

# YAPI SHUTTLES

## Travel Agent Credit Agreement

Version 1.0 | Effective January 2025

This Travel Agent Credit Agreement ("Agreement") is entered into between Travelora (Pty) Ltd. t/a Yapi Shuttles ("Yapi Shuttles") and the travel agent named in the registration profile ("Agent"). By submitting an application and using the Agent Portal, you agree to be bound by these terms.

*This Agreement governs the Agent Portal, credit facility, commission structure, invoicing system, and all related services.*

### 1. Definitions

"Agent Portal"	The online dashboard used by agents to manage bookings, invoices, and commissions.
"Credit Facility"	The ability to book shuttles on a pay-later basis up to an approved credit limit.
"Credit Limit"	The maximum outstanding balance permitted at any time, as set by Yapi Shuttles.
"Invoice"	A tax invoice generated automatically for each credit booking.
"Commission"	A percentage of the booking value payable to the Agent upon journey completion.
"Verified Agent"	An agent whose documents have been reviewed and approved.
"Credit Agent"	A Verified Agent granted access to the Credit Facility.
"Booking"	A confirmed shuttle reservation made through the booking system.

### 2. Agent Registration & Verification

#### 2.1 Application Process

To become a Yapi Shuttles agent, you must complete the online registration and submit all required documentation. Submission does not guarantee approval.

#### 2.2 Required Documents

All applicants must provide:

- Valid South African ID or Passport
- Bank Confirmation Letter (issued by your bank, not older than 3 months)
- Proof of Residential or Business Address (not older than 3 months)

Travel agencies must additionally provide:

- CIPC Company Registration Document
- VAT Registration Certificate (if applicable)

## 2.3 Status Flow

- **pending\_verification:** Pending Review — documents submitted, awaiting assessment
- **verified\_agent:** Verified Agent — documents approved, can make upfront bookings
- **credit\_agent:** Credit Agent — qualified for pay-later credit access
- **rejected:** Rejected — application not approved

*Yapi Shuttles reserves the right to approve or decline any application. All documents are stored securely and treated as confidential.*

**NOTICE: All applications are manually reviewed. Do not assume approval until written confirmation is received.**

## 3. Credit Facility (Pay Later)

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### 3.1 Eligibility

The Credit Facility is available exclusively to Credit Agents who meet:

- Application approved and status is "verified\_agent"
- Minimum 3 (three) completed paid bookings on the portal
- No overdue invoices at the time of credit assessment
- Valid bank confirmation letter on file

### 3.2 Credit Limit

Upon activation, each Credit Agent receives a default credit limit of R5,000.00 (Five Thousand Rand), representing the maximum outstanding balance permitted at any time. Limits may be adjusted by Yapi Shuttles based on payment history and booking volume.

### 3.3 How Credit Bookings Work

- Booking total is deducted from available credit immediately upon confirmation
- A tax invoice is generated and emailed to the Agent
- Payment is due within 7 (seven) calendar days from the invoice date
- Commission is recorded as "pending" until the journey is completed

### 3.4 Credit Enforcement

- If booking amount + outstanding balance exceeds the credit limit, the booking is declined
- Agents are responsible for monitoring credit usage via the Agent Portal
- Yapi Shuttles is not liable for failed bookings caused by insufficient credit

## 4. Payment Terms & Invoicing

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### 4.1 Due Date

All credit invoices are due within 7 (seven) calendar days from the invoice issue date.

## 4.2 Payment Methods

- PayFast — secure online payment via credit/debit card or instant EFT
- Direct EFT — using the invoice reference number (allow 2 business days)

## 4.3 Overdue Invoices

- Invoice status changes to "Overdue" automatically after the due date
- All credit booking access is immediately suspended
- A warning email is sent to the Agent
- Credit access is restored only after all outstanding balances are settled in full

Yapi Shuttles reserves the right to charge interest at 2% per month (24% per annum) on overdue balances, calculated from the due date.

## 4.4 Disputed Invoices

Disputes must be reported within 48 hours of receipt to [agents@yapi.co.za](mailto:agents@yapi.co.za). Disputes do not suspend the payment obligation unless Yapi Shuttles confirms the error in writing.

# 5. Commission Structure

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## 5.1 Rate

Verified and Credit Agents earn a commission of 10% (ten percent) of the confirmed booking value, unless a custom rate has been agreed in writing.

## 5.2 Status Flow

- Pending — recorded when a booking is completed (passenger transported)
- Approved — reviewed and approved by Yapi Shuttles
- Paid — transferred to the Agent's bank account
- Reversed — cancelled if the associated booking is refunded or cancelled

## 5.3 Payout Process

- Payouts are initiated by Yapi Shuttles admin — agents do not self-initiate
- Payouts are processed via EFT to the bank account on file
- Agents receive email confirmation when a payout is processed
- Payouts are typically processed weekly or fortnightly at Yapi Shuttles' discretion

## 5.4 Commission Withholding

Yapi Shuttles may withhold commission if the Agent has overdue invoices, the account is suspended, or a dispute exists regarding the associated booking.

# 6. Agent Obligations

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- Provide accurate information at registration and keep details up to date

- Only make bookings for legitimate travel arrangements
- Pay all invoices on time in accordance with Section 4
- Not share portal login credentials with any third party
- Immediately notify Yapi Shuttles of any change to banking details
- Comply with all applicable South African laws including FICA, POPIA, and the Consumer Protection Act

## 7. Yapi Shuttles Obligations

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- Review agent applications within 3 business days
- Maintain the Agent Portal in reasonable working order
- Generate and deliver invoices promptly upon credit booking confirmation
- Process approved commission payouts in a timely manner
- Provide written notice before revoking credit access, except in cases of overdue invoices

## 8. Suspension & Termination

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### 8.1 Automatic Suspension

- Any invoice overdue by more than 1 day (credit access suspended)
- Suspected fraudulent booking activity
- Failure to maintain accurate account details

### 8.2 Termination by Yapi Shuttles

Yapi Shuttles may terminate with immediate effect if the Agent provides false information, engages in fraudulent behaviour, has balances unpaid for more than 30 days, or is involved in illegal activity.

### 8.3 Termination by Agent

The Agent may terminate by providing 30 days' written notice to [agents@yapi.co.za](mailto:agents@yapi.co.za), provided all outstanding invoices are settled.

## 9. Limitation of Liability

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- Yapi Shuttles is not liable for indirect or consequential losses arising from use of the Agent Portal
- Yapi Shuttles is not liable for loss of business or commission from system downtime or credit suspension
- The Agent indemnifies Yapi Shuttles against claims arising from misuse of the credit facility

## 10. Data Protection & Privacy

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Yapi Shuttles processes personal information under the Protection of Personal Information Act (POPIA) No. 4 of 2013. By registering, the Agent consents to collection of personal and business information for account management, storage of documents for compliance purposes, and use of

banking details exclusively for commission payouts. Personal information will not be sold or shared with third parties except as required by law or to process payments.

## 11. Governing Law

This Agreement is governed by the laws of the Republic of South Africa. Any disputes shall be subject to South African court jurisdiction. The parties agree to attempt amicable resolution before resorting to legal proceedings.

## 12. Amendments

Yapi Shuttles may amend this Agreement at any time with 14 days' written notice via email. Continued use of the Agent Portal after the effective date constitutes acceptance of the amended terms.

## 13. Acceptance & Signatures

By completing online registration and ticking the acceptance checkbox, or by signing below, the Agent confirms they have read, understood, and agree to be bound by this Agreement.

FOR THE AGENT:	FOR YAPI SHUTTLES:
Full Legal Name	Authorised Signatory
Signature	Signature
ID Number	Capacity / Title
Date	Date

Travelora (Pty) Ltd. t/a Yapi Shuttles | [agents@yapi.co.za](mailto:agents@yapi.co.za) | [www.yapi.co.za](http://www.yapi.co.za)

**This document is legally binding. Please retain a copy for your records.**