

## Themba Travel Ltd Terms & Conditions

We are Themba Travel Limited, a Tour Operator registered in England and Wales under company number 12320228, with its registered office at 35 Durrington Road, Bournemouth, BH7 6PX. Themba Travel Ltd is a member of the Travel Trust Association (TTA). These are the terms on which we will arrange the tour booking (the 'Arrangements'). Please read them carefully as they set out our respective rights and obligations. References to "you" and "your" in these terms mean persons on the booking (including anyone added or substituted at a later date). "We", "Us" and "the company" mean Themba Travel Limited.

Because you can book different travel arrangements with us, we use different terms to describe them. If you have 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, which include 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 form the basis of your agreement with Themba Travel Ltd. They apply only to the arrangements you book with us in the UK and which we agree to make, provide or perform as part of our agreement with you. These arrangements may include accommodation, food, voluntary work, training, community activities or other non-touristic services.

Where the combination of services you book constitutes a "package" under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), your rights under the PTRs will apply. Where the services booked do not constitute a package, you will not benefit from package rights, and our obligations are accordingly more limited. We will advise you if the services you have booked amount to a package.

"Providers" means charities, suppliers, organisations or individuals working with Themba Travel Ltd who coordinate day-to-day activities during your Programme or Tour.

### 2. Your contract

A binding contract between you and Themba Travel Ltd will come into existence as soon as we issue your booking confirmation invoice. By making your first payment to Themba Travel Ltd, you confirm that you have read and agree to be bound by these Conditions.

English law and the jurisdiction clauses remain unchanged.

### 3. Confirmation and payment to Themba Travel Ltd

3.1 Once you have been accepted by Themba Travel Ltd, to book your place, you must pay a deposit of at least 25% (twenty-five per cent) of the total tour price per person. No reservation is secure without a deposit.

3.2 Payments should be made in accordance with the payment schedule applicable to the specific tour. All prices are quoted net of any financial transaction charges. Bank charges are the sole responsibility of the traveller. In all instances, payment should be made in the currency specified on the invoice.

3.3 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 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 notice any incorrect details. We regret that we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it. 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 payment dates for your tour, per our financial Policy.

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

3.4 However, there are a few destinations or trip components that require payment at least 90 days before departure, as specified in your booking confirmation/invoice and quotation.

3.5 Please note that if we do not receive all payments due (including any applicable surcharge) in full and on time, we will contact you to confirm whether you wish to cancel your booking. You must pay the cancellation charges shown in clause 6.

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

3.7 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 pay the requested sum within a stipulated period, 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.

3.8 Where your booking constitutes a package under the Package Travel and Linked Travel Arrangements Regulations 2018, you may transfer it to another person who meets all the conditions applicable to the tour. You must notify us in writing no less than **30 days before departure**, or within any longer period required by the relevant supplier(s). We will advise you if a longer notice period applies at the time you request the transfer.

3.9 We will charge a reasonable administration fee for processing the transfer, together with any additional costs, fees or charges imposed by our suppliers. You will be informed of these costs before the transfer is completed.

- 3.10 Where your booking constitutes a package under the Package Travel and Linked Travel Arrangements Regulations 2018, you may transfer it to another person who meets all the conditions applicable to the tour. You must notify us in writing no less than 30 days before departure, or within any longer period required by the relevant supplier(s). We will advise you if a longer notice period applies at the time you request the transfer. We will charge a reasonable administration fee for processing the transfer, together with any additional costs, fees or charges imposed by our suppliers. You will be informed of these costs before the transfer is completed.
- 3.11 Where your booking does not constitute a package under the Regulations, any right to transfer will depend on the terms and conditions of the relevant supplier(s). Some suppliers do not permit transfers or may require significantly longer notice periods. We will advise you of any such restrictions when you enquire about a transfer. If the supplier's terms prohibit the transfer of your booking, we will not be able to process it.

#### 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, such as cancellation charges 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

6.1 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 upon receipt by email at our offices. As we incur costs when we confirm your arrangements, the following cancellation charges will be payable.

*Cancellation Notification date (number of days before departure date)*  
*Cancellation Fee*

<b>Cancellation notice</b> (number of days before start date within which we receive notice of cancellation)	<b>Cancellation charge</b> per person per tour/project (Percentage of total cost of holiday/tour)
More than 60 days before departure	25% (twenty-five per cent)
31-60 days	50% (fifty per cent)
15-30 days	75% (seventy-five per cent)
Within 4 weeks of departure	100% (No Refund)

6.2 The cancellation charges shown above are inclusive of all irrecoverable supplier costs and represent a genuine estimate of the losses we will incur if you cancel. No additional unspecified supplier fees will be charged. We may retain reasonable administration fees where applicable, provided these are disclosed to you at the time of cancellation.

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

6.3.1 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 for 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.

6.3.2 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.

6.3.3 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.

6.3.4 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 includes, at a minimum, medical treatment, emergency assistance, and repatriation coverage. It should also cover you for all activities included in the Programme, as well as any 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 be needed for reasons including: 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 to recognise that you may need to be flexible regarding 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 reserve the right to make them.

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 reschedule 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, given the information you provide at the time of booking and which we can reasonably be expected to know as a travel organiser, we expect it 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 need to make a significant change or cancellation, we will let you know 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 that the supplier of the service(s) in question could not foresee or avoid, even with all due care. Such events may include war, the threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, and 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, 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 our 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 three times the price paid to us by or on behalf of the person(s) affected in total.

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 the 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 us and our insurers with all assistance we may reasonably require.
6. Please note, we cannot accept any liability for any damage, loss, 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 (s) 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 you have all necessary vaccinations and medications. You should do this well in advance of 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 that 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 your failure to arrange or carry the correct documentation, or for 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 that 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 others' enjoyment. 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 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 provided during your trip, including your full name and 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 that do not involve death, personal injury or illness, we regret that we cannot accept liability if you fail to notify us of the complaint or claim in full accordance with this clause. In the unlikely event that you have a complaint we cannot resolve amicably, 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 based 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 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 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 ensure 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.

## 21. Financial Protection

Where your booking constitutes a package under the Package Travel and Linked Travel Arrangements Regulations 2018, we provide full financial protection in the event of our insolvency through the Travel Trust Association (TTA). If we become insolvent, you may contact the TTA to obtain a refund or, if you have already started travel, to arrange repatriation. Details of the protection scheme and information on how to claim will be provided in your booking confirmation.

## 22. Minimum Group Size

Some of our tours require a minimum number of participants to operate. If the minimum number of participants is not met, we may cancel the tour. We will notify you at least 60 days before departure. You will then be offered the options provided under clause 8 (significant changes and cancellations). No compensation is payable where cancellation results from failure to reach minimum numbers.

## 23. Prompt Assistance During Tour

Some of our tours require a minimum number of participants to operate. If the minimum number of participants is not met, we may cancel the tour. We will notify you at least 60 days before departure. You will then be offered the options provided under clause 8 (significant changes and cancellations). No compensation is payable where cancellation results from failure to reach minimum numbers.

If you experience difficulty during your Programme/Tour, and your booking constitutes a package, we will provide you with appropriate assistance without undue delay. This may include:

- information on health services, local authorities and consular assistance
- help with long-distance communications
- assistance in finding alternative arrangements

We may charge a reasonable fee if the difficulty is caused intentionally by you or through your negligence.

## 24. Liability for Separate Excursions

Any excursions, activities or other services that you choose to book independently, and which do not form part of your Themba Travel package, are not part of your contract with us. We are not responsible for such services, nor for any acts or omissions of the suppliers providing them, even where local staff assist in arranging them.

## 25. Key Rights Under the Package Travel and Linked Travel Arrangements Regulations 2018

Your key rights under the PTRs are:

- You will receive all essential information about the package before booking.
- There is always at least one organiser responsible for the proper performance of the package.
- You have an emergency contact point.
- You may transfer the package to another person on reasonable notice.
- The price of the package may only be increased in limited circumstances and must be reduced where supplier costs fall.
- If significant changes are made, you may accept, cancel for a refund, or take an alternative trip.
- If we become insolvent, you will be refunded or repatriated where necessary.

## 26. SPECIAL NOTE

Whilst we do all we can to minimise the risks 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 undeniable risks in travelling and living abroad, it is important to recognise that simple, sensible behaviours can generally minimise them. The majority of people living, working and travelling in the countries where Themba Travel Ltd operates 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 the documentation from Themba Travel Ltd that was supplied to me and have 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 the countries where Themba Travel Ltd operates presents many 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.