



General Terms and Conditions – please read carefully

In these terms and conditions the “company” shall mean African Parks and Safaris cc 2010/106103/23, a close corporation registered according to the company laws of South Africa. The “client” shall mean the person who has made a reservation, signed a booking form or acts on behalf of another company / group. The client represents and warrants to African Parks and Safaris cc that he / she is authorized to make reservations and accept all these conditions on behalf of himself / herself and each of his / her travelling companions including any minors who may be accompanying him / her. African Parks and Safaris cc gives notice that services provided in connection with its itineraries, including transportation, accommodation, safaris and other services are purchased from independent suppliers who are not affiliated with African Parks and Safaris cc in any way. Although we endeavour to choose the best suppliers available, African Parks and Safaris cc does not control their operations and therefore makes all travel arrangements upon the express condition that African Parks and Safaris cc, and its own agents and employees, shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the conduct or default of any company or individual engaged in providing these services. African Parks and Safaris cc shall not be liable for expenses such as additional accommodation nights and meals not specified in the individual trip itineraries that may be required either en-route, prior to, or following a trip, when caused by individual clients’ travel arrangements, by airline schedule changes, cancelled flights, missed flight connections, or by other factors not under African Parks and Safaris cc control; expenses incurred in recovering luggage lost by airlines or belongings left behind on a trip; bodily injury or property damage for any reason, including but not limited to acts of God, weather, fire, flood, animals, failure of machinery or equipment, quarantines, unrest, strikes, theft, default, detention, annoyance, changes in government regulations, criminal or terrorist activities, war, or failure or inconvenience to arrive or depart as scheduled, over which African Parks and Safaris cc has no control. African Parks and Safaris cc will not be held liable if any client is declined and excluded from further participation by the operator, if the client does not meet the physical or other requirements of participating in the trip or activities envisaged; acts or behaves in a manner that impedes the trip operation or rights, well being, or enjoyment of other trip members; acts or behaves in a way damaging to that country’s natural, cultural or environmental resources after being duly informed of trip guidelines and local customs and traditions. Clients have the responsibility to select a trip appropriate to their abilities and interests. African Parks and Safaris cc are happy to discuss the trip with you, as well as provide you with names of past participants who can discuss their experience with you. Clients are responsible to being sufficiently fit and in good health to undertake the trip. Clients are responsible for preparing for the trip by studying the itinerary and pre-departure information sent by African Parks and Safaris cc and for bringing the appropriate clothing and equipment as advised therein. Clients are responsible for the proper care and use of any equipment and gear provided for their use by the operator for the entire duration of the trip. This includes but is not limited to tents, sleeping bags, mattresses, rafts, paddles, cooler boxes, flotation devices, saddles, folding chairs and tables, shower and toilet equipment, bikes, bicycles and vehicles. Clients will examine equipment assigned to them and will immediately inform the operator if any equipment appears to be damaged or otherwise not in good working condition. Clients acknowledge responsibility for the condition of the equipment and agree to be charged for the replacement value of the equipment or costs of repair if not returned in working order at the end of the trip, excluding normal wear and tear.

Terms and Conditions of Payment

We require a 30% non-refundable deposit at the time of booking to secure your reservation. The remaining 70% / balance are to be paid 60 days prior to departure. If you are paying by bank transfer, you will need to fax or e-mail the payment receipt. If you pay by credit card (Visa or MasterCard), you will need to fill in the relevant credit card authorisation form and send it to us (note that we add a 5% surcharge to all credit card payments). African Parks and Safaris cc reserves the right to automatically cancel any booking where the documents and payments have not been received prior to the payment due date, and apply the appropriate cancellation fees.

Reservations

As soon as we receive the payment, we will start securing your reservations. If any of the proposed accommodations or trips is not available at the time of booking, we will select alternative accommodation or trips of a similar standard. A price difference may incur, sometimes more, sometimes less and the balance of the payment will be adjusted to accordingly. Availability of accommodation or trips can be checked prior to booking upon request; however no space can be held or guaranteed. African Parks and Safaris cc reserves the right to pass on in full at any time any increase on travel arrangements, and also reserves the right to correct errors at any time before and after your booking is confirmed. African Parks and Safaris cc reserves the right to re-invoice participants with corrected billing. Should the client wish to make any changes to his / her booking after it has been confirmed e.g. changes to departure or return dates, destinations, accommodation, etc. the clients must advise us in writing. While we will endeavour to assist, we cannot guarantee we will be able to meet such requests. Where we can assist with such requests, any amendment, cancellation fees and any new arrangements will be treated as a re-booking, whereby the client will be re-invoiced accordingly.



Confirmation

After we have received a full payment from you, and after all your reservations are made and secured, you will receive a confirmed travel itinerary with all services noted along with our local operators' contact details. Confirmation vouchers will be sent via e-mail or fax. Please ensure that you check all details of your confirmation voucher and all other documentation immediately on receipt. Please inform us immediately if anything appears to be incorrect as it may not be possible to make changes at a later stage. African Parks and Safaris cc regret that we cannot accept any liability if we are not notified of any inaccuracies in any documentation within seven (7) days of our sending it to you. Upon arrival in your destination, you may receive further documentation such as vouchers, tickets and / or travel details essential for your travel program.

Cancellation Policy

All cancellations must be made in writing to African Parks and Safaris cc by e-mail or fax. No responsibility will be taken for cancellations of accommodation or trips or any other services which have been made directly by the client. The following cancellation charges apply:

61 + days prior to departure 30% of total trip rate
60 - 31 days prior to departure 50% of total trip rate
0 - 30 days prior to departure 100% of total trip rate
No shows 100% of total trip rate

Should a client fail to join a tour, or join it after departure, or leave it prior to its completion, no refund will be made whatsoever. Late applicants may join the tour on an accommodation available basis.

Flight tickets are not included in the above cancellation policy. Once your reservations are confirmed and flight tickets are purchased, any changes to the dates of the itinerary will incur a change fee or in case of cancellation (this is additional to the service fee). Cancellation fees will be applied according to the flight company's cancellation policies. African Parks and Safaris cc do not charge anything extra for the flight ticket cancellations.

If the reservation is cancelled because of death or hospitalisation of the person who made the booking, no cancellation fee will be charged (bank charges for refunding any money will be at the client's expense). If there are any additional charges for name changes or change of travel dates or booking different tours as requested by the client, those additional costs will be the client's responsibility.

Company Responsibility

The responsibility of African Parks and Safaris cc and its affiliation companies are strictly limited. As an online tour operator African Parks and Safaris cc organizes, promotes and sells tour programs consisting of certain travel services including land / air / water transportation, safaris, river rafting trails, adventures, lodge / hotel accommodations and camping that African Parks and Safaris cc reserve from various suppliers and operators, and as such are sold under their terms and conditions. African Parks and Safaris cc exercise every care in the selection of reputable airlines, tour operators, ground handlers, lodges / hotels and other suppliers of the various travel services used in these tours. It is important to note, therefore, that all reservations with African Parks and Safaris cc are subject to the terms and conditions and limitations of liability imposed by airlines, tour operators, ground handlers, lodges / hotels and other service providers whose services we utilize. All such persons and entities are independent contractors. As a result African Parks and Safaris cc is not liable for any negligent or wilful act of any such person or entity or of any third person. We always do our best to ensure that your travel arrangements are satisfactory, however, African Parks and Safaris cc does not accept liability of whatever nature of the acts, omissions or default whether negligent or otherwise of those airlines, tour operators, coach operators, lodges / hotel or other persons providing services in connection your travel arrangements pertinent to a contact between themselves and yourselves (the client) which may be evidenced in writing by the issue of a ticket, voucher, coupon or the like and over which African Parks and Safaris cc has no direct and exclusive control. The safaris, river rafting trails, adventures, lodge / hotel accommodation and camping prices you see on our website are not live. Although prices are updated regularly, all reservations are subject to availability and prices can change at any time. Tour operators and airlines may apply fuel supplements to the price of travel arrangements due to increases in fuel costs. The prices are also subject to major fluctuations of exchange rates and governments imposing and / or changing park fees, bed levies and government taxes. When you enquire about a specific trip, you will be quoted the correct price on that day. Please inform us of any special requests and / or dietary requirements when making your reservation. Although we will endeavour to meet any such requests we cannot guarantee to do so. Failure to do so will not be breach of contract on our part.

Clients Responsibility

The client should familiarize himself / herself with any health of visa requirements that may be applicable in the areas that you intend travelling to. The client will be responsible for all entry, exit, health and any other documents required by law, regulations, orders, demands or requirements of the countries visited or transited. The client must carry a valid passport at all times. Passport, visa and vaccination requirements are not African Parks and Safaris cc responsibility and we are not liable for any loss or expense



due to the client's failure to comply with the above. It remains the client's responsibility to ensure that all documents are in order and to meet any additional costs incurred (whether by the client or by African Parks and Safaris cc on the client's behalf) as a result of failure to comply with such requirements. The client accepts that he / she may be travelling through areas of political and climatic instability, high altitudes and remote areas without proper medical services, and accept the associated risks. The making of a reservation constitutes the client's acceptance of all booking terms and conditions as described herein and forms the basis of the client's contract with African Parks and Safaris cc. All clients are required to take out their own comprehensive travel and cancellation insurance for luggage, accident, personal liability and health and to cover the cancellation or curtailment of any tour. Clients hereby acknowledge, confirm and record that they understand the risk inherent in adventure travel and associated activities. If a client becomes ill or is injured, all hospital expenses, doctor's fees and repatriation costs are the client's responsibility and African Parks and Safaris cc shall not be liable for any refund of the trip fare whatsoever.

Health Regulations

Some areas in Africa are malaria risk areas. Please check with your general practitioner or local clinic if you have to take malaria prevention medication. It is advisable to start malaria prevention treatment before travelling. If the client is suffering from any known illnesses, disabilities, allergies or medical condition, he / she have to disclose this when enquiring for travel with us. The Operators and lodges / hotels will have a first aid kit on hand, but that is only for emergencies. Clients are required to take their own personal first aid kits with them on travel. Clients being under medical prescription must have it in their immediate possession at all time during the trip, and must inform the guide of the condition. If the health of a client appears to endanger the safe and sound progress of a tour he / she may be excluded from the trip.

Wild Animals

Be advised that on some safaris you might get into close contact with wild animals. Please adhere to the rules and regulations of the relevant national parks and game reserves, and to the code of conduct as explained by the local park officials and / or your safari guide. Although attacks by wild animals are rare, no safari in Africa's wilderness can guarantee that such an attack might not occur. African Parks and Safaris cc and its agents, employees and / or operators used cannot be held liable for any injuries or incidents whatsoever occurring during the safari.

Luggage

All luggages on safari must be in soft travel bags. For space and safety reasons, on air transfers in small aircrafts there is a strict weigh limit of maximum 15kg per person in soft bags. This weigh limit includes camera equipment and hand luggage. In the event of clients bringing excess weight without prior notice, this may lead to the luggage arriving delayed, as it will be flown into the camps / lodges at a later stage, at expensive additional costs for the clients. If the clients know in advance that they will be bringing excess weight, African Parks and Safaris cc can reserve an additional seat for the bags in the small aircraft at an additional cost.

Indemnification

The client agrees to hold harmless and indemnify African Parks and Safaris cc, its agents and employees, from and against all claims of any nature that arise out of or in any way relate to the trip, departure and services provided by the operator, including, but not limited to, claims arising out of or in any way related to acts or omissions of the operator, its employees, agents, or subcontractors, or acts of omission of the customers or any other issues involved in the trip, including hazards or events encountered on the trip.

Dispute Resolution

This agreement will be construed according to the substantive (but not procedural) laws of South Africa. Any dispute concerning this agreement or its execution will be resolved by binding arbitration pursuant to the then current commercial rules of the South African Arbitration Association in a South African location to be mutually agreed between parties.

I, _____ hereby declare that I have read and understood the above and agree to the terms and conditions declared hereon by placing my initials here: _____.