

AFRICAN GOOD SAFARI LTD.

Notification of Terms & Conditions Applicable to Reservations, Bookings, Payments, Travel Arrangements, Promotional & Advertising Activities - Publications.

GENERAL. (Please ask us for and read our Customer Reminder and Advice Notes)

Where a group tour is booked on a single booking form, or multiple booking forms with a common group reference or identity, a copy will be given to the group leader or to any member of the group effecting payment for and on behalf of the group, who hereby agrees to copy and disseminate immediately, the booking form, itinerary or any other documentation we will issue to a group, to all other persons in that group, including this notification of Terms & Conditions all the terms and conditions herein contained, to all other members of the group.

Each member of the group, or non-group customer, by signing the booking form individually agrees to and accepts these Terms and Conditions.

A contract between us and the customer is formed when the booking form is signed by both the customer and us, and payment is made to us of either the deposit (or the full amount where applicable). This payment becomes immediately due and payable on signature by all customers in the group.

CLIENT RESPONSIBILITY & UNDERTAKINGS, SAFARI & TOUR EXCLUSIONS.

Our Safari Client/s or customer/s, (hereinafter referred to as "client") undertake to and understand that they are responsible for making their own travel arrangements to ensure they arrive at the safari place of commencement on the day and at the time their safari commences, or the day prior if necessary, in order to be in time to be collected for their first scheduled and planned transport or transfer which may be by either vehicle, air or boat, & which place, date and time will be stated on our booking form & itinerary.

All accommodation arrangements, transport, meals and other facilities which may be required by our clients, if they have to arrive in a country for the above-mentioned reason, and on the above-mentioned prior date, shall for the expense and responsibility of our clients to pay for and arrange.

N.B. Travelers required to overnight at any accommodation, both before the beginning and after the end of the safari or tour, in order for them to be able to be at their safari commencement place in time, or to overnight after the safari end date, in order for them to catch flights home the following day, are required to do so at their own expense and arrangement, including all meal and transfer costs, unless they specifically & IN WRITING ask us to make these arrangements.

Where we can and agree to do so, these items will be added, i.e. the prices of accommodation, meals and transfers to their safari price, and effectively increase their safari duration and total price.

Our prices do not include any air sea or land transportation required to arrive at your safari place of commencement, and also do not include any air sea or land transportation required after your safari date and time of termination.

All services begin and end on safari commencing and termination dates and times.

Such arrangements shall include ensuring that clients establish and obtain any visas they require, travel insurance cover for the entire trip from the moment they pay their deposit or purchase airfares or other transport arrangements, whichever comes first, obtain all necessary vaccinations or inoculations, and consider all advised ones, as well as taking the necessary medications required for travelling in areas where malaria is known to or may be prone to exist.

It is suggested that those travelling with prescription medicines carry a copy of their prescriptions with them and a repeat prescription if necessary, in the event they lose any essential medicines and require to obtain them once abroad.

Clients agree to ensure that they also do the following:

- Make sure that your passport is valid for at least 6 months after your planned return date, & that it has at least 3 blank visa pages.
- Be aware that Cholera, Yellow Fever and Malaria, inter-alia are risks which may exist in certain countries or in particular areas
- Check their Government travel warnings for foreign travel and foreign health and disease warnings.
- Carry enough cash to pay for your bar account on checkout, to put in a tip box, and to pay for your laundry bill, as well as for any taxis you may take or meals or incidentals you may have or want to pay for.
- Please note there are no credit card facilities at many camps or lodges, and US\$ bills dated before 1996 cannot be accepted in Tanzania

The following are also brought to your attention as part of our terms and conditions:

The price quoted for any tailor made safari, will be valid for one month only, but still subject to increase during this period, where any cost component of a safari tour has been increased by any provider and/or supplier, including any increase due to foreign currency rates of exchange, and park, game reserve and other wildlife area entrance fee or charges, or fuel surcharges.

Prices exclude tips, items of a personal nature, alcoholic or other beverages, and any passport, visa, inoculation or other health costs, meals not specified, airport and departure taxes, and entrance fees and costs to National Parks, Game Reserves, Private Nature Reserves and any other designated wildlife protection areas, unless specifically stated and itemized on your booking form and itinerary and safari brochure, and schedule as included items.

Travelers should carry sufficient cash available to pay these entrance fees and charges, when not included, which are currently a one-off cost of between the equivalent of \$10- 75- per person, either charged per day or per visit.

Where these entrance fees and charges may be pre-paid by arrangement and so reflected in your safari price, booking form and itinerary, all customers will have to pay any increases in such costs if the responsible authorities decide to increase costs and fees even after your deposit and / or final payment.

BOOKINGS & RESERVATIONS, PRICING & PAYMENTS, CANCELLATIONS & REFUNDS.

All price & quotes are on a per-person per day sharing basis unless specifically stated & quoted in writing. Single supplement surcharges will apply unless specifically stated as mentioned above.

All clients are required to:

1. Pay a Deposit - a minimum non-refundable deposit is required, of 33.33 %, plus internal flight costs for flights during the safari tour duration, in order to confirm your safari arrangements.

2. Your final payment will be due 65 days prior to your departure. Payment of a deposit indicates acceptance of our safari booking terms and conditions. Methods of payment are detailed below.

N.B. After deposit, all revisions and changes requested are subject to a \$75.00 per person and \$200- per group booking, fee, & must be paid immediately upon request to do so, and before any revisions or changes are attempted, which are understood are subject to availability and will attract increased costs and a higher safari price due to upgrades of any nature, seasonal changes, increased transport costs, or any other factor that will cause an increase in the supply of services and products from our suppliers.

Complete fully, sign by all tour members, and return our **Booking Form** along with your deposit.

A booking may only be secured by completion of this booking form, and payment of the above-mentioned non-refundable deposit of the total price of the safari.

Completion and submission of our booking form, as well as payment of our required deposit, signifies acceptance of all our terms & conditions, and is required before we can confirm your arrangements, confirm your reservations and request a fixed booking. Fixed bookings, in order to remain fixed, require payment by the due date.

Your fully completed form will contain key information required by us to ensure a properly documented & smooth safari, as the required information provided, inter-alia, passport names (often different from the name you normally use), dietary requirements, emergency contact information, and insurance and coverage details.

All reservations made 30 days or less prior to departure will be charged a \$75.00 per person or \$200- per group Special Handling Fee to cover costs associated with expedited processing of the booking.

PLEASE NOTE: We reserve the right to re-invoice clients in case of an error, including a typographical, clerical, transpositional or arithmetical error made on any documentation we issue showing any pricing including on quotes, invoices, receipts, booking forms or any other documentation, both before or after the safari tour commences, with any additional amount owing to us to be paid immediately. We are covered in all such instances by the use of our E & OE wording on our website, terms and conditions, and other documentation, and our clients agree that we will not in any way be disadvantaged by any shortfall paid to us, calculated by any differences in any safari's advertised or quoted price and any documentation issued by us bearing any errors or omissions.

Prices quoted for any and all tailor-made safaris are only valid for 30 days, but will still be subject to certain increased costs and prices which may come into effect during this 30 day period, and only for the specific season mentioned, after which they are subject to re-quote and re-pricing by our suppliers. Irrespective, any change in fees and charges for National Park, Game Reserve and other wildlife area entry and use, will be for the cost of the client and will be added to any quote or any price charged for any safari, before the safari start date.

Methods of Payment.

Payment can be made by cheque payable to African Good Safari Ltd, or direct deposit / online transfer, to our bank account.

When paying by direct deposit, online transfer, please send us payment advice and evidence, as soon as payment has been made.

Account Name: African Good Safari Ltd, Bank: (to be informed to customer) BSB & Account Number: (to be informed to customer) :

Credit Cards –As of now we do not accept payment by credit card.

When however we may do so, we reserve the right to charge an additional administration fee that is at least equal to that fee imposed upon us by a credit card company at the following approximate %'s of the total price of your safari (subject to change)
 American Express - %, Diners - %, Visa/MasterCard/Bankcard - %

Final Monies.

The date for payment of final monies will be indicated on your booking form and these terms and conditions, which are currently 65 days prior to your safari commencement date, but may change subject to supplier, market or other commercial forces or requirements.

If final monies are not received on the due date, we will treat the booking as cancelled and apply the appropriate cancellation charges set out below, or those set out by our suppliers, whichever amount is greater.

Prices & Exchange Rates.

Our safari tours are priced according to an approximate, indicative and prevailing rate of exchange at a particular month of the year in which the safari was priced, and as such is an approximate indication of the price of any safari as at that date, which price may increase with an increase in the rate of exchange, and where final prices will be calculated at the prevailing rate of exchange as quoted to us by our bankers on the day. The aforementioned is necessary as our suppliers quote us in foreign currencies, we are UK based and transact in Sterling, and our customers may pay from the UK or other countries.

Itinerary Changes after Confirmation.

We reserve the right to charge \$75- per change per person or \$200- per group, for any changes requested by a client to a confirmed itinerary, reservation or booking, in addition to any cancellation or other charges for changes, levied by overseas operators or service and product providers.

We also reserves the right to make changes to an itinerary, provided reasonable justification is provided, and that any such arrangement and reason is clearly communicated to our client, in terms of the number of days and commencement and end dates, venues, destinations, modes of transport and any other service or product inherent in the safari.

We also reserve the right to cancel or make changes to an itinerary of any safari, after the deposit has been paid if we believe that any in-country conditions or circumstances in any country in Africa warrant it, and render it impossible, impractical or unsafe for any such safari to be undertaken, with such cancellation terminating any contract and obligation we may have with our client/s, and with the client agreeing to undertake to recover any monies paid by us to our suppliers, direct from our suppliers, or from their insurers, for their safari, if we are unable to do so on their behalf within a reasonable time frame. **(Refer to notes on Travel insurance)**

Cancellation Charges.

All cancellations must be notified in writing to us, by post or fax (NOT email, although an email may be used to advise us that this has been posted by mail or faxed) and will take effect on the date of receipt of such notice by us by post or fax.

All safari arrangements are prima facie subject to the following cancellation charges.

- 60 days or more prior to departure - forfeit of deposit;
- 59 and 30 days prior to departure - forfeit of 50% of the total value of arrangements;
- 29 days or less prior to departure - forfeit of the value of all arrangements, i.e. 100% of the safari price. **(Refer to notes on Travel insurance)**

Refunds.

No refunds, credits or discounts are given on any unused portion/s of any safari, once booked and paid for, nor is any refund given for any unused accommodation, facilities, meals or activities not partaken of, including all safari and cultural activities.

Any refunds which may be due to you under both our terms and conditions and those of our service providers and suppliers, will only be made to our clients after we have received the refund monies from those sources, and will be limited to the extent of the amounts they actually refund. Any shortfalls thereafter will have to be claimed by our client, either directly with our service providers and suppliers, or the customer's insurers, and not with us. **(Refer to notes on Travel insurance)**

SAFETY & HEALTH, & CONDITIONS ON SAFARI.

The client is forewarned & accepts that he may encounter adverse and difficult, as well as potentially dangerous or hazardous conditions, events and circumstances on a safari.

Factors lending themselves to these conditions, events and circumstances, may include the presence of wild animals and dangerous game, insects and reptiles, including in and around lodges and camps, weather, climate & the environment, & possible health hazards. The climate in Africa varies considerably even during a 24 hour period. You may experience very cold mornings with a high wind chill factor becoming warm and hot during the day. The environment may be dusty, dry or humid and wet, with road & airstrip conditions varying from dry and passable to very wet and either difficult or impossible to traverse, or land on.

Protect your eyes and head from the sun and the dust and always take a hat, sun cream and a water bottle or two on your person, as well as a first aid kit, especially when walking, and if walking with a backpack carrying photographic and other gear such as a raincoat, make sure the pack is comfortable and manageable.

Skin moisturizer and eye drops for allergic or tired and dusty eyes are important to consider as well as footwear suitable and comfortable to walk over rough and uneven terrain.

Many or most destination's accommodations will not have air conditioning but most have fans or are constructed of a material and design suited to the climatic conditions.

Remember that some places you will visit and live in may be quite remote and deep in the African Bush, with possibly power and lighting supplied by generators, candle and paraffin lamps, and quite different to the facilities you are used to living with.

Be aware that social customs & values may be quite different from what you are used to at home and that this is a part of your safari experience.

Clients are aware of and accept that there are risks associated with undertaking travel and safaris in Africa.

These include health and safety risks, & risks from being in proximity to wild or domestic animals. Wild animals will most definitely be encountered on safari and as such should be treated with the utmost caution as they may be both unpredictable and extremely dangerous to humans. So please bear in mind that you are in their territory and observe all rules, regulations and instructions on procedural and operational safety and security.

Above all listen to and obey the guidelines and instructions in force including those given verbally by your field rangers, scouts, escorts and askaris, guides and trackers, both in areas within and external to your camp or lodge, and whether in a vehicle or on foot, or otherwise.

We specifically disclaim responsibility for any delay, loss, accident, injury or death arising from and while you are on any tour or safari we have booked for you, in our role as booking agents with such service and product providers. It is known, understood and accepted by our clients that such responsibility is not ours as any and all such events are outside our control.

Safaris in Africa can be affected by unpredictable events & sudden changes in local conditions and Outages in basic infrastructure, fuel shortages, poor road conditions, fires & floods, poor communications, and other unforeseen problems can occur. Such circumstances & events, including war, terrorist activity, industrial action, possible travel industry bankruptcies, & medical, and climatic disruptions and / or *force majeure*, all of which are outside our control.

We cannot and do not assume liability either directly or indirectly (i.e. vicariously) for any such events, conditions or circumstances.

For information concerning risks and warnings of entering certain countries, & for health and medical information, contact the travel advisory section and health authorities of your government.

It is for these reasons that our clients, by embarking upon his/her travel, assumes all risks involved in such travel, and agree to obtain adequate and suitable travel insurance cover, and why we advise that to do so is a necessity.

Vaccination and/or other precautions or preventatives may be recommended by the health authorities of your country, or the country you are going to visit, and the onus and responsibility is on the traveler to inform himself of these recommendations, regulations or requirements.

The traveler should be especially aware of the above as regards malaria, cholera, yellow fever, tetanus, diphtheria, polio, typhoid, Hepatitis A&B, meningitis and rabies.

Our clients are responsible for determining and obtaining all proper and required documentation.

The onus is on the customer or traveler, or the travelers parent/s or guardian/s, when not accompanied on a trip by one or both parents, to check according to the authorities from the country that he is resident or domiciled in, if it is required to provide a notarized affidavit / letter of consent & authorization to travel from one or both parent/s not travelling, (or where applicable, the guardians) and/or a death certificate where applicable.

Please also check the above with your airline, or with the appropriate authorities or consulate of the country/ies you are travelling to.

There may be special requirements for children with different last names than one or more of their parents or accompanying adults.

No refunds will be made if improper documentation results in being denied boarding or entry.

OUR LIMITATIONS OF LIABILITY AND RESPONSIBILITY.

We act only as a booking agent for our client/s with respect to service & product providers, including African based operators or owners of safari and tour companies, camp, lodge or accommodation providers, tour operators and tour guides, air vehicle and water transport providers that we act as booking agents for.

All bookings with us are therefore subject to the limitations of liability decided upon, offered or extended by the above-mentioned persons or entities.

Our customers agree and accept that we are not liable for, and that they cannot or will not hold us liable for, vicariously or otherwise, any loss, injury, damages, harm or delay, or expenses attributable to any of our third party, supplier or provider, and recognize that no duty of care for any acts or omissions, nor any other civil liability, may be grounded in law against us, including the quality and standard of goods and services, care, cleanliness, standards of accommodation, food and transport provided by any person or entity.

We do not nor cannot guarantee or ensure the provision or standard and quality of any of our suppliers or providers services or products, for any services or products supplied, including rates, bookings and reservations, connections, schedules, itineraries, luggage or baggage handling or safekeeping, financial standing or capacity, as these are all beyond and out of our control, supervision or management.

Our Client/s agrees to seek remedies directly with our service & product suppliers, that we act as booking agents for, and not to hold us liable, vicariously or otherwise, for any loss, injury, delay or expense caused by or attributable to them or any other person or entity during the trip, including (without limitation) the quality, cleanliness and standard of products and services, including accommodation providers, and also agree not to hold us liable for circumstances beyond our control. **(Refer to notes on Travel insurance)**

We do not nor cannot, guarantee any suppliers' rates, bookings, reservations, connections, scheduling, or handling of personal effects and luggage. We shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, including any force majeure.

The traveler assumes complete and full responsibility for, and agrees not to rely on us for any information we may from time to time choose to publish relating to passport, visa, vaccination, or other entry requirements of each destination, and safety and security conditions at such destinations, either before or during the length of the proposed travel.

By embarking upon his/her travel, the traveler assumes all risks involved in such travel.

TERMS USED

Service Provider or Supplier (terms may be used interchangeably) refers to any entity or person (which include the main or head supplier, or any third party that they sub-contract to) whose products or services we booking on your behalf for, acting only as a booking agent for our client/s.

Our safari client/s or customer/s, (terms may be used interchangeably)

I have read, understood and accept all of these terms & conditions, and hereby request you to proceed with making final arrangements for my proposed itinerary.

Client 1 Signature: _____ Name: _____ Date: _____

Client 2 Signature: _____ Name: _____ Date: _____

Client 3 Signature: _____ Name: _____ Date: _____

Client 4 Signature: _____ Name: _____ Date: _____

Client 5 Signature: _____ Name: _____ Date: _____

Client 6 Signature: _____ Name: _____ Date: _____

Client 7 Signature: _____ Name: _____ Date: _____

Client 8 Signature: _____ Name: _____ Date: _____

Client 9 Signature: _____ Name: _____ Date: _____

Client 10 Signature: _____ Name: _____ Date: _____

Client 11 Signature: _____ Name: _____ Date: _____

Client 12 Signature: _____ Name: _____ Date: _____

Total No. in Group()

Group Leader Sign: _____ Name: _____ Date: _____

Signed: _____ Name: _____ Date: _____

(For: African Good Safari Ltd.)

Office use only.

Booking Ref. No..... Booking Ref. Name..... Safari Name.....