Accommodation and Travel Packages;
 - 5.1.2 promptly supply the Agent with information and marketing collateral that the Agent may from time to time reasonably require;
 - 5.1.3 ensure that all brochures, advertising material and other documents of whatever nature supplied to the Agent are accurate and fully comply with all applicable laws, regulations, rules and codes of practice including.

6. Termination

Upon the expiration or earlier termination of the trading terms for any reason whatsoever, the Agent shall –

- 6.1 immediately cease to act as MC's agent for the purposes of these terms, and discontinue the use of any advertising or other material which indicates or suggests that the Agent is the agent of MC; and
- 6.2 deliver to MC all documentation containing confidential information which is in the Agent's possession by virtue of its relationship with MC created in these terms.