

# WILD WONDERFUL WORLD TERMS & 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 or program 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 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 may have with us). Note, for volunteers under the age of 18, we require that our terms and conditions are accepted by your legal guardian.

## 2. Booking Procedures

A binding contract comes into existence between us (and the pricing of an itinerary is final) when: (a) we receive a deposit of 50% of the quote price, 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. 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.

## 3. Payment

We accept payment in South African Rand by means of a bank transfer. The amount will be converted by your bankers on presentation of our invoice. 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 a ZAR500 administration fee.

#### 4. Pricing Itineraries

The price of your itinerary will be based on known costs at the date of issue of the itinerary. At any time before a 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 since the date of issue of the itinerary. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking. Matters influencing a surcharge would include, but are not limited to, 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.



## 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, provided that notification is received in writing. Every change is subject to a change fee of ZAR800 per person per occasion that a change is made. 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.

# 6. Cancellation by you

Cancellation of a holiday must be made in writing and is effective from the date we receive the written notification. In all cases of cancellation, a percent of the deposit or payment plus any amendment charges will be forfeited. Cancellation charges are expressed at a percentage of quoted price as follows:

Period before departure when we receive your written cancellation	Cancellation charge per person cancelling
More than 90 days or before final payment	50% of deposit, plus bank charges
31-90 days and after final payment	Full refund less 40%, plus bank charges
Less than 30 days prior to travel	No Refund

If the reason for cancellation is covered under the terms of your insurance policy you may be able to reclaim these charges. 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.

## 7. Amendments made 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 reservation, although we reserve the right to make changes at any time. 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 or cancel 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. 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. 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. Please note we cannot accept any liability 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 if we breached our contract with you, or (b) did not result from any breach of contract or any other fault by ourselves or our employees, or where we are responsible for them our suppliers. Additionally we cannot accept liability for any sums which relate to any business losses.



## 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. In these circumstances we will return to you all monies paid or offer an alternative itinerary of a comparable standard. In this event we will pay compensation of ZAR800 per person. We may cancel your confirmed reservation if you fail to comply with any requirement of the booking conditions entitling us to cancel.

## **Force Majeure**

We cannot accept liability or pay compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you 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 services in question could not even with all due care foresee or avoid. Such events are likely to include war, threat of war, civil strife, riot, civil disorder/unrest, industrial dispute, actual or threat of terrorist activity, natural or nuclear disaster, fire, strike, breakout of an epidemic or pandemic disease, technical problems with transport, cancellation or amendment to any scheduled flight, closure, congestion of airports or ports, adverse weather conditions and all similar events outside our control. In the circumstances amounting to force majeure we will not refund any money to you although if we can recover any monies from our suppliers we will refund these to you.

## 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 information contained on our website is correct to the best of our knowledge at the time. Note, where we suggest or recommend particular operators/centers/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. 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. 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. Please note that we will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or 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.

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.

## 11. Your Responsibilities

## Passports, visas & vaccination certificates

You must ensure that your travel documents, passports, visas and vaccination certificates are in order and ensure that you have taken the advice of your doctor with regard to inoculations. 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 <a href="https://www.gov.uk/foreign-travel-advice/south-africa/entry-requirements">https://www.gov.uk/foreign-travel-advice/south-africa/entry-requirements</a> 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 prebooked 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.

## **Insurance**

WWW requires clients to purchase travel insurance and medical insurance coverage, which we deem an express condition of your booking. 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 advise you to study the terms of your chosen policy very carefully to ensure that it is suitable, 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. 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.



## 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.

## 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.

## Behaviour and contribution by volunteers

A condition of your conservation volunteer booking is that you are required to make a positive contribution to the project and to behave at the reserve and on the journey to and from it in a proper manner and in particular to observe strictly any rules and regulations of the reserve. Failure to do so may result in your placement being cancelled at our absolute discretion and arrangements made for your return home; any prices or expenses incurred in so doing will be a debt due from you to us. In particular, violent conduct, drug or alcohol abuse will not be tolerated. We ask that all volunteers agree to abide by the following rules and guidelines, plus any additional rules which the individual project may also have:

- Please do not bring yourself or Wild Wonderful World into disrepute or involve any staff member or volunteer in any behaviour that might amount to disrepute. If your behaviour, words or language is found to be detrimental to the programme or offensive to other volunteers or staff, you may be asked to leave the programme without compensation.
- Do not carry or use any illegal drugs during your stay and do not abuse alcohol
- Please behave with a level of courtesy which applies to the situation you are in and be mindful of cultural considerations at all times.
- Please treat all staff members with courtesy and do your best to help them as instructed.
- Do not exchange personal information such as email addresses, telephone numbers and social media details with strangers.
- Do not bring visitors to your accommodation under any circumstances.
- Volunteers need to have a degree of flexibility on their outlined itineraries, excursions, activities, accommodation and amenities. The pre-departure information is an indication of what you might be doing, not a contractual obligation. Alterations may need to be made if it is essential to ensure the programme is delivered correctly.

### 12. Documentation

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.

## 15. 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. 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 South African law. 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 South Africa.