



LIVE AFRICA BOOKING PAYMENT AND GENERAL TERMS AND CONDITIONS

1. Payment Terms

All prices quoted are based on tariffs in effect at the time of writing except where specifically stated otherwise. Prices are subject to alteration at any time consequent upon any changes in tariff or taxes imposed by our suppliers or changes in the rate of exchange. All charges include Government Tax at the current 14% in South Africa and shall be subject to alteration if the rate changes prior to the event.

Live Africa will undertake to do all possible to extend the suppliers deadlines, but cannot guarantee any extensions. Non –Payment by given deadlines may result in the cancellation of agreed services. No monies will be paid by Live Africa without having received appropriate funds from the client.

Payment Schedule

- a. 40% Non-Refundable deposit is required on Confirmation of booking to secure Air and Land Travel.
- b. 60% payable 90 days prior to itinerary start date.

2. Accepted Method of Payment

1. Checks Payable to Live Africa LLC
2. Credit Cards are subject to a 3% processing fee
3. Transfers are to be directed to the following Bank Account:
Account Name: Live Africa LLC
Bank Name: Silicon Valley Bank
Branch: 3003 Tasman Drive, Santa Clara, CA 95054
ABN Number: 121140399
Account no: 3300904544

3. Cancellation and Refund Terms:

Cancellation of your booking must be in writing. Cancellations are only effective on receipt of written notification. If prior to 8 weeks before departure your deposit is forfeited. If your cancellation is made after the due date for full payment of your tour fare, charges will be levied. The scale of charges, expressed as a percentage of the tour prices, is as follows:-

- c. More than 8 weeks notice - Deposit forfeited
- d. Less than 8 weeks notice - Deposit plus 25 %
- e. Less than 4 weeks notice - 50 %
- f. Less than 3 weeks notice - 60 %
- g. Less than 2 weeks notice - 100%

Should you fail to join a safari, or join it after departure, or leave it prior to its completion, no tour refund can be made. [Please note that if the reason for cancellation falls within the terms of any holiday insurance policy that you hold, then, subject to the terms of the insurance policy, your insurance company will normally refund you.]

4. Booking Procedures

- a. On receipt of your deposit, we will, subject to availability, reserve your place on your selected safari. When we send off your confirmation invoice to the various suppliers, your booking is confirmed and accepted by us.
- b. Final payment is due not later than 8 weeks prior to departure. On receipt of your full payment, we will send you all your final Safari Pre Preparation Package, safari information, clothing lists, etc.

5. If you Change Your Booking

- After your booking has been confirmed, should you wish to change to an earlier departure date, you may do so subject to availability and pricing variances.
- Normal cancellation fees apply if you wish to postpone your departure, without a new scheduled date.
- Any additions to your itinerary will be subject to the same terms and conditions and therefore a further 30% deposit relating to that addition will need to be paid to ensure the addition is secured.

6. Luggage Restrictions

For safety reasons and because space is restricted on scheduled air transfers if traveling with Air Charters, usually used to transfer guest to safari lodges is restricted to a maximum of 12 kg (26 lbs) per person in a soft, no wheels bag (44 lbs with in Botswana and Namibia) – this includes camera equipment and hand luggage and must be packed in a soft bag. Should guests arrive with excess baggage without prior warning their baggage could be delayed, as we may have to fly the baggage into camps at a later stage at an additional cost. However, should the guests know in advance that the baggage will exceed the limit; we can usually book an extra seat for the bags on the aircraft, or provide storage, at an additional cost to them.

7. Currency Fluctuations

Safari itineraries may include multiple currencies which vary depending on the countries visited, we do not build any allowance into the itinerary pricing to accommodate for fluctuations therefore as currencies continuously adjust, it may be necessary for us to raise the price of the itinerary, at anytime before final payment. An increase in your itinerary price due to currency fluctuations at time of payment are not sufficient grounds for any refund of any fees already paid or just cause to cancel your itinerary.

8. Our Responsibility

All bookings are accepted on the specific conditions that Live Africa LLC and/or other subsidiaries, affiliated companies, agents act only as booking agents for the owners, outfitters, operators, contractors, providing means of transportation, accommodation, sightseeing and tours whether by aircraft, railroad, motor coach, ship, boat, or any other means.

All tickets, exchange orders or vouchers issued by those described above are subject to any and all terms and conditions under which such means of transportation, accommodation or any other services are offered or provided.

Live Africa and/or their representatives reserve the right to withdraw such a tour or any part of it, to make such alterations in the Itinerary only with the prior consent of the client as is deemed necessary or desirable, also to refuse to accept or retain as a member of the tour any person at any time, and to pass on to tour members any expenditure occasioned by delays or events beyond our control. In case of any appreciable variation in costs, the right is reserved to make such adjustments to rates as necessary.

9. Wild Animals

Please be aware that our safaris may take you into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Neither Live Africa, nor their employees, nor agents can be held responsible for any injury or incident on the safari. Please note that all our camps are not fenced and animals may move freely in and around the camps. Please follow all camp staff safety instructions carefully.

10. Passport & Visas

The onus is upon the guest to ensure that passports and visas are valid for the countries visited. Live Africa, their staff and their agents cannot be held liable for any visas, etc. not held by the guests, nor the cost of visas.

11. Not Included

Insurance to cover for cancellation and curtailment, medical, baggage and money, emergency evacuation back home; beverages in certain areas; personal laundry at certain camps; gratuities to guides, paddlers and to staff; any excursion not related to the safari; optional meals in Victoria Falls and the bigger towns and cities; scheduled airfares; transfers and departure taxes.

12. Health and Medical

Travel to countries within Africa has specific health and vaccination requirements. The onus is on the individual to discuss their medical requirements with their medical physician. Please consult the World Health Organization website (<http://www.who.int>) for updated travel health requirements.

Participating on Safari or touring in Southern Africa requires that you be generally in good health. It is essential that persons with any medical condition and or related dietary or allergic restrictions make them known to Live Africa in writing prior to departure and indicate such restrictions and requirements on their Reservation Booking Form.

Anti-malaria precautions should be taken and the onus is on the client to consult their medical practitioner regarding their options and any other vaccinations that may be recommended. If you are a contagious-disease carrier, you must let us know when booking your safari.

13. Photography

The company reserves the right without further notice to make use of any photograph or film taken on the safari by our photographers without payment or permission.

14. Changes to Schedules

Although every effort is made to adhere to schedules it should be borne in mind that the Company reserves the right and in fact is obliged to occasionally change routes and camps on safaris as dictated by changing conditions. Such conditions may be brought about by seasonal rainfall on bush tracks, airfields and in game areas, by game migrations from one region to another, or airline or other booking problems. Live Africa shall not be held responsible for such itinerary changes and shall not be held liable for any refund, provided such changes are beyond the control of Live Africa.

Whilst the company uses its best endeavors to ensure that all anticipated accommodation is available as planned, there shall be no claim of any nature whatsoever against Live Africa for a refund either in the whole or part, if any accommodation or excursion is unavailable and a reasonable alternative is not found. If the guest is unable to use any service provided in the itinerary, then there are no refunds due.

15. Refunds

Whilst the company uses its best endeavors to ensure that all anticipated accommodation is available as planned, there shall be no claim of any nature whatsoever against Live Africa for a refund either in the whole or part, if any accommodation or excursion is unavailable and a reasonable alternative is not found. If the guest is unable to use any service provided in the itinerary, then there are no refunds due.

16. Insurance

It is a condition of booking, that the sole responsibility lies with the guest to ensure that they carry the correct comprehensive travel and medical insurance to cover themselves, as well as any dependents/travelling companions for the duration of their trip to Southern Africa. This insurance should include cover in respect of, but not limited to, the following eventualities: cancellation or curtailment of the safari, emergency evacuation expenses, medical expenses, repatriation expenses, damage/theft/loss of personal baggage, money and goods. Live Africa, including their representatives, employees and agents will take no responsibility for any costs, losses incurred or suffered by the guest, or guest's dependents or travelling companions, with regards to, but not limited to, any of the above mentioned eventualities. Guests will be charged directly by the relevant service providers for any emergency services they may require, and may find themselves in a position unable to access such services should they not be carrying the relevant insurance cover.

17. Airlines and Delays

The airlines concerned are not to be held liable for any act, omission or event during the time the passengers are not on board their planes or conveyance. The passengers' tickets in use by the airline or by other carriers concerned when issued shall constitute the sole contract between the airlines and the purchaser of these tickets and/or passengers. Please note that we subcontract the flying services to independent charter operations, and they are responsible for the flying.

Airfares are subject to change without prior notice. Note that Inter Africa airfares, whether included in your total trip cost to you separately, may be due and payable in full to Live Africa any time after your initial deposit in order for us to secure ticketing for these flights as required by the airline or tour operator. Live Africa is not responsible for any airline schedule or fare changes, cancellation, overbooking, damage or loss of baggage and property to the extent that such items are beyond its control.

Any and all claims for any loss or injury suffered on any airline must be made directly with the airline involve and NOT to Live Africa. Air schedule changes may necessitate additional nights being added to your tour. Provided these schedule changes are beyond the control of Live Africa, any resulting additional costs must be borne by the guest. Live Africa cannot be held liable for any delays or additional costs incurred as a result of airlines not running on schedule.

18. Prices

We will do our utmost to keep to the prices published. Should increases be forced on us by airlines, exchange rates, etc., we reserve the right to surcharge without notice, up to a maximum of 10% of the tour fare.

19. Consent

The payment of the deposit OR any other partial payment for a reservation on a safari constitutes consent by all guests covered by that payment to all provisions of the conditions and general information contained in this document whether the guest has signed the booking form or not. The terms, under which you agree to take these safaris, cannot be changed or amended except in writing signed by an authorized director of Live Africa.

20. General Disclaimer

In all matters relating to the making of arrangements for hotel and/or motel accommodations, sightseeing tours and services provided incidental thereto, entertainment, and transportation by air, railroad, motor bus, automobile, or steamship, LIVE AFRICA and its subsidiaries act only in the capacity of an agent for the airlines, hotels/motels, and other suppliers stated in the tour literature describing the services purchased.

Because of its status as an agent, and because it maintains no control over the personnel, equipment, or operations of these travel suppliers, LIVE AFRICA and its subsidiaries assume no responsibility for and cannot be held liable for any personal injury, property damage or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason of (1) any wrongful, negligent, or unauthorized acts or omissions on the part of any of the suppliers, (2) any wrongful, negligent, or unauthorized acts or omissions on the part of any employee of any of these suppliers, (3) any defect in or failure of any vehicle, equipment, or instrument owned, operated or otherwise used by any of these suppliers, or (4) any wrongful or negligent acts or omissions on the part of any other party not under the supervision and control, direct or otherwise, of LIVE AFRICA

LIVE AFRICA may not be held responsible should the travelers disliked the country, places, the food and the climate while traveling on pre-customized tours. For all of our escorted tours, our travelers are briefed prior to departure. Should the traveler disagree with one or many options/activities on the trip, LIVE AFRICA will accept comments and remarks and do its best to accommodate the traveler to make the vacation as enjoyable as possible.

LIVE AFRICA, for all tours and packages involving villa or apartment rentals, will hold the travelers and renters responsible for any damages that incurred during their stay up to a reasonable point. The traveler will be able to request repair/replacement invoices and dispute any abusive charges as long as a counter-expertise is requested and paid for by the traveler. LIVE AFRICA will debit the traveler's card on file and hold funds until the dispute has been being resolved. For cash paying customers, an invoice will be mailed with payment due within 30 days of receipt. Failure to dispute or comply may result in legal challenges, including finance charges of 25% APR.