

Terms and Conditions

Use of Site

Application

All Services rendered by or on behalf of HolidayCorp PTY LTD ('HolidayCorp') to the Clients are subject to the terms and conditions ('the Conditions'), as set out below.

HolidayCorp PTY LTD is a product of the Dream Merchant Group PTY LTD, located at Suite E005, 1 Mount Quray Street, Midlands Office Park East, Centurion, 1683

Nature of the services rendered by HolidayCorp

HolidayCorp renders the service of all travel related services to members, hosting an on-line search and booking portal, with its primary focus on the Flights, Accommodation, Car Rental, Packages, FIT, Groups ('the Services') pursuant to which is exclusive to members.

1. have access to the portal,
2. be entitled to any travel, accommodation and/or other service criteria based on information gleaned from the internet,
3. request quotations and (iv) be entitled to confirm bookings and place reservations relating to travel, accommodation, flights and/or other service requirements (Currently through reservations on 012 942 1000) or the avoidance of doubt, the Services do not include any advisory or consultancy services.

The Client and Authority

Any person(s) wishing to utilise the Services, indicates their acceptance of the Conditions by clicking on the "continue" button on the passenger information page, prior to the conclusion of any transaction with HolidayCorp. Upon doing so, such person is DEEMED TO HAVE READ, UNDERSTOOD, AND ACCEPTED the Conditions and to have the authority to do so on behalf of the person in whose name the ultimate reservation or booking is made (collectively referred to as 'the Client(s)').

Third Party Service Providers

HolidayCorp provides Clients with the Services either itself or acting on behalf of principals engaged in or associated with the travel industry, such as airlines, hotels and/or other service providers or suppliers (collectively referred to as 'the Principal'). HolidayCorp represents the Principal as agents only AND ACCORDINGLY ACCEPTS NO LIABILITY for any loss, damage (including loss of profits or consequential or special damages), injury, illness, harm or death (except if such loss or damage arises from the gross negligence or willful misconduct of HolidayCorp or any person acting for or controlled by HolidayCorp) which any Client may suffer as a result of any act or

omission on the part of or the failure of the Principal to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise. The contract in use by the Principal (which is often constituted by the ticket or voucher issued by the Principal), shall constitute the sole contract between the Principal and the Client and any RIGHT OF RECOURSE the Client may have, will be solely against the Principal. HolidayCorp shall, as soon as possible after the confirmation of the Client's booking, provide to the Client the identity of the Principal and to the extent possible, a copy of the terms and conditions applicable to the Client's booking with the relevant Principal(s). It is the Client's responsibility to familiarise themselves with such terms and conditions ('the Principal's Conditions'). The specific airlines, hotels, or car rental terms and conditions may apply.

Booking Enquiries & Reservations

Once the Client has completed all applicable fields to initiate an enquiry regarding a particular destination, trip, tour, mode of travel, preferred accommodation and/or other service on HolidayCorp's website www.holidaycorp.co.za or through reservations, initiated such an enquiry with HolidayCorp by any other means of communication including by means of access to the Sites via booking kiosks, if applicable, (collectively referred to as 'the Enquiry'), the Sites or reservations will prepare and provide the Client with the projected total cost of the Enquiry (online, by e-mail, by SMS or telephonically) ('the Quote'). THE QUOTE IS ACCEPTED by the Client when the Client proceeds with the steps as specified on the Sites or accepts the Quote telephonically or via email. Full payment of the total value of the Quote ('the Payment') is required to confirm reservations with the relevant Principals ('the Booking'). Once the online Booking or Booking affected by HolidayCorp has been completed and the Client has authorised HolidayCorp to process the payment by submitting the Booking for reservation, the Client will be supplied with an email that will contain the final details of the Booking ('the Booking Confirmation Form'). IN THE CASE OF AIR TICKETS, FULL PAYMENT FOR THE BOOKING NEEDS TO BE MADE AND REFLECT IMMEDIATELY IN THE BANK ACCOUNT OF HOLIDAYCORP, on the day that the Booking was made in order to guarantee the fare quoted according to the Booking Confirmation Form.

Destination Selection

The Client ACKNOWLEDGES that they have selected the itinerary and destination(s) constituting the Booking based on information gleaned from the internet whether by themselves or through reservations. They ALSO ACKNOWLEDGES that the internet Booking has been compiled and is managed and updated by the Principal, and that HolidayCorp has no control over information compiled by the Principal. Accordingly, HOLIDAYCORP CANNOT AND DOES NOT GUARANTEE that the itinerary and/or any destinations will comply in whole or in part with those advertised on the internet by or

on behalf of the Principal. Any right of recourse in that regard will be against the Principal.

Payment and Payment Terms

The Payment is due immediately by Visa, Master, American Express or Diners Credit Card, Electronic Funds Transfer, Cash Deposit at a bank, or if a Kiosk booking, cash payment to the Kiosk teller, whichever is applicable or available, and must reflect in the bank account of HolidayCorp immediately on the day that the Booking was made. If the Payment is not received as stated above, HolidayCorp or Principal involved RESERVES THE FULL RIGHT TO CANCEL THE BOOKING, in which event the full Payment (less any cancellation and administration fees) shall be refunded to the Client. In the event that the Payment was made after the aforementioned deadline, and should HolidayCorp inform the Client by means of a revised Quote that the Booking remains available at a higher price, the Client may choose to proceed with the Booking at such higher price, in which event the CLIENT WILL BE LIABLE for any difference between the original Quote and such higher price, and the revised Payment must reflect in the bank account of HolidayCorp before the deadline stipulated in the revised Quote in order to secure the Booking.

HolidayCorp is a PROUDLY South African company and all transactions are processed in South African Rand (ZAR) or otherwise stated. The applicable conversion charges ('Additional Charges') may therefore be levied by your merchant bank if payment is made from another country and/or in another currency other than South Africa. The Additional Charges are driven by the global treasury of the applicable credit card and are impacted by the change in daily exchange rates. HolidayCorp shall therefore NOT BE HELD LIABLE for any Additional Charges levied by the applicable merchant, or bank pursuant to the confirmation of a Booking.

Quotes

Quotes are provided at the ruling daily exchange rate. Until HolidayCorp has received Payment, it RESERVES THE RIGHT to amend any Quote. Should the Quote be increased because of an exchange rate fluctuation, the CLIENT UNDERTAKES TO PAY FOR ANY INCREASE ON DEMAND. Any decrease in the QUOTE prior to the date of Payment will be reflected in the Quote itself. The onus will be on the Client to check that there have been no changes in the Quote prior to making the Payment. Airfares are subject to the price and conditions quoted by the airlines. However, once Payment has been received, the Quote is guaranteed PROVIDED. Please be advised that service fees and products are non-refundable in case of a cancellation. THAT the payment was made by 5pm on the day that the Booking was made. Should the Client be a group booking and the group number deviate from the number required for the Booking, the PRINCIPAL MAY RESERVE THE RIGHT to re-cost the Quote and raise a surcharge. Should any Client

refuse to accept and pay such surcharge, it may result in the Principal CANCELLING THE BOOKING AND RETAINING any payment made, and HolidayCorp will be entitled to retain any service fees charged.

Service Fee

Members: HolidayCorp does not charge any service fees for any Bookings for its members.

Non-Members: These fees cover the costs incurred by HolidayCorp in booking and servicing your travel reservation. We reserve the right to charge a service fee for any additional services rendered.

Responsibility/Hold Harmless

The proposed travel arrangements are made on the EXPRESS CONDITION that HolidayCorp , its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage (including loss of profits or consequential or special damages), accident, injury, illness, harm, trauma, death, delay or inconvenience (collectively, 'Losses') to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client), their luggage, or other property, wherever, whenever and however the same may occur (except if such Losses arise directly or indirectly from the gross negligence or willful misconduct of HolidayCorp or any person acting for or controlled by HolidayCorp , in which case such claim shall be lodged in writing with HolidayCorp within 30 (thirty) days after the occurrence of the alleged Loss, and such liability shall be limited to R5000 per Client per Booking). The CLIENT INDEMNIFIES AND HOLDS HARMLESS HolidayCorp or any person acting for or controlled by HolidayCorp accordingly.

Insurance

It is STRONGLY ADVISED that all Clients take out adequate insurance cover in order to cover instances such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. (Note that this is not an exhaustive list). HolidayCorp will NOT BE RESPONSIBLE OR LIABLE if the Client fails to take adequate insurance cover. It shall not be obligatory upon HolidayCorp to effect insurance for the Client (since this service does not fall within the scope of the Services) except upon detailed instructions given in writing by the Client. All insurance effected by HolidayCorp pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk. HolidayCorp shall NOT BE OBLIGED to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Please note that various credit card companies offer limited levels of travel insurance. The

CLIENT IS ADVISED to check with their respective credit card companies in order to obtain the specific details of the cover offered, and determine whether this is sufficient for the Client's requirements.

Travel Documents

Documents (for example booking confirmations, itineraries etc.) shall only be prepared and released to the Client on receipt of the Payment.

Passports, Visas & Health

It is ENTIRELY THE CLIENT'S RESPONSIBILITY to ensure that all passports and visas are current, valid, obtained on time, have sufficient blank pages, will be valid for six months after return to their home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. The Client is STRONGLY ADVISED to check the relevant requirements before travelling. HolidayCorp will endeavor to assist the Client but such assistance will be at HolidayCorp's discretion (since this service does not fall within the scope of the Services) and the Client acknowledges that in doing so, HolidayCorp IS NOT ASSUMING ANY OBLIGATION OR LIABILITY AND THE CLIENT INDEMNIFIES HOLIDAYCORP against any consequences of the Client's failure to comply with any such requirements. It is the CLIENT'S DUTY to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements

Warning: Malaria and other tropical Diseases

Certain parts covered by the Client's itinerary may be areas where there is a HIGH-RISK of malaria and other tropical diseases. It is ENTIRELY THE CLIENT'S RESPONSIBILITY to check if any parts of their itinerary fall in high-risk areas and the Client is STRONGLY ADVISED to take the necessary precautions in this regard and hence we recommend that the Client checks with their medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon arrival at any tropical or sub-tropical destination. If this has not been done prior to departure, it is imperative to do so upon return.

Amendment Fees

An amendment fee per Booking may be levied for any changes to the confirmed itinerary and or ticket. If at all any amendment fees may be charged by the relevant Principal.

Cancellation

In the event of the Client cancelling the Booking, HolidayCorp shall have the RIGHT TO EITHER CLAIM the amount of, or retain an amount of the Payment and claim reasonable damages suffered by HolidayCorp, provided that HolidayCorp shall not impose any cancellation fee or claim any damages in respect of a Booking or reservation if the

Client is unable to honour the Booking or reservation due to the death or hospitalisation of the Client. The Principals may reserve the RIGHT TO CANCEL any services prior to departure, in which event the Payment will be refunded by the Principal to the Client without any further obligation on the part of HolidayCorp. Principles and suppliers may CHARGE A FEE for processing the request for refund. Clients should refer to the “Refunds” section of these Conditions, as well as the cancellation provisions contained in the Principal’s Conditions or the Sites. Principals may charge cancellation fees over and above the cancellation fees charged by HolidayCorp in terms of this Condition.

Unscheduled Extensions

In the unlikely event of there being an unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of HolidayCorp, its agents or the Principal, any EXPENSES RELATING TO SUCH UNSCHEDULED EXTENSIONS including HOTEL ACCOMMODATION etc... WILL BE FOR THE CLIENT’S ACCOUNT.

Itinerary Variations & Transfers

While every effort is made to keep to the final itinerary, the Principals reserve the right to make changes intended for the Client’s convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary. Any such variations in the final itinerary do not constitute any reason for a refund and HolidayCorp shall NOT BE HELD LIABLE for any such variations. IT IS THE CLIENT’S DUTY to check each amendment to the itinerary.

Law & Jurisdiction

These Conditions shall be governed by the law of South Africa and the jurisdiction of South African courts will govern the relationship between the Client and HolidayCorp. HolidayCorp SHALL BE ENTITLED to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

Special Requests

Clients who have special requests must specify such requests in writing to HolidayCorp prior to the final confirmation of a Booking. Whilst HolidayCorp will use its best endeavors to accommodate any such requests, it does NOT GUARANTEE that it will always be able to do so.

Amendments of these Conditions

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of HolidayCorp.

Refunds

NO REFUNDS will be considered in any circumstances whatsoever by HolidayCorp if the Client has not purchased the “Trip Cancellation and Refund Guarantee Policy” at the time of making the booking. Refunds by the Principals will be subject to their respective terms and conditions. HolidayCorp will charge a fee for processing a request for refund. Principals may charge refund fees above those stated here.

Once we have established the possible refund you are entitled to, we will request it with the airline on your behalf. The refund will be made by the airline directly to the account the booking was originally paid with. This can take 6 to 8 weeks depending on the airline. Please note that we charge a refund administration fee to facilitate the refund request.

Foreign Exchange Regulation Compliance

Foreign Exchange Regulation Compliance is the CLIENT’S EXCLUSIVE DUTY. This will apply especially when the Client instructs HolidayCorp to make and pay for travel arrangements on the internet.

E-ticketing: Documents required for travelling

It is the CLIENT’S EXCLUSIVE DUTY to ensure that it is in possession of all relevant travel documents prior to commencing with its travels. For example, the Client must be ready to show their passport or identity document and e-ticket at the check-in counter of the airline concerned, or, to the extent applicable, their passport or identity document at the check-in counter for their accommodation. Certain airlines require the physical credit card, used to make payment, to be presented at check-on or a copy of the credit card and the card-holders ID, in addition the abovementioned documents. The requirement to have a valid passport or identity document will apply to all members of a travelling party and for each minor travelling (including infants).

Internet Bookings

If the Client requests or instructs HolidayCorp to effect bookings via the internet, the Client IRREVOCABLY AUTHORISES HolidayCorp to do the following on its behalf (1) make any selections of and for the proposed travel arrangements (2) inform the Client of the prices attached to the proposed travel arrangements PRIOR TO CONFIRMING the booking and (3) make payment for such booking and ancillary services.

Limitation of Liability

HOLIDAYCORP , ITS OFFICERS, DIRECTORS, SERVICE PROVIDERS OR AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY CLAIM, LOSS, DAMAGE OR INJURY

SUFFERED BY ANY PERSON WHETHER TO THEIR PERSON OR PROPERTY, HOWSOEVER CAUSED WHETHER OR NOT ARISING FROM ANY ACT, OMISSION, DEFAULT, OR NEGLIGENCE ON THE PART OF HOLIDAYCORP , UNDER NO CIRCUMSTANCES WILL HOLIDAYCORP BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

Legal Fees

In the event that HolidayCorp has to engage a lawyer to enforce any of its rights in terms of these Conditions or otherwise, and in the event that HolidayCorp is successful in the enforcement of such rights, the CLIENT WILL BE LIABLE for all legal fees at an attorney and own client scale.

Confidentiality

Subject to statutory constraints or compliance with an order of court, HolidayCorp undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

Confirmation of Travel Arrangements

All onward travel arrangements (local, international and on return to RSA, domestic connecting flights) must be RECONFIRMED BY THE CLIENT 72 (seventy-two) hours prior to departure.

General Terms and Conditions for Online Bookings

Bookings Online

Please note that over and above the online terms and conditions as set out below ('the Online Conditions'), all online Bookings made via the Sites are subject to the Conditions which appear above. Where there is a conflict between the two, the Conditions will prevail.

Intellectual Property

The Sites are owned by HolidayCorp and the domain names are registered in the name of HolidayCorp. All intellectual property rights in and to the aforementioned vests in HolidayCorp. None of the content or data found on the Sites may be reproduced, sold, transferred, or modified without the express written permission of HolidayCorp.

Copyright and Trademark Notices

All contents of the Sites are registered to: ©2012 HolidayCorp PTY LTD, Suite E005, 1 Mount Quray Street, Midlands Office Park East, Centurion, 1683, South Africa. HolidayCorp logos are trademarks (whether registered or unregistered) of HolidayCorp. All rights in and to any copyright or registered or unregistered trademarks of HolidayCorp remain strictly reserved. Other product and/or company names mentioned

in the Conditions and/or the Online Conditions may be the trademarks of their respective owners.

Changes & Modifications of these Terms and Conditions

HolidayCorp may make future changes, deletions or modifications to the Online Conditions, information, graphics, products, features, functionality, services, and links at any time without notice and the Client's subsequent viewing or use of the Sites and/or the conclusion of a transaction with HolidayCorp will CONSTITUTE THE CLIENT'S AGREEMENT to such changes, deletions and modifications, as the case may be. The CLIENT AGREES TO ACCEPT AND BE BOUND BY the Online Conditions and notices which are in effect at the time of the Client's use of the Sites and facilities.

Access and Use

The Sites are offered to the Client ON CONDITION THAT THE CLIENT ACCEPTS, without modification, the Online Terms. By clicking "continue" on the Passenger information page, prior to any conclusion of any transaction on the Sites, the Client agrees to all the Online Conditions and notices.

Access to and use of the Sites are ENTIRELY AT THE CLIENT'S RISK. HolidayCorp may discontinue or suspend the Sites at any time without notice, and it may block, terminate or suspend any Client's access at any time for any reason in its sole discretion, even if access continues to be allowed to others [provided that such right to block, terminate or suspend any Client's access is not exercised unfairly on the basis of one or more grounds of unfair discrimination as contemplated in section 9 of the Constitution of the Republic of South Africa, 1996 or Chapter 2 of the Promotion of Equality and Prevention of Unfair Discrimination Act].

Personal and noncommercial Use Limitation

The Sites are for the Client's personal and non-commercial use. The content and information on the Sites (including, without limitation, price and availability of travel, accommodation and/or other services), as well as the infrastructure used to provide such content and information, is proprietary to HolidayCorp or the Principals. Accordingly, the CLIENT UNCONDITIONALLY AGREES not to use the Sites or its contents or information for any purpose (direct or indirect) other than conducting Enquiries and making Bookings for personal, non-commercial use, such as (for example) for reselling purposes. Whilst the Client may make limited copies of its travel itinerary and related documents for travel, accommodation and/or other services purchased through the Sites, the CLIENT AGREES not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from the Sites.

In addition, whether or not the Client has a commercial purpose, the CLIENT AGREES NOT TO:

1. access, monitor or copy any content or information of the Sites using any means such as robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of HolidayCorp;
2. violate the restrictions in any robot exclusion headers on the Sites or bypass or circumvent other measures employed to prevent or limit access to the Sites;
3. take any action that imposes, or may impose, in the discretion of HolidayCorp, an unreasonable or disproportionately large load on the Travel Agent's infrastructure; or
4. deep-link to any portion of the Sites (including, without limitation, the purchase path for any travel services) for any purpose without express written permission of HolidayCorp.

Liability Disclaimer

The information, software, products, and services published on the Sites may include inaccuracies or typographical errors. In particular, HolidayCorp DOES NOT GUARANTEE THE ACCURACY of the hotel, air, and other travel products displayed on the Sites (including, without limitation, photographs, lists of hotel amenities, general product descriptions, etc.), much of which information is provided by the respective Principals. HolidayCorp DISCLAIMS LIABILITY for inaccuracies relating to the aforementioned information and descriptions. Hotel ratings displayed on the Sites are intended as only general guidelines, and HolidayCorp DOES NOT GUARANTEE THE ACCURACY of the ratings. Changes are periodically added to the information herein.

HolidayCorp may make improvements and/or changes on the Sites at any time, in accordance with the provisions of the clause named 'Changes & Modifications of the Online Conditions'. HolidayCorp makes NO REPRESENTATIONS about the suitability of the information, software, products, and services (together, 'the Relevant Information') contained on the Sites for any purpose, and the inclusion or offering for sale of any products or services on the Sites DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION of such products or services by HolidayCorp. For the avoidance of doubt, the services rendered by HolidayCorp do not include advisory or consultancy services. All Relevant Information is PROVIDED 'AS IS' WITHOUT WARRANTY of any kind.

The Independent Agents hereby DISCLAIMS ALL WARRANTIES AND CONDITIONS with regard to the Relevant Information, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. The Principals are independent contractors and not agents or employees of HolidayCorp or

its affiliates. Affiliates include websites which click-through to the Website. HolidayCorp is NOT LIABLE for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Principals or for any personal injuries, death, property damage, or other damages or expenses resulting thereof. HolidayCorp and its affiliates HAVE NO LIABILITY AND WILL MAKE NO REFUND in the event of any delay, cancellation, [overbooking], strike, force majeure or other causes beyond their direct control, and it has NO RESPONSIBILITY for any additional expense, omissions, delays, re-routing or acts of any government or authority, it being recorded that the Client's recourse in this regard (if any) will be governed by the terms of its contract with the relevant Principals.

In no event shall HolidayCorp and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of the Sites or with the delay or inability to use the Sites, or for any information, software, products, and services obtained through the Sites, or otherwise arising out of the use of the Sites, whether based on contract, tort, strict liability, or otherwise, even if HolidayCorp and/or its respective suppliers have been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Travel Destinations

By offering travel for sale to particular international destinations on the Sites, HolidayCorp does NOT REPRESENT OR WARRANT that travel to such points is advisable or without risk, and is NOT LIABLE for damages or losses that may result from travel to such destinations.

Indemnification

The Client AGREES TO DEFEND AND INDEMNIFY HolidayCorp and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including, but not limited to, reasonable legal and accounting fees, brought by:

the Client or on the Client's behalf in excess of the liability described above or by third parties as a result of
the Client's breach of the Online Conditions and notices or any other document referenced herein;
the Client's violation of any law or the rights of a third party; or
the Client's use of the Sites.
No unlawful or prohibited Use

The Client WARRANTS UNCONDITIONALLY that the Client will not use the Sites for any purpose that is unlawful or prohibited by the Online Conditions and notices or any other prohibitions unlawful in terms of South African law.

Links to other Websites

There are links on the Sites which allow a Client to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by HolidayCorp and it makes NO REPRESENTATIONS AND GIVES NO WARRANTIES concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites. HolidayCorp inclusion of hyperlinks to such websites does NOT IMPLY ANY ENDORSEMENT of the material on such websites or any association with its operators. HolidayCorp has not tested and MAKES NO REPRESENTATIONS regarding the correctness, performance or quality of any software found at any such sites. The CLIENT SHOULD RESEARCH AND ASSESS THE RISKS which may be involved in accessing and using any software on the internet before using it. The CLIENT INDEMNIFIES HolidayCorp against any claims for loss or damage arising from the Client's use of or of information gained from or from accessing any such linked sites.

Applicable Law

Please note that the use of this Website is subject to the STC and specifically subject to South African law and the authority of South African courts.

General

Use of the Sites are unauthorised in any jurisdiction that does not give effect to all provisions of the Online Conditions, including, without limitation, this paragraph.

THE CLIENT AGREES that no joint venture, partnership, employment, or agency relationship exists between the Client and HolidayCorp as a result of this agreement or use of the Sites.

HolidayCorp's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of HolidayCorp's right to comply with law enforcement requests or requirements relating to the Client's use of the Sites or information provided to or gathered by HolidayCorp with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

This agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between the Client and HolidayCorp with respect to the Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and HolidayCorp with respect to the Sites.

Any rights not expressly granted to HolidayCorp herein remain reserved.

Entire Contract

All the terms and conditions displayed on the Sites constitute the entire terms of the relationship between the parties. 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 and the CLIENT ACKNOWLEDGES that he/she has not relied on any matter or thing stated on behalf of HolidayCorp or otherwise that is not included herein.

Contact Details

Physical address: Suite E005, 1 Mount Quray Street, Midlands Office Park East, Centurion, 1683.

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Phone number: +27(0)12 942 1000

Fax number: +27(0)86 607 1777

A copy of the ECT Act is available at http://www.internet.org.za/ect_act.html