BAYA AFRICA TERMS AND CONDITIONS

(Note: Whilst BAYA AFRICA *has used its best endeavours to standardise these Trading Terms, there may be instances where, with specific reference to third party supplier Bookings, it may be necessary to vary the payment and / or other terms, in which event the Guest will be notified at the time the Booking is made).*

1 GENERAL

1.1 Itineraries relating to a Trip may be subject to change at any time (even after issue) due to unforeseen circumstances beyond the control of BAYA AFRICA. This includes Travel, Accommodation and Activities. Every effort will be made to operate itineraries as planned.

1.2. BAYA AFRICA reserves the right to make alterations to and / or withdraw a Trip or any part of it as is deemed necessary, and to pass on any expenditures or losses caused by delays or events beyond our control. In case of any variation in pricing due to these circumstances, BAYA AFRICA reserves the right to make adjustments to the itinerary or the Trip costs as necessary.

1.3. BAYA AFRICA reserves the right to, in its sole and unfettered discretion, cancel a Booking if such cancellation is deemed to be necessary and in the interest of BAYA AFRICA, which cancellation shall be made against a full refund of all and any monies paid in respect of such Booking.

1.4. The Guest shall note his / her obligation to, prior to travel, procure travel insurance sufficient to meet all medical expenses and related costs that may be incurred should a Guest require medical assistance whilst travelling with BAYA AFRICA. Whilst serious incidents are rare, emergencies can be expensive and good medical insurance cover is mandatory.

1.5. By virtue of the fact that BAYA AFRICA subcontracts all air travel services to independent airline carriers and / or air service operators, BAYA AFRICA cannot accept any responsibility in respect of any delay or cancellation of any flight and / or any inaccuracies of flight schedules which may occur. All flights, where required, would need to be paid in full and shall be subject to such cancellation and refund terms as may be determined from time to time by the relevant airline carrier and / or air service operator.

1.6. BAYA AFRICA reserves the right to take photographs during the operation of any Trip and use them for promotional purposes. By booking a Trip with BAYA AFRICA it will be deemed that Guests have consented to the use by BAYA AFRICA of any photographic image taken of them whilst on the Trip. Guests who prefer their images not be used should identify themselves prior to final payment to be exempted from the photography waiver clause.

2 PRICING

2.1. The price of the Trip shall include BAYA AFRICA's fee for planning and arranging itineraries, handling and operational charges quoted on the current rate of exchange and tariffs and VAT at the relevant rate where applicable.

2.2. The Guest acknowledges that BAYA AFRICA will be entitled to revise and adjust the price of the Trip in the event that factors such as (without limitation) fluctuations in foreign currency exchange rates, changes in tariff rates and applicable taxes impact the price.

3. BOOKING PROCESS

3.1. The Guest is responsible for informing BAYA AFRICA of any Bookings, Confirmations, Booking Amendments, Reductions or Cancellations of rooms or services in writing by e-mail to enable BAYA

AFRICA to make the required itinerary arrangements. The onus of proof of delivery will rest on the Guest.

3.2. Provisional booking periods are determined by third party suppliers. BAYA AFRICA reserves the right to release reservations.

3.3. BAYA AFRICA will, at the request of the Guest in writing, attempt to extend provisional bookings. Any extension of any provisional period will, however, at all times remain the sole and unfettered discretion of third-party suppliers.

3.4. Amendment, Reduction, Refund and Cancellation Policy:

3.4.1. An amendment will refer to (without limitations) a change in travel / arrival date and / or an increase or reduction in number of rooms or services required, after confirmation;

3.4.2. All amendments made will be subject to the cancellation policy;

3.4.3. Reservations held by BAYA AFRICA where no deposit has been paid by the Guest or where no guarantee has been given will be cancelled by BAYA AFRICA on notice to the Guest;

3.4.4. All amendments, reductions, refunds and cancellation for Independent Travellers will be determined in the sole and unfettered discretions of the suppliers utilised in any itinerary.

3.4.5. Refunds will not be made for any missed services in respect of the Trip;

3.4.6. On cancellation of a confirmed Independent Traveller/s reservation BAYA AFRICA will be entitled to:

- Between Confirmation and 61 days prior to arrival: 50% of Total Booking (i.e. Deposit)
- Between 60 days and arrival: 100% of Total Booking value
- Cancellation during travel or stay: 100% of Total Booking value

3.4.7. On cancellation of a confirmed Group reservation BAYA AFRICA will be entitled to:

- More than 1 year prior to arrival: 30% of Total Booking value
- Between 1 year and 150 days prior to arrival: 50% of Total Booking value
- Less than 90 days prior to arrival: 100% of Total Booking value
- Cancellation during travel or stay: 100% of Total Booking value

3.4.8. All amendments, reductions, refunds and cancellation policies for groups will be determined at the sole and unfettered discretions of the suppliers utilised in any itinerary

3.4.9. Please refer to the payment policy relating to Independent Travellers (refer to clause 4.2) and Groups (refer to clause 4.3).

4. PAYMENT POLICY

4.1 GENERAL

4.1.1. Unless prior arrangements have been made with BAYA AFRICA the Guest shall at all times remain solely liable and responsible for the payment of all invoices issued by BAYA AFRICA in respect of Confirmed Reservations, as well as the payment of any fees due.

4.1.2. Payment shall be effected by electronic fund transfer into such bank account(s) as provided by BAYA AFRICA at time of Confirmation or via secure online payment portal.

4.1.3. It is acknowledged by the Guest that certain portions of the Trip may be exempt from VAT, whilst other portions may be subject to VAT at the standard or zero rate. To this end the Guest agrees that prices and / or the fees charged by BAYA AFRICA in respect of the Trip are inclusive of VAT at the relevant rate, if applicable, but exclusive of any other taxes.

4.1.4. BAYA AFRICA reserves the right to request payment by credit card to secure all short lead time bookings which have been confirmed within 7 (seven) days of travel.

4.1.5. Should the Guest fail to effect any payment on due date or breach any other Trading Term of this agreement, BAYA AFRICA shall, be entitled to:

- 4.1.5.1. cancel this agreement and or booking and take such action as may be deemed necessary to recover the full amount owing to BAYA AFRICA, and / or;
- 4.1.5.2. cancel any future Bookings made by the Guest, and / or;
- 4.1.5.3. recover from the Guest any costs incurred, and / or;
- 4.1.5.4. refuse to accept any further bookings from the Guest, and / or;
- 4.1.5.5. request payment on arrival prior to the rendering of any Trip, and / or;
- 4.1.5.6. levy a charge on all overdue account balances at a rate that is equal to the quoted prime lending rate as may be determined, to the extent applicable, by the relevant banking institution in the Applicable Jurisdiction published from time to time and/ or;
- 4.1.5.7. apportion credits due to the Guest and apply to any amounts which may be due to BAYA AFRICA in terms of these Trading terms.

4.1.6. Errors and Omissions Excepted: BAYA AFRICA shall not be liable for any inadvertent delay in the issuing of an invoice or any supporting document (i.e. any related proposal(s) and / or quotation(s)) related thereto, or any omission or error contained in such invoice or supporting document provided that such delays, errors or omissions be rectified by BAYA AFRICA as soon as reasonably possible after the discovery of the same.

4.1.7. Currency Movements: In an effort to simplify the Booking process BAYA AFRICA will translate the local currency charges into a single currency of the guests' choice between USD, GBP, EU or ZAR. Whilst this is done to be of assistance the actual liability for the amounts remains in the source currency. In the event of any change to the current Booking the Booking will be recalculated using the relevant exchange rate of the day as reflected on Oanda.com which may attract extra charges as a result, and which the client agrees to pay to BAYA AFRICA.

4.2 INDEPENDENT TRAVELLERS

4.2.1. Upon Confirmation for all Reservations the Guest will be liable for a deposit.

4.2.2. The following specific payment policy applies:

- On Confirmation within 3 days: 50% of the Total Booking value
- 60 days before arrival: Remaining 50% of Total Booking value

4.3 GROUPS

4.3.1. The following Group payment terms apply and exclude any payment conditions agreed for Independent Travellers. Deviations to this payment condition are agreed by exception:

- Deposit due within 14 days of Confirmation for Reservations 1 year and greater from date of travel: 40% of Total Booking value
- Deposits due within 14 days of Confirmation for Reservations less than 1 year from date of travel: 50% of Total Booking value
- Due at 150 days prior to arrival: An additional 30% of Total Booking value

- Due at 90 days prior to arrival: Remainder of Total Booking value

5. BANKING DETAILS

5.1. Electronic transfers or bank drafts drawn must be in favour of the BAYA AFRICA entity as listed on the relevant invoice provided by BAYA AFRICA.

5.2. A copy of the proof of payment, together with the appropriate Guest / Group details, Reservation number and invoice number must be emailed to the BAYA AFRICA reservations consultant being dealt with.

5.3. Failure to do so may result in any payments being allocated to the first Booking held in the system by the Guest.

6. GUEST'S RESPONSIBILITIES

6.1 THE GUEST SHALL:

6.1.1. Provide at time of confirmation the nationality as per the passport on which travel will occur, which information is to be used for market data purposes only.

6.1.2. Without delay, communicate all Bookings and / or cancellations to BAYA AFRICA in writing by e-mail.

6.1.3. Ensure comprehensive travel insurance is purchased covering the Guest for personal effects, personal accident, medical and emergency travel expenses, cancellation and curtailment.

6.1.4. Ensure all persons travelling on the itinerary have the necessary and correct passport, visa and vaccination requirements to cover all the countries into which travel is planned.

6.1.5. Seek medical advice regarding prophylaxis and vaccination requirements for countries and regions into which travel is planned.

6.1.6. Be advised that in some cases travel may take them into isolated regions and in close proximity with wildlife in which event the Guest will be required to sign a conditions and waiver form at the time of their safari.

6.1.7. At time of Booking provide all special requests or preferences via BAYA AFRICA's Booking and Preferences Form.

6.1.8. All Reservations made shall be made on the trading terms contained in this document and any relevant annexures.

6.1.9. The Guest shall at all times be solely responsible for ensuring all payments due to BAYA AFRICA are received timeously and in full by BAYA AFRICA in accordance with the provisions of the Trading Terms.

7. BAYA AFRICA RESPONSIBILITIES

7.1 BAYA Africa SHALL:

7.1.1. Be entitled to change Travel arrangements (e.g. flights), Accommodation and arranged Activities due to unforeseen circumstances after the itinerary has been issued. Should this occur BAYA AFRICA will inform the Guest. Every effort will be made to operate the Trip as planned.

7.1.2. Make every effort to secure special requests, however these cannot be guaranteed.

8. WAIVER AND INDEMNITIES

8.1 FOR PURPOSES OF THIS CLAUSE 8:

8.1.1. the term "Guest" shall include the Guest, its beneficiaries, estate, directors, partners, members, employees, agents, servants, assignees, and / or successors in title;

8.1.2. the term "Claims" shall include all and any claims, payments, demands, actions, causes of action, losses and expenses, including all and any future and unascertained damages;

8.1.3. the term "Third Party" shall include any party who does not have a direct connection with this Agreement but might be affected by it, and includes Third Party Service Providers;

8.1.4. the term "Third Party Service Provider" shall include any party who does not have a direct connection with this agreement who has been engaged to carry out and operate part of the Trip; and

8.1.5. the term "Third Party Claims" shall include all and any claims, payments, demands, actions, causes of action, losses and expenses, including all and any future and unascertained damages that any party who does not have a direct connection with this agreement but might be affected by it may have.

8.2 THE GUEST ACKNOWLEDGES THAT:

8.2.1. the Trip or part thereof offered by BAYA AFRICA may be inherently dangerous, which dangers may include (without limitation) Guests visiting isolated regions, being in close proximity to wildlife, using chartered Travel and participating in Activities; parts of the Trip may be carried out and operated by Third Party Service Providers and that BAYA AFRICA does not accept any responsibility for the performance of these parts of the Trip; the Guest may be required to accept additional terms and conditions, which may include exclusions or limitations of liability before commencing certain Activities or embarking on certain Travel.

8.2.2. Safekeeping of baggage and personal effects shall at all times remain at the Guest(s) risk and that BAYA AFRICA assumes no liability for lost or damaged baggage.

8.2.3. The Guest hereby agrees to hold harmless BAYA AFRICA from for and against all Claims, arising from or following or in any way connected to the following:

- 8.2.3.1. this agreement;
- 8.2.3.2. the Booking;
- 8.2.3.3. the Trip or any part thereof;
- 8.2.3.4. all and any statutory or strict liability;
- 8.2.3.5. all and any negligent acts (excluding gross negligence) or omissions of BAYA AFRICA;
- 8.2.3.6. all and any acts or omissions of any other party, including but not limited to Third Party Service Providers (not limited to negligent acts); or
- 8.2.3.7. all and any extraneous events including but not limited to rain, storm water, hail, lightening, fire, riots and strikes.

(Note: The effect of this clause is that the Guest(s) abandons any Claims that it may have against the BAYA AFRICA *arising from, following or in any way connected to the items listed at clauses 8.2.3.1 to 8.2.3.7 (above).*

8.2.4. The Guest hereby agrees to indemnify BAYA AFRICA from, for and against all Claims, which may be taken or made by a Third Party, arising from or following or in any way connected to the following:

- 8.2.4.1. this agreement;
- 8.2.4.2. the Booking;
- 8.2.4.3. the Trip or any part thereof; or
- 8.2.4.4. the conduct of the Guest(s).

(Note: The effect of this clause is that if any Third Party makes or brings a Third Party Claim against BAYA AFRICA *connected to this Agreement, the Trip or any part thereof or the conduct of the Guest, the Guest will be responsible to pay to* BAYA AFRICA *the value of the Third Party Claim).*

8.2.5. The Guest hereby agrees to indemnify BAYA AFRICA from, for and against any legal or other expenses which may be incurred as a result of and / or in consequence of any Third Party Claim arising from or following or in any way connected to this agreement, the Trip or any part thereof or the conduct of the Guest.

(Note: the effect of this clause is that if any Third Party makes or brings a Third Party Claim against BAYA AFRICA *arising from or following or in any way connected to this agreement, the Trip or any part thereof or the conduct of the Guest, in addition to being responsible to pay the value of the Third Party Claim, the Guest will be responsible to pay to* BAYA AFRICA *the cost of any legal or other expenses that may be incurred as a result of the Third Party Claim).*

8A. LIMITATION OF LIABILITY

8A.1. Notwithstanding any other provision of these Trading Terms, the total liability of BAYA AFRICA, whether in contract, delict (including negligence), or otherwise, arising in connection with any Booking, Trip or these Trading Terms, shall be limited to an amount equal to the total fees received by BAYA AFRICA from the Guest in respect of the specific Booking to which the liability relates, or the total fees charged by BAYA AFRICA for that Booking, whichever is less.

8A.2. BAYA AFRICA shall not be liable for any indirect, special or consequential loss or damage of any kind, including (without limitation) loss of profit, loss of income, or reputational damage, even if advised of the possibility of such damages.

8A.3. No action arising out of or in connection with these Trading Terms, the Trip or any Booking may be brought by the Guest more than three (3) years after the date of completion of the relevant Trip

9. HEALTH PROTOCOLS AND INDEMNITIES

9.1. By entering into this Agreement, the Guest acknowledges personal responsibility for his / her own health and health safety when utilising any Accommodation, or partaking in any Activities or Travel whilst on Trip.

9.2. The Guest warrants and will provide written confirmation to his / her adherence and strict compliance to all health safety policies, rules, processes, procedures and guidelines ("Health Safety Protocols") which may be applicable any third-party properties from time to time.

9.3. The Guest further acknowledges that, whilst BAYA AFRICA may request third party service providers providing Accommodation, Activities and / or Travel on Trip to implement health safety standards similar to BAYA AFRICA's Health Safety Protocols, BAYA AFRICA is not in a position to enforce health safety processes and procedures to be followed by third party service providers, nor is it in position to verify the standard at which same may be implemented by third party service providers. Consequently, it will be deemed that the Guest acknowledge and agree that BAYA AFRICA cannot accept any form of liability (in the broadest terms) should the Guest(s) or any member of the party contract an infectious disease when using Accommodation or partaking in any Activities or Travel offered by third party service providers.

9.4. The Guest is duly informed that:

- 9.4.1. they may visit public places during a Trip;
- 9.4.2. by coming into contact with other members of the public or visiting public venues recognises that he / she may be at a higher risk of contracting an infectious disease;
- 9.4.3. by visiting any of the above public areas it will be deemed that the Guest has voluntarily accepted the higher risk of infection as contemplated in clause 8.4.2;
- 9.4.4. as BAYA AFRICA does not have any control in respect of the health safety practices followed by members of the public, nor any control in respect of health safety protocols, policies and rules implemented at public venues, BAYA AFRICA will not be liable (in the broadest terms) should the Guest(s) or any member of the party contract an infectious disease by coming into contact with a member of the public who is infected with a contagious disease or when visiting a public venue during whilst on Trip.

10. FORCE MAJEURE

10.1. If either Party is prevented, restricted, hindered or delayed, whether directly or indirectly, from carrying out all or any of its obligations under the Trading Terms for any cause beyond the reasonable control of that Party (including without limiting the generality of the a foregoing: war, civil commotion, riot, insurrection, strikes, lock-outs, fire, explosion, natural disasters, floods, disease, epidemic, pandemic, quarantines, Acts of State and acts of God), the Party so affected shall be relieved of its obligations hereunder during such period that the force majeure occurrence continues and shall not be liable for any delay or failure in the performance of any of its obligations hereunder or for any loss or damages which the other Party may suffer due to or resulting from such delay or failure on the part of the affected Party to perform, provided that written notice of the inability to perform shall be given by the affected Party within 48 (forty eight) hours of the occurrence constituting force majeure.

10.2. The Party invoking force majeure shall use its best endeavours to terminate the circumstances giving rise to force majeure and upon termination of these circumstances giving rise thereto, shall forthwith give written notice thereof to the other Party.

11. DISPUTE RESOLUTION

11.1. Any dispute which arises out of or in relation to this agreement, whether directly or indirectly ("the Dispute"), shall first, by written notice ("Dispute Notice"), be referred for negotiation between senior executives of the Parties with the necessary authority to settle the Dispute.

11.2. The senior executives shall forthwith upon receipt of the Dispute Notice in good faith attempt to resolve the Dispute as expeditiously as possible but in any event not later than 30 (thirty) calendar from the date on which the Dispute Notice was first issued.

11.3. In the event of the Parties failing to reach a negotiated settlement within the period aforesaid the Parties shall refer the Dispute for arbitration subject to Applicable Laws governing arbitration proceedings within the Republic of South Africa.

11.5. This clause is a separate, divisible agreement from the rest of this agreement and shall remain in effect even if the agreement terminates, is nullified or cancelled for whatsoever reason or cause.

12. BREACH

12.1. The Parties shall be entitled, without prejudice and in addition to any rights which they may have in terms of this agreement the Applicable Laws, to

- (i) forthwith cancel this agreement or
- (ii) to uphold this agreement and in either event claim such damages as it may have suffered in the event that the other Party:

12.1.1. commits a breach of any of the terms of the Trading Terms, and fails to remedy such breach within a period of 7 (seven) days after receipt by it of written notice from the other Party calling for such breach to be remedied; or

12.1.2. takes steps to enter into a compromise with any of its creditors or takes steps or has steps taken against it for liquidation, winding up, deregistration, being placed under business rescue or judicial management (or any similar process); or

12.1.3. prior to or during the currency of these Trading Terms, commits or has committed an act of insolvency or an act which would be an act of insolvency as governed by relevant insolvency Laws applicable within the Applicable Jurisdiction and / or, in the case of the Guest, relevant insolvency legislation in the country of domicile (i.e. registration and incorporation) of the Guest; or

12.1.4. fails to satisfy any judgment taken against it and of which it is aware and fails, within 10 (ten) calendar days of the date on which the judgment is granted or the date on which it becomes aware of the judgment, whichever is the latter, to take such steps and to continue to take such steps as may be necessary to have the judgment set aside, or, having taken such steps, fails to satisfy the judgment within 10 (ten) calendar days after the date on which it becomes final, or

12.1.5. in the event of the Guest being the breaching party, the Guest fails to timeously pay to BAYA AFRICA any amount due to BAYA AFRICA as set out in the Trading Terms, and fails to remedy such breach within a period of 3 (three) Business Days after receipt by it of written notice from BAYA AFRICA calling for such breach to be remedied, BAYA AFRICA shall be entitled, without prejudice, to its rights in terms of the trading terms, or in law, to terminate these Trading Terms and claim such damages as it may have suffered, and to cancel any Reservations that may have already been made for the Guest.

13. NOTICES AND ADDRESSES

13.1. Any notice, consent, approval or other communication in connection with this agreement ("Notice") will be in writing in English.

13.2. Addresses:
Each Party chooses the physical address and / or email address corresponding to its name as the address to which any Notice must be sent.

13.2.1. BAYA AFRICA:
23A Buckingham Avenue

Craighall Park

Gauteng

RSA

Email address: info@baya.africa / leigh@baya.africa / claire@baya.africa

13.2.2. For the Guest: The details as provided by the Guest on the Booking and Preferences Form.

13.3. Any Notice takes effect when received by the recipient (or on any later date specified in the Notice) and, unless the contrary is proved, is deemed to be received:

- 13.3.1. on the day of delivery, if delivered by hand to a responsible person at the recipient's physical address as chosen in terms of clause 13.2. If delivery is not on a Business Day, or is

after ordinary business hours on a Business Day, the Notice shall be deemed to have been received on the Business Day after the date of delivery; and

- 13.3.2. on the first Business Day after the date of transmission, if sent by email to the recipient's email address in clause 13.2. (as applicable). Despite anything to the contrary in this agreement, a Notice actually received by a Party is effective even though it was not sent, or delivered, or sent and delivered to its chosen address in clause 13.2.

13.4. Despite anything to the contrary in this agreement, a Notice actually received by a Party is effective even though it was not sent, or delivered, or sent and delivered to its address in chosen in clause 13.2.

13.5. Service of Legal Process:

- 13.5.1. Each Party chooses its physical address referred to in clause 13.2 above as its address at which legal process and other documents in legal proceedings in connection with this Agreement may be served.
- 13.5.2. The Parties agree that all communications, including Confirmations and amendments, may be conducted via email, which shall be deemed as valid and enforceable as a signed hard copy.
- 13.5.3. Any Party may by Notice to the other Party change its address at which legal process and other documents in legal proceedings in connection with this Agreement may be served to another physical address in South Africa.

14. MISCELLANEOUS

14.1. ENTIRE AGREEMENT:

14.1.1. The cover letter to this agreement, the agreement, as well as any other documentation, guidelines and or other written advices and / or directives issued by BAYA AFRICA to the Guest pursuant to this agreement shall constitute the entire agreement between the Parties.

14.1.2. BAYA AFRICA shall not be bound by any representation, warranties, undertakings, promises or the like (whether or not made by BAYA AFRICA, its companies or servants) which are not recorded therein.

14.1.3. Subject to the provisions of this agreement, no alternation, variation or cancellation by agreement of, amendment or addition to, or deletion from this agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

14.2. NON WAIVER:

No failure by a Party to enforce any provision of the Trading Terms shall constitute a waiver of such provision or affect in any way a Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

14.3. DATA PROTECTION:

14.3.1. The Guest is duly informed that, subject to Applicable Laws and BAYA AFRICA's Privacy Policy, BAYA AFRICA may be required to electronically collect, store and use personal information, including the Guest(s) name/s, contact details, email addresses, IP addresses etc. for the purpose of carrying out any Trip and, unless objected thereto, it will be deemed that the Guest(s) have consented to BAYA AFRICA retaining such personal information for as long as is necessary or legally required in order to render services under the Trip or as may be required to comply with relevant statutory obligations under Applicable Laws.

14.3.2. The Guest except to the extent of its own gross negligence, recklessness or wilful misconduct, BAYA AFRICA will not be responsible for any damages suffered by the Guest as a result of the transmission of confidential or other information disclosed to BAYA AFRICA through the Internet.

14.4. CESSION:

14.4.1. The Guest shall not, without the written consent of BAYA AFRICA, be entitled to cede, assign, delegate or otherwise transfer any of its rights or obligations under this agreement to any third party.

14.5. SEVERABILITY:

14.5.1. All provisions of this agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.

14.5.2. If any provision of the Trading Terms is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.5.3. The Parties declare that it is their intention that this agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof

14.6. CO-OPERATION:

Each Party shall co-operate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purposes.

14.7. GOVERNING LAW AND JURISDICTION:

14.7.1. The Parties unconditionally consent to the court(s) of the Republic of South Africa having the authority to preside over any matter(s) / dispute(s) arising from this agreement.

14.7.2. The terms and conditions of this agreement shall be governed by, and shall be construed in accordance with the Laws of Republic of South Africa.

14.7.3. To the extent permitted by law, the Guest waives the right to claim jurisdiction in any other forum.

14.8. COSTS:

All and any costs incurred by either party arising out of or in connection with a breach of any of the provisions of the trading terms by the other party, including but not limited to legal costs on the attorney and own Guest scale, shall be borne by the party in breach.

14.9. COUNTERPARTS:

This agreement may be executed in counterparts, each of which will be deemed to be an original of this agreement with the same force and effect. A photocopy of a fully executed counterpart of this agreement, or of a set of identical versions separately executed by the Parties, will be valid evidence of the existence and the terms of this agreement.

14.10. DISCLAIMER:

The Guest acknowledges that they have had an opportunity to obtain independent legal advice before agreeing to these Trading Terms and that they fully understand and accept the contents herein.

15. DEFINITIONS

15.1. Definitions for the purposes of this agreement, unless the context requires otherwise shall be as follows:

15.1.1. "Accommodation" means collectively any accommodation reserved by BAYA AFRICA at any property or any third-party property and / or the provision of Activities and / or third party services (where relevant) reserved by BAYA AFRICA;

15.1.2. "Activities" means any recreational pursuit reserved by BAYA AFRICA and shall include, without limitation, sight-seeing excursions, sporting activities and adventure activities;

15.1.3. "Applicable Laws" means the Laws of the republic of South Africa;

15.1.4. "Booking/s" means the initiation, processing, amendment and / or finalisation of any Trip and shall include provisional bookings;

15.1.5. "Booking Amendments" means any change required by the Guest in the travel and / or arrival date, any increase or reduction in the number of rooms booked, and / or any services required after the date of Confirmation;

15.1.6. "Business Day" means any day other than a Saturday, Sunday or official public holiday in South Africa;

15.1.7. "Confirmation" means written confirmation by the Client confirming that the Reservation will be honoured and guaranteed;

15.1.8. "Group" and "Group Reservations" shall mean 15 (fifteen) full paying Guests or more per Reservation;

15.1.9. "Guest/s" means the end user of services rendered by either BAYA AFRICA or a third party during the Trip;

15.1.10. "Independent Travellers" shall mean 14 (fourteen) full paying Guests or less per Reservation;

15.1.11. "Laws" means all legislation, statutes, regulations (as amended, replaced or re-enacted from time to time) which may be applicable in South Africa;

15.1.12. "Parties" means collectively BAYA AFRICA and the Guest, and "Party" means either of them as the context may require;

15.1.13. "Rates" means the rates for the Accommodation as set out by BAYA AFRICA in its then current rate documents, as substituted and sent to the Guest from time to time;

15.1.14. "Reservation" means a reservation made for or on behalf of the Guest and confirmed by BAYA AFRICA in writing;

15.1.15. "Total Booking Value" means the monetary value of a Booking as invoiced by BAYA AFRICA upon Confirmation of Booking by the Guest, which monetary value will be adjusted to the extent that the Guest requests further Booking Amendments to the Booking prior to date of travel;

15.1.16. “Trip” means all and any arrangements reserved by BAYA AFRICA for the Guest, including but not limited to Accommodation, meals and beverages, Travel and Activities;

15.1.17. “the / these Trading Terms” or “the / this agreement” means the trading terms contained in this document as amplified by the provisions of any Annexure attached hereto or document referred therein from time to time;

15.1.18. “Travel” means any transport reserved by BAYA AFRICA, including but not limited to road, water and air travel; and

15.1.19. “VAT” means Value Added Tax or any similar consumption tax payable in any country.