

SCHOOL TOUR CONTRACT BETWEEN MARVEL MEDIA (PTY) LTD TRADING AS TRIPTO.TRAVEL AND THE CLIENT

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Agent of the Company

Any person who acts as an agent of the Company at any time during this agreement.

1.2 Client

Legal Guardian of Learner/Parent of Leaner/Educator/Tour Participant as described in the Tour Registration Form and Contract.

1.3 Company

Marvel Media (Pty) Ltd trading as Tripto.Travel. Adress of the Company: 67 Blackwood Street, The Hills, Pretoria 0184.

1.4 Effective Date

This agreement will come into effect on the date that:

I. The client has completed the online Tour Registration Form and it has been received by the company;

II. and/or the client has paid the deposit and the Company has received it;

III. and/or the client signs or accepts this contract digitally;

from which date the terms and conditions of this agreement become legally binding on the parties.

1.5 EMPLOYEE OF THE COMPANY

At any time during this agreement, any person who is employed by the Company.

1.6 INDEPENDENT CONTRACTOR

Anyone or any entity with whom the Company may, at its sole discretion, decide to contract toward realizing the Tour.

1.7 COMPANY'S BANK ACCOUNT

In accordance with the tour program.

1.8 SIGNATURE DATE

The date on which the client signed this agreement or the client digitally accepted this agreement.

1.9 THE TOUR

The Tour As described and detailed in the Tour Program.

1.10 TOUR MANAGER

The Individual/s appointed by the Company to accompany the Learners and School Representatives at their destination.

1.11 SCHOOL REPRESENTATIVES

Educators or School Staff and/or any other person duly appointed by the school to accompany the learners on the tour.

1.12 THE LEARNERS

All learners taking part in the Tour

1.13 TOUR COST

The cost of the Tour per learner, not including spending money, visa fees, exchange rate fluctuations, and increases in taxes as set out in clause 5 hereunder.

2. THE PURPOSE OF THIS AGREEMENT

The Client wishes to undertake the tour and has appointed the Company to act as its travel agent. As a result, the parties decided to reduce the terms and conditions of their agreement to writing, and this document including but not limited to the Tour program/quotation constitutes the agreement between them.

3. AUTHORITY

3.1 Parties to this agreement hereby confirm their authority to sign or digitally accept this agreement, and further confirm that the Client has full understanding of the terms and conditions of this agreement. This is in addition to the extent and content of the negotiations between the Company and the Client prior to signing.

3.2 Herewith, the Client confirms its authority to enter into this agreement and accept its terms and condition.

4. THE TOUR

4.1 The Tour program will describe the activities to be included in the Tour. The Company has chosen the activities in collaboration with local experts in the vicinity of where the tour will take place. In the event that a Company decides to cancel any activity/ies due to whatever reason, the Company will attempt to replace said activity/ies with another activity.

4.2 It is understood and accepted by the client that the Company is not responsible for any loss incurred by the Client as a result of cancelling any activity, including but not limited to cancelling the activity if the reason is to protect the learners from possible bodily harm or if the activity is cancelled due to circumstances beyond the Company's control. Activities may be arranged in a different order by the Company.

4.3 Participants on the Tour must meet the minimum number of learners outlined in the Tour Program or the Tour price will increase.

4.4 Changes can be made to your booking under certain circumstances. An additional fee may apply. A booking can be changed or cancelled by the Company.

5. TOUR COST PER LEARNER

5.1 The Tour Cost per Learner is the amount specified in the Tour Program for each learner. However, the Tour Cost per Learner amount expressly excludes spending money, visa costs and fluctuations in the exchange rate or increases in taxes or levies.

Tour Price will increase in case the minimum number of learners is not met as per the Tour Program

5.2 The Tour cost is inclusive of only those services specifically listed under Inclusions in the Tour Program. Exclusions specifically mentioned or not included in the Tour Cost will be invoiced and payable by the Client in addition to the tour cost.

5.2 The Tour Cost per Learner is calculated using information and data provided by third parties and is subject to fluctuating exchange rates. The quote is based on prices applicable only on the day of the quotation preparation.

5.3 The Client will be charged for any increases in scheduled airfares, costs of any items, taxes, or levies, including any unfavourable exchange rate changes and will be payable by the Client to the Company when Final Statements are due, usually 9 (Nine) weeks before the Tour departs. There is no obligation on the part of the company to divulge its costs for a tour or additional services.

5.4 Deposits per learner will be paid by the Client to the Company as soon as possible or as stipulated in the payment schedule.

6. PAYMENTS

6.1 Payment are to be made by the Client to the Company as per the payment schedule on the Tour Program by the schedule date into the Company's bank account free from bank charges. Payments received from the Client by the Company shall not bear interest.

6.2 The Company must be notified via email to the Company's email address immediately after payments are made by the client. Clients must pay by EFT/bank transfer.

6.3 Payments of client's money will be allocated by the Company in a manner that it deems appropriate to pay service providers or other related costs and to pay the Company for services rendered.

6.4 Any late registration or deposit payment may result in an increased airfare charge by the airline or other related costs.

6.5 If the Client fails to adhere to this payment schedule it could result in cancellation of bookings beyond the Company's control. The Client herewith accepts the payment schedule and understands that failure to adhere to the schedule could result in cancellation of bookings with suppliers and the Company.

6.6 In the event of a late payments by the Client, the group as a whole is liable for any increased prices resulting from these late payments. Should the Client fail to pay on time, the Company may cancel the tour with no refund, change the tour itinerary, and/or increase the price, and will inform the client of any such changes.

7. CANCELLATION TERMS AND COSTS

7.1 By paying a deposit to the Company the Client is entering into a booking with the Company. There will be cancellation charges if the Client wishes to cancel after paying a deposit. The amount may initially be just a deposit, but can be as much as 100% of the Tour Cost.

7.2 After acceptance of this contract by the Client, any cancellation of participation in the Tour must be made in writing by the Client. This cancellation must be sent to the Company's head office. Cancellations will not be effective until the client has provided the last-mentioned notification in writing to the Company and it is received by the Company.

Cancellation fee due as per table below:

Number of days before departure date if written cancellation advice was received.	% of total tour cost payable by the client
Deposit to 360 days prior	15%
359 days to 250 days prior	30%
249 to 105 days prior	60%
104 to 60 days prior	90%
59 days prior.	100%

Deposits are non-refundable.

7.3 If an increase in tour cost occurs and the Client fails to make the additional payments, the Company shall be entitled to withdraw from this Contract and any further or other agreements with the Client, and the Company shall not be liable for any losses or damages the Client may suffer as a result of this.

8. COMPANY'S RESPONSIBILITIES

8.1 It is the Company's intention to provide a professional service to the Client, to give information about the tour and the possible activities and program that is as accurate as possible, and to inform the Client if any information regarding the tour changes for any reason. It is the Company's responsibility to arrange the Tour, but the Company will not take responsibility for anything beyond its control.

8.2 A basic group travel insurance policy will be arranged by the Company for the Tour Members as per the schedule provided. Clients are responsible for obtaining any additional insurance needed at their own expense

8.3 During the tour, the Company shall appoint a Tour Manager to assist the Client's representatives with any logistical arrangements.

8.4 The Company does not accept responsibility for the actions of the Tour Manager. In the event that the Tour Manager act in an inappropriate manner or is incapable of carrying out their duties, the Company will assist the group with a replacement Tour Manager.

9. THE CLIENT'S RESPONSIBILITIES

The Client undertakes to:

9.1 supply the Company with all required documentation and information for Learners it may have access to.

9.2 provide learners with assistance with the following process:

9.2.1 to obtain a valid passport;

9.2.2 to obtain a visa, should a visa be required for any/all tour members. The client is fully responsible for ensuring that the correct documentation is provided for the visa application and submitted in time.

9.2.3 to obtain all other necessary travel documentation required to participate in the tour.

9.3 The Client takes full responsibility for the conduct of the learners participating on the Tour. The Company reserves the right to terminate with immediate effect any participant whose behaviour breaks the laws of the country visited or is implicated in criminal activity. The tour member/client is responsible for any costs associated with this.

9.4 All children under the age of 18 years must carry extra documentation when leaving or arriving in South Africa under the latest regulations by the Department of Home Affairs. These include certified copies of their unabridged birth certificates, an affidavit from the parents or legal guardians of the child confirming that the teacher has permission to travel with the child; copies of the identity documents or passports of the parents or legal guardians of the child; and the contact information of the parents or legal guardians of the child. Please apply for the certificate now if you do not already have one.

Note that these documents are separate from any visa requirements and are required in addition to any visas required. It should be noted that these requirements may change at any time.

9.5 Each member of the tour is responsible for becoming familiar with all regulations and requirements for passports, visas, and health precautions, and the client is responsible for informing and advising the members of the tour. The above cancellation terms will apply if a tour member cannot attend the tour due to passport or visa problems. In no event will the Company be responsible for any losses that occur to any parties due to theft, loss of documentation in the care of the Company or late documentation, and any of the parties signing this document waive all claims against the Company.

10. RISK OF LOSS OR DAMAGE

The risk of loss or damage to any tour member, including but not limited to bodily harm to a tour member, will not be the responsibility of the Company or its representatives. In addition, the Company will not assume any responsibilities towards any Learner during the Tour.

The Client will assume responsibility for Learners throughout the tour and ensure that all necessary documentation required by law is signed by parents or legal guardians if any Learners are under the age of 18 years.

11. GROUP TRAVEL INSURANCE

As per the schedule provided, the Company will arrange basic insurance for Tour Members and the Client authorizes the Company to make payments on their behalf for travel insurance. As soon as the minimum tour group size is reached, insurance will be arranged on behalf of the group. Payments made on the Client's behalf for travel insurance are not refundable once the insurance company has been paid. Any travel insurance contract is between the Client and the insurer. In the event of a claim denial, the Company bears no responsibility, liability or obligation to support the Client. It is the Client's responsibility to verify the coverage of this insurance to cover any loss or damage of a tour member or to cover medical expenses arising from bodily injury to a tour member. It is the Client's responsibility to assist the Learners or their guardians in arranging any additional insurance cover before the tour begins. The Company may, in his sole discretion, refuse into the tour the entry of any Tour Members who cannot provide sufficient proof of the relevant cover before the tour begins. As the basic cover provided does not cover pre-existing health conditions, the client must inform the Company of any pre-existing health conditions, prior to payment of the deposit.

12. RELATIONSHIPS

12.1 RELATIONSHIP BETWEEN THE COMPANY AND THE CLIENT

During the tour, the Company will act as travel agent for the Client, and will organize the tour on the Client's behalf, and will correspond with the Client directly. As the travel agent for the Client, the Company will manage the tour program during the tour.

12.2 RELATIONSHIP BETWEEN THE COMPANY AND LEARNERS

Before, during, and after the school tour, all learners are under the supervision and control of the School Representatives. The Company or its employees, representatives, agents or independent contractors do not assume any responsibility for the Learners. During the tour, the Company only advises the Client on logistics, but the ultimate control over the Learners and the tour program rests with the School Representatives.

13. AIRLINES

13.1 The Company will not be liable for any damages incurred by the Client should a flight of an airline be cancelled or delayed.

13.2 It is the client's responsibility to confirm the applicable baggage allowance rules directly with the airline before departure. In all instances, the Company is not responsible for excess baggage charges and any costs of excess baggage will be for the Client's account.

14. NON-PERFORMANCE AND INSOLVENCY OF SERVICE PROVIDERS AND CONTRACTORS

In the event that any service provider or contractor appointed by the Company is declared insolvent or fails to perform according to market standards, the Company will not be liable to the Client or School Representatives or the Learners for any damages incurred by the Client or School Representatives or the Learners.

15. PRIVACY POLICY

15.1 The Company's Privacy Policy can be accessed online at <https://tripto.travel/privacy-policy/> and sets forth how the Company will process personal information in accordance with it. The Client agrees, by submitting personal information to the Company, that the Company's Privacy Policy will govern how the Company use and disclose the Client's information, and that the Client's information will be collected, used, disclosed, and otherwise handled as described in the Company's Privacy Policy.

15.2 The third-party service providers and schools whom the Company works with may disclose the Client's personal information, and the Client hereby consents to such disclosure as required by the Protection of Personal Information Act No.4 of 2014, to any third party directly related to facilitating the Client's travel arrangements, bookings, visa arrangements, travel documents from the relevant School, travel insurance arrangements and the provision of travel services/products. The Client agrees to having their personal information, including passport and ID numbers shared with other tour members/guardians. In addition, the Client consents to the Company sharing the Client's personal information with overseas recipients. These recipients may include overseas travel service providers with whom the Client seeks to make a booking. In most cases, the travel service providers will receive the Client's personal information in the country in which they will provide the services to the Client or in which they operate or manage their business. Moreover, the Company may disclose the Client's personal information to the Company's overseas related entities and to service providers within and outside the Republic of South Africa. These overseas recipients will generally receive the Client's personal information in connection with facilitating the Client's travel booking and/or performing administrative and technical services for the Company on the Company's behalf.

15.3 Were the Company discloses the Client's personal information to a third-party overseas recipient, the Client agrees that the overseas recipient may be located in a country with laws protecting personal information that may be less stringent than those in the Republic of South Africa. The Client's requested travel arrangements may require that the Client's personal information be sent to an overseas recipient (other than one of our overseas related entities), the Client agrees that this is at the Client's own risk, and the Company will not be liable or accountable for how those recipients deal with the Client's personal information. The Company may use images and videos of tour participants on social media platforms and marketing materials as needed. The Client must inform the Company in writing if the Client objects to this.

16. COMPLAINTS

If a complaint arises during the Tour, it should first be directed to the supplier of the service. In the event that the service supplier fails to respond effectively, the complaint must be referred to the Tour Manager and then to the Company's head office if the Tour Manager is unable to resolve the complaint.

17. ENTIRE AGREEMENT

17.1 This document, along with the Client's Tour Program, will constitute an agreement between the Company and the Client upon acceptance by the Client of this Contract and/or payment of the stipulated deposit amount as provided in the Client's Tour Program within the prescribed time period.

17.2 It is agreed by the Parties that this Contract, after signing or electronic acceptance by the Client along with the Client's Tour Program, shall constitute the entire agreement between the Parties and that no additions hereto, amendments, cancellations, or variations hereof shall be valid unless reduced to writing and signed by both Parties and their duly authorized representatives.

18. DOMICILIUM

THE PARTIES hereby choose as their respective addresses for any notice in terms hereof and domicilium citandi et executandi as follows:

THE COMPANY: Marvel Media (Pty) Ltd trading as Tripto.Travel
 67 Blackwood Street
 The Hills
 Pretoria
 0184

or such other address within the Republic of South Africa, Province of Gauteng as either party may nominate in writing.

19. JURISDICTION

The Parties hereby consent to the jurisdiction of the Magistrate's Court to adjudicate any dispute that may arise between them, arising from the terms and conditions of this Agreement or the cancellation thereof, provided however that any party shall be entitled in their own discretion to institute action in any Superior Court having jurisdiction. Should any party be compelled to resort to legal action to protect his interests in terms of this Agreement, they shall be entitled to their costs on the scale as between Attorney and Client including the normal collection commission.

20. ONLINE DECLARATION OF ACCEPTANCE AND UNDERSTANDING

The Client acknowledges that the Client has read and agrees to the terms and conditions herein contained and accepts it as legally binding indicated by:

- a. the Client selecting and clicking on "I accept the terms and conditions and privacy policy" on the online tour registration form located on the Tripto.Travel website
- b. and/or the Client submitting the online tour registration form located on the Tripto.Travel website
- c. and/or the Client paying the tour deposit as per the tour program to the Company.