



## TERMS AND CONDITIONS

Last updated: December 4, 2020

By submitting your application for a Bushwise on-campus course or placement, you (the "Participant", "student") confirm you accept and agree to these terms. If you submit an application for a Bushwise online course, then subsequently choose to also do any on-campus programs or placements, you will also be confirming that you accept and agree to these terms.

You will enter into a binding legal agreement with GVI Bushwise Field Guides (Pty) Limited ("Bushwise", "we", "us", "our"), registration number 2017/288518/07, Mahlahla Harmony Block, Gravelotte, 0895. Please ensure you read these terms carefully and do not hesitate to ask your Enrollment Manager any questions about them before you complete your booking.

### **Services Provided**

Bushwise agrees to organise and deliver the course(s) and other components, such as the course placement, as agreed upon in writing between you and Bushwise. Services include, but may not be limited to:

- Arranging full pre-departure briefings on the telephone and via email;
- Arranging suitable accommodation for the duration of the course or placement;
- Arranging food while the course is in session where indicated in course briefing materials ;
- Arranging for transfers to and from the airport where indicated in course briefing materials;
- Arranging course instructors to lead and deliver courses where required;
- Arranging the provision of course equipment, training and training materials relevant to the course;
- Providing a 24-hour emergency desk; and
- Providing international travel assistance and advice.

Please note, our course details as defined on our website and enrollment materials are based on currently available details. Bushwise reserves the right to substitute or change these details at its discretion. We will do our utmost to keep you updated on any changes prior to your course commencement, however, this cannot be guaranteed.

Any information we provide, including, but not limited to information about visas, vaccinations, healthcare, climate, baggage, group sizes and special equipment is given in good faith for informational purposes only.

### **Refusal of Service**

Bushwise reserves the right to refuse to offer their services to you, at any time, for any reason.

### **Application Process**

During the application process you will be asked to provide the following information:

- Legal name
- Phone Number
- Email Address
- Date of Birth
- Educational qualifications
- Driving license and/or qualifications
- Criminal history
- Medical history - including mental health, current medications and any medical requirements
- Dietary requirements
- Citizenship & country of residence

You confirm that all information you provide during the application process is complete and correct. You must update Bushwise if this information changes prior to your course commencement or during your course. Failure to provide complete, accurate and truthful information on your application will be grounds for cancellation without refund.

## **Privacy Policy and Data Protection**

Personal Data and Data protection is handled in line with our [Privacy Policy](#).

## **Online Training & Courses**

As part of your training, you may receive access to our online courses. By accessing these courses and other online training materials, you agree to, and are bound by, our [Terms of Service](#).

## **Documentation Requirements**

### **Insurance**

If you hold South African citizenship or permanent residency, you will be required to show proof of medical insurance and medical evacuation cover. Your medical cover must include coverage for exposure/infection of coronavirus/COVID-19 and cover the entire duration of your Bushwise course and placement, if applicable.

If you are an international student, which means you do not hold South African citizenship or permanent residency, you are required to secure travel and medical insurance to protect you against losses caused by travel, loss or damage of baggage and or personal effects by any means, non-refundable airfare, emergency medical evacuation and other medical expenses including medical coverage for exposure/infection of coronavirus/COVID-19. The policy must cover the entire duration of your Bushwise course and include off road 4x4 driving, rifle handling, work with animals and wildlife and any other activities you plan to undertake on your Bushwise course.

Regardless of your nationality, it is strongly recommended that you purchase trip cancellation cover to protect yourself against losses relating to your inability to join your Bushwise course for medical reasons or if someone in your family takes ill or dies suddenly as our "Cancellation & Refunds" and "Transfer" policies as outlined below will still apply to these instances. Bushwise cannot be held

responsible for loss or damage of personal effects by any means whatsoever. The details of your insurance policy must be provided prior to course commencement for your protection.

### **Background/police check**

You must supply a background (police) check at your own expense. Details on how to complete this process will be supplied prior to commencing your course. You agree that your participation on a Bushwise course is subject to the outcome of this check. As per the Application Process clause of these terms, failure to disclose in advance any known criminal history is grounds for cancellation of your course without refund.

### **Health & Medical Forms**

A medical form will be provided at the time of booking and must be completed at least 8 weeks prior to course commencement. As per the "Application Process" clause of these terms, failure to disclose any known medical conditions is grounds for cancellation of your course without refund.

Bushwise reserves the right to request proof of vaccination against COVID-19 and/or a negative COVID-19 test, no less than 72 hours prior to your course commencement. Should you be unable to obtain this test in your home country, please contact your Bushwise Admission manager no less than 7 days prior to your course start date. All participants will be screened for COVID-19 signs and symptoms upon arrival and throughout their course. Any participant suspected of having COVID-19, at any point during their course will be required to quarantine at their own expense until they can present a negative COVID-19 test. Bushwise staff will support participants who are required to quarantine by providing them with suitable accommodation recommendations and daily check ins throughout their quarantine period.

Bushwise has put in place preventative measures to reduce the spread of Coronavirus/COVID-19 but cannot guarantee you will not become infected by the Coronavirus/COVID-19. By joining a Bushwise course or placement, you acknowledge the contagious nature of the Coronavirus/COVID-19 and understand the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 which may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, Bushwise staff, other Bushwise students, placement partners and guests and/or local community partners. You thereby release Bushwise, its employees, owners and partners of any liability with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from exposure to Coronavirus/COVID-19 related to, or in connection with, your participation on a Bushwise course.

Bushwise staff are not medical professionals, and the standards of medical care in South Africa, and in the areas where Bushwise and placement partners operate, may be lower than you may be used to. You, and your primary care physician, are responsible for ensuring you are able to manage your own mental and physical wellbeing, including administering any medication, for the entirety of your Bushwise course.

It is your responsibility to visit a local travel clinic and ensure you have any necessary vaccines or medications for the full duration of your Bushwise course.

Bushwise reserves the right to require documentation from a doctor or specialist and/or to consult with our own medical and mental health professionals regarding your physical and mental fitness to undertake this course or placement.

If Bushwise staff have any concerns about your physical or mental health during your course or placement, they have a right to refer you to their own medical or mental health professional for further assessment.

Bushwise reserves the right to reject or cancel a booking, curtail your course or placement, or refuse to provide you with a placement, on the grounds of either doctor's comments or advice. In any of these cases, you will not be entitled to a refund or credit. Any additional medical assessments or documentation Bushwise requires will be at your own expense.

Bushwise reserves the right to share your medical history, including any documentation you have provided, and/or the assessments of our own medical or mental health care professionals, with any potential placement partners.

### **Emergency Contact**

Prior to course commencement, you must supply us with emergency contact details of a friend or family member. We reserve the right to contact this person should we deem it necessary.

### **Driving License and skills assessment**

To drive the Bushwise vehicles, you must have a valid, manual drivers license, at least 1 year of manual driving experience, and demonstrate the ability to safely drive a 4x4 vehicle. You will be assessed by Bushwise staff on your driving ability at the beginning of your course. The results of the assessment will not be subject to appeal. Should you fail this assessment, you will not be permitted to drive Bushwise's vehicles and will automatically not pass your FGASA Apprentice Field Guide Practical Assessment. By not passing your practical assessment, you will not qualify for a placement.

### **Other documentation**

In order to comply with local visa and permit requirements, you may also be required to provide additional documentation including, but not limited to, education certificates, passport/ID copies, flight arrival and departure information. A full list will be provided at the time of booking. If this information is not provided by the deadline stipulated at the time of booking, Bushwise may have to cancel your booking without refund.

### **Visas & Passports**

Bushwise requires all international students to hold a South African Study Visa. You will be required to apply for this visa at the South African Embassy in your home country. It is your responsibility to ensure you meet the requirements to obtain this visa. Bushwise recommends you contact your local embassy a minimum of 12 weeks prior to your course commencement to ensure you have the necessary paperwork to obtain your visa within the required time. Bushwise will not accommodate students who arrive to the course late due to visa delays. Any visa information provided by Bushwise

is done in good faith and Bushwise cannot be held responsible for South Africa's decision to change visa rules, deny a visa application, refuse entry, exit or the right of passage. We bear no liability for any losses you may incur arising from any such action.

## Course Fees

Please note that all payments made become non-refundable on their due date.

Bushwise's current course fees are displayed on the website and are subject to change without notice. What is included in your course fee will be displayed on the "What's Included?" tab on the program page.

From time to time, Bushwise's Admissions Managers may award scholarships. These are awarded at Bushwise's discretion and are non-transferable.

Your total course fee will be outlined in your acceptance email (subject line "Congratulations! What's Next?").

Bushwise accepts payments in GBP (Pound Sterling), USD (United States Dollars), EUR (Euros), CAD (Canadian Dollars), AUD (Australian Dollars) and ZAR (South African Rand). Currency exchange rates are set at Bushwise's discretion and do not necessarily reflect current market exchange rates. You will be quoted in the currency of your home country (e.g. country of current permanent residence) and are not eligible to pay in other currencies. In the event Bushwise does not offer the currency of your home country, you will pay as follows:

- If your home country is in the European Union, not including the United Kingdom, you will pay in Euros (EUR). This includes countries that are not part of the eurozone;
- If your home country is in sub-Saharan Africa, as defined by the United Nations, you will pay in South African Rand (ZAR);
- If your home country is in New Zealand you will pay in Australian Dollars (AUD); and
- If your home country is outside of the countries and locations defined above, you will pay in GBP.

Unless agreed upon in writing by special arrangement, the following payment plan will apply:

- A non-refundable deposit of ZAR 15000 / GBP 2000 or equivalent in the currency you are paying, will be due within 48 hours of your acceptance onto the course to confirm your place;
- Half of the remaining balance will be due 20 weeks prior to your course start date;
- The remaining balance will be due 12 weeks prior to your course start date.

Bushwise accepts payments by debit card, credit card or bank (EFT) transfer. In the event you pay by credit/debit card, Bushwise reserves the right to charge any subsequent payments to that same card on the date they are due.

In the event payments are not received by their due date, Bushwise reserves the right to charge an additional sum, up to R425 / GBP 50 (or equivalent), or cancel your booking, without any refund.

## **Cancellations & Refunds**

### **Where Bushwise cancels or curtails a course**

Bushwise reserves the right to cancel or curtail a course if, in its sole discretion, it believes that circumstances warrant it. This includes cancellation because of Force Majeure (as described below).

In all of the above cases where there is a cancellation, your course fees will remain non-refundable and you will receive a credit for the amount you have paid to use towards an alternative start date. Credit will be issued to the course participant and use of your credit will be subject to course availability. Credit is non transferable and not redeemable for cash.

In cases of curtailment, your first recourse will be to claim the balance of your course fee from your insurance. In the event the reason for curtailment is not covered by insurance, Bushwise will provide a credit to complete the remaining duration of your course or placement at a later date. Bushwise reserves the right to provide substitute courses or placements, at its discretion. Credit will be issued to the course participant and use of credit will be subject to course or placement availability. Credit is non transferable and not redeemable for cash.

In all cases of cancellation by Bushwise, Bushwise will not refund you for any expenses incurred by you related to your course, including, but not limited to, airfare, visa expenses, insurance, documentation and equipment purchases. Please note this list is not exhaustive.

In all cases where Bushwise provides refunds, the refund will be made back to the original method of payment. In the event the credit or debit card has expired, the cardholder must contact their bank on how to recover the refunded funds. Bushwise will not refund alternate accounts or individuals. All refunds incur a processing fee of ZAR 170 / GBP 10 for each payment that is refunded and can take up to 180 days to process in full.

### **Where you choose to cancel your course**

In the event you cancel or curtail your course or placement for any reason, any course fees paid will be non-refundable.

## **Transfers**

Participants are eligible to request one transfer of their course start date, if the transfer is requested in writing at least 12 weeks prior to the course start date. The following transfer fee will apply to confirm your new date:

- GBP 250
- AUD/CAD 500
- EUR 300
- USD 450
- ZAR 3500

Subsequent transfer requests, and transfers made within 12 weeks of the course start date, are only permitted at Bushwise's discretion and are subject to the following transfer fee if approved:

- GBP 800
- AUD/CAD 1500
- EUR 1000
- USD 1400
- ZAR 10000;

The following conditions apply to all transfers:

- All transfer fees must be paid to confirm your new start date;
- Any payments made remain non-refundable, regardless of new due dates;
- Your existing pay schedule, including due dates for future payments, will not change;
- You will not be eligible for a refund of any course fee differences in the event you choose a course with a lower cost;
- In the event you choose a course or start date with a higher cost, you will need to pay the difference in fee;
- You will forfeit any Scholarship or other discount applied to your original booking;
- Your transfer request must include a date or course shown on the website; and
- All transfers are subject to availability and will be confirmed in writing by Bushwise.

## **On your Bushwise Course**

You must always respect and follow the health and safety procedures and Codes of conduct as set out by Bushwise, its staff, partners and/or placement representatives.

Bushwise reserves the right to search your bag, room, personal vehicles or other property where there is deemed a health and safety, legal or other serious risk including the possession of illegal and illicit substances, including marijuana.

In the event you break any local laws, we will bear no liability and will not be required to mediate on your behalf with local authorities.

Bushwise staff reserve the right to make decisions on your emergency medical care deemed essential by the most qualified staff member in the event you are not able to do so and Bushwise will not be held liable for the outcome of such care.

### **Disciplinary Procedures including Expulsion**

Bushwise reserves the right to issue a warning of any kind, including dismissal, regardless of whether any warnings have been given. All disciplinary action will be documented and take place in front of a witness, where appropriate.

Your first offence will usually result in a verbal warning or written warning where appropriate.

Repeated offences following a warning could lead to a written warning or a final written warning as appropriate. Thereafter any further offences will result in dismissal.

A full list of rules, regulations and procedures will be provided at the start of your course, during your health & safety briefing.

The following non-exhaustive list details actions that are grounds for immediate expulsion:

- Possession, taking, or supplying of illegal or mind-altering substances, including marijuana;
- Consuming alcohol or being intoxicated while on the course or interacting with Bushwise's partners;
- Breaking local laws;
- Bullying, displaying cruel, thoughtless or rude behaviour or committing acts which could injure or harm (mentally or physically) another Participant, a member of staff or any other person;
- Disobeying Bushwise's or placement partner's instructions in relation to health and safety;
- Disruption or obstruction of course activities;
- If Bushwise staff feel it is in the best interests of your health and safety or the course in general; and/or
- Committing an act or displaying behaviour which could jeopardise future Bushwise courses or lead to the souring of relations between Bushwise and its partners.

In the event of expulsion for any reason, you will not be entitled to any reimbursement from Bushwise, nor will Bushwise be responsible for any additional costs incurred by you as a result of expulsion.

Any requests to dispute dismissal must be put in writing by you to [feedback@gviworld.com](mailto:feedback@gviworld.com). Bushwise will then provide an off site senior manager to review the case and make a full and final decision. Bushwise will not engage with requests made by third parties unless explicitly directed in writing by you.

### **Course breaks**

During your course, you will be given a one week break every 4 weeks. During this time, you will be free to leave campus for personal travel or, where possible, return home. Bushwise is not responsible for any travel arrangements during this time nor do we bear any liability for activities that you choose to undertake that are not officially included in your Bushwise course. If you chose to stay on campus during these breaks:

- Food will not be provided and you will need to purchase and cook your own meals;
- Laundry service and room cleaning will not be available;
- Staff will not be present on campus; and
- You will be required to sign a waiver exempting Bushwise from any liability during this time.

### **Placements**

The following section applies to students who have selected the placement option with their Bushwise course. Placement is defined as an unpaid, practical internship/work experience arranged between Bushwise and another organization.

If you have booked the 50-week FGASA Professional Field Guiding course or the 50-week FGASA Field Guiding and Conservation Careers Internship, in order to pass the course and therefore qualify for a placement you must:

- be under the age of 39 at the start of your placement;
- have 1 year of manual driving experience prior to commencement in your Bushwise course and be able to demonstrate the ability to safely operate a 4x4 vehicle;
- achieve a FGASA Apprentice Field Guide theory pass rate of 75% or more on the first sitting as scheduled by Bushwise; and a FGASA Apprentice Field Guide practical assessment pass rate of 75% or more;
- achieve a Bushwise theory pass rate of 75% or more, an average practical grading rate of 75% or more and a minimum score of 75% on participant's soft skills; and
- have 100% attendance on the course.

All grades and assessments are not subject to appeal and are final.

Placements are offered at the sole discretion of Bushwise. Bushwise can refuse to provide a placement based on general performance and behaviour which will be tested through continuous assessment and performance reviews.

In the event that Bushwise does not offer you a placement for any reason, Bushwise will not provide any refund or credit and you will not qualify for the Employment Guarantee as outlined below.

While on your placement, you understand and agree that:

- you will be expected to perform a variety of duties, including, but not limited to general guiding duties, assisting in the bar, serving drinks and undertaking stock takes, housekeeping, maintenance (including fence maintenance and road clearing), reception duties, food and beverage duties;
- the standard of your placement organization, including but not limited to, the accommodation and health and safety standards, may not match those of Bushwise;
- you will be required to comply with the placement organization's rules, policies and the reasonable instructions of the placement organization's representatives, in addition to the rules already set out by Bushwise;
- you will not receive any remuneration;
- should you leave your placement early, for any reason, you will not be entitled to an alternative placement or refund and will automatically be disqualified from the Employee Guarantee outlined below;
- your placement partners and Bushwise are under no obligation to offer or provide you with employment opportunities.

You further understand and agree that:

- you will be provided with, and be required to sign a work placement agreement between you, Bushwise and the placement organization. Should you refuse to sign this agreement, you will not be able to commence your placement;

- should you decline a placement provided by Bushwise, or fail to be accepted to a placement after a personal interview, we are under no obligation to provide you with an alternative and you will not receive a refund;
- Bushwise and your placement organization are under no obligation to offer you employment following your placement;
- if you find your own placement or employment whilst on a study visa you will not be entitled to any refund and Bushwise may be legally obligated to notify immigration officials which may result in your visa being cancelled where applicable; and
- you may not contact Bushwise affiliated lodges, game parks, game reserves, tourism institutions or tourism services providers to seek placements or employment without the consent of Bushwise.

If a situation arises that limits placement opportunities for participants, due to changes in immigration regulations, the health of the tourism industry or general laws, both nationally and internationally, or for any other reason, the highest performers will be given priority for placements, at Bushwise's discretion.

## **Employment Guarantee**

In order to qualify for the employment guarantee you must have the following:

- Hold South African citizenship;
- Be between the ages of 21-39 years old upon your completion date;
- Book the 50 week, Bushwise FGASA Professional Field Guide Course a minimum of 18 months prior to the course start date;
- Complete the 50 week, Bushwise FGASA Professional Field Guide Course and placement, including any extensions to your placement, concurrently;
- Have paid your course fees in full;
- Have 100% attendance record on both your course and placement;
- Log 10 encounters and 50 guiding hours during your placement;
- Hold a valid PrDP license;
- Obtain the following FGASA recognized certificates or qualifications:
  - FGASA Field Guide national certificate, Apprentice Field Guide – NQF 2;
  - FGASA Field Guide (NQF4) knowledge;
  - FGASA Apprentice trails guide Theory;
  - CATHSSETA (Culture, Arts, Tourism, Hospitality and Sport Sector Education and Training Authority) national qualification (NQF Level 2) in Nature Guiding;
  - Firearm Proficiency SASSETA (Safety and Security Sector Education and Training Authority);
  - Unit Standard: 117705 – Knowledge of the firearm control act;
  - Unit Standard: 119651 – Handle and Use of manually operated rifle or carbine;
  - Unit standard: 123519 – Handle and use of manually operated rifle or carbine for business purpose;
  - National Level 1 & 2 First Aid Wilderness certificate;
  - National level 3, 4x4 driving qualification – Unit Standard: 254135);
  - Cybertracker Track & Sign qualification (SASSETA & CATHSSETA) level 2 or above

- Pass advanced rifle handling assessment(s).
- Obtain the following Bushwise, in-house, certificates:
  - Bushwise professional field guide course certificate (passed Bushwise Theory, Practical assessment and soft skills all scoring with 75% or above );
  - Wildlife photography workshop;
  - Bushwise birding specialist course;
  - Reptile orientation course;
  - Dangerous game experience;
  - Social media module in the Field guide & Lodge industry; and
  - Advanced Rifle Handling.

You will not qualify for the employment guarantee in the event that:

- You do not qualify for your placement as outlined above;
- You do not complete a minimum of 161 days on your placement;
- You do not disclose medical history (including mental health) on your application or are found to be medically unfit by a medical professional during your course or placement, which may impact your ability to obtain employment;
- You receive a written or verbal warning during your Bushwise course or placement; or
- You breach Bushwise's, or your placement's, code of conduct of conduct and health and safety policies.

The employment guarantee is also dependent on the health of the South African international and domestic tourism market, and as such, the employment guarantee will be null and void in the event that:

- The South African Government has issued any restrictions on international or domestic travel at any part of your course or placement;
- The latest Tourism Quarterly Performance Report, published by the Department of Tourism of the Republic of South Africa, shows a decline in foreign travellers compared to the highest level of foreign travellers reported in the same calendar months in the past 3 years;
- The South African Government issues a national state of disaster in accordance with the Disaster Management Act, 2002 at any point during your course or placement; OR
- The British Foreign, Commonwealth & Development Office (FCDO) advised against all but essential travel to South Africa at any point during your course or placement.

In the event that you meet all of the qualifications above and do not receive at least one written or verbal offer of employment ( including full-time, part-time, fixed-term or contract employment) during your placement, or 6 months following the completion of your placement, you will be entitled to:

- A refund of 50% of your paid course fees up to R90,000. The refund will be made back to the original method of payment. In the event the credit or debit card has expired, the cardholder must contact their bank on how to recover the refunded funds. Bushwise will not refund alternate accounts or individuals. All refunds can take up to 180 days to process in full.

## **Apprentice Trails Guide Course Specific Information**

The cost of the Apprentice Trails Guide Course and what's included is listed on the "Dates and Costs" tab of the program page on Bushwise's website and is subject to change without notice.

In order to confirm your place on this course, you must pay the full course fee at least 12 weeks prior to the course start date. Payments for the course are non-refundable and non-transferable.

Spaces on the Apprentice Trails Guide Course are reserved for current Bushwise students on a first come, first serve basis. Other students who meet the requirements for this course may be accepted if there are spaces available, at Bushwise's discretion.

The Apprentice Trails Guide Course will require a minimum of six students to run and can take a maximum of 8 students. In the event the course you have booked does not recruit the minimum number of students to run, you will receive a refund for your payments made towards the course in this instance only. Please see the "Cancellation & Refunds" section above for Bushwise's terms on refunds.

In order to be assessed and qualify as a Apprentice Trails Guide, you must meet the following requirements prior to your course start date:

- hold a valid FGASA level 1 qualification;
- have passed the Apprentice trails guide theory examination;
- hold a SASSETA (Safety and Security Sector Education and Training Authority) 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
- hold an advanced rifle handling (ARH) qualification.

If you do not meet the requirements above, you will not be able to qualify as an Apprentice Field Guide and will not receive a refund, but may still take part in the Course, in order to:

- gain more experience;
- log hours (if you have achieved level 1 field guide qualification); and
- gain confidence.

## **Practical Training**

What is included and excluded in the Practical Training course and its dates and costs can be found on the Nature Enthusiast Course on the "Practical training" tab.

The Practical Training, 15-week course, is only available to students who complete the following:

- achieve a pass rate of 75% or higher on both the Bushwise Nature Enthusiast FGASA Online Course and the Bushwise FGASA Field Guiding Online Course or equivalent course(s); and
- pass the FGASA NQF2 examination.

You may apply for, and confirm your booking on, the Practical Training course prior to completing the requirements above, however, in the event you do not meet the requirements by your commencement date, you will not be permitted to join the course and will not be eligible for a refund of your course fees or a transfer to another date.

You are not eligible for a placement if you complete the Practical Training course. Placements are only available to students who book the 50 week FGASA Professional Field Guiding Course.

Course fees must be paid as outlined in the “Course Fees” section above.

## **Activities outside of Bushwise**

International and domestic travel provides an opportunity for various tourist activities and experiences. We cannot bear any liability for activities that you choose to undertake that are not officially included in your Bushwise course. What is included in the course is laid out in the “What’s Included” tab on your chosen course’s page on our website. These rules apply regardless of whether we introduce or recommend a given activity or provider.

## **Program Data**

Any research, data, reports, photographs and documentation collected by you on your Bushwise course remains the property of Bushwise. Bushwise’s permission must be received before that data can be used (e.g. before you can include it in a research or scientific paper). No compensation will be provided to you for any data or research you collect.

Any course equipment provided in-country remains the property of Bushwise and must be returned in good, working order upon conclusion of your Bushwise course. In the event such equipment is lost or damaged due to negligence, you must pay for, or replace it.

## **Media**

All lectures, training material, research, data, reports, photographs and documentation relating to the Course and Bushwise, are the property of Bushwise and cannot be used or reproduced without permission. Any photographs, videos or multimedia you produce or give to Bushwise may be used in promotional or commercial materials by us. You will not be paid in any way for the material or for its use.

## **Complaints**

You should direct any in writing to [feedback@gviworld.com](mailto:feedback@gviworld.com). Bushwise will not engage with complaints made by third parties unless explicitly directed in writing by you.

Should Bushwise be unable to resolve a serious complaint, you must refer the matter to the legally binding arbitration service, Dispute Settlement Services LTD or the Arbitration Foundation of Southern African (“AFSA”), at your expense. Should we be found to be in the wrong, your reasonable costs of filing the dispute will be reimbursed by order of the arbitration body.

## **Personal Risk**

You accept that you will be subjected to various emotional, physical and psychological demands by participating on a Bushwise course or placement. You are aware and accept that the standard of living in South Africa, and the areas where Bushwise and its placements operate, including food, hygiene and accommodation, may be below the general standards of your own country or city.

You also understand 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;
- interacting with dangerous wildlife;
- working with, and around, firearms;
- 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.

You confirm and agree to all of the following:

- you understand these and other risks inherent in such a course;
- you also confirm that your participation is completely voluntary;
- you assume all risk associated with your internship/placement;
- you agree to indemnify us and those involved in delivering the placement component against any claims of any kind that arise from your participation.

These claims include those arising both directly and indirectly from your participation in the course.

## **Liability**

Bushwise will not pay financial compensation which exceeds the amount of your course fee, as outlined in your acceptance email (subject "Congratulations! What's Next?"), except in cases of death or personal injury caused by Bushwise's gross negligence.

In cases of death or personal injury caused by Bushwise's gross negligence, any liability by Bushwise and/or its employees and/or its agents is limited to the financial amount that will be paid out by the insurance policies in Bushwise's name. If no compensation is received from these policies, then any and all liability whatsoever, including without limitation, claims grounded in negligence, is hereby limited to a maximum amount of £2000.

## **Force Majeure**

We bear no liability of non-performance, delay in performance of any of our obligations under this agreement where the failure is caused by circumstances or anticipated circumstances beyond our reasonable control such as:

- Acts of God such as natural disasters or disease outbreaks etc
- War
- Acts of terrorism
- Riots or civil unrest
- Fire
- Acts or changes in sovereign law or other official government action.

Where force majeure results in cancellation of your course or placement, your course fees will remain non-refundable and you will receive a credit for the amount you have paid to use towards an alternative start date. Credit will be issued to the course participant and use of your credit will be subject to availability. Bushwise reserves the right to provide alternative courses or activities. Credit is non transferable and not redeemable for cash.

### **Application & Governing Law**

In the event of your death, the terms of this agreement will further extend to your heirs, personal representatives, successors and assigns.

South African Law shall apply to this Agreement and the parties agree to submit to the exclusive jurisdiction of the South Africa Courts.