

## Terms & Conditions ( Advertisers )

Written by Travel Direct 101

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#tac {font-size:12px; line-height:normal;} #tac h4 {color:#4a6ace; font-size:16px; line-height:normal;} #tac ul {margin-left:25px; list-style:none;} .tacsections {} #tac ul.tacsections li p{font-weight:bold; margin:5px 0;} #tac ol {margin-left:25px;} #tac ol.tacsub {margin-left:25px; list-style-type:lower-alpha;} #tac li {color:#f59322; font-size:15px;} #tac li p {margin:10px 0px; color:#666666; font-size:12px; font-weight:normal; line-height:14px;} For the sole purpose of safe and quality services rendered, any persons and/or business, doing business with Travel Direct 101, will, unless otherwise stated, be doing so under the following terms and conditions as set forth in the clauses set out below. Said persons and/or business will therefore hence-forth be known as “The Advertiser”

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### Section A: General terms

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### Section B: Listing/ Advertisements

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### Section C: Payment terms

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### Section D: Subscription

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### Section E: Account Suspension

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### Section F: Cancellation Terms

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### Section G: Privacy Policy

### Section A: General Terms

1.

The Advertiser will submit that by agreeing to the terms and condition set out below, he/she/they will be entering into a legally binding contract with Travel Direct101

2.

The Advertiser confirms that he/she/ they are in the position, or has permission from the appropriate authority, to enter into the agreement as stated in above mention clause, (Section A: clause 1), and will without duress supply proof of said position or permission if requested to by Travel Direct 101, through its owners and or agents.

3.

Travel Direct 101 will do business with our clients, the Advertiser, under the terms and conditions set out in this document and are not bound by conditions printed, or appearing on instructions, by the Advertiser, which are in conflict with the terms and condition set out in this document.

### Section B: Listing/ Advertisements

1.

New clients, signing up under the Silver Package will be charged a once-off setup fee and those signing up for the Gold Package will be charged a yearly subscription fee.

2.

As The Advertiser and owner of the content to be placed in the Advertising campaign, hereby do indemnify, Travel Direct 101 against any, and all, expense, liability, claim or loss that might be the result of any claim arising out of the online publication and display of said content.

3.

All creative material, to be used in, but not limited to, the advertising campaign, is subject to the final approval of Travel Direct 101, and as such, Travel Direct 101 will reject any material

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that is deemed to be offensive, inappropriate, illegal, and non compliant with the technical requirements of the Travel Direct 101 website.

4.

Any updates, submitted through use of the Edit Form on the Travel Direct 101 website, will be accepted and tended to without further charge to the Advertiser, but will be subjected to the screening and approval of Travel Direct 101, who in its capacity as owner of the Travel Direct 101 website reserved the right to refuse or accept any submitted material, as set forward in "Section B clause 3"

1.

Unless otherwise agreed upon, any material submitted in any form other than through the Edit Form on the Travel Direct 101 website, for the purpose of Updating or Editing the Advertising Campaign, will be subjected to a small administration fee charge, which the Advertiser agrees to settle before said updates or edits are approved.

2.

The Advertiser hereby agrees that he/she/they will not hold Travel Direct 101 liable for any delays in delivery, publishing and /or errors in the advertising campaign as a result of events beyond the control of Travel Direct101 which include but are not limited to Acts of God, action by any government entity, fire, flood, riot, explosion, embargo, strikes or Internet and Communication failure or Interruption

### **Section C: Payment Terms** **Section C – Sub-section 1: Advertising Campaign**

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1.

The Advertiser acknowledges that he/she/they agree to pay, within 48 hours after presentation of invoice, the amount due for the advertising campaign as set out in the pricing schedule.

2.

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Payments for advertising can be made through EFT, Bank Deposit, Credit Cards or PayPal.

3.

Travel Direct 101 reserves the right to refuse payments made via cheque deposits, however should such deposit be necessary, fund will need to be cleared in the account before activation of advertising campaign can commence.

4.

All payments via credit cards will incur a further fee for bank charges.

5.

The Advertiser acknowledges that Travel Direct 101 has the right to reassess advertising rates without prior notice to the Advertiser, but said changes will not affect current contracts.

### **Section C – Sub-section 2: Commission Payments**

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1.

The Advertiser acknowledges that should he/she/they have chosen an advertising campaign that includes a commission payable to Travel Direct 101, as set out and agreed upon in the “Booking Agent Partnership Agreement” , said commission will be payable within 7 Days within presentation of an invoice.

2.

Payments for commissions will be made, by the Advertiser, via EFT or Cash Deposit. No credit Cards or cheque payment will be accepted for commission payments.

### **Section D: Subscriptions**

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1.

The Advertiser acknowledges that he/she/they has read through and understood the different subscription options offered by Travel Direct 101.

2.

The Advertiser further acknowledges that having decided upon such subscription which he/she/they deem to be the best option for his/her/their advertising campaign, that such subscription, and the terms that govern that subscription:

1.

Will be binding for a minimum period of 12 (Twelve) months from date of signature on the "Booking Agent Partnership Agreement",

2.

That after a period of no less than 6 (Six) month, the Advertiser may choose to change his/her/their Subscription Option, and that should there be any fees, which include, but are not limited to, subscription fees and administration fee, payable to Travel Direct 101, said payments will be done so upon presentation of Invoice.

3.

That no refunds of fees will be payable by Travel Direct 101 to the Advertiser for any change of subscription option.

4.

The Advertiser has the right to negotiate better rates on the terms of his/her/their contract with Travel Direct 101, should he/she/they wish to enter into a contract longer then 12 (Twelve) months, but acknowledges that such terms are at the sole discretion of Travel Direct 101.

5.

Travel Direct 101 reserves the right to change the terms that govern the Subscription Options

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offered on the Travel Direct 101 website, without prior notification, but that said changes will have no effect on any current running contract, and will only come into effect on the anniversary/ renewal of the contract or upon the formation of a new contract.

### Section E: Account Suspension

1.

The Advertiser acknowledges that Travel Direct 101 has the right to suspend without prior warning, any Advertising Campaign that :

1.

It deems to be in contravention of the clauses set out in these Terms and Conditions

2.

Has resulted in a dispute with regards to the content within the advertising campaign

3.

Still has fees outstanding payable by the Advertiser to Travel Direct 101. Such fees will incur interest until such time as they are paid in full.

4.

Travel Direct will endeavor to contact the Advertiser via email, notifying him/her/they should such suspension occur, and will assist, where possible, to remedy the situation.

5.

Travel Direct 101 will leave the advertising campaign on the Travel Direct 101 website, while displaying an account suspension banner in the Advert, while also disabling all forms of communication from the Advertising campaign, until such time as a resolution has been found for the cause of the suspension.

**Section F: Cancellation**

1.

Should the Advertiser wish to terminate his/her/their contract with Travel Direct101 before the termination date of the contract, the Advertiser acknowledges that such termination shall be done via written word on a letterhead and that cancellation via telephone conversation will not suffice.

2.

Cancellations of contracts are to be done by the person/s responsible for the contract i.e. the person/s with the appropriate authority or permission to handle the contract matters.

3.

At cancellation request all funds outstanding that are payable, by the Advertiser, to Travel Direct 101 will become payable immediately and no negotiations will be entered into regarding terms of payment.

4.

The Advertiser acknowledges that no refund will be payable to the Advertiser by Travel Direct 101 upon cancellation of the contract.

**Section G: Privacy Policy**

Travel Direct 101, its proprietors and agents, hereby acknowledges that any information, be it personal, contact, or otherwise, submitted, by the Advertiser, to Travel Direct 101 upon entering into an Agreement with Travel Direct 101, will not be sold, given or lent to any other body, person or entity and will be for the sole use of Travel Direct 101 in providing the services required by the Advertiser.

Herewith conclude the terms and conditions. E&OE