

## Booking Conditions

### 1. Conclusion of Travel Contract

The travel booking is binding at the time of entering into an agreement with the operator, in accordance with the rules of the booking.

The applicant also stands for all other persons that are mentioned in the booking/application. The travel contract is established when the written travel confirmation of the applicant is submitted.

### 2. Special Features with PEP-travels

2.1 To have access to our travel-portal under [www.pepXpress.co.za](http://www.pepXpress.co.za) an authorization is needed which is to be provided during the registration process. This is a basic written confirmation of an existing work-relationship within the tourism industry. As authorization we accept, amongst others, a valid travel industry card as well as valid consolidate- or travel-agent ID cards. A letter from the employer written on business-letterhead with current date and signature of the managing superiors is required, which states the position of the applicant as well as his/her commencement of employment in a full-time position within the company. Furthermore the field of expertise of the enterprise needs to be mentioned. Self-employed persons and managing directors who don't have superiors above them need to send in a copy of the business registration, which needs to clearly indicate that the main concern of the business is tourism related, as well as clearly state the name of the relevant persons. All documents will be accepted in German or in English.

2.2 The booked services are based on special rates which are provided exclusively for the travel industry by the service provider. Hence you are liable to provide authorization on the service provider's request. These include DRV-Identification, employee ID card, business-card in conjunction with personal ID or an equivalent

confirmation by your employer. Should you not be able to get an authorisation accordingly, an additional fee or service exclusion will ensue. A refund for any previously paid for services is not possible in this case.

pepXpress shall not be liable in case of failed access based on wrong e-mail address-information given or any other reason given by the user / traveler. Users / travelers are therefore liable to let pepXpress know of any changes in e-mail address or phone number immediately.

2.3 Any intentionally unauthorized claims of our Pep-offers is a criminal offence according to § 263 StGB and can hence be taken further accordingly. This penalty also affects employers who pass offers without authorization on to any 3<sup>rd</sup> parties (friends, clients, etc).

2.4 In the case of inadequate authorization, pepXpress and its service providers reserve the right to cancel any already booked services even after confirmation of these have already been given. Should this occur, any related charges incurred will be non-refundable.

2.5 The special rates for the Travel industry may not be disclosed to any 3<sup>rd</sup> parties. A violation of this obligation can lead to additional charges, exclusion of services as well as an exclusion of use of pepXpress. This is also in the case of wrong details given at registration. pepXpress reserves the right to random checks of details of registered users.

2.6 The applicant as travel-industry-worker is liable to view the booked hotel as well as to be available for a meeting with the hotel management.

### 3. Payment

3.1 After receipt of the travel confirmation and hence with contract conclusion, a deposit of 20 % of the travel rate is to be paid, which will ensure delivery of the license according to § 651 k paragraph 3 BGB

3.2 The rest of the payment is due via transfer or credit card payment no later than 21 days before travel commences.

3.3 For bookings where travel confirmations from 30 days prior to travel commencement date, the whole amount is due immediately after travel confirmation is received.

3.4 Depending on time-frame before travel commencement date, payment can be made via transfer, SWIFT transfer (necessary for on-line banking) or credit card (, Visa or Mastercard). Payment via SWIFT transfer or credit card accrue a fee. This also applies for all further changes of payment on SWIFT transfer or credit card.

3.5. For payments from foreign countries all accumulating charges are to be carried by the customer.

3.6. Any rejected payments or bank-charges accrued by booking-changes which are not made by ourselves will be charged to the signing party at a fee of R150,- per item.

3.7 If clients fail to pay on time, pepXpress reserves the right to cancel the travel contract after sending a final payment demand. pepXpress also reserves the right to demand adequate compensation for all relevant expenses accrued before cancellation occurred, independent of the actual travel price itself. This claim goes across the board as in the case of number 6 of these clauses.

#### 4. Travel documents

The sending of travel documents follows generally electronically after the full travel price has been submitted. In case of the travel documents not having been received by the applicant, the applicant needs to contact pepXpress immediately.

#### 5. Changes

5.1 The applicant shall be informed immediately by pepXpress in the event of any changes in services. With a declaration deadline of 3 days, a change of booking free of charge or a cancellation free of charge will be offered to the applicant, as long as these changes are not marginal in character. The right of the traveler to cancel free of charge in the event of a considerable or unreasonable change is unaffected by this.

5.2 In the event that any rise in transport costs occur after the travel contract has been confirmed, especially in the case of a rise in petrol-costs, pepXpress has the right to increase the travel price as per following calculations:

a) a rise in transport costs coming from the service-provider's side regarding seating, the travel-agent can demand the extra costs from the traveler.

b) In other cases the extra costs demanded by the transport-company shall be divided by the number of seats of the agreed upon transport-vehicle. This amount for the single seat can then be demanded from the traveler by the travel-agent.

c) In the case of changes (after conclusion to the travel contract) to the existing levies such as for example the harbor-, visa-, or airport costs, the travel price can be adjusted accordingly to cover these additional costs.

d) In the case of changes in the exchange-rates, after conclusion of the travel-contract, the travel price

can be adjusted to cover the costs incurred by the travel-agent.

e) pepXpress shall consider a reduction in costs to the client in accordance with the presented calculation principle.

5.3 When parts of services need to be cancelled due to pressing and unforeseen circumstances, refunds can be obtained as long as each service provider offers a relevant refund-voucher and a written consent is laid down at the hotel-management / agency.

#### 6. Cancellations / changes by the traveler

6.1 The traveler can cancel his/her booked trip, or alternatively make changes to the trip at any time before the commencement date of the trip. The traveler will be advised to cancel or change the trip in writing. In cases of a cancellation, the date of the cancellation-declaration at pepXpress is only possible from Mondays until Fridays (holidays excluded).

The business establishment loses its right to the travel price in case of a cancellation. pepXpress can demand an adequate compensation, which can be upraised as follows:

- At the day of booking, when there are at least 7 days in between booking and date of departure: free of charge
- Up to 30 days prior to departure: 25%. Minimum R300 per person
- 29 until 15 days prior to departure: 40%
- 14 until 9 days prior to departure: 50%
- 8 until 1 day prior to departure: 75%
- On day of departure or No Show: 100%

Costs for any visa-requirements or travel insurance as well as any handling-fees and costs for flight-tickets that have already been issued, are always to be carried 100%. The mentioned clauses regarding cancellation fees are relevant for all journeys/ trip offers, unless otherwise specified. The client has the right to the proof that shows the business has had no loss, or merely a lower damage than is written in the flat-rate.

6.2 Further changes in bookings: If travelers wish to make any changes in relation to the departure-date, type of catering/board, room-categories, type of transportation, additional travelers as well as departure-date changes 30 days prior to departure, pepXpress has the right to charge a handling-fee of R300,- per re-booking. In the case of such re-bookings causing a higher rate for fellow travelers the rate-difference must be paid by the traveler.

Booking-changes that occur after the deadline of 30 days prior to date of departure can only be re-booked by first cancelling the existing booking, followed by entering a new booking. In principal it is only possible to make changes regarding the travel-destination by canceling the travel-contract (see 6.1) and immediately making a new booking. The travel applicant is responsible to make sure that any re-booked changes correspond with all other already booked trip services booked by him.

6.3 For journeys that are connected to the buying of entry-tickets (for example musicals) following cancellation-fees apply: up to 22 days prior to departure 45%, from 21 days onwards until 1 day prior to departure 80%. At the day of departure or No Show 100% of the travel costs. Name-changes and other booking-changes for these journeys/trips are only possible through first cancelling and making a new booking.

6.4 The applicant can choose substitutes for fellow travelers. Because the programs are special journeys/trips for agents in the tourism-branch, the applicant has to be part of that group. It is not possible for the applicant to choose substitutes from non-tourism occupations. A name change in the case of a ticket being issued is charged at R300 plus any additional charges levied by the supplier,-.

6.5 In the case that booked services get cancelled on site locally, if early departure or other attributable reasons make it necessary to cancel, the traveler cannot demand a refund. pepXpress will however pass on any refunds to the clients, if the service providers give back in case of saved costs. The handling-fee in such a case will be charged with R500

#### **7. Cancellation / Re-booking by the travel-operator**

The operator can cancel any journeys up to 28 days prior to departure in cases where the minimum number of travelers has not been reached. This is provided it has been mentioned in the trip write-up as well as in the trip-confirmation that a minimum number of travelers is required for the journey to commence. Any trip prices already paid will be refunded immediately.

#### **8. Contract cancellation due to exceptional circumstances**

In cases of 'acts of God' the statutory regulation of § 651 j BGB comes into effect.

#### **9. Passport, visa and health and entry-requirements**

It is the traveler's responsibility to obtain any necessary visa and vaccinations according to the relevant entry-and health-requirements. Furthermore, travelers need to make sure that all details given at the time of booking correspond to the traveler's details in the passport / identification documents.

#### **10. Liability**

The liability of the operator for damage to property that was not intended or due to gross negligence is limited to three times the travel-rate. The highest rate of liability applies per client and journey. Any claims above and beyond regarding luggage stay unaffected by this limit, as is stipulated by the Montreal Convention.

#### **11. Defects and Duty to cooperate**

It is the traveler's responsibility to report any defects to the tour-guide, local agency or the tour-operator, in order to give the chance to correct things. Is this omitted purposefully, a refund of the travel-price can not be given. The right to a cancellation due to unreasonable conditions stays unaffected by this.

Claims comprising of breach of contract of the journey are to be reported to the travel-operator within 1 month, in accordance with the statutory regulation of § 651 g BGB. After this 1 month deadline, claims can only be lodged if the traveler was not responsible for the delay.

Damage to luggage, lost luggage or delay in delivery of luggage in connection with flights are to be reported within 7 days for luggage damage, and within 21 days for loss of luggage. Strict rules apply for travel-operators to report damage and loss to the relevant airlines, and hence they cannot demand cancellation refunds if the deadlines are not observed.

The claims lapse in one year, so far as they don't affect injury to body or life or health, in accordance with §§ 651 c through to f BGB

#### **12. Other provisions and agreements**

12.1 The registration with pepXpress and the usage of our travel offers requires the electronic saving of your details. These details are exclusively used for purposes of pepXpress and will not be given to any 3<sup>rd</sup> parties. With the usage of the system you have agreed to this.

12.2 Evident print-and calculation mistakes gives pepXpress the right to correct or to contest the closed contract.

12.3 Jurisdiction for claims against pepXpress is at Koblenz.

12.4 Any ineffectiveness of single provisions does not affect the whole of the contract.

12.5 The usage of German and South African law is agreed upon.