

The following items are enclosed below, for your attention and signature:

- Our Policy in terms of the Protection of Personal Information Act 2013 (POPI)
- Standard terms and conditions

The above documents form part of this agreement and you are required to sign your acceptance of them.

We trust the above is to your satisfaction. Please contact us if you require any further information. Kindly quote the above booking number in all dealings with IGO TRAVEL (Pty) Ltd. Please be assured of our best service and attention at all times.

Yours  
sincerely,  
IGO  
TRAVEL

## IGO TRAVEL LIABILITY, TERMS AND CONDITIONS

Entered into between

IGO TRAVEL (PTY) LTD  
REGISTRATON NO.: 2009/016584/07

(hereinafter referred to as "IGO TRAVEL")

And

NAME: \_\_\_\_\_

IDENTITY NUMBER: \_\_\_\_\_

(hereinafter referred to as "the Client")

(individually referred to as the "Party", together referred to as "the Parties")

It is recorded that at all times, IGO TRAVEL acts only as an agent and intermediary between the Client and the relevant service provider, be it an airline, car rental company, tour operator, hotel, transfer company, online supplier or any other service which is not directly supplied by IGO TRAVEL (hereinafter referred to as "the Principal"). As such, it is agreed that IGO TRAVEL are not liable for any loss, damage, accident, delay and or inconvenience suffered by the Client that may be caused by the Principal.

### PLEASE READ CAREFULLY

The IGO TRAVEL Services Agreement consists of a number of documents:

- The signed Booking Confirmation;
- the signed Standard Terms and Conditions ("these Terms and Conditions");
- the Protection of Personal Information (POPI) Policy; and
- and the Payment Authorization form (if paying by credit card)

These documents together with the IGO TRAVEL booking confirmation constitutes the sole recordal of the agreement entered into between the Parties. No amendment, cancellation, alteration or variation shall be of any force and effect unless reduced to writing and signed by both Parties. For the purposes of clarification, it is specifically recorded that electronic signatures in terms of the Electronic Communications and Transactions Act 25 of 2002 shall not be sufficient for the purposes of amending these Terms and Conditions, and any amendment must be

signed in full by an authorized representative of the Parties.

IGO TRAVEL shall not be bound by any representation, warranty, guarantee and/or promise not specifically recorded herein. The Client acknowledges that he/she has not relied on any matter or thing stated on behalf of IGO TRAVEL that is not specifically included in this Agreement. Please read all of the documents carefully. By signing these agreements, the Client indicates that they acknowledge, understand and agree to be bound by the terms of the agreements, and in particular these Terms and Conditions. These agreements are the basis upon which the Client will receive services from IGO TRAVEL and the related Principals who are engaged for the Client's travel and ancillary requirements.

## **NOTICE :**

It is very important that you understand what you are signing. If there are any clauses that you do not understand, please contact the employee of IGO TRAVEL with whom you are dealing to obtain further explanation or clarity. These documents must be signed and returned to IGO TRAVEL. There are clauses that:

1. limit your rights and/or limit the liability of IGO TRAVEL;
2. require you to acknowledge certain facts;
3. require you to indemnify IGO TRAVEL; and
4. may pose an unusual risk or one that you may not have expected.

These clauses have been highlighted in bold and in the more onerous cases require you to initial next to them in order to draw your attention to them.

The effect and consequences of these clauses mean that you:

- may not be able to claim certain costs, expenses, losses or damages that you may have suffered from IGO TRAVEL;
- may not be able to recover certain amounts paid to IGO TRAVEL or be entitled to refunds in certain circumstances;
- may assume risks that would not ordinarily have been imposed on you;
- accept there are circumstances (other than the duration of the agreement coming to an end or due to a breach by you) in which the IGO TRAVEL can cancel the agreement without incurring any liability;
- may be required to indemnify (i.e. you will not have a claim against) IGO TRAVEL for certain costs, losses, expenses or damages or claims and IGO TRAVEL may have a claim against you for any such costs, losses, expenses or damages or claims against it, in the circumstances described in the indemnity;
- Acknowledge that certain circumstances are true. By signing the agreement, you acknowledge those circumstances or facts are true and you will be treated as though that is the case, even if it is not and you will be liable of the consequences if the representation made in these this Agreement is in fact not true.

Please ensure that you sign and initial where indicated as well as initialing all pages. If you have any queries, please do not hesitate to contact us. Please return a signed copy of this agreement, together with the agreements listed above as proof of your acceptance of the terms and conditions contained therein.

## **IMPORTANT NOTES**

It is specifically recorded that IGO TRAVEL reserve the right to withdraw prices or special offers without notice. We cannot guarantee any prices or offers until they are paid in full. Please note that the above reservations have been made. Prices are still subject to change without notice until payment has been received in full.

The forms of payment accepted by IGO TRAVEL are:

- o EFT (Electronic Funds Transfer)
- o Credit cards.

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## **TRAVEL DOCUMENTS**

Please note that your passport must be valid for 6 months after return to South Africa with a minimum of 2 blank pages in it and all passengers under 18 years must travel with an Unabridged Birth Certificate. It is noted that these are statutory obligations, and the enforcement thereof is not in the control or purview of IGO TRAVEL. It remains your responsibility to ensure that you travel documents comply with these requirements.

It is specifically recorded that it is not the obligation or responsibility of IGO TRAVEL to ensure that your travel documents comply with these requirements. It is specifically agreed that in the event of any cancellation, delay, and or alteration of the travel arrangements made on your behalf by IGO TRAVEL that may become necessary due to your travel documents not complying with these requirements, IGO TRAVEL shall not be liable for any additional costs of whatsoever nature and howsoever arising due such cancellation, delay and or alteration.

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## **CANCELLATIONS**

In addition to IGO TRAVEL's standard terms and conditions, which apply to this agreement, please note that the relevant terms and conditions of any third party service provider are incorporated into this agreement along with their applicable cancellation and refund clauses. These terms and conditions are to be found in the brochure of the relevant service provider that will, on request, be provided to you. Any failure on your part to familiarize yourself with these terms and conditions that may lead to any cancellation, delay and or alteration in your travel arrangements and which may lead to additional costs of whatsoever nature and howsoever arising shall be for your own account, and IGO TRAVEL accepts no liability to refund, reimburse or pay such additional costs.

In addition, any bookings cancelled after confirmation will be subject to cancellation fees of between 15% and a 100%, depending on the third party service provider's terms and conditions, copies of which will be provided to you on request.

### **Deposits are non-refundable.**

IGO TRAVEL will endeavor to recuperate these fees on your behalf, however, IGO TRAVEL shall not be held responsible or liable for any losses incurred. Airline tickets eligible for refund are subject to delays of approximately 8 weeks, however these delays are solely within the control of the relevant airline, and are not the responsibility of IGO TRAVEL. IGO TRAVEL undertakes to monitor these refunds, but at no stage undertakes to reimburse such refunds directly until such time as the applicable airline deposits such funds into IGO TRAVEL'S business banking account.

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## **STANDARD TERMS AND CONDITIONS OF BUSINESS**

### **1. PREAMBLE**

a) IGO TRAVEL (Pty) Ltd, Registration Number 2009/016584/07 ("IGO TRAVEL") carries on business under the regulations of the Association of South African Travel Agents ("ASATA") and provides clients with travel and/or other services on behalf of Principals and/ or other agents engaged in, or associated with the Travel Industry, including, amongst others, airlines, tour operators, hotels, shipping companies, travel organizations, service suppliers, car hire and any other providers of air, land, sea or any other travel arrangements, products or services ('the Principals'). IGO TRAVEL will provide, on request, the identity, terms and conditions of all the Principals and other parties for whom we act as agent relevant to the service being provided for your booking.

\*note that the use of the words "you" or "your/s" for the purposes of this agreement shall be a reference to the client/s, that being the individual signing this agreement and each of those travelers/travel companions referred to or included in terms of this agreement.

## 2. LIABILITY

a) It is recorded that IGO TRAVEL represents the Principals as an intermediary only, and accordingly on receipt by IGO TRAVEL of any bookings in a brochure or tailored quote, IGO TRAVEL shall transmit any such booking to the Principal concerned and endeavor to secure timeously all reservations and arrangements.

b) All vouchers, receipts and tickets are issued subject to these standard terms and conditions as well as those specified by the Principals and, by accepting the vouchers and tickets and/or utilising the services of any Principals participating in any of IGO TRAVEL's tours or packages, you are thus contractually bound to both these Terms and Conditions and those of the relevant Principal.

c) Neither IGO TRAVEL nor any associated company or representative shall be liable for any loss, injury of, or damage to your person and/or belongings howsoever caused save in an instance of gross negligence on the part of IGO TRAVEL, or its employees. By your signature and acceptance of these standard Terms and Conditions of business you hereby indemnify IGO TRAVEL against any claims for such loss, injury or damage of whatever nature such damage may be and however such damage arises. IGO TRAVEL furthermore does not accept liability for any actions, errors or omissions on the part of any Principal and/or their agents, which may be prejudicial to you or result in loss in any way or form whatsoever.

d) It is the responsibility of all clients to ensure that they are themselves and independently adequately insured in relation to any and all services rendered in terms of this agreement.

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## 3. BOOKINGS, CHANGE OF ARRANGEMENTS, ROUTES AND PRICES

a) The words "the booking" or "the reservation" refer to part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on your behalf with Principals for whom IGO TRAVEL acts as agent, and excludes services of a peripheral nature as described or similar to those described in Clause 6 of this Agreement.

b) A booking made by IGO TRAVEL constitutes a binding agreement between you and the Principals and is consequently subject to both these standard terms and conditions and those of the Principals who render services to you in terms of this Agreement.

c) The reservations are provisionally reserved until such time as the details of all travelers are provided to IGO TRAVEL and all deposits that are required are paid in full.

d) Wherever possible, IGO TRAVEL will endeavor to confirm the status of any booking in writing, but it is recorded that IGO TRAVEL may not always be able to do so. In such cases, failure to provide written confirmation shall not negate the validity of the booking and shall not constitute an act of negligence by IGO TRAVEL.

d) In the event of there being an unscheduled extension to the booking, including but not limited to delays caused by flight delay, bad weather, strike, civil unrest and or war, act of God or any other cause that is beyond the control of IGO TRAVEL, it is understood that expenses relating to these unscheduled extensions (including but in no way to be limited to hotel accommodation, etc.) will be for your account.

e) In the event that any Principal is unable to provide a service which has been confirmed to you, IGO TRAVEL shall use its best efforts to offer you alternative arrangements of similar classification, wherever reasonably possible in the same area, but at no time undertakes to arrange for such services at the same rate, and accepts no liability due to such cancellation on the part of the Principal.

f) Hotel accommodation and other arrangements are subject to alterations or cancellations any time without advanced warning or prior notice should circumstances arise which are beyond IGO TRAVEL's control. You accordingly agree that IGO TRAVEL shall not be held liable for any such alterations or cancellations.

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g) Whilst every effort is made to keep to published itineraries, IGO TRAVEL reserves the right to make changes as they are deemed necessary in the circumstances as and when such need arises. In some cases, conditions such as the weather may necessitate an alteration to the tour itinerary and this does not constitute any ground for a refund. IGO TRAVEL undertakes to provide you with all necessary and reasonable notice of any such changes as is reasonably practical.

h) Final itineraries and/or rooming lists must be received by IGO TRAVEL from you and all travel companions no later than 30 days prior to the date of payment of the booking. The information held by IGO TRAVEL as at 30 days prior to this date shall therefore be considered final. No undertakings or assurances regarding inclusion or performance based on information received after this time period will be given, or implied from the acceptance of any such information by IGO TRAVEL. The delivery of any such information after the aforementioned cut-off date shall attract additional charges, the value of which shall be payable by you upon notification of the additional charges.

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i) Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit to IGO TRAVEL, as required, which deposit may be non-refundable. Payment of any such deposit constitutes part of the booking conditions and IGO TRAVEL reserves the right to cancel any booking without prejudice to any of its rights arising from this agreement or in law, in the event of a deposit or part thereof not being received timeously.

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j) The booking price quoted to you is based on fares, hotel prices, land costs and other relevant costs applicable at the date of IGO TRAVEL's proposal/quotation. In the event of there being any increase or additional charges in any of the foregoing costs prior to the start date of any booking, such variation shall be for your account upon request for payment by IGO TRAVEL, as shall any increase in the booking price arising from the fluctuation in rates of exchange between the date on which the booking was quoted and the payment date of any booking.

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#### 4. PAYMENT AND ADDITIONAL CHARGES

a) Deposits in respect of all services shall be paid, unless specifically agreed to otherwise in writing between IGO TRAVEL and the client/s, 12 weeks before the start date of any of the services.

b) Final payment for any booking must be made at least six weeks prior to departure, unless specific arrangements have been made with IGO TRAVEL in writing.

c) Final payment is based upon the quoted and confirmed price, less any deposit paid, plus any increases and/or additional charges that may have been incurred.

d) Aside from passport, visa and other peripheral service fees (additional fees), IGO TRAVEL reserves the right to claim the late booking charges, communications, consultation, administration and amendment fees where applicable.

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e) Any invoice and/or statement received by you shall be payable in full and no deduction, set-off or alteration may be made by you should all or any part of the services booked by IGO TRAVEL be unused for any reason.

## 5. INSURANCE

- a) Assistance to obtain travel insurance in terms of Section 22 of the Tourism Act, 1993, is available on request.
- b) It is the client's responsibility to ensure that he/she/it/they are adequately covered by insurance. IGO TRAVEL may at its sole election and discretion, though it shall not be obliged to, affect insurance for you upon receipt of detailed written instructions by the client.
- c) All insurance affected by IGO TRAVEL pursuant to such instruction shall be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk. IGO TRAVEL shall not be obliged to obtain separate cover for any risks so excluded and this shall remain your responsibility.
- d) IGO TRAVEL shall not be under any obligation to affect a separate insurance for each client who receives services in terms of this agreement, but may declare it on any open or general policy.
- e) Should insurers dispute their liability under a contract of insurance effected for your benefit in terms of this clause 5, for any reason, you will have recourse against the insurers only and IGO TRAVEL does not accept any liability whatsoever in relation thereto, notwithstanding that the premium of the policy may be different to the rate charged by IGO TRAVEL or paid to IGO TRAVEL by you.

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- f) IGO TRAVEL will not be responsible if you fail to take adequate insurance cover or fail to make accurate and truthful disclosures necessary for the purposes of any such insurance cover, or required by any insurer or underwriter, as the case may be.

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- g) Queries may only be addressed to the principal insurer, and IGO TRAVEL shall not in any way be held responsible for any and/or all information advanced by its staff in this regard.

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## 6. VISAS

- a) IGO TRAVEL does not assist with visa or visa requirements. IGO TRAVEL will however, advise whether a visa is required and if it is, refer you to a visa specialist or embassy. IGO TRAVEL does not accept any liability whatsoever and howsoever arising in respect of any actions and or assistance that you may receive from the visa specialist or embassy, and does not warrant the accuracy or correctness thereof.
- b) As such, you hereby waive any and all claims you may have against IGO TRAVEL arising from any consequences of not having obtained an appropriate visa for the purposes of this agreement and the services rendered in terms hereof.
- c) Any failure on your part to ensure that your travel documentation and or visas comply with the relevant statutory and other requirements of the country and or countries that you may be visiting shall have no bearing on this Agreement, these Terms and Conditions, or the fees and or charges that shall be rendered by IGO TRAVEL, which shall remain enforceable and payable at all times.

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## 7. PERIPHERAL REQUIREMENTS

IGO TRAVEL will endeavor, as far as reasonably possible, to advise you on obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve and other bank approvals, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with Principals on whose behalf IGO TRAVEL acts as agent. Due to the constant changing nature of such peripheral requirements and services, however, IGO TRAVEL cannot be held responsible for ensuring that these requirements and services are provided correctly, timeously or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services.

## 8. CANCELLATION

a) IGO TRAVEL will endeavor to provide the services required by the client, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, IGO TRAVEL reserves the right to claim a reasonable cancellation fee for the services, administration, communication and charges which will, depend, amongst other things, on the debits IGO TRAVEL receives from its Principals.

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) In the event that you wish to cancel a booking, the refund amount will be subject to cancellation charges by IGO TRAVEL and the Principals. This percentage will depend on the amount charged by the Principals for the cancellation of the booking and is dependent on when the cancellation is made.

) All deposits that are paid and received are non-refundable.

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d) Failure to cancel may result in the total booking cost being lost and non-refundable.

e) Cancellations by the client may only be effected by giving written notice of cancellation to IGO TRAVEL in terms of these Terms and Conditions. The client shall remain liable for any cost/s incurred or charges received up to and including the date of cancellation.

f) IGO TRAVEL reserves the right to discontinue and summarily cancel any agreement in respect of which payment has fallen in arrears, and shall provide you with written notice of such cancellation in the event that it becomes necessary.

g) When this right is exercised, the full balance owing at that time shall immediately become due and payable on demand.

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## 9. DISCLAIMER

IGO TRAVEL shall not be responsible for any injuries, damages or losses caused to you in connection with terrorist activities, social or labour unrest, diseases, local laws, climactic conditions, criminal act or abnormal conditions or any other actions, omissions, or conditions outside the control of IGO TRAVEL. You assume complete responsibility for checking and verifying any and all entry requirements and any and all safety or security conditions at your chosen destination/s, during the length of your travel.

## 10. GENERAL

- a) This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- b) In terms of Section 45 of the Magistrate's Court Act 32 of 1944, as amended, the parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be instituted against them in terms of or arising out of this Agreement, notwithstanding that the amount claimed is beyond the jurisdiction of such Magistrate's Court. This Clause shall not be interpreted to mean that IGO TRAVEL is required to institute proceedings solely in the Magistrate's Court, and the election to institute proceedings in any court of competent jurisdiction remains solely in the election of IGO TRAVEL.
- c) The parties hereto choose as their elected *domicilia citandi et executandi* for all purposes under this Agreement (including the delivery of all written communications and the delivery of all orders placed by the Customer) as follows:
- i) IGO TRAVEL: 106 AVONDALE ROAD, ESSENWOOD, BEREA  
031 000 1122  
[travel@igotravel.co.za](mailto:travel@igotravel.co.za)
- ii) THE CLIENT: (ADDRESS)  
(TELEPHONE NUMBER)  
(EMAIL)
- d) Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered by DHL courier (or equivalent) or by facsimile (if one is nominated) or by email (if one is nominated). Any notice or other communication :
- i) if sent by DHL courier (or equivalent), shall be deemed to have been received, unless the contrary is proved, 5 (five) Business Days after dispatch thereof from the party dispatching same;
- ii) if sent by email, shall be deemed to have been received, unless the contrary is proved, on the date of sending, provided the day of sending is a Business Day or otherwise on the next following Business day.
- e) Any party shall be entitled, by notice to the other to change its *domicilium* to such other physical address provided that the change shall become effective only 14 (fourteen) days after service of the notice in question.
- f) For purposes hereof, Business Day means any day other than a Saturday, Sunday or public holiday in South Africa.
- g) Words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include females and words importing persons shall include partnerships, trusts and bodies corporate.
- h) No failure to exercise any particular right that is contained in this Agreement on the part of IGO TRAVEL shall be construed as a waiver of such right, and it is recorded that IGO TRAVEL's rights remain reserved at all times.
- i) Any indulgence and or relaxation that may be allowed by IGO TRAVEL in respect of the rights in terms of this Agreement and granted to the Client shall not constitute a waiver of IGO TRAVEL's rights under this Agreement. Any waiver that may be given by IGO TRAVEL shall be given in writing and signed by an authorized representative of IGO TRAVEL. Such waiver shall only relate to the specific rights and periods that are contained in such waiver, and shall at all times be interpreted in such a manner as to limit the scope of such waiver to ensure that IGO TRAVEL's rights remain undiminished.
- j) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- k) Any number of days prescribed in this Agreement excludes the first day and includes the last day.



- l) The words "including" and "in particular" are without limitation.
- m) Headings have been used in this Agreement purely for the purposes of assisting with the general layout of this Agreement, and shall have no effect on the interpretation of the Clauses that they introduce.
- n) The principle of "*contra proferentem*" shall not apply to this Agreement, which for the avoidance of any doubt, shall mean that in the event of any clause of this Agreement being vague and requiring interpretation, such interpretation shall not automatically be held to be that interpretation which favors the party that did not draft this Agreement.
- o) In the event that any clause and or provision of this Agreement is held to be vague, invalid, and or unenforceable in law for any reason whatsoever, then such vagueness, invalidity or unenforceability shall be interpreted in such a manner to ensure that the remainder of this Agreement is effected to the least amount, and to ensure that this Agreement remains valid and binding on the parties. Each provision and clause of this Agreement shall be considered to be severable from the remainder of this Agreement.
- p) In the event that this Agreement is signed in counterparts, then it shall become binding upon the parties as soon as the last signature is appended hereto, and any copy of this Agreement which evidences the signature of both parties shall constitute an original of the Agreement entered into between the parties.

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_ SIGNATURE \_\_\_\_\_

FULL NAMES OF SIGNATORY

## PERSONAL INFORMATION PROTECTION POLICY

### 1. CONSENT AND ACKNOWLEDGMENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

#### 1.1. Personal Information Policy

\*note that the use of the words "you" or "yours" for the purposes of this Policy shall be a reference to the individual communicating with IGO TRAVEL and/or concluding any agreement and each of those travellers/travel companions referred to or included in terms of such agreement.

1.1.1. IGO TRAVEL takes POPI and the protection of your personal information seriously. This Policy sets out how IGO TRAVEL will collect, use and protect the personal information of travellers and those acting on their behalf who require information, services and/or goods from us. If you have any questions or comments arising from this policy, please contact IGO TRAVEL's information officer (Mrs Jolene Ackerman) on (031) 000 1122.

1.1.2. What is personal information: the personal information that IGO TRAVEL is most involved in dealing with will be information relating to birth dates, identity numbers, passport numbers, occupation information, health information, travel destinations, travel and meal preferences frequent flyer and other relevant memberships, personal and work email and contact details, financial information relating to credit cards, bank accounts and other payment methods.

1.1.3. What is the purpose of the collection, use and disclosure (the processing) of your personal information: in order to provide you with modes of transportation and related travel services such as accommodation, meals, insurance, tours etc. which IGO TRAVEL sells to you and/or reserves on your behalf, it is necessary for us to collect, use and disclose your personal information in order to complete these and other transactions related to your requirements. More specifically, you will note that your information may be collected, used and/or disclosed in the obtaining of ancillary or additional services. Such instances will include:

- to provide you with advertisements of travel related information and personalized communications;
  - to identify you and your preferences;
  - to make airline, accommodation, car, tour and other reservations;
  - to obtain relevant insurance products on your behalf;
  - to obtain payment approval, including credit care or other financial approval for payment;
  - to compile statistics and market research information;
  - to comply with the law; and/or
- for a purpose that is ancillary to the above (hereafter referred to as 'the purpose')

Your personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining your consent beforehand.

1.1.4. How your personal information will be processed: IGO TRAVEL will only collect your information for the purpose. We will collect information relating to any agreement concluded between yourself and IGO TRAVEL and the services and/or goods that you require from us in the following manner:

- directly from you when you make a request of us for information and/or travel services or goods, which request you may make in writing or verbally;
- from your agent, relative, employer, work colleague or other duly authorised representative who may seek or request our services and/or goods on your behalf;
- from airlines or other service providers that provided you with services previously;
- from financial institutions, credit bureaus or similar entities;
- from our own records relating to our previous supply of services or responses to your request for services;
- from any automated services, including reservation systems, that were used to render services to you previously; and/or
- from a relevant Department of Home Affairs or equivalent entity in another country.

1.1.5. To whom will your personal information be disclosed: the personal information that may be processed in terms of your agreement for services and/or goods with IGO TRAVEL may be disclosed to other travel service providers on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of your personal information, service providers who operate across the borders of this country (trans-border flow of information) where your personal information must be sent in order to provide you with the information

and/or services and/or goods you have requested. In the event of another party/ies acquiring all of or a portion of IGO TRAVEL's business, your personal information will be disclosed to that party but they will equally be obliged, as we are, to protect your personal information in terms of this policy and the law.

1.16. Consent and Permission to process your personal information: As the signatory on behalf of the Customer and each of the travellers included and referred to in terms of any agreement and any requests for services and/or goods from IGO TRAVEL, you accept notification of IGO TRAVEL's Personal Information Policy as set out herein. IGO TRAVEL will accept the following as your consent to the current or existing and future processing of your personal information:

- should you fail to advise IGO TRAVEL that you do not agree with the policy and you wish to exclude all or some of the provisions of it, after you receive notification of this policy as contained herein;
- should you directly or indirectly through an agent or representative acting on your behalf, provide us with your personal information when you request information or services from IGO TRAVEL;
- should you verbally or in writing give your consent, be it by virtue of a previous consent given or in the circumstances of an application form or survey or like interaction with IGO TRAVEL.

IGO TRAVEL draws to your attention the fact that in terms of POPI and other laws of the country, there are instances where your express consent is not necessary to permit the processing of your personal information, for example relating to police investigations, litigation or when your personal information is publicly available.

Where you share personal information of your travel partners with IGO TRAVEL (i.e. all other travellers travelling with you or on whose behalf you are requesting services and/or goods from IGO TRAVEL in terms of your agreement with IGO TRAVEL) you hereby consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and you warrant that you are authorised to give this consent on their behalf. In the case of giving personal information relating to children, you expressly warrant that you have obtained the consent of a person competent to give such consent on behalf of the child in question.

To this end, you indemnify and hold IGO TRAVEL harmless in respect of any claims by any other person on whose behalf you have consented, should they claim that you were not so authorised.

IGO TRAVEL will not be held responsible for any improper or unauthorised use of your personal information that is beyond its reasonable control.

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1.17. Your rights regarding the processing of personal information:

- You may withdraw your consent to the processing of your personal information at any time, and should you wish to do so, you must provide IGO TRAVEL with reasonable notice to this effect. Please note that withdrawal of your consent is still subject to the terms and conditions of any contract that is in place. Should you wish to withdraw your consent but the withdrawal would then result in the interference of legal obligations, then such withdrawal will only be effective if IGO TRAVEL agrees to same in writing. IGO TRAVEL specifically draws to your attention that the withdrawal of your consent may result in it being unable to provide you with the requested information and/or services and/or goods.
- In order to withdraw your consent, please contact the Information Officer at [jolene.ackerman@igotravel.co.za](mailto:jolene.ackerman@igotravel.co.za).
- A copy of this policy is available on at our offices, situated at 106 Avondale Road, Essenwood, Berea, Durban, South Africa.
- Please ensure that if your personal information changes in any respect, you notify IGO TRAVEL so that their records may be updated. IGO TRAVEL will rely on you to ensure that your personal information is correct and accurate.
- You have the right to access your personal information that IGO TRAVEL may have in its possession and you are entitled to request the identity of which third parties will receive and/or process your information for the purpose. Please note however, that your request in this regard may be declined if:
  - the information comes under legal privilege in the course of litigation,
  - the disclosure to you of your personal information in the form it is processed may result in the disclosure of confidential or proprietary information,
  - giving you access may cause a third party to refuse to provide similar information to IGO TRAVEL,
  - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,

- the information as it is disclosed to you may result in the disclosure of another person's information,
- the information contains an opinion about another person and that person has not consented,
- the disclosure is prohibited by law.

## 1.1.8. Requesting access and lodging of complaints:

• Please submit any requests for access to your personal information in writing to IGO TRAVEL's information office at [jolene.ackerman@igotravel.co.za](mailto:jolene.ackerman@igotravel.co.za). You are to please provide enough detail regarding the information you require to allow IGO TRAVEL to identify what information you are seeking access to.

• With any request for access to your personal information, IGO TRAVEL will require you to provide personal information in order to verify your identification and therefore your right to access the information.

• There may be a reasonable charge for providing you with copies of the information you are requesting.

• Please direct any request for your personal information, complaints regarding this policy, any aspect thereof or any of the procedures IGO TRAVEL uses to process information, to the Information Officer.

• Should you feel that IGO TRAVEL has not dealt with any complaint you have filed to your satisfaction, you have the right to contact the office of the Information Regulator.

Initial\_\_\_\_\_

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
SIGNATORY FULL NAMES OF