

SPORTS TRAVEL AND HOSPITALITY AGREEMENT

PERSONAL INFORMATION:

Sporting Event	Rugby World Cup France 2023			
No. of Packages Required				
Details as per Passport	Traveller One	Traveller Two	Traveller Three	Traveller Four
Surname				
First name				
Passport number				
Expiry date				
Identity number				
Nationality				

**Please submit a copy of your passports with this booking contract
Larger groups – spreadsheet to be used*

FLIGHT INFORMATION (IF APPLICABLE):

(Whilst we take note of your specific requirements, we cannot guarantee availability)

	Traveller One	Traveller Two	Traveller Three	Traveller Four
Seating preference				
Meal Requirements				
Frequent flyer No.				
Domestic flights required				

Larger groups – spreadsheet to be used

HOTEL INFORMATION:

On arrival the hotel may request a credit card imprint as a guarantee against any extras which could be charged to your room. City Tax may be payable directly to the hotel by the guest.

(Whilst we take note of your specific requirements, we cannot guarantee all availability)

	Traveller One	Traveller Two	Traveller Three	Traveller Four
Hotel star grading				
Room type (single or double)				
Share room with (name)				

Larger groups – spreadsheet to be used

HOSPITALITY PACKAGES (IF APPLICABLE):

	Date of event	Hospitality package	Cost pp	Number of pax	Total
RWC 2023 official hospitality program					

BILLING INFORMATION:

Full Name of Person Responsible for Account		Designation	
Company Name		VAT #	
Telephone (Work)		Telephone (Mobile)	
Email Address			
Physical Address for Courier			

PAYMENT TERMS AND CONDITIONS:

Date	Percentage due
From 1 June 2023	100% unless otherwise agreed to in writing

Please note that the above payment will be subject to exchange rate fluctuations. The cost of any necessary adjustment/s to the package price caused by exchange rate fluctuations will be communicated to the Traveller will be billed to the Traveller

Should any services (for example: hotels, airlines, coaches, etc) implement a price increase without notice, we reserve the right to increase our quotation accordingly.

I acknowledge that I have read and understand the attached terms and conditions; which, by my signature below, I accept. I confirm that I am above the age of 18 and duly authorised to effect reservations and the conditions applying hereto on behalf of all those detailed above.

Signature _____

Name _____

Date _____



BELUGA STANDARD BOOKING TERMS AND CONDITIONS:

NOTICE OF CONDITIONS TO ALL TRAVELLERS "Beluga" or the "Organising Agent" shall for the purposes of this agreement mean **Beluga Marketing (Propriety) Limited** and its appointed representatives. On signature of this booking contract in respect of the travel package named on the cover page hereof ("Package") by the principal traveller or company ("Traveller") and the written acceptance by Beluga, the Traveller agrees that it is unconditionally bound by all the terms and conditions contained in this contract.

1. THE ORGANISING AGENT

- 1.1** Reserves the right to accept or reject any of the Travellers who are booked to participate on this Package;
- 1.2** Shall be entitled to make any arrangements for the issue of any air ticket, match ticket, transport or accommodation which is in the best interests of the booking
- 1.3** Shall not, under any circumstances and whether in contract or delict, be liable for any direct or indirect damage, injury (including death), loss, delay or inconvenience of any sort which shall be caused to any Traveller whether directly or indirectly, during the period of travel or while a temporary resident in any foreign country as a result of any failure by the Organising Agents to make satisfactory arrangements and whether or not caused through the act or omission of the Organising Agents;
- 1.4** Act as agents only and shall not in any way be liable as principals in issuing or obtaining the issue of any air ticket, match ticket, transport or accommodation;
- 1.5** Confirms that their representatives have no authority or permission to refund any money paid or to give any right to claim a refund from the Organising Agents;
- 1.6** Is not responsible for obtaining refunds on lost or unused air tickets or other means of transport, although every effort will be made to claim settlement on behalf of Travellers;
- 1.7** Reserves the right to cancel, abandon or modify the booking or part thereof. In such event, all or part of the money paid, as the case may be, will be refunded, less any expenses, disbursements or other commitments incurred by the Organising Agent on behalf of the Traveller/s and in such event no further liability whatsoever will attach to the Organising Agent.
- 1.8** Will appoint overseas agents, operators of the bookings and their cooperating agents, who will act only in the capacity of sub-agents for the Traveller in all matters relating to hotel accommodation, sightseeing tours and transportation whether by train, motor bus, motor-car, boat, aeroplane or by any other means, and as such are held free of responsibility for any harm, loss or damage occasioned from any cause whatsoever. The Organising Agents shall not be responsible for any direct or indirect loss, damage, expense or inconvenience caused by late transportation, or by any change of schedule or other conditions, nor shall they be responsible for the loss and/or damage to any property of the Traveller;
- 1.9** Reserves the right, in the event that insufficient bookings are received for the sports travel package to either cancel the booking or to adjust prices according to the final number of booked Travellers, on the basis that each package cost is calculated on a minimum number of Travellers *applicable to certain packages only*
- 1.10** Reserves the right to amend the booking cost at any time due to any revaluation or devaluation in the Rand, or any other relevant currency prior to the date of travel;
- 1.11** Hereby notifies the Traveller that:
 - 1.11.1** It is compulsory for the Traveller and/or each of the Travellers to take out adequate medical, cancellation, curtailment and public liability insurance ("Insurance") in respect of each booking. Should the Traveller and/or any of the Travellers fail to take out any or adequate insurance, the Traveller and/or the relevant Traveller indemnifies the Organising Agent in its entirety in respect of



any losses, expenses or claims arising in connection with any death or injury, or any loss or damage to property, which are not covered by the Insurance or which are not insured.

- 1.11.2 The Insurance must be obtained timeously as the cover only takes effect once Travellers' names are confirmed and the policy has been issued. Policies which extend to an entire group on a booking may require that the names of all Travellers are provided before such policies will become effective. Additional insurance to cover extended return dates will be billed accordingly by the relevant insurance company.
- 1.11.3 Optional Voluntary Cancellation insurance is available and may be taken out immediately once the booking is made. Please ask your travel consultant for further information.
- 1.11.4 Travellers over 60 years of age may require top-up travel insurance and any conditions stipulated by the relevant insurance company will apply. Supplementary policy fees will be billed accordingly.
- 1.12 Please note that it is each Traveller's responsibility to ensure that his or her passport has sufficient validity for the relevant country of destination, which is normally a minimum period of 6 months, from the date of travel. The Organising Agent accepts no responsibility for Travellers who cannot travel due to transgression of this clause. It is also the responsibility of each Traveller to ensure that the relevant visa(s) for the country of destination is obtained. Beluga shall not be held responsible for inadequate travel documentation.

2. AMBUSH MARKETING

- 2.1 The Traveller may not bring or cause to have brought any promotional, advertising or commercial items of any kind whatsoever into a stadium or hospitality facility, including but not limited to, any banner, sign or leaflet for the purpose of display or distribution. By way of illustration only, the Traveller and each of its guests shall refrain from wearing, in any stadium or hospitality facility, any clothing materials which prominently feature the name and/or logo and/ or any other trademark of the Traveller and/or its guests and which is intended to be worn as part of a group wearing the same or similar clothing in a way which may regard as the conduct of a promotional, advertising or commercial activity
- 2.2 The Traveller may not and shall procure that each of its guests shall not, promote, sell, display or distribute any promotional, advertising or commercial items or services at any stadium or hospitality facility, including but not limited to, drinks, food, souvenirs, clothing and flyers. All such items are subject to removal or confiscation by the Organising Agent or at the entrance of and within the hospitality facility, and any person engaging in such activities shall be subject to ejection from the stadium and/or hospitality facility.

3. PAYMENT

- 3.1 Payments will be specified to you on your quotation/invoice and or booking confirmation specific to the relevant package as set out and on the issued invoice.
- 3.2 Your payment is used to secure services such as sports tickets, accommodation, transfers, excursions and any other services contracted for the relevant package.
- 3.3 No payments or guarantees of payment shall be made to service providers prior to receipt of your payment.
- 3.4 Electronic payment is the preferred method of payment. Credit Card payments may be permitted subject to the prior written approval of Beluga and up to the specified value only and may attract a 3% service fee to negate the credit card commission charge.
- 3.5 All quotations are valid for the date of the quote only and services will not be confirmed until the signed booking form and agreement together with the payment are received by Beluga.

3.6 Any default in payment will constitute a breach of this agreement and shall entitle Beluga to cancel this agreement as set out in clause 3.

4. TICKET SPECIFIC TERMS & CONDITIONS:

4.1 Please note that fixture dates and times may change due to the TV broadcasters being unable to televise a live match. It is important therefore to book flexible flights and or train services to accommodate any change in fixture dates. Beluga will not accept liability for any fixture date change as this is out of our control. It is also important to note that the communication of fixture date changes is not always communicated to Beluga and we, therefore, do not accept any liability for this information not being relayed to you the Traveller should the fixture date change occur

4.2 The event tickets are non-refundable, in the event you are unable to attend a fixture due to the date change

4.3 Seating at a Sporting Event - Beluga do not guarantee where you will be seated. Whilst special requests may be made there is no way we can confirm your request. Each sporting event has different seating allocations and procedures in which the seats are allocated. We do not accept any liability for seating that does not meet your specific requirements.

4.4 Re-sale of Sporting Event Tickets - the re-sale of any sporting tickets is strictly prohibited. Once sporting event tickets are purchased, you will be liable for 100% cancellation fees in the event, you are no longer able to attend the sporting event.

4.5 Ticket delivery where season cards are made available:

Season cards: are delivered to the hotel the day before the match & must be returned to the supplier afterwards (A courier bag and details will be provided for the return of the match tickets) – if not returned a levy is charged and will be billed to the Traveller

E-tickets: these will be emailed to the Traveller 4 days before the match

Paper tickets: will be delivered to the hotel day before the event unless otherwise agreed

5. PACKAGE PRICES

Beluga expressly reserves the right to amend price quotations in the event of unforeseen increases in supplier tariffs, taxes and other Government levies, tourism levies, fuel prices, other taxes of whatever nature or other factors beyond their control.

6. CANCELLATION

6.1 All match ticket payments are non-refundable.

6.2 The cancellation terms and conditions are as follows:
100% penalty from 1 April 2023.

6.3 No refunds will be made for no shows or unused services irrespective of whether or not they form part of the basic inclusive tour price.

7. AIRLINE CONDITIONS

7.1 Airline reservations are subject to confirmation of airline, airfare & routing until such time as flights come into booking range. Beluga will endeavour to secure the optimum flights requested by the client suitable to the proposed travel dates.

- 7.2 Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by Beluga. Tours include a standard net airfare provided by the respective airline. Such airfares exclude airport taxes and fuel surcharges as levied by the airlines, unless otherwise specified.
- 7.3 All group air ticketing will be issued at least four weeks prior to the tour departure date, unless otherwise specified, once flights are secured and any name changes after the air tickets have been issued will be subject to airline rules & agency penalties.
- 7.4 All advertised itineraries are based on optimum flight departure dates from South Africa and return dates from France. Actual flight details will only be advised once flights are finalised after they are within system booking range and can only be confirmed once clients have paid non-refundable deposits and such deposits have been paid to the airlines. Consequently the actual flight requests can only be confirmed on receipt of such confirmation from the airlines. Flight costs included in the itinerary are estimated and subject to change.
- 7.5 All packages and costs are subject to change until final hotel and airline confirmations are received and deposits are paid.
- 7.6 Flight costs are refundable according to the policies of the relevant Airline and specific contracts for the event, subject to 10.2, 10.3, 10.4 and 10.5 above.
- 7.7 Airlines will charge breakaway and extension fees (where applicable) and group booking restrictions apply to each flight ticket.
- 7.8 Airport taxes are subject to increase at the time of ticketing & any excess will be invoiced accordingly with your final invoice.
- 7.9 In the case where a Traveller selects to purchase flights directly from our reservations system (that are not included in Beluga's standard travel package), Traveller names and full payment for flights & taxes will be required immediately in order to secure & issue the airline tickets. The applicable airline penalties will apply.
- 7.10 In the case of flight delays or disruption, onward international or domestic flights will not be the responsibility of the airline where these flight connections are missed and are not issued on the same booking/air ticket. The Agents will endeavour to assist with arrangements where possible, however any costs incurred will be for the Travellers account. The Organising Agents shall not be held responsible for any delay or disruption to the Tour caused by the airlines.
- 7.11 Traveller names for flights are required by the 31st July 2023. Any delays in providing Traveller names and/or any name changes after the required date will incur penalties.

8. CANCELLATION

- 8.1 Upon breach of this agreement by the Traveller, Beluga shall be entitled to cancel the agreement and the relevant package or booking with immediate effect and without any refund whatsoever.
- 8.2 Payments shall be made on the dates set out on the cover page of this agreement and are non-refundable. All payments already made will be forfeited should Beluga cancel this agreement due to breach.
- 8.3 The Traveller shall remain fully liable for any services or products notwithstanding cancellation of the agreement by Beluga due to breach.

9. FORCE MAJEURE

- 9.1 Force Majeure Event means any event or circumstance beyond the control of Beluga, including but not limited to:
- a) an act of God (such as earthquake, flood, fire, explosion, landslide, lightning, the action of the elements, a force of nature, washout, typhoon, hurricane, cyclone, tsunami, storm or storm warning or natural disaster);
 - b) industrial disputes, work bans or other labour disputes or difficulties;
 - c) acts of terrorism, political unrest, war or threat of war, riots or civil strife;



- d) failure or delays to scheduled transportation and the closure of airports or ports;
- e) pandemic, epidemic or health risk;
- f) governmental and administrative actions (including the closure of borders and travel warnings and restrictions).

9.2 Beluga shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or frustrated by strike, lock-out, civil commotion, war, act of God, force majeure, lack of materials, operation of law or regulations or order made by any statutory or other duly constituted authorities or any other cause beyond the control of Beluga. Force Majeure includes renovations that may be carried out at your resort whilst the Beluga will use its best endeavours to provide current information in that regard and whilst the resort will use its best endeavours to keep any inconvenience to a minimum, the fact that restoration or renovations are being carried out does not constitute grounds for any claim against Beluga.

9.3 Beluga will use its best endeavours to recover from third parties such monies as may have been paid to them on behalf of the Traveller. All monies so recovered by the Beluga will be reimbursed to the Traveller, less direct costs less a cancellation charge based on the time spent on the booking by the agent on the recoveries / any changes as well as lost professional fee revenue due to the agent. Professional fees earned by the Beluga are non-refundable and vary from 10-20% depending on the service provided.

10. COVID-19

10.1 To travel with Beluga, you voluntarily assume all risks related to exposure to COVID-19.

10.2 If the booked event is cancelled, played without spectators or postponed and played at a later date due to Covid-19, we will cancel the booking and a credit note will be applied.

10.3 If for any Covid-19 related reason the capacity will be less than 100%, we might be forced to cancel bookings as we will possibly not receive full allocations in that case.

10.4 Whilst Beluga endeavours to update you on the COVID-19 vaccination and PCR testing requirements prior to entry/departure between South Africa and another country. We do not accept liability for any change in information prior to your departure.

11. INDEMNITY

The Traveller irrevocably and unconditionally indemnifies the Organising Agent against all losses, expenses or claims arising in connection with the death of or injury to any of its Travellers or guests, or any loss or damage to property of such Travellers or guests, at any time during the period in which Beluga renders services to the Traveller unless caused by any gross negligence or wilful intent of Beluga. The same applies to any groups booked by the Traveller.