



AFRICA ADVENTURE CONSULTANTS TERMS & CONDITIONS

1) RESERVATIONS AND PAYMENTS

A) Reservations should be made by contacting Africa Adventure Consultants, hereinafter referred to as A.A.C., at the address indicated below.

B) Safaris are booked and confirmed only on receipt of a 30% advance payment of the basic safari rate. This advance payment is due within ten (10) days of making the reservation. There shall be no binding contract until the advance payment has been received by A.A.C. Failure to remit your advance payment on time will result in an automatic change of status of any confirmed space to a provisional basis and the possible inability to reinstate your reservation. When A.A.C. receives your advance payment, a booking reference number will be assigned and noted on your original invoice. This number shall be deemed to constitute acceptance and confirmation of your booking. Your cancelled check and / or wire transfer authority will act as your receipt.

i) If A.A.C. is NOT making your complete travel arrangements for you, it will be necessary to furnish us with a copy of the confirmation of your transportation arrangements before we confirm our portion of your travel plans. A.A.C. cannot be held liable for any penalties or losses incurred as a result of voluntary or involuntary changes to transportation schedules.

ii) Please make all payments by check to: **AFRICA ADVENTURE CONSULTANTS**

iii) Alternatively, payments can be made by credit card (VISA, MasterCard and American Express) or wire transfers. Banking details are as follows:

Bank: 1st Bank Cherry Creek
Account name: Africa Adventure Consultants, Inc.
Account number: 4905032296
Routing number: 107005047
SWIFT: FBCRUS51

Bank address:
1st Bank Cherry Creek.
10403 W. Colfax Ave.
Lakewood CO 80215 USA

C) The balance is due no later than sixty (60) days prior to commencement of your safari. If the balance has not been received by that date, A.A.C. shall be entitled in its

discretion to treat your reservation as canceled, and consequently to forfeit such part of the advance payment as determined solely by A.A.C. Late payments will be subject to a 5% surcharge on the balance.

D) Any reservation made within sixty (60) days of commencement of a safari may be accepted provided space is available, payment in full is received, and provided that documents can be delivered prior to departure.

E) A.A.C. will not provide tickets, coupons, vouchers or documents until full payment has been received by A.A.C.

F) A.A.C. will not accept responsibility for wire transfer and / or overnight mail charges.

G) No client will be permitted into the field without payment in full being received by A.A.C.

H) Special airfares are capacity controlled and often sold out months in advance. In addition, many accommodations offered by A.A.C. have a limited capacity. It is essential to make reservations well in advance to insure your preferred arrangements.

2) CANCELLATION AND REFUNDS

A) On advancement of deposit to AAC, the depositor therefore agrees to be bound by the company's terms and conditions. Any cancellation of a booking must be in writing and shall only be effective upon its acknowledged receipt by A.A.C. At the time of cancellations, a full refund or credit will be made, less the following charges:

- Up to 61 days before departure: 30% of the package price plus any handling fees and non-refundable supplier deposits.
- 60 to 30 days before departure: 50% of the package price plus any non-refundable supplier deposits.
- Less than 30 days before departure: 100% of the package price.

B) If you are a "no show", A.A.C. shall be entitled to treat your reservation as canceled without having given A.A.C. any notice, and the provisions of Paragraph 2(A) shall apply.



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C) Any request to amend or change a booking once it has been confirmed may be accommodated subject to space availability. If A.A.C. is able to assist, an administrative fee of \$100 per change will be assessed. These fees will be added to your final invoice.

D) No refunds are given (1) for lost travel time or substitution of facilities, (2) for itineraries amended after departure, (3) for circumstances arising beyond the control of A.A.C., necessitating alternative arrangements being made to ensure the safety and / or further participation and enjoyment of your safari, (4) if you do not appear for any accommodation, service, sightseeing or trip segment without notifying A.A.C., or (5) if you leave your safari after it has begun, or miss any scheduled sightseeing, activities, meals or accommodations.

3) FOR YOUR INFORMATION

A) A.A.C. acts as booking agent for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation and / or other services abroad. Each of these companies is an independent corporation with its own management and is not subject to the control of A.A.C., including, but not limited to, various overseas ground operators.

B) All bookings like those described above are accepted by A.A.C. as agent for independent overseas ground operators. The transportation, accommodations and other services provided by ground operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them or their suppliers. Because A.A.C. does not have the right to control the operations of the independent operators and their suppliers, A.A.C. cannot be held liable for any personal injury or property damage which may arise out of these services. A.A.C. reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain as a member of any safari any person at any time, and to pass on to safari members any expenditure incurred by delays or events beyond its control. In case of any appreciable variation in cost, A.A.C. reserves the right to adjust its rates.

4) RISKS

A) A.A.C. draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips sold by A.A.C. You will be required to sign a Release to acknowledge this warning and also to release and hold harmless A.A.C. from any damages that may result.

B) It is your sole responsibility to take all appropriate medical advice prior to departure as to whether or not you are fit enough to undertake the trip booked. A.A.C. shall not be liable for any illness, injury or death sustained on a safari sold by A.A.C. which is not due to the gross negligence of A.A.C. its officers, employees, authorized representatives or agents whomsoever.

5) FORCE MAJEURE

A) "Force Majeure" shall mean that A.A.C. will not be liable for any alleged damages because of any circumstances including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences.

B) If A.A.C. is affected by Force Majeure it shall forthwith notify you of the nature and extend thereof.

C) A.A.C. shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

D) If A.A.C. is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by A.A.C. to you as a result of the non-performance of any of the obligations of A.A.C. hereunder shall remain in its sole and absolute discretion, although A.A.C. shall use its reasonable endeavors to reimburse you where possible. However, A.A.C. shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to A.A.C. of the Force Majeure.

E) Regarding civil unrest, once A.A.C. has investigated the prevailing situation as it deems fit, it shall remain in the sole discretion of A.A.C. whether to proceed with the trip.



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You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, A.A.C. is of the opinion that the trip may proceed, no refund will be payable to you and the provisions of Paragraph 2 shall apply.

6) INSURANCE

A.A.C. strongly recommends that you obtain the following types of insurance which are commercially available: Emergency Medical Evacuation, Accidental Death and Disability, Loss of Personal Effects, Major Medical, and Trip cancellation.

7) SURCHARGES AND EXCHANGE RATES

A) Although A.A.C. hopes that it would not need to levy surcharges it reserves the right to do so on the invoice amount, if this becomes necessary. A.A.C. will endeavor to notify you in writing as soon as it is aware of any likely surcharge, and you must pay the amount of such surcharge no later than ten (10) days after written notification has been received (depending on the circumstances). If the surcharge is not paid within such time, A.A.C. may construe such non-payment as an act of cancellation on your part and the provisions of Paragraph 2 shall apply.

B) Rates used in the safaris are based on tariffs and exchange rates valid at the time of printing and advertising safaris. Should a rate vary against the U. S. Dollar by more than 3%, A.A.C. reserves the right to recalculate the safari cost and apply the differential as a surcharge. Any refund made by A.A.C. shall be in its absolute and sole discretion.

8) TERMS AND CONDITIONS

These terms and conditions govern the relationship between A.A.C. and you. To the total exclusion of any other terms and conditions. No alterations to the terms and conditions may be made by any unauthorized employee of A.A.C., authorized representatives or agents, unless in writing by an authorized employee of A.A.C. All decisions and matters subject to the discretion of A.A.C. shall be made by an authorized officer or employee of A.A.C.

9) CARRIAGE BY LAND, SEA AND AIR

A) Carriage by Land, Sea and Air is subject to the terms and conditions of the carrier with whom you travel and to international conventions – some which may limit liability. Land, Sea and Air travel are also subject to operational decisions of carriers and sea ports which may result in cancellations, delays or diversions, over which A.A.C. has no control and for which A.A.C. accepts no liability whatsoever.

B) The passenger contract in use by the airline carriers concerned, when issued, shall constitute the sole contract between the transportation companies and the purchaser of these programs and / or the passengers.

10) BAGGAGE

Temporary or permanent loss of baggage is the responsibility of you or the carrier.

- Please note that when traveling by light aircraft during your safari, space is limited, and luggage is limited to a weight restriction of 33 – 44 lbs. (depending on aircraft type-some private charters may be less) per passenger, and ONLY soft luggage or duffel bags are allowed. No hard suitcases are allowed, and NO EXCEPTIONS will be made.

11) TRAVEL DOCUMENTS AND VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, international driving license, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred by yourself or by A.A.C. on your behalf as a result of any failure by you to comply with such requirements. Anti-malaria precautions should be commenced prior to departure. Please consult your physician for more details. Safari clients should bring their own insect repellent as this is often not available in the camps.

12) SPECIAL REQUESTS

You must advise A.A.C. in writing of any special requests, i.e. diet, facility or physical handicap, when you submit your reservation request to A.A.C., which will be met if possible.



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13) INFORMATION IN BROCHURES / ELECTRONIC ADVERTISEMENTS

All information given in any brochure or otherwise advertised, (including electronic advertisements on the Internet) is, to the best of A.A.C.'s knowledge, correct, but A.A.C. reserves the right to change same. The photographs reproduced and information provided depict typical scenes experienced and details on each destination; but the subject matter may not necessarily be seen or experienced while visiting that destination.

14) PHOTOGRAPHY

A.A.C. reserves the right without further notice to make use of any photography or film taken on this safari by any staff member, safari guide or operator for general purposes without payment or permission.

15) DISPUTES

If you have any cause for complaint while on safari, you must immediately bring it to the attention of the local representative of A.A.C. or agent, who will attempt to resolve the situation.

16) CONSENT

The payment of the advance payment OR any partial payment for a reservation on a safari constitutes consent to all provisions of the conditions and general information contained in any brochure (electronic or otherwise), invoice and travel documents. The terms under which you agree to take these safaris cannot be changed or amended, except in writing, signed by an authorized officer or employee of A.A.C.

17) CONDITION OF BOOKING

You shall comply with instructions of any representative of A.A.C., safari guide or local ground operator at all times. No client shall be accepted or be permitted to continue on a safari while their status or mental or physical condition is, in the opinion of any representative of A.A.C., safari guide or local ground operator, such as to render them incapable of caring for themselves or make themselves objectionable to other safari clients or become a hazard to themselves or other safari clients and A.A.C. will not be responsible for expenses by such persons precluded from completing the safari for this reason.

18) NOTICE OF ENFORCEABILITY

Please remember, when you book travel related services with A.A.C., you are entering into a binding agreement that assumes all terms and conditions are fully understood as stated in this document. On advancement of deposit to AAC, the depositor therefore agrees to be bound by the company's terms and conditions.

I have read and agree to these terms & conditions:

Signature _____

Name (print) _____

Date _____

Signature _____

Name (print) _____

Date _____

Signature _____

Name (print) _____

Date _____

Signature _____

Name (print) _____

Date _____

I am under the age of 18 years, my parent or legal guardian has signed this Agreement on my behalf....

Signature of Parent or Legal Guardian