

CLASSIC MEMBERSHIP

TERMS AND CONDITIONS OF MEMBERSHIP ("Terms")

The Member hereby acknowledges and agrees that:

1. ACCEPTANCE OF APPLICATION

The Member accepts the terms and conditions contained herein.

Upon acceptance by CTT of the Member's application contained in the Application Form ("**Acceptance of Application**"), these terms and conditions (these "**Terms**") together with the accepted Application Form and the Annexes hereto shall govern the relationship between CTT and the Member in respect of any use by the Member of any services offered by CTT ("**Membership Agreement**").

On Acceptance of Application, the Member is entitled to utilise the benefits set out in Annexe A ("**Benefits**"), which Benefits may change from time to time as determined by CTT. CTT shall notify the Member of any change in the Benefits prior to effecting such change and the Member shall be entitled to terminate its membership with CTT prior to such change taking effect. The Member's use of any services and/or benefits offered by CTT in future shall be subject to these Terms and the accepted Application Form (i.e. the Membership Agreement), unless CTT and the Member agree on different terms of conditions in writing.

The Member undertakes to provide and sign all such documents as requested by CTT in order to give effect to the Membership Agreement between the parties.

The Member and CTT agree that nothing contained in these Terms shall constitute, or shall be deemed to constitute, a partnership, joint venture or similar relationship between the Member and CTT.

2. MEMBERSHIP FEES

The Membership Fees stipulated in the Application Form may increase annually with a percentage as determined by CTT at its annual general meeting. CTT shall notify the Member of any increase of its Membership Fee prior to such increase and the Member shall be entitled to terminate its membership with CTT prior to such amendment taking effect.

If the Member fails to pay the Membership Fees on the due date therefor, CTT may charge interest at the prime rate on the outstanding Membership Fee, from the due date for payment of the Membership Fee until actual payment by the Member.

3. ELECTRONIC BROCHURE EXPOSURE

The Member understands that the brochure display offered by CTT will be in the form of digital touch screen display only. CTT will make display space available in at least one (1) VIC. Each VIC may have specific digital brochure display policies. It is the Member's responsibility to confirm what the relevant display policies are and to comply with these policies.

CTT shall make a list of the member categories and the locations of the touch screens available to the Member on request. The Parties recognise that the number and location of touch screens may vary from time to time.

After Acceptance of Application and upon request by a Member, CTT's industry services administrator shall provide the Member with details of CTT's digital brochure service and the Member and CTT shall agree in writing on the Member's digital brochure display requirements.

The Member may change its digital brochure display requirements by giving written notice to CTT's industry services administrator, subject to CTT's prior written approval, which shall not unreasonably be withheld or delayed. Once CTT issues a confirmation to the Member, the requested changes will be effected by CTT. This can also be reviewed at membership renewal time.

CTT shall list the Member in its central database which is used by the VIC's for referrals and reservations.

4. CTT LOGO

For the duration of this Membership Agreement, the Member shall be entitled to use the official CTT member logo on its brochures and any electronic advertising subject to the Member complying with all guidelines, rules or policies adopted by CTT pertaining to the use of CTT's logo (as amended by CTT from time to time). The CTT member logo can be requested from the industry service administrator of CTT and will be provided to the Member in a generally acceptable, usable format.

The Member shall not in any manner amend or change the official CTT member logo and shall not have any rights to the intellectual property vesting in the CTT member logo and shall immediately cease all use of the CTT member logo upon termination of the Member's membership with CTT.

5. UNDERTAKINGS BY THE MEMBER

The Member undertakes to:

- (i) describe fairly to all visitors and prospective visitors the amenities, facilities and services provided by the Member whether by advertisement, brochure, word-of-mouth or by any other means;
- (ii) refrain from including misrepresentative content or images in any marketing material;
- (iii) allow each visitor a reasonable opportunity to view the services prior to confirmation of booking;
- (iv) specify what is included in the prices quoted, including taxes and any surcharges. Details of any additional charges for additional services or facilities should be separately stated;
- (v) adhere to its current prices and promptly advise visitors of any alteration in prices prior to confirmation of booking;

- (vi) provide details of any payments due by the visitor and issue a receipt to the visitor on payment;
- (vii) promptly and courteously deal with all enquiries, reservations, correspondence and complaints from visitors;
- (viii) ensure the safety of visitors and their possessions, within the bounds of legal liability;
- (ix) not to discriminate, and cause its employees and servants not to discriminate, against any visitor in an unfair manner;
- (x) implement lawful, healthy, safe and equitable employment conditions, enhance equal employment opportunities and support human resource development through training;
- (xi) allow a CTT representative reasonable access (during the Member's normal trading hours and upon reasonable prior written notice by CTT) to its establishment to confirm that the Member's establishment complies with the relevant minimum legal requirements;
- (xii) ensure that the staff of CTT is familiar with its products and services by offering educational (subject to availability of staff) and/or product briefings (i.e. staff sessions) and regular visits to the VIC where and when possible;
- (xiii) not bring CTT into disrepute; and
- (xiv) accept liability for payment of any commission from reservations and referrals received from CTT at the date of confirmation of booking.

6. CODE OF CONDUCT

The Member undertakes to adhere to the code of conduct contained on CTT's website at www.capetown.travel in its dealing with the public, CTT, CTT's employees, directors and representatives, the Member's own employees and other members of CTT.

7. INCREASE IN FEE AND TERMINATION OF MEMBERSHIP

The Member's membership will automatically be renewed on each anniversary of the date of Acceptance of Application in the event that the Member does not terminate its membership in accordance with this Membership Agreement. CTT will notify Members of the applicable increase in the monthly Membership Fees (as well as any increase in the Booking Fee) during December each year, which will be effective from 1 January the following year. The Member shall be entitled to terminate its membership with CTT (and this Membership Agreement) in the event that it does not accept any increased membership fees and/or Booking Fee or does not accept the proposed changes to the Benefits prior to such increases and/or changes taking effect. If no notice of termination has been received by CTT prior to such increases and/or changes taking effect, the Member shall be deemed to have accepted such increases and/or changes on the date on which such increases and/or changes come into effect.

If the Consumer Protection Act 68 of 2008 (the "**Consumer Protection Act**") applies to the transactions contemplated in this Membership Agreement between you and us, the Member may at any time terminate its membership (and this Membership Agreement) with CTT by giving not less than 20 business days' written notice of such termination. In this case, the Member shall be liable for a reasonable cancellation penalty in the event of cancellation by the Member and a *pro rata* portion of the Membership Fee for the period up and including to the date of termination.

CTT may terminate the Member's membership with CTT (and this Membership Agreement) on notice if the Member:

- (i) fails to pay its Membership Fees, any commission, interest and booking fees owing to CTT on the due date thereof;
- (ii) breaches a material provision of these Terms and fails to remedy such breach with 20 business days' of written request by CTT to remedy such breach.

CTT may at any time terminate the Member's membership by giving not less than 5 business days' written notice of such termination.

In the event of termination of membership, CTT shall be entitled to remove all of the Member's brochures from the VIC's; remove the Member's listing on any digital media platform and cease to refer visitors to the Member and the Member shall immediately cease making use of the official CTT member logo.

8. WARRANTIES

CTT does not give any warranties in respect of its goods and/or services (whether express, implied or tacit) other than those implied warranties in terms of the Consumer Protection Act.

9. LIMITATION OF LIABILITY

As far as the law allows and subject to the provisions of clause 10, CTT will not be liable to the Member for any claim, loss, liability or damages, including but not limited to any claim, loss, liability or damages:

- (i) which are special, indirect or consequential damages (including, but not limited to loss of profits, loss of income and loss of goodwill);
- (ii) caused by any fact or circumstance beyond CTT's reasonable control;
- (iii) caused by the Member's breach of these Terms; and
- (iv) caused by any act or omission by a third party service provider.

CTT's liability to the Member, if any, in terms of these Terms will not exceed in the aggregate the total annual membership fees paid or due to be paid by the Member.

This clause limits and excludes obligations, liabilities and legal responsibilities which CTT may have towards the Member. It also limits and excludes the Member's rights and remedies and places various risks, liabilities, obligations and legal responsibilities on the Member.

10. INDEMNITY

In the event that any claim is instituted against CTT as a result of the Member's non-compliance with the Consumer Protection Act and/or any other applicable laws, the Member agrees, to the extent allowed by law, to indemnify CTT against any loss of whatsoever nature and howsoever arising as a result of the Member's failure to comply with the Member's duties under the Consumer Protection Act and/or any other applicable laws.

This clause constitutes an assumption of risk and/or liability by the Member under which the Member indemnifies CTT against certain liability, and may result in the Member being liable for additional costs and liability.

11. CONSUMER PROTECTION ACT

- (i) Where regulated by or subject to the Consumer Protection Act, it is not intended that any provision of these Terms contravenes any provision of the Consumer Protection Act. Therefore all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
- (ii) No provision of these Terms:
- does or purports to limit or exempt CTT from any liability (including, without limitation, for any loss directly or indirectly attributable to CTT's gross negligence or wilful default or that of any person acting for or controlled by CTT) to the extent that the law does not allow such a limitation or exemption; or
 - requires the Member to assume risk or liability for the kind of liability or loss referred to in clause 13(ii)(a), to the extent that the law does not allow this such an assumption of risk or liability.

12. USE OF PERSONAL INFORMATION

- (i) The Member might from time to time provide personal information to CTT, or CTT might receive it from other sources. Such personal information is used to allow CTT to provide each Member with better access to its products and services, as well as for research purposes. Personal information may include information about the Member's name, identity number or registration number, birth date, gender, financial affairs, business affairs, addresses and other contact details.
- (ii) As far as the law allows, the Member gives CTT permission to collect, store or process its personal information for all purposes relating to these Terms, including but not limited to the assessment of the Member's Application Form, the execution of any bookings on the Member's behalf and sending notices to the Member.
- (iii) As far as the law allows, the Member gives CTT permission to:
- collect, store or process its/his/her personal information to provide services or goods the Member requests;
 - share the personal information with third parties, including third party service providers, during the course of performing, or for purposes of performing, any of the activities referred to in clause 14(ii) above;
 - transfer the personal information outside of South Africa to third parties, or store the personal information outside of South Africa, during the course of performing, or for purposes of performing, any of the activities referred to in clause 14(ii) above;
 - appoint and permit third parties, including third party service providers, to perform any of the activities referred to in this clause 14 on CTT's behalf;
- (iv) the Member may ask CTT at any time to correct any of the personal information should it come to the Member's attention that CTT's records are incorrect;
- (v) CTT cannot ensure or warrant the security of any personal information the Member provides CTT, but CTT shall take all reasonable and organisational measures to protect the Member's personal information in line with legal and technological developments and not publish such information.
- (vi) If the provisions of this Membership Agreement is regulated by or subject to the Protection of Personal Information Act 4 of 2013 ("POPI"), it is not intended that any provision of this Membership Agreement contravenes any provision of POPI.

This clause limits and excludes obligations, liabilities and legal responsibilities which CTT may have towards the Member. It also limits and excludes the Member rights and remedies and places various risks, liabilities, obligations and legal responsibilities on the Member.

13. BOOKINGS AND REFERRALS (only to the extent applicable to the Member)

CTT shall provide a booking service to visitors to Cape Town ("Visitors") and will use reasonable efforts to refer and/or book Member products for such Visitors that request information from CTT.

Upon receipt by CTT of any enquiry by Visitors, including accommodation, tours, car rental and activities, CTT shall confirm with the Member whether it has availability and the total price thereof (the "Price"). All prices quoted to CTT must be a rack rate, i.e. the price must include all charges, commissions and value added tax. Services which are not included in the rack rate should be stated separately.

Upon receipt of confirmation form the Member, CTT shall make a provisional booking for the Visitor with the Member, which will be reserved for 24 hours.

CTT shall charge a booking fee of 20% of the Price for each booking that it secures for the Member (the "Booking Fee"), which Booking Fee may increase annually with a percentage as determined by CTT at its annual general meeting. CTT shall notify the Member of any increase in the Booking Fee prior to such increase and the Member shall be entitled to terminate its membership with CTT prior to such amendment taking effect. The Booking Fee shall be deducted from the total Price charged by the Member for the product booked for the Visitor. This booking fee must be included in the rack rate quoted by a Member.

The Visitor shall pay the balance of Price to the Member directly and CTT shall issue a booking confirmation to the Visitor detailing the Member's details, details of the product booked and the booking fee and other deposits (if any) collected. CTT shall provide the Member with a copy of the booking confirmation.

In the event that the Visitor pays only the Booking Fee to CTT, this shall be sufficient to secure a reservation with the Member. CTT shall be entitled to retain the Booking Fee irrespective of whether or not the balance is paid to the Member.

The Member shall be responsible for following up with the Visitor after receipt by it of the booking confirmation regarding all further matters, including without limitation: (i) further payments; (ii) bank account details for further payments; (iii) acceptable forms of payment, e.g. cash, credit card, bank transfer; and (iv) cancellation policies.

If the Visitor (after having made an enquiry with CTT whether telephonically, electronically or in person) deals directly with the Member before securing the provisional booking, the Member shall be obliged to pay the Booking Fee to CTT within two (2) business days after receipt by the Member of an invoice from CTT for same. CTT shall have the right to enquire from the Visitor whether it has secured the provisional booking made by the CTT.

The Member agrees that by confirming the booking and paying the booking fee, that the Visitors are entitled to use the facilities and services of the Member for the dates, room types, special services and prices agreed. Suitable alternative accommodation must be provided by the Member, if the original booking is not available for any reason.

To the extent allowed by law, CTT shall not be liable for any costs, claim, loss or damage suffered or incurred by the Member and/or the Visitors arising from the booking services offered by CTT, including as a result of an over booking by the Member.

This clause limits and excludes obligations, liabilities and legal responsibilities which CTT may have towards the Member and also limits and excludes the Member's rights and remedies and places various risks, liabilities, obligations and legal responsibilities on the Member.

14. REFERRAL PROGRAMME

Each Member may, at its election, partake in the CTT Classic Membership referral programme (the "Programme"), in terms of which a participating Member may earn up to a maximum of 12 months payment-free membership on the terms below:

- a Member may provide CTT with the contact details (including, the name, physical address, email address and contact number) of prospective members, who wishes to utilise the Benefits provided by CTT;
- CTT shall request that a prospective member completes an online membership application form, in terms of which the prospective member agrees to terms and conditions similar to these Terms for a period of not less than 12 months;
- once the prospective member becomes a member of CTT ("New Member"), CTT shall contact such New Member to verify (to the satisfaction of CTT) the referral by the (existing) Member;
- if such verification occurs (to the satisfaction of CTT), the Member shall receive one month of free membership for each New Member it has referred to CTT, provided that such Member shall not be entitled to accrue more than a total amount of 12 months payment-free membership as a result of the Programme; and
- a New Member shall be entitled to the first three months of their membership payment free.

Any benefit received as part of the Programme by a Member shall be utilized in the month/s immediately following a successful verification process in respect of a New Member. Furthermore, no benefit received by a Member and/or a New Member as part of its participation in the Programme may be refunded or transferred to any person/party.

The Member is obliged to inform all prospective members of the benefit which the Member shall receive following the prospective members' participation in the Programme.

A Member shall only be entitled to partake in the Programme if such a Member is not in breach of these Terms.

CTT may suspend or terminate the Programme or the Member's ability to participate in it for any reason.

CTT may amend these terms pertaining to the Programme on notice to Members; the continued participation in the Programme following any amendment to the Programme shall constitute consent to such amendment.

