

# TERMS AND CONDITIONS

## 1. How to book:

To secure a placement, complete and return the booking and biography forms, and accept the Conservation Academy's terms and conditions, for yourself and/or on behalf of your party, and pay a non-refundable deposit (booking fee) of 20% of the total course fee. Submitting a booking form indicates that you accept the terms and conditions attached to this form. Please post, fax or bring the signed booking form to the Conservation Academy.

The booking fee is due when the booking form is completed by the student or course leader. This form must be submitted at least one month prior to the starting date of the course. If this is not done, the Conservation Academy may treat the booking as having been cancelled by the agent, student, or course leader. Late applicants may, however, join a course if places are available.

## 2. Payment

The student or booking agent must make full payment to the Conservation Academy for the course one week prior to course commencement and, at the latest, by the day before the course begins. Please fax the deposit slip with your name and course you intend doing to the Conservation Academy, or send proof of payment via SMS message (+27 84 313-3817) or by e-mail (waynevos@telkomsa.net).

## 3. Cancellation by Client

Cancellation of a booking must be made, in writing, by the person who signed the booking form, and is not effective until the Conservation Academy receives such cancellation. If the cancellation is received 31 days or more prior to the departure date, the deposit (or the full fee, if already paid) will be refunded. Any cancellations less than 31 days before departure date will result in the student forfeiting the deposit/full fee. If the student fails to join the programme without explanation, or leaves prior to its completion, no fees shall be refunded.

## 4. Cancellation by the Company

The Conservation Academy reserves the right to cancel the programme in any circumstances. In instances where the Conservation Academy cannot provide the course booked, the Conservation Academy will refund the student all monies paid, which shall constitute the full extent of the Conservation Academy's liability to the student.

## 5. Alterations to a Course

Although every effort is made to adhere to the course programme, the Conservation Academy reserves the right to change it in the light of changing conditions or availability. When a major change becomes necessary, notification will be sent to the student's agent or the student's last known address as soon as the Conservation Academy becomes aware of the need to make a change. The Conservation Academy reserves the right to alter the course after the student's arrival if it is considered to be in the student's best interest. The Conservation Academy will not be held responsible for any compensation to the student if the Conservation Academy has to cancel or in any way change the course owing to *forces majeure* – namely war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, or other external circumstances beyond the control of the Conservation Academy.

## 6. Authority of Programme

The Conservation Academy shall not be held responsible for or liable to any student who commits an illegal or unlawful act in the country visited. The student may be excluded from the programme without any refund of the programme fee if the Conservation Academy considers the student unsuitable for a course. It may, in its sole discretion, cancel such a student's booking for further study at the Academy if that student causes inconvenience or annoyance to any other students.

## 7. Health

The student confirms he/she is medically fit, in good health, and is able to embark upon the course. Any student with pre-existing medical conditions or illnesses must declare the true nature of such conditions at the time of making the booking, and make arrangements for the provision of any drugs or other treatment that may be required during the course. Such students will be required to provide a medical statement from a medical practitioner to confirm that they are fit to travel. The Conservation Academy and its representatives will treat all information in the strictest confidence.

## 8. Baggage

All baggage and personal effects are at all times the student's own responsibility, and the Conservation Academy cannot accept liability for any loss or damage to baggage or personal effects.

## 9. Insurance

Travel and cancellation insurance is mandatory for all students. Before a student begins a course, he/she must arrange his or her own insurance with a reputable insurer, with protection for the full duration of the course, to cover injury, medical expenses, lost luggage, and the expenses associated with the cancellation or curtailment of the course. The Conservation Academy will not refund the client when the cause of illness, death or loss of body parts. Students must ensure that they are fully covered by travel and medical insurance.

**10. Liability**

Students' bookings are accepted on the understanding that they appreciate the possible risks inherent in studying at the Conservation Academy, and that they undertake the course at their own risk. While every precaution is taken to ensure the safety of students participating in the course, the Conservation Academy does not hold itself responsible for death, injury, or loss that might be sustained during the course. The student and his/her dependants, heirs, executors, administrators AR assigns, hereby indemnifies and holds blameless the Conservation Academy, its members, employees, representatives, organizers, helpers, and agents from any claims of whatever nature, and from any liability for delay, loss, damage, injury, illness or death, arising from any cause whatsoever, including events related to or occurring during the course.

**11. Information**

The company reserves the right to change its fees owing to unforeseen increases or exchange rate fluctuations. The Conservation Academy also reserves the right to change any of the programmes, facilities, or vehicles described in the brochure or web site, without becoming liable for compensation or refund.

**12. Jurisdiction and Law**

This Contract shall be interpreted under the laws of South Africa.

**13. Severability**

If any part, term, or provision of this contract is held to be illegal or unenforceable, it shall not affect the validity or enforceability of the remainder of the contract. Furthermore, if any covenants are held illegal or unforeseeable by virtue of their scale, extent, or duration, this contract shall remain valid and enforceable in such reduced scale, extent, or duration as any court may decide as being the maximum scale, extent, or duration permissible.

**14. Surcharge**

If the Conservation Academy accepts payment by credit card from a student, school, or booking agent, a 5% surcharge will be added to the course fee for which payment is being made.