

STANDARD TERMS & CONDITIONS

ALL CONSULTATIONS AND TRANSACTIONS (BOOKINGS) CONCLUDED ARE SUBJECT TO THESE STANDARD TERMS & CONDITIONS

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.

"Allenio Travel" shall mean **Allenio Travel (Pty) Ltd**, and/or anyone acting for or on behalf of Allenio Travel, 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 Allenio Travel for Allenio Travel'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 Allenio Travel'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 Allenio Travel. 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 Allenio Travel.

"the Services" shall mean any travel or other service facility, product or matter incidental thereto of whatsoever nature arranged or to be arranged by Allenio Travel (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 Allenio Travel or which Allenio Travel 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 Allenio Travel acts as intermediary.

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

1. Preamble

1.1 Allenio Airline (Pty) Ltd, **Registration Number 2013/041166/07** trading as Allenio Travel ("Allenio Travel").

1.2 Allenio Travel 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 South African Travel Agents ("ASATA")** 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, airlines, 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'). Allenio Travel 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 Allenio Travel, 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 Allenio Travel 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 Client requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read and accepted these Terms and 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 from information sources which have been compiled and are managed by the Suppliers. Allenio Travel 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. Date changes - Travellers or their agent can make most date changes directly with the airlines involved while they are travelling. Some dates may only be changed through the Allenio Travel. Availability of seats and date change fees are subject to the airlines' policies and fare rules.

Allenio Travel can advise about the policies regarding a specific itinerary on request. Allenio Travel is able to assist in making your date changes for an additional charge. Please enquire with Allenio Travel regarding these additional charges. These charges will be in addition to the date change fees charged by the carrier. Some airlines may not allow date changes. In order to change the travel dates of such tickets, the ticket must be submitted for a refund and a new ticket purchased

5. Routing changes - Once tickets have been issued, routing changes (including adding, removing, or changing stopovers or connections) may not be permitted by all airlines. If a routing change is needed, the ticket may need to be submitted to us for a refund and a new ticket purchased for the new

PLEASE INITIAL HERE THAT -

- i. you have read and understood the above information;
- ii. the above information was brought to your attention in the manner prescribed by law; and
- iii. you agree to the terms and conditions as listed in the above paragraphs.

X _____

STANDARD TERMS & CONDITIONS

ALL CONSULTATIONS AND TRANSACTIONS (BOOKINGS) CONCLUDED ARE SUBJECT TO THESE STANDARD TERMS & CONDITIONS

travel routing. (Please see the section on Cancellations, below).

6. Conduct - The Client agrees that he/she will at all times comply with Allenio Travel'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 booking.

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

8. Allenio Travel as an intermediary

8.1 Allenio Travel only acts as an intermediary between the Client and the Suppliers, and accordingly on receipt by Allenio Travel of any request for a booking(s) in a brochure or tailored quote, Allenio Travel shall transmit any such booking to the Suppliers concerned and endeavour to secure timeously all reservations and arrangements.

8.2 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 Allenio Travel are subject to these Standard Terms and Conditions as well as those of any Supplier.

8.3 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.

8.4 Allenio Travel 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 Allenio Travel accordingly.

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

9. Limitation of liability - Neither Allenio Travel 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 howsoever caused and the Client hereby indemnifies Allenio Travel accordingly. Allenio Travel, 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 Allenio Travel's employee(s). In the event of any liability attaching to Allenio Travel, liability shall be limited to a maximum of R5 000 (Five Thousand Rand) per Traveller.

10. Bookings

10.1 Wherever possible, Allenio Travel 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 Allenio Travel.

10.2 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 Allenio Travel, expenses relating to these unscheduled extensions (hotel accommodation, etc.) will be for the Client's account.

10.3 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.

10.4 Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee. Allenio Travel reserves the right to cancel any booking without prejudice, in the event of full payment or a deposit or part thereof not being received.

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

10.6 Documents will not be issued until such time that full payment is cleared by Allenio Travel'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 airlines and cannot be guaranteed by Allenio Travel. 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. Allenio Travel will be entitled to retain any service fees charged.

11. Reconfirming flights/tickets (very important!)

- Allenio Travel takes no responsibility for reconfirming flights or for advising the traveller of airline schedule changes once the tickets have been issued. Standard airline rules in effect in most countries require that international flights must be reconfirmed directly with the airlines concerned **at least 72 hours prior** to departure of each flight or the airline(s) may cancel your reservations. The traveller should plan on contacting each airline concerned by phone or at a city ticketing office at least three days before the flight to reconfirm and check for any schedule changes. We recommend that travellers reconfirm each flight, even if the airline says that it is not required.

12. Airline default/involuntary schedule changes

- Allenio Travel takes no responsibility in the event of an airline's default, cessation of service on a ticketed route or schedule change. Travel insurance that covers airline default is highly recommended.

13. Schedule changes

- Allenio Travel takes no responsibility in the event of airlines or any other third parties, including any Supplier's default, cessation of service on a ticketed route or schedule change. Travel insurance that covers this default is highly recommended.

14. Payment

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

14.2 Final payment for any booking must be made upon confirmation of the booking, unless specific arrangements have been made and confirmed in writing by Allenio Travel. Final payment is based upon the quoted and

PLEASE INITIAL HERE THAT -

- i. you have read and understood the above information;
- ii. the above information was brought to your attention in the manner prescribed by law; and
- iii. you agree to the terms and conditions as listed in the above paragraphs.

X _____

STANDARD TERMS & CONDITIONS

ALL CONSULTATIONS AND TRANSACTIONS (BOOKINGS) CONCLUDED ARE SUBJECT TO THESE STANDARD TERMS & CONDITIONS

confirmed price, less any deposit paid, plus any additional charges that may have been incurred.

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

14.4 Where a refund has been requested payment in full must be made and a credit will be provided in the event that a refund is approved.

14.5 Tickets: As soon as Allenio Travel 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.

14.6 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, Allenio Travel may cancel the booking. Late payment may also result in cancellation of the reservation by the Third Party Service Providers.

14.7 Payment by credit card: When paying by credit card the Client will be required to complete Allenio Travel'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)**.

14.8 Interest at 5% above the current prime bank overdraft rate charged by Allenio Travel'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 Allenio Travel be unused for any reason. Allenio Travel's banking details are as set out below:
Account Holder: Allenio Airline (Pty) Ltd
Bank: NEDBANK Account Number: 1198422343 Branch Code: 198765

14.9 Preferred forms of payment: • All major South African debit and/or South African credit cards, if accompanied by satisfactory

identification and a signed credit card authorisation form. • Direct deposit – cash only (deposit slips must be faxed or e-mailed to Allenio Travel) • Electronic funds transfer (proof of payment must be faxed or emailed to Allenio Travel). • Allenio Travel does not accept payments made by cheque.

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

15. Insurance

15.1 Allenio Travel strongly recommends that travel insurance be purchased for the duration of the Client's journey. Insurance can only be purchased prior to departure. Allenio Travel 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.

15.2 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.

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

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

15.5 Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only and Allenio Travel 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 Allenio Travel or paid to Allenio Travel by the Client.

16. Peripheral requirements - Allenio Travel will, on request, endeavour to assist the Client with Peripheral Requirements or Services. However, Allenio Travel 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.

17. Travellers Details and Documents

17.1 Verification of Travellers' Names and Travel Details: It is important that the Client provide Allenio Travel with the travellers' full names as per the passenger/s travel documents (South African ID or 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 airlines 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.

17.2 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.

17.3 Passports, Visas & Health

17.3.1 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.
PLEASE NOTE THAT A VISA DOES NOT

PLEASE INITIAL HERE THAT -

- i. you have read and understood the above information;
- ii. the above information was brought to your attention in the manner prescribed by law; and
- iii. you agree to the terms and conditions as listed in the above paragraphs.

X _____

STANDARD TERMS & CONDITIONS

ALL CONSULTATIONS AND TRANSACTIONS (BOOKINGS) CONCLUDED ARE SUBJECT TO THESE STANDARD TERMS & CONDITIONS

GUARANTEE ENTRY TO ANY GIVEN COUNTRY AT POINT OF ENTRY.

17.3.2 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.

New Immigration Amendment Act

The new regulations require that all parents arriving, transiting and departing from South Africa are to produce an unabridged birth certificate for their children under the age of 18. Families not in possession of these documents will be refused to travel. In the case where only one parent is travelling with the children, consent in the form of an affidavit from the other parent registered is required. Alternatively, either a court order granting full parental responsibilities and rights or a death certificate of the other parent must be produced.

17.3.3 The Client is to check the requirements with Allenio Travel 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.

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

17.3.5 It is specifically noted that Allenio Travel 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.

18. Cancellation

18.1 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, Allenio Travel reserves the right to claim the services, administration, communication and cancellation charges which will vary depending on the debits Allenio Travel receives from its Suppliers. Failure to cancel will result in the total booking cost being payable. Although Allenio Travel may apply for the refund on the Client's behalf Allenio Travel is not responsible should the application be denied for any reason.

18.2 Cancellation by Allenio Travel: Allenio Travel 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, Allenio Travel 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 Allenio Travel.

18.3 Non-Refundable Tickets: Certain tickets are completely non-refundable according to airliner's rules and various other third party's terms and conditions. Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, air 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.

18.4 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 air liners and can take as long as 6 (six) months to a year or longer to obtain from the air 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 air liner's tickets.

19. Refunds Policy

19.1 Allenio Travel is unable to refund monies before receipt of funds from the relevant Suppliers.

19.2 Administration fee on refunds: All refunds are subject to an administration fee payable to Allenio Travel, 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.

19.3 Allenio Travel, as an intermediary, can only assist in processing and following up on the Client's refund.

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

20. WARNING - Malaria and other tropical diseases

20.1 Certain parts covered by the Client's itinerary may be areas where there is a high-risk of malaria and other tropical diseases. Allenio Travel 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.

21. Foreign exchange - This may be purchased up to 60 days prior to departure. Foreign exchange regulation compliance is the Client's exclusive duty. This will apply especially when the Client instructs Allenio Travel to make and pay for travel arrangements on the Internet.

22. Confidentiality Subject to statutory constraints or compliance with an order of court, Allenio Travel undertakes to deal with all the Client's information of a personal nature on a strictly confidential basis. Allenio Travel will provide certain information to the Suppliers for the purpose of the Client's travel, which the Client hereby consents to in terms of the Protection of Personal Information Act.

PLEASE INITIAL HERE THAT -

- i. you have read and understood the above information;
- ii. the above information was brought to your attention in the manner prescribed by law; and
- iii. you agree to the terms and conditions as listed in the above paragraphs.

X _____

STANDARD TERMS & CONDITIONS

ALL CONSULTATIONS AND TRANSACTIONS (BOOKINGS) CONCLUDED ARE SUBJECT TO THESE STANDARD TERMS & CONDITIONS

23. 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.

24. Internet Bookings - If the Client requests or instructs Allenio Travel to do bookings via the Internet, the Client irrevocably authorises Allenio Travel 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.

25. 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 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 Allenio Travel 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 Allenio Travel 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 Allenio Travel, 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 Allenio Travel has to engage a lawyer to enforce or defend any of its rights or otherwise.

26. Notice of liability limitations

26.1 The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions govern and may limit the liability of air carriers for death or bodily injury, for loss of or damage to baggage, and for the delay.

26.2 Where the Montreal Convention applies, the limits of liability are as follows:

26.2.1 There are no financial limits in respect of death or bodily injury. In respect of

destruction, loss of, or damage or delay to baggage, 1000 Special Drawing Rights (approximately EUR1,200; US \$1,470) per passenger in most cases. For damage occasioned by delay to your journey, 4,150 Special Drawing Rights (approximately EUR 5,000; US \$6,000) per passenger in most cases.

26.3 EC Regulation No. 889/2002 requires European Community carriers to apply the provision of the Montreal Convention limits to all carriage by them of passengers and their baggage by air. Many non-European Community carriers have selected to do so in respect of the carriage of passengers and their baggage.

26.4 Where the Warsaw Convention system applies, the following limits of liability may apply.

26.4.1 16,600 Special Drawing Rights (approximately EUR 20,000; US \$20,000) in respect of death or bodily injury if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights (approximately EUR10,000; US \$10,000) if only the Warsaw Convention applies. Many carriers have voluntarily waived these limits in their entirety, and US regulations require that, for journeys to, from or with an agreed stopping place in the US, the limit may not be less than US \$75,000.

26.4.2 Special Drawing Rights (approximately EUR 20; US \$20) per kg for loss of or damage or delay to checked baggage, and special 332 Special Drawing Rights (approximately EUR 400; US \$400) for unchecked baggage. The carrier may also be liable for damage occasioned by delay.

26.4.3 Further information may be obtained from the carrier as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability.

26.5 Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.

26.6 Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. Baggage claims: Written notice to the carrier must be made within 7 days from

the date on which it was placed at the disposal of the passenger.

26.7 Notice of contract terms incorporated by reference

1. Your contract of carriage with the carrier that provides you with carriage by air, whether international, domestic or a domestic portion of an international journey is subject to this notice; to any notice or receipt of the carrier; and to the carrier's individual terms and conditions (Conditions), related rules, regulations and policies (Regulations) and any applicable tariffs.

2. If your carriage is by more than one carrier, different Conditions, Regulations and any applicable tariffs may apply for each carrier.

a. The Conditions, Regulations and any applicable tariffs of each carrier are, by this notice, incorporated by reference into and made part of your contract of carriage.

b. The Conditions may include, but are not restricted to:

i. Conditions and limits on the carrier's liability for the bodily injury or death of passengers.

ii. Conditions and limits on the carrier's liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods.

iii. Applicable of the carrier's Conditions and limits of liability to the acts of the carrier's agent, servants and representatives, including any person providing either equipment or services to the carrier.

iv. Claims restrictions, including time limits by which

PLEASE INITIAL HERE THAT -

- i. you have read and understood the above information;
- ii. the above information was brought to your attention in the manner prescribed by law; and
- iii. you agree to the terms and conditions as listed in the above paragraphs.

X_____

STANDARD TERMS & CONDITIONS

ALL CONSULTATIONS AND TRANSACTIONS (BOOKINGS) CONCLUDED ARE SUBJECT TO THESE STANDARD TERMS & CONDITIONS

- passengers must file claims or bring actions against the carrier.
- c. Rules about reconfirmations or reservations; check-in times; the use, duration and validity of air transportation services; and the carrier's right to refuse carriage.
 - d. Rights of the carrier and limits on the carrier's liability for delay or failure to perform a service, including schedule changes, the substitution of alternative carriers or aircraft and re-routing, and, when required by applicable law, the obligation of the carrier to notify passengers of the identity of operating carrier or substituted aircraft.
 - e. Rights of the carrier to refuse carriage to passengers who fail to comply with applicable laws or who fail to present all necessary travel documents
3. You can obtain more information about your contract of carriage, and find out how to request a copy, at a place where transportation on the carrier is sold. Many carriers also have this information on their websites. When required by applicable law, you have the right to inspect the full text of your contract carriage at the carrier's airport and sales offices, and upon request, to receive a copy by mail or another delivery service from each carrier free of charge.
 4. If a carrier sells air transportation services or checks baggage specifying carriage on another carrier, it does so only as agent for the other carrier.

27. General terms and conditions for on-line bookings- Insofar as they are applicable, the annexed online terms and conditions shall be supplemental to the other terms and conditions contained in this document.

28. Protection of Personal Information

28.1 PERMISSION TO USE YOUR PERSONAL INFORMATION

28.1.1 By agreeing to these Terms and Conditions the Client hereby voluntarily authorises Allenio Travel to process the Clients personal information (including name,

credit card & banking details, physical address, telephone numbers & any other information provided to Allenio Travel). Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information. This consent is effective immediately and will endure until the relationship between the Client and Allenio Travel has been terminated.

28.1.2 By agreeing to the terms of this Agreement the Client expressly consents to the processing of its information for marketing purposes and knows and understands that by agreeing to same that it may receive marketing materials in the form of a SMS, emails and the like from Allenio Travel.

28.2 PROTECTING YOUR SPECIAL PERSONAL INFORMATION

28.2.1 By agreeing to the terms of this Agreement the Client expressly consents to the processing of special personal information as defined in the Protection of Personal Information Act, 4 of 2013, by Allenio Travel.

28.3 YOUR RIGHTS IN TERMS OF THIS CONSENT

28.3.1 It shall remain the Clients obligation to update their personal information and special personal information as defined in the Protection of Personal Information Act, 4 of 2013.

28.4 TRANS-BORDER FLOW OF INFORMATION

28.4.1 The Client hereby expressly consents to the processing of its personal information by way of the trans-border flow of information. This will occur where personal information has to be sent to service providers outside of the Republic of South Africa for storage or further processing processes on the Client's behalf.

29. Responsibility/release and assumption of risk I understand and am aware that during the booking in which I will participate under the arrangements of Allenio Travel 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, Allenio Travel's affiliated companies, airlines, 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 Allenio Travel 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 Allenio Travel's affiliated companies, air 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 Allenio Travel against any claims made by any or all other Travellers.

PLEASE INITIAL HERE THAT -

- i. you have read and understood the above information;
- ii. the above information was brought to your attention in the manner prescribed by law; and
- iii. you agree to the terms and conditions as listed in the above paragraphs.

X _____



STANDARD TERMS & CONDITIONS

ALL CONSULTATIONS AND TRANSACTIONS (BOOKINGS) CONCLUDED ARE SUBJECT TO THESE STANDARD TERMS & CONDITIONS

I further confirm that:

1. I/we are satisfied with the travel arrangements made and my/our decision/s is not based on the advice given by Allenio Travel; and
2. I/we are 18 years of age or older and authorised to sign these terms and conditions on behalf of all of the travellers.
3. By accepting this confirmation and offering payment it will be deemed that i, the client, have read, understood and accepted these terms and conditions and have brought them to the attention of all other travellers on whose behalf the booking has been made.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____.

CONSUMER/CLIENT

AS WITNESSES: 1. _____ 2. _____

IMPORTANT INFORMATION: - 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 Allenio Travel providing certain information to the suppliers for the purpose of the client's travel.
6. Consent to your carrier providing certain information on or permitting access to passenger data to Governments.
7. Bear the exclusive responsibility to advise Allenio Travel 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 20 relating to malaria.
9. Have taken note of the assumption of risk in clause 28.

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 Allenio Travel, liability shall be limited to a maximum of R5000 (Five Thousand Rand) per Traveller.

PLEASE INITIAL HERE TO ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE IMPORTANT POINTS:

Client Signature: _____

Allenio Travel Consultant Signature: _____ Name: _____

PLEASE INITIAL HERE THAT -

- i. you have read and understood the above information;
- ii. the above information was brought to your attention in the manner prescribed by law; and
- iii. you agree to the terms and conditions as listed in the above paragraphs.

X _____