



WILD WONDERFUL WORLD LTD

TERMS AND CONDITIONS

Below is an outline of the Terms and Conditions of your booking and some basic guidelines to ensure you are prepared for your safari and get the most out of your experience.

1.CONTRACT

Your contract is with Wild Wonderful World Ltd (hereinafter called “WWW”, “we” or “us”). We draw your attention to the following terms and ‘The Conditions’, which cover all information about correspondence and bookings made with us. Before making a booking with us you must ensure that you have read and understood these booking conditions (raising any questions you have with us).

All enquiries, advice, itineraries or quotations addressed to, provided by or bookings made and/or all services rendered and/or goods supplied by or on behalf of us are subject to the Conditions and the terms and conditions of various third party providers of services and/or goods (i.e. airlines, tour operators, hotels etc.) who we request on your behalf to render services or provide goods to you (‘Third Party Suppliers’).

THE CLIENT AND AUTHORITY- The person making such enquiries, seeking such advice, requesting itineraries or quotations or making such booking or to whom any service is rendered or goods supplied (Such party may be referred to herein as the **lead booking name**), is deemed to have **read, understand and accepted** the Conditions and to have the **authority** to do so on behalf of the person, persons or group or entity in whose name or on whose behalf the enquiry is made or advice sought or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered and/or the goods supplied (collectively referred to as **‘The Client(s)’**).

THIRD PARTY SUPPLIERS - The Clients are provided with travel and/or other services and/or goods either by WWW itself or by Third Party Suppliers who it engages as agent for the Client - they include airlines, vehicle rental, providers of accommodation, food and beverage and excursions. The **contract in use by the Third Party Suppliers** (which is often constituted by the ticket issued by the them), shall constitute the sole contract between the Third Party Supplier and the Client and any right of recourse the Client may have, will be solely against such Third Party Supplier. WWW will provide the identity and terms and conditions of (or access thereto) all the Third Party Suppliers relevant to the service and/or goods being provided for the Client’s booking and it’s the Client’s responsibility to familiarise itself with such terms and conditions (**the Third Party Supplier’s Conditions**). Whilst WWW vets and selects the Third Party Suppliers with the utmost care and circumspection, WWW accepts **no liability** for any loss, damage, illness, harm, injury or death which any Client may suffer or claim of whatever nature it may have as a result of any act or omission on the part of or the failure of the Third Party Supplier to fulfil any of its obligations, whether in relation to travel arrangements, accommodation or otherwise unless, in the case of injury or death, it is due to the negligent act or omission of WWW.

Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion. WWW has no liability for any such activity or excursion or for any acts or omissions of the supplier or operator or for it/their employees or agents or any other persons connected with the activity or excursion. If we are found liable in any respect for any such activity or excursion for example in our capacity as booking agent, that liability is limited to the cost of the particular activity or excursion concerned.



With regards to **hotel bookings** please be aware that hotels and other accommodation properties (Collectively referred to as **'hotels'**) may undergo renovations from time to time. Hotels generally take all possible steps to limit disruption and inconvenience to their guests when renovations are taking place. WWW will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If WWW is specifically advised of renovation work in advance by the hotel, this information will be passed on to the Client but it is important to understand that this is subject to change and that WWW may not always be notified.

2. BOOKING PROCEDURES

A binding contract comes into existence between us and you (and the pricing of an itinerary is final) when: (a) we receive a **non-refundable deposit** or (b) when we receive full payment of the itinerary when the booking is made less than **90 days** before your departure date AND we confirm to you in writing that your itinerary has been confirmed. No contract will exist between the parties until such monies have been received and such confirmation has been issued. We require full payment to be made for your holiday **90 days prior to the departure date**. If full payment is not received **90 days** prior to the departure date, we reserve the right to cancel your reservation and apply the cancellation charges set out in paragraph 6. Cancellation will be without penalty to us and we will have no further liability to you and such cancellation will not entitle you to any claim against us. The lead booking name is liable for making full payment for all persons in the booking party and all those in the booking party agree to be bound by conditions (including anyone added or substituted at a later stage). It is the responsibility of the lead booking name responsible for making the booking to ensure all in their party are aware of and have read these terms and conditions.

BOOKING, DEPOSIT & RESERVATION

Once the Client has filled in a travel enquiry form (whether hard copy or on WWW's website), responded to an advertisement verbally or in writing or via e-mail or the Internet or has, without reference to any of the aforesaid, asked for more details (collectively referred to as **'The Enquiry'**), about a particular destination, trip, tour or mode of travel (collectively referred to as **'The Proposed Travel Arrangements'**) WWW will prepare and provide the Client with an itinerary (by hand, telefax or e-mail) (**'The Itinerary'**). Upon the Client's written confirmation that the facts and information contained in the Itinerary is correct and upon acceptance of these Conditions by the Client, WWW will prepare a quotation for the Proposed Travel Arrangements (**'The Quotation'**). A **deposit ('The Deposit')** (a percentage of the total estimated value) of the Proposed Travel Arrangements (**'The Price'**) as specified in the Quotation is required in order to confirm reservations with the Third Party Suppliers (**'The Booking'**), subject to payment of the balance of the Price in due course as specified herein. The purpose of the Deposit, other than payment to Third Party Suppliers, is to cover costs, disbursements incurred by WWW and its service fees and in the event of any cancellation as provided for herein will be forfeited by the Client. WWW will not confirm any reservation if the deposit is not received and WWW reserves the right to cancel any reservation that may have been made if the deposit is not received. Once the Booking has been completed as aforesaid (i.e. Deposit paid), the Client will be supplied with the document that will contain the final detail of your Booking (**'The Booking Confirmation Letter'**).

- In the case of **air tickets**, full payment is required as per the applicable fare rule. If full payment is not received by the applicable date the airline will automatically cancel the reservations.



- Please note that often more than one itinerary is prepared during the booking process and it is the Client's obligation to ensure that all the details in the final version submitted to it is correct.
- In the case of **group bookings**, full payment is required by each respective individual/company in order to confirm/secure any airline seats/accommodation/car hire or any other group arrangements on offer/discussed. If full payment is not received by the applicable date, WWW will automatically cancel any airline seats/accommodation/car hire or any other group arrangements on offer/discussed/confirmed and the Client will have no right of recourse against WWW or any of the Third Party Suppliers.

Destination Selection - The Client acknowledges that it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the Internet. It also acknowledges that certain of such brochures and/or the Internet have been compiled and are managed and up-dated by the Third Party Suppliers over which WWW has no control. Accordingly WWW cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Third Party Supplier.

Special Requests -The Client, who has **special requests**, must specify such requests to WWW in the Enquiry. Whilst WWW will use its best endeavours to accommodate such requests, it does not guarantee that it will.

Internet Bookings - If the Client requests or instructs WWW to do bookings via the Internet, the Client irrevocably authorises WWW to do the following on its behalf (1) make any selections of and for the Proposed Travel Arrangements (2) make payments and (3) accept booking conditions.

3. PAYMENT AND PAYMENT TERMS

We accept payment in USD or South African Rand by means of a bank transfer or credit card. It is the client's responsibility to inform and instruct their bankers that the net invoice amount must equal the funds clearing into Wild Wonderful World's account and that **ALL bank charges are for the client's account**. Should you require exchange rate forwarding options, please contact us for further information. Note, should you overpay in error, we will refund the overpayment less bank charges. If the final payment is not received on time, the Client undertakes to pay WWW's interest at a rate of 5% (five percent) above the prime rate charged by WWW's bank on any payment made after the due date. Late payment may also result in cancellation of the reservation by any of the Third Party Supplier.

4. PRICING

Note that WWW reserves the right to amend the Price if an unreasonable **time lapses** between the date the Quotation is submitted to the Client and the date it is completed, signed and returned to WWW and the Deposit paid. Furthermore, Prices are quoted at the ruling daily **exchange rate**. Until WWW has received payment of the Price in full, it reserves the right to charge any **fluctuations** to the Client's account and the Client undertakes to pay for any such fluctuation on demand. The onus will be on the Client to check that there have been no **changes in the Price** prior to making full and final payment. At any time **before** full payment of your trip has been made and you have received written confirmation that your itinerary has been confirmed, WWW reserves the right to levy a surcharge where costs have changed, with changes limited to amendment of errors by third parties



and/or statutory increases, beyond the control of WWW. Matters influencing a surcharge would include, but are not limited to, VAT, increases in transportation costs e.g. fuel, scheduled air fares and any other airline surcharges, taxes or fees payable for services such as landing taxes, or embarkation or disembarkation fees at ports or airports, or increases in park fees, reserve fees or concession fees. We will advise you in writing of all and any surcharges.

Once payment of the Price in full is received, the Price is **guaranteed** (subject to statutory increases such as VAT).

Please note that in some cases Third Party Suppliers may nevertheless have a clause requiring passengers to pay an additional amount in the event of **fuel surcharges or fuel price** increases even though full payment has been effected.

Taxes and Surcharges - Where possible airport and airlines taxes and surcharges are reflected in all prices. It should be noted that certain airlines invoke additional taxes and/or surcharges if any changes are made to the tickets and/or routing even if the ticket has been fully paid. Furthermore it is important that you check with WWW prior to departure what the current airport departure tax is of all the countries you will be passing through as these taxes are sometimes payable in the local currency and must be provided for. With regards to accommodation, some countries city tax and other taxes are only payable on check out.

Should it be a **group booking** and the **group number deviates** from the number required for the Booking, WWW reserves the right to re-cost the Price and raise a surcharge. Should the Client refuse to accept and pay such **surcharge**, WWW reserves the right to cancel the tour and retain any payment made (WWW will be entitled to retain any service fees charged and/or retain the commission earned and/or charge an administration fee).

5. AMENDMENTS BY YOU

If you wish to change your itinerary after a deposit has been made, we will do our utmost to make the changes required. No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of WWW. If the request for change is within 90 days of departure and alterations to your itinerary are not possible, such requests will, at our option, be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in paragraph 6.

BREAKAWAYS - While it is possible to break away from planned holiday itineraries, it is understood that such breakaways will be for the Client's account.

6. CANCELLATION BY YOU

In the event of **Client cancelling** their reservations (which must be done by confirmed e-mail, letter of telefax), WWW shall have the right to either claim the Deposit or to retain the Deposit and claim damages suffered by WWW. WWW **reserves the right to cancel** any tour before departure, in which event the entire payment will be refunded to the Client without any further obligation on the part of WWW or right of recourse by the Client.



The maximum **cancellation fee**, which may be imposed in the event of a Client cancelling, is as follows (third Party Suppliers may charge cancellation fees over and above those stated below):

- **90 days + prior to departure: 30% cancellation fee (non-refundable deposit)**
- **60 - 90 days prior to departure: 60% cancellation fee**
- **0 - 60 days prior to departure: 100% cancellation fee**

Please note that certain items like gorilla and chimp permits are 100% non-refundable and non-transferrable.

The above cancellation policy applies should you fail to join or start your safari for any reason, including airline delays or missed connections. Please ensure you have adequate travel insurance for this purpose. You are liable for cancellation penalties immediately on confirmation of our booking services.

Notwithstanding the above, if we have issued your airline tickets and you choose at any time to cancel them then we will not refund you any monies for these tickets.

No refunds will be considered in any circumstances whatsoever, whether for unused services or otherwise. Refunds by the Third Party Suppliers will be exclusively and solely subject to their terms and conditions.

7. AMENDMENTS BY WILD WONDERFUL WORLD

Unfortunately, due to the nature of the projects and travel in Africa, the experiences/ itineraries we organise may sometimes change at short notice. It is unlikely that we will have to make such changes to *your confirmed itinerary* although we reserve the right to make changes at any time as stipulated below. Most of these changes are minor and we will advise you of these in writing at the earliest possible date. When a **major change** is necessary such as a significant change in the standard of accommodation, provided it does not arise from conditions amounting to force majeure or as a result of an amendment to a scheduled airline timetable, you will have the choice of accepting the new arrangements, choosing another itinerary with us or cancelling your trip and receiving a full refund of all monies for which we can recover.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change as a result of unusual or unforeseen circumstances beyond our control, the consequences of which we could not have avoided even with all due care but which do not amount to force majeure, such as aspects pertaining to your health, safety and convenience. If we cancel as a result of your failure to comply with any requirements of these booking conditions entitling us to cancel, or if the change is a minor one, no compensation will be payable and the above mentioned options will not be available and you will not be entitled to a refund of any nature and/or have any right of recourse against us. A minor change is a change which, taking into account the information you give us at the time of booking or which we can reasonably be expected to know as a tour operator, we would not reasonably expect to have a significant affect on your confirmed itinerary. No compensation is payable for children aged 2 and under. Any refunds will be in full and final settlement without any further obligation on our part or right of recourse by you. Please note we cannot accept any liability whatsoever for any damage, loss, expense or other sums of any description, which:



(a) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur loss or

(b) additionally we cannot accept liability for any sums which relate to any business losses, indirect, economic or consequential loss and/or damage.

8. CANCELLATION BY WILD WONDERFUL WORLD

We reserve the right in any circumstances to cancel your reservation for any reason at any time. Whilst we always endeavour to avoid changes and flight cancellations, we must reserve the right to do so for any reason within our sole and unfettered discretion which may be due to safety, health or other similar reasons. In these circumstances we will return to you all monies paid or offer an alternative itinerary of a comparable standard. We may cancel your confirmed reservation if you fail to comply with any requirement of the booking conditions entitling us to cancel. The aforesaid refund or offer of an alternative itinerary is full and final and any of the aforesaid cancellations will not entitle you to any claims of any nature whatsoever. Additionally, we cannot accept liability for any sums which relate to any business losses, indirect, economic or consequential loss and/or damage.

FORCE MAJEURE

DEFINITION

The parties agree that one or more of the following events, circumstances or occurrences will constitute prima facie force majeure for the purposes of the terms and conditions that govern the relationship between the parties, subject to the qualifying requirements:

- Acts of God and casus fortuitous: physical, natural causes which cannot be foreseen or prevented and which without limiting the generality of the aforesaid includes tornadoes, death, extraordinary high tides, tidal waves, violent winds, storms, floods, earthquakes, earth tremors, volcanic eruption, hurricanes, tornados, typhoons, cyclones, landslides, subsidence, lightning strikes, fire and other natural disasters;
- Industrial action such as strikes and lockouts, riots, protests and protest action, whether of a political nature or not;
- War, sabotage, revolution, terrorism, civil commotion, riots, insurrection, invasion, blockade or boycott;
- Epidemic, pandemic or the outbreak any other life and/or health threatening diseases, whether infectious, contagious or not, or events such as the spillage of dangerous contaminants or severe air, water, soil or substance pollution;
- Any other event that is due to an irresistible force, unavoidable and external accident;
- Breakdown of public services and amenities;
- National and/or regional border closures and international, national and/or regional or transport travel or transport bans or restrictions whether taken and/or implemented by the government of any country included in the client's travel itinerary;
- The geographic location, origin and/or epicentre of the Event is irrelevant as the only yardstick is the impact on the contractual obligations of the parties;



QUALIFYING REQUIREMENTS

The parties agree that the above prima facie force majeure events (*'The Event'*) will only qualify as such if all of the following conditions are met:

- The party invoking force majeure (*'The Force Majeure Party'* - 'FMP') must immediately advise the other party (*'The Force Majeure Recipient'* - 'FMR') in writing;
- The Event must not be due to the fault, negligence or breach of contract on the part of the FMP;
- The Event must destroy the subject matter of the contract and means of performance to such an extent that performance becomes permanently impossible and NOT simply difficult, burdensome or economically onerous to carry out;
- The FMP uses and has used due diligence and its best commercially reasonable endeavours to overcome and/or remove and/or alleviate and/or mitigate the Event;
- The FMP must mitigate its own damages;
- The FMP must take all reasonable steps to avoid non-performance;
- Any steps taken by any country's government must be as a result of the Event which results in and meets any one or more of the above Qualifying Requirements;
- The Event must not be of a temporary nature but if it is anticipated to endure for an unreasonably long period, it will be regarded as permanent

REMEDIES

If the parties are in disagreement about the Definition or the Qualifying Requirements, the parties will apply the Dispute Resolution clause of the Conditions;

- If any one or more of the qualifying criteria are not met, the FMP will have the option to agree a postponement with the FMR and the contract will be performed at the postponed date or the FMP can cancel the contract and the cancellation provisions will apply.
- If they are in agreement that the qualifying requirements have been met, then parties will in the first instance use their best endeavours to agree on the postponement of performance of the contract and failing consensus in that regard, the FMR will use its best endeavours to reimburse the FMP all monies received from it and paid to third party service providers which it manages to recover less irrecoverable disbursements and a reasonable management and service fee.

9. OUR RESPONSIBILITIES

Wild Wonderful World accepts responsibility for ensuring your trip is supplied as described prior to your departure and services provided will reach a reasonable local standard, however, we draw your attention to paragraph 11. Please note we cannot accept responsibility for any services, which do not form part of our contract. This includes, for example, any additional services or facilities, which your hotel or other supplier agrees to provide for you where the services or facilities are not advertised in our marketing material and we have not agreed to arrange them. The provision of such services will be a separate contract between you and the hotel or other supplier and subject to such terms as you may agree with them, and/or their own terms and conditions. You will have no recourse against WWW and you are deemed to indemnify us against any claims of whatsoever nature that may arise from such arrangements.



The information contained on our website is correct to the best of our knowledge at the time. Note, where we suggest or recommend particular operators/centres/trips and assist you in booking such activities or excursions, these activities and excursions are not run nor controlled in any way by WWW. They do not form any part of your contract with WWW and accordingly, we regret WWW cannot accept any liability in relation to these outside activities and excursions. The provision of such services will be a separate contract between you and the hotel or other supplier and subject to such terms as you may agree with them, and/or their own terms and conditions. You will have no recourse against WWW and you are deemed to indemnify us against any claims of whatsoever nature that may arise from such arrangements. Where we make or take any bookings for or from you in respect of any activity or excursion available, we do solely as booking agents. Please reference Paragraph 1 (one) detailing our terms and conditions regarding '**THIRD PARTY SUPPLIERS**'. This is the case regardless of whether the activity is advertised or mentioned on our website or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion. WWW has no liability for any such activity or excursion or for any acts or omissions of the supplier or operator or for it/their employees or agents or any other persons connected with the activity or excursion. If we are found liable in any respect for any such activity or excursion for example in our capacity as booking agent, that liability is limited to the cost of the particular activity or excursion concerned. We would remind customers that the infrastructure in developing countries may not be up to the same standard as the UK or USA. Some resorts may experience the occasional power cut or water shortage.

All tours are booked and arrangements are made on the express condition that the Client embarks on the tour or journey entirely on their own risk. WWW, its directors, members, partners, employees and agents ('*The Indemnified Parties*'), shall not be responsible for, and shall be **exempt from, all liability** in respect of loss (financial or otherwise), damage, accident, injury, death, harm (as defined in the CPA), illness, trauma, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client **whether on the tour or journey or not**), to or loss of or damage to their luggage, or other property, wherever, whenever and however the same may occur and whether or not arising from any act, omission, default, or negligence on the part of any of the Indemnified Parties whatsoever, unless such claim is for injury or death and due to a negligent act or omission of Company, including any claim of any description whatsoever which results from any of the following:

- a) The fault of the persons affected or any members of their party, or
- b) The fault of a third party not connected with the provision of your holiday, which we could not have predicted or avoided, or
- c) An event or circumstances which we or the supplier of the services in question could not have predicted or avoided, even after taking all reasonable care (see force majeure), or
- d) The fault of anyone who is not carrying out work for us (generally or in particular) at the time.

The Client **indemnifies and holds harmless** the Indemnified Parties accordingly. The Indemnified Parties shall furthermore not be liable for any consequential or indirect loss or damage whatsoever, unless section 61 of the CPA applies.

In addition we will not be responsible where you do not enjoy your trip or suffer problems because of a reason you did not tell us about when you booked your itinerary, or where any problems you



suffered did not arise from any breach of our contract, or other fault of ourselves or where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business. In any case where we are deemed liable, our liability shall be limited to 200% of the reservation price. Our suppliers, such as accommodation or transport suppliers, have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport providers or other suppliers liability to you. You can get copies of such conditions from any offices of the relevant suppliers. WWW accepts liability as above only if a claim is notified to us in writing no later than one month after your return

10. CARRIERS

Carriage by air and sea is subject to the terms and conditions of the carriers with whom you are travelling and to international conventions. WWW accepts no liability whatsoever for cancellations, strikes, timetable changes, diversions, technical issues unrelated to WWW, lost or mislaid luggage, rescheduling costs, missed accommodation, or delays which result from any operational decision of the carrier concerned. WWW accepts no liability for death, injury or illness that derives from carriage by air or sea and your right of recourse will be determined by the applicable international convention.

CAR & VEHICLE HIRE

These contracts (**'Car Hire T&C'**) are onerous & include absolute, no fault and strict liability provisions. These Car Hire T&C must be read very carefully and anything you don't understand or about which you have any misapprehension must be discussed with the car hire consultant BEFORE you sign the Car Hire T&C, especially damage excesses and mileage. Please note that you will be liable for all traffic fines and toll fees. WWW strongly recommend you check the vehicle thoroughly with a representative of the car hire business upon collection and return and ensure that any damage, scratches, faults or shortcomings are noted in writing & signed for. Note that the Car Hire T&C shall constitute the sole contract between the car hire company and the Client and any right of recourse the Client may have, will be solely against the car hire company in terms of the Car Hire T&C.

Similarly WWW cannot take responsibility in case of car rental vehicle break-down, dirty car rental vehicles, incorrect reading of kilometres travelled etc.

Driver's License - Even if you have obtained an international driver's license, please take your national driver's license with you. Some overseas car rental companies may request proof of residence such as rates and taxes account (as for FICA)

AIR TICKETS

These tickets are linked to contracts (**'Air T&C'**) which are very complex and can entail very strict requirements regarding change, airport and departure taxes and cancellation and baggage provisions and the Client MUST read ALL the applicable conditions BEFORE you pay for the ticket. The Client should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, the Client is not allowed to use such tickets/coupons out of sequence or to 'skip' one (& e.g. opt for train, bus or car transport) as this will VOID the entire balance of the journey/itinerary. 'No-shows' may result in the ticket being voided and/or the Client being charged a cancellation fee Note that the Air



T&C shall constitute the sole contract between the airline and the Client and any right of recourse the Client may have, will be solely against the airline in terms of the Air T&C. The Client's rights of recourse as a consequence of over-booking are determined by the Consumer Protection Act, Act # 68/2008 ('The CPA'). Loyalty programs are governed by strict rules of which the Client must be aware and retention of boarding passes and other documentation pertaining to such programs is the sole responsibility of the Client. Consult WWW about refunds for unused tickets as strict deadlines apply.

E-Ticketing - The Client must be ready to show their **identity document and possibly their credit card used to make payment for the Booking** at the check-in counter of the airline concerned. This will apply to all members of a travelling party and for EACH MINOR.

COACH & AIR CHARTER

Please note that the flying services and coach transfers are sub-contracted to **independent Third Party Suppliers**. They are entirely and exclusively responsible for this portion of the itinerary.

WWW will not be liable for any additional flying/transfers outside of the quoted itinerary. This will be for the Client's account.

11. YOUR RESPONSIBILITIES

PASSPORTS, VISAS & VACCINATION CERTIFICATES

It is the entirely the **Client's duty** to ensure that all travel documents, **passports and visas** are current, valid, obtained on time, and will be valid for six (6) months after return to his/her/their home country and that any **vaccinations, inoculations, prophylactic (e.g. for malaria)** and the like, where required, have been obtained. Please check the requirements with a medical practitioner who is well versed with the prevailing conditions and requirements of the country(ies) you intend visiting before travelling. If WWW assists the Client in any way, such assistance will be at WWW's sole discretion and the Client acknowledges that in doing so, **WWW is not assuming any obligation or liability** and the Client indemnifies WWW against any consequences of such assistance.

With regards to visas, most countries will require that you obtain a visa to enter the country and it is your responsibility to check on visa requirements before you travel and organise any required visas. Most countries will simply require you to obtain a tourist visa but some will require a specific volunteer / work visa for individuals on volunteer programs – it is your responsibility to allow adequate time to organise this before you travel. If you are asked to leave the country because of incorrect visa documentation, you will not be liable for any refunds. Note, travellers to South Africa under the age of 18 have to supply certified supporting documentation to immigration when travelling – please see <https://www.gov.uk/foreign-travel-advice/south-africa/entry-requirements> for further information. WWW does not accept liability if you do not comply with current visa requirements before your departure, nor for any advice given of a general nature prior to the itinerary commencing.

You are responsible for a timely check in for all flights and for presenting yourself to take up all pre-booked components of your itinerary. No credit or refund will be given to you should you fail to take up any component of your trip or if you lose any travel documents. WWW draws your attention to the fact that there are certain inherent risks involved in all of the itineraries that we supply and these must be accepted by you at your own risk. If you wish to discuss any such risks with us we would be more than happy to provide you with such advice.



It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical challenges the journey may entail and the Client must accordingly be in an adequate condition for the Proposed Travel Arrangements.

Please note that All visitors to South Africa and all clients who are travelling from RSA to another country are required to have a minimum of three (3) blank pages in their passport excluding the front and back cover to enable the entry visa to be issued – However in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. If there is insufficient space in the passport entry will be denied and the person is likely

to be detained pending return to their country of origin. Please ensure that all passports are renewed timeously. The client must ensure that the details supplied to WWW mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 6 (six) months after your scheduled return to South Africa. Non South African passport holders may also be required to have re-entry documentation and it is entirely the Client's duty to ensure that such documentation is in order before departure.

Please note that a visa does not guarantee entry to any given country at point of entry and boarding of an aircraft may be denied at any point even if you have a valid visa. Furthermore caution should be taken when your countries of transit or final destination issue visa on arrival. These must not be taken for granted and ensure that all details are obtained from the relevant embassy or consulate well in advance of your departure.

Should you travel while **pregnant**, please contact your doctor for a *"fit to travel"* letter, which is required by some service providers. Please advise WWW how far your pregnancy is when traveling, as some service providers have restrictions.

PLEASE NOTE: The South African government as a rule does not issue cautionary travel advice regarding foreign countries – where the countries you are travelling to issue such a cautionary and it comes to WWW's attention it will convey it and/or provide an appropriate link to you. However it is your duty to check you destination on the Internet for any such cautionary before you travel as the state of the country in terms of not only health but also security (such as recent terrorist attacks) can change overnight.

INSURANCE

It is **compulsory** and an express condition of your booking that every Client (and all members of a group or tour party) is obliged to have **comprehensive travel and medical insurance cover** and written, documented proof of such cover must be submitted to WWW. Your insurance must include cover in respect of, but not limited to;

- Emergency evacuation expenses (including aerial evacuation from remote areas).
- Local in-hospital medical expenses & repatriation expenses.
- Cancellation or curtailment of the trip and damage/ theft/ loss of personal luggage, money and/ or goods.
- We highly recommended your insurance covers cancellation and curtailment for any reason and it is recommended you purchase your travel insurance within 14 days from paying your deposit.

WWW will not be responsible or liable if the Client fails to take adequate insurance cover or at all.



Valid insurance cover for the duration of your trip must be adequate for your needs and the type of activities you will be undertaking as part of your itinerary. We refer clients to Global Rescue to cover all eventualities. The **policy document issued by the insurer** is a complex document, which must be read BEFORE YOU initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure, especially taking into account the higher risks associated with remote Africa travel and especially conservation placements. The cover must also include a twenty-four hour emergency treatment (including airlift) and repatriation service. You will indemnify us for any breach of this provision or losses we suffer as a result of you being under- or uninsured. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. We will require the insuring company name and policy number before your departure. We reserve the right to cancel your holiday at any time should such a policy not be taken out by you.

Please note that various **credit card companies** offer limited levels of travel insurance, which WWW does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

CONFIRMATION OF TRAVEL ARRANGEMENTS

All onward travel arrangements (local and international & on return to RSA, domestic connecting flights) must be reconfirmed by the Client **72 hours prior to departure**.

MEDICAL CONDITIONS AND DISABILITIES

If you or any member of your party have any medical problem or disability which may affect your trip, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking.

MALARIA AND OTHER TROPICAL DISEASES: WARNING

Certain parts covered by your itinerary are areas where there is a high-risk of malaria and other tropical diseases. The Company strongly recommends that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return.

Certain areas also require Yellow Fever Vaccinations of which the certificate must be carried and produced when required. Yellow Fever Vaccinations last for up to 10 (Ten) years and inoculation is required at least 2 (Two) weeks before your departure from country of origin.

HEALTH & PHYSICAL FITNESS

For those volunteering with conservation projects, you will be participating in strenuous activities in climatic conditions that you may not previously have encountered. We recommend that you are physically fit and, if in doubt, check with your doctor prior to placing your booking. Up to date medical advice should be sought regarding malaria, AIDS, TB and other potentially relevant medical issues associated with African wilderness and travel. While we are happy to discuss our experiences with you we cannot offer medical advice.



CONDUCT

The Client agrees that he/she and any members of its tour party will at all times comply with WWW's or others' requirements and instructions in regard to his/her conduct and he/she will not in any way constitute a hindrance to any Third Party Supplier, other passenger or person on the tour, mode of conveyance, at any place of accommodation, entertainment or where meals and/or drinks are served. The Client indemnifies and holds harmless WWW against damages suffered and/or costs incurred by WWW and/or any third party as a result of a breach of this clause.

PHOTOGRAPHY

Whilst WWW acknowledges the Client's right of freedom to take photographs in general, please note that the following conditions apply to any photography during any tour and excursions with or arranged by WWW whether during the tour or excursion or thereafter and these rules will be strictly enforced. By the same token Clients are deemed to indemnify WWW against any consequences, claims and legal costs (on an attorney and own client scale) resulting from any breach of whatsoever nature of these conditions:

- The copyright and ownership in the photograph (*'photo'*) will remain vested in the person who took the photo, unless a person (*'The Subject'*) asked for the photo to be taken and made an arrangement to the contrary with the photographer.
- However once the photographer has posted any material on WWW website or any form of social media, that entitles WWW or any third party to disseminate it
- If the material is to be used commercially e.g. sold or used to launch an advertising campaign, then the written permission of the Subject is required
- WWW supports the principle of fair use and factors that will have a bearing are the purpose (e.g. non-profit); nature of use; size e.g. thumbnail
- Whilst you are entitled to take photos on individuals in public areas, many public areas e.g. shopping centres, resorts and some of the places you may visit may seem to be in the public domain but is in fact privately owned and thus subject to the rules prescribed by the owner of which you should be aware.
- If the location where the photo is being taken is of such a nature that it is reasonable to presume privacy, e.g. a bathroom, then the Client may not take a photo of the Subject at all. This principle would also apply if the location is e.g. a private game lodge which focuses on upper end clients and celebrities or where the surrounds are evidently private - these persons choose such venues for reasons of privacy and even an innocent photo of a staff member posing with a celebrity may be of such a private nature that both the photographer or the staff member requesting the photo is advised to limit the usage to personal purposes and not disseminate it e.g. via social media.
- Use of the photo must not be of such a nature that e.g. it misrepresents the Subject, the setting or surrounds
- WWW reserves the right to use photos of you and your party on its website and for promotional purposes. If you wish to object to such use, please advise WWW in writing prior to arrival.



12. DOCUMENTATION

Travel documentation will only be issued upon full payment. Please carefully read the documentation we send to you as soon as you receive it. Contact us immediately if any information appears to be incorrect as it may not be possible to make changes later. We regret we cannot accept any liability if we are not immediately notified of any inaccuracy in any documentation. You will be responsible for any costs and expenses involved in rectifying any inaccuracies except where we made the mistake.

13. PROBLEMS

If you have a problem during your trip, please inform the relevant organiser (camp/hotel manager/Safari provider) immediately and he will endeavour to make the necessary accommodations. If your problem cannot be resolved locally you must send full details to WWW in writing within 7 days of your return to your home state. If you fail to follow this procedure, we will not accept liability as we have been deprived of the opportunity to investigate and rectify the problem.

14. DISPUTE RESOLUTION

Any and all dispute arising out of or in connection with the Conditions including any question regarding its existence, validity or termination, shall be dealt with as follows:

1. Firstly the parties will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place within a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Johannesburg within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relating to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.
2. Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application.

15. THE LAW

The above booking terms and conditions together with all correspondence form part of your contract with WWW. This contract and any matters arising from it shall be governed by and interpreted in



accordance with UK law (if you are a UK resident and booking from the UK) or South African law for all other international and South African national bookings. You agree that all actions or proceedings that may arise in connection with any matter between you and WWW such as our contract or anything arising out of it shall be settled by arbitration proceedings to occur in the United Kingdom OR South Africa (depending on origin of booking). The parties choose their respective domicilium citandi et executandi as reflecting in the Booking Form. The Client will be liable for all legal fees on an attorney and own client scale in the event that WWW has to take any legal steps of any nature whatsoever pertaining to the Conditions.

16. FINANCIAL PROTECTION

SATSA Bonding, Member # 2580

SATSA is the Southern Africa Tourism Services Association and offers protection to international travellers against the possible loss of deposits (or monies paid) to a SATSA member (tour operator, car rental company, accommodation provider etc.), in case of liquidation. It is underwritten by Lombard Insurance and Lloyds of London.

17. FOREIGN EXCHANGE REGULATION COMPLIANCE (SOUTH AFRICAN CLIENTS)

This is the Client's exclusive duty. This will apply especially when the Client instructs WWW to make and pay for travel arrangements on the Internet. It is the responsibility of each individual Client to ensure that he/she does not exceed the R1 (one) million per calendar year (Please note this amount is stipulated by the SA Reserve Bank and may be adjusted from time to time – it is the Client's duty when booking to check with its foreign exchange provider). Individual's Single Discretionary Allowance: It is imperative that the Clients are able to show any customs official that they purchased the foreign exchange they are carrying, failing which it may be confiscated.

18. CONFIDENTIALITY & PRIVACY

Subject to statutory constraints or compliance with an order of court, WWW undertakes to deal with all Client information of a personal nature on a strictly confidential basis. Furthermore, as far as the Client's personal information and special personal information is concerned, WWW will comply with all provisions of the applicable privacy legislation such as the Protection of Personal Information Act, Act 4 of 2013 [*'POPIA'*] and, in the case of residents of the European Community (*'The EC'*), the General Data Protection Regulations of 2018 (*'The GDPR'*) as detailed in WWW's Privacy Policy which is incorporated herein by reference and which you are deemed to have read, understand and agree to be bound by.

19. COPYRIGHT

The Conditions and any intellectual property and specifically copyright therein and any proposals, presentations, itineraries and quotes provided by WWW is and shall remain the sole and exclusive property of WWW. The Client furthermore undertakes not to circumvent WWW and to make any approaches to or enter into any arrangements for any concept similar in part or as a whole to that contained in any of the proposals, presentations, itineraries and quotes provided by WWW with any of the Third Party Suppliers or any other service providers or venues for a period of 1 (One) year from the date of the Booking and/or the submission of any proposals, presentations, itineraries or quotes provided by WWW.



20. ENTIRE CONTRACT

The Conditions (together with all enquiries, advice, itineraries or quotations addressed to, provided by or bookings made and indemnities signed and WWW's Privacy Policy) constitute collectively the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated or presented on behalf of WWW or otherwise that is not included herein. The contra proferentem rule will not apply to the interpretation of the Conditions. WWW reserves the right to revise these conditions from time to time - each revision will be dated and posted on its website.