

STANDARD TERMS AND CONDITIONS

JENNY'S TRAVEL CC (hereinafter called "the Agent") accepts instructions only on the following 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 Agent" shall mean Jenny's Travel CC and/or anyone acting for or on behalf of the Company, 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 the Agent for the Agent'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 the Agent'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 the Agent. The Traveller shall include a potential Traveller.

"The Services" shall mean any travel or other service facility, product or matter incidental thereto of whatsoever nature arranged or to be arranged by the Agent (whether directly or indirectly) to or for the Client or the Traveller. The aforesaid 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 Traveler) provided by the Agent or which the Agent 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.

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

1. Booking agent, not Supplier

The Agent is not a carrier or a keeper of inns, hotels, refreshment, boarding or lodging houses. The Agent will arrange the services only as agent for its Clients, who accept the same subject to these terms and conditions and those of each of the Supplier with whom the Agent may make arrangements for its Clients.

1.1 The Agent 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 Suppliers 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. The Agent will provide you with the identity as well as terms and conditions of all Suppliers, if such terms and conditions are in the possession of the 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.

1.2 The Agent only acts as an intermediary between the client and Third-Party Suppliers, and accordingly on receipt by the Agent of any request for a booking(s) in a brochure or tailored quote, the Agent shall transmit any such booking to the Supplier concerned and endeavour to secure timeously all reservations and arrangements. The Agent shall not be liable in the event of default and/or theft of money and/or any liability as a result of non-performance by the Supplier. To the extent that the Client has a claim

against the Supplier, then Agent hereby cedes all right, title and interest against the Supplier to the Client in order for the Client to enforce their rights.

- 1.3 The Supplier 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 Clients/travellers.
- 1.4 The Agent furthermore do not accept liability 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 damage to your belongings whatsoever and you indemnify the Agent accordingly. The conditions of the Supplier shall constitute the sole contract between the Supplier and the Client and any right of recourse the Client may have, will be solely against the Supplier.

2. Quotation

- 2.1 The Agent shall provide a quotation to its client/traveller.
- 2.2 Quotations exclude any duties, taxes, imposts, fines or outlays of whatsoever nature levied by the authorities at any port or place in connection with the goods, and the customer must reimburse the carrier for any such amount disbursed or losses sustained by the carrier in connection therewith.
- 2.3 The Agent will not be bound by any quotation which has not been accepted by the client/traveler within 30 days.
- 2.4 All quotations are subject to amendment on such terms and conditions as prescribed by the Supplier.
- 2.5 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 these Standard 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 election

The Client acknowledges that he/she has selected the itinerary and destination(s) constituting the booking based on information gleaned from brochures, the Internet and/or any other medium/source. The Client also acknowledge that such brochures and/or the Internet have been compiled and are managed by the Supplier over which The Agent has no control. Accordingly, the 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 Service Providers.

4. Breakaways

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

5. Date changes

The Client 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 Agent. Availability of seats and date change fees are subject to the airlines' policies and fare rules. The Agent can advise about the policies regarding a specific itinerary on request. The Agent can assist in making the Client's date changes for a fee (schedule of fees available) 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 for the new travel dates.

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6. 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 travel routing.

7. Conduct

The Client agrees that he/she will at all times comply with the Agent's or the Supplier's 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 trip.

8. Special requests

If the Client has special requests the Client must address such requests to the Agent in writing well before the departure date. Whilst the 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. No liability for delays

The Agent is not liable for the cancellation of journeys, deviations, delays or failure to provide seats, berths or facilities for carrying or storing luggage or for failure to provide accommodation, howsoever the same may arise. The Agent is not liable in the event of any alteration or change of any kind made by any of the Suppliers following the acceptance of any booking by them. Clients are responsible for any increase in charges which the Suppliers may be entitled to require.

10. No liability for agent or others

The Agent (both for itself and on behalf of its servants and agents) does not accept any liability for any act, omission, default or neglect of the Suppliers or their servants and agents for any injury, damage or loss to persons or goods whatsoever and howsoever the same may be caused, and the Agent does not warrant and is in no way responsible for the accuracy of any information given or statement made by the Agent's servants and agents, or given or made by the Suppliers or their servants and agents.

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 Suppliers, and excludes services of a peripheral nature. Any booking made by the Agent constitutes a contract between you and the Supplier and is consequently subject to the terms and conditions of the Agent and such Suppliers' conditions of agreement of business.

11.2 Wherever possible, the 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 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 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 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 the Client is based on fares, hotel prices, land costs and other relevant costs at the date of the 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 Agent, and shall also be applicable to an 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 Agent'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. However, airfares are subject to the fare and fare rule conditions quoted by the airlines and cannot be guaranteed by the Agent. Should the client's booking be a group booking and the group number deviates from the number required for the booking, the Supplier 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 Supplier cancelling the booking and retaining any payment made. The Agent will be entitled to retain any service fees charged.

12. Deposits

The Agent will negotiate for tickets, bookings and reservations only on payment to the Agent of a deposit. The deposit will be accepted in part-payment of the total costs incurred by the Clients, but receipt of a deposit does not constitute acceptance of any booking. In the event of any Supplier cancelling any arrangement made on behalf of a Client, the Agent's liability to refund the amount of any deposit paid by the Client to the Agent will be subject to a deduction of such sums, if any, as the Supplier may be entitled to be paid.

13. 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.

13.1 Final payment for any booking must be made upon confirmation of the booking, unless specific arrangements have been made with the Agent and such arrangement confirmed in writing by the 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 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 Agent may cancel the booking. Late payment may also result in cancellation of the reservation by the Suppliers.

13.2 When paying by credit card you will be required to complete the Agent'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).

13.3 Interest at 5% above the current prime bank overdraft rate charged by the Agent'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 the Agent be unused for any reason.

14. Cancellations

Any cancellation made by the client must be in writing, and the client will be liable for all expenses incurred by the Agent in respect of making the bookings and cancelling the same and for all payments which the Travel Services may lawfully require by reason of the cancellation. The Agent will repay to the client any moneys held by the Agent after deducting the said expenses and payments, and in any event will not be required to make

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repayment until the Agent has received payment from the Travel Services of such moneys as may be due to the client following such cancellation.

14.1 Failure to cancel will result in the total booking cost being payable.

14.2 The 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 Supplier to Supplier and should be verified at the time of booking.

14.3 The Agent may apply for the refund on your behalf however, the Agent is not responsible should this application be denied for any reason.

14.4 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 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. If tickets can be refunded, cancellation penalties can be up to 70% of the cost of the tickets are imposed by the airline and can take as long as 6 (six) months to a year or longer to obtain from the airline. 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.

15. Insurance

15.1 Assistance to obtain travel insurance is available on request. It shall not be obligatory upon the Agent to effect insurance for you. The Agent shall not be obliged to obtain separate cover for any risks so excluded.

15.2 The 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 Agent will not be under any responsibility or liability whatsoever in relation thereto.

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

15.4 The Agent strongly recommends that travel insurance be purchased for the duration of the client's journey. Insurance can only be purchased prior to departure. Insurance options should be discussed with your travel consultant. The Agent 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. Kindly check with the respective credit card company directly to obtain specific details of the complimentary cover.

16. Reconfirming flights/tickets

The Agent takes no responsibility for reconfirming flights or for advising the client/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 client/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. The Agent recommends that clients/travellers reconfirm each flight, even if the airline says that it is not required.

17. Verification of Client's/Travellers' Names and Travel Details

It is important that the Client/Traveller provides the Agent with the Client's/travellers' names as per the passenger/s travel documents (South African ID or passport). Failure to do so could result in denied boarding

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or deportation due to name mismatch information. It is the Client's responsibility to confirm that all of the travel arrangements, itinerary details and documents are correct. Once documents have been issued, name changes are not permitted to airline tickets and any change thereto will require that the ticket/s is 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.

18. Passports, visas & health

18.1 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 yourself/selves as to which countries/areas within countries require visas and/or special permits. Visa and entry requirements may vary depending on the nationality of the Client, 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 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 Client's return to Client's 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. The Client should check the requirements with the Agent before travelling. The Agent is not lawyers, and nothing the Agent says should be interpreted as legal advice concerning visas, entry requirements, immigration, or residency. The Agent will endeavour to assist the Client but such assistance will be at the discretion of the Agent and the Client acknowledges that in doing so, the Agent is not assuming any obligation or liability and you indemnify the Agent against any consequences of non-compliance. It is the duty of the Client to familiarise himself/herself with the inherent dangers of and mental and/or physical condition required for the Client's proposed travel arrangements.

18.2 The Agent cannot be held responsible for the:

- Denial of Client's visa application for any reason;
- Delay of issuance of Client's visa by the relevant consulate or High Commission;
- Loss of 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.

19. Malaria and other tropical diseases: WARNING

Certain parts covered by the Client's itinerary may be areas where there is a high-risk of malaria and other tropical diseases. The Agent strongly recommend 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 your arrival in Africa or any other tropical or sub-tropical destination. If Client has not done so prior to departure, it is imperative Client do so upon Client's return.

20. Other documents

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

21. Third party service providers default/involuntary schedule changes

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.

22. Refunds

Airline tickets presented for refund are subject to delays of approximately 2 weeks but could take longer. The 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 the Agent, 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 Client is responsible for familiarising him/herself with. The Agent only acts as an intermediary and can only assist in processing and following up on Client's refund. In no way whatsoever does the Agent or any of its employees guarantee a refund unless it is reduced to writing and provided by the Third-Party Service Provider.

23. Foreign currency

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

24. Confidentiality

Subject to statutory constraints or compliance with an order of court, the Agent undertakes to deal with all Client's information of a personal nature on a strictly confidential basis in terms of the Agent's policy published on the Agent's website.

25. Internet bookings

If you request or instruct the Agent to make bookings via the Internet, you irrevocably authorise the Agent to do the following on Client's behalf:

- 25.1 make any selections of and for the booking;
- 25.2 make payments; and
- 25.3 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.

The Client hereby indemnifies the Agent and agrees that the Agent will not be held liable in the event of the Client's credit card being compromised as a result of a fraud, duplicating etc.

26. E-Ticketing

Client must be ready to show Client's identity document/passport and that of each member of Client's party and possibly Client's 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.

27. Important notes

Airlines reserve the right to withdraw airfares without notice. Agent 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 Client has read, understood and accept Agent's terms and conditions. The Agent has an information document on its Web page, entitled **AIRLINE CONDITIONS OF CONTRACT AND OTHER IMPORTANT NOTICES**, which the Client has studied and which document shall be incorporated in this agreement by reference.

28. Interpretation, law applicable and jurisdiction

- 28.1** 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.
- 28.2** 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.
- 28.3** This document reflects the only and full agreement between the Client and the 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.
- 28.4** Client acknowledge that Client has not relied on any matter or thing stated on behalf of the Agent or otherwise that is not included herein.
- 28.5** No variation and/or extension thereof shall be valid unless agreed to both by the Parties in writing.
- 28.6** In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by the Agent, this document will always have preference.
- 28.7** Client will be liable for all legal fees of an attorney and own client scale in the event that the Agent has to engage an attorney to enforce or defend any of its rights or otherwise.

29. Airline Information document

The document attached and entitled **AIRLINE CONDITIONS OF CONTRACT AND OTHER IMPORTANT NOTICES and CAR HIRE TERMS AND CONDITIONS** is herewith incorporated by reference and will form part of this agreement as if specifically incorporated.

Thus, done and signed at _____ on this the _____ day of _____ 20_____.

CLIENT SIGNATURE

ON BEHALF OF (Client Name)

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AIRLINE CONDITIONS OF CONTRACT AND OTHER IMPORTANT NOTICES

Notice of liability limitations

- 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.
- 2 Where the Montreal Convention applies, the limits of liability are as follows:
 - 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, 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.
 - 2.2 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.
- 3 Where the Warsaw Convention system applies, the following limits of liability may apply:
 - 3.1 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 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.
 - 3.2 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.
 - 3.3 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.
- 4 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.
- 5 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.

Notice of contract terms incorporated by reference

- 6 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.
- 7 If your carriage is by more than one carrier, different Conditions, Regulations and any applicable tariffs may apply for each carrier.

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- 8 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.
- 9 The Conditions may include, but are not restricted to:
- Conditions and limits on the carrier's liability for the bodily injury or death of passengers.
 - 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.
 - Rules for declaring a higher value for baggage and for paying any supplementary fee that may apply.
 - 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.
 - Claims restrictions, including time limits by which passengers must file claims or bring actions against the carrier.
 - 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.
 - 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.
 - 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.
- 10 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.
- 11 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.

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 Agent and that the Agent cannot be held liable for any lost revenue / opportunity or trauma experienced as a result of action by the Third-Party Supplier.

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 carry-on 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.

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

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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).

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.

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.

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.

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 Agent 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 Agent'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 the Agent 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 Agent's affiliated companies, airlines and subcontractors."

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), or as advised by our travel consultant. 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).

Force Majeure

The Agent 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 the Company.

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PERSONAL DATA COLLECTION AND PRIVACY POLICY

What is personal information?

Personal information is information which relates to a living individual who can be identified from that information, or from that information and other information in a person's possession, including any expression of opinion, whether true or not, and whether recorded in material form or not, about an identified or reasonably identified individual, and any indication of intention in respect of an individual.

How do we collect personal information?

Where practical, we will collect personal information directly from you. Generally, this collection will occur when you deal with us either in person, by telephone, letter, facsimile, email or when you visit our website. We may collect personal information about you when you purchase or make enquires about travel arrangements or other products and services, when you enter competitions, when you register for promotions, when you subscribe to receive marketing from us (e.g. e-newsletters) or when you request brochures or other information from us. We may also collect your personal information when you complete surveys or provide us with feedback.

In some circumstances, it may be necessary for us to collect personal information about you from a third party. This includes where a person makes a travel booking on your behalf which includes travel arrangements to be used by you (e.g. a family or group booking). Where this occurs, we will assume you have consented to your personal information being collected by us and to us handling it in accordance with this Policy. You should let us know immediately if you become aware that your personal information has been provided to us by another person without your consent.

What personal information do we collect?

Generally, the type of personal information we collect about you is the information that is needed to facilitate your travel arrangements and bookings and to arrange travel-related services and products on your behalf. For example, we may collect details such as your name, residential address, mailing address, telephone number, email address, credit/debit card details (including card type, card number, security number and expiry date), passport details, frequent flyer details, and information about your dietary requirements and other details relevant to your travel arrangements or required by the relevant travel service providers (e.g. airlines, accommodation or tour providers). When you make contact with us for other purposes, we may also collect personal information about you in relation to those purposes. For example, we may collect your personal information so we can contact you about a competition you have entered (e.g. if you win) or to respond to an enquiry or feedback form you have sent to us. We also collect information that is required for use in the business activities of Jenny's Travel CC and our related entities, including for example, financial details necessary in order to process various transactions, and any other relevant personal information you may elect to provide to us.

We will not, in any circumstance collect personal information from you pertaining to your religious or philosophical beliefs, race or ethnic origin, trade union membership, political opinions, health or criminal behavior.

When we act as agent

When we book products and services for you, we usually do so as agent for or on behalf of travel service providers. This means that we usually collect personal information about you both for our internal purposes (e.g. to process your booking), and on behalf of the parties for whom we act as agent, for their internal purposes (e.g. to provide the booked services). Accordingly, the consent you provide under this Policy to the collection and use of personal information by us, applies equally to the parties whose products and services we sell. For example, if you purchase

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a flight from us, then under this Policy you will have consented to your personal information being provided to the airline to enable your flight to be booked.

We act as agent for or on behalf of many thousands of travel service providers, so it is not possible for us to set out in this Policy all of the travel service providers for whom we act nor exactly how each of these travel service providers will use your personal information.

The rights of owners of personal information (you as client)

You may exercise certain rights regarding their Data processed by the Agent.

In particular, you have the right to do the following:

- **Withdraw your consent at any time.** You have the right to withdraw your consent where you have previously given your consent to the processing of your Personal Data.
- **Object to processing of their Data.** You have the right to object to the processing of your Data if the processing is carried out on a legal basis other than consent.
- **Access your Data.** You have the right to learn if Data is being processed by the Agent, obtain disclosure regarding certain aspects of the processing and obtain a copy of the Data undergoing processing.
- **Verify and seek rectification.** You have the right to verify the accuracy of your Data and ask for it to be updated or corrected.
- **Restrict the processing of your Data.** You have the right, under certain circumstances, to restrict the processing of your Data. In such a case, the Agent will not process your Data for any purpose other than storing it.
- **Have your Personal Data deleted or otherwise removed.** You have the right, under certain circumstances, to obtain the erasure of their Data from the Agent.

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CAR HIRE TERMS AND CONDITIONS

A. The Agreement:

These General Terms & Conditions, together with the terms detailed in the Car Rental Voucher to which these General Terms & Conditions are ancillary, constitute the terms of the agreement between us, JENNY'S TRAVEL CC (hereinafter: "JENNY'S TRAVEL", "we" or "us") and you, the car renter whose details appear on the voucher (hereinafter: the "Renter" or "you"), with respect to any transaction of car rental executed by the Renter through JENNY'S TRAVEL (hereinafter: the "Car Rental Transaction").

B. The Voucher:

Upon making a reservation for a Car Rental Transaction we will issue you a voucher which contains a summary of the principles of the Car Rental Transaction, as well as a copy of these General Terms & Conditions (hereinafter: the "Voucher").

Please carefully read the summary of the Car Rental Transaction detailed in the Voucher. If after receiving the Voucher, you discover discrepancy in the terms of the Car Rental Transaction contained in the Voucher, please inform us of this as soon as possible.

The Voucher is personal and cannot be transferred or assigned.

C. Supplements Not Included in the Voucher:

The Voucher contains a summary of the principal terms of the Car Rental Transaction, as well as a list of items included in the rental fees paid by you through JENNY'S TRAVEL. Additional items, which are not expressly indicated in the Voucher as part of the terms of the Car Rental Transaction (including any items which the Voucher expressly refers to as: "Not included in this Voucher"), are not part of the Car Rental Transaction.

These items also include, but are not necessarily limited to, additional equipment or special requests, which you may add to the Car Rental Transaction (such as: additional driver's insurance, young driver's insurance, drop-off fees, baby or child seat (the installation of which is under the sole responsibility of the Renter), snow chains or winter tires (the installation of which is mandatory under certain weather or road conditions), ski rack, handling fees in case of damage, handling fees for traffic or parking tickets, navigation system, special requests for bringing or picking up the car, receiving or picking up the car outside of business hours, delay in dropping off the car etc.). The costs of these supplements shall be indicated in the Voucher and these, together with the cost of any other supplement you may order directly from the Car Supplier upon picking up the car, shall be collected by the Car Supplier directly and exclusively.

Any such supplement not specified in the Voucher in advance and in writing as approved by the Car Supplier (in the Pre-booked Items section) is subject to availability with the Car Supplier only at the time of pick-up of the car.

D. Pre-Conditions for Executing the Car Rental Transaction:

Upon picking up the car from the pick-up station indicated in the Voucher (hereinafter: the "Pick-Up Station") you, and any additional driver who wishes to be registered as a driver in the Car Rental Agreement (hereinafter an "Additional Driver"), must present all the following certificates and documents together and which must be valid:

1. The Voucher;
2. A permanent South African driver's license in your name and in the name of any Additional Driver (issued in plastic with a photo);
3. An international driver's license (issued to the driver as well as any additional driver) together with a valid South African driver's license is required for any country outside South Africa;
4. A valid South African passport of the driver and any additional driver;
5. An international credit card issued in name of the primary driver;
The international credit card required to present at the time of pick-up of the car must be listed as an accepted credit card in the "Other Terms" (hereinafter: the "Credit Card"). The Credit Card shall be used to ensure the payments and supplements which you will be obligated to pay in addition to the car rental fees included in the Voucher. The Credit Card shall also serve as a deposit for the car rental company providing

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the rental car as specified in the Voucher (hereinafter: the "Car Supplier"). The minimum deposit amount will be equal to the deductible fees amount indicated in the Voucher under section: "Policies - CDW Excess/TP Excess" plus fuel costs and other charges which may apply in the Car Rental Transaction.

Please note, you must verify in advance whether the Credit Card has a sufficient credit line for the deposit. The Car Supplier shall not accept any cash, cheque, or other means of payment other than the Credit Card indicated in the Voucher as form of payment and/or as a deposit. Please note, if you have ordered a luxury car, you may be required to present the Car Supplier with two Credit Cards as a deposit and such provision will be indicated in the Voucher.

In addition to the required certificates and documents mentioned above, at the time of pick-up of the car from the Pick-Up Station you shall be required to sign a car rental agreement with the Car Supplier with respect to the Car Rental Transaction (hereinafter: the "Car Rental Agreement").

The presentation of the documents and certificates mentioned above and signing of the Car Rental Agreement constitute a precondition to the execution of the Car Rental Transaction. Please note, if you fail to present any of the foregoing documents or certificates, or in case of discrepancy in your details or in those of any Additional Driver as indicated in the documents and approvals which you are required to present upon signing the Car Rental Agreement, or if you shall fail to sign the Car Rental Agreement - the Car Rental Agreement shall not be executed and this will be considered as a "No Show" on your behalf to the Pick Up Station. In such event, we will be entitled to charge you for No Show Fees at the rate indicated in the Voucher, under the section "Policies - No Show fees".

In addition, the Car Supplier may refuse to deliver a car to any person who does not meet the Car Supplier's rental policy, and this matter is subject to the Car Supplier's sole discretion. In the event of the Car Supplier refusing to execute the Car Rental Transaction and/or to deliver the car to you under the Car Rental Agreement, as specified above, we will not be responsible to arrange alternative means of transportation to you and your party and shall not be liable to any other damage incurred by you or your party under such circumstances. In such an event the Car Rental Transaction shall be cancelled, and we shall refund all payments we have collected from you. From our experience, set out below are several typical cases in which the Car Supplier may refuse to deliver the car to you (there might be additional events):

- a. If you arrive at the Pick-Up Station under the influence of alcohol or drugs or in any other state which according to the representative of the Car Supplier renders you unfit for driving; or if upon or about signing the Car Rental Agreement you have acted inappropriately.
- b. If you have arrived at the Pick-Up Station in a medical state which restricts you from driving the car ordered by you, either temporarily (for example, broken limbs) or permanently (for example, disability). If such limitation exists, we recommend that, you inform us in advance as soon as possible so we can verify with the Car Supplier if the Car Supplier will allow you the use of the car in your medical state (in case of a temporary disability) or if the Car Supplier may provide a car suitable to your needs (in case of a permanent disability) in order to avoid any unpleasantness and unnecessary damage;
- c. If it is determined that you are listed in the blocked customers list of the Car Supplier or any of its affiliates (the "Blacklist"). Please note, if you have received notice from a car rental company of its refusal to rent you a car and/or of your inclusion in a Blacklist, we recommend that you notify us of this as soon as possible so we may ensure in advance that the Car Supplier will indeed provide you with the car you have ordered.

E. The Car Rental Agreement:

The Car Rental Transaction is subject to the terms of the Car Rental Agreement executed between you and the Car Supplier at the time of pick-up of the car, as described above. Please carefully read the terms of the Car Rental Agreement before signing it (the Car Rental Agreement is drafted in English). At your request we can provide you with a copy of the Car Rental Agreement in advance. In any event that, prior to signing the Car Rental Agreement, you shall find any discrepancy between the summary of terms of the Car Rental Transaction specified in the Voucher and those specified in the Car Rental Agreement, you are requested to notify us of this as promptly as possible and in any event before signing the Car Rental Agreement.

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Please note, the Car Supplier bears the sole and exclusive responsibility for the execution of the Car Rental Transaction in accordance with and subject to the terms specified in the Car Rental Agreement. JENNY'S TRAVEL is not a contracting party to the Car Rental Agreement and does not assume any responsibility for its execution by the Car Supplier or for any malfunctions or other faults which are beyond its control (unless JENNY'S TRAVEL knew or should have known in advance of such malfunctions or faults).

We recommend that you keep a copy of the Car Rental Agreement and any other document related to the Car Rental Transaction, including documents pertaining the drop-off of the car, in case of future inquiry related to the Car Rental Agreement signed by you.

Set out below is a general description of the principles of the rental terms of the car rental agreement of most Car Suppliers with whom we engage. This general description is for convenience purposes only. For the removal of doubt the only binding terms with respect to the Car Rental Transaction are those specified in the Car Rental Agreement:

- The Rented Car:

The car type, manufacturer, model, year of manufacturing, engine capacity, trunk size and fuel type indicated in the Voucher are for illustration purposes only and are not guaranteed.

The Car Supplier may, under its discretion and in accordance with its current inventory at the time of pick-up of the car, deliver to you a car which according to the Car Supplier's definition is equivalent or of greater value to the Car indicated in the Voucher, or a Car in an equivalent car category or from a higher car category to the car category indicated in the Voucher.

- Pick-Up and Drop-Off of the Car:

The car will be reserved for you up to one hour after the Pick-Up time prescribed in the Voucher or until the closing time of the Pick-Up Station (the earlier of the two). Please note, the closing time of the Pick-Up Station is indicated in the Voucher, however, the operating hours of the Pick-Up Station may vary due to holidays or local events. Please note, the Car Supplier is not obligated to wait for your arrival, and if you fail to arrive at the Pick-Up Station at the time indicated in the Voucher this may constitute a No-Show on your part. If you know of any expected delay in your arrival to the Pick-Up Station (such as a flight delay), we recommend that you inform us of this in advance, as soon as possible, so we can verify if you may pick up the car or alternatively so that we may try and assist you in finding a different reasonable arrangement with the Car Supplier (although we do not guarantee that we shall succeed in making such an arrangement). Please note, we will not be responsible for any damage incurred by you as a result of a late arrival to the Pick-Up Station, if you fail to inform us of such expected delay immediately after becoming aware thereof.

Please note, if the car is delivered to you outside of the Pick-Up Station's operating hours or is dropped off by you outside of the Drop-Off Station's operating hours, you will be charged an additional payment for such service in accordance with the rate indicated in the Voucher.

Upon picking up the car, you will be required to sign documents indicating the condition of the car at the time of its pick-up. We recommend that you check the car before leaving the Pick-Up Station and verify that if any damage to the car exists, these will be specified clearly in the Car Rental Agreement. If you drop-off the car outside the operating hours of the Drop-Off Station you shall be responsible for any damage incurred to the car until the car is collected by the Car Supplier.

In the event the car is dropped off unreasonably dirty, as determined solely by the Car Supplier, the Car Supplier may, charge you for special cleaning fees. Many Car Suppliers prohibit smoking in the car. In such an event, if you drop off the car with evidence of smoking (such as stubs, ashes, odour of smoke etc.) the Car Supplier may charge you for special cleaning fees.

- Restrictions of Age and Experience:

Most Car Suppliers require, as a precondition to the execution of the Car Rental Transaction, that the minimum age of the Renter and any Additional Driver be 21 years old. Please note, some Car Suppliers may also require, as a precondition to executing the Car Rental Transaction that the age of the Renter and any Additional Driver shall not exceed a particular maximum age. If your age or the age of any Additional Driver exceeds 70, we recommend that you verify in advance the Car Supplier's policy in this matter.

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In addition, most Car Suppliers also require that the Renter and any Additional Driver shall have a minimum driving experience of 12 months.

The policy relating to the Renter's age and any Additional Drivers and the minimum driving experience they hold is determined by the Car Suppliers, at their sole discretion, and according to the legal restrictions applicable in the relevant country, such restrictions may vary from time to time, from country to country and from one car group to another. Also, certain Car Suppliers may charge additional payment for renting a car to a young driver (usually from the age of 21 and below the age of 25) or to a senior driver (usually above the age of 75). Therefore, you must verify in advance that your age meets the Car Supplier's policy with respect to the Renter's age.

- Fuel:

In most cases, the car shall be delivered to you with a full tank of fuel. Accordingly, you shall be required to return the fuel tank in the same condition as it was delivered to you. In case of fuel shortage in the tank when the car is returned, you will be charged according to the rate determined by the Car Supplier at its sole discretion, in addition to special refuelling fees. We recommend that you keep the last fuelling receipt and the car Drop Off report which will be filled when dropping off the car for any case of future inquiry in this respect. In cases where you shall purchase a prepaid fuel tank, no refund will be given for unused fuel by you.

In any event, we recommend that upon pick-up of the Car you shall check the fuel gauge in the car in order to ensure that the condition of the fuel tank is consistent with that specified in the Car Rental Agreement.

Please note, in the event of refuelling the car in violation of the manufacturer's instructions specified on the sticker on the fuel tank inlet cover, the Car Supplier shall charge you for the costs of repair of any damage incurred to the car as a result of this, including any incidental expenses (as well as costs of towing and repair and out of use fees). Such damage is not covered under the insurance coverage you shall procure. It is under your sole responsibility to verify the appropriate type of fuel for the car.

Please note, when driving in areas where it is expected to ice or snow you should be prepared in advance with an "Antifreeze" fuel liquid.

- Travelling between Countries:

There may be restrictions in the Car Rental Agreement on crossing borders outside the country of the Pick-Up Station. The Voucher may include limitations with respect to traveling between countries under section "Other Terms- Border crossing information". In any event, if you decide to cross borders outside of the country in which you picked- up the car, it is your responsibility to inform our reservation center, and alternatively receive the Car Supplier's approval, under the Car Rental Agreement, for your expected travel route. Please note, if you fail to act in accordance with the foregoing, some of the insurance coverages specified in your Voucher may not be valid. Likewise, if you wish to cross borders, during the rental period, the Car Supplier may charge you with an additional amount, including border crossing fees between certain countries.

- Satellite Navigation System (GPS):

In the event that the terms of the Car Rental Transaction include a satellite navigation system, it is clarified that we cannot guarantee that the navigation system be of a certain type (including whether mobile or fixed). There is a wide variety of satellite navigation systems.

In any event, it is your responsibility to return the navigation system you received in a good and intact condition on all its parts. In case you return the navigation system in an improper condition or with parts missing, you will be charged for repair costs of the satellite navigation system up to the deductible fees rate prescribed in the Car Rental Agreement for such item.

The maps included in the navigation system are usually suitable for only the country in which the Pick-Up Station is situated. If you intend to cross borders outside of the country of the Pick-Up Station and you wish to make use of a navigation system, we recommend you verify with the Car Supplier, at the time of picking up the car, the scope of the maps included in the navigation system.

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Please note, we are not responsible for any damage incurred as a result of malfunctions or faults in the satellite navigation system, or the improper use of this system. We recommend that when picking up the car, you should check the proper function of the navigation system and ensure that you know how to operate it, and that for any query on the matter, you should contact the Car Supplier before beginning your drive.

- Mechanical Problems:

It is the responsibility of the Car Supplier to provide you with a car in a general proper condition without any faults or defects (except those listed by the Car Supplier at the time of picking up the car). However, during the rental period, mechanical problems may occur in the car. In any event of malfunction as aforesaid (including in the event of a display of a warning light in the car) or any other problem during the rental period of the car, you must notify the Car Supplier and/or the roadside assistance services of the Car Supplier directly and immediately, and act according to their instructions (usually the contact numbers of the Car Supplier and/or the roadside assistance services appear in the Car Rental Agreement and/or on the rental car key chain).

In case of a mechanical problem in the car, the Car Supplier shall handle your request or guide you on how to operate, all in accordance with its procedures and discretion. Please note, if the Car Supplier offers you a car replacement, there is no guarantee that the car replacement to be offered to you will be of the same car group ordered by you.

Please note, although JENNY'S TRAVEL is not responsible for mechanical problems or malfunctions in the car (unless JENNY'S TRAVEL knew or should have known of them in advance), if you contact us immediately upon first becoming aware of the mechanical problem, we will try to assist you in finding a reasonable solution with the Car Supplier (however we do not guarantee that we shall succeed in making such an arrangement). In certain events, the Car Supplier may offer you a refund of direct expenses incurred by you in repairing the mechanical problems in the car (such as hotels, trains, flights, renting a more expensive car, telephone calls etc.) however, such refund requires the expressed approval of the Car Supplier or of JENNY'S TRAVEL. Without a prior written approval as aforesaid no refund, compensation or differences will be paid to you.

- Flat Tyre and Other Tyre Damages

A flat tyre or other tyre damage does not constitute a mechanical problem and the repair of these damages is under your sole responsibility. In the event of a flat tyre or other damage to the car's tyres, the Car Supplier is not obligated to send towing services and is not obligated to provide you with a car replacement. Please note, according to international regulations, it is not mandatory to have a spare tyre in the car, only a temporary repair kit is required until the tyre is replaced. Moreover, in certain countries, such as the UK, according to the national regulations, the car rental companies do not equip the car with a spare tyre or a temporary repair kit and operate a designated flat tyre repair road service team.

Therefore, in countries in which the car is equipped with a spare tyre or a temporary repair kit, we recommend that when picking up the car you verify the location of the spare tyre and how to replace it or alternatively, you verify that you know how to operate the temporary repair kit. Please note, if the car includes a spare tyre, this tyre might be smaller than the remaining tyres. Immediately after replacing the tyre which was damaged with the spare tyre or temporarily repairing the damaged tyre, you must drive to a suitable garage to repair the flat tyre. In countries in which the car is not equipped with a spare tyre or a temporary repair kit (such as the UK), we recommend you will verify the contact methods with the designated road service team. We will not be responsible for any damage incurred as a result of a flat tyre or tyre damage caused to the car tyres as aforesaid.

- Accidents

In any event of an accident, you must report this directly and immediately to the Car Supplier and to the local police. We recommend that you do so even if you believe no damage was incurred to the car. According to the Car Supplier's guidelines, you will have to complete a damage report and deliver it to the Car Supplier, and you will also be required to cooperate with the Car Supplier and act according to its directions. If you fail to act accordingly, the Car Supplier may charge you for damages incurred to it as a result.

Please note, if an accident is caused by your negligence or in any other circumstances in which the insurance coverage of the insurer is excluded, you shall be responsible for all the damages incurred to the Car Supplier.

Please note, in case of an accident the Car Supplier is not obligated to provide you with a car replacement. Although JENNY'S TRAVEL does not bear any responsibility for damages resulting from accidents, if you contact

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us on the matter, we will try to assist you in finding a reasonable solution with the Car Supplier (although we do not guarantee that we shall succeed in making such an arrangement).

- Traffic Laws, Fines and Surcharges:

Traffic laws vary from country to country, it is your sole responsibility to verify these laws in every country you wish to use the car and to comply with them. According to the Car Rental Agreement, you bear the sole and exclusive responsibility to any damage incurred as a result of the failure to uphold the traffic laws of the country in which you are using the car or as a result of any violation of such laws. Please note, in certain countries there is an exclusion to the insurance coverage due to failure of upholding traffic laws, thus if damage is caused due to such failure or your violation of such traffic laws, the insurance coverage shall not apply. We recommend that you verify in advance what are the traffic laws in each country as mentioned above.

Payment of traffic fines and parking tickets, including special handling fees collected by the Car Supplier, road tolls, government surcharges, stickers for traveling on highways which can be purchased at border stations (for example in, Austria, Switzerland, Hungary, Slovenia, etc.), stickers for "green" traveling in city centres etc., are usually not included in the Voucher and it is under your sole responsibility to pay such fines and tickets and/or to verify the need for the required stickers and purchase them in the relevant countries where you will use the car. Please note, fines and tickets charged upon you, which are not paid by you during the rental period, will be sent to you, in most cases, by the Car Supplier or directly by the relevant authority. We are not responsible for the delivery, non-delivery, or delays in delivery of such fines and tickets and are not responsible for any doubled fine or any other payments charged upon you for any such delay.

- Insurance Policies:

The terms of the insurance coverage included in the Car Rental Transaction are those specified in the Car Rental Agreement. The types of insurance coverage included in the Car Rental Transaction are indicated in the Voucher; however, the terms of the insurance coverage included in the Car Rental Transaction and the exclusions of the insurance coverage vary from one Car Supplier to another and from country to country and there might be substantial differences between them.

Therefore, you must verify in advance that the type of insurance coverage indicated in the Voucher, as well as the insurance terms and the exclusions thereof, meet your needs. In addition, we recommend that you check with the Car Supplier upon picking up the car or prior to that what are the exclusions to the insurance coverage included in the Car Rental Transaction.

Below are the details of the main types of insurances customary among the various Car Suppliers:

North America (U.S.A. and Canada)

- LDW Insurance (Loss Damage Waiver) or CDW (Collision Damage Waiver)

This type of coverage covers property damages to the rental car during the rental period, including theft.

In any event of damage as aforesaid you may be charged deductible fees in the amount prescribed in the Voucher under the section "Policies- CDW Excess/TP Excess", even if the damage was caused by a third party and not at your fault. If the damage was caused by a third party, we recommend that you update the Car Supplier of this and act according to its instructions. In some cases, if you follow the Car Supplier's instructions and the Car Supplier determines that the damage was not your fault, the deductible fees might be returned to you by the Car Supplier.

- Third Party Insurance

This type of insurance covers the liability of the Renter to property damage and/or personal injury which might be caused by a third party during your use of the car.

Third party insurance included in the Car Rental Agreements in North America provides only minimum coverage to the car renter or to additional drivers listed in the Car Rental Agreement. Therefore, we recommend that you purchase through us or the Car Supplier an extended coverage to the insurance coverage. This extension is called SLI - Supplement Liability Insurance or EP- Extended Protection.

Please note, this insurance does not include insurance coverage in case of personal injuries to the driver or to the passengers of the car or to their personal property. Therefore, we recommend that you separately purchase

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an appropriate insurance coverage to meet your needs, or alternatively verify with the Car Supplier, at the time of picking up the car, which additional insurance coverages are offered by it for that purpose.

Europe and the Rest of the World

- CDW/LDW Insurance - (Collision Damage Waiver or Loss Damage Waiver)

This type of coverage covers the liability of the Renter in case of property damage to the car during the rental period, excluding theft.

In most cases and destinations, you will be charged deductible fees in case of damage to the car in the amount prescribed in the Voucher under section "Policies - CDW Excess", even if the damage was caused by a third party and not at your fault. If the damage was caused by a third party, we recommend that you update the Car Supplier of this and act according to its instructions. In some cases, if you follow the Car Supplier's instructions and the Car Supplier determines that the damage was not your fault, the deductible fees might be returned to you by the Car Supplier.

- TP Insurance (Theft Protection)

This type of insurance covers the liability of the car renter in case of theft of the rental car or parts thereof or in case of damage to the rental car due to attempted theft or parts thereof.

In most cases and destinations, you will be charged deductible fees in case of theft or an attempted theft, in the amount prescribed in the Voucher under section "Policies - TP Excess".

- Third Party Insurance

In most cases and destinations, this type of insurance is included in the CDW coverage mentioned above. However, please note, this insurance does not cover personal injury to the driver and the passengers or to their personal property. In addition, in certain jurisdictions (e.g., South Africa), the coverage proposed to be included in such insurance may contain various limitations prescribed by local law (such as: limitations on the account of coverage, the coverable events and more). Therefore, we recommend that you separately purchase an appropriate insurance coverage to meet your needs, or alternatively verify with the Car Supplier, at the time of picking up the car, which additional insurance coverages are offered by it for such purpose.

- Super CDW Insurance

This type of coverage entitles the Renter to a full exemption from deductible fees in case of damage to the rental car (excluding administration fees which will be collected directly by the Car Supplier regardless of the type of damage). Please note, similar insurance coverages may be offered, occasionally, by insurance companies or other third parties. Therefore, if the Voucher includes Super CDW insurance you should ensure that you do not purchase similar insurance coverages. No refund shall be given for multiple insurances.

- Super TP Insurance

This insurance coverage entitles you to an exemption from deductible fees in case of car theft (excluding administration fees which shall be collected directly by the Car Supplier). Please note, a similar insurance coverage may occasionally be offered by insurance companies or other third parties. Therefore, if the Voucher includes Super TP insurance you should ensure that you do not purchase a similar insurance coverage. No refund shall be given for multiple insurances.

Important Notes Applicable to All Insurance Coverages-

1. It is important that you review the terms of the insurance coverages included in the Voucher, their restrictions and exclusions. The insurance coverages offered by the Car Suppliers are restricted and their terms are subject to the terms of the Car Rental Agreement and the exclusions detailed therein.

In general, insurance coverages for car damage will be excluded in different cases including (but without limitation) in cases of damage to the car caused by a wilful act, due to the use of the car by an unauthorized driver, due to driving under the influence of drugs or alcohol, due to forbidden use of the car such as driving on unpaved roads, due to subletting the car to a third party, due to negligent use of the car, due to failure to comply with local traffic laws or due to violation of the Car Rental Agreement by you (for example failure to return the car at the end of the rental period).

Furthermore, please note that these insurance coverages usually do not cover damages incurred to the lower chassis of the car, clutch, upholstery or window panes, damages to the tyres or repair of flat tyres and any related expenses, towing fees or spare key costs as well as damages incurred to the content of the car or of its

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passengers.

Insurance coverage for theft may include exclusion in circumstances in which the theft was enabled due to the Renter's negligence and in such event the Car Supplier may charge you with the full value of the car.

There might be additional exclusions to the insurance coverages offered by the Car Suppliers which vary from one supplier to another. Therefore, we recommend you check with the Car Supplier at the time of picking up the car, or beforehand, which exclusions apply to the insurance coverage under the Car Rental Agreement.

Please note, as a pre-condition to the insurance coverage you are required to report immediately of any theft, damage or other insurance event incurred to the car during the rental period to the local police and to the Car Supplier and to present substantiating documents of such event. You must follow the instructions of the Car Supplier and the local police in any such event and must fully cooperate with them. If as a result of an act or omission by you or by any person on your behalf, the insurance coverage does not apply, for example in circumstance where an exception to the insurance coverage applies, the Car Supplier may demand compensation from you for the full damage incurred to it.

2. The terms of the Car Rental Transaction do not include medical insurance and/or personal injury or property damage insurance to you, to any Additional Driver and/or to the passengers of the rental car, including with respect to damages resulting from a car accident which may have occurred during the use of the rental car. Therefore, you must ensure to independently purchase an insurance coverage in accordance with the terms of the insurance coverage to meet your needs.

In any event, we will not be responsible for personal injury and/or property damage incurred to you, to any Additional Driver and all other passengers of the rental car.

3. The terms of the Car Rental Transaction do not include any insurance coverage for the period exceeding the duration of the rental period. Therefore, we recommend that you purchase separately an insurance coverage that meets your needs.

4. When signing the Car Rental Agreement, the Car Supplier may offer you additional insurance coverages, some of which might be included in the Voucher. It is your responsibility to ensure whether such insurance coverages are included in the Voucher or not. Please note, if under the Car Rental Agreement, you shall purchase additional insurance coverages, you will be solely and exclusively responsible for the costs of such coverages and you shall not be entitled to any refund from JENNY'S TRAVEL with respect to the purchase of such additional coverages as mentioned above, even if such coverages provide similar or overlapping insurance coverages to those included in the Voucher.

F. Taxes

The amounts stated in the Voucher regarding the supplements intended to be paid upon picking up the car and which are not included in the price of the Car Rental Transaction, do not include VAT or other local mandatory payments.

G. The Car Rental Period

The car rental period stated in the Voucher is calculated on a 24-hour unit basis. In any event of delay or change in dropping off the rental car, you must update us or the Car Supplier accordingly. In any event of delay in dropping off the car or extending the rental period exceeding the number of days stated in the Voucher or exceeding the hour stated under section "Drop off time", if the delay extends beyond the Grace Period indicated in the Voucher, the Car Supplier will charge you the additional fee in accordance with the local pricelist of the Car Supplier (which might be higher than the rental fees agreed between you and JENNY'S TRAVEL) plus insurance coverage costs, VAT charges and other local mandatory charges. Such payment shall be collected for full rental days without the option of payment for part of a rental day. In the event of an early drop off of the car you will not be entitled to a refund for the days in which you did not use the car.

H. Changes and Refunds:

- Changes in the Car Rental Transaction prior to picking up the car: In the event that you request to change the terms of the Rental Car Transaction or the other items indicated in the Voucher or in the Car Rental Agreement (including: change of the car group, change of the Pick-Up Station or Drop-Off Station of the car, the duration of the rental period of the car, change of the car renter's details, etc.) after the Voucher has been issued, we will be entitled to charge you with extra fees for effecting the change (in addition to any additional fees you will be

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charged for changes resulting in additional costs). The fees collected from you for effecting such requested changes after the Voucher has been issued will be indicated in the Voucher under section "Policies - Change Fee".

- Changes in the Car Rental Transaction when picking up the car: Any changes made by you when picking-up the car at the Pick-Up Station, whether it is a change in the terms of the Car Rental Transaction or the items detailed in the Voucher or the Car Rental Agreement (including: change of the car group, change of the Pick-Up Station or Drop-Off Station or the duration of the rental period of the car, change of the car renter's details, etc.) is solely your responsibility with the Car Supplier (if you do not update us of these changes in a timely manner, we will not be aware of their existence). Please note, the Car Supplier might require different fees to make the requested changes to the Car Rental Transaction. We recommend that before making any changes to these terms you should inquire with the Car Supplier, in advance, what are the fees associated with the changes requested by you and what additional conditions and consequences these changes may cause.

- Refunds: The rental days indicated in the Voucher are consecutive in accordance with the dates specified in the Voucher and in any case cannot be divided into separate rental periods. No refund shall be given for partial use of the Voucher.

I. Cancellation of the Car Rental Transaction:

In the event that you cancel the Car Rental Transaction after the ticketing date, we will be entitled to charge you with cancellation fees in the amount detailed in the Voucher under section: "Policies - Cancellation fee". In the event that you cancel the Car Rental Transaction within two days of the day detailed in the Voucher as the pick-up date or if you fail to show up at the Pick-Up Station on the said date, we will be entitled to charge you with no show fees in the amount detailed in the Voucher under section: "Policies - No Show fees".

J. JENNY'S TRAVEL and its Activities

JENNY'S TRAVEL acts as the intermediary between the customer and the car rental company. The customer enters into a contract with JENNY'S TRAVEL where the customer utilises JENNY'S TRAVEL to obtain access to a rental car. JENNY'S TRAVEL's responsibility is to make the reservation on behalf of the customer, and to ensure that the rental voucher is issued, and to obtain payment for said rental.

We serve as an intermediary to connect between you and the Car Supplier in all matters connected or related to the Car Rental Transaction. Therefore, the performance of the Car Rental Transaction by the Car Supplier is not under our control and the responsibility deriving from that lies solely and exclusively on the Car Supplier in accordance with and subject to the terms of the Car Rental Transaction detailed in the Car Rental Agreement. When you sign the Car Rental Agreement you fully, completely, and absolutely exempt us from any responsibility for any demand, claim or damage connected to any discrepancy between the terms of the Voucher and the terms of the Car Rental Agreement and/or the performance of the Car Rental Transaction by the Car Supplier or by you. Notwithstanding the aforesaid, the said exemption shall not apply to malfunctions and/or faults in the performance of the Car Rental Transaction which JENNY'S TRAVEL knew or should have known of in advance.

Although we are not responsible for the performance of the Car Rental Transaction by the Car Supplier (or by you), and without us assuming any responsibility as aforesaid - if you inform us of any problem at the time of picking-up the car or during the performance of the Car Rental Transaction, we will undertake to assist you in your requests and/or claims against the Car Supplier (however we do not guarantee to succeed in this). Please note, if you fail to immediately inform us of a problem in picking-up the car we will not be able to assist you and shall not be responsible for any damages incurred by you as a result thereof.

You may contact us through one of the following channels:

- In writing by email - at info@jennystravel.co.za; or

- By telephone, at 012-347-8891

- In case of emergencies only you may also contact us by telephone on 012-347-8891.

It is hereby clarified that JENNY'S TRAVEL does not serve as an agent, representative or operator of the Car Supplier, does not bear any responsibility for the Car Supplier's acts or omissions and is not authorized to receive any legal documents or other documents in its name or on its behalf.

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K. Limitations of JENNY'S TRAVEL's Liability

JENNY'S TRAVEL, its employees, managers, representatives and all persons working in its name or on its behalf, shall not bear any responsibility whether directly or indirectly to any of the following: (1) any malfunction, fault or delay of the Car Supplier in providing the car or any other item ordered under the Car Rental Transaction, or any act or omission of the Car Supplier including its violation of the terms of the Car Rental Agreement; which were not under the control of JENNY'S TRAVEL and which JENNY'S TRAVEL was not and should not have been aware of in advance; (2) any damage, loss or indirect, consequential, non-pecuniary loss, including reputational damage, loss of profits or income, time loss, hedonic damage, pain and suffering damage etc; (3) personal injury or property damage which might be incurred to the Renter and to any Additional Driver or passengers as a result of the use of the rental car; and/or (4) any damage, harm or loss caused by force majeure or by any other event beyond the reasonable control of JENNY'S TRAVEL.

In any event, the maximum liability of JENNY'S TRAVEL in any matter relating or connected to its contractual engagement with you under the Car Rental Transaction specified in the Voucher is limited to the amount of the rental fees actually paid by you under the Rental Car Transaction relevant to the cause of action against JENNY'S TRAVEL. You hereby fully, finally and completely exempt JENNY'S TRAVEL from any liability to any payment or damage exceeding the maximum liability amount.

L. Miscellaneous

- Any dispute or disagreements arising between you and the Car Supplier shall be resolved in the jurisdiction set out in the Car Rental Agreement. These General Terms and Conditions are governed by the laws of the South Africa, and any disputes or disagreements arising between you and JENNY'S TRAVEL shall be resolved exclusively by the competent courts in South Africa.

- There shall be no effect to any change or diversion of the terms specified in these General Terms and Conditions or in this Voucher, unless authorized in writing and in advance by us.

- In case of any question or clarification regarding the Voucher you may contact our office during normal business hours as per the contact details specified above.

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