



EXPLORE SIDEWAYS

For the Discerning & the Curious

Terms & Conditions

Payment Terms

- We require a 30% deposit to confirm a booking.
- No reservations, services or experiences shall be considered confirmed until Explore Sideways has received the required deposit.
- All services remain subject to availability until confirmation and payment have been received.
- Quoted rates remain subject to change until the booking has been confirmed and the required deposit has been received.
- Unless otherwise specified, the balance amount is payable 30 days before the experience commencement date.
- Should a reservation be confirmed within 30 days of arrival, the full amount will be due immediately.

Peak Season Bookings

Due to high demand, limited supplier availability, and stricter supplier payment policies during the peak travel season, all bookings travelling between 15 December and 31 January shall require full payment 60 days before the experience's commencement date.

Explore Sideways reserves the right to cancel or release any unconfirmed services, accommodations, guides, transportation, or experiences if full payment is not received within the required timeframe.

Certain accommodation providers, private villas, aviation partners, lodges and third-party suppliers may enforce stricter deposit, payment, amendment or cancellation terms than those outlined herein.

In such instances, the applicable supplier terms shall override the standard Explore Sideways Terms & Conditions, and any associated costs or penalties shall remain payable by the Guest/Agent.

Specific supplier terms will be communicated where applicable and shall be deemed accepted upon confirmation of the booking.

Rates & Surcharges

Rates are based on tariffs, fuel prices, levies, taxes and exchange rates applicable at the time of quoting.

While Explore Sideways will always endeavour to honour quoted rates wherever possible, we reserve the right to adjust pricing should there be any significant increases in:

- fuel costs,
- park fees,
- government taxes or levies,
- aviation-related charges,
- supplier rates,
- exchange rate fluctuations,
- or any other external costs beyond our reasonable control.

Any such increases will be communicated as soon as reasonably possible.

For confirmed bookings, Explore Sideways will make every reasonable effort to absorb increases where possible; however, certain substantial or unforeseen increases may need to be passed on to the guest/agent.

Cancellations

Curated & Bespoke Experiences

In the event of cancellation, the Guest/Agent must immediately notify Explore Sideways in writing. The cancellation date shall be deemed to be the date on which Explore Sideways receives such written notice.

Due to the bespoke nature of our itineraries and the significant planning, coordination and supplier engagement involved, cancellation fees apply from the time of confirmation.

The following cancellation fees shall apply:

- 365+ days before travel:
Full refund less a 10% administrative and itinerary planning fee, as well as any applicable bank charges or non-refundable supplier costs incurred.
- 364 – 31 days before travel:
30% cancellation fee
- 30 days or less before travel:
100% cancellation fee

Any postponement, date change or material amendment requested after confirmation may be treated as a cancellation and rebooking at the discretion of Explore Sideways and/or the relevant third-party supplier.

Applicable cancellation or amendment fees may therefore apply.

No-shows and unused services are non-refundable.

Certain accommodation providers, private villas, aviation partners, restaurants, guides and third-party suppliers may enforce stricter cancellation terms, particularly during festive or peak travel periods. In such instances, the applicable supplier cancellation terms shall override the standard Explore Sideways cancellation policy, and any irrecoverable costs incurred will remain payable by the Guest/Agent.

Specific supplier cancellation, payment, and amendment terms will be communicated, where applicable, and shall be deemed accepted upon confirmation of the booking.

Where Explore Sideways has already incurred non-refundable supplier costs, deposits or commitments on behalf of the Guest/Agent, such costs shall remain payable irrespective of the standard cancellation terms outlined above.

Travel Insurance

Guests are advised to procure suitable insurance covering cancellation and agree to purchase comprehensive travel insurance, including comprehensive cancellation cover and, where available, "Cancel for Any Reason" cover, at the time of booking.

The Guest/Agent acknowledges that without adequate travel insurance, they will remain responsible for any cancellation fees, re-routing costs, postponement fees, medical emergencies or other unforeseen costs that may arise.

The Guest/Agent agrees that in the event of failing to purchase adequate insurance cover, they shall not hold Explore Sideways liable for any associated loss, harm, damages or expenses incurred.

Guest Responsibilities

Guests are responsible for ensuring that all personal travel documentation, medical and dietary requirements, visas, passports, insurance, and arrival details are correct and communicated in advance, where relevant.

Explore Sideways shall not be liable for any costs, disruptions or losses resulting from:

- incomplete or incorrect guest information,
- missed flights,
- delayed arrivals,
- inadequate travel documentation,
- undisclosed medical conditions,
- or failure to follow reasonable experience instructions.

Health & Fitness

Guests acknowledge that certain experiences may involve physical activity, uneven terrain, remote locations, marine environments, aviation travel or other elements that may carry inherent risks.

Guests are responsible for ensuring they are medically fit and physically able to participate in booked experiences.

Any medical conditions, mobility concerns, allergies or special requirements that may affect participation must be disclosed to Explore Sideways before travel.

Explore Sideways reserves the right to decline participation in any activity reasonably, should it be deemed unsafe for the Guest or others involved.

Right to Refuse Participation

Explore Sideways and its suppliers reserve the right to refuse participation in, or terminate, any experience or service where a Guest's behaviour is deemed unsafe, abusive, intoxicated, unlawful, disruptive or likely to negatively impact the safety, well-being, or experience of staff, suppliers or fellow Guests.

In such instances, no refund or compensation shall be due.

No Shows

"No Shows" will be charged 100% of the quoted experience price.

If a Guest is not available to start an experience on time, Explore Sideways or the Operator will attempt to contact the Guest using the email address provided at the time of booking. If a Guest is not contactable or thereafter unavailable to start an experience within 30 minutes of the scheduled start time, the Guest's experience will be cancelled, no refund will be due to the Guest, and all fees will be retained as liquidated damages. Exceptions to this policy may be considered in certain circumstances, but Operators will be free to exercise their discretion as they see fit.

Weather Conditions

Guests bear the sole risk that scheduled experiences may be affected by inclement or extreme weather conditions, such as rain, wind, or extreme heat. Under no circumstances can Explore Sideways, any Operator, or any Venue be held responsible for weather conditions. No booking can be cancelled or amended by Guests at any time due to weather conditions. Neither Explore Sideways nor any Operator shall be liable for weather conditions that may affect the delivery and implementation of a planned itinerary.

Force Majeure

Explore Sideways shall not be held liable for any delay, disruption, cancellation, amendment or failure in the performance of any services resulting from circumstances beyond our reasonable control.

Such circumstances may include, but are not limited to:

- acts of God,
- adverse weather conditions,
- natural disasters,
- pandemics or epidemics,
- political unrest,
- riots,
- strikes,
- government restrictions,
- aviation disruptions,
- supplier insolvency,
- road closures,
- power outages,
- or any other unforeseen external event.

In such circumstances, Explore Sideways reserves the right to reasonably amend itineraries, substitute services, alter routing, postpone experiences or recover any irrecoverable costs incurred from third-party suppliers.

Where possible, reasonable alternatives or solutions will always be explored in good faith.

Rescheduling

In some cases, and subject to Operator availability, it may be possible to reschedule an experience with sufficient advance notice; neither Explore Sideways nor an Operator shall be bound to reschedule any experience, notwithstanding the amount of advance notice given. Experiences are always subject to the Operator's availability. Please contact us if you would like to reschedule. If the Operator is unable to reschedule, these standard terms and conditions shall apply.

Booking Amendments

Any amendments, postponements, or changes requested after booking confirmation may incur administrative fees, supplier amendment fees, or additional costs, depending on the nature of the requested change.

Whilst Explore Sideways will always endeavour to accommodate reasonable amendment requests, no amendments can be guaranteed, and all changes remain subject to supplier availability and applicable third-party terms and conditions.

Itinerary Amendments & Operational Flexibility

While every effort will be made to operate itineraries exactly as confirmed, Explore Sideways reserves the right to reasonably amend, substitute or alter any

aspect of an itinerary where necessary due to operational requirements, supplier availability, weather conditions, safety considerations or circumstances beyond our control.

This may include:

- changes to timings,
- guide substitutions,
- alternative venues,
- modified routing,
- adjusted activities,
- alternative vehicles,
- or similar operational adjustments.

Any substituted services will, where reasonably possible, be of a similar standard and experience level.

Refunds and Exclusion of Liability

Explore Sideways shall not be liable for any failure by the Guest to read the booking confirmation email, whether resulting from providing an incorrect email address, inability to access the Internet, or any other reason.

Where a booking is made on behalf of any other person, the person making the booking warrants that they have all necessary permission and authority to do so and to accept these terms and conditions on behalf of that person. The person making the booking indemnifies Explore Sideways against any claims that may arise out of, or pertain in any way to, the booking or the acts or omissions of any Guest participating in the experience.

Explore Sideways arranges and curates experiences, transportation, accommodation, activities and services through carefully selected independent third-party suppliers, operators and venues.

While every reasonable care is taken in selecting reputable partners and suppliers, Explore Sideways shall not be held liable for any loss, injury, damage, delay, inconvenience, accident, omission or irregularity arising from:

- the acts or omissions of any third-party supplier, operator or venue;
- supplier delays, cancellations or operational failures;
- airline or aviation disruptions;
- road closures, traffic delays or transport interruptions;
- supplier insolvency or business failure;
- weather-related interruptions;
- force majeure events;
- or any circumstances beyond the reasonable control of Explore Sideways.

All third-party services remain subject to the terms and conditions of the relevant supplier or operator.

Explore Sideways shall have no liability to any Guest, or to any person on whose behalf a booking is made, for any claims arising out of or relating to:

- the use or unavailability of the Explore Sideways website, booking or communication systems;
- the performance or non-performance of any third-party services;
- missed flights, missed connections or changes to travel schedules;
- loss of enjoyment;
- personal injury;
- theft, loss or damage to personal belongings;
- delays, substitutions or amendments to itineraries;
- or any indirect or consequential loss whatsoever.

Where operationally necessary, Explore Sideways reserves the right to reasonably amend itineraries, substitute services, alter routing, adjust timings or replace suppliers with alternatives of a similar standard and experience level.

Should a Guest have a dispute with any third-party supplier or Operator that is not resolved by the Refunds & Cancellation Policy, Explore Sideways may, at its discretion, assist in facilitating communication or resolution, but shall have no obligation to do so.

Without derogating from any other provision contained within these Terms & Conditions, Explore Sideways' maximum liability for any claim arising out of or relating to a booking, experience, or itinerary shall not exceed the amount actually received by Explore Sideways for the affected service.

Explore Sideways is authorised to manage the refund process on behalf of Guests and to recover any funds held by third-party Operators or suppliers that may be due in terms of the applicable cancellation or refund policies.

Governing Law & Jurisdiction

These Terms & Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Any disputes arising out of or relating to these Terms & Conditions, any booking or any experience provided by Explore Sideways shall be subject to the exclusive jurisdiction of the South African courts.