

Themba Travel Ltd | 9 Arnewood Rd, Bournemouth, BH6 5DG | UK

UK Telephone: 07939379636

International Telephone: +44 7939379636

Email: info@thembatravel.com

Themba Travel Ltd Terms & Conditions

We are Themba Travel Limited, a company registered in England and Wales under company number 12320228 whose registered office address is at 9 Arnewood Rd, Bournemouth, Bournemouth, BH6 5DG. These are the terms on which we will arrange a booking for tour (the 'Arrangements'). Please read them carefully as they set out our respective rights and obligations. References to "you" and "your" in these terms means all persons on the booking (including anyone added or substituted at a later date). "we", "us" and "our" means Themba Travel Limited.

Because you can book different combinations of travel arrangements with us, in these terms we use different terms to describe them. Where you book a combination of accommodation, and any other tourist service(s) accounting for a significant proportion of the tour, for the purpose of the same trip or tour, this will create a 'Non-Flight Package' as defined in the Package Travel and Linked Travel Arrangements Regulations 2018. We organise our own packages and, in these terms, they are called 'Themba Travel Packages' (A full definition of this term can be found in the Special Notice at the end of these terms).

When making your booking, we will arrange for you to enter into contracts with our local tour operators, accommodation providers, transport providers detailed on your confirmation (in these terms we call them the 'Providers'). We act as agent for those providers; their terms and conditions will apply to your booking and we advise you to read these carefully as they contain important information about your booking. Please ask us for copies of these if you do not have them.

1. Agreement for Themba Travel Ltd

These Conditions will form the basis of your agreement with Themba Travel Ltd. They apply only to arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you. This may include voluntary work, training, other activities, accommodation and food, details of which are contained in Themba Travel Ltd's website, documents, emails and guides. References in these Conditions to 'arrangements' and 'Programme' mean such arrangements. A 'Programme' (Volunteer Programmes) may consist of one or more 'Projects' as advertised on the Themba Travel Ltd website.

'Providers' means charities, other organisations or individuals working in conjunction with Themba Travel Ltd. They will be primarily responsible for co-ordinating the day-to-day nature of most of your activities whilst on the Programme or Tour.

2. Your contract

By making your first payment to Themba Travel Ltd you agree to be bound by these Conditions. A binding agreement will come into existence between us at this point.

We both agree that English Law will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute,

claim or other matter of any description which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

3. Confirmation and payment to Themba Travel Ltd

Once you have been accepted by Themba Travel Ltd, in order to book your place, you must pay a deposit of at least 10% of the total price of the tour per person. No reservation is secure without a deposit. Deposits and payments are not transferable. Payments should be made according to the payment schedule applicable to the specific tour. All prices are quoted nett of any financial transaction charges. Bank charges are the sole responsibility of the traveller. In all instances, payment should be made in the currency in which the invoice is made out. Failure to comply with this will result in an automatic cancellation of your booking.

PAYMENT SCHEDULE

You have three dates of payment for your tour according to our financial policy

| Dates | Payment |
|---|--|
| 6 (six) months before tour date or when you sign up | 35 (thirty-five) percent of the total tour price |
| 4 (four) months before tour date | 35 (thirty-five) percent of the total tour price |
| 1 (one) month before tour date | 30 (thirty) percent of the total tour price |

If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 7 below will become payable.

4. Prices

We reserve the right to make changes to and correct errors in advertised and quoted prices at any time before your arrangements are confirmed.

5. Changes by you

Should you wish to make any changes to your confirmed arrangements you must notify us by email as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of up to £100 per person per Project/Tour per change may be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our providers.

6. Cancellation by you

Should you need to cancel your arrangements once they have been confirmed, you must immediately advise us in writing by email. Your notice of cancellation will only be effective when it is received in by email by us at our offices. As we incur costs from the time, we confirm your arrangements, the following cancellation charges will be payable.

| Period before start date within which notification of cancellation is received by us | Cancellation charge per person per Project |
|--|--|
| 3 (three) months prior to tour date | 25% (twenty-five percent) of total price |
| 2 (two) months prior to tour date | 50% (fifty percent) of total price |

| | |
|---|---|
| 1 (one) month prior to tour date | 75% (seventy-five percent) of total price |
| 7 (seven) days or less prior to tour date | 100% (one-hundred percent) of total price |

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Due to the application process and preparation required before departing on the Programme/Tour, it is not possible to transfer your Programme/Tour to another person.

If you do not arrive within 24 hours of your scheduled start date, this will be deemed as you cancelling the Programme/Tour unless you have notified us and have our agreement.

If you reduce the duration of your Programme/Tour after arrival and / or depart earlier than your scheduled departure date, you are not eligible for any refund of the unused proportion of your Programme/Tour.

7. Travel Insurance

The Programme/Tour does not include travel insurance. We require that you have travel insurance that a minimum includes medical treatment, emergency assistance and repatriation cover. It should also cover you for all activities included in the Programme or that you may choose to do independently.

Please read your policy details carefully and take them with you when you travel. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

8. Changes and cancellation by us

We start planning the Programmes/Tours we offer many months in advance. Themba Travel Ltd will endeavour to ensure that the Programme/Tour as advertised will be adhered to as closely as possible. However, in certain circumstances changes may need to be made for reasons which may include: the requirements of the local community and our Providers; your own safety and wellbeing; the safety and wellbeing of other people; advice issued by the Foreign and Commonwealth Office (FCO); and other unavoidable factors. You agree to accept the fluid and unpredictable nature of day-to-day life in the countries where Themba Travel Ltd operates and recognise that you may need to be flexible as regards your expectations while on the Programme/Tour.

Occasionally, we have to make changes to and correct errors in Programme/Tour details both before and after arrangements have been confirmed or cancel confirmed arrangements. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor. A minor change is any change which we do not expect to have a significant effect on your Programme/Tour, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a travel organiser.

In the unlikely event that one or more programmed/tour activities cannot be provided at the expected time, or at all, during the course of the Programme/Tour, Themba Travel Ltd or their Providers will endeavour to re-schedule the activity or arrange a suitable alternative. In the unlikely event that a suitable alternative cannot be provided you will be informed as soon as is reasonably practicable and will be entitled to a partial refund to reflect the value of the activity.

Occasionally, we have to make a significant change. A significant change is a change which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a travel organiser, we expect to have a major effect on your Programme/Tour. Significant changes are likely to include the following changes: (i) the Programme/Tour start or end dates change by more than 14 days either way; (ii) we can no longer offer you a Programme/Tour in the chosen Country; (iii) we can no longer offer you a Programme/Tour with the specified Provider.

If we have to make a significant change or cancellation, we will tell you as soon as possible. If there is time to do so, we will offer you the choice of the following options:

- a. Accepting the changed arrangements.
- b. Switching to an alternative Programme/Tour from us (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference).
- c. Cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

The above options will not be available if we cancel as a result of your failure to comply with any requirement of these conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

9. Force Majeure

We regret we cannot accept liability, pay any compensation or meet any costs or expenses you incur where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these 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, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control, epidemics, pandemics, diseases, public health emergencies and acts of governments.

10. Our Liability to you

1. We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under The Package Travel and Linked Travel Arrangements Regulations 2018, as set out below. Subject to these booking conditions, if we or our providers perform or arrange your contracted arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or providers' negligence affected the overall enjoyment of your Programme/Tour), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
2. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - a. The act(s) and/or omission(s) of the person(s) affected;
 - b. The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - c. Unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - d. An event which either ourselves or our providers could not, even with all due care, have foreseen or forestalled.
3. We limit the amount of compensation we may have to pay you if we are found liable under this clause:
 - a. *Loss of and/or damage to any luggage or personal possessions and money*
The maximum amount we will have to pay you in respect of these claims is a sum equal to the excess on your travel insurance policy in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
 - b. *Claims not falling under (a) above or involving injury, illness or death*
The maximum amount we will have to pay you in respect of these claims is twice the price paid to us by or on behalf of the person(s) affected in total. This maximum

amount will only be payable where you or your party has not received any benefit at all from the Programme.

- c. *Claims in respect of international travel by air, sea and rail, or any stay in a hotel*
 - i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
 - ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
 - iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
4. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
5. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
6. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which 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 any business losses.
7. We will not accept responsibility for services or facilities which do not form part of our agreement. For example, flights, any additional tour you book, or any service or facility which your hotel or any other supplier agrees to provide for you.

II. Medical Conditions

Except as disclosed in your medical questionnaire, you are taken to confirm at the time of booking that you are in good health, physically capable of undertaking all aspects of the trip, and unaware of any reason why you may be unsuited to taking part or may be likely to suffer illness or injury during the trip, taking into account its challenges and purposes. If you are unable to give for this confirmation for any reason or have any medical condition or disability which may affect your trip, you must contact us before you submit your application form so that we can assist you in considering the suitability of the trip for you.

If any information given in the application form or medical questionnaire is shown to be materially incorrect or incomplete, we reserve the right to cancel your booking or terminate your participation in the trip, depending on when we become aware of the true position. In this situation, cancellation charges as set out in paragraph 7 will apply and we will not be responsible for any costs or expenses incurred as a result.

12. References and criminal record checks (volunteer programmes) *

References and a criminal record check may be required for your Programme. If we do not receive these by your Programme start date you will be unable to volunteer and we reserve the right to treat your booking as cancelled by you, in which case the cancellation charges set out in clause 7 above will become payable.

13. Passports, visas, flights and health requirements

Passport and visa information provided by Themba Travel Ltd is for guidance purposes only and it is your responsibility to check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

Health information provided by Themba Travel Ltd is based on UK National Health Service information and we are not able to provide medical advice. You should arrange a visit to your doctor / travel clinic to receive the latest health advice and arrange vaccinations and it is your responsibility to ensure that you have all appropriate vaccinations and medication. You should do this in good time before your departure. Please note that if you do not have the recommended vaccinations it may invalidate any related medical claim through your travel insurance.

It is your responsibility to arrange and ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport, into any country or if you are not issued with an appropriate visa, due to failure on your part to arrange or carry correct documentation or due to any reason beyond our control.

It is your responsibility to ensure that your flights meet the arrival and departure requirements of the Programme/Tour. We regret we cannot accept any liability for any additional costs incurred if your flights do not meet these requirements.

If failure to have any necessary documentation or appropriate flights results in additional costs, fines, surcharges or other financial penalty being imposed on us or our Providers, you will be responsible for reimbursing us / them accordingly.

14. Free time and independent activities (volunteer programmes) *

The Programme is designed for you to be independent and there will be periods of free time during the Programme when you are not volunteering and may be away from the Project site, which may include evenings and days off. These periods are outside the jurisdiction of Themba Travel Ltd and, due to the unspecified nature of free time, have not been fully risk assessed.

We may provide you with information about activities in the area you are visiting. Where we have not agreed to arrange, provide or perform these activities or excursions as part of our agreement with you, subject to these conditions, we do not accept any responsibility for them even where we suggest or recommend a particular operator or supplier and/or assist you in any way in booking such activities or excursions.

You should make sure you have adequate travel insurance cover for any activities you may do in addition to the Programme.

15. Conduct during the Programmes/Tour

15 (a) Tours: All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any accommodation provider or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs

incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

15 (b) Volunteer Programmes: During the Programme including any training, you agree to respect the decisions and authority of Themba Travel Ltd.'s Providers and staff in all matters pertaining to the Programme, health and safety, and the local population, and agree to follow the Code of Conduct set out below.

Code of Conduct

DO

- Treat everyone with respect regardless of gender, ethnicity, disability, sexuality or religious beliefs
- Look after yourself and others
- Fulfil the expected volunteer role including duties, working days and working times *
- Follow rules and all reasonable instructions at the project and from support staff
- Follow local laws and respect local customs
- Follow Themba Travel Ltd's Child and Vulnerable Adult Protection Policy, where applicable
- Bring any concerns or issues to the attention of the local team / Themba Travel Ltd UK office as soon as possible

DON'T

- Put yourself or others at risk
- Do anything that could cause harm to people, animals, property or the environment
- Behave in any way that is inappropriate, illegal or could jeopardise the work of Themba Travel Ltd and its Partner projects
- Be absent without prior communication *
- Discriminate in any way
- Display any form of aggression or abuse to others
- Have any inappropriate physical, verbal, electronic or online contact with others

If you significantly break this agreement and/or Code of Conduct or you persistently behave in a manner which is, in the view of Themba Travel Ltd or their Providers, incompatible with the spirit of the Programme, Themba Travel Ltd and/or their Providers retain the right to terminate the Programme without further notice. You are not eligible for any refund of monies you have paid to Themba Travel Ltd in this situation.

If the Programme is terminated as a result of your conduct, you are responsible for making and paying for any additional travel arrangements to leave the Programme early.

16. Damage or loss during the Programme/Tour

You will be responsible for making full payment for any damage or loss caused by you during the Programme/Tour including the accommodation you stay in, its contents and any property you are provided with for the use of the Programme/Tour.

17. Medical treatment and consent during the Tour/Programme

If you require medical treatment during the Tour/Programme, you agree to pay for any additional costs incurred as a result of helping you to arrange or obtain medical treatment.

You agree that staff of Themba Travel Ltd or its Providers may give consent for medical treatment on your behalf where you are unable to give consent yourself.

18. Payment of any additional costs incurred

Payment of any additional costs incurred must be paid directly at the time to Themba Travel Ltd / our Partner / the service supplier concerned, failing which you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

19. Contacting your next of kin

We reserve the right to contact your next of kin (where these details have been provided to us) if we deem it necessary.

20. Feedback, Problems and Complaints Procedure

Your feedback is very important to us and we welcome feedback at any stage of the Programme. At the end of the Programme/Tour we will ask you to complete an online feedback survey.

In the unlikely event that you have any reason to complain or experience any problems with your trip whilst away, you must immediately inform your trip guide or our local agent (if we have one) and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our trip guide / local agent and the supplier as soon as possible. If any complaint or problem is not resolved to your satisfaction by the trip guide, local agent or supplier, you must contact us in the UK using the contact details we have provided you with during your trip, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 14 days of the end of your trip giving your booking reference and full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause. In the unlikely event you have a complaint which we cannot amicably resolve, you may, as an alternative to bringing a claim in the courts, use the AITO independent resolution scheme. This scheme enables a dispute to be resolved on documents alone with limited liability for costs. Full details are available on request.

Please note: Failure to follow the procedure set out in this clause may reduce or extinguish any right which you may have to a refund / compensation.

21. Privacy and Data Protection

In providing our service to you, we need to collect personal information from you and we use this to complete your booking with us, manage the arrangements for your placement, seek feedback, send you notifications and communicate with you generally.

To arrange your placement, we will need to share some of your information with our overseas staff, Providers and providers who are the providers of the services making up your arrangements.

We would also like to store and use your personal details for future marketing purposes. If you have consented to receive marketing, we will only use your name and email address for marketing purposes. You can opt out of receiving further information from us at any time.

You have the right to request a copy of the information that we hold about you. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

For our full Privacy and Cookies Policy please see <https://thembatravel.com/privacy-policy/>

22 Covid-19 Policy

Thank you in advance for your support and understanding during these unprecedented times. Please find our COVID-19 Policy at

SPECIAL NOTE

Whilst we do all that we can to minimise the risks that are within our control, it is central to our philosophy that some of the risks encountered whilst travelling, in part contribute to the adventure and learning experience to be had.

It must be recognised however that, by definition, where there is risk, serious accidents sometimes can and do happen. This must be understood and accepted by volunteers and their families.

While there are undoubted risks in travelling and living abroad it is important to recognise that these can generally be minimised by simple and sensible behaviours. The majority of people living, working and travelling in the countries in which Themba Travel Ltd works have a healthy, enjoyable and trouble-free stay.

DECLARATION

I have read and understood the contents of this agreement and agree to be bound by them.

I have read all Themba Travel Ltd documentation supplied to me and understand the proposed Tour/Volunteer Programme.

I accept that due to the fluid nature of life in the countries in which Themba Travel Ltd operates, the Programme/Tour may differ from that advertised but that Themba Travel Ltd and their Providers will provide a Programme/Tour that remains within the spirit of that advertised.

I understand that life in countries in which Themba Travel Ltd operates contains many different challenges and risks.

I agree to follow the Code of Conduct (Volunteer Programmes) *.

I confirm that I am not travelling against the advice of a medical expert or practitioner.

I accept that if I significantly break this agreement or persistently behave in such a way as is, in the view of Themba Travel Ltd or their Providers, inconsistent with the spirit of the Programme, Themba Travel Ltd and/or their Providers retain the right to terminate the Programme/Tour.

Note

*Applicable to those participating in our Volunteer Programmes.

You are not required to sign this agreement. By making your first payment (this may be a payment made by you or someone else on your behalf) to Themba Travel Ltd you confirm that you agree to be bound by these Conditions.