

# **WORLDWIDE VETS LTD**

## **Booking Conditions**

### Your Contract

Your Contract with Worldwide Vet LTD (hereon referred to as the 'Company') is entered in to by you, the attendee (hereon in referred to as the 'client'). If under 18 years of age, 'Client' refers to both yourself, the traveller, and your legal guardian, regardless of their participation in the Project.

The term 'Project' will be utilised to describe any volunteer or eco-tourism experience, holiday, travel, trips, experiences or excursions sold by the Company.

On receipt of your non-refundable deposit, subject to availability and at our discretion, Worldwide Vets will reserve your place on your Project. Deposit amount is:

- GBP 1000 for Safari Vet Internship and African Vet Conservation Projects
- GBP 250 for all other Projects

Clients making a non-refundable deposit will be deemed to have read and accepted the Booking Conditions set out below. THEREFORE, PLEASE READ THEM CAREFULLY. A booking is accepted and becomes legally binding the Client pays a deposit or full project fee to the Companies bank account. It is at this point that a contract between the Company and you (the 'Client') comes into existence. The Contract is between the Company and the Client, being all persons named on the booking form travelling or intending to travel or participate in a Project with the Company.

The Client accepts the Company's booking conditions when booking any Project provided by the Company. The person making the booking, referred to as the lead passenger, which incorporates these conditions warrants that he/she has full authority to do so on behalf of all persons named in the booking, and confirms that all such persons are fully aware of and accept these conditions. However, for the avoidance of doubt, the lead passenger confirms his or her responsibility for all payment due in respect of all persons within the Party. No agent or employee of the Company other than a director has the authority to vary or omit any of these conditions or promise any discount or refund.

### Payment for your Project

The deposit made to secure a Project is non-refundable. The balance of all monies due, including any surcharges applicable at that time, must be paid to the Company or their agent not later than 90 days before departure. The Company will not accept any monies sent by post. The Company reserves the right to pass on any charges relating to returned cheques and credit card charge backs. Payment can be made by bank transfer to the account highlighted on the customer invoice document.

In an effort to retain environmental responsibility and reduce the impact the Company has on the environment, documents relating to the purchase of a Project will be sent by email to the Client. In the case of non-payment of the balance by the due date, the Company will treat the booking as cancelled by the Client and reserves the right to withhold the non refundable deposit and make the Project space available to another Customer. Monies paid to an agent acting on behalf of the Company, for Projects operated by the Company, are held by the agent on behalf of the Company.

### Changes by the client

Any changes to the original Project booking, for example, passenger names or travel dates, must be confirmed in writing by the person signing the booking form and must be accompanied by an administration fee of GBP 25 per booking in addition to any further costs that the Company may incur. Whilst every reasonable effort will be made to accommodate changes and additional requests, their availability cannot be guaranteed.

Should changes be required on a Project booked at a sale or promotional price after the sale has ended, 100% cancellation fees apply. The client may choose to re-book at the standard price available at the time. If booking a Project at a sale or promotional price full payment must be made at the time of booking, bookings are non-transferrable and non-refundable

#### Substitution of Client

If any number of the Party is prevented from travelling it may be possible to transfer the booking to another suitable person provided that written notice is given at least 60 days prior to departure. A "suitable person" is one who has completed the booking form, presented travel insurance and obtained approval to travel from the Company. An administration fee of GBP 25 will be charged plus any additional costs that are imposed on the Company.

#### Cancellation by the Client

The Client may cancel the booking at any time provided that the cancellation is communicated to the Company in writing.

Cancellation of the Project will not result in a return of the non-refundable deposit. Any remaining fee that has been paid will be returned based on the time still to lapse before the planned project start date.

A) 90 + days until your start date: the non-refundable deposit stays with your project and everything else you have paid will be refunded to you (minus bank transfer fees).

B) 30 to 90 days until your start date: the non-refundable deposit stays with your project, 50% of any other fee paid is refunded to you (minus bank transfer fees).

C) 14 to 30 days until your start date: the non-refundable deposit stays with your project, 25% of any other fee paid is refunded to you (minus bank transfer fees).

D) Within 14 days of your start date: there is no refund available if you choose to cancel your project.

With all these options in place, you can commit to your dream destination with confidence, knowing nothing will stand between you and your trip.

#### Alterations due to Covid-19

If a Client has booked a trip with us and paid for the trip (deposit or in full) and the following complications arise:

1. Your home country cancels flights to the project location, or your government advises against "all but essential travel" to the destination due to Covid-19
2. Destination country cancels flights or closes borders to your home country due to Covid-19

Our FLEXIBOOKING system allows free and unlimited date changes for 18 months after the planned start date of your Project. If the project price rises between the original booking date and the newly planned start date (e.g. from inflation or price rise between calendar years), we will ask you to make up the difference before travel, the payment being due 3 months before your new Project start date.

If the Client contracts Covid (diagnosed by PCR) before travel and this hinders travel to the Project, or have a positive PCR test before your flight to your project, wherever possible we aim to reschedule your project free of charge. In a few instances, due to the proximity to the start date, your deposit may have to be retained by Worldwide Vets and re-paid by the Client in order to make this viable. For example, our Safari Vet Internship, where there are a set number of deposits are needed to run the course.

## Changes by the Company

The Company's aim is to operate all projects as advertised but by entering into the Contract the Client accepts that it may prove necessary or advisable to vary or modify Project itinerary or its contents due to prevailing local conditions or any other reason. The Company reserves the right at any time to cancel or change any of the facilities, services, or prices and to substitute alternative arrangements of comparable monetary value or charge a supplement locally if alternative arrangements cannot be made, without compensation to the Client and accepts no liability to the Client whatsoever for costs or loss of enjoyment as a result of these changes. Where a major change is made prior to departure the Client will have the choice of either: (i) accepting another project of equivalent or superior standard; or (ii) a choice of specified travel arrangements of a lower standard to those previously booked together with a refund of the difference in price; or (iii) cancelling the project and obtaining a full refund (including the non-refundable deposit).

Examples of minor changes include alteration to the accommodation and alteration of vehicles used for transfers (to an alternative of similar value and standards).

Provided that the major change, prior to departure is because of "Force Majeure" or "Low Bookings" (see below) compensation will be limited to 50% of the fee that has been paid non including the non-refundable deposit. "Force Majeure" includes war, threat of war, riot, civil strife, terrorist activity, natural or nuclear disaster, epidemic and endemic disease outbreak, fire or adverse weather conditions, technical or maintenance problems with transport, closures or congestion at airports or ports, or other similar events beyond the control of the Company. "Low Bookings" is where the minimum number of passengers to run a Project and make it viable, as set out in the Company's documentation, is not achieved.

## Cancellation by the Company

The Company reserves the right to cancel a project in any circumstances but will not cancel a Project less than 30 days before departure, except for Force Majeure or Low Bookings. In which case the Company will, upon cancellation, return all monies paid including the non-refundable deposit. An exception to this is the Client's failure to pay the final balance (90 days before project start date). When the final balance is not paid in time, the Company will retain the non-refundable deposit and return the remaining moneys paid.

## Surcharges

The Company reserves the right to increase the Project cost to take account of the following: government action, currency exchange rates, transportation costs (including the cost of fuel). If the surcharge results in a cost rise for the Client, the Company must notify the Client as quickly as possible in order to enable them to take appropriate decisions, and the Client may then cancel the booking within 7 days of being notified of the surcharge and obtain a full refund, including the non-refundable deposit. No surcharge will be imposed within 14 days of departure.

## Travel Insurance

The Client **MUST** take out suitable travel insurance in order to take part in a Project organised by the Company. If the Client fails to have fully comprehensive travel insurance their contract with Company becomes null and void and the Company will no longer be able to provide any service to the client, including arranging or assisting with medical care.

Clients are wholly responsible for arranging their own insurance. A suitable insurance policy should provide adequate cover in the event of death, repatriation and medical expenses arising through illness or accident prior to or during the Project and loss of holiday monies through cancellation and curtailment of the Project for insurable reasons. Clients should ensure that there are no exclusion clauses limiting protection for the type of activities in their Project. Clients should satisfy themselves that any travel insurance arranged through the Company is what they require and should arrange supplementary insurance if need be.

## Visas & Vaccinations

Clients must ensure that they are aware of all relevant passport and visa requirements and that they allow adequate time to obtain them. Please note that many countries require that passports are valid for six months beyond the period of the Client's stay. Requirements can change and it is the Clients' responsibility to ensure that they comply with current passport, visa and health requirements and take all necessary documents with them to gain access to any country or region which forms part of the Project. The Client will be solely responsible for any cost, loss or damage which he or the Company incurs as a result of a failure to obtain all necessary passports, visas and/or vaccinations.

## Behaviour

It is the Clients' responsibility to ensure that he and the members of his Party do not behave in a way which causes offence or danger to others or which risks damage to property belonging to others. In such circumstances all suppliers (e.g. hotel managers, project representatives), Project providers and the Company have the right to terminate arrangements made on the Clients' behalf, in which case the Company's responsibility to the Client ceases immediately. The Company will not be liable for any refunds, payment of compensation or reimbursement of any cost or expenses incurred as a result. Further, the Client will be liable to reimburse the Company for any expenses whatsoever that it incurs as a result of such behaviour. The Company code of conduct is outlined below and in agreeing to this contract the Client agrees to abide by these rules and consequences.

Minor offences	1st offence	2nd offence	3rd offence
General bad conduct	Verbal warning	Written warning	TERMINATION
Poor punctuality	Verbal warning	Written warning	TERMINATION
Laziness	Verbal warning	Written warning	TERMINATION
Failure to attend an activity, without just cause	Verbal warning	Written warning	TERMINATION
Minor breach of safety rules	Verbal warning	Written warning	TERMINATION
Being rude, unfriendly or disrespecting local customs	Verbal warning	Written warning	TERMINATION
Minor breach of child protection policy	Verbal warning	TERMINATION	TERMINATION
Discrimination in any form	Verbal warning	TERMINATION	TERMINATION
Major offences	1st offence	2nd offence	3rd offence
Theft	TERMINATION		
Drinking alcohol on duty or between activities	TERMINATION		
Drinking under the age of 18	TERMINATION		
Physical relationship with staff or community partners	TERMINATION		
Malicious damage to property	TERMINATION		
Assault	TERMINATION		
Negligent performance of duties with serious consequence to property or life	TERMINATION		
Serious breach of safety rules	TERMINATION		
Under the influence of drugs	TERMINATION		
Major breach of child safety protection policy	TERMINATION		

## Age & Fitness

All Clients must satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen Project as described by the Company. Whilst the Company holds on legal age limit, it is the Clients responsibility to ensure they are fit and healthy enough to join the Project. If the Client is not fit or able enough to start or complete the project, all monies paid will be forfeited and the Company will not be liable to pay any compensation whatsoever to such Client.

No unaccompanied minors (i.e. those under 18 years of age) can be accepted on Project operated by the Company unless they are 16-18 years of age and have parental consent or are accompanied by a parent or a guardian. In both cases the parent or guardian agrees to accept full responsibility for the minor and agrees to the terms and conditions of this document.

Clients agree to accept the authority and decisions of the Company's employees, Project leaders, and agents whilst on Project with the Company. If in the opinion of such person, the health or conduct of a Client before or after the departure appears likely to endanger the safe, comfortable or happy progress of the Project, the Client may be excluded from all or part of the Project, in which case all monies paid will be forfeited and the Company will not be liable to pay any compensation whatsoever to such Client.

## Local Laws

All participants in Project operated by the Company are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve the Company of all obligations that it may otherwise have under the Contract.

## Seatbelts

Laws relating to the wearing of seatbelt may be non-existent or not enforced in some countries and therefore local people largely choose not to wear them. For this reason local service providers may or may not have seatbelts in vehicles or they may be hidden between seats or underneath protective seat covers. It is expected that where seatbelts are available customers must use them and remain seated at all times while the vehicle is moving. As such, customers acknowledge that seatbelts may not be available and therefore travel at their own risk.

## Illness or Disability

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment required during the Project. Failure to make such disclosure will constitute a breach of these Booking Conditions and may result in such persons being excluded from the Project in which case all monies paid will be forfeited and the Company will not be liable to pay any compensation whatsoever.

For persons with pre-existing conditions including but not limited to: illness, diabetes, pregnancy, asthma, gastric reflux, cancer, heart problems, epilepsy, respiratory or mobility problems you should visit a doctor for a personal medical examination obtaining a medical clearance that certifies you as fully able to participate in the Project as described within the company literature specific to your Project or tailored arrangements prior to booking. You are responsible for assessing whether a Project is suitable for you. The Company does not provide medical, vaccination or prophylactic healthcare advice. It is your responsibility to assess the risks and requirements of each aspect of the Project based on your own unique circumstances, limitations, fitness level and medical requirements.

Where a clearance is not obtained and either are not allowed to commence the Project locally, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements.

## Complaints

If the Client has a complaint about any of the Project arrangements, the Client must bring it to the attention of the Project leader or other representative of the Company at the time so that they may use their reasonable endeavours to rectify the situation. Failure to complain at the time will affect the Client's ability to claim compensation from the Company. Should the problem remain unsolved, a complaint must be made in writing within one month of the completion of the Project. Should the parties fail to resolve the matter, either party may refer it to arbitration scheme of the Chartered Institute of Arbitrators recommended by ABTA (the Association of British Travel Agents) at 68 – 71 Newman Street, London W1P 4AH, Tel + 44 20 7637 2444 (UK).'

## Responsibility of the Company

The Projects operated or supplied by the Company have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of potential risk and exposure to potential hazards over and above those associated with normal 'package' holidays. All bookings are accepted on the understanding that the Client appreciates such risks and hazards and that they undertake all Project at their own volition. For group tours, the specific itinerary, inclusions and additional information related to a Project is detailed in the Project specific trip notes. The trip notes are the singular document that accounts for what will be provided on the Project.

For tailored arrangements, the specific itinerary, inclusions and additional information related to a Project are detailed in the pre-departure PDF. If a Client participates in an activity not specifically detailed as included or where the Client signs a waiver to negate an inclusion in the Project operated by the Company, the Client (i) accepts all responsibility for taking part in such an activity, (ii) accepts that no further services will be provided by the Company, with the exception of inclusion waiver activities and (iii) indemnifies the Company against any and all claims related to such an activity. Where the Client suffers death, personal injury, or any other loss whatsoever as a result of an activity forming part of the Project booked with the Company, the Company shall not be liable for such death, personal injury or any other loss suffered whatsoever caused by the fault of its employees, agents, suppliers, sub-contractors or other, or the fault of the client.

Some Projects are adventurous by nature and the client accepts that the Project may include travel to remote areas, within developing countries, where events are less predictable than is usually the case in, for example, Southern Africa. Many of the places visited do not have the same quality of emergency health and safety services that we are used to in the developed world. Internal flights can be cancelled, road transport can be uncomfortable and unreliable, and hotels often do not approach the standards of the West. If you are not prepared for this, you should not travel on these Projects.

This unpredictability means that the itineraries should be seen as statements of intent, rather than as contractual obligations. A variety of factors, including weather, transport difficulties and political instability, might require changes in any itinerary. The Projects coordinator will make any changes that are necessary. Only rarely will such changes be significant, and every reasonable effort will be made to minimise the effects of the enforced changes. No liability can be accepted for the results of changes or delays, irrespective of how they are caused. Travel insurers may not cover specific activities on their standard insurance policies and the client accepts responsibility for obtaining full comprehensive travel insurance for all activities as outlined in the trip notes of the Project.

## Your travel agent

Any external agent through whom you make a booking will relay information from you to us and vice versa. The Company is neither responsible for any failure by your agent to do this properly or in good time, nor for any advice given to you by your agent that did not originate from the Company.

## Special Requests

If the Client has any special requests, he should inform the Company at the time of booking. The Company and its suppliers will try to meet such requests but, as these do not form part of the

Contract, the Company does not guarantee to do so. If the Company confirms that a special request has been noted or passed to the supplier or refers to it on the confirmation invoice or elsewhere, this is not a guarantee to meet it. The Client will not be specifically notified if a special request cannot be met. The Company does not accept bookings which are conditional on the fulfilment of any special request.

## Flights

The client is required to book and manage their own flights to the project arrival airport as detailed in the pre-departure documents. The checking of flight times, alterations and cancellations are the responsibility of the Client and the Company accepts no responsibility for errors made by the Client. The Company accepts no responsibility for any actions or events of the airline through which you book, including changes to a departure/arrival time previously given by the airline.

The Company is not responsible for any losses suffered if the Client is delayed and misses any flights - these matters are in the sole discretion of the airline concerned. If the specified arrival transfer time (outlined in the pre-departure document) is missed, the Client is liable for extra costs that will be paid in local currency to the co-ordinators on the ground, in order to arrange you a 'private transfer' to the project location.

Every effort will be made to return you to the airport for returning flights with 2 hours to go before departure. The Company is not responsible for any costs incurred or any losses suffered should the Client miss an onward flight due to the actions of the Company or the co-ordinators on the ground.

## Departure Taxes

In some countries departure taxes for flights, visas and other must be paid locally and these are payable to the Government of the country departed. The Company does not offer a refund for these taxes.

## Products sold in Country

Some products/services detailed on our website, for example additional accommodation and bolt ons, can be purchased locally, subject to availability. The cost of products/ services paid locally may differ from those paid prior to travel. Prevailing and fluctuating exchange rates combined with a merchant fee (if paying via credit card) may contribute towards an increase or decrease in the amount paid. No refund of the difference will be offered by the Company.

## Privacy Policy

In order to process your booking, the Company needs to collect certain personal details from you. These details will usually include the names and addresses of party members, credit/debit or other payment details and special requirements such as those relating to any disability or medical condition that may affect the Project arrangements. We take full responsibility for ensuring that proper security measures are in place to protect your information.

We must pass some information on to the relevant suppliers of your travel arrangements (airlines, hotels, transport companies etc.). Such suppliers may be outside continental Europe if your Project is to take place or involve suppliers outside these countries. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Except where expressly permitted by the Data Protection Act 1998, the Company will only deal with the personal details you give to the Company as set out above unless you agree otherwise. We may make contact with you or members of your Project party by post, e-mail, or telephone for the purposes set out. We will also use your information to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future then please let us know as soon as possible by telephone, letter or e-mail. If we do contact you by e-mail about our new brochures or special offers, you will also be able to unsubscribe yourself from our database at this time.

#### Entire Agreement

The Contract constituted by the Company's acceptance of the Client's booking subject to these Booking Conditions shall constitute the entire agreement between the Client and the Company in relation to the relevant booking, and shall exclude all other terms and conditions (except for the relevant suppliers' conditions and any applicable international conventions) and shall supersede all prior or contemporaneous communication or information provided.

#### Governing Law

The Contract (incorporating these Booking Conditions) and all matters arising from it, is subject to English Law and the exclusive jurisdiction of the English Courts.

#### Agreement to this contract

By sending your non-refundable deposit to the Company, you are agreeing to the above terms and conditions. No signature or witness is required to enter this contract as the deed of sending the funds constitutes your agreement to all terms and conditions in this document.