

XA! nini African Wildlife Safaris Terms and Conditions

1. GENERAL

- 1.1. XA! nini African Wildlife Safaris (hereinafter referred to as "the Company") runs African Wildlife tours around Africa.
- 1.2. The provisions of services are subject to the Company's General Terms and Conditions set out below, which clients/agents should read carefully as they set out the respective obligations of the Company and clients/agents and form together with the Booking Confirmation and the tour itinerary the basis of the contract between the two parties. By accepting the Company's Booking Confirmation, the client/agent confirms acceptance of these terms and conditions. Clients must accept that conditions in Africa are not the same as those in developed countries and standards of service, medical facilities, safety and security may be lower than those in their home countries. They should also be fit and healthy before travel.
- 1.3. For parties of two or more people, the person who makes the booking, by signing the Booking Form or otherwise contracting with the Company, accepts responsibility for making payments to the Company for all members of the party.

2. QUOTATIONS/OPTIONS/BOOKINGS/CHANGES

- 2.1. All quotes are subject to availability of accommodation and flights at the time of confirming bookings.
- 2.2. The quotes are estimates only and are subject to change until the issuing of the ticket.

- 2.3. All quotes are subject to change due to any government taxes, fuel charges, levies, VAT or any other industry increases that are beyond the control of the Company.
- 2.4. Rates are subject to currency fluctuations and the Company reserves the right to change the rates accordingly. Prior notice will be given should this be necessary.
- 2.5. Clients/agents must ensure before final payment is made that no changes in price have taken place.

3. ITEMS NOT INCLUDED IN TOUR PRICES

- 3.1. The costs of obtaining passports or visas;
- 3.2. Personal expenses such as gifts, laundry and room service;
- 3.3. Gratuities to your tour escort, camp staff, driver/guides;
- 3.4. Excess baggage fees;
- 3.5. Communication charges;
- 3.6. Airport departure taxes;
- 3.7. Meals and beverages not specified in your itinerary;
- 3.8. All alcoholic beverages not specified in your itinerary;
- 3.9. Any airfares and charges unless where specifically mentioned otherwise in the itinerary.

- 3.10. All extras must be settled by guests directly with the lodge/hotel/camp on departure.
- 3.11. In Africa, tips to drivers/guides and escorts are not included and are at your discretion.

4. **DEPOSITS AND PAYMENTS**

- 4.1. In order to secure a booking, the Company requires a **25% non-refundable deposit**.
- 4.2. On receipt of an invoice, a 25% non-refundable deposit must be paid into the Company's trust account/USD account within 5 (five) days. A booking is not confirmed until the 25% deposit has been received by the Company.
- 4.3. Final payment must be received by the Company no later than **40 calendar days** prior to the date of travel. If payment has not been received, the Company reserves the right to cancel this reservation and the cancellation policy set out below will apply.
- 4.4. In the event that a booking is made within 40 calendar days prior to the date of travel, full payment is required upon receipt of an invoice.
- 4.5. Any and all charges incurred when making payment to the Company shall be borne by the client/agent, irrespective of mode or form of payment made.
- 4.6. All payments made in terms of this Agreement shall be payable **FREE** of commission and exchange control in Cape Town, South Africa.

4.7. **Credit Card payments are NOT acceptable.**

4.8. If payment is not received in accordance with the Company's payment policy above, the Company reserves the right to cancel the booking in accordance with the provisions of clause 6 hereinbelow, and clients/agents will be advised of such by either fax or e-mail.

5. **RESERVATIONS PROCEDURE**

5.1. All reservations must be received in writing, either by fax or e-mail. If you do not receive confirmation of receipt of such reservation within 3 (three) business days, you are to contact the office per telephone to ensure the reservation has been received.

5.2. Office contact details:

Tel: +27 21 434 71 84

Fax: +27 21 434 71 83

E-mail: limar@iafrica.com/info@xasafaris.com

6. **CANCELLATION POLICY**

Cancellations are subject to the following cancellation policy:

6.1. If the client/agent wishes to cancel a tour, the following cancellation fees will apply:

6.1.1. Between 61 and 90 calendar days before departure, the deposit.

- 6.1.2. Between 60 and 40 calendar days before departure, 50% of the tour price.
- 6.1.3. Less than 39 calendar days before departure, the full amount of the tour price.
- 6.1.4. Cancellations are only effective on receipt of written notification.
- 6.1.5. No refunds are given for: lost travel time or substitution of facilities and/or accommodations; itinerary amended after departure; not appearing for any accommodation, tour, game viewing or other booked activities; and/or cutting short a booked itinerary for any reason, late arrival for the tour for any reason, and/or early departure from the tour for any reason.

7. AIR TRANSPORTATION

- 7.1. Airfares are subject to the price and conditions quoted by each airline. The Company cannot guarantee these prices at the time of booking.
- 7.2. Carriage by air is subject to the terms and conditions of the carrier with whom the client is travelling and to International Conventions which may limit liability. The issuance and acceptance of tickets and documents shall be deemed to be a consent to the terms and conditions of the carrier.
- 7.3. Any flight timing and carriers are subject to change as a result of airline procedures and these details are given for guidance only. Final details will be shown on the issued tickets.

- 7.4. Airfares are subject to change without notice prior to ticketing. The Company is not responsible for any airline schedule or airfare changes, cancellations, over booking or damage or loss of baggage and property.
- 7.5. Flights missed for any reason will be for the clients/agents' account.

8. **BAGGAGE**

- 8.1. For safety and because space is restricted, baggage in the charter aircrafts, used to transport guests to and from tour camps is restricted to a maximum of 20 kg per person in a soft bag ONLY. This includes camera equipment and carry-on baggage.
- 8.2. Kindly advise the Company before your travel if you are likely to have excess baggage, and you will be advised if same is permitted.
- 8.3. Should guests arrive with excess baggage without prior warning and permission, their baggage could be held (or forwarded to the exit point) for the flight at the end of the tour, the costs of such storage or onforwardance to be for the client/agent.
- 8.4. Particularly in respect of Uganda, Uganda Charters are based on a luggage weight restriction, which are the maximum restrictions that the particular airstrip can withhold. Please ensure that you are familiar with this restriction prior to departure.

9. **INSURANCE**

- 9.1. It is highly recommended that all clients/agents take out **FULL trip Cancellation Insurance** for the duration of the tour. Such insurance should fully cover cancellation, curtailment, medical expenses, repatriation in the event of accident or illness or death, personal accident, loss of, damage to, or theft of the clients/agents' personal property, baggage and money.
- 9.2. The Company will not be held liable if a passenger fails to take out adequate insurance cover.
- 9.3. The Company accepts no responsibility for any death, illness, delay, accident or loss of whatsoever nature incurred during the course of the tour or for any expense arising from such an event.
- 9.4. The client/agent must further ensure that he/she has adequate insurance in the event of an accident occurring due to activities with a greater inherent risk, such as mountaineering, animal tracking on foot, white water rafting, and other activities of this nature.
- 9.5. Theft, personal injury or any disruption to arrangements should be reported immediately to the Company and where necessary to the nearest police station.

10. FORCE MAJEURE

10.1. The Company cannot accept responsibility or pay any compensation where the performance or prompt performance of its contractual obligations is prevented or affected by any event which the Company or the supplier of the service (s) in question could not, with due care, foresee or avoid.

10.2. Such events may include war or threat of war, riots, civil strikes, boarder closures, unexpected government acts, terrorist activity, industrial disputes, natural or nuclear disaster, extreme weather conditions, fire, technical and/or mechanical problems to transport, road closure, disease and/or other similar events outside the Company's control.

11. DANGERS POSED BY WILD ANIMALS

11.1. Travellers are advised that, even in the most serene settings, the animals are wild and can pose a threat to life and safety.

11.2. Travellers are cautioned to observe all local or park regulations and heed all instructions given by tour guides.

12. DOCUMENTATION

Passports, vaccinations, inoculations and re-entry permits:

12.1. It is the responsibility of the clients/agents to obtain the correct and valid documentation for the country in which the client/agent will travel.

- 12.2. Should a client/agent be refused entry into the relevant country due to incorrect or incomplete documentation, the Company will not be held liable for any costs resulting in delays or repatriation for the participant or family.
- 12.3. Clients/agents are responsible to check that the names they provide to appear on the tickets coincide with the names on their passport.
- 12.4. Every passenger must be in possession of a current passport valid for at least six months from date of departure and have at least three blank visa pages (not endorsement pages).
- 12.5. Every passenger must have a round trip airline ticket.
- 12.6. Every passenger must have adequate funds for the duration of the stay.
- 12.7. Obtaining a passport and health certificate with the required inoculations is the responsibility of the passenger/agent.
- 12.8. All clients/agents are to check the visa stamp in their passport when at the relevant immigration desk and to ensure that they have been given adequate travel days.

13. **MALARIA MEDICATION**

- 13.1. Many of the camps and lodges utilised are situated in malaria areas.
- 13.2. It is highly recommended that all tour participants take a course of anti-malaria medication.

13.3. Please consult your doctor.

14. CLAIMS AND COMPLAINTS

If a client/agent has a complaint whilst on holiday they are required to inform the Company immediately. Most problems can be resolved on the spot.

15. BROCHURES AND WEBSITES

15.1. Every effort has been made to ensure the accuracy of descriptions and information.

15.2. The Company however is not able to control all the components of the holiday arrangements and it is possible that an advertised facility may be withdrawn or changed due to weather conditions, lack of demand, for maintenance and renovations, or for any other circumstances beyond the control of the Company.

15.3. The descriptions, information and opinions given by the Company in respect of National Parks, animal sightings, accommodation, and security are given in good faith, based on the latest information available to the Company.

15.4. The Company cannot accept any responsibility or liability for any errors or omissions.

16. **RISKY BEHAVIOUR**

The Company and its local operators, their tours and suppliers of services, and other co-operating agencies reserve the right to refuse from a tour, without refund, any individuals who acts in a manner which is unsafe to themselves, or inconsiderate or unsafe to fellow travellers, and/or who ignores the requests of their guide(s) to act in a safe and responsible manner.

17. **JURISDICTION**

17.1. The Company is incorporated in the Republic of South Africa and it operates under the Laws of South Africa.

17.2. All contracts with clients/agents and matters arising out of such contracts will be governed by the Laws of South Africa.