



THEMBA TRAVEL

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Themba Travel Ltd Terms & Conditions

We are Themba Travel Limited, a Tour Operator company registered in England and Wales under company number 12320228 whose registered office address is at 9 Arnewood Rd, Bournemouth, Bournemouth, BH6 5DG. Themba Travel Ltd is a member of the Travel Trust Association (TTA). These are the terms on which we will arrange a booking for the 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 travel arrangements with us, we use different terms to describe them in these terms. Where you book a combination of accommodation and any other tourist service(s) accounting for a significant proportion of the tour for 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 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 suppliers, accommodation providers, and transport providers detailed on your confirmation (in these terms, we call them the 'Providers'). We act as agents for those providers; their terms and conditions will apply to your booking. 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 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 on Themba Travel Ltd's website, documents, emails and guides. References in these Conditions to 'arrangements' and 'Programme' mean such arrangements. A 'Programme' (Volunteer Programme) may consist of one or more 'Projects' as advertised on the Themba Travel Ltd website.

'Providers' means charities, suppliers, organisations or individuals working with Themba Travel Ltd. They will primarily coordinate 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 any dispute, claim or other matter of any description arising between us (except as set out below). We both 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. Suppose proceedings are brought in Scotland or Northern Ireland. In that case, 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, to book your place, you must pay a deposit of at least 25% (twenty-five percent) 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.

Once we have received the applicable payment(s) due at the time of booking (see below), we will, subject to the availability of the requested arrangements, send you your booking confirmation/invoice. It is at the point when we issue this to you that a valid contract will come into existence between us. Please check your booking confirmation/invoice and all tickets/documents carefully as soon as you receive them, and contact us immediately if you think any details are incorrect. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out). We will do our best to rectify any mistake notified to us outside these time limits, but you must meet any costs involved in doing so.

PAYMENT SCHEDULE

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

Dates	Payment
Deposit	25% (twenty-five percent) of the total tour price
17 (seventeen) weeks before departure date	25% (twenty-five percent) of the total tour price
8 (eight) weeks before departure date	Balance

However, there are a few destinations or trip components that require payment no less than 90 days before the departure date which will be specified on your booking confirmation/invoice and quotation. Please note if we do not receive all payments due (including any surcharge where applicable) in full and on time, we will contact you to confirm that you wish to cancel your booking. You must pay the cancellation charges shown in clause 6.

Full payment is required at the time of booking for all bookings made after the balance due date as above.

On occasions, we may be asked by suppliers to make payments to them earlier than normal. Such requests may, for example, be made to secure accommodation and other services during periods of peak demand. Whilst suppliers may have no contractual right to make such requests, failure to comply with them may result in the loss of confirmed arrangements. Where this situation arises, we reserve the right to ask you to make payment of the requested sum within a stipulated period and before the balance due date. We will, of course, endeavour to avoid doing so if we can. Any such early payment will be non-refundable except as set out in clause 8.

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 a change can be made, we will charge for any additional costs incurred, including any costs imposed or incurred by any of our suppliers, and including, for example, cancellation charges that may be incurred for sectors cancelled. You should note, for example, that a change of name or other alteration to an airline ticket will usually incur a 100% cancellation charge and a full rebooking fee.

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 cancellation notice will only be effective when it is received by email at our offices. As we incur costs when we confirm your arrangements, the following cancellation charges will be payable.

Period before start date within which notice of cancellation is received by us	Cancellation charge per person per tour/project
Up to balance due date	15% (fifteen percent) of total price
From balance due date	25% (twenty-five percent) of total price

In addition to the above, any amounts paid in addition to the deposit at the time of booking or before the cancellation date and which are likely to be non-refundable in the event of cancellation, plus (i.e. in addition to the above) any payments and direct charges we are contractually required to make to third parties in connection with your holiday (to the extent not already paid under although we shall endeavour to mitigate these to the extent we can reasonably do so. In respect of the cancellation of part of your booking, the cancellation charge payable by you will comprise any direct cancellation costs and charges we incur as a result of such cancellation, our reasonable administration costs of dealing with the cancellation arrangements, plus any payments we are contractually required to make to third parties in connection with the cancelled part of the holiday to the extent not already paid. However, we shall endeavour to mitigate these to the extent we can reasonably do so.

Alterations or cancellations by you after commencement of travel and unused services

We will do our best to implement any changes to your arrangements you request once they have commenced. Still, we cannot guarantee this will be possible. In the event of such amendments being made, you will be liable for any direct cancellation charges that may be levied for the services originally booked and for the cost of booking the revised arrangements and the arrangements themselves. We cannot guarantee refunds will be paid to clients who do not complete a tour. However, where we can obtain a refund from hotels or principals for services not used, we will pass this on to you, less any reasonable administration charges.

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 cancelling the Programme/Tour unless you have notified us and have our agreement.

7. Travel Insurance

The Programme/Tour does not include travel insurance. We require that you have travel insurance that is a minimum, including medical treatment, emergency assistance and repatriation coverage. 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. You are responsible for ensuring that your insurance coverage is suitable and adequate for your particular needs.

8. Changes and cancellations 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 safety and well-being; the safety and well-being 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 significantly affect your Programme/Tour, taking into account the information you gave 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 during 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. You 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 that, considering 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: we will pay you the compensation set out below, subject to the following exceptions. Compensation will not be payable, and no liability beyond offering the above-mentioned choices can be accepted where

(1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or

(2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached - in this case we will notify you no less than 60 days before departure.

Please note: all escorted group trips are based on group arrangements involving a given minimum number of passengers. No compensation will be payable, and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

If we are forced by 'force Majeure (see clause 9)) to change or terminate your holiday after departure but before the scheduled end of your time away, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result except as set out above.

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 the supplier of the service(s) in question or we could not foresee or avoid, even with all due care. 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 Responsibility

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 our providers or we 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 you are responsible for showing that our supplier(s) or we have been negligent if you wish to claim us.
2. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or another 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 that our providers or we 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 if you or your party has not benefited from the Programme.
 - c. *Claims in respect of international travel by air, sea and rail, or any stay in hotel*

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 (concerning sea travel); The Berne/Cotif Convention (concerning rail travel) and The Paris Convention (concerning 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 of these international conventions and those 'Conditions of Carriage'. You acknowledge that the terms and conditions contained in those 'Conditions of Carriage' form part of your

contract with the transport company and us and that those 'Conditions of Carriage' shall be included by reference in this contract.

In any circumstances in which a carrier is liable to you by 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.

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 following 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, based on the information given to us by you concerning your booking before 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.

11. Medical Conditions

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. Suppose you are unable to give this confirmation for any reason or have any medical condition or disability which may affect your trip. In that case, 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.

12. 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 intend to travel.

Health information provided by Themba Travel Ltd is based on UK National Health Service information, and we cannot provide medical advice. You should arrange a visit to your doctor/travel clinic to receive the latest health advice and arrange vaccinations. 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.

You are responsible for arranging and ensuring that you have 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 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.

Suppose failure to have any necessary documentation or relevant flights results in additional costs, fines, surcharges or other financial penalties being imposed on our Providers or us. In that case, you will be responsible for reimbursing us/them accordingly.

13. Conduct during the Programmes/Tour

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 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 property damage, 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 the 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 before 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.

14. 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.

15. 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 the 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.

16. 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.

17. 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.

18. Feedback, Problems and Complaints Procedure

Your feedback is essential 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.

Suppose any complaint or problem is not resolved to your satisfaction by the trip guide, local agent or supplier. In that case, 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 that we cannot amicably resolve; you may use the AITO independent resolution scheme as an alternative to bringing a claim in the courts. 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.

19. 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/>

20. Covid-19 Policy

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

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 a risk, serious accidents sometimes can and do happen. This must be understood and accepted by volunteers/guests and their families.

While there are undoubted risks in travelling and living abroad, it is important to recognise that simple and sensible behaviours can generally minimise these. 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 understood 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 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.

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.