

# M-Travel Terms And Conditions

## 1. General

1.1. We, Mahala Loyalty Programme Pty Ltd (SATSA 2267) (M-Travel, provides a range of services, including facilitating the purchase of bus tickets, hotel accommodation, tours, and other travel-related products on a layby basis.

1.2. The website located at [www.mahalas.co.za](http://www.mahalas.co.za) is owned and operated by us. Please read these terms carefully as they govern your access to and use of the Site and Services.

1.3. These Terms may be amended by us at any time and by continuing to use the Site, you accept the Terms as they apply from time to time.

## 2. Use Of Site

### Access and Account Registration

2.1. To access the Services, you must:

- a. be over the age of 18;
- b. register for a membership with us;
- c. possess the legal right and ability to enter into a legally binding agreement;
- d. accept these Terms and our Privacy Policy [www.mahalas.co.za](http://www.mahalas.co.za) which forms a contractual relationship between you and us; and
- e. provide us with current, complete, and accurate identification, and other information (some of which is not mandatory) including, but not limited to, your name, surname, identity number, phone number, a valid email address and password, and current credit or debit card details (Registration Information).

2.2. When registering an Account, Mahala will allocate login details to your account. You are responsible for maintaining the confidentiality and integrity of the Account, the password, and for all use and activity carried out on your Account. If you believe that there has been unauthorized access to your Account, please contact us.

2.3. The information you provide us through your use of the Services, including but not limited to your Registration Information, must be accurate, complete, and up to date. You must promptly update all information to ensure it remains up to date. We are not obliged to confirm the identity of users but may, at our discretion, take reasonable steps to ensure details are accurate.

2.4. You acknowledge and agree that if the information that you provide to us is inaccurate or becomes out of date, you may not be able to use the Services.

2.5. We reserve the right to refuse to register any user for any reason at our sole discretion or to deny anyone access to an Account or the Services at any time and for any reason, without notice.

2.6. We reserve our right to implement any comments, reviews, or suggested improvements to the Site made by you in whatever form (Suggestions) and you consent to any act or omission that would otherwise constitute an infringement of your moral rights and grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable license to use the Suggestions, whether on this Site, another Site we own or control, or in any hardcopy form.

## **Security of User Content**

2.7. We will take all reasonable steps to implement, maintain and enforce security procedures and safeguards to protect the security, confidentiality, and integrity of the Registration Information from unauthorised access or use by a third party or misuse, damage, or destruction by any person. However, given the nature of the internet, we do not guarantee and cannot ensure the security of Registration Information and we expressly exclude liability for any such loss, however caused.

2.8. We recommend you take proactive means to protect your computer system from potential hazards by installing firewalls, anti-virus software, and other security applications.

## **Prohibited Uses**

2.9. You must not use the Services to:

- a. breach, allow others to breach or do anything that would cause us to breach any law, regulation, rule, code, or other legal obligation;
- b. infringe upon our intellectual property rights or the intellectual property rights of others;
- c. engage in any behaviour that we consider inappropriate, defamatory, offensive, abusive, indecent, illegal, or disparaging;
- d. upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; or
- e. collect or track the personal information of others.

2.10. M-Travel reserves the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

2.11. In line with our regulatory requirements for anti-money laundering and sanctions screening, we cannot register users, that are listed on the sanction list. M-Travel only operates within the borders of RSA.

2.12. You must not reproduce, duplicate, copy, sell, resell, or exploit any written material, visual material, or code on the website, including these Terms, without express written permission from M-Travel.

## **Search Function, Product Listings & Quotes**

2.13. The search function on our website retrieves general information about accommodation and pricings made publicly available from various travel providers (Travel Providers). Our systems use this general information to provide a cost summary for the layby financial arrangement we are prepared to offer to our customers for their preferred accommodation options (Product Listings). Whilst we strive to ensure our system regularly updates, collects, and publishes accurate and up-to-date information for each Product Listing, we cannot and do not warrant that all information published on M-Travel will be current, accurate, complete, and/or free of system glitches or errors.

2.14. Where we become aware of any error, omission or system glitch (Error) in either our operating system or that of a Travel Provider, we will notify you of the Error within a reasonable time of us becoming aware of same. We reserve the right to, at our sole discretion, either correct the Error or cancel your booking and provide you with a full refund.

2.15. All Product Listings are subject to revisions in line with any changes in price, time, dates, flight path or other associated ticketing details that each airline ticketing provider makes from time to time.

2.16. Quotes are subject to change prior to your first installment being received.

## **Third Party Links**

2.17. The Site may contain links to other websites owned and operated by third parties, which are not under our control (Third Party Links).

2.18. Third Party Links are provided as a convenience to you and the existence of such links on the Site is not an endorsement of those Third Party Links.

2.19. We are not responsible for the content or material contained in any Third Party Link.

## **3. Disclaimer**

3.1. M-Travel do not supply or provide Travel Products and our role is limited to facilitating your purchase of Travel Products from Travel Providers on a layby basis.

3.2. We do not issue credit or perform credit checks.

3.3. By procuring the Services, you agree that you have read and understood the relevant Travel Provider's terms and conditions and agree to be bound by same. A

copy of the Travel Provider's terms and conditions can be provided to you upon your request.

3.4. By accessing the Services, you understand and agree that M-Travel is an intermediary, and:

- a. a. we do not act as your agent; and
- b. b. your use of the Services to purchase Travel Products creates a legally binding agreement between you and the Travel Provider.

3.5. As an intermediary, PayLater Travel bears no responsibility for any matters arising out of or in connection with your use of a Travel Provider.

## 4. Terms of Service

### Your Obligations

4.1 You must:

- a. a. comply with all applicable laws and regulations;
- b. b. co-operate with and provide all assistance and information reasonably required by us;
- c. c. ensure that you do not cause or contribute to any matter or circumstance that is likely to give rise to any actual, threatened, or potential claim, demand, proceeding, suit, objection, or other challenge affecting either parties' ownership of, or rights in, that party's intellectual property; and
- d. d. provide us with current Registration Information and promptly update us in the event those details change.

## 5. Fees and Payment terms

5.1. In order to secure your Travel Product on a layby basis, a refundable deposit of a minimum 10% of the total booking cost is payable at the time of booking.

5.2. The cost of the booking, less the deposit paid (Balance), is payable on a layby basis debited from your nominated credit or debit card (Nominated Payment Option). You agree that by entering into this agreement, we may debit the Balance on the dates agreed at the time of booking (Payment Schedule).

5.3. We hold your Travel Product, unencumbered and in trust for you until such time as the Balance has been paid in full, at which time your Travel Product will be issued to your nominated email address.

5.4. Payment in full is required at least four weeks prior to the date of travel departure.

5.5. By using the Service, you consent to us paying the Travel Provider on your behalf in exchange for your agreement and obligation to repay or pay to us in accordance

with this agreement, the agreed amounts (which may include any applicable taxes, duties or other related amounts charged by a Travel Provider), as well as any additional fees, including late fees charged by a Travel Provider in the event of your failure to adhere to the Payment Schedule.

5.6. All prices quoted are in SA Rands unless otherwise specified at the time of booking.

5.7. M-Travel makes no representation that prices advertised on the Site are identical to prices on individual Travel Provider sites that may exist from time to time.

## **Changes to your Payment Schedule**

5.8. Where you wish to alter your Payment Schedule, you must notify us in writing at least 5 business days prior to the scheduled payment. You acknowledge that any notifications received within 5 business days of the scheduled payment may not be changed or canceled. If you wish to alter your Payment Schedule, please contact: [travel@mahalas.co.za](mailto:travel@mahalas.co.za).

## **Dishonoured payments**

5.9. You are responsible for ensuring there are sufficient funds available through your Nominated Payment Option. Where a scheduled payment has failed, you must contact us to rectify the failed payment. If you do not rectify the failed payment before the next payment date on the Payment Schedule, you acknowledge that your booking may be canceled or subject to price increases.

5.10. You agree to allow our third-party payment processor to deduct funds from your Nominated Payment Option. If the third-party payment processor is unable to deduct funds from your Nominated Payment Option, you acknowledge that it will continue to attempt to deduct those funds until the payment has been affected or your booking has been canceled, whichever occurs sooner.

5.11. A compulsory price increase may occur if the number of missed installments prevents M-Travel from ticketing your travel arrangements.

5.12. If you are struggling with your installments or experiencing financial hardship, please contact our team at 0860 021 068 to discuss your options.

## **Changes to your booking**

5.13. Where your booking requires amendment either at your request (Change Request) or as a result of your failure to provide us with complete and correct details at the time of booking, you agree to pay:

- a. a. any fees charged by the Travel Provider; and
- b. b. a change request fee of R150 per change, per booking to us.

5.14. All Change Requests must be made in writing to [travel@mahalas.co.za](mailto:travel@mahalas.co.za) no later than 60 days before the commencement of your Travel Product.

## 6. Cancellations

6.1. It is your responsibility to notify us in writing as soon as possible of a cancellation, or your intention to cancel, a Travel Product (Cancellation Request). Cancellation Requests can be made at any time, but please note that we may charge a reasonable cancellation fee to account for the Services provided (Cancellation Fee).

6.2. All Cancellation Requests must be made in writing to [travel@mahalas.co.za](mailto:travel@mahalas.co.za) no less than 30 days prior to the commencement of your Travel Product. Cancellation Requests cannot be accepted over the phone or via live chat.

6.3. In the event you are eligible for a refund from the Travel Provider, we will issue a refund to your Nominated Payment Option upon receipt of the refund from the Travel Provider.

6.4. To the extent permitted by law, M-Travel will only be liable to provide a refund to you to the extent that M-Travel receives a refund from the Travel Provider.

6.5. M-Travel reserves the right to deduct any outstanding money owed (including the Cancellation Fee) from payments you have already made to us in accordance with your Payment Schedule.

6.6. If your layby installments are insufficient to cover the Cancellation Fee, M-Travel is entitled to recover the outstanding amount as a debt owed.

### Non-Refundable Travel Products

6.7. Where you have purchased a non-refundable Travel Product and choose to cancel your booking, M-Travel will charge you a reasonable Cancellation Fee in consideration of the costs incurred by us and the provision of the Services provided up to the date of cancellation.

6.8. Should a Travel Provider not provide a refund, M-Travel will, to the extent it is possible in accordance with the Travel Provider's terms and conditions, provide reasonable assistance to convert your accommodation into credit that can be redeemed with the Travel Provider.

### Where a Travel Provider changes or cancels your booking

6.9. You acknowledge that M-Travel is not responsible for any revisions a Travel Provider may make to your booking. All bookings are subject to supplier availability and should a Travel Provider make changes to your booking, which can occur at any time, we will make reasonable attempts to advise you of your options.

6.10. You acknowledge, as if you had procured the Travel Product yourself, that you are responsible for reorganising your travel arrangements and bearing the relevant costs, subject to any arrangement or terms and conditions offered to you by your

Travel Provider, should you miss your flight or should your Travel Provider cancel, delay or overbook your Travel Product.

6.11. If a Travel Provider cancels your Travel Product, M-Travel will, to the extent permitted by law, only be liable to provide a refund to you to the extent that M-Travel actually receives a cash refund from the relevant Travel Provider. Where cash refunds are due to you from a Travel Provider, M-Travel reserves the right to deduct a fair and reasonable fee for the provision of the Services.

6.12. If a Travel Provider cancels your Travel Product, they may offer credit in accordance with their terms and conditions. While we do not control these commercial terms, M-Travel will provide reasonable assistance to convert your flights into airline credit redeemable with the Travel Provider.

## 7. Privacy

7.1. We will collect, use and disclose any personal information you provide us when accessing or using the Services in accordance with our Privacy Policy. For more information on our information collection and handling practices, please view our [Privacy Policy](#).

## 8. Warranties

8.1. We do not give any express warranty or guarantee as to the suitability, reliability or availability of our Service, Travel Providers or of the content of the Site.

## 9. Exclusions and Limitation of Liability

9.1. To the fullest extent permitted by law, we are not liable to you or anyone else for any loss or damage you may suffer or incur in connection with your use of the Services, even if we have been advised of the possibility of such loss.

9.2. To the fullest extent permitted by law, we exclude:

- a. liability for special, indirect, or consequential damages, including damages for loss of data, reputation, goodwill, and opportunity, loss of or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit; and
- b. all representations, warranties, or terms (whether express or implied) other than those set out in these Terms.

## 10. Indemnity

10.1. You agree to indemnify us for all losses, damages, liabilities, claims, and expenses (including reasonable legal costs on an indemnity basis) incurred by us arising out of or in connection with your use of the Services, any User Content or Registration Information, your breach of these Terms or any rights of third parties.

## 11. Dispute Resolution

11.1. In the event of any dispute under these Terms, the parties agree to negotiate in good faith to resolve the dispute.

11.2. Any dispute or difference whatsoever arising out of or in connection with this Agreement, which cannot be resolved by the parties within 30 days, shall be submitted to mediation in accordance with, and subject to, the laws of AFSA.

## 12. Termination

12.1. You may terminate these Terms and your layby at any time by notifying M-Travel in writing that you no longer wish to use our Services.

12.2. In the event you cancel your layby in accordance with clause 11.1, we will:

- a. provide you with confirmation of cancellation and the applicable Cancellation Fee within a reasonable time of receipt of your Cancellation Request; and
- b. refund you any monies paid up to the date of cancellation, less the Cancellation Fee.

12.3. Any obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

12.4. We may, at our sole discretion, cancel your layby and refund any payments made by you up to the date of termination if:

- a. the goods provided in our quotation are no longer available; or
- b. we cease to operate the Services for any reason whatsoever.

### Termination by us for your default

12.5. We may cancel your layby if you commit:

- a. a material breach of these Terms that is not capable of remedy; or
- b. a material breach of these Terms capable of remedy, and do not remedy that breach within 14 days of receiving notice of that breach.

12.6. In the event we cancel your layby in accordance with clause 11.5, you will be liable to pay to us, 100% of any payments made on your behalf to third-party suppliers to the extent that such payments are non-refundable to us by the third-party supplier.



# 13. General

## Interpretation

13.1. Headings are for convenience only and do not affect interpretation.

13.2. Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

13.3. In the event that any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

## Entire Agreement

13.4. The Agreement is the entire agreement between the parties in respect of all matters dealt with by this Agreement and supersedes all prior discussions, representations, negotiations, understandings, and agreements (both written and verbal) in relation to the subject matter of this Agreement.

## Variation

13.5. We may vary, amend, or otherwise modify these Terms at any time. We will publish the new Terms on the Site and at which time they will be effective. Your continued use of the Site and Services following the posting of the new Terms constitutes your acceptance of the new Terms.

## No waiver

13.6. No waiver of rights under this Agreement shall constitute a subsequent waiver of this or any other right under this agreement. Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. Governing Law

13.7. The agreement will be governed by and interpreted in accordance with the laws of RSA.