

## Wildlife Forensic Academy (Pty) Ltd ('WFA') Terms and Conditions

Before you confirm your booking please read all of the information below

Your contract is with Wildlife Forensic Academy Pty LTD (South Africa 2019/289545/07) (hereinafter referred to as *'the WFA'*). Any enrolment is subject to the WFA Terms & Conditions set out below (Hereinafter referred to as *'the WFA T&C'*). When you submit your application you acknowledge that you have read, understood and agree to be bound by the WFA T&C.

### YOUR CONTRACT

All applicants for WFA courses must complete an online application form and accept the WFA T&C. Any person making enquiries, seeking advice, requesting quotations or estimates pertaining to the WFA courses or submitting a signed application and/or who enrolls, is deemed to have read, **had explained (where applicable), understand and accepted** the WFA T&C and to have the **authority** to do so, whether for him/herself or on behalf of the person in whose name the application is made and/or submitted (collectively referred to as *'the Client' and or 'the Applicants'*).

### PAYMENT AND ACCEPTANCE OF APPLICATION

On the completion of the WFA online application, and deposit (*'the Deposit'*) payment a provisional course booking (*'the Booking'*) will be sent to the Client via e-mail. The Deposit is 50% (Fifty Percent) of the total fee reflected in the Booking as a Deposit. Deposits are only refundable to the person to the person who paid the Deposit and whether or not a refund is to be made in part, in full or at all will be made by the WFA in its sole and unfettered discretion. Such decision will be final, no correspondence will be entered into and the Client and/or the person who paid the Deposit will have no right of recourse against the WFA (Read with *'Cancellation'* below).

Please note that whilst the Booking is only an indications of course availability and placements will only be confirmed upon receipt of a duly completed, signed application form and the Deposit. The WFA will deal with applications in chronological order of receipt and any decision in that regard will be final, made by the WFA in its sole and unfettered discretion and no correspondence will be entered into and the Client and/or the person who paid the Deposit will have no right of recourse against the WFA.

Please note that airfare and other travel arrangements should only be made after confirmation of a placement. It is essential that refundable and changeable flight tickets are purchased and that domestic flights are booked separately from international flights. This is because due to circumstances outside our control project times and locations may be changed. All flights and travel arrangements are the sole responsibility of the Client.

These tickets are linked to contracts with the respective airlines (*'Air T&C'*) which are very complex and can entail very strict requirements regarding change, airport and departure taxes and cancellation provisions. Accordingly the Client MUST enquire about ALL the Air T&C BEFORE you pay for the ticket. The Client should also take note that if the 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 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 prescribed by the Consumer Protection Act, Act Number 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.

The balance of the course price is payable in full, one (1) month before the date of inception of the course (*'the Due Date'*). If the balance is not paid by the Due Date, WFA reserves the right to disqualify the Applicant and cancel the application and the placement of the Client, in which case all amounts paid to WFA will normally be forfeited. For applications made a month or less before the start of a course the full fee is payable on application.

#### **CANCELLATION BY CLIENT**

Any notification of cancellation of the Booking must be in writing by email. The date on which the notification is received by WFA [~~DELETE: 'or its agents'~~] will determine the cancellation charges applicable. In the event of cancellation the following charges will normally apply:

- Up to 6 (six) months before the Due Date, a full refund of any monies paid to WFA [SEE COMMENTS RE DEPOSIT ABOVE];
- 6 (six) months to 30 days before the Due Date, 50% (Fifty percent) of the total course cost will be forfeited;
- Less than 30 (thirty) days before the Due Date 100% (One Hundred percent) of the total course cost will be forfeited.

#### **CANCELLATION BY WFA**

WFA reserves the right to cancel any course for any reason in its sole and unfettered discretion. In the event of any course being cancelled, the Client may elect to have a full refund of all moneys paid to WFA, or alternatively transfer to any other WFA course. No further liability by WFA to the Client in this regard will apply and whichever choice the Client makes, once implemented, will be deemed to be in full and final settlement of any amounts paid by the Client and any training due by the WFA. The WFA will at all times use its best endeavours to give the Client as much advance notice of such cancellation as possible.

## UNUSED SERVICES

In the event of a Client failing to join a course, joining after Due Date or leaving prior to completion, no refunds will be made or liability accepted by WFA. Any decision in that regard will be made by the WFA in its unfettered discretion, be final and no correspondence will be entered into and the Client and/or the person who paid the Deposit will have no right of recourse against the WFA.

## CHANGES AND FORCE MAJEURE

WFA does not accept any liability arising out of changes to itineraries, travel arrangements or any other matters relating to a program, due to factors outside its control. These factors include, but are not limited to, wars, strikes, weather, political disputes, border closures, delayed flights, etc and Force Majeure - the latter will include epidemics, pandemics, unforeseeable events beyond the control of the parties which event results in one or more of the following: prevent or delay performance by either party; make performance of either party impossible; makes it substantially more difficult, expensive or impractical for either party to carry out their obligations and must not be as result of fault or negligence of either party. The party claiming reliance on any of these aforementioned must have used due diligence to avoid and/or overcome or remove the event and must immediately advise the other party in writing. If such avoidance, overcoming and/or removal is impossible, the expenses incurred by the client arising out of these changes are for their own account.

## TRAVEL DOCUMENTS

It is the entirely and solely the **Client's duty** to ensure that all **passports and visas** are current, valid, obtained on time, and will be valid for six months after return to home country. Please check the requirements with your travel agent before travelling. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the Course and related activities. **Please note** that all visitors to South Africa 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. 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. 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. Should a Client be refused entry to any country due to incorrect, incomplete or inadequate documentation, WFA will not be held liable for any costs or repatriation costs in relation thereto.

**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.**

## MEDICAL REQUIREMENTS AND VACCINATIONS

It is entirely the Client's sole responsibility to check and follow their Doctor's advice (in sufficient time before travelling) on the current inoculations, vaccinations, prophylactic and medical precautions they must take before travelling. It is also the Client's responsibility to inform WFA in writing before the Due Date of current or former medical conditions or treatment arising from said medical conditions and any allergies and prescribed medication. WFA suggests that in the case of prophylactics such as asthma pumps a spare device is given to WFA who will ensure that course leader has same on hand in case of an emergency.

## MALARIA AND OTHER TROPICAL DISEASES: WARNING

Certain parts covered by the itinerary maybe in areas where there is a high-risk of malaria and other tropical diseases. WFA strongly recommends that the necessary precautions be taken in this regard and that Clients check with their 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 Clients have not done so prior to departure, it is imperative Clients do so upon their return.

## INSURANCE

It is a non-negotiable requirement for all Clients to arrange take out **adequate insurance** cover for the full duration of the Client's participation in the Course and for their travel to, from and stay in South Africa. Such cover must include cancellation due to any cause whatsoever as well as events such as and concomitant medical or other care related to illness, accident or injury personal accident and personal liability, loss of or damage to baggage and sports equipment and veterinary work, needle stick and working with wildlife (Note that is not an exhaustive list). WFA will not be responsible or liable if the Client fails to take adequate insurance cover or at all. It shall not be obligatory upon the WFA to effect insurance for the Client whatsoever. All insurance affected by the Client will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and WFA shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. 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.

Please note that various **credit card companies** offer limited levels of travel insurance, which WFA 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.

## VALUABLES

The Client is advised not to bring any valuables on the course. This applies, without limiting the generality of the foregoing, cell/mobile phones, cameras and watches. If the Client has

forgotten the leave such items at home, the WFA will provide for a safety deposit box where such items can be left for safekeeping before participation in the course. Such safekeeping will require the Client to complete details such as make, serial number and value of the item(s). WFA does not accept any liability whatsoever for any loss and/or damage to any valuables whether or not left in safekeeping.

#### **AUTHORITY ON TOUR**

The Client accepts that at all times the decisions of the designated person in charge at that specific time will be final on all matters including, but not limited to issues relating to the safety and well-being of the Client.

#### **UNSUITABILITY**

During a course should a Client, in the opinion of WFA or its duly authorized representative, be considered unsuitable for the course, e.g. being in contravention of any customs or laws of South Africa, or causing inconvenience or annoyance to other Clients/people, then WFA may disqualify the Applicant. In such circumstances transportation to the nearest town will be provided. WFA will not make any refund to the Client and no other liability by WFA to the client will arise. Such decision to disqualify a Client will be made by the WFA in its sole and unfettered discretion, will be final, no correspondence will be entered into and the Client and/or the person who paid the Deposit will have no right of recourse against the WFA.

#### **PROMPT ASSISTANCE**

If a Client is in difficulty or discomfort as a result of unforeseeable circumstances outside the control of WFA, regardless of fault, WFA will offer or arrange such prompt assistance as is reasonable in the circumstances.

#### **WEATHER**

Weather in the world is becoming more unpredictable and erratic. WFA cannot be held responsible for disruptions and/or variations in the course caused by unforeseen weather conditions. Accordingly WFA reserves the right in its sole and unfettered discretion to reschedule any course, project or event due to extreme weather conditions (For the purposes of this clause this will include, without limiting the generality of the foregoing, the following: heavy rain, flash floods, thunder and lightning, dangerous sea-swells, strong winds and veld fires).

#### **PRICES**

WFA reserves the right to vary course prices in the light of any inflation in fuel costs, accommodation costs, park entrance fees, fluctuation in exchange rates or if an

unreasonable **time lapses** between the date the Booking is submitted to the Client and the date it is returned to WFA and between payment of the Deposit and payment of the balance. WFA will endeavour to keep such variations to a minimum but may apply surcharges. Please note that inter alia any expenses of a personal nature and gratuities are excluded.

## DEFAMATION

Any client found to be defaming or making negative or disparaging comments about the WFA programs/projects/courses or the character of any project/course personnel or participants/Clients will immediately be asked to leave the program without a refund from WFA. Such decision will be made by the WFA in its sole and unfettered discretion, will be final, no correspondence will be entered into and the Client and/or the person who paid the Deposit will have no right of recourse against the WFA. However WFA does not deem itself above criticism and at all times endeavour to improve all aspects of the Course and Clients will be provided with an opportunity upon completion of the course to provide WFA with a written assessment and comments, however critical.

## EXCURSIONS

Excursions that are outside of WFA organized projects/courses, whosoever arranges them are at the Client's own risk. WFA recommends that Clients do NOT visit local pubs & nightclubs or walk around the streets alone. Neither should Clients travel unaccompanied by bus or train. WFA advises strongly against casual relationships with local persons. WFA does not accept responsibility for the outcome of any of the actions above and the Client is deemed to indemnify WFA accordingly.

## EXPERTS

As part of the course material and training WFA engages the services of experts in their field so as to ensure the Clients are provided with the best knowledge and cutting edge information (*'the Experts'*). Such experts are not employed by WFA and are engaged as independent contractors. Accordingly WFA accepts **no liability** for any loss, damage, illness, harm, injury or death which any Client may suffer as a result of any act or omission on the part of or the failure of the Experts to in fulfilling and carrying out their obligations towards WFA and the Client. Any right of recourse the Client may have will be exclusively against the Experts.

## DATA PROTECTION

In order to process your application in an efficient and timely manner WFA sometimes need to pass on some of your personal data (as defined in the legislation referred to below) to third party service providers. WFA takes full responsibility for ensuring that proper security measures apply to the information in our possession, but we must pass information on to project/course providers. Subject to statutory constraints or compliance with an order of

court, WFA 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, the Company 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 the Company's Privacy Policy which is incorporated herein by reference and which you are deemed to have read, understand and agree to be bound by.

#### **CLIENT RESPONSIBILITY REGARDING TRAVEL INFORMATION AND INFORMATION PROVIDED IN THE APPLICATION PROCESS**

It is the Client's sole responsibility to check the most recent travel guidelines at regular intervals before departure to their chosen project/course. It is essential that Applicants take responsibility for their own safety and use all available information to make an informed decision as to the risks of travelling in Southern Africa and participate in their chosen project/course. Any information or advice given by WFA or its agents is given in good faith but ultimately Clients must rely in the first instance on advice from government agencies and their own judgement. Clients are bound by the aforementioned terms and conditions and confirm that enrolment information is up to date, complete and accurate. Any false declaration would render any claim whatsoever void and the Client could further be held liable for prosecution in terms of the laws governing South Africa.

#### **LIABILITY ISSUES, RISK AND INDEMNITIES**

All applications are made, services and training provided, activities participated in and valuables stored on the express condition that the Client does so on his/her own risk and that WFA, its directors, members, partners, employees, agents, sub-contractors and suppliers (*'the Indemnified Parties'*) shall not be responsible for, and shall be **exempt from all liability** in respect of or arising from any incident, accident, injury, death, harm, illness, harm, trauma, delay, any *'prompt assistance'* provided to or any *'excursion'* participated in or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client **whether on the participating or not**), and/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 any of the Indemnified Parties. Such liability will be subject to a limitation of R10 000, 00 (Ten Thousand Rand) per Client. The Client **indemnifies and holds harmless** the Indemnified Parties accordingly. The Indemnified Parties shall further more not be liable for any consequential or indirect loss or damages whatsoever, unless section 61 of the CPA applies. It is imperative that the Client attends the briefing that WFA will provide upon arrival which briefing will detail the risks involved.

## COPYRIGHT

The WFA T&C and any intellectual property and specifically copyright therein, the application document and process, courses and course material and any proposals, presentations, estimates, quotes and itineraries provided by WFA is and shall remain the sole and exclusive property of WFA

The Client furthermore undertakes not to circumvent WFA 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 courses and course material, proposals, presentations, estimates and quotes provided by WFA with any of the Suppliers or any other service providers or venues where the courses are provided for a period of 1 (One) year from the date of submission of any proposals, presentations, estimates and quotes provided by WFA or the Due Date, whichever is the later.

## PHOTOGRAPHY

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

- The copyright and ownership in the 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 the WFA website or any form of social media, that entitles WFA or any third party to disseminate or sell 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
- 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

## DISPUTES

Any and all dispute arising out of or in connection with the WFA T&C, the application, courses or activities including any question regarding its existence, validity, termination or implementation, 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 [CHANGE IF REQUIRED] 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

## LAW & JURISDICTION

South African law and the jurisdiction of South African courts will govern the relationship between the Client/Applicant and WFA. WFA shall be entitled to institute any legal proceedings arising out of or in connection with the WFA T&C, the application or the Booking in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction. The parties choose their respective domicilium citandi et excutandi as reflected in the Application Form.

**ENTIRE AGREEMENT**

The WFA T&C (together with all enquiries, advice, quotations or estimates and applications addressed to, provided by WFA or Bookings made with WFA and indemnities signed and the WFA 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 on behalf of WFA or otherwise that is not included herein. The contra proferentem rule will not apply to the interpretation of the WFA T&C. The WFA reserves the right to revise the WFA T&C from time to time - each revision will be dated and posted on its website.

No amendment, cancellation or waiver of any term or right referred to in the WFA T&C shall be valid or binding unless reduced to writing and signed by both the Client/Applicant and a duly authorised representative of WFA.

**UPDATED MARCH 29 2020**

I, \_\_\_\_\_ hereby accept the terms and conditions, signed at \_\_\_\_\_ on \_\_\_\_\_.

Signature \_\_\_\_\_

Legal guardian (if applicable)

Name \_\_\_\_\_

Signature \_\_\_\_\_