



## TERMS AND CONDITIONS

These terms and conditions (the “Agreement”) set out the way in which you (the “Participant”) will use the Services (defined below) provided by GVI Bushwise Field Guides (Pty) Limited, registration number 2017/288518/07, with its registered office at Mahlahla Harmony Block, Gravelotte, 0895 (“Bushwise”) in relation to the relevant Course (also defined below). This Agreement is made between you and Bushwise on the date that you submit your application to Bushwise and shall become legally binding on the date you pay the booking deposit for the Course.

This document is important. We have attempted to state the terms of this Agreement in a clear and concise manner, but if there is anything you do not understand, you should seek independent legal advice.

### 1. INTERPRETATION

1.1. In this Agreement, the following words have the meanings indicated below, unless the context clearly indicates otherwise:

- (a) **“Bushwise Representatives”** - Bushwise employees, agents and contractors and **“Bushwise Representative”** shall mean any one of them, as the context may indicate;
- (b) **“ Courses”** - the field guides, and back-up trails guide courses offered by Bushwise, and **“Course”** shall mean any one of them as the context may indicate;
- (c) **“Disciplinary Code of Conduct”** - the Bushwise student disciplinary code of conduct, applicable from time to time;
- (d) **“EUR”** - Euro;
- (e) **“FGASA”** - Field Guides Association of Southern Africa;
- (f) **“GBP”** - British Pound;
- (g) **“Off Weeks”** - the scheduled breaks in the field guides Courses;
- (h) **“Placement”** - work placement or internship;
- (i) **“SASSETA”** - the Safety and Security Sector Education and Training Authority;
- (j) **“Services”** - the services, as set out in Section 2 below, to be provided by Bushwise to the Participant;
- (k) **“USD”** - United States Dollar; and
- (l) **“ZAR”** - South African Rand.

1.2. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

### 2. SERVICES

2.1. Bushwise shall provide the Services described below to the Participant, on the terms of this Agreement.

2.2. The Services shall consist of:

- (a) organizing a Course as agreed between Bushwise and the Participant in writing;
- (b) arranging full pre-departure briefings through a Bushwise representative, online at the Bushwise websites, or on the telephone; and providing Course information guides to the Participant;
- (c) arranging suitable accommodation and food for the duration of a Course, except for the Off Weeks. Bushwise will, in most cases, arrange for transfers to and from the airport within the host country. However, Bushwise does not guarantee that it will arrange such transfers, and the Participant may in some cases have to make his or her own airport transfer arrangements. Details of whether Bushwise will provide airport transfers are set out in the Course information pack;
- (d) arranging for Bushwise Representatives and/or partners to lead and manage Courses, where required;
- (e) procuring equipment, training and training materials relevant to a Courses, where applicable;
- (f) providing and maintaining a full international support structure and a 24-hour emergency phone line to the Participant; and
- (g) providing international travel assistance and advice, which may include sending the Participant's details to the Bushwise preferred flight provider, for a no obligation quote.

2.3. Bushwise reserves the right to refuse to offer the Service to anyone for any reason.

**3. PARTICIPANT OBLIGATIONS**

- 3.1. The Participant accepts that he or she will be subjected to various emotional, physical and physiological demands by participating in a Course. The Participant is aware and accepts that the standard of living in South Africa, including food, hygiene and accommodation, may be below the general standards of his or her own country.
- 3.2. The Participant is responsible for his or her own travel arrangements, expenses and insurance cover during the Course. The Participant shall, regardless of whether he or she is a South African citizen or not, obtain travel and medical insurance to protect against losses and damages that may arise from incidences including, but not limited to, cancellations in travel arrangements; damaged, delayed or lost baggage; non-refundable airfare; and emergency medical expenses. Such insurance cover must be in place for the duration of the Course. In the event that the Participant is unable to provide documentary evidence of valid insurance cover, Bushwise may, at its discretion, cancel the Participant's booking, without any refund.
- 3.3. The Participant must submit to Bushwise any required documents and information (including, but not limited to: flight arrival and departure details; insurance information; passport details; next of kin or emergency contact details; and completed medical forms), at least 12 weeks prior to the Course start date. If the Participant fails to provide the required documents and information, Bushwise may, in its sole discretion, cancel the Participant's booking, without any refund. Bushwise will provide a complete list of required documents and information at the time of booking.
- 3.4. In the event that Bushwise advances any monies to or on behalf of the Participant, the Participant shall reimburse such monies to Bushwise immediately upon the conclusion of the Course.
- 3.5. The Participant represents and warrants that all information and records provided to Bushwise relating to the Participant, the Participant's medical history, and the Participant's medical statement are accurate and truthful and provide Bushwise with a clear indication of the Participant's state of health.
- 3.6. The Participant understands that he or she is under a duty to inform Bushwise, at the time of the application, of any medication requirements; allergies; learning difficulties; and any other physical or mental condition or limitation; or any learning difficulties that might disable or render the Participant unable to perform or

safely complete the Course.

- 3.7. The Participant is the best judge of his or her own conditions and limitations, and the Participant acknowledges that he or she must fully disclose the extent of any of his or her conditions or limitations to Bushwise.
- 3.8. The Participant represents, warrants and affirms that he or she has discussed the Course, its remote location, potential risks and physical and mental demands with his or her personal physician, and that he or she is physically and emotionally fit and able to undertake the Course.
- 3.9. The Participant agrees to notify Bushwise of any physical and medical condition at the time of application and any changes in his or her physical and medical condition occurring after the Participant signs this Agreement. The Participant's failure to do so, and/or failure to provide complete and truthful information could result in Bushwise cancelling the Participant's booking, or expelling the Participant from the Course without any reimbursement.
- 3.10. Bushwise reserves the right to request the Participant to provide documentation from a doctor or specialist verifying that the Participant is fit and able to undertake the Course; and to reject a booking on the grounds of the doctor's comments.
- 3.11. Bushwise shall not in any event be liable for any loss arising out of the Participant's failure to take advice or medication as prescribed by a medical practitioner both prior to the Course start date and during the Course.
- 3.12. Bushwise reserves the right to reject a Participant's application to a Course if the Participant requires special medical care, following due consideration.
- 3.13. Bushwise reserves the right to, at any time, accept or reject the Participant's application to a Course, or to require the Participant to withdraw from a Course, if it determines, in its sole discretion, that it is in the best interests of the Participant's health and safety, and/or in the best interests of the Course in general.
- 3.14. The Participant agrees to take personal responsibility for insuring his or her personal effects. Bushwise shall not be liable for any loss or damage to the Participant's personal effects.
- 3.15. The Participant is responsible for ensuring that he or she has a valid passport; any necessary visa, permits and vaccinations; and has obtained and supplied to Bushwise all relevant travel documents and medical documents required for the Course.
- 3.16. Bushwise will not be responsible for any country's decision to refuse the Participant's entry, exit or transit. The Participant must ensure that he or she contacts the relevant embassy in order to apply for the relevant visa at least 12 weeks prior to the Course start date. Bushwise will not be responsible for any country's refusal or delay in granting any visa to the Participant. The Participant will not be permitted to start a Course if the Participant arrives in the host country later than 2 days after the Course start date, irrespective of whether such late arrival is due to a delay in receiving any relevant visa.
- 3.17. The Participant shall comply with all relevant laws, regulations and customs of the host country during the Course. In the event of a contravention of any such laws, Bushwise shall have the right to require the Participant to leave a Course, without any liability to Bushwise whatsoever.
- 3.18. The Participant shall at all times behave in a responsible and courteous manner towards other Course participants, the local people in the host country, and Bushwise. For the duration of the Course, the Participant shall comply with the Disciplinary Code of Conduct and follow the reasonable instructions of the Bushwise Representatives.
- 3.19. The Participant shall respect Bushwise's aims and objectives and shall not willfully or recklessly seek to damage relations between Bushwise and other Course participants, and/or Bushwise and the host country. The Participant shall not misrepresent Bushwise in any way that would undermine or damage relations between Bushwise and the host country.
- 3.20. The Participant shall at all times respect and follow the health and safety procedures as set out by Bushwise,

and the Bushwise Representatives in the host country.

- 3.21. The Participant acknowledges and agrees that Bushwise reserves the right to contact his or her next of kin should Bushwise deem it necessary.
- 3.22. The Participant acknowledges and agrees that Bushwise has the right to use any photos and videos provided to it by the Participant or taken by Bushwise Representatives, during or after the Course, for promotional purposes.
- 3.23. Where a person is making a booking on behalf of a group of Participants, every Participant on behalf of whom the booking is made is required to explicitly indicate their agreement to the terms of this Agreement to Bushwise. Any Participant who does not to indicate their agreement to the terms of this Agreement to Bushwise will not be permitted to take part in a Course or Placement.
- 3.24. For placements on 50-week courses The Participant understands and agrees to engage meaningfully and fully with the duties expected of them on the placement which may include the following amongst others:
  - (a) General Guiding duties
  - (b) Assisting in the bar, serving drinks and undertaking stock takes
  - (c) Housekeeping
  - (d) Maintenance (including fence maintenance and road clearing)
  - (e) Reception duties
  - (f) Food and beverage duties

#### **4. FEES**

- 4.1. Subject to any special terms agreed between the parties, the Participant shall pay the Bushwise standard fees for the relevant Course, as notified in the invoice sent to the Participant by the Bushwise sales representative. Bushwise reserves the right to change the fees from time to time. Bushwise will publish a list of the fees ("**Price List**") on the Bushwise websites. The Price List is valid at the time that the Course booking is made. The Participant is advised to check the Bushwise websites regularly for the most recent Price List and up to date information on the Courses. Once the Participant confirms his or her booking and pays the deposit, he or she shall pay the remaining balance of the Course fees to Bushwise within the time period indicated in clause 4.4 and 4.5, based on the invoiced amount.
- 4.2. Bushwise accepts payments in GBP, USD, EUR and ZAR. Currency exchange rates are set at Bushwise's discretion and do not necessarily reflect current market exchange rates. These exchange rates are subject to review and can be changed without prior notice to the Participant. In the event that the exchange rate is changed, any existing bookings will be billed on the basis of the exchange rate at the time of booking.
- 4.3. Subject to clauses 4.4 and 4.5, the Participant shall pay a non-refundable deposit within 48 hours of written notice of acceptance onto a Course from Bushwise, in order to confirm a booking.
- 4.4. The Participant shall pay the remainder of the Course fees in two equal instalments, as follows:
  - (a) the first instalment, 20 weeks before the Course start date; and
  - (b) the outstanding balance, no later than 12 weeks before the Course start date.
- 4.5. Notwithstanding the foregoing, a Participant that books a Course within 12 weeks of the Course start date shall pay the full course fees and provide the documents and information contemplated in clause 3.3 to Bushwise on booking.
- 4.6. Any sums paid by the Participant shall become non-refundable on the date of the payment deadline

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indicated in the relevant invoice. If, for any reason, the Participant does not meet such payment deadlines, then Bushwise reserves the right to charge an additional sum, up to £50 (or equivalent), or cancel the Participant's booking, without any refund.

## **5. BUSHWISE EMPLOYMENT OFFER GUARANTEE**

5.1. Bushwise offers an employment offer guarantee to South African nationals enrolled in its 50-week courses who do not receive at least one offer of employment (whether full-time, part-time or freelance/contract-based) within 6 months of completion. Completion is defined as finishing both the full course as well as the placement. This includes any extensions made to the placement. This employment offer guarantee is subject to the limitations specified in this section.

5.2. The refund will only apply in the following instances:

- (a) The course fee was paid in full and the Participant completed the entire course; and
- (b) The Participant was accepted onto the 50-week course directly and not via an extension of a shorter course; and
- (c) The Participant's performance on the training course with a minimum expectation of having passed both FGASA examination and assessment as well as the Bushwise Courses and qualifications (theory, practical components as well as overall performance and behavior) with
  - A minimum score of 75% for the Bushwise theory and practical tests; and
  - A minimum score of 75% on the FGASA examination and practical assessment; and
  - A minimum score of 75% on trails guide theory
  - A minimum score of 75% on Participant's soft skills; and
  - Passed the Placement practical assessment and assignment; and
  - Found competent in Rifle competence & advance rifle handling; and
  - Logged 10 encounters and 50 hours before the end of the placement; and
  - Found competent on NQF3, 4x4 driving qualification; and
  - Attained a level 2 or above in Cybertracker track and sign qualification; and
  - Full attendance on short courses/programmes – including but not limited to the photography, social media, first aid and Birding courses; and
  - Valid PrDP license.

5.3. In addition to the conditions in Clause 5.2(b) the refund will not apply in the following instances:

- (a) If the participant does not qualify for the placement based on the criteria stipulated in Section 12; or
- (b) Where a Participant fails outright or fails to complete the course or placement for medical, personal, psychological or other reasons; or
- (c) If the Participant is found to have undisclosed medical issues that prevent them from working in the roles relevant to the placement; or
- (d) The Participant has turned down any verbal or written employment offers made, whether or not these are made during the Participant's work placement period; or

- (e) 100% course and placement attendance were not adhered to; or
- (f) Any breaches of Bushwise or placement lodges code of conduct or repeated inappropriate behavior;  
or
- (g) A booking is made more than 18 months ahead of course commencement.

5.4. The refund amount will be 50% of the full course fee of R90,000

5.5. Bushwise retains the final say regarding the employment guarantee.

## 6. **WARRANTIES, LIABILITIES AND ASSUMPTION OF RISK**

6.1. Bushwise warrants to the Participant that it will provide the Services using reasonable care and skill and, as far as is reasonably possible, in accordance with the description of the Services.

6.2. Any information provided by Bushwise, including but not limited to information about visas, vaccinations, healthcare, climate, baggage, group sizes and special equipment; is given in good faith, and for information and educational purposes only, but without responsibility on the part of Bushwise.

6.3. Except in respect of death or personal injury caused by Bushwise's gross negligence, Bushwise's responsibility for any misrepresentation (unless fraudulent), or any other act or omission shall not exceed the amount of Bushwise's fees, as contemplated in clause 4.1. Any other liability by Bushwise and/or the Bushwise Representatives is limited to the amount that will be paid out in such a case by the insurance policies that have been concluded in the name of Bushwise. If no compensation is received from those insurance policies, then any and all liability whatsoever, including without limitation, claims grounded in negligence, is hereby limited to a maximum amount of £2,000.00.

6.4. Bushwise shall have no responsibility for any activities undertaken by the Participant outside the scope of those directly relating to the Course. No warranty is given in respect of any activities outside the scope of those relating to the Course, and it is the Participant's responsibility to ensure that any person or company offering any activities possesses the requisite care and skill. The term "outside of scope" as used in this clause shall mean any and all actions or activities undertaken by the Participant that are not prearranged or procured by Bushwise.

6.5. The Participant understands that certain risks may arise, including, but not limited to, hazards of travelling in remote areas; travel by automobile, van, bus, aeroplane, boat, train or any other means of conveyance; the forces of nature; civil disturbances; national or international conflicts; terrorism; arbitrary itinerary changes made by foreign governments or vendors; dive related accidents, boat accidents; interacting with dangerous wildlife; personal injury or illness from the local environment; accident or illness in remote locations without immediate evacuation or medical facilities; or negligent acts of third parties. The Participant hereby asserts that he or she knows, understands and appreciates these and other risks are inherent in the Course; asserts that his or her participation is completely voluntary; and assumes all risk associated with the Course.

6.6. The Participants hereby indemnifies and holds Bushwise, the Bushwise Representatives, and the Bushwise partners harmless against any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which may arise in connection with the Participant:

- (a) participating in the Course;
- (b) participating in any activities arranged by or for the Participant by Bushwise;
- (c) receiving emergency medical care, if it is considered to be essential by the most qualified Bushwise Representatives present; or
- (d) providing a copy of his or her passport to Bushwise.

The Participant further expressly agrees that the foregoing waiver and assumption of risks is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The terms of this Agreement shall further extend to the Participant's heirs, personal representatives, successors and assigns.

- 6.7. The Bushwise warranty contained in this section 6 is the sole warranty as to the Services provided hereunder, and shall supersede any express or implied warranties, in fact or law, including, without limitation, warranties of merchantability or fitness for a particular purpose. Bushwise will not be liable to the Participant under any circumstances with respect to the subject matter of this Agreement; based in contract, negligence, delict, strict liability or other legal or equitable theory for any incidental, consequential, special or exemplary damages (including, without limitation, loss of revenue or loss of profits or lost business), even if Bushwise has been advised of the possibility of such damages, notwithstanding anything to the contrary contained in this Agreement.

## **7. COMPLAINTS**

- 7.1. If the Participant wishes to make a complaint in relation to the Course, he or she shall bring the complaint to the attention of a Bushwise Representative, who shall use his or her reasonable efforts to resolve the complaint within a reasonable time.
- 7.2. If the Bushwise Representative is unable to resolve a serious complaint, and the Participant leaves the Course before the completion date, the Participant shall provide the Bushwise Representatives with a written version of events prior to departure.
- 7.3. No compensation shall be given by Bushwise to the Participant in relation to the complaint, unless there are extreme circumstances, which shall be determined at the sole discretion of Bushwise. The Participant agrees that under no circumstances shall Bushwise be liable for damages or compensation arising from any claim related to the assessment of inconvenience, disappointment, discomfort or loss of enjoyment.
- 7.4. Should Bushwise be unable to resolve a serious complaint, the dispute shall be resolved in accordance with clause 16.2.

## **8. PHYSICAL AND INTELLECTUAL PROPERTY**

- 8.1. All equipment and resources provided by Bushwise both prior to and for the duration of the Course (including teaching manuals) shall remain the property of Bushwise and must be returned on completion of the Course.
- 8.2. The Participant shall replace any of the Bushwise property that is lost or damaged the Participant's careless or otherwise negligent behaviour.
- 8.3. All lectures, training material, research, data, reports, photographs and documentation relating to the Course and Bushwise, shall remain the property of Bushwise, without compensation or further recourse to the Participant. Bushwise retains the rights use and disseminate such materials for its commercial and promotional purposes, including, but not limited to, the posting of any photographs containing an image of the Participant while on the course on its websites; in brochures; or in other marketing, promotional or informational media, and the Participant agrees to such use.

## **9. DATA PROTECTION**

- 9.1. Bushwise may collect and use the Participant's personal data, which may include (but not be limited to) the Participant's name, address, telephone number, email address, country of origin, and use of the Services, for the purpose of providing and improving the Services.
- 9.2. Bushwise may be required to disclose the Participant's personal data to meet legal or regulatory requirements.
- 9.3. It may be necessary for Bushwise to pass data about the Participant to countries outside of the Republic of South Africa from time to time. The Participant hereby agrees that Bushwise may disclose the Participant's

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personal data, including, any sensitive personal data such as relevant medical history, to the Bushwise Representatives in the host countries outside South Africa.

- 9.4. From time to time, Bushwise may share Participant contact information with other Participants and selected partners (such as insurance and flight providers) in order to enhance pre-departure support, allow direct communication between Participants on similar programs, and allow prospective Participants to communicate with former Participants. The Participant hereby agrees that Bushwise may disclose the Participant's contact information to other Participants, potential Participants and Bushwise partners
- 9.5. Subject to clause 8.4, Bushwise will not distribute any of the Participant's personal data to third parties, unless this is required to deliver the Services to the Participant; or the Participant gives Bushwise specific permission to do so.
- 9.6. Bushwise will not collect, store, process, transmit or otherwise handle the Participant's personal information for any purpose that is not indicated in this Agreement.
- 9.7. Bushwise will comply with all applicable data protection laws as required from time-to-time.

## 10. TERMINATION AND EXPULSION

- 10.1. Bushwise reserves the right to:
  - (a) deny a Participant from participating in a Course; or
  - (b) expel a Participant from a Course.

where that Participant is in breach of any term of this Agreement.

- 10.2. Without prejudice to the generality of clause 10.1 above, the following (non-exhaustive) list of acts will result in the automatic expulsion of the Participant from the Course:
  - (a) possession, taking, or supplying illegal or illicit substances. The question of whether a substance is illegal or illicit shall be determined by the law of the country where any such acts take place;
  - (b) displaying cruel, thoughtless or rude behaviour; or committing acts which could injure or harm another participant on the Course, or any other person (including a Bushwise Representative); and behaviour that Bushwise deems to negatively affect the experience of the other participants on the Course;
  - (c) disobeying the instructions of the Bushwise Representatives in relation to health and safety;
  - (d) committing an act or displaying behaviour which could jeopardize future courses within the host country or lead to the souring of relations between Bushwise and the host communities or country; and
  - (e) breaking local laws, at any time during the Course (including the Placement period), whether or not such action takes place on or off the Bushwise campus or property; or while a Course is in session or on break. The actions listed in 10.2(a) to 10.2(e) (both inclusive) do not constitute an exhaustive list.
- 10.3. Notwithstanding the foregoing, should the Participant fail to comply with any part of the Disciplinary Code of Conduct, Bushwise shall have the right to:
  - (a) expel the Participant from a Course;
  - (b) deny the Participant from a Placement; or
  - (c) take disciplinary action against the Participant.

- 10.4. Expulsion will be carried out by the Bushwise Representatives, at Bushwise's own discretion, and shall not be subject to appeal.
- 10.5. In the event of expulsion for any reason, the Participant shall not be entitled to any reimbursement from Bushwise, nor will Bushwise be responsible for any additional costs incurred by the Participant as a result

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of expulsion.

## **11. CURRENCY OF AGREEMENT AND CANCELLATION**

- 11.1. For Courses with a deposit of ZAR15,000.00 or the equivalent in foreign currency, the Participant will be entitled to cancel this Agreement at any time until six months before the Course start date, and shall receive a full refund of the deposit and any other monies paid. If cancellation is made between 6 months and 16 weeks before the Course start date, the Participant shall not be entitled to a refund of the deposit paid, but will be entitled to a refund of any other monies paid to Bushwise. In the event of cancellation less than 16 weeks before the Course start date, the Participant shall not be entitled to any refund of any monies paid, including the deposit.
- 11.2. For any and all programs or courses booked through Bushwise, if the Participant cancels this Agreement 6 months before the Course start date, the Participant shall be entitled to a full refund of the deposit, and any other monies paid. Subject to clause 11.3, in the event of cancellation less than 6 months before the Course start date, the Participant shall not be entitled to a refund of the deposit but shall be entitled to a refund for any other monies paid. If the cancellation is done less than 12 weeks before the Course start date, the Participant will not be entitled to a refund of the deposit or any other monies paid.
- 11.3. Transfers to different Courses, and changes to Course durations or dates will not be permitted after the payment deadline for the first instalments, except in exceptional circumstances. If Bushwise agrees to any such changes, any payments that are non-refundable, will remain so, regardless of the new Course dates.
- 11.4. Bushwise reserves the right to cancel or curtail a Course if, in its sole discretion, it believes that circumstances warrant it. This shall include cancellation because of force majeure (as contemplated in Section 15).
- 11.5. Bushwise reserves the right to cancel Courses that require minimum numbers, in its sole discretion. As such, Bushwise advises against the Participant making travel arrangements until Bushwise confirms the Course, which confirmation will be given not less than eight weeks before the Course start date.
- 11.6. Where there is a cancellation by Bushwise, Bushwise's first recourse shall be to place the Participant on an alternative Course. Bushwise shall use reasonable efforts to match the Participant with an alternative Course, in accordance with the Participant's preferences.
  - (a) In the case of a cancellation by Bushwise before the Participant's the Course start date, whether within or beyond Bushwise's control, the Participant shall be entitled to his or her deposit and any monies paid to Bushwise's costs, and less any other irrecoverable expenditure on the part of Bushwise which has already been spent. Bushwise shall not be liable for any incidental expenses incurred by the Participant as a result of any other arrangements that the Participant may have made.
  - (b) In the case of Bushwise shortening the Course, the Participant shall be entitled to a reasonable proportion of the total fees paid, from which any irrecoverable expenditure shall be deducted by Bushwise.
- 11.7. Bushwise shall give written notice to the Participant of any cancellation. Any refund or alternative Placement given to the Participant pursuant to such cancellation shall be considered to be in full and final settlement of all and any liability owed by Bushwise to the Participant.

## **12. LONG-TERM COURSE AND INTERNSHIP SPECIFIC INFORMATION**

- 12.1. If the Participant does not complete the relevant ongoing assessments at or above the required pass mark, he or she will not be offered a Placement or be allowed to continue with his or her current Course. The assessments relate to academic, practical, general performance and behaviour, all of which will be tested through continuous assessment and performance reviews.
- 12.2. The Participant undertakes to sign a contract with Bushwise in relation to his or her period of Placement.

- 12.3. Notwithstanding the available Placement options:
- (a) Placements will be offered at the sole discretion of Bushwise;
  - (b) the Participant may discuss his or her Placement preferences with Bushwise but may not request a specific Placement or contest a Placement offered by Bushwise;
  - (c) in the event that Bushwise does not offer the Participant a Placement, Bushwise will not provide any refund to the Participant.
- 12.4. The Participant understands and agrees that while he or she is on Placement, the standards of the Placement organization, including but not limited to, the accommodation and health and safety standards, may not match those of Bushwise.
- 12.5. The Participant shall comply with the Placement organization's rules, policies and the reasonable instructions of the Placement organization's representatives, in addition to the terms of this Agreement.
- 12.6. The Participant agrees and understands that the Placement is a work placement and that he or she will undertake any duties the Placement may involve, without any remuneration.
- 12.7. In order for the Participant to pass the FGASA level 1 course (23 weeks and 50 weeks), and continue to Placement phase (50 weeks), he or she must achieve:
- (a) an overall theory pass rate of 75% or more; and
  - (b) an average practical grading pass rate of 75% or more; and
  - (c) an FGASA level 1 theory pass rate of 75% or more; and a level 1 practical assessment pass rate of 75% or more.
- 12.8. Participants on the FGASA level 1 course must have:
- (a) had a driving license for at least a year before starting the Course; and
  - (b) at least one year of continuous manual driving experience.
- If, after the evaluation of manual driving skills on the Course, the Participant is found to be unfit to drive the 4x4 vehicles safely, the Participant will not be permitted to drive any Bushwise vehicles, and will therefore fail the practical aspect of the Course. If this happens, the Participant will not be allowed to attend the Placement phase (50-week course only) of the Course and will not be entitled to a refund.
- 12.9. If a situation arises that limits Placement opportunities for Participants, due to changes in immigration regulations or general laws, both nationally and internationally, or for any other reason ("**Placement Limitations**"), then a refund of the remaining fees will be given to the Participant under these circumstances only. If there are a limited number of Placements due to any Placement Limitations, the highest performers will be given priority for Placement, and Participants will be placed at the discretion of the Bushwise Representatives.
- 12.10. The Participant understands and agrees that Bushwise is under no obligation to offer employment or Placement or procure employment of Placement for the Participant in South Africa or any other host country at the end of a Course.
- 12.11. The Participant acknowledges and agrees that no refund will be given by Bushwise to the Participant if the Participant finds his or her own employment or Placement in the host country; and that Bushwise may be required to notify immigration authorities of such employment or Placement, and cancel any active visa or work permits.
- 12.12. The Participant shall not contact Bushwise affiliated lodges, game parks, game reserves, tourism institutions or tourism services providers to seek Placements outside of Bushwise after completing his or her Course, without the prior written consent of Bushwise.

- 12.13. The Participant agrees to inform Bushwise of any offers of employment extended to the Participant by any lodges, game parks, game reserves, tourism institutions and service providers affiliated with Bushwise.
- 12.14. The Participant acknowledges and agrees that there may be no just grounds to request or be granted a refund for the placement period, if a student chooses to leave the program on their own accord, find their own placement independently, decline the placement offered to them, or fail to be accepted to a placement after a personal interview with lodges or research placement.

### **13. BACK UP TRAILS GUIDE COURSE SPECIFIC INFORMATION**

- 13.1. Placements for the back-up trails guide Course are limited and reserved for students on a first come, first serve basis.
- 13.2. The Course will require a minimum of six students to run.
- 13.3. If the minimum number of students for the Course is not met, bookings for the Course will be opened up to past Bushwise participants and other external, suitably qualified, and interested parties, four months before the start of the Course.
- 13.4. The Course will be open to a maximum of eight students.
- 13.5. Transport to and from the Course for Participants will be arranged by Bushwise. Past Bushwise participants and external participants will be required to arrange their own transport.
- 13.6. Bookings for the Course close four months prior to the end of the current Course.
- 13.7. Priority for bookings on the Course will be given to Participants booked on the current or up-coming field guide course.
- 13.8. In order for the Participant to be assessed and qualify as a back-up trails guide, the Participant must:
  - (a) hold a valid FGASA level 1 qualification;
  - (b) have passed the back-up trails guide theory examination;
  - (c) hold a SASSETA qualification for the use of a manually operated rifle, and must have obtained unit standard 117705 for knowledge of the Firearms Control Act; unit standard 119651 for the handle and use of a manually operated rifle or carbine; and unit standard 123519 for the handle and use of a manually operated rifle or carbine for business purposes; and
  - (d) hold an advanced rifle handling (ARH) qualification.

### **14. CANCELLATION POLICY FOR BACK UP TRAILS GUIDE COURSE**

- 14.1. If the Participant does not meet the requirements of section 13 but has booked the back-up trails guide course, he or she may still take part in the Course, in order to:
  - (a) gain more experience;
  - (b) log hours (if he or she has achieved level 1 field guide qualification); and
  - (c) gain confidence.
- 14.2. If the Participant has booked for the back-up trails guide Course but is no longer able, willing or interested in completing the back-up trails guide course, he or she may sell the Course, at cost price, to another interested person. Any such arrangement will be between the Participant and such other person and will not be facilitated by or otherwise involve Bushwise. The Participant shall obtain the prior written consent of Bushwise before selling his or her booking on the Course to another person. Notwithstanding the foregoing, any payment for a Course that the Participant sells to another interested person shall be made directly to Bushwise, which shall then facilitate any payment owing to the Participant, pursuant to such sale.
- 14.3. No refunds will be given by Bushwise to the Participant for the back-up trails guide Course, where the

Initials \_\_\_\_\_

Participant is no longer able, willing or interested in completing the Course.

## **15. FORCE MAJEURE**

Notwithstanding any other provision of this Agreement, Bushwise shall not be deemed to be in breach of this Agreement or otherwise be liable for any delay in performance or non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any circumstances beyond its reasonable control, including but not limited to acts of god, war, acts of terrorism, riot or civil commotion, fire, strike and government or other official intervention.

## **16. GOVERNING LAW AND DISPUTE RESOLUTION**

### **16.1. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

### **16.2. Dispute Resolution**

- (a) In the event of any dispute arising out of or relating to this Agreement, or the breach, termination or invalidity thereof then any party may give written notice to the other party to initiate the procedure set out below.
- (b) The parties shall first endeavour to settle the dispute by mediation.
- (c) The parties may agree on the mediation procedure and on the mediator and failing agreement within five days of the notice referred to in clause 16.2(a), the mediation shall take place in accordance with the terms of the Arbitration Foundation of South- ern African (“**AFSA**”) and the mediator shall be appointed by the Law Society of South Africa or its successor.
- (d) If for any reason, including lack of co-operation by the parties, a dispute is not settled by mediation within 30 days of the notice referred to in clause 16.2(a) or such longer period of time as the parties may agree to in writing, the dispute shall be settled by arbitration.
- (e) The parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within five days of the exhaustion of the period referred to in clause 15.2(d), the arbitration shall take place in accordance with the AFSA Arbitration Rules in force at the time of the dispute.
- (f) The appointing authority in terms of the AFSA Arbitration Rules shall be the Association of Arbitrators (Southern Africa).
- (g) Unless otherwise agreed, the mediation and the arbitration shall be administered by the parties. The number of mediators shall be one and the number of arbitrators shall be one. The place of the mediation and the arbitration shall be Johannesburg, South Africa.
- (h) Nothing in this clause 16.2 shall preclude any party from seeking interim and/or urgent relief from a Court of competent jurisdiction and to this end the parties hereby consent to the jurisdiction of the High Court of South Africa (South Gauteng High Court).

## **17. ADDRESS FOR NOTICE**

17.1. This Agreement constitutes the entire Agreement between the parties and shall apply to the Courses and/or other courses provided by Bushwise and undertaken by the Participant.

17.2. Any notice required or permitted to be given by one party to this Agreement to the other shall be in writing addressed to that other party and delivered:

- (a) in the case of Bushwise, to -
  - Physical address: [insert address]
  - Telefax number: [insert fax number]

Email address: [insert address]

(b) in the case of the Participant, to -

Physical address: [insert address]

Telefax number: [insert fax number]

Email address: [insert address]

- 17.3. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if given in writing.
- 17.4. Either party may change its address, as contemplated in clause 17.2 on written notice to the other party.
- 17.5. Any notice to a party which is: -
  - (a) sent by prepaid registered post in a correctly addressed envelope to it at its physical address in clause above, shall be deemed to have been received on the seventh day after posting (unless the contrary is proved); or
  - (b) delivered by hand to a responsible person during ordinary business hours at its physical address in clause 16.2 above, shall be deemed to have been received on the day of delivery; or
  - (c) transmitted by email its chosen email address (if any) stipulated in clause 17.2 above, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 17.6. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address.

**18. GENERAL**

- 18.1. This Agreement constitutes the entire Agreement between the parties in relation to the subject matter.
- 18.2. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement.
- 18.3. No waiver by either party of any breach of contract by the other party shall be considered as constituting the waiver of any subsequent breach of contract or any other provision of this Agreement.
- 18.4. A person who is not a party to this Agreement has no rights to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available in law.
- 18.5. This agreement may be signed in counterparts, which together shall constitute one and the same document. Any party may enter into this Agreement by signing any such counterpart

I HAVE READ THE WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT CONTAINED IN SECTION 5.6 OF THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY COMPLETION OF MY APPLICATION TO AGREE TO A COMPLETE AND UN-CONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**PARTICIPANT FULL NAME**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**PARTICIPANT SIGNATURE**

\_\_\_\_\_

**COURSE DATE**

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