

## Cancellation Policy

This policy applies to all journeys booked with English Safari CC, trading as Where It All Began, a company registered in the Republic of South Africa.

### *Why do you have a cancellation policy?*

We fully appreciate that any journey to Southern Africa is a big undertaking in many senses: it takes a great deal of personal commitment, a great deal of time and also substantial financial commitment from you, the traveller. It also requires a great deal of commitment from all the businesses and services you will make use of on your journey. In order to ensure that we meet your expectations, we and our suppliers will always require financial commitment before your journey starts, so that they can offer you the best possible experience. If for whatever reason you have to cancel your trip, because costs have already been incurred to be ready for your visit, some or all of what you have already paid may not be refundable.

### *How does your cancellation policy work?*

Once a reservation has been made for you (either in a hotel, in a plane, on a tour, with a car hire company, at a restaurant), it is very hard for the organisation concerned to resell that place at short notice to another traveller. As such, if you cancel, the organisation stands to lose out. As such, they protect themselves from cancellation by requiring prepayment and not offering refunds for late cancellations.

Our cancellation policy is ultimately determined by our suppliers – if they can resell any booking we have made with them, they are normally able to offer us a refund, which we will pass directly on to you less a small handling fee. However, once a supplier has been paid, it is up to the supplier whether they choose to refund or not. As such, the only way to be sure that you can reclaim what you've paid, if you need to cancel, is by purchasing a travel insurance policy (see *How can I be sure that I will get a refund if I need to cancel my trip?*).

### *When do I have to pay for my journey?*

Your invoice with us sets out the exact costs of your journey with us: anything not specifically mentioned on that invoice is excluded. We normally ask for a deposit, typically 20% of the overall cost of the journey, with the balance payable in full or in instalments at least 60 days prior to departure. Sometimes we'll need to ask you for full payment further in advance, such as for major sporting events or over Christmas or Easter. If you're booking your trip within 60 days of departure, we'll need to ask you for the full balance at the time you book.

Once you've booked a journey with us, you can of course at any time add additional services to it: we'd be very happy to assist you. These additional services will need to be paid for at the time that they are booked and as they are booked shortly before you travel or whilst you're travelling normally won't be refundable at all.

### *How can I be sure that I will get a refund if I need to cancel my trip?*

The best way is to make sure you've purchased **adequate** travel insurance. 'Adequate' means you need to consider both yourself and your party as the travellers, and also the journey you are undertaking. So for example, if you're fit, healthy and completely mobile with no underlying health conditions and you intend to only spend time lounging by the pool during your journey, that would be one type of travel insurance policy. However, if you're fit, healthy, mobile with no underlying health conditions but you intend to go bungee jumping, shark cage diving and off-roading, that would be another type of travel insurance policy. Likewise, if you've underlying health conditions, the policy you need to buy needs to take account of that.

Most credit card companies include a basic level of travel insurance if you purchase your journey through us using the card. We would strongly advise though that you check what is and what isn't covered on these basic policies – they may not apply to you, as the traveller, or your journey type.

It is a condition of travelling with us that you must be fully insured for your journey. It is also **your** responsibility to ensure that all of the activities which you will be carrying out are covered by such insurance, even if we book the activities for you and even if you purchase your travel insurance through us. This insurance must include

adequate cancellation insurance to the value of your holiday, emergency evacuation and repatriation costs in respect of all of your activities. Please note that the travel insurance provided by some credit card providers often only offers the minimum coverage and, whoever your insurer, you should always check for any exclusion of activities that you might be undertaking.

*Why do you require proof of travel insurance?*

It is a condition of booking with us that you purchase at the very least a basic travel insurance policy for your journey which covers cancellation and emergency repatriation. Before you depart on your journey, we'll ask you to send us a copy of your policy. We include a very basic level of cover in our journeys – the premium is an optional payment that is added to your invoice. Whilst we purchase the policy for you, it is in your name and you're the insured party.

It is our considered advice, though, that you rather work through an insurance company you already deal with at home and that you purchase a comprehensive policy suited to you and your party, as the travellers: our policy and most credit card companies offer a basic 'one size fits all' policy and as such, it may not suit you as the traveller or your journey type. If you contact your own insurer, you're a known risk to them and as such you're likely to get better advice, a better policy, and a better price.

*What's not included on my invoice?*

Your journey price does not normally include:

- Visa fees, overseas airport departure charges payable locally, hotel portorage, expenditure of a personal expenditure, hotel extras, fuel and extras for car hire.
- Taxes or compulsory charges introduced by governments, regulatory bodies or airlines after you have booked.
- Security charges introduced or increased after you have booked relating to transportation costs.
- Travel insurance

*I can't travel on my journey: can I transfer my journey to someone else?*

Normally, yes, but you may incur fees for transferring the journey, over and above the original invoiced cost of the journey. You can ask us to transfer your booking to any other person you'd like us to. You'd need to give us notice **in writing** at least seven days prior to your due date of departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. We will charge a flat rate administration fee ZAR2 500 in order to change the name on the journey to a new traveller, **per traveller**. Note that other costs or additional fees may also arise, which you will have to agree to pay before the transfer can be made. Most of our suppliers do not charge fees for name changes but some do. We will produce a full quotation for you of the costs of transferring the journey, including our fee for doing so, before we actually transfer the journey to a new name. When you accept the quotation for the transfer, you'll need to pay all the transfer costs in full before we can make the transfer. Please note that transfer costs, including our fee, are not refundable.

*I need to make some changes to my booking before I set off on my journey.*

If you wish to make any other change to your booking at any time after our booking confirmation has been issued, we will try but cannot promise to meet your request. Note that for late changes (i.e. within 10 days of departure or during the journey), a change may require a full cancellation with no refund and then a full payment for new booking. As with transferring a journey to a new name, we'll require your authority in writing before we can make any change: we will produce a full quotation for you showing the cost of the change. We do not normally charge a fee for once-off events like changing a day tour, a restaurant booking, or a room in a hotel but we may charge a fee for larger events like changing the route of a multi-day tour, altering your travel class in a train or plane or moving a booked event like a conference, celebration or similar. You'll need to pay the full cost of the change in full before we can make the change and change fees are not refundable.

*I want to make some change to my booking when I am already on my journey.*

You may decide whilst on your journey that you'd like to include another activity, tour or excursion during your journey which wasn't booked before you departed. Even if we advise you on reputable suppliers or assist you with making the booking, for any activity, tour or excursion that you book **after** you have departed, your contract will be with the operator of the activity, excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

*How do I cancel my entire journey?*

If you wish or need to cancel your booking in whole or in part, we will require your authority in writing. A cancellation includes:

- Any member of a travelling party not travelling on the entire journey
- Any member of a travelling party curtailing their journey by a day or more (e.g. returning home early, joining later)
- Any change to a journey which involves removing a booked and invoiced component and not replacing it with another component

Our cancellation charges will apply (see the table 'cancellation charges' at paragraph 8.3 below). These are calculated with reference to the date on which we receive your authority in writing. We will not refund to you any deposits, administration charges, insurance premiums or any other fees or charges made by us and paid by you relating to your holiday in the event of cancellation by you.

We incur costs from the time you make your booking and you agree that if you cancel your booking you will compensate us for our losses and expenses, as per the table below. Our cancellation charges increase the nearer the cancellation is made to your departure date as we may not be able to resell any of the bookings made on your journey (see

We strongly recommend that you take out insurance cover for cancellation adequate to cover the value of your holiday. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges (see *How can I be sure that I will get a refund if I need to cancel my trip?*)

*How are my cancellation charges calculated?*

We calculate the cost of cancelling your journey by working out the number of days between a) your due date of arrival in Southern Africa and b) when we receive your request in writing to cancel your journey. We work out the cancellation charge as a percentage of the total journey price, which you will find on your invoice from us by the word 'GRAND TOTAL'.

If you cancel 60 calendar days or more before your journey starts: 0% (full refund, except for flight bookings, which will be refunded pro rata)

If you cancel between 59 calendar days and 31 calendar days before your journey starts: 50%

If you cancel between 30 calendar days and 15 calendar days before your journey starts: 60%

If you cancel between 14 calendar days and 7 calendar days: 75%

6 days or less: 100%

*What happens if you have to cancel my booking?*

In exceptional circumstances (e.g. states of emergency, airline strikes, pandemic, war or any other circumstance beyond our control), we may need to cancel all or part of your booking. We will in all cases aim to cancel at least 8 weeks before your departure date, except for unavoidable and extraordinary circumstances, when we will cancel all or part of your booking the same day we are advised.

If we have to cancel your journey, we will aim to reschedule your trip to the earliest available date, keeping all bookings in place as per the original itinerary. If you're not able to reschedule at all within the next 12 months and depending on when and why we needed to cancel your journey, we **may** be able to offer a refund of some or all monies paid. If you have purchased travel insurance independently, we will assist you (at no additional cost) to claim from your travel insurer. If you have purchased travel insurance through us, we will make a claim for you against your trip.

*What happens if you have to change parts of my booking?*

Whilst we plan and reconfirm your journey with us on a daily basis as you travel, travel in Africa is often unpredictable: **you undertake, when booking a journey with us, to accept that this unpredictability is part and parcel of the journey.** Sometimes, due to factors beyond our control, we have to make changes to your journey and these may be without much notice. We will of course do our best to inform you of changes we have to make as soon as we know about them. We will not compensate you for changes which we consider insignificant, such as alteration of your outward/return flights by less than 10 hours, alteration to your internal flights by less than 5 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of dining venue, changes of carriers, hire vehicle or tour operator.

However, if a change is significant (e.g. more than 10 hours in change to your outward/return flights, more than 5 hours change to your internal flights, change of accommodation to a lower standard, a full cancellation of a tour, activity or meal, we will endeavour to compensate you as best as we are able with an alternative (which may or may not be of equivalent financial value). Note that we may not always be able to compensate you during your trip, only afterwards. If this happens, you have the following choices:

We will contact you, advising you of the necessary change and offer you a suitable alternative. You will have the choice of a) accepting the change or b) having a refund of all monies paid related to that change. If you don't respond timeously (i.e. within the time period we need to make the change), we reserve the right to make the change to what we consider the most suitable alternative, at no additional cost to you.

If you choose to accept a refund (option B):

- we will assist you with making a claim through either your own travel insurer (if you insured yourself privately) or through our travel insurer (if you bought your travel insurance from us) but if not possible/covered:
- we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

*What happens if I'm not happy with my journey?*

If you feel that you've not received what you paid for on your journey, it is your duty to inform us as soon as reasonably possible **in writing**. If any of the travel services included in your journey are not performed in accordance with the itinerary or invoice, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.

We will not be liable where any failure to perform or improper performance of the travel services is due to: (i) actions of or failure to act of you or another member of your party; or (ii) a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or (iii) unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of the total cost of your journey. Our liability will also be limited in accordance with and/or in an identical manner to:

a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and

b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having the benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from us by writing to either (UK, USA and Europe) Greenwood Guides Travel and Media Ltd, Millbrook Cottage, Berry Lane, Blewbury, OX11 9QJ, United Kingdom or (Africa, Middle East, Rest of the World) English Safari CC, Exceed House, Springfield Office Park, Bellville, Cape Town, Republic of South Africa.. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your journey.

If you have any special requirements (dietary or otherwise) you must inform us of these at the time of booking so that we can pass these onto our suppliers. We cannot guarantee that your requirements will be met, however, and we are not liable to you in the event that your wishes are not met.

Note that this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday, whether booked through us or not: it only applies to booking made before you start your journey.

*What are my responsibilities as the traveller?*

In any contract, there are rights and responsibilities on both sides. In the case of any journey you book or take with us, we, as your travel consultancy, have rights and responsibilities as set out in this document, as do you, as the traveller, which are set out in this clause.

(a) Whilst we will remind and advise you as best we can, it is your responsibility to ensure that you and everyone travelling with you have valid passports, appropriate visas and vaccinations for your journey. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Some countries (particularly in Southern Africa) require your passport to have two blank pages for a visa stamp. As a result, if you are travelling in more than one country that requires this you will need to have more blank pages - for example, if you visit South Africa and Namibia, both of which require two free pages, and re-enter South Africa to fly home, you would need six blank pages. If you have any doubts about the number of pages required, we advise erring on the side of caution, even if this means applying for a new passport.

(b) You are responsible for ensuring that any existing medical conditions or disabilities which may require assistance are declared to us before you book your holiday or, if newly diagnosed, before your due date of departure so that we can pass these details on to our suppliers in good time. We are not in any circumstances liable if any carrier refuses you or any member of your party as a passenger as a result of any medical condition or disability, no matter when you advise of this. Women 28 weeks or more into pregnancy at the time of return

travel must have a doctor's certificate confirming that they are fit to travel (note airlines normally require certification at 32 weeks). We are not liable for any costs, delays or illness resulting from your failure to meet any requirements.

(c) Visa and entry requirements change all the time, particularly regarding minors (children) accompanied or not: whilst we will endeavour to make you aware of these changes, we cannot always predict when changes will occur or be implemented. As such, we always advise when travelling with children that:

i) you bring with you the original, full and unabridged birth certificate of all children (those under 18) in your party

ii) if **either** of the parents listed on the birth certificate is **not** travelling with any of the children on the journey that you get a legally valid declaration that the parent listed but not travelling has authorised the child to travel with the other parent. We appreciate that this may not always be possible, in which case we recommend getting a legally valid declaration to state why it is not possible.

(d) you are responsible for your behaviour and that of your party, and this includes children. We and our suppliers reserve the right to refuse your booking or the right to board or the right to travel and to remove you and/or any member of your party from any transport, accommodation or any part of your journey if you or any member of your party is drunk or under the influence of drink or drugs to an extent that causes distress, annoyance or nuisance to any other guests or our suppliers; if you are or we or our suppliers reasonably believe that you are in unlawful possession of illegal drugs; or are behaving violently, disruptively, dangerously or irresponsibly or in any manner whatsoever which presents a risk to you or others or is causing a nuisance or annoyance to others or if you are knowingly breaking the laws of the country in which you are travelling, such as employing or allowing admission of sex workers to your accommodation.

(e) no refund will be given, or compensation paid, and no costs or expenses for which you become liable or which are incurred by you will be made by us or be recoverable by you from us should you fall foul of points a – d above. You may also become the subject of police inquiry or security measures or investigation and liable in the event that any offence is committed to criminal prosecution and penalties whether in the UK or in any other country having jurisdiction in respect of the alleged activity.

(f) you must fully cooperate with and follow any safety procedures and instructions given by any organisation which is running the activities which you do whilst on your journey. It is possible that such organisations will require you to sign a waiver form in respect of the activity being carried out, which you will need to sign and accept in order to be able to participate. We are not responsible for the cancellation of an activity due to your failure to sign the waiver form. Note that we are also not responsible if you engage in an activity on your journey, whether booked by us or not, that is not covered by your travel insurance, whether booked through us or not.

#### *How do I complain?*

If you have a problem during your journey, you must inform the relevant supplier whose service is involved (e.g. your hotelier) **and** our offices directly (on +27 72 136 9096 or +44 7853 212075), without undue delay, who will endeavour to put things right. If the problem cannot be resolved locally and you wish to complain, full details must be sent to us **in writing** to arrive within 28 days of your return giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint whilst on holiday, we will have been deprived of the opportunity to investigate and rectify it whilst you were on holiday and this may affect your rights under this booking.

Many of our journeys take place in destinations where local conditions vary enormously, and the people we deal with on the ground may be less time-conscious or meticulous in planning than ourselves, and while we will do our best to ensure that the holiday goes according to plan, we ask that those who travel with us do so with a spirit of adventure, in a positive frame of mind, and in good humour.

#### *What happens if I need help?*

If you're in difficulty whilst on your journey, we are always available to offer our advice and assistance as best we are able. This advice and assistance is available free of additional charge, at all times, 24 hours a day, whilst you travel by calling +27 72 136 9096 or +44 7853 212075. Our advice will be limited to our experience as experienced travellers and residents of the region you are travelling. Should we need to bring in additional professional advice (e.g. financial, legal, medical), we will estimate the costs of this advice before we seek it and advise you of the costs beforehand. You will remain liable for all professional advice costs.

*Do your terms and conditions change?*

Our Cancellation Policy and Booking Conditions are updated from time to time. The Cancellation Policy and Booking Conditions which will apply to your journey are those on our website at the time of booking. There may be additional terms & conditions which apply to our special offers, promotions and discounts from time to time. These will be notified to you at the time of booking should you inform us that you would like to take advantage of them. A copy of our latest Booking Conditions can be viewed on our website [www.wheretailbegan.co.za](http://www.wheretailbegan.co.za) where you can print off a copy for your records. By proceeding with any booking, you confirm you have read and agreed to our Booking Conditions.