



RETREAT TERMS AND CONDITIONS

1. Booking Your Holiday

By booking a spot at our retreat you acknowledge that you have read, understood and agreed to be bound by these terms. When a booking form has been submitted from our booking page, you will hear from us by email within 48 hours with further details. The booking is binding when the online booking form has been submitted by you. Our preferred method of payment is through our payment online system Tab, which applies a customer service fee on top of the retreat price. Upon payment you'll receive an email from Tab as a receipt of payment. If you make a booking on behalf of any other participant(s), you guarantee that you have the authority to accept and do accept these terms on behalf of the other participants in your party. By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your booking, notifying Salty Jackal if any changes or cancellations are required and keeping your party informed. Please note that for each person booked a separate online booking form will have to be submitted. Anyone under the age of 18 on the date of travel is considered to be a minor and cannot participate in our retreats.

Booking & payment procedure:

Retreat start date is 27 Jan 2025 - online bookings close 25 Nov 2024. The booking confirmation payment required to confirm a spot in the retreat is 50% of the total retreat price per person. The balance of full payment is then due 75 days prior to the retreat start date. Bookings made within 75 days of the retreat start date need to be paid in full to secure the booking. We have the right to cancel the booking and retain the deposit if full payment has not been made, latest by 25 Nov 2024. No booking will be considered definite, or contract made until a deposit is received, accepted by us and a confirmation/invoice issued.

2. Amendments & Cancellations by You

The Participant's cancellation of the Retreat must be done in writing by email, and we will refund the amount within 2 weeks from the cancellation date. The date on which Salty Jackal receives the cancellation will be crucial for the amount of the refund / the Participant's payment responsibilities. If you wish to change any details of the retreat (e.g. accommodation type, optional add-ons) we will do our best to help, however there will be an Amendment fee of 15 % of total retreat price per person will be charged. If you wish to cancel your retreat entirely, the following cancellation charges will be applied from the day on which written request of cancellation is received by us:

Cancellation policy

Amount of cancellation charge (shown as a % of total retreat price)

- Cancellation before booking cutoff date (25 Nov 2024) - 25% cancellation fee

- Cancellation between 63 days and 35 days before retreat start date - 75% cancellation fee
- Cancellation less than 35 days before retreat start - 100% cancellation fee

There will be no refund if the Participant chooses to cancel a Retreat after it has commenced. No booking should be considered canceled until you have received confirmation from us in writing confirming cancellation and applicable cancellation charges. The nature of the set itinerary offered by Salty Jackal works on the basis of a minimum 6 person booked. Should the minimum of 6 persons not be reached by the booking cut-off date on 25 Nov 2024, the retreat will be canceled and all monies paid will be returned to the participants in full within 14 days of Salty Jackal canceling the retreat.

3. Amendments & Cancellations by Us

Due to the nature of the roads, weather conditions and accommodation in Namibia, we reserve the right to make minor changes (eg. places of accommodation, route changes) to the itinerary without notification to you as long as changes offered are of equal or similar standard/value. We must reserve the right to cancel a safari. Should we have to cancel for some reason other than failure to pay on your part we will offer you a full refund of monies paid to us. Very rarely, we may be forced to curtail your holiday after departure where a force majeure situation (such as those described in clause 4) arises. In this situation, we regret that we cannot make any refunds, pay any compensation or be responsible for any costs or expenses incurred by you as a result.

4. "Force Majeure"

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reasons or circumstances amounting to force majeure. This includes any event which we the supplier of the service(s) in question could not, even with all due care, foresee or avoid such as, for example, war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, adverse weather conditions, fire, border closures due to a world pandemic and all similar events. Salty Jackal does not offer or sell flights, and is therefore not obliged to refund their packages if there is a flight cancellation that leads to the customer being hindered from arriving in time, and in such cases this must be taken up with the participants' individual travel insurance.

5. Your Responsibilities

Under terms of this contract, all participants are required to purchase suitable travel insurance on payment of the deposit. This must include the costs of medical assistance, including repatriation, flight cancellation and activities such as surfing and yoga. The Activities that are hosted by Salty Jackal includes a certain risk (even with the presence of instructors/guides), and it is the Participant's own responsibility to make sure their insurance covers injuries



caused by the activities we offer. The Participant is responsible for booking flights and / or other transport to the destination. It is also the responsibility of the participant(s) to ensure that they are in possession of a current passport with at least 6 months validity and all other documents required for your travel to and stay at the retreat (eg. valid visa). The company will not be liable if you fail to do so and you will be responsible for meeting any additional costs incurred by reason of such failure.

6. Overseas Standards Expectations

We ask you to note that standards in certain restaurants, bars and accommodation houses on tour are often quite different to those accepted as the "norm" in first world countries such as the USA, Europe and Australia, especially in third world countries. Do not expect first world USA/European/Australian standards overseas. Expect the relative 'norm' found at your country of destination, often best explained in the many good travel guides at bookshops or online. There can be no monetary compensation in the case of such scenarios or disappointments. Namibia is a dry, sandy country with a lot of unpaved, i.e. gravel roads and accommodations in the heart of nature. It is therefore inevitable that dust is present during transport, guided safaris and other outdoor activities or catering - natural dust is not considered to be dirt.

7. If You Have a Problem

If you are unhappy with any aspect of the Company's arrangements while you are on the retreat, you must address the problem with the Company's representative, so that it may be corrected during the retreat. If the problem cannot be resolved during the retreat, you should send the full details by email to Salty Jackal at iris@saltyjackal.com to be received within 15 days of the completion of your retreat. It is unreasonable to take NO action during the retreat and then write a complaint upon return. In all such cases no complaint will be entertained.

8. Participation in activities

Please note that sometimes Salty Jackal only acts as an intermediary and does not organize or perform the Activities offered at the destination. Activities may be organized and performed by an affiliate or subcontractor to Salty Jackal. If the Activity is not organized by Salty Jackal, Salty Jackal is not responsible for the performance of the Activity. Different terms, regulations or laws may apply to an Activity not performed by Salty Jackal and the relationship between the Participant and the party responsible for the Activity. If the Activity is not performed by Salty Jackal, the Participant can request information from Salty Jackal on who the responsible party is. If the Participant has questions, requests or complaints regarding the performance of the Activity the party responsible for the Activity should be contacted directly. Participants participate in all Activities on their own risk and are responsible for assessing whether a Retreat and/or activity is suitable for them or not. Participants should consult a physician to confirm their fitness for travel and participation in any planned Activities. Salty Jackal does not provide medical advice. It is the Participants responsibility to assess the risks and requirements of each aspect of the Retreat and Activity based on their unique circumstances, limitations, fitness level and medical

requirements. As surfing involves the use and enjoyment of forces of nature which by definition cannot be controlled, Salty Jackal is not responsible for wind, wave and other weather conditions during the retreat, and will have the right to cancel surf sessions/other guided tours, if wind and weather conditions make it impossible or unsafe to run sessions as planned. Instructors and guides working for Salty Jackal will have the full right to make decisions about whether the conditions are appropriate or not for surf sessions and whether they match abilities of participants, and will also do their best to reschedule any missing sessions(s) to another time during the retreat. Participants cannot claim a refund because of any weather conditions hindering safe surf sessions /other activities.

9. Limitation of liability

Without limiting any other provision of these Terms, to the fullest extent permitted by law, Salty Jackal shall not be responsible or assume any liability to any Participant for: (a) any injury, damage, loss or delay affecting any person or property not arising from Salty Jackal's own negligence or breach; (b) any loss, damage, cost, expense or delay suffered or incurred due to circumstances beyond our reasonable control, including but not limited to: actions of third parties, force majeure events, a failure by the Participant to comply with any of his or her obligations hereunder, a failure by the Participant to possess, obtain or maintain any travel documentation required for the Retreat (e.g. health certificates, visas, valid passports, etc.), a failure by the Participant to follow reasonable instructions, including but not limited to complying with specified check-in and check-out and/or meeting places and times. To the fullest extent permitted by law, our maximum liability to any Participant for any loss, damage, cost and/or expense shall in no event exceed the amount of the Retreat fare paid to and received by us in respect of such Participant.

10. Marketing material

The Participant agrees to be shown in photos and other marketing material used by Salty Jackal to promote their services, taken on the time of the retreat. If this is not accepted by the participant, a written notice needs to be given to iris@saltyjackal.com before the end of the retreat.

11. Behaviour

We reserve the right, in our absolute discretion, to terminate without notice the retreat arrangements of any client whose behaviour is such that it is likely, in our opinion, to cause distress, damage, danger or annoyance to our other participants, employees, general public including local surfers, property including vehicles and surf gear, any third party, to the animals or to themselves, or breaking any local laws (e.g. illegal drug use). If you are prevented from travelling because, in the opinion of any person in authority you appear to be unfit to travel or likely to cause discomfort or disturbance to other participants our responsibility for your retreat thereupon ceases. Full cancellation charges will apply and we will be under no obligation whatsoever for any refund, compensation or costs you may incur.