

STANDARD TERMS AND CONDITIONS OF THEMIKA

1. APPLICABILITY OF STANDARD TERMS AND CONDITIONS

All and any business undertaken or information and services rendered by THEMIKA, whether gratuitous or not, is undertaken and provided in accordance with these standard terms and conditions.

2. QUOTATIONS, PAYMENT AND CURRENCY FLUCTUATIONS

2.1 All quotations given by THEMIKA in connection with the services to a guest shall be in writing and, unless otherwise agreed to in writing by a member of THEMIKA, shall be in the currency of South African Rand. Such quotations shall be inclusive of South African value added tax (where applicable). Acceptance of any quotation by a guest shall be in writing. THEMIKA reserves the right to amend and increase any quotation, even after acceptance by the guest.

2.2 Any revision in quotes will be commensurate with the increase in the amounts payable. In the event of the guest disputing the quantum of such increase and has already paid the initial amount, it shall be fully refunded by THEMIKA.

2.3 All payments to be made by a guest to THEMIKA shall be free of exchange, deduction or set-off or whatsoever nature. Payments shall be made by the guest to THEMIKA by way of cash, direct transfer, forex transfer or by credit card.

3. BOOKING PROCEDURE

3.1 In order to secure a provisional reservation for the services required by a guest;

3.1.a THEMIKA shall send a written quote to the guest for the provisional booking and note the booking as provisional in its booking system.

3.1.b The guest must complete the payment no later than 2 working days before arrival, which will be treated as a non-refundable deposit.

3.1.c Upon receipt by THEMIKA of the successful payment of the full amount, the provisional booking shall be confirmed. In the event of the guest wishing to amend his reservation in any way, THEMIKA may elect, in its sole discretion and without obligation, to do so, in which event it shall be entitled to charge an amendment fee of 2%, two percent of the booking, which shall be payable by the guest in accordance with these standard terms and conditions..

3.2 The guest shall advise THEMIKA in writing on the booking reservation form of any special requests, needs or facilities required by him due to medical needs, requirements relating to disabilities, special dietary requirements and refrigeration for the storage of insulin and other medically prescribed drugs, and any other requirements incidental thereto. The costs of complying with such special requests, needs or facilities shall be borne by the guest and payable on demand.

4. CANCELLATIONS AND REFUNDS

4.1 Cancellations of confirmed bookings may only take place according to the procedure outlined in this clause. All requests for cancellations shall be made by the guest in writing to THEMIKA and shall only be effective on the date of actual receipt by THEMIKA. The following cancellation fees shall be applicable and shall be calculated by reference to the total booking cost ("TBC") of the services booked for by the guest.

THEMIKA entitled to act as principal with regard to the provision of the services.

36 days or more notice 75 percent of the TBC shall be refunded

35 - 22 days notice is given 50 percent of the TBC shall be refunded

21 – 8 days notice is given 25 percent of the TBC shall be refunded

7 - 1 days or less notice given no refund of the TBC shall be made

4.2 No refunds shall however be made to guests who make bookings less than 8 days prior to embarkation (for this purpose, embarkation shall mean the date on which a guest is booked to arrive), nor shall refunds be given to guests who arrive early, late or who do not show for a booking. In the event of a guest terminating a booking for whatever reason, no refund shall be made unless with the prior written approval of a member of THEMIKA.

Guests are therefore strongly recommended to obtain their own comprehensive travel insurance to cover such contingencies.

4.3 Any cancellations made, in terms of these standard trading conditions shall be subject to the following deductions and administrative charges:

Refunds to credit cards: the relevant cancellation fee, less a 6 percent credit card surcharge and an administrative charge.

Direct bank deposits: the relevant cancellation fee, less actual bank charges debited by THEMIKA's bankers, less an administrative charge.

Forex transfers: the relevant cancellation fee, less actual bank charges debited by THEMIKA's bankers, less an administrative charge.

Cash payments: the relevant administration charges, less actual bank charges debited by THEMIKA's bankers, less an administrative charge.

4.4 THEMIKA may further in its sole discretion cancel or terminate a guest's booking for the services or any remaining part thereof in the event of any illness or the illegal or incompatible behaviour of the guest, who shall, in those circumstances, not be entitled to any refund. Any extra costs occasioned by such cancellation or termination as provided for in this sub-clause 9.3 shall be payable by the guest on demand.

5. INSURANCE

5.1 The guest shall be responsible for arranging and effecting adequate insurance cover to ensure that he carries comprehensive travel and medical insurance cover in order to cover himself, his dependants and / or travelling companions for the duration of the booking for which he has reserved. This insurance cover should include cover in respect of, but not limited to, as a minimum, the following eventualities: any expenses associated with cancellation or curtailment of a booking reservation; and medical expenses; personal injury; damage / theft / loss of personal baggage, money and goods.

5.2 Under no circumstances shall THEMIKA, its representatives, employees or members be responsible for any costs, losses incurred or suffered by a guest, his dependants or travelling companions with regard to, but not limited to, the above eventualities.

6. DISCLAIMER OF LIABILITY

6. 1 THEMIKA shall not be liable to the guest for any claim of whatsoever:- nature in connection with the provision of the services and whether for damages for personal injury or to property , howsoever arising, including, but without limiting the generality of the aforesaid:-

a. any negligent act or omission or statement by members of THEMIKA;

b. any grossly negligent act or omission or statement by members of THEMIKA;

unless:

i. such claim arises from the wilful misconduct of members of THEMIKA;

ii. THEMIKA receives written notice from the guest no later than 7 calendar days from the event giving rise to the claim in question and, failing such notice, the guest shall have no claim against THEMIKA.

6.2 Notwithstanding anything to the contrary contained in these standard terms and conditions of contract, THEMIKA shall under no circumstances whatever, be liable for any indirect or consequential loss / es, howsoever caused or suffered by the guest.

7. CHILD POLICY

A child of 12 years and older will automatically be regarded as an adult and charged the full adult rate for all services provided unless otherwise agreed in writing by THEMIKA.

8. DEFAULT BY GUEST AND RECOVERY OF ATTORNEY AND OWN GUEST COSTS

In the event of THEMIKA incurring any legal costs pursuant to any breach by the guest of any of its obligations, the guest shall be liable for and pay THEMIKA's costs thereby incurred, on the scale as between attorney and own guest.

9. PHOTOGRAPHIC MATERIAL

THEMIKA shall be entitled to take photographs, films and videos (including in electronic format) of the guest during his visit for the duration of the services provided in terms hereof. THEMIKA, at its sole discretion, may use such photographic, film and video material so taken, for the purpose of any advertising or brochure productions, which the guest irrevocably gives his consent thereto, and without any consideration being payable to the guest.

10. APPLICABLE LAW

These standard terms and conditions and all agreements entered into between THEMIKA and the guest pursuant thereto, and on the terms thereof shall be governed by and construed according to the laws of the Republic of South Africa, irrespective of the place where the agreement / s where entered into.

11. VARIATION OF THESE STANDARD TERMS AND CONDITIONS OF CONTRACT

No variation or alteration of these standard terms and conditions of contract shall be binding on THEMIKA unless embodied in a written document signed by a member of THEMIKA. Any purported variation or alteration of these standard terms and conditions of contract otherwise than as set out above shall be of no force or effect, whether such purported variation is written or oral, or a combination of both.

12. NON-WAIVER

No extension of time or relaxation of any of the provisions of these standard terms and conditions of contract shall operate as an estoppel against THEMIKA in respect of its rights herein, nor shall it

operate so as to preclude THEMIKA thereafter from exercising its rights strictly in accordance with these standard terms and conditions.

THEMIKA – 24th March 2009