

☺ Happy Tours Travel Contract

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The parties to this Travel Contract are:

Traveller #1 Samantha Woods

Name as it appears on Passport

Traveller #2 Cassandra White

Name as it appears on Passport

Address 234 Beacon Drive

“Traveller”

Reg. Long Island

Telephone +1 212-123-4567

Fax +1 212-123-4567

Email wwoods@aol.com

Date of Birth #1 23 May 1990

#2 11 December 1995

and

Happy Tours cc

Reg: 2005/001234/06

Address: PO Box 12221
Pretoria 0001

Telephone: 011 – 344 7654

Fax: 086 567 2321

Email: info@happytours.co.za

Website: www.happytours.co.za

Clause 1: Tour Operator shall arrange the travel adventure described on Annexure “A”. Upon execution of this Travel Contract by Traveller and acceptance by Tour Operator, Traveller shall be bound by the conditions of this Travel Contract.

Clause 2: Traveller shall submit payment to Tour Operator in accordance with the schedule shown on Annexure “A”.

Clause 3: Traveller may change travel arrangements only as allowed and subject to the conditions set forth in Annexure “A”.

Clause 4: Tour Operator shall be responsible for providing only that travel set forth on Annexure “A”. Traveller shall be responsible for all travel items not set forth on Annexure “A”.

Clause 5: Tour Operator shall not be responsible for providing any services not set forth in Annexure “A”.

Clause 6: Tour Operator shall contract with travel providers for the transportation, lodging, and entertainment set forth on Annexure “A”. It is understood that the travel providers may change the costs or nature of such transportation, lodging, and entertainment. Any changes in the cost of transportation, lodging, and entertainment shall be borne by Traveller. It being understood that the costs of said transportation, lodging, and entertainment may be dependent on a certain number of travellers participating in the travel adventure, any such changes shall become the sole responsibility of the Traveller and shall not excuse Traveller from performance of this Travel Contract.

Clause 7: At Tour Operator’s unfettered discretion, Tour Operator may refund to Traveller all moneys paid by Traveller to Tour Operator in connection with the travel adventure. Upon such refund, Tour Operator shall be excused from any and all liability under this Travel Contract.

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Clause 8: Tour Operator shall have no liability for any events beyond Tour Operator's control, such as, but not limited to missed travel connections, unavailability of lodging or entertainment, acts of God, transportation cancellations, weather, civil unrest, acts of terrorism, and the like.

Clause 9: Tour Operator shall have no liability for failure of any travel provider to provide the transportations, lodging, and entertainment described in Annexure "A". All descriptions of such transportation, lodging and entertainment are based solely on the representation of the travel provider and Tour Operator shall have no liability therefore.

Clause 10: Each Traveller specifically authorizes Tour Operator to use Traveller's voice, picture, and likeness in Tour Operator's promotional materials and otherwise without compensation to Traveller. Any such use shall be the exclusive property of the Tour Operator. Traveller releases Tour Operator, its officers, agents, employees and representatives from all liability arising from the distribution, broadcast, sale, and use of Traveller's voice, picture, and likeness.

Clause 11: Traveller agrees to obey all laws of any applicable jurisdiction during the travel adventure. If, in Tour Operator's unfettered discretion, and without liability of any sort, Tour Operator determines that Traveller is, or may be in violation of any law, statute, or ordinance of any applicable jurisdiction, Tour Operator may terminate Traveller's association with the travel adventure and Tour Operator shall have no liability for assisting Traveller from that time forward.

Clause 12: Tour Operator makes no representation or warranties as to the suitability of the travel adventure for Traveller or Traveller's suitability for the travel adventure and Traveller shall have sole responsibility for determining the appropriateness of the travel adventure for Traveller.

S Woods

Traveller #1

July 2010

Date

K White

Traveller #2

23 July 2010

Date

Accepted by Tour Operator on *24 July 2010*

SBhembe

For Tour Operator

Annexure A

Women in the Waves, Durban 2010

- _ **Villa Accommodations**
- _ **Round trip Airfare**
- _ **Airport Transfers**
- _ **Welcome dinner the first evening**
- _ **Continental breakfast each morning!**

November 9th through 20th, 2010 (11 nights)

Package includes: roundtrip airfare, villa room, airport transfers, welcome dinner the first evening, continental breakfast each morning.

Pricing:

Per Person/Double Occupancy

11 nights \$7,550

Price quotes including airfare are round trip New York to Durban.

Price and availability subject to change without notice.

Trip Insurance is available priced according to package price and age. We encourage all guests to purchase travel insurance. It is important to purchase insurance within 21 days of your initial deposit date in order to receive the most comprehensive coverage.

Payment: \$1500 non-refundable deposit per person required upon reservation. Deposit guarantees space, full payment guarantees price. Full and final payment due 30 days prior to departure date.

Documentation required: current passport required and must be valid for six months after travel.

Changes may be made subject to availability, until final payment. Non-refundable after final payment. Airfare change and cancel subject to airline policy.