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## **Recommended Clauses for Terms & Conditions**

### 1. Preamble

1.1. XL ASTRA TRAVEL PTY LTD Travel Agent, Registration Number 2003/004/59607 is wholly owned.

1.2. Consumer Protection Act 68 of 2008 and carries on business under the Code of Conduct as stipulated by the ("XL ASTRA TRAVEL PTY LTD" franchisor and provides clients (you/your) 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 'Third Party Service Providers'). XL ASTRA TRAVEL PTY LTD will provide you with the identity as well as terms and conditions of all Third Party Service Providers, if such terms and conditions are in the possession of the XL ASTRA TRAVEL PTY LTD Travel Agent, and it is your responsibility to familiarise yourself with such terms and conditions and to obtain further clarity regarding the terms and conditions imposed therein.

1.3. XL ASTRA TRAVEL PTY LTD may refer to themselves as an "agent" from time-to-time but are not agents for any third party/ies.

### 2. Authority

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

### 3. Destination selection

You acknowledge that you have selected the itinerary and destination(s) constituting the booking based on information gleaned from brochures and/or the Internet. You also acknowledge that such brochures and/or the Internet have been compiled and are managed and up-dated by the Principal over which the XL ASTRA TRAVEL PTY LTD Travel Agent has no control. Accordingly the XL ASTRA TRAVEL PTY LTD Travel Agent cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Third Party Service Providers.

#### 4. Breakaways

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

#### 5. 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 XL ASTRA TRAVEL PTY LTD Travel Agent. Availability of seats and date change fees are subject to the airlines' policies and fare rules. The XL ASTRA TRAVEL PTY LTD Travel Agent can advise about the policies regarding a specific itinerary on request. The XL ASTRA TRAVEL PTY LTD Travel Agent can assist in making your date changes for a R per flight fee (subject to change), in addition to the date change fees charged by the carrier. Some airlines may not allow date changes. In order to change the departure date, the ticket must be submitted for a refund and a new ticket purchased for the new travel dates. (Please see the section on Cancellations, below.)

#### 6. Routing changes

Once tickets have been issued, routing changes (including adding, removing, or changing stopovers or connections) are not permitted. If a routing change is needed, the ticket must be submitted to us for a refund and a new ticket purchased for the new travel routing. (Please see the section on Cancellations, below.)

#### 7. Conduct

You agree that you will at all times comply with the XL ASTRA TRAVEL PTY LTD Travel Agent's or the Third Party Service Provider's requirements in regard to your conduct and you will not in any way constitute a nuisance or a danger to any other passenger on the trip.

#### 8. Special requests

If you have special requests you must address such requests must be addressed to the XL ASTRA TRAVEL PTY LTD Travel Agent in writing well before the departure date. Whilst the XL ASTRA TRAVEL PTY LTD Travel Agent will use its best endeavours to accommodate such requests, it does not guarantee that it will be in a position to meet all demands.

#### 9. Bookings with Third Party Service Providers

9.1 The XL ASTRA TRAVEL PTY LTD only acts as an intermediary between the client (you/yours) and Third Party Service Providers, and accordingly on receipt by the XL ASTRA TRAVEL PTY LTD Travel Agent of any request for a booking(s) in a brochure or tailored quote, the XL ASTRA TRAVEL PTY LTD Travel Agent shall transmit any such booking to the Third Party Service Provider/s concerned and endeavour to secure timeously all reservations and arrangements.

9.2 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 XL ASTRA TRAVEL PTY LTD are subject to these Standard Terms and Conditions (STC) and that of any Third Party Service Providers.

9.3 Third Party Service Providers 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 for all travellers.

9.4 The XL ASTRA TRAVEL PTY LTD Travel Agent furthermore does not accept liability for any actions, errors or omissions of the Third Party Service Providers and/or their agents, which may be prejudicial to you or result in loss in any way or form whatsoever, including injury, illness, harm, trauma, death and/or loss of or damage to your belongings whatsoever and you indemnify the XL ASTRA TRAVEL PTY LTD Travel Agent accordingly. The conditions of the Third Party Service Providers shall constitute the sole contract between the Third Party Service Providers and you and any right of recourse you may have, will be solely against the Third Party Service Providers.

## 10. Liability

Neither the XL ASTRA TRAVEL PTY LTD Travel Agent nor any holding, parent, subsidiary, affiliated or associated company or representative shall be liable for any injury, illness, harm, trauma, death and/or loss of or damage to your belongings whatsoever howsoever caused and you indemnify the XL ASTRA TRAVEL PTY LTD S Travel Agent accordingly. The XL ASTRA TRAVEL PTY LTD Travel Agent, its 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 a XL ASTRA TRAVEL PTY LTD Travel Agent's employee(s).

## 11. Bookings, change of arrangements, routes and prices

11.1. "The booking" or "the reservation" refers to part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of a client with Third Party Service Providers, and excludes services of a peripheral nature. Any booking made by the XL ASTRA TRAVEL PTY LTD Travel Agent constitutes a form of contract between you and the Third Party Service Providers and is consequently subject to the terms and conditions of the XL ASTRA TRAVEL PTY LTD Travel Agent and such Third Party Service Providers' conditions of agreement of business.

11.2. Wherever possible, the XL ASTRA TRAVEL PTY LTD Travel Agent will endeavour to confirm the status of any booking in writing, but we may not always be able to do so. In such cases, failure to provide written confirmation shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of the XL ASTRA TRAVEL PTY LTD Travel Agent.

11.3. In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of the XL ASTRA TRAVEL PTY LTD Travel Agent, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for your account.

11.4. A late booking fee may be charged in respect of bookings received within 7 (seven) working days prior to the departure date. This charge is levied to cover communication and other expenses involved. An amendment fee may be levied for any changes to the confirmed itinerary in the event that they are received within 7 (seven) working days prior to the departure date.

11.5. Notwithstanding anything contained to the contrary herein, unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee. The XL ASTRA TRAVEL PTY LTD Travel Agent reserves the right to cancel any booking without prejudice, in the event of full payment or a deposit or part thereof not being received. The price quoted to you is based on fares, hotel prices, land costs and other relevant costs at the date of the XL ASTRA TRAVEL PTY LTD Travel Agent's quote. In

the event of there being any increase in any of the foregoing costs prior to the issuing of the documents, such variation shall be for your account and payable on request by the XL ASTRA TRAVEL PTY LTD Travel Agent, as shall any increase in the price(s) quoted arising from the fluctuation in rates of exchange.

11.6. Documents will not be issued until such time that full payment is cleared by the XL ASTRA TRAVEL PTY LTD Travel Agent's bankers. The onus will be on you to check that there have been no changes in the price prior to making full and final payment. However, airfares are subject to the fare and fare rule conditions quoted by the airlines and cannot be guaranteed by XL ASTRA TRAVEL PTY LTD or the XL ASTRA TRAVEL PTY LTD Travel Agent. Should yours be a group booking and the group number deviates from the number required for the booking, the Third Party Service Providers may reserve the right to re-cost the price and raise a surcharge. Should you or any party of your group refuse to accept and pay such surcharge, it may result in the Third Party Service Providers cancelling the booking and retaining any payment made. The XL ASTRA TRAVEL PTY LTD Travel Agent will be entitled to retain any service fees charged.

#### 12. Reconfirming flights/tickets (very important!)

The XL ASTRA TRAVEL PTY LTD Travel Agent 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.

#### 13. Airline default/involuntary schedule changes

XL ASTRA TRAVEL PTY LTD 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.

#### 14. Payments

Prices are not guaranteed until tickets have been paid for in full and issued, and are subject to change at any time until then. As soon as we receive payment, we 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.

#### 15. Our bank - [insert Banking Details]

ABSA : 406 094 9981

#### 16. Payment and additional charges

16.1 Final payment for any booking must be made upon confirmation of the booking, unless specific arrangements have been made with the XL ASTRA TRAVEL PTY LTD Travel Agent and such arrangement confirmed in writing by the XL ASTRA TRAVEL PTY LTD Travel Agent. Final payment is based upon on the quoted and confirmed price, less any deposit paid, plus any additional charges that may have been incurred. Aside from passport, visa and other peripheral service fees (additional fees), the XL ASTRA TRAVEL PTY LTD Travel Agent reserves the right to claim the late booking charges, communications, consultation,

administration and amendment fees where applicable. 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 your account or the XL ASTRA TRAVEL PTY LTD Travel Agent may cancel the booking. Late payment may also result in cancellation of the reservation by the Third Party Service Providers.

16.2 When paying by credit card you will be required to complete the XL ASTRA TRAVEL PTY LTD Travel Agent's credit card 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).

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

17. The only forms of payment accepted by the XL ASTRA TRAVEL PTY LTD Travel Agent are:

- All major 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 the XL ASTRA TRAVEL PTY LTD Travel Agent)
- Electronic funds transfer (proof of payment must to be faxed or e-mailed to the XL ASTRA TRAVEL PTY LTD Travel Agent)

Documentation will only be issued once all funds have been cleared by the XL ASTRA TRAVEL PTY LTD Travel Agent's bankers.

## 18. Insurance

18.1 Assistance to obtain travel insurance in terms of Section 22 of the Tourism Act, 1993, is available on request. It shall not be obligatory upon the XL ASTRA TRAVEL PTY LTD Travel Agent to effect insurance for you except upon detailed instructions given in writing by you and all insurance effected by the XL ASTRA TRAVEL PTY LTD Travel Agent pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and the XL ASTRA TRAVEL PTY LTD Travel Agent shall not be obliged to obtain separate cover for any risks so excluded.

18.2 The XL ASTRA TRAVEL PTY LTD Travel Agent shall not be under any obligation to affect a separate insurance for each customer, but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, you will have recourse against the insurers only and the XL ASTRA TRAVEL PTY LTD Travel Agent will not be under any responsibility or liability whatsoever in relation thereto, notwithstanding that the premium of the policy may not be at the same rate as that charged by the XL ASTRA TRAVEL PTY LTD Travel Agent or paid to the XL ASTRA TRAVEL PTY LTD Travel Agent by you.

18.3 The XL ASTRA TRAVEL PTY LTD Travel Agent will not be responsible if you fail to take adequate insurance cover. Queries must be addressed to the principal insurer, as the XL ASTRA TRAVEL PTY LTD Travel Agent shall not in any way be held responsible for any and/or all information advanced by its staff in this regard.

18.4 The XL ASTRA TRAVEL PTY LTD Travel Agent strongly recommends that travel insurance be purchased for the duration of your journey. Insurance can only be purchased prior to departure. Insurance options should be discussed with your consultant. The XL ASTRA TRAVEL PTY LTD Travel Agent urges you 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. Kindly check with your respective credit card company directly to obtain specific details of the complimentary cover.

#### 19. Peripheral requirements

19.1 The XL ASTRA TRAVEL PTY LTD Travel Agent will endeavour to assist you in obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve and other bank approvals, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with principals and other parties for whom the XL ASTRA TRAVEL PTY LTD Travel Agent act as agents and referred to as "the booking" or "the reservation", but due to the constant changing nature of such peripheral requirements and services, the XL ASTRA TRAVEL PTY LTD Travel Agent cannot be held liable for ensuring that these requirements and services are provided correctly or timeously or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services.

#### 20. Cancellation

20.1 The XL ASTRA TRAVEL PTY LTD Travel Agent will undertake to endeavour to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, the XL ASTRA TRAVEL PTY LTD Travel Agent reserves the right to claim the services, administration, communication and cancellation charges which will inter alia depending on the debits the XL ASTRA TRAVEL PTY LTD Travel Agent receives from its suppliers. Failure to cancel will result in the total booking cost being payable. The XL ASTRA TRAVEL PTY LTD Travel Agent 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. Any bookings cancelled after confirmation may be subject to a cancellation fee. These vary from Third Party Service Provider to Third Party Service Provider and should be verified at the time of booking. The XL ASTRA TRAVEL PTY LTD Travel Agent will apply for the refund on your behalf however XL ASTRA TRAVEL PTY LTD is not responsible should this application be denied for any reason.

20.2 Some tickets are completely non-refundable according to airline fare rules.

Cancellations for any reason whatsoever, including medical reasons, death in the family, strikes, wars, weather, natural disasters, airline default or government travel warnings will not entitle the you to any refund in the case of non-refundable tickets or waiving the cancellation penalties in the case that the tickets can be refunded. If tickets can be refunded, cancellation penalties can be up to 70% of the cost of the tickets and can take 6 (six) months to a year or longer to obtain. Trip cancellation and interruption insurance is therefore highly recommended. For the best coverage, travel insurance should be purchased at the same time as the airline tickets.

#### 21. Verification of Travellers' Names and Travel Details

It is important that you provide the XL ASTRA TRAVEL PTY LTD Travel Agent with the

travellers' 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 changes could incur financial penalties imposed by the service provider(s) and these will be payable by you.

## 22. Passports, visas & health

22.1 You are responsible for obtaining any necessary visas and travel permits for all countries that you will be travelling to or transiting through, and for informing yourself/selves as to which countries/areas within countries require visas and/or special permits. Visa and entry requirements may vary depending on your 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. It is entirely your duty to ensure that all passports and visas are current, valid, obtained on time and will be valid for six months to one year after your return to home country and contain sufficient blank pages (for visa issuance) and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with the XL ASTRA TRAVEL PTY LTD Travel Agent before travelling. XL ASTRA TRAVEL PTY LTD Travel Agents are not lawyers, and nothing we say should be interpreted as legal advice concerning visas, entry requirements, immigration, or residency. The XL ASTRA TRAVEL PTY LTD Travel Agent will endeavour to assist you but such assistance will be at the XL ASTRA TRAVEL PTY LTD Travel Agent's discretion and you acknowledge that in doing so, the XL ASTRA TRAVEL PTY LTD Travel Agent is not assuming any obligation or liability and you indemnify the XL ASTRA TRAVEL PTY LTD Travel Agent against any consequences of non-compliance. It is your duty to familiarise yourself with the inherent dangers of and mental and/or physical condition required for your proposed travel arrangements.

22.2 XL ASTRA TRAVEL PTY LTD and the XL ASTRA TRAVEL PTY LTD Travel Agent cannot be held responsible for: Denial of your visa application for any reason; Delay of issuance of your visa by the relevant consulate or High Commission; Loss of your 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;

PLEASE NOTE THAT A VISA DOES NOT GUARANTEE ENTRY TO ANY GIVEN COUNTRY AT POINT OF ENTRY.

## 23. Malaria and other tropical diseases: WARNING

Certain parts covered by your itinerary may be areas where there is a high-risk of malaria and other tropical diseases. We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return

## 24. Other documents

Other documents that may be required for your journey are your identity document, an international driver's license, inoculation certificates and hotel, car and tour vouchers. Please ensure that you check all of these documents, at the time of issue where applicable, prior to your departure.

#### 25. Third party service providers default/involuntary schedule changes

XL ASTRA TRAVEL PTY LTD and the XL ASTRA TRAVEL PTY LTD Travel Agent takes no responsibility in the event of an airline or any other third party's default, cessation of service on a ticketed route or schedule change. Travel insurance that covers this default is highly recommended.

#### 26. Refunds

Airline tickets presented for refund are subject to delays of approximately 2 weeks but could take longer. The XL ASTRA TRAVEL PTY LTD Travel Agent is unable to refund monies before receipt of funds from the relevant Third Party Service Providers. All refunds are subject to a 10% administration fee payable to...., 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 Third Party Service Provider to whom the refund is submitted. Refunds by the Third Party Service Provider will be subject to their terms and conditions which you are responsible for familiarising yourself with. The XL ASTRA TRAVEL PTY LTD Travel Agent, as an intermediary, can only assist in processing and following up on your refund. In no way whatsoever does the XL ASTRA TRAVEL PTY LTD Travel Agent or any of its employees guarantee a refund unless it is reduced to writing and provided by the Third Party Service Provider.

#### 27. Foreign currency

This may be purchased up to 60 days prior to departure. You can place your foreign exchange order with your XL ASTRA TRAVEL PTY LTD travel consultant. Foreign exchange regulation compliance is your exclusive duty. This will apply especially when you instruct the XL ASTRA TRAVEL PTY LTD Travel Agent to make and pay for travel arrangements on the Internet.

#### 28. Confidentiality

Subject to statutory constraints or compliance with an order of court, the XL ASTRA TRAVEL PTY LTD Travel Agent undertakes to deal with all your information of a personal nature on a strictly confidential basis.

#### 29. Internet bookings

If you request or instruct the XL ASTRA TRAVEL PTY LTD Travel Agent to make bookings via the Internet, you irrevocably authorise the XL ASTRA TRAVEL PTY LTD Travel Agent to do the following on your behalf:

- (1) make any selections of and for the booking;
- (2) make payments; and
- (3) accept booking conditions.

You also consent and acknowledge to having read the terms and conditions, including the fare rules for the airlines in question, and irrevocably consent to being bound thereto.

#### 30 .E-Ticketing

You must be ready to show your identity document/passport and that of each member of your party and possibly your credit card at the check-in counter of the airline concerned. Please note that airlines also require presentation of your identity document / passport at the time of boarding.



### 31. Important notes

Airlines reserve the right to withdraw airfares without notice. We cannot guarantee airfares, airport taxes and fuel surcharges until paid in full and the air tickets have been issued. Certain destinations may also require a departure tax which is payable locally upon departure in cash. These are not included in the prices quoted. Prices are subject to change without notice until payment has been received in full, whether a reservation has been made or not. By accepting this confirmation and offering payment therefore it will be deemed that you have read, understood and accept our terms and conditions.

### 32. 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 Standard Conditions of Business This document reflects the only and full agreement between you and the XL ASTRA TRAVEL PTY LTD Travel Agent and there exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship. You acknowledge that you have not relied on any matter or thing stated on behalf of the XL ASTRA TRAVEL PTY LTD Travel Agent or otherwise that is not included herein. No variation and/or extension thereof shall be valid unless agreed to both by the Parties in writing. In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by the XL ASTRA TRAVEL PTY LTD Travel Agent, this document will always have preference. You will be liable for all legal fees of an attorney and own client scale in the event that the XL ASTRA TRAVEL PTY LTD Travel Agent has to engage a lawyer to enforce or defend any of its rights or otherwise.

### 33. AIRLINE CONDITIONS OF CONTRACT AND OTHER IMPORTANT NOTICES:

#### 34. Notice of liability limitations

33.1 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 delay.

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

- There are no financial limits in respect of death or bodily injury. In respect of destruction, loss of, or damage or delay to baggage, 1,000 Special Drawing Rights (approximately EUR 1,200; 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.

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

33.4 Where the Warsaw Convention system applies, the following limits of liability may apply:

33.5 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 EUR 10,000; 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.

33.6 17 Special Drawing Rights (approximately EUR 20; US \$20) per kg for loss of or damage or delay to checked baggage, and 332 Special Drawing Rights (approximately EUR 400; US \$400) for unchecked baggage. The carrier may also be liable for damage occasioned by delay.

33.6 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.

33.7 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 a 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.

33.8 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 of the receipt of checked baggage in the case of damage, and, in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger.

### 35. Notice of contract terms incorporated by reference

- 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.
- If your carriage is by more than one carrier, different Conditions, Regulations and any applicable tariffs may apply for each carrier.
- 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.
- The Conditions may include, but are not restricted to:
  - o Conditions and limits on the carrier's liability for the bodily injury or death of passengers.
  - o 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.
  - o Rules for declaring a higher value for baggage and for paying any supplementary fee that may apply.
  - o Application of the carrier's Conditions and limits of liability to the acts of the carrier's agents, servants and representatives, including any person providing either equipment or services to the carrier.
  - o Claims restrictions, including time limits by which passengers must file claims or bring actions against the carrier.

- o 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.
- o Rights of the carrier and limits on the carrier's liability for delay or failure to perform a service, including schedule changes, 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 the operating carrier or substituted aircraft.
- o 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.

- You can obtain more information about your contract of carriage, and find out how to request a copy, at places 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 of carriage at the carrier's airport and sales offices, and upon request, to receive a copy by mail or other delivery service from each carrier free of charge.
- 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.

YOU CANNOT TRAVEL IF YOU DO NOT HAVE ALL REQUIRED TRAVEL DOCUMENTS, SUCH AS PASSPORT AND VISA.

GOVERNMENTS MAY REQUIRE YOUR CARRIER TO PROVIDE INFORMATION ON OR PERMIT ACCESS TO PASSENGER DATA.

### 36. Denied boarding

Flights may be overbooked, and there is a slight chance that a seat will not be available on a flight even if you have a confirmed reservation. In most circumstances, if you are denied boarding involuntarily, you are entitled to compensation. When required by applicable law, the carrier must solicit volunteers before anyone is denied boarding involuntarily. Check with your carrier for the complete rules on payment of denied boarding compensation (DBC) and for information on the carrier's boarding priorities. Please note that any denied boarding is out of the control of the XL ASTRA TRAVEL PTY LTD Travel Agent and that the XL ASTRA TRAVEL PTY LTD Travel Agent cannot be held liable for any lost revenue / opportunity or trauma experienced as a result of action by the Third Party Supplier.

### 37. Baggage

Excess valuation may be declared on certain types of articles. Carriers may apply special rules for fragile, valuable, or perishable articles. Please check with your carrier. Most domestic carriers and some international carriers now charge for each piece of checked baggage. For most international flights, baggage is limited to a total of 20 kg. (44 lbs.), total of all pieces and items including carryon items. If you plan to check and/or carry on more than 20 kg of luggage per person on any of their flights, you should check directly with each airline in advance for their free baggage limits and excess baggage charges.

### 38. Checked baggage:

Carriers may permit a free checked baggage allowance, which is set by the carrier and may differ by class, and/or route. Carriers may apply extra charges for checked baggage in excess of their permitted allowance. Check with your carrier. Cabin (Unchecked) Baggage: Carriers may permit a free cabin baggage allowance, which is set by the carrier and may differ by class, route, and/or aircraft type. It is recommended that cabin baggage be kept to a minimum. Check with your carrier. If more than one carrier is providing the transportation for

your journey, each carrier may apply different rules on baggage (both checked and cabin).

39. Special baggage liability limitations for us travel:

For domestic travel wholly between US points, federal rules require any limit on a carrier's baggage liability to be at least US\$3300.00 per passenger, or the amount currently mandated by 14 CFR 254.5.

40. Check-in times.

The time shown on the itinerary/receipt is the departure time of the aircraft. Flight departure time is not the same as the time you must check-in or the time you must be available for boarding. Your carrier may refuse you carriage if you are late. Check-in times, as advised by your carrier, are the latest times at which passengers can be accepted for travel; boarding times, as advised by your carrier, are the latest times at which passengers must present themselves for boarding.

41. Dangerous goods (hazardous materials).

For safety reasons, dangerous goods must not be packed in checked or cabin (unchecked) baggage except as specifically permitted. Dangerous goods include but are not limited to: compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons, infectious substances, and briefcases with installed alarm devices. For security reasons, other restrictions may apply. Check with your carrier.

42. Responsibility/release and assumption of risk

"I understand and am aware that during the air travel itinerary in which I will participate under the arrangements of FLIGHT SPECIALS (hereinafter referred to as the Company), and its agents, associates, affiliated companies, or subcontractors, certain risks and dangers may arise, including but not limited to the hazards of travelling in unsafe areas or under unsafe conditions, the hazards of travelling in politically unstable areas, the dangers of civil disturbance and war, the forces of nature, the negligent or reckless acts or omissions of, and/or the bankruptcy, insolvency or cessation of services by, the Company's affiliated companies, airlines or subcontractors. In consideration of, and as part of the payment for, the right to participate in such air itineraries, I have and do hereby expressly assume all of the above risks. The terms of this agreement shall serve as a release and express assumption of risk for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me. I have read and fully understand the provisions and the legal consequences of this Release and Assumption of Risk and I hereby agree to all its conditions, especially noting and agreeing to the portion of this provision that releases the Company and its agents, employees, officers, directors, associates, affiliated companies, and subcontractors, to the extent permitted by law, from liability for the negligent or reckless acts or omissions of the Company's affiliated companies, airlines and subcontractors."

All pages of this form must be returned to us (signed and initialled where indicated) at time of payment, along with a photocopy of the picture page of each traveller's passport (required by some airlines before tickets can be issued)

43. Ticket and document delivery

Tickets and Documents will be delivered to you and/or made available for pickup (as checked above) within 3-4 weeks of the time your payment reaches us (and clears into our account). It is your responsibility to advise us if you have not received your tickets within 3-4

weeks after placing an order or at least two weeks prior to your departure (unless special late delivery arrangements have been made).

Translations and other useful travel information are available on the IATA website [www.iataonline.com](http://www.iataonline.com)