



SAFARI EXPERTS

Luxury - Personalized - Experiential - Journeys

**IMPORTANT INFORMATION CONCERNING BOOKINGS, TERMS & CONDITIONS,
DEPOSIT AND CANCELLATION POLICY**

1. RESERVATIONS AND PAYMENTS

1.1 Based on its experience and extensive knowledge, Safari Experts LC ("SE") makes reservations suited to your desires globally with independent entities. SE uses its best efforts, *in good faith*, to tailor its recommendations to your profile and goals. Because of environmental, political, personality et.al. variables, SE can make no express or implied guarantee as to the outcome of your experience.

1.2 A fee of \$ 250 per person is payable prior to commencement of SE's services; however, \$ 200 per person is carried forward as a credit against final payment for SE's services. Safaris are confirmed solely upon receipt of a 33% deposit of the safari quote. Failure to remit your deposit on time *may* result in an automatic release of the confirmed space, and the possible inability to reinstate your reservation. SE's written acknowledgement to you of the receipt of your deposit shall constitute acceptance and confirmation of the reservation binding on all entities providing the services described in the reservation.

- a) Cancellations received more than 120 days prior to departure will be subject to a \$ 500 per person per tour cancellation fee, plus the majority of properties have adopted a "a non-refundable deposit policy" of up to 33%, so it is essential you have your trip cancellation policy in place at time you pay your initial deposit. (*Suppliers do have varying terms in this respect, so SE has to maintain one coordinated formula.*)
- b) Cancellations received between 90 to 60 days before departure will be subject to a 50% forfeit.
- c) Cancellations received less than 60 days before departure will not be eligible for any refunds.
- d) Additional individual camp, lodge and airline cancellation / change policies may also apply.

1.3 The balance of the safari is due and payable no later than ninety (90) days prior to the advised date of the commencement of your safari. If the balance has not been received by that date, SE and contracted operators shall be entitled, at their discretion, to treat your reservation as canceled, and your deposit forfeited.

1.4 Some landing fees, immigration and other fees payable, conservation fees, national park fees, etc in various African countries must be paid in cash at the time, except where stated to have been included in your quotation. Departure Taxes at departure Airports (normally \$ 20 pp) are due in cash, at the time of leaving each country.

1.5 Any additions to your reservation made within sixty (60) days of commencement of your safari may be accepted provided that space is available, payment in full is received, and documentation is finalized prior to departure.

1.6 Bookings are also conditional upon you, the client, signing and returning the RELEASE FORM attached, *at the time of paying the deposit*, though payment of the deposit or initiation fee constitutes acceptance of these terms.



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2. CANCELLATIONS AND REFUNDS

2.1 Any cancellation of a reservation must be in writing, and shall only be effective upon its acknowledged receipt by SE.

2.2 Whilst on safari, if you only complete a portion of your safari booking, and leave early, the safari sections left unused cannot be refunded or re-used on a future safari booking. However, another name can be substituted.

2.3 Any request to vary your reservation must be in writing, and SE's agreement thereto shall be at its sole discretion. If the Company agrees to vary your reservation as requested, it reserves the right to charge an administration fee of up to \$ 300 per client per change.

2.4 Unfortunately, no refunds can be given for:

- (1) lost travel time or substitution of facilities.
- (2) for itineraries amended after departure.
- (3) for circumstances arising beyond SE's control, or those of the booked ground operators, necessitating alternative arrangements to be 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 SE, or your booked ground operators.
- (5) if you leave your safari after it has begun, or missed any scheduled sightseeing, schedules or accommodations.

3. FOR YOUR INFORMATION

3.1 SE acts as booking agent when requested or necessary, for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services. Each of these companies is an independent corporation with its own management and is not subject to the control of SE, its owner or staff, including, but not limited to, various ground and air operators.

3.2 All bookings like those described above are accepted by SE, as agent for independent ground operators. The transportation, accommodations and other services provided by the ground operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Because SE does not have the right to control the operations of the independent operators and their suppliers, IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE which may arise out of these services.

3.3 SE reserves the right to cancel any itinerary or any part of it, and to make such alterations in the itinerary as it deems necessary or desirable. Furthermore, it retains the right 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 occasioned by delays or events beyond its control. In case of any appreciable variation in its cost, SE reserves the right to adjust its rates.

4. RISKS

4.1 There are certain inherent risks, foreseeable and unforeseeable, involved in participating in the type of trips recommended and sold by SE. You accordingly acknowledge that there are inherent risks, and voluntarily assume those risks.

4.2 It is your sole responsibility to take all appropriate medical advice prior to departure as to whether you are fit enough to undertake the trip booked. SE shall not be liable for illness, injury or death sustained on a program recommended or sold by SE, its officers, employees, authorized representatives or agents whomsoever.



5. FORCE MAJEURE

5.1 "Force Majeure" means, in relation to SE, any circumstances beyond the reasonable control of SE (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, or requisition, pandemic, sickness, quarantine, government intervention, weather conditions or other untoward occurrences).

If SE is affected by Force Majeure it, or its local agents, shall forthwith notify you of the nature and extent thereof.

5.2 SE 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.

5.3 If SE 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 SE to you as a result of the non-performance of any of SE's obligations hereunder shall remain at SE's sole and absolute discretion; although SE shall reasonably evaluate the circumstances in order to determine the propriety of your reimbursement. However, SE shall be entitled to deduct from any refund recoverable, the reasonable actual and potential costs to SE of the Force Majeure.

5.4 Regarding civil unrest, once SE has investigated the prevailing situation, it shall remain in SE's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper enquiries, the Company is of the opinion that the trip could proceed, no refund will be payable to you, and the provisions of Paragraph 2 shall apply.

6. INSURANCE

SE insists that you obtain the following types of insurance which are commercially available, and supplies details of two such options of policies, which are effective for use worldwide:

Emergency medical evacuation, Accidental death and disability

And SE strongly advises that you take out cover for:

Trip cancellation

Major Medical and Loss of personal effects

7. SURCHARGES

Although SE anticipates and hopes that it will not need to levy surcharges, it reserves the right to do so on the invoice amount, if this becomes necessary. The Company will endeavor to notify you in writing as soon as it is aware of any likely surcharge (depending on the circumstances). If the surcharge is not paid within such time, the Company may construe such non-payment as an act of cancellation on your part and the provisions of Clause 2 shall apply. Any refund made by SE shall be at its sole and absolute discretion.



8. BOOKINGS, TERMS AND CONDITIONS

Bookings, terms and conditions govern the relationship between SE and you, to the total exclusion of any other bookings, terms and conditions. No alteration to the bookings, terms and conditions may be made by any of SE's employees, authorized representatives or agents, unless in writing by an authorized officer of SE. All decisions and matters subject to SE's discretion shall be made by an authorized officer of SE.

9. CARRIAGE BY LAND, SEA AND AIR

9.1 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 of which may limit liability. Land, Sea and Air travel are also subject to operational decisions of carriers and air and seaports which may result in cancellations, delays or diversions, over which SE has no control, and for which SE accepts no liability whatsoever.

9.2 Flights worldwide will usually be carried out by internal airlines and or established charter companies. However from time to time you may, by mutual agreement, be flown by Tim Lapage, a former professional pilot licensed in U.S.A. and Kenya. Flying may be carried out, by mutual consent, in private aircraft borrowed or hired for the purpose. In this case you are asked to release Tim Lapage, and his heirs and estate, from any or all liability for any personal injury or property damage that may be incurred whilst flying with him. You also may be asked to sign further indemnity in respect of the owners and operators of the aircraft flown. The same would apply to any other licensed pilot you may elect to fly with whilst on an SE trip in Africa, Australasia or South America.

10. BAGGAGE

Temporary or permanent loss of baggage is the responsibility of yourself or the carrier, and not SE. You must take out insurance to cover this.

11. TRAVEL DOCUMENTS AND VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required for the trip are obtained, are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by SE on your behalf) as a result of any failure by you to comply with such requirements.

12. SPECIAL REQUESTS

You must advise SE in writing of any special requests, e.g. diet or facility, when you submit your reservation to SE who will, if possible, oblige.

13. INFORMATION IN THE BROCHURES

All information given in SE's information literature, and that of other recommended operators, is to the best of SE's knowledge, correct at the time of booking.

14. DISPUTES



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If you have any cause for complaint while traveling, you must immediately bring it to the attention of SE's local representative, and the booked ground operator, who will attempt to resolve the situation. Other disputes will be settled by mediation, according to the laws of the state of Utah.

15. CONSENT

The payment of the deposit OR any other partial payment for a reservation on a safari constitutes consent to all provisions of the booking, and the conditions and general information which has been supplied to you. The terms under which you agree to take these safaris cannot be changed or amended, except in writing signed by an authorized officer of SE.

16. MONEY PAID TO BOOKING AGENTS

If your safari is booked with an agent, your booking agent will forward deposits and other payments to SE on your behalf. Since your booking agent is not our agent for the purpose of receipt of monies, there is no liability on our part unless and until we notify you (by way of a Booking Confirmation) that monies paid have been received by us. SE will issue a Booking Confirmation to your agent immediately upon receipt of their payment on your behalf.

17. CONDITION OF BOOKING

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

18. SEVERABILITY

The doctrine of severability shall apply to this agreement.

19. NOTICE OF ENFORCEABILITY

Please remember, when you book travel related services with SE, you are entering into a binding agreement that assumes all terms and conditions are fully understood, as stated in this document.

Please read, sign and return to us *only* the release form below (2 pages).



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WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

THIS AGREEMENT CONTAINS PROVISIONS WHEREBY YOU SURRENDER CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY.

I / We _____ (Please PRINT full names)

acknowledge that I am required to read carefully, understand the consequences, and agree to sign this Release of Liability and Assumption of Risk form at the time of my deposit, and before my arrival in any country for a tour or safari booked for me by Safari Experts L.C. ("SE") with various in country entities. By paying a deposit I have understood the terms and conditions as laid out in the SE literature, and also understand that this deposit confirms my safari arrangements and bookings. I understand it is my responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required are obtained, current, and in order. SE insists that I obtain the following types of insurance, which I understand are commercially available:

- Accidental death and disability
- Emergency medical evacuation

SE further recommends that I obtain insurance coverages for Major Medical, Loss of personal effects and Trip cancellation.

I am aware that adventure travel, whether in civilized or remote areas, by plane, train, automobile, boat, horseback, other conveyance, or on foot, contains inherent risks, foreseeable and unforeseeable, of illness, injury, death, or loss and damage of property, which may be caused by accident or negligence of others, forces of nature, and other causes known or unknown. I also understand the risks involved in walking with dangerous game, the harshness of wilderness habitat, and the forces of nature all of which are beyond the control of SE and or its nominated ground or air operators. I recognize that such risks may be present at any time before, during, and after the trip that I am participating in under the arrangements of Safari Experts L.C. and its agents or associates. I am also aware that medical services or facilities *may* not be readily available during the time I am participating in this trip.

In consideration of, and payment of a deposit and the balance when due, for the right to participate in this trip, and the activities, services, and food arranged for me by SE and its agents or associates, I (Releasor), certify that I have read all of the above, and fully understand its contents. I agree, and on behalf of any minors accompanying me agree, to hold Safari Experts L.C., its officers, owners, employees and/or suppliers (Releasees), harmless for any accidents, claims, losses, damages or liabilities, including illness, death, disability, injury, or loss or damage to Releasor or Releasors property, which might occur, including without limitation, those caused by the sole or contributory negligence of Safari Experts L.C. or its assigned ground or air operators. I expressly assume any and all risks with respect to the activities and circumstances described herein, and hereby unequivocally agree not to initiate any claims or legal actions or recourse against the Releasees on account of any losses, claims, costs, liabilities or damages, and further, agree not to challenge, in any manner, the unenforceability of this Agreement.



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Furthermore, I agree, and on behalf of any minors accompanying me, to indemnify and hold harmless hold Tim Lapage and any of his family members (Releasees), in their capacity of operating any part of a holiday booked or recommended by Safari Experts L.C, particularly in respect of driving or flying, for any accidents, claims, losses, damages or liabilities, including death, disability, injury, or loss or damage to Releasor or Releasors property, which might occur, including without limitation, those caused by the sole or contributory negligence of Safari Experts L.C. or its assigned ground or air operators.

I expressly assume any and all risks with respect to the activities and circumstances described herein, and pledge not to sue Releasees on account of any losses, claims, costs, liabilities or damages, and further, I agree not to claim the unenforceability of this Agreement. I agree that the foregoing obligation shall be binding upon me personally, as well as upon my heirs, executors and administrators, and members of my family, and shall also be binding upon any minors accompanying me.

I / We acknowledge that obtaining evacuation insurance coverage is a requirement to travel.: _____(initial)

RELEASOR / s Signature:

_____ Date: _____

_____ Date: _____

Notes:

a) Each member in the group is required to sign a copy of this form whether or not they are responsible for the financial arrangements of the trip. Minors under the age of 18 will be signed for on behalf of the parents or legal guardians.

b) At the time of your deposit, please return one copy of *just these last two pages* - the Release Form - to Safari Experts, by e-signature, or scanned email, and retain a copy, together with the preceding information, for your records.



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