



STANDARD TOUR OPERATOR AGREEMENT

IN ORDER TO REGISTER FOR RATES, PLEASE COMPLETE BELOW REGISTRATION FORM. ONCE YOUR REGISTRATION FORM HAS BEEN APPROVED, YOU WILL BE GRANTED ACCESS TO VIEW THE RATES.

TERMS & CONDITIONS

These are the standard terms & conditions in agreement between Total Stay (Pty) LTD Ltd, hereinafter called "Totalstay" and the registering party.

1. RATES & RESERVATION BOOKING CONDITIONS

- Totalstay reserves the right to amend the quoted rates should there be any change in the rate of Value Added Tax (VAT), or any other levy or tax, or unforeseen and unbudgeted for increases in labour and key commodities.
- Rates are quoted per room per night, in South African Rand, are inclusive of Value Added Tax at 15% and are nett and non-commissionable.
- Only rack rates or BAR rates may appear on the registering party's website when featuring any of Totalstay properties.
- All special rates must be defined as a special offer when advertised.
- All negotiated rates provided and agreed to between Totalstay and the registering party, shall not be disclosed and will remain strictly confidential.
- Payment and cancellation fees are applicable as per the property rate sheets as well as child/ third adult sharing policy.
- Where nett rates are not applicable, commission can be claimed according to standard Totalstay commission claim procedures. For these details kindly email to: bookings@totalstay.co.za Invoices for commission claims must be submitted no longer than 3 months after the client check out date.
- Operator's that are involved in the direct selling of online accommodation products to the general public through a website are required to maintain rate parity, therefore fixed commissionable rates will be allocated. The selling price may not be modified.
- Registering parties may use NETT rates when combining accommodation with additional products such as flights, car hire and transfers providing the accommodation only rates are not published.
- Check-in time is 14h00 and check out time is 10h00. Luggage-storage facilities could be provided on request at certain properties.
- Reservations are subject to the terms and conditions on check-in. Totalstay reserves the right to request proof of residency of guests.
- Totalstay reserves the right to review all negotiated rate contracts on an annual basis according to support and contributions.
- It is the onus of the registering party to update all systems according to the respective room/apartment classifications, rate periods and rates accordingly.
- Totalstay reserves the right to move reservations between units/rooms of a similar classification within the same property, should it be necessary.

2. BEST AVAILABLE RATES (BAR RATES)

- BAR rates will be utilised at the discretion of management.
- BAR rates are commissionable, however not on standard commission structures. Commission rates could be supplied by Totalstay.
- BAR rates are not combinable with any special offers or exclusive value adds.

3. WEBSITES & MARKETING MATERIAL

- Totalstay is to be informed of all websites and other online or offline publications that Totalstay properties will be featured in, by the registering company. Any additional websites that are added by the registering party of Totalstay portfolio during the contract must be declared to Totalstay.
- Totalstay reserves the right to regulate which websites and online media Totalstay properties are submitted to, by the registering party.

- No Totalstay property may be submitted to paid listing websites without the written permission of Totalstay.
- Totalstay reserves the right to refuse any application or annual renewal of website listings without explanation.
- All marketing material must be kept up to date i.e. brochures and websites, the registering party agrees to indemnify Totalstay against any expense, liability, claim or loss that results from any claims arising out of online publication and display of the website.
- The registering party will not be allowed to replicate any original material created by Totalstay for use in other online or offline publications. Such material includes logos, the site layout/design and all code.
- No material from www.totalstay.co.za website or any other website owned, operated, licensed or controlled by Totalstay may be copied, reproduced, republished, posted, transmitted or distributed in any way, except that the registering party may download one copy of the materials on any single computer for personal, non-commercial use only. By doing so, the registering party agrees to keep intact all copyright, trademark and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of Totalstay's intellectual property rights. All trademarks, service marks, and trade names are property of Totalstay
- All marketing material (text and images) pertaining to any Totalstay product (i.e. brochures, web listings etc), must be approved by a representative of the Totalstay prior to publication. Totalstay will not accept any responsibility for misrepresentation.

4. FIT/INDIVIDUAL BOOKING CONDITIONS

4.1 STANDARD PAYMENT CONDITIONS

- Full prepayment is required one month prior to the confirmed arrival date.
- Where the registering party has credit terms with Totalstay, vouchers are required according to the payment schedule and the applicable cancellation terms will apply.

4.2 PEAK PERIOD PAYMENT CONDITIONS

- Full prepayment is required 60 days prior to the confirmed arrival date during the peak periods as noted on the rate sheets.
- Where the registering party has credit terms with Totalstay vouchers are required according to the payment schedule and the applicable cancellation terms will apply.

4.3 STANDARD CANCELLATION POLICY

- In the event of a cancellation within 8-15 days of the confirmed arrival date, a 50% cancellation fee will apply.
- In the event of a "no-show" or cancellation less than 7 days of the confirmed arrival date, a 100% cancellation fee will apply.
- All cancellations to be made in writing by the registering party.

4.4 PEAK PERIOD CANCELLATION POLICY

- In the event of a cancellation within 46-60 days of the confirmed arrival date, a 50% cancellation fee will apply.
- In the event of a cancellation within 31-45 days of the confirmed arrival date, a 75% cancellation fee will apply
- In the event of a "no-show" or cancellation less than 30 days of the confirmed arrival date, a 100% cancellation fee will apply.
- All cancellations to be made in writing by the registering party.

4.5 REFUNDS

- All refunds are at the discretion of Totalstay
- Any refunds processed will be subject to an administration fee.

5. GROUP RESERVATION BOOKING CONDITIONS

- A party of 8 or more rooms/apartments is considered to be a group.

5.1 STANDARD PAYMENT CONDITIONS

- A 10% non-refundable deposit is required within 14 days of acceptance of the quotation and receipt of invoice.
- A preliminary rooming list and 50% deposit is required 60 days prior to the confirmed arrival date.
- A final rooming list and full prepayment is required 30 days prior to the confirmed arrival date.
- Where the registering party has credit terms with Totalstay, vouchers are required according to the payment schedule and the applicable cancellation terms will apply.

5.2 CANCELLATION POLICY

- In the event of a cancellation/amendment within 59-30 days prior to the confirmed arrival date, a 50% cancellation fee will apply on cancelled rooms and room nights.
- In the event of a cancellation/amendment less than 29 days prior to the confirmed arrival date, a 100% cancellation fee will apply on cancelled rooms and room nights.
- All cancellations or amendments to be made in writing by registering party.
- Where a group is booked within a PEAK period, the FIT peak period cancellation terms will apply.

5.3 DRIVER/GUIDE POLICY

- 1 Driver/guide will be provided free of charge for groups (8 or more rooms/apartments) (Limited to certain Totalstay Properties)
- The name & details of the guests to be provided with the final rooming list.

6. TERMS OF PAYMENT

- Registering party's requiring extended payment facilities will be required to complete an application for extended payment facilities for each individual property. Where extended payment facilities are granted, payment limits will be set and must be adhered to.
- Extended payment facilities will be forwarded to the financial manager of Totalstay for approval.
- All extended payment facilities to be settled in full 30 days from invoice.

6. FORCE MAJEURE

Totalstay shall be excused and shall not be deemed in default for any failure of performance hereunder, for any reason beyond its control. Such reasons shall be deemed to include, without limitation, war, warlike operations, armed aggression, insurrection, riots, fire, explosions, accidents, failure to obtain government approvals, governmental acts or omissions, regulations or orders, natural disasters, acts of a public enemy, epidemics, quarantine, restrictions or labour unrest.

7. SITE INSPECTION PROCEDURE

Should you as registering party wish to undertake a site inspection, please email your request to: sales@totalstay.co.za, in order to arrange a site inspection at a Totalstay property.