PAYMENT AND CANCELLATION TERMS

Payment

This tour is costed in USD and that is thus the only constant price. All prices shown in other currencies are merely for your convenience and are subject to the fluctuation thereof. We do our best to update foreign currency prices regularly, but we advise that you do a calculation at the current exchange rate for an accurate price in your preferred currency.

- 1. In order to secure your spot on this tour, a deposit of \$2 500.00 is required. This deposit can be paid via wire transfer, Wise or credit card and it is non-refundable. Please note that your spot on the workshop is NOT confirmed until we have received the deposit payment.
- 2. We accept payment by conventional wire transfer or via Wise, one of the world's leading global payment services, which offers several convenient ways to pay a person or business in another country.
- 3. Full Payment must be made 60 days prior to the start of the tour. We will send out a final invoice for the full amount to remind you of the due date in safe time. If we have not received your full payment 60 days prior to the start of the tour and you did not inform us of a valid reason for a late payment, we reserve the right to consider your booking as cancelled.
- 4. All payments must be indicated in the full USD amount from your side when making a wire payment. We can only credit the final amount received in our account to your invoice.
- 5. Please note that there are a limited number of single occupation spaces available, for which an additional non-refundable single supplement of \$2 500.00 is required when booking. If sharing, we do our absolute best to pair people of the same gender, nationality and age and it is subject to discussion with both parties.
- 6. You will need to complete and sign a standard liability disclaimer in order to participate in this tour.
- 7. When booking within 60 days of the start of the tour, immediate full payment will be required to secure your spot.
- 8. If you have a valid reason for a late payment like being out of communication or waiting for investments to be cashed out, please inform us.

Travel Insurance & Flight Itinerary

- 1. You will have to take out comprehensive travel insurance and provide us with proof thereof. We require the name of the insurer, the policy nr and the emergency contact nr. This is so that we are prepared when something goes wrong.
- Cancellation insurance Obviously no one would book a trip like this and then just cancel
 for a random reason, but life throws us curve-balls when we least expect it. You would be
 surprised how many cancellations we get every year due to medical, business or family
 crises. We strongly advise that you get cancellation insurance to refund your money if bad
 luck crosses your path.
- 3. We require a copy of your full flight itinerary or e-ticket as well as your passport number. If something like an airline strike occurs on the day that you're flying out, we have travel agents who can assist with changing your tickets or booking new ones. When these situations occur, the flights on either side of the strike days fill up rapidly and we need to act quickly to make sure that your journey continues as smoothly as possible. This situation has happened to us on a Patagonia tour while we had no telecomms, but our agents were able to handle it thanks to good preparation. The chances of this happening are small, but we like to be prepared for it if it ever does.

Refunds & Cancellations

What happens to my deposit if I need to cancel my participation on a tour?

Non-refundable deposit policies are a key part of the tourism industry as they prevent tourists from cancelling at the last minute and leaving the supply chain with unrecoverable costs. We need to communicate this clearly from the outset in order to protect ourselves and the remaining participants by ensuring the trips are run efficiently and not cancelled due to too many participants dropping out.

That being said, we will always do our best to return any remaining value to clients who have to cancel for unforeseen reasons. There are however many costs involved in accepting a booking and also cancelling and refunding it, which means that we cannot return 100% of your deposit.

Costs of Accepting, cancelling and refunding a Booking

- 1. Processing an international deposit payment (paperwork, forex fees & Commission)
- 2. Administration of answering all questions to confirm booking
- 3. Administration of confirming booking with supply chain
- 4. Administration of cancelling booking with supply chain
- 5. Processing an international refund payment (paperwork, forex fees & commission)
- 6. Administration of advertising and rebooking the new place and accepting their payment (repeat of steps 1,2,3)

Booking a tour participant, then cancelling and refunding them and subsequently replacing them with someone else consumes 7-12 work hours. International payments account for at least 10% of

the deposit value in fees and brokerage. We hope this helps you understand why there is a substantial cancellation penalty.

Cancellation Policy

Firstly, In order for any refund to happen, we have to find someone to take your spot on the tour. If we cannot a find a substitute, then we cannot offer any refund.

- 1. Cancellation more than 6 months/180 days before departure 70% refund of deposit or 100% credit for future tours.
- 2. Cancellation 3-6 months/90-179 days before departure 50% refund of deposit or 100% credit
- 3. Cancellation within 90 days of departure zero refund

If you paid by card, there will be an additional 5% penalty.

Within 90 days of departure, we are already deep into the tour preparations with the participants. Cancellations at this point are extremely hard to fill as prospective participants have little time to organize their lives and flights etc. in order to attend the workshop which results not only in our suppliers being unable to refund us any of our own costs, but also the loss of income from the unfilled spot.

Refund Timeline

Processing a refund takes time due to all the admin involved and the nature of our work - we spend several months per year out of office guiding tours and we are often away from our desks for weeks, followed by very busy catch-up periods afterward.

- 1. Step one to processing a cancellation is finding a substitute. This normally takes at least 1-2 weeks.
- 2. It then takes another 1-2 weeks until we have received the substitute's deposit, which serves as confirmation that we've successfully booked a substitute to offset your cancellation.
- 3. We will then reach out to you to confirm that we can refund you, requesting your bank details. Your refund will be processed within 7 days of receiving your bank details, IF, the person responsible is not travelling.

The average timeline for a refund is 4-6 weeks, sometimes longer, but we always try to get it done ASAP.

Comprehensive Travel & Cancellation Insurance

We strongly recommend that you purchase good travel & cancellation insurance, which will give you a full refund if you cancel for a valid reason. Bad luck always crosses one's path at the worst possible time and we have zero control over it. Protect yourself against coincidence and bad luck.

Cancellation of Tour

We reserve the full right to cancel the tour if it is necessary or advisable due to events such as outbreak of conflict, government intervention, expiry of concessions or access right or insufficient booking numbers being available. The operation of the tour is at the sole discretion of HM Landscape Photography (PTY) LTD, having in mind the welfare of all participants and the safe and

prudent operation of the itinerary and program. In such a case all monies paid by participants for the tour, in holding by HM Landscape Photography (PTY) LTD, will be refunded to the participants. This excludes deposits or full payments made to 3rd parties involved in the tour like lodges, charter companies or travel agents.

TERMS AND CONDITIONS

The client who signifies his acceptance of a booking does so on behalf of himself and persons under his authority, which means that all are bound by the terms and conditions of HM Landscape Photography (Pty) Ltd as if they had made the application themselves.

HM Landscape Photography (Pty) Ltd

HM Landscape Photography (PTY) LTD (henceforth referred to as HM Landscape Photography) is a company registered in South Africa with sole director Hougaard Malan. HM Landscape Photography in conjunction with Kuntur Expeditions will assist guide participants on the tour advertised in this document.

1. Payment Terms

- This tour will start on the 2nd of April 2024 and the all-inclusive cost is \$ 11 995.00 per person sharing.
- This tour is costed in USD and that is thus the only fixed price.
- As stipulated in the payment and cancellation terms, a non-refundable deposit of \$2 500.00 is payable when booking.
- A final payment of \$9 495.00 will be payable 60 days prior to the start of the tour, 2 February 2024.
- There are a limited number of single occupation spots available and this requires a single supplement of \$2 500.00, payable when booking.

2. Included in the Tour

- Two persons per room (i.e. shared double occupancy), unless single supplement option is exercised and secured at the time of payment of deposit.
- Ground Transport for the entire duration of the tour.
- All tourism taxes and park entry fees.
- All meals commencing with dinner on 2 April 2024 and finishing with breakfast on 15 April 2024.
- One non-alcoholic beverage per meal
- All accommodation/lodging costs.
- Continuous assistance with your photography and image processing by the guide.
- The services of a highly experienced local guide and driver.
- Two highly experienced tour leaders with great knowledge and experience of landscape photography.

3. Not Included in the Tour

- Airfare to and from Patagonia.
- Travel Insurance
- Non-meal-time snacks and all meal time drinks.
- Optional activities not specified above.
- Travel visas and associated costs, if applicable
- Expenses of a personal nature, not specifically included above.
- Credit card surcharges
- Guarantee of any specific weather conditions.

4. Travel Insurance Is Compulsory

Due to the remote destinations visited for this photo tour, participants are required to purchase emergency evacuation insurance coverage at their expense. To emphasize, emergency evacuation insurance is MANDATORY for this photo tour.

If you are unsure about where to purchase this cover, most general insurers, banks and travel agencies sell travel insurance. A lot of banks offer it complimentary when using your credit card to purchase plane tickets. Simply contact your insurance broker or bank to find out more.

If you pay for this photo tour or your airfare using your credit card and you opt to use the general travel insurance associated with major credit cards, we urge you to check that this cover provides fully for emergency evacuation. Also, please ensure that all pre-existing medical conditions, if any, are made known to the insurance underwriter at the time of application for your insurance for this photo safari. These precautions will avoid any delays in the event that an emergency evacuation or other medical services are called upon, under your policy. We recommend you disclose your participation in this photo tour to your insurer.

5. Health Considerations

This photo tour is designed to be within the capabilities of average people in good health. Some of the time participants may be required to walk over uneven terrain or trails, stepping into and out of high safari type vehicles and occasionally hiking. All with a load of sometimes heavy camera equipment. If you have concerns about your own capabilities and/or fitness as it relates to this photo tour, please contact us to clarify any uncertainties.

By paying the initial non-refundable deposit, you warrant that, to the best of your knowledge you do not have any physical or other disability that would create a risk for you or other participants.

HM Landscape Photography assumes no responsibility for medical care. We will advise the lodges/ hotels of any dietary requirements or restrictions for individual participants, if sufficient notice is provided, but we do not assume responsibility for the delivery of such special dietary requirements.

If you sustain an injury or become ill on the photo tour, HM Landscape Photography reserves the right to continue the photo tour for the benefit of other participants. HM Landscape Photography will make every effort to assist you while at the same time trying to minimize interruption to the photo tour.

HM Landscape Photography reserves the absolute discretion, in the event of behaviour detrimental to other participants, to decline any person's participation at any time during the

photo tour and cancel that person's participation in the photo tour, in which case any refund will be on a recoverable cost basis only.

6. Responsibility

HM Landscape Photography and/or its agents act only as agents for the participants in this photo tour, in regard to travel arrangements including, but not limited to, day tours, photography, sightseeing, meals, lodging and transportation, whether by railroad, vehicle, motor coach, boat, ship or aircraft. To the fullest extent permitted by law, HM Landscape Photography and/or its agents, disclaim liability for injury, damage, loss, or delay which may be occasioned by reason of a defect in any vehicle or for any other reason whatsoever, or through the acts or default of any company or person engaged in conveying the participant or in carrying out the arrangements of the photo tour.

HM Landscape Photography and/or its agents accepts no responsibility for losses or additional expenses due to delay or other changes in air or other services, sickness, weather, strike, war, quarantine or other causes.

All such losses or expenses are borne by the participant, as the photo tour costs provide for arrangements only for the times and locations stated. Baggage, including photographic equipment is at the participant's risk entirely, and as an insurable risk.

Reasonable care has been taken to compile the information in this and the other documents pertaining to this photo tour, but circumstances change. For example, airline schedule changes, airline fuel charges, taxes and operational costs are subject to change. HM Landscape Photography and/or its agents are not responsible for changes that occur and reserve the right to change the price of the photo tour up to the date of commencement.

The right is reserved by HM Landscape Photography to (i) substitute hotels/lodges/tents/camps of similar category for those indicated and to make any changes in the itinerary or transport where deemed necessary or caused by changes in schedules or equipment substitution; (ii) cancel the photo tour prior to departure, in which case a refund as explained above (Cancellation of Tour) will be given. However, in such event HM Landscape Photography and/or its agents will not be responsible for any other trip preparation expenses such as penalized or non-refundable air tickets, visa fees and medical related expenses); (iii) substitute photo tour leader(s) for the leader(s) originally specified, in which case the substitution is not a basis for participant cancellation or refund, and (iv) accept or refuse any person as a participant in the photo tour.

7. Liability

HM Landscape Photography does not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers. To the fullest extent permitted by law, HM Landscape Photography disclaims liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by force majeure or any other event which is not preventable by reasonable diligence on the part of HM Landscape Photography.