

TERMS AND CONDITIONS

GENERAL

These terms and conditions supplement and modify Club Med's booking conditions in its brochures, website and/or invoices, which are hereby incorporated into this Agreement and form an integral part hereof. If there is any contradiction between these terms and conditions and those in Club Med's brochures, website, and/or invoices then these terms and conditions shall prevail. Club Med reserves the right to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is Your obligation to periodically check these Terms and Conditions at the Website for changes or updates.

INTERPRETATION

In these terms and conditions unless the context indicates a contrary intention -

2.1 clause headings are for convenience only and shall not be used in its interpretation;

2.2 an expression which denotes any gender includes the other genders and a natural person includes an artificial person and vice versa;

2.3 the singular includes the plural and vice versa.

2.4 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

2.4.1 "Administration Fee" refers to an admin fee levied by Club Med at the time of Your booking, in the minimum amount of R500 excluding VAT per traveller;

2.4.2 "Agreement" refers to these terms and conditions;

2.4.3 "Club Med" refers to Vacances (Pty) Ltd trading as Club Med South Africa;

2.4.4 "Consumer" refers to a natural person or a juristic person with an annual turnover not exceeding the threshold published in the government gazette from time to time, currently R2 000 000 (two million rand), and as defined in accordance with the Consumer Protection Act, entering into this Agreement with Club Med;

2.4.5 "Group" refers to a booking by a corporate client, no minimum number of travellers required;

2.4.6 "Service Provider" refers to the representative responsible for providing any and all activities, facilities, transport and transfers;

2.4.7 "The Package" refers to a booking that includes accommodation, flights and complimentary services described in Club Med's brochures and/or website;

2.4.8 "The Package Price" refers to the price for the package as quoted in the final invoice;

2.4.9 "Third Party Provider" refers to any separate legal entity in terms of which Club Med has no control over and includes but is not limited to airlines, optional insurance providers, third party service providers located at the resorts;

2.4.10 "Parties" Club Med and You;

2.4.11 "Village" refers to the relevant Club med resort booked or recommended for your travel;

2.4.12 "You" refers to the Party entering into this Agreement, be it an agency on behalf of the traveller/s or a juristic person on behalf of the traveller/s.

2.5 Where any term is defined within the context of any particular clause in this Agreement and conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause.

2.6 Unless inconsistent with the context or save where the contrary is expressly indicated:

2.6.1 a reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "Business Day" shall be any day other than a Saturday, Sunday or official public holiday in the Republic. Any reference to "business hours" shall be construed as being the hours between 08h30 (eight hours and thirty minutes) and 17h00 (seventeen hours) on any Business Day. Any reference to time shall be based upon South African Standard Time;

2.6.2 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;

2.6.3 in the event that the day for payment of any amount due or performance of any obligation in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for payment or performance, as the case may be, shall be the subsequent Business Day;

2.6.4 any reference in this Agreement any other agreement or document shall be construed as a reference to this Agreement or (as the case may be) such other agreement or document, as the same may have been, or may from time to time be, amended, varied, novated or supplemented;

2.6.5 no provision of this Agreement constitutes a stipulation for the benefit of any person who is not a party to this Agreement;

2.6.6 a reference to a Party includes that Party's Permitted Successors.

2.7 The rule of construction that the Agreement shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.

2.8 Where in this Agreement provision is made for the Parties (or either of them) to agree on or grant approval in respect of any matter, such agreement or approval shall only be valid and binding on the Parties thereto if reduced to writing and signed by the duly authorised representative of such Parties.

2.9 The use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the eusdem generis rule shall not be applied in the interpretation of such general wording or such specific example.

2.10 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

SERVICES

3.1 You undertake to ensure that the terms and conditions hereunder applicable to the traveller shall be made known to the traveller failing which you undertake to be accountable thereto.

3.2 The reservation is initially booked upon receipt of the signed agreement, initialed terms and conditions, and payment of the deposit. Full payment is required for final reservation. For the avoidance of any doubt, Club Med shall not be liable to perform any services in terms of this Agreement or howsoever arising until such time as the full Package Price has been paid to Club Med.

PACKAGE

4.1 Club Med offers a Package option which enables You to book accommodation, flights and complimentary services described in Club Med's brochures and/or website directly through Club Med.

4.2 Club Med acts as an agent for the purposes of booking the items making up your Package and any cancellation or change of your booking will be subject to clause 7 below as well as the policies and procedures of the relevant Third-Party Providers, which are outside the control of Club Med.

4.2 Any supplementary services such as conference facilities (e.g. conference rooms, coffee breaks, cocktails, team building activities) together with any other services agreed at the time of booking will be at an additional cost and invoiced accordingly. Subject to agreement between the Parties, availability of the services and the type of service required, the charges for any supplementary services will either be included in the Package Price or invoiced separately.

4.3 Any increase in the number of travellers is subject to availability and the additional cost per person will be advised and invoiced accordingly.

4.4 Any decrease in the number of travellers may affect the cost quoted; the new pricing will be advised and invoiced accordingly.

4.5 You must supply the full and final list of the travellers at least 6 weeks prior to departure, if your booking includes flights. If your booking includes scheduled flights, the relevant airline's terms and conditions in relation to final list of travellers will be advised and applied.

PRICE

5.1 At the time of Your booking, You will be given an estimate of the Package Price and the deposit will be calculated on the basis of that figure. The final Package Price will be confirmed to You within 1 month of departure, HOWEVER THE PACKAGE PRICE IS AT ALL TIMES SUBJECT TO FLUCTUATIONS IN THE AIR FARES, AIRPORT TAXES AND CURRENCY FLUCTUATIONS, which are outside the control of Club Med.

5.2 Until Club Med has received payment of the Package Price in full, it reserves the right to charge any fluctuations to Your account and You undertake to pay for any such fluctuation on demand. The onus will be on You to check that there have been no changes in the Package Price prior to making full and final payment. Airfares and taxes, as well as changes and cancellations are subject to the price, conditions, policies and procedures of the airlines.

5.3 The Administration fee levied per traveler is earned and becomes due and payable at the time of booking. You hereby agree to this fee being deducted from Your deposit once the booking has been made, subject to the terms of clause 23 where the booking was made as a result of direct marketing.

PAYMENT

6.1 30% of the Package Price is due at the time of booking and within 7 working days of signature of agreement on all bookings made more than six months prior to the date of departure and is subject to the provisions of clause 7 below.

6.2 A further payment of 30% of the Package Price is due 90 days before the date of departure and is subject to the provisions of clause 7 below. If the booking is made in less than three months but more than one month prior to the date of departure, this sum is due in addition to the 30% payment required in terms of clause 6.1 above at the time of booking.

6.3 A further payment of 40% of the Package Price is due one month before departure and is subject to the provisions of clause 7 below. Bookings made within the month prior to the date of departure must be accompanied by payment of all three instalments set out above, making 100% of the Package Price in total must be paid at the time of booking.

6.4 The cost of any additional services secured in the Village and not prior to travel shall be paid by You in the Village.

6.5 If payment of any of the instalments set out above is not made by the due date, Club Med shall be entitled to charge interest at 1% above the prime rate, as charged by Club Med's bankers on overdraft facilities from time to time, compounded and calculated daily on such overdue instalment until date of final payment.

CANCELLATIONS & MODIFICATIONS

7.1 Any modification or cancellation of a booking, requested by You, shall be dealt with as follows:

7.1.1 For any modification an Administration Fee of **R500 (Excluding VAT)** per traveler will be charged as well as any increase in price due to the modification requested.

7.1.2 For any cancellation received by Club Med in writing prior to **180 days before the departure date** (the departure date is not included in calculating the time period), all amounts already paid by You less a **R1500 (Excluding VAT)** administration fee per traveler, will be reimbursed, the refund excludes membership fees, optional insurance and airfare, together with any cancellation charge levied by any airline carrier and/ or applied to extra services booked and provided by Third Party Providers.

7.1.3 Between the **180th and 91st day before departure**, Club Med shall retain by way of cancellation charges, **30% of the Package Price** together with any cancellation charge applied to extra services provided by Third Party Providers, including airlines.

7.1.4 Between the **90th and 31st day before departure**, Club Med shall retain by way of cancellation charges, **60% of the Package Price** together with any cancellation charge applied to extra services provided by third party providers, including airlines.

7.1.5 From the **30th day before departure** and thereafter, Club Med shall retain by way of cancellation charges, 100% of the Package Price together with any cancellation charge applied to extra services provided by third party providers, including airlines.

7.2 Any change or cancellation of your transport booking after reservation, may incur a charge of up to 100% of the travel costs, subject to individual transport companies' terms and conditions. In these circumstances, the modification or cancellation charges detailed above will apply only to the remainder of the Package Price.

Changes within 7 days before departure will incur an additional administration fee of R 1500 (Excluding VAT)

7.3 **Modification and Cancellation by Club Med;**

7.3.1 Club Med reserves the right to make changes to the Package and/or change the Package Price if the number of travellers is reduced or increased from the number set out in the contract.

7.3.2 If You do not accept a change of terms proposed by Club Med in the circumstances set out in The Club Med Business T&C's clause 7.3.1, Club Med reserves the right to cancel the Package altogether, this cancellation shall be deemed to be a cancellation by You in accordance with provisions of clause 7.1 in The Club Med Business T&C's and treated accordingly.

SAFETY & SECURITY

8.1 You shall be responsible for ensuring that You advise all traveller/s that they are obliged to:

8.1.1 respect and comply with all directions issued by Club Med's staff, Service Providers or representatives, including those relating to safety and security.

8.1.2 conduct themselves in a way, which is in accordance with the code of conduct of any Village and/or in a manner, which is not contrary to public order or to accepted standards of behaviour.

8.2 Club Med reserves the right to take any action it requires necessary, including to expel any traveller from a Village and claim damages for any loss suffered by Club Med, for failure of the traveller/s to behave as set out in clause 8.1 above.

8.3 You acknowledge and accept, and will ensure that all travellers acknowledge and accept that:

8.3.1 It is the traveller/s duty to familiarize himself/herself with the inherent dangers of the proposed travel and any mental and/or physical levels of health required for the proposed travel arrangements.

8.3.2 Club Med reserves the right not to serve alcohol to any traveller if it considers that it is in the best interests of Club Med, other guests and/or the traveller concerned.

8.3.3 The services and activities booked need not be provided by a Service Provider if they cannot be provided without breaching any relevant law;

8.3.4 Participation in any activities and/or uses of the facilities provided by a Service Provider or the Village are at the traveller's own risk and the traveller absolves the Service Provider and the Village from any and all liability in contract, or in tort for any loss from any cause whatsoever (including negligence) arising from such participation and/or uses;

8.3.5 Acknowledge and assume those extra risks encountered by using facilities and/or participating in activities that intrinsically involve the possibility or risks greater than those encountered in daily life;

8.3.6 That Club Med acts merely as intermediary for the purposes of securing bookings on your behalf with the Service Providers when booking, inter alia, activities, transport and transfers on your behalf and accordingly accepts no liability in contract or in tort for any loss caused by any activity mentioned in this clause whatsoever; and

8.3.7 That the services provided by a Service Provider will be governed by the laws of the place where those services are provided and any legal action concerning those services or any claim concerning any loss arising in respect of those services will be dealt with in the courts of that place against the Service Provider and Club Med shall have no involvement or incur any liability in that regard.

LIABILITY

9.1 This clause 9 will only apply in circumstances where Club Med is not in breach of its duties in terms of this Agreement or the Consumer Protection Act if applicable; and

9.2 Will not apply to gross negligence or willful misconduct on the part of Club Med, its representatives or any person for whose actions Club Med is legally liable.

9.3 The proposed travel arrangements are made on the express condition that Club Med, its employees and agents, acting as intermediaries for the purposes of booking Your travel arrangements, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to You (which shall be deemed to include Your heirs, executors, administrators or assigns), Your luggage, or other property, wherever, whenever and however the same may occur. You indemnify and hold harmless Club Med, its employees and agents accordingly. Club Med, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever.

9.4 Disclaimers and Limitation Of Liability

9.4.1 To the fullest extent permissible by law, Club Med disclaims all warranties of any kind, whether express or implied in respect of the Services and You utilise the Services at your own risk.

9.4.2 You agree that Club Med is unable to and is not required to guarantee a particular experience/result at your destination.

9.4.3 Club Med's liability to You pursuant to the provisions of this Agreement shall furthermore be limited to the total amount of the fees charged and paid by You in respect of the Services that gave rise to any such liability.

INDEMNITY

10.1 You hereby defend and indemnify Club Med and Club Med's associates, respective suppliers and any of their officers, directors, employees and agents from any loss, damage, liability, claim, expenses, causes of action, demands, recoveries, fines, penalties or other costs or expenses of any kind or nature including, but not limited to, reasonable legal and accounting fees, which may arise as a result, and/or brought by third parties as a result of:

10.1.1 Your breach of this Agreement and notices or the documents referenced herein;

10.1.2 Your violation of any law or the rights of any third party;

10.1.3 Unlawful conduct, willful misconduct and/or gross negligence by You and/or the traveller or a party for whose actions You are legally liable for.

10.2 You indemnify and shall keep Club Med indemnified against any claim from any traveller in connection with any information supplied to the traveller on

Club Med's behalf which is incorrect (Misinformation) and against any and all costs, expenses and damages which Club Med may incur or become liable for as a result of such Misinformation.

10.3 Club Med shall give You prompt notice in writing of any claim being made or action threatened or brought against Club Med and will permit You, at Your own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

UNSCHEDULED EXTENSIONS

In the unlikely event of there being an unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of Club Med, its agents or assigns, it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc.) will be for Your account.

ITINERARY VARIATIONS AND TRANSFERS

12.1 While every effort is made to keep to the final itinerary, Club Med reserves the right to make changes intended for Your convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary and this does not constitute any reason for a refund. It is Your duty to check each amendment to the itinerary.

12.2 Although no changes are anticipated, Club Med reserves the right to withdraw, alter or modify published tours, itineraries, facilities and activities at any time at Club Med's discretion without notice and without liability for any loss. You will be advised of such changes and you should ask if there are any amendments of which you should be aware of prior to departure.

INSURANCE

We include basic travel insurance cover for Club Med members, the cost of which is included in the membership fee. Details of this insurance and its benefits are set out in the "Club Med insurance benefits" booklet, copies of which are available from Club Med on request. **Please note that an important condition of any insurance claim is that Any claims must be submitted within 90 days of the claim having arisen.**

Should you wish to obtain comprehensive travel insurance cover we recommend taking out your own travel insurance.

FORMALITIES

PASSPORTS, VACCINATIONS, VISAS AND RE-ENTRY PERMITS - It is advisable to check what requirements are necessary for your country of travel. It is the passenger's responsibility to obtain and to pay for all necessary documentation. Club Med will not be held liable or responsible arising from your failure to secure all necessary documents vaccinations, visas and/or re-entry permits.

CLUB MED PACKAGE INCLUSIONS AS PER THE AGREEMENT

- Airfare and transfers (Package Holidays only)
- Transfers for Club Med stopover holidays in certain Asia/Pacific/Latin America/ European villages. Check with Club Med for availability and booking requirements.

15.1 STAY AT CLUB MED VILLAGE

- Accommodation at the Village, as per agreement.
- 3 full meals per day with table wines, local beer and mineral drinks provided during lunch and dinner.
- Bar and snacking, Village conditions apply.
- Use of all the Village facilities and sports equipment (except snow equipment) and services of trained instructors as provided by the Village operator.
- Unique Club Med entertainment.
- Service taxes at the Village.
- Tipping at a Village is not expected.

15.2 STAY OUTSIDE A CLUB MED VILLAGE

In some cases, Club Med arranges packages that combine a stay at a Club Med Village with tours operated by other operators, or with an overnight stay at non-Club Med hotels. During those outside tours or overnight stays (unless otherwise specified in the itinerary), only the twin share hotel room, breakfast and transfers are included in the price.

15.3 NOT INCLUDED IN YOUR CLUB MED PACKAGE

- Airport taxes. (Airport taxes payable ex South Africa only, may be included where applicable);
- VSOP beverages, unless otherwise specified.
- Excess baggage charges;
- Laundry, gifts, excursions, some activities where there is a charge for materials e.g. arts and crafts, some sports, such as diving and golf balls for private usage.

FORCE MAJEURE

16.1 If Club Med is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of strike, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, act of Government, pandemic, shortage of or a breakdown in transportation facilities, adverse weather conditions, closure of resorts, ports or airports, air traffic control delays, technical problems, civil commotion, unrest or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of Club Med, Club Med shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either direct, general, special or consequential which You may suffer due to or

resulting from such delay or failure. Club Med shall as soon as practicably possible, provide written notice of any such inability to perform.

- 16.2 Club Med shall, upon termination of the force majeure event, forthwith give written notice thereof to You.
- 16.3 Should such force majeure continue for a period of more than 90 days then You shall be entitled forthwith to cancel this Agreement in respect of any obligations still to be performed hereunder and Club Med shall issue you with a travel voucher equal to the sum paid to Club Med, less the membership Fee and any other cancellation or change fees levied by any Third Party Provider, including the airline.

COMPLAINTS AND ARBITRATION

- 17.1 It is Your responsibility to advise the traveller/s that, if during the holiday, a traveller wishes to lodge a complaint then such traveller is obliged to report such complaint to Club Med's management at the Village who will endeavour to rectify the problem on site. If the problem is not resolved during the traveller's stay, then the traveller must obtain/prepare a written report and submit it to Club Med for consideration within 28 days of completion of their stay.
- 17.2 You shall advise the traveller/s that no refund or credit will be given for unused days resulting from non-use of transfers, meals or other services, or from late arrival at the Village and/or premature departure from Village, except if such withdrawal is at the express request of the Village operator and is for reasons other than the bad behaviour of, or breach of this Agreement or the Village rules by a traveller.

AIRLINES AND OTHER CARRIERS

Airlines and or other carriers do not, by endorsing Club Med holidays, represent themselves as having an agreement or any other relationship with You or any traveller/s. The passenger ticket in use by a carrier providing transport, when issued, shall constitute the sole agreement between the traveller and the carrier for that transportation.

GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

ARBITRATION

Any disputes arising from or in connection with this Agreement shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

DOMICILIUM AND NOTICES

- 21.1 The Parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any legal notice or the serving of any process, as follows:
 - 21.1.1 Club Med –, Offices 212-214 Design Quarter, corner William Nicol and Leslie road, Fourways, 2128, Gauteng.
 - 21.1.2 You – As set out in the signed Agreement, alternatively your registered head office or the place of business, or place of residence.
- 21.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 21.3 Any notice given by either party to the other ("the Addressee") which:
 - 21.3.1 Is delivered by hand during the normal business hours of the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery;
 - 21.3.2 Is posted by prepaid registered post to the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the fourth (4th) day after the date of posting.

GENERAL

- 22.1 Subject to clause 22.2 below this Agreement, read together with Club Med's Booking Conditions in its brochure or website, and the invoices, will constitute the sole agreement between the parties and shall supersede all other agreements and/or representations whether written, oral and/or implied between the parties.
- 22.2 Neither party shall be bound by any express or implied term, representation, promise, warranty or the like not recorded herein.
- 22.3 No addition to, variation, or agreed cancellation of this Agreement, including this clause, shall be of any force or effect unless in writing and signed by or on behalf of the parties. For purposes hereof "in writing" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention.
- 22.4 No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 22.5 Nothing in this Agreement shall constitute a partnership, joint venture, agency or employment between the parties hereto, and neither party shall have the authority or power to bind, or agreement in the name of, or to create a liability against, the other in any way for any purpose.
- 22.6 Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity, enforceability or legality of any other of its provisions.

DIRECT MARKETING: CONSUMER'S RIGHTS TO WITHDRAW FROM THE AGREEMENT

- 23.1 If this Agreement is concluded as a result of direct marketing, a Consumer has the right to terminate this Agreement by written notice to be delivered to Club Med, within five (5) days after the last party to sign this Agreement has signed this Agreement (being conclusion of the Agreement).
- 23.2 The five (5) day period mentioned in clause 23.1 is calculated with the exclusion of the date of conclusion of this Agreement and of any Saturday, Sunday or public holiday. This notice will have no effect unless it:
 - 23.2.1 Is signed by the Consumer or his representative on his written authority;
 - 23.2.2 Refers to this Agreement as the agreement that is being revoked or terminated, as the case may be; and
 - 23.2.3 Is unconditional.

CONSUMER'S RIGHT TO CANCEL ADVANCE BOOKINGS

- 24.1 A Consumer has the right to cancel an advance reservation in accordance with clause 17 of the Consumer Protection Act, and Club Med shall have the right to charge a reasonable cancellation fee for such cancellation, having regard to:
 - 24.1.1 The nature of the services that were reserved or booked;
 - 24.1.2 The length of notice of cancellation;
 - 24.1.3 The reasonable potential to find an alternative traveller between the time of receiving the cancellation notice and the time of the cancelled reservation; and
 - 24.1.4 The general practice of the travel industry.
- 24.2 Club Med shall not be liable for any charges levied by airlines and other Service Providers in respect of cancellations by the Consumer. Club Med will liaise with the airlines and Service Providers on the Consumer's behalf in order to facilitate the resolution of any dispute in relation to the cancellation charges in respect of cancellations.

ACCEPTANCE BY YOU OF THIS AGREEMENT SHALL BE DEEMED TO HAVE TAKEN PLACE IN THE EVENT THAT YOU ENGAGE WITH CLUB MED FOR ANY OF ITS SERVICES. EVERY INSTANCE OF CLUB MED'S SUPPLY OF GOODS AND/OR SERVICES TO YOU SHALL BE SUBJECT TO THE ABOVE TERMS AND CONDITIONS.