

TRADE AGREEMENT

1. Parties and Definitions

1.1 This Agreement is between:

Classic Explorations (Pty) Ltd Reg: 2016/526462/07 (trading as “Explorations”) 24A Birnamwood Road, Merrivale Heights, Howick, South Africa, hereinafter referred to as “Explorations”

and

the travel agency named below, hereinafter referred to as the “Agent”.

1.2 For the purposes of this agreement:

- “Client” means the end traveller(s) for whom the Agent makes a booking with Explorations.
- “Booking” means a request by the Agent to reserve a tour, itinerary, service, or package offered by Explorations.
- “Tour Price” means the total price of the booked services in USD, as confirmed in writing by Explorations.
- “STO Rate” means the special trade/operator rate offered by Explorations to the Agent, which is nett and non-commissionable unless expressly stated otherwise in writing.
- “Rack Rate” means the public published selling rate for the relevant product or service.
- “Deposit” means the 50% initial payment required to confirm a Booking, of which 25% of the total Tour Price is non-refundable from the date of confirmation, as set out in this Agreement.
- “Final Payment” means the balance of the Tour Price due in accordance with clause 4.
- “Force Majeure Event” means an event beyond the reasonable control of a Party, including war, civil unrest, riot, epidemic, pandemic, natural disaster, strike, fire, flooding, governmental restriction, or similar event.
- “POPIA” means the Protection of Personal Information Act 4 of 2013, as amended, and any applicable regulations.

1.3 Headings are for convenience only and do not affect interpretation.

2. Appointment and Scope

2.1 Explorations appoints the Agent on a non-exclusive, non-transferable basis to market and/or book Explorations’ products to Clients, subject to this Agreement and any product-specific booking conditions.

2.2 The Agent acts as an independent contractor and not as a partner, employee, trustee, or agent of authority to bind Explorations except to the extent expressly authorised in writing.

2.3 The Agent may not alter product descriptions, inclusions, exclusions, cancellation terms, payment terms, or safety requirements without Explorations’ written approval.

2.4 No Booking is confirmed until Explorations has confirmed availability in writing and received the required deposit or full payment, as applicable.

3. Booking Procedure

3.1 The Agent must submit all booking requests in writing and provide accurate passenger information, by way of the *Explorations Client Booking Form*. Any special requests should also be made known at the time of booking.

3.2 The Agent warrants that it has authority from the Client(s) to submit the Booking and to accept the applicable terms on their behalf.

3.3 The Agent shall ensure that all Clients complete and sign Explorations' official *Client Booking Form* and *Safari Booking Agreement* prior to confirmation. The Agent warrants that it has authority to act on behalf of the Client in transmitting such documentation to Explorations. The agent must provide the client with Explorations' terms before booking.

3.4 A Booking is only confirmed when Explorations issues a written confirmation and the required payment has cleared in Explorations' account.

3.5 Any provisional hold lapses automatically if not confirmed within 14 days. Availability may change thereafter.

3.6 The Agent is responsible for checking all confirmation documents immediately upon receipt and notifying Explorations promptly of any discrepancies.

4. Rates, Currency and Payment Terms

4.1 All rates are quoted in USD (United States Dollars), unless expressly stated otherwise.

4.2 STO Rates are nett and non-commissionable.

4.3 Rack Rates are Explorations' published public rates and may be used for retail comparison, subject always to availability and product conditions.

4.4 Rates are based on the itinerary, inclusions, supplier costs, exchange rates, taxes, and other charges applicable at the time of quotation.

4.5 Explorations may amend rates before final confirmation if supplier pricing, taxes, levies, exchange rates, or other cost inputs change.

4.6 If a rate increase exceeds 10% of the original Tour Price, the Agent may cancel the affected Booking within 14 days of written notice and receive a refund of amounts paid, less the non-refundable amount referred to in clause 5.2.

4.7 The Agent must pay by electronic funds transfer in USD to the bank account notified by Explorations from time to time. Any bank, intermediary, or currency conversion charges are for the Agent's account.

4.8 Unless otherwise agreed in writing, no set-off, withholding, or deduction may be made from amounts due to Explorations.



4.9 Explorations is not obliged to honour any quotation that has expired or been amended due to changed inventory or pricing conditions.

4.10 Unless specifically included in writing, all rates are subject to availability and are not guaranteed until confirmed.

4.11 The Agent must ensure that any pricing presented to a Client is consistent with the confirmed booking terms and does not misrepresent inclusions, exclusions, or cancellation conditions.

5. Deposit and Final Payment

5.1 A 50% deposit of the Tour Price is required to confirm a Booking.

5.2 Included in that deposit is a non-refundable administrative component equal to 25% of the total Tour Price, covering supplier holding costs, permits, deposits, and non-recoverable administrative expenditure incurred by Explorations.

5.3 The remaining 50% of the Tour Price is due 90 days before departure.

5.4 For bookings made within 90 days of departure, the full Tour Price is due immediately on confirmation.

5.5 If a payment is not received by the due date, Explorations may suspend, amend, or release the Booking without liability.

5.6 Explorations may refuse to issue final travel documentation until all monies due have been received and cleared.

5.7 Unless agreed otherwise in writing, refunds are made in USD to the original payer and original payment method, subject to banking and compliance requirements.

6. Client Information, Travel Documents and Insurance

6.1 The Agent must provide accurate and complete Client information and must notify Explorations promptly of any change.

6.2 The Agent must ensure that each Client is aware of and accepts the relevant client-facing terms and conditions, including cancellation rules, health and fitness requirements, passport validity, visa responsibility, and travel insurance obligations.

6.3 The Agent must ensure that each Client has comprehensive travel insurance covering at minimum medical expenses, emergency evacuation or repatriation, trip cancellation, and personal liability, where required by the itinerary or product conditions.

6.4 The Agent must provide proof of insurance details and emergency contact information as requested by Explorations.

6.5 Explorations may refuse travel, postpone travel, or require additional documentation if in its reasonable opinion required documents, insurance, or health disclosures are incomplete or unsuitable.

6.6 The Agent shall remain responsible for ensuring that the Client is informed of any special activity, terrain, or travel risks applicable to the itinerary.

7. Client Cancellations, No-Shows and Refunds

7.1 Where a Client cancels, the following cancellation charges apply to the Tour Price:

- 91 or more days before departure: 25% forfeited.
- 31 to 90 days before departure: 50% forfeited.
- 30 days or less before departure: 100% forfeited, with no refund.

7.2 No cancellation fee will be charged if the booked traveller cannot travel because of death or hospitalisation of that traveller, provided written proof is supplied.

7.3 Failure to commence the Tour, or leaving the Tour early for any reason, is treated as cancellation and no refund is due.

7.4 Any refund due under this clause will be processed within 30 days after confirmation of cancellation, via the original payment method, subject to receipt and verification of funds.

7.5 The Agent acknowledges that cancellation charges are based on the contracted risk and supplier commitments already incurred by Explorations.

7.6 Where the Agent has collected funds from the Client, the Agent remains responsible for accurately accounting for and remitting any applicable refund or shortfall, unless otherwise agreed in writing.

8. Cancellation by Explorations

8.1 Explorations may cancel a confirmed Booking if minimum numbers are not met, for operational reasons, or for safety reasons.

8.2 In such a case, Explorations may, at its option, offer either:

- a full refund of payments received for the cancelled Booking; or
- transfer to an alternative tour of equal value, where reasonably available.

8.3 If a Force Majeure Event makes performance impossible or impracticable, Explorations may cancel or suspend the Tour.

8.4 Where cancellation occurs due to Force Majeure, Explorations may offer a refund, future travel credit, or alternative arrangement, depending on supplier recoveries and operational realities.

8.5 Explorations is not liable for the Agent's or Client's incidental costs, including airfares, visas, insurance, visas, vaccination costs, or pre-booked services not supplied by Explorations, except to the extent expressly agreed in writing.

8.6 Explorations will give as much notice as is reasonably practicable in the circumstances.

9. Amendments, Changes and Rebookings

9.1 Any change to dates, services, occupancy, routing, or passenger names is subject to availability and may attract supplier charges and administrative fees.

9.2 Significant amendments may be treated as a cancellation and new booking at Explorations' discretion, particularly where supplier commitments have already been incurred.

9.3 Name changes, rooming changes, and travel date changes must be requested in writing by the Agent.

9.4 Explorations will endeavour to assist with reasonable amendments, but cannot guarantee that supplier terms will permit changes without cost.

10. Product Inclusions and Exclusions

10.1 The scope of what is included in each tour is determined by the confirmed itinerary and any written inclusions issued by Explorations.

10.2 Unless specifically stated otherwise, tour prices may include airport transfers, accommodation, certain scheduled activities, group hosting/guiding, 4x4 vehicle rental with associated camping equipment and selected meals as described in each itinerary.

10.3 Unless specifically stated otherwise, tour prices exclude international flights, regional flights, visas, travel insurance, tips and gratuities, personal expenses, optional activities, extra meals, and any health-related costs such as testing or quarantine requirements. Food, fuel, firewood, and cross border fees all relating to the self drive / self catering aspect of the tour are always for each “teams” own account.

10.4 In the event of any discrepancy between a marketing description and the confirmed itinerary, the confirmed itinerary prevails.

11. Liability, Risk and Indemnity

11.1 Explorations will exercise reasonable care and skill in arranging the booked services, but the Agent and Clients acknowledge that safari and overland travel involve inherent risks.

11.2 To the fullest extent permitted by law, Explorations is not liable for indirect, consequential, incidental, or special loss, including loss of profit, loss of enjoyment, loss of opportunity, or loss caused by events outside its control.

11.3 Explorations is not responsible for acts or omissions of third-party suppliers, including but not limited to hotels, lodges, transport providers, airlines, park authorities, and independent contractors, except to the extent required by law.

11.4 Explorations’ aggregate liability arising from any Booking shall not exceed the Tour Price actually paid to Explorations for the relevant Client booking, unless otherwise required by applicable law.

11.5 The Agent indemnifies Explorations against claims, losses, liabilities, costs, and expenses arising from:

- the Agent’s negligence, misrepresentation, or breach of this Agreement;
- failure to obtain authority from the Client;
- incorrect passenger information, documents, or payment details supplied by the Agent;
- or
- any unauthorised discount, promise, representation, or amendment made by the Agent.



11.6 Each Client remains responsible for complying with instructions, safety rules, local laws, and reasonable directions given by Explorations, guides, or hosts.

11.7 Nothing in this Agreement excludes liability that cannot lawfully be excluded under applicable law.

12. Agent Obligations and Conduct

12.1 The Agent must market Explorations' products honestly and accurately and must not make misleading claims about inclusions, quality, safety, or availability.

12.2 The Agent must keep all booking information, trade rates, and product conditions confidential, except where disclosure is required to make the booking or to brief the Client properly.

12.3 The Agent must not publish STO rates, net rates, commission structures, or confidential trade terms on public websites, in public media, or in any way that exposes them to the general market without written permission from Explorations.

12.4 The Agent must ensure that Client expectations are appropriate to the product type, including the level of adventure, remoteness, terrain, and physical participation required.

12.5 The Agent must not represent itself as having authority to bind Explorations beyond the written scope of this Agreement.

12.6 The Agent shall promptly inform Explorations of any complaint, incident, medical issue, or material matter that may affect a booking or Client welfare.

12.7 The Agent shall co-operate with Explorations in relation to supplier claims, incident reporting, and post-trip administration where relevant.

13. Data Protection and Privacy

13.1 Each Party shall comply with applicable data protection and privacy laws, including POPIA (*The Protection Of Personal Information Act*) where applicable.

13.2 The Agent warrants that it has the necessary authority and lawful basis to share Client personal information with Explorations for the purposes of booking, administration, safety, and service delivery.

13.3 Explorations may process Client personal information as reasonably required to fulfil the Booking, communicate with suppliers, manage safety, and meet legal or regulatory obligations.

13.4 The Parties will keep personal information secure and will not use it for unrelated marketing or disclosure except with appropriate consent or lawful justification.

13.5 Where a Party acts as an operator or processor on behalf of the other, that Party must process personal information only in accordance with the other Party's lawful instructions and applicable law.

13.6 The Agent shall inform Clients where further end-client consents, forms, or notices are required for the itinerary or for data transfer to third-party suppliers.

13.7 Upon request and where lawful, each Party shall co-operate in relation to access, correction, deletion, or retention requests.

14. Intellectual Property and Marketing Use

14.1 All logos, product descriptions, photography, written content, and branding supplied by Explorations remain the property of Explorations or its licensors.

14.2 The Agent may use Explorations' approved marketing materials solely for the purpose of selling or promoting Explorations' products.

14.3 The Agent may not alter branded materials in a misleading way or use them after permission is withdrawn.

14.4 Any third-party images or content supplied to the Agent remain subject to their original usage terms.

15. Term, Suspension and Termination

15.1 This Agreement commences on the date of signature and continues until terminated in accordance with this clause.

15.2 Either Party may terminate this Agreement on 30 days' written notice without affecting confirmed bookings already accepted before the termination date, unless the Parties agree otherwise.

15.3 Either Party may suspend performance immediately if the other Party materially breaches this Agreement, becomes insolvent, or fails to pay amounts due when required.

15.4 On termination, the Agent must cease using Explorations' confidential trade rates and branding except as required to administer already-confirmed bookings.

15.5 Termination does not affect accrued rights, outstanding payment obligations, or clauses intended to survive termination.

16. Notices

16.1 All notices under this Agreement must be in writing and delivered by email to the email addresses last notified by the relevant Party.

16.2 A notice is deemed received when acknowledged in writing, or if no acknowledgement is given, on the next business day after successful email transmission, subject to proof of delivery.

16.3 Each Party must keep its contact details updated.

17. General Provisions

17.1 Assignment: Neither Party may assign this Agreement or any rights under it without the other Party's prior written consent, except that Explorations may assign to an affiliate or successor in connection with a reorganisation or sale of business.

17.2 Sub-agents: The Agent may not appoint sub-agents or resellers to use Explorations' trade rates or products without prior written consent.

17.3 Severability: If any provision is held invalid or unenforceable, the remaining provisions remain in force.

17.4 Entire Agreement: This Agreement, together with each confirmed itinerary, rate sheet, booking confirmation, and any written addendum, constitutes the entire agreement between the Parties regarding the subject matter.

17.5 Amendments: No amendment is effective unless in writing and signed by authorised representatives of both Parties.

17.6 Waiver: No failure or delay to enforce a right operates as a waiver unless in writing.

17.7 Counterparts: This Agreement may be signed in counterparts and electronically, each of which is deemed an original.

17.8 Relationship: Nothing in this Agreement creates a partnership, employment relationship, or fiduciary relationship between the Parties.

18. Governing Law and Dispute Resolution

18.1 This Agreement is governed by the laws of the Republic of South Africa.

18.2 The Parties will first attempt to resolve any dispute by good-faith negotiation between senior representatives.

18.3 If a dispute is not resolved within a reasonable time, the Parties may refer the dispute to mediation before commencing litigation or arbitration, unless urgent relief is required.

18.4 Subject to clause 18.3, the courts of South Africa shall have jurisdiction, unless the Parties agree in writing to arbitration.



Signature:

I, The Agent, have read, understand and accept these Terms and Conditions. I also confirm that the information provided is true.

Agency Name: _____

Agency Representative Name: _____

Signature(s): _____

Date: _____

Explorations Representative Name: _____

Signature: _____

Date: _____