



Wild & Isle

AFRICA, ISLANDS & BEYOND

TERMS & CONDITIONS

Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between you and Wild & Isle for all and any booking or service provided.

1. Third Party Service Providers

Wild & Isle, Registration Number 2009/ 220565/23

Wild & Isle provides Clients with travel and/or other services either itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines (collectively referred to as the Principal). The Travel Agent represents the Principal as agents only and accordingly accepts no liability for any loss, damage, injury, illness, harm or death which any Client may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfill their obligations, whether in relation to travel arrangements, accommodation or otherwise. The contract in use by the Principal (which is often constituted by the ticket issued by the Principal), will constitute the sole contract between the Principal and the Client and any right of recourse the Client may have, will be solely against the Principal. The Travel Agent will provide the identity, terms and conditions of all the Principals if so requested by the Client relevant to the service being provided for the Clients booking. It's the Client's responsibility to familiarize themselves with such terms and conditions (the Principals Conditions.

2. Destination Selection

You acknowledge that you have selected the itinerary and destination(s) constituting the booking based on information gleaned from brochures and/or the Internet. You also acknowledge that the brochures and/or the Internet have been compiled and are managed and up-dated by the Principal over which Wild & Isle has no control. Accordingly Wild & Isle cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with the brochure and/or the Internet. Any right of recourse in that regard will be against the Third Party Service Providers. Eg: The weather, hotel/charter is not as advertised or expected.

3. Breakaways

While it is possible to break away from the itinerary, it is understood that such breakaways will be for your account.

4. Conduct

You agree that you will at all times comply with Wild & Isle or the Third Party Service Provides requirements in regard to your conduct and you will not in any way constitute a nuisance or a danger to any other passenger on the trip.

5. Special Requests

If you have special requests you must address such requests to Wild & Isle in writing well before the departure date. Whilst Wild & Isle will use its best endeavours to accommodate such requests, it does not guarantee that it will.

6. Liability

The proposed travel arrangements are made on the express condition that the Travel Agent, its employees and agents, 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 any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client), their luggage, or other property, wherever, whenever and however the same may occur. The Client indemnifies and holds harmless the Travel Agent, its employees and agents accordingly. The Travel Agent, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever.

7. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any damage or loss, as a result of force majeure. In these Booking Conditions, force majeure means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

8. Bookings, Change of Arrangements, Routes and Prices

The booking or the reservation refer to part, or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of a client with Third Party Service Providers, and excludes services of a peripheral nature. Any booking made by Wild & Isle constitutes a form of contract between you and the Third Party Service Providers and is consequently subject to the terms and conditions of Wild & Isle and such Third Party Service Providers conditions of agreement of business. For example, if you book charter through Wild & Isle, on a third parties charter boat, plane etc, you are accepting all booking conditions and Terms and conditions of that Charter Operator and company, as well as these of Wild & Isle. It is your responsibility to request any or each principals Terms and Conditions before your trip. Wherever possible, Wild & Isle will endeavor to confirm the status of any booking in writing, but we may not always be able to do so. In such cases, failure to provide written confirmation shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of Wild & Isle. In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of Wild & Isle, it is understood that expenses relating to these unscheduled extensions (hotel accommodation, etc) will be for your account.



9. Deposits and Payments

Any booking made by Wild & Isle on your behalf, constitutes a form of contract between you and the Third Party Service Providers. Should these Third party providers renege or deliver sub standard service, this matter will be between the third party operator and the client/you. Wild & Isle will assist to claim any refunds, loses and claims that the clients may have. In no way may Wild & Isle be held liable for any claim or cost. Deposits and /or full payments paid over to the Third party, on clients behalf, by Wild & Isle, constitutes a contract between you/ client and the third party. Should the third party liquidate, close, not deliver on the contracted agreement, Wild & Isle will endeavor to assist the client/you to claim this money back, or assist to claim a similar replacement service. Wild & Isle may in no way be held liable should this money, payment or service not be carried out by the third party due to above circumstances or any other. Wild & Isle absorbs the bank charges/landing fees (bank transfers) for 2 (two) transactions, namely the initial deposit and the balance of payment. Any further payments/transactions exceeding the above will incur our landing fee costs and will be invoiced accordingly, irrespective of group size. With this in mind we do not accept "split bills".

10. Late Booking Fee

A late booking fee may be charged in respect of bookings received within 7 (seven) working days prior to the departure date. This charge is levied to cover communication and other expenses involved. An amendment fee may be levied for any changes to the confirmed itinerary. In the event that any Third Party Service Providers is unable to provide the service confirmed to you, Wild & Isle's policy is always to offer you alternative arrangements of similar classification, wherever possible in the same area. Whilst every effort is made to keep to published itineraries, Wild & Isle reserves the right to make changes as are deemed necessary. In some cases, conditions such as the weather may necessitate an alteration to the tour itinerary and this does not constitute any ground for a refund. It is your duty to check each amendment to the itinerary and also to sign the final one. Unless full payment is due at the time of making the booking, all bookings must be accompanied by the requested deposit or guarantee. Wild & Isle reserves the right to cancel any booking without prejudice, in the event of full payment or a deposit or part thereof not being received.

11. Price Changes

The price quoted to you is based on fares, hotel prices, land costs and other relevant costs ruling at the date of Wild & Isle's quote. In the event of there being any increase in any of the foregoing costs after the booking but prior to the issuing of the documents, this variation shall be for your account and payable on request by Wild & Isle, as shall any increase in the price(s) quoted arising from the fluctuation in rates of exchange. Documents will not be issued until such time that full payment is cleared by Wild & Isle's bank. The onus will be on you to check that there have been no changes in the price prior to making full and final payment. However, airfares are subject to the price and conditions quoted by the airlines and cannot be guaranteed by Wild & Isle.

12. Group Bookings

Should yours be a group booking and the group number deviate from the number required for the booking, the Third Party Service Providers may reserve the right to re-cost the price and raise a surcharge. Should you or any party of your group refuse to accept and pay such surcharge, it may result in the Third Party Service Providers cancelling the booking and retaining any payment made. Wild & Isle will be entitled to retain any service fees charged.

13. Payment & Additional Charges

Final payment for any booking must be made upon confirmation of the booking, unless specific arrangements have been made with Wild & Isle and such arrangement confirmed in writing by Wild & Isle. Final payment is based on the quoted and confirmed price, less any deposit paid, plus any additional charges that may have been incurred. Aside from passport, visa and other peripheral service fees (additional fees), Wild & Isle reserves the right to claim the late booking charges, communications, consultation, administration and amendment fees where applicable. If the final payment is not received on time, the travel documents can be delayed and may necessitate the use of a courier service, which will be for your account or Wild & Isle may cancel the booking. Late payment may also result in cancellation of the reservation by the Third Party Service Providers. When paying by credit card you will be required to complete a Wild & Isle credit card authorisation form and comply with the authorisation criteria as laid down by the respective Credit Card companies. Interest at 5% above the current prime bank overdraft rate charged by Wild & Isle's bank will automatically be applied to all overdue amounts. Any invoice and/or statement received by you shall be payable in full and no deduction or alteration may be made by you should all or any part of the services booked by Wild & Isle be unused for any reason.

14. Methods of Payment

Credit/Debit Cards (Master Card, Visa or Diners Club) via our online payment gateway, Pay Genius. A 3.75% payment convenience fee will be charged by Pay Genius for credit card transactions via this gateway. Direct deposit cash only (deposit slips must be e-mailed to Wild & Isle) Electronic funds transfer (proof of payment must to be e-mailed to Wild & Isle. Documentation will only be issued once all funds have been cleared by Wild & Isle's bankers.

15. Insurance

It is strongly advised that all Clients take out adequate insurance cover in order to cover instances such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. (Note that is not an exhaustive list). Insurance can only be purchased prior to departure. Insurance and options should be discussed with your consultant. It is not the responsibility of Wild & Isle to take out insurance for you except upon detailed instructions given in writing by you. The insurance taken out by Wild & Isle under such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk and Wild & Isle shall not be obliged to obtain separate cover for any risks so excluded.



Wild & Isle shall not be under any obligation to affect a separate insurance for each customer. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Wild & Isle strongly recommends that travel insurance be purchased for the duration of your journey. Wild & Isle urges you to take out additional insurance cover over and above the phase one insurance offered free as standard for international travel by the various credit card companies. Kindly check with your respective credit card company directly to obtain specific details of the complimentary cover. Wild & Isle will not be responsible if you fail to take adequate insurance cover.

16. Peripheral Requirements

Wild & Isle will endeavour to assist you in obtaining or meeting the requirements for passports, visas, health documents, insurance, foreign exchange, Reserve and other bank approvals, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with principals and other parties for whom Wild & Isle act as agents and referred to as the booking or the reservation, but due to the constant changing nature of such peripheral requirements and services, Wild & Isle cannot be held liable for ensuring that these requirements and services are provided correctly or timeously or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services.

17. Cancellation

If you wish to cancel your booking you must advise Wild & Isle immediately. You will be liable to pay the following cancellation charges:

1. Where your booking includes a special fare, the relevant charges are levied by the airline. In some circumstances this may be 100% of the total fare, regardless of when cancellation is effected.
2. Where your booking is for a package, you will be responsible for all cancellation charges, of whatsoever nature, imposed by the suppliers providing the component parts of such travel arrangements.
3. A cancellation fee of equal to 10% of the package price on any finalised booking may be charged. However, Wild & Isle reserves the right to charge a cancellation fee of up to 100% of the total package, in its sole discretion, in particular circumstances. Any monies, which you have already paid to us, will be taken by us as payment or part payment of any cancellation charges.
4. Our suppliers, especially safari related accommodation, take confirmations from us very seriously. Your written confirmation (acceptance of quote) given to Wild & Isle, whether you have read our terms or not, will be considered as your instruction to us to confirm with our suppliers that you intend on honouring the booking, whether we have invoiced you or not. Once we have confirmed with our supplier/s, Wild & Isle is invoiced which then becomes legal tender. As we are acting on your behalf, Wild & Isle, including you, the client, are bound to their cancellation policy and Terms & Conditions. We are therefore in our rights to claim any money from you that needs to be paid to our supplier.
5. Verification of Traveller Names and Travel Details.

It is important that you provide Wild & Isle with the travellers names as per the travellers passports. Failure to do so could result in denied boarding or deportation. Please confirm that all of the travel arrangements, itinerary details and documents are correct. Once documents have been issued changes could incur financial penalties imposed by the service provider(s) and these will be payable by you.

19. Passports, Visas & Health

It is entirely your duty to ensure that all passports and visas are current, valid, obtained on time and will be valid for six months to one year after your return to your 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 Wild & Isle before travelling. Wild & Isle will endeavour to assist you but such assistance will be at Wild & Isle's discretion and you acknowledge that in doing so, Wild & Isle is not assuming any obligation or liability and you indemnify Wild & Isle against any consequences of non-compliance. It is your duty to familiarise yourself with the inherent dangers of and mental and/or physical condition required for your proposed travel arrangements.

Please note: All visitors to South Africa are required to have a minimum of three blank pages in their passport excluding the front and back cover to enable the entry visa to be issued. 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. The client must ensure that the details supplied to Wild & Isle mirror those details shown on their passport for international travel and ID documents for local travel.

Wild & Isle cannot be held responsible for:

Denial of your visa application for any reason;

Delay of issuance of your visa by the consulate;

Loss of your passport(s) by the consulate and/or courier;

Change in visa costs and requirements;

Financial losses incurred as a result of a visa application being denied;

Please note that a visa does not guarantee entry to any given country at point of entry.

20. Malaria and other Tropical Diseases

Certain parts covered by your itinerary may be areas where there is a high-risk of malaria and other tropical diseases. We strongly recommend 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.

25. Internet Bookings

If you request or instruct Wild & Isle to do bookings via the Internet, you irrevocably authorize Wild & Isle to do the following on your behalf:

- (1) Make any selections of and for the booking
- (2) make payments and
- (3) accept booking conditions.

26. Flight Reconfirmation

Please reconfirm all forward and onward travel arrangements (including domestic connecting flights required upon your return) 72 hours prior to departure. Failure to do so could result in the cancellation of your journey. Wild & Isle hereby specifically excludes any liability for any delay and /or loss as a result of your failure to reconfirm any flight and/or connecting flight.

27. Flight and Other Travel Timings

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of passengers to check-in on time. There is no guarantee that flights, ferries, ships, trains or coaches will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not accept any liability for any delay, however arising, or for any schedule alterations.

28. E-Ticketing

You must be ready to show your identity document and that of each member of your party and possibly your credit card at the check-in counter of the airline concerned.

29. Important Notes

Airlines reserve the right to withdraw airfares without notice. We cannot guarantee airfares and airport taxes until paid in full and the air tickets have been issued. Certain destinations may also require a departure tax which is payable locally upon departure. These are not included in the pricing quoted. Prices are subject to change without notice until payment has been received in full, whether a reservation has been made or not. By accepting this confirmation and offering payment therefore it will be deemed that you have read, understood and accept our terms and conditions.

30. Intellectual Property

The website www.wildandisle.com is managed and administered by Wild & Isle and the domain name is registered in the name of Paul Moolman. All intellectual property rights in and to the aforementioned vests in the owners as indicated. None of the content or data found on this site may be reproduced, sold, transferred, or modified without the express written permission of Wild & Isle.

31. Applicable Law

Please note that the use of the website is subject to the STC and specifically subject to South African law and the jurisdiction of South African courts.

32. Access and Use

Access to and use of the website is entirely at the users risk. Wild & Isle may discontinue or suspend the website at any time without notice, and it may block, terminate or suspend any users access at any time for any reason in its sole discretion, even if access continues to be allowed to others.

33. Links to other websites

There are links on this website which allows a user to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by Wild & Isle and Wild & Isle makes no representations and gives no warranties concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites. Wild & Isle has not tested and makes no representations regarding the correctness, performance or quality of any software found at any such sites. You should research and assess the risks which may be involved in accessing and using any software on the internet before using it. You are deemed to indemnify Wild & Isle against any claims for loss or damage arising from your use of or of information gained from or from accessing any such linked sites.

34. Changes

Wild & Isle may make future changes, deletions or modifications to such terms and conditions, information, graphics, products, features, functionality, services, and links at any time without notice and your subsequent viewing or use of this website will constitute your agreement to the changes, deletions and modifications.

35. Interpretation, Law Applicable and Jurisdiction

This agreement is governed by South African Law. The Parties hereby consent to the jurisdiction of the appropriate Magistrates Court in regard to any action and/or proceedings based on/or arising from these Standard Conditions of Business. This document reflects the only and full agreement between you and Wild & Isle and there exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and you acknowledge that you have not relied on any matter or thing stated on behalf of Wild & Isle or otherwise that is not included herein....



No variation and/or extension thereof shall be valid unless agreed to both by the Parties in writing. In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by Wild & Isle, this document will always have preference. You will be liable for all legal fees on an attorney and own client scale in the event that Wild & Isle has to engage a lawyer to enforce or defend any of its rights or otherwise.

36. Complaints

In the event that you have any reason to complain, or experience any problems with your holiday whilst away, you must immediately inform the supplier of the services in question. Any verbal notification must be put in writing and given to the supplier as soon as possible. If you are still dissatisfied, you must notify us on our emergency mobile number 071 876 3630 at the earliest opportunity. Until we know about a problem or complaint, we cannot begin to resolve it. Failure to give us the opportunity to resolve any problem at the time it occurs will result in either a reduction, or complete extinction, of any rights which you may have, to claim compensation from us. Whilst every effort will be made by Wild & Isle to resolve your complaint to your satisfaction it is specifically recorded that Wild & Isle in no way accepts liability for any claim that you may have in respect of your complaint.

37. General Information

We will advise you of all mandatory taxes, which you must pay before departure. However, certain countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline or your consultant when you reconfirm your flight details.

Renovations:

Please be aware that hotels undergo renovations from time to time. Hotels take all possible steps to limit disruption to their guests. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work, dates may be provided, but it is important to remember that these are subject to change and we are not always notified.

38. Authority

The person requesting the quotations or estimates or making the booking or to whom any service is rendered, is deemed to have read and accepted the Conditions. This person is also deemed to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered.