

TOUR APPLICATION

Thank you for your interest in traveling with CAT Safaris! Please print and fill out the following form to the best of your ability and send back to us.

Name of Trip			Trip Date	
Full Name as it appears of	on your passport			
How would you like your	name to appear on	the trip r	roster?	
			de Country	
			Office Phone	
			Fax	
			Would you like to appear on the trip roster? YesNo	
			I Status Gender	
			Birthdate (MM/DD/YY)	
			Place of Issue	
			Date of Expiration	
			Airline Miles #	
On the plane I prefer				
			·	
□ I want room by myself			Smoker DNonsmoker	
,			Relationship	
			Email	
			d C.A.T Safaris Terms & Conditions	
Signed			2	
www.catsafaris.com		Fax 1.866.258.9060info@catsafaris.com		

TERMS & CONDITIONS

CAT Safaris is a division of Cheap Africa Tickets, Inc referred to in this Terms & Conditions agreement as "CAT Safaris".

1. Contract

There shall be no binding contract between CAT Safaris and the client until the following 3 conditions are met:

1.1 CAT Safaris Tour Application Form has been signed

1.2 Deposit has been paid

1.3 Bookings Terms & conditions have been confirmed by client.

2. Payments

2.1 A 25% deposit per person is required to secure your reservations, balance due 120 days before arrival.
2.2 No client will be permitted to commence any itinerary without payment in full being received by CAT Safaris. If the full amount is not received, CAT Safaris shall be entitled in its discretion to treat the reservation as cancelled, and consequently to forfeit such part of the advance payment as determined solely by CAT Safaris. Late applicants may join the tour based on accommodation availability.

2.3 Invoices in foreign currencies shall be paid by no later than the date specified on the invoice.

2.4 If CAT Safaris accepts payment by Credit Card from a guest, a 4% surcharge will be added to the total price.
2.5 \$100 for additional communications faxes and express mail costs may apply if reservation is made 60 days prior to the date of departure.

2.6 \$100 per booking for each change on revisions made 60 days prior. 59 days or less, cancellation fees may apply.

3. CANCELLATION

3.1 Cancellations must be made in writing to CAT Safaris.**3.2** Land prices are subject to cancellation charges based on number of days before the departure date.

- **3.2.1** More than 120 days10%
- **3.2.2** Between 119 90 days20%
- **3.2.3** Between 89 and 59 days50%
- **3.2.4** Less than 60 days100%

3.3 There is no refund for any unused portions of the tour program once tour has commenced.

3.4 Cancellation penalties on airfare are additional and will depend on the applicable airfare.

3.5 Gorilla Tracking Permits for Rwanda & Uganda are non-refundable in addition to the penalties above.

3.6 Cancellation for air reservations are subject to airline Terms & Conditions.

4. TOUR PRICES

4.1 All tours prices are based on rates (including foreign exchange rates) known at the time of printing/publishing and are subject to change without notice if such rates change prior to departure.

4.2 In the event of severe currency fluctuation, increase in fuel costs or tariff rates, the cost is subject to adjustment.

5. TOUR APPLICATION FORM

5.1 Must be fully completed, signed and submitted no later than final payment date. Correct passport names must be provided at time of reservations and on the Tour Application form. CAT Safaris will not be responsible for any errors as a result of misspelled names on these lists.

5.2 The final documents will not be issued if the tour Application forms is not received by CAT Safaris.
5.3 A signed Tour Application form is an acceptance of the tour program and rate confirmed, and also an acceptance of the tour Terms & Conditions by the traveler.

6. AIR TRANSPORTATION

6.1 Name changes are not permitted on most airlines.
Name changes on air reservations will result in automatic cancellation of the existing air reservation by the airline.
Rebooking will be subject to availability and new fares.
6.2 Any action by the airline is entirely beyond the control of CAT Safaris.

7. INSURANCE

7.1 Travel and cancellation insurance is mandatory for every Guest. CAT Safaris strongly recommends you to purchase insurance covering medical, trip cancellation and interruption, and loss of baggage. All this can be done online & is self-explanatory.

7.2 The carriage and storage of all baggage and personal effects are at all times the client's risk.

8. ACCEPTABLE FORMS OF PAYMENTS

8.1 Checks, Wire Transfer, Visa, MasterCard or American Express.

8.2 Travelers making payments by credit card will be required to complete the Credit Card Authorization form, and shall agree not to request any charge backs on their credit card until any disputed matters are resolved with CAT Safaris.

9. VISA & PASSPORTS

9.1 A valid passport is required for all travelers. It must be valid six months after return to USA. US citizens require a visa for entry into Kenya.

9.2 Visa requirements are subject to change without notice, Visas are required we strongly recommend they be obtained before departure.

9.3 Securing any visa is the responsibility of each traveler. CAT Safaris and its agents cannot be held responsible should the necessary visa requirements not be fulfilled.

10. ACCOMMODATIONS

10.1 Accommodations are based on double occupancy with private bath at hotels, lodges, and camps.

10.2 Single rooms are subject to a supplemental charge.10.3 Children under the age of 8 years cannot be accepted at any of the "tree hotels."

11. BAGGAGE ALLOWANCE

11.1 Please contact the international airline for baggage restrictions.

11.2 CAT Safaris and associated companies shall not be liable for any losses or damage to baggage and personal effects as a result of negligence by airport baggage agents, hotel staff or other personnel not employed by CAT Safaris and associated companies, including and not limited to airlines, courier services, cargo staff, and the like.

12. TOUR MEMBERSHIP

12.1 In our endeavor to ensure congenial membership, we reserve the right to refuse the application of anyone and/or to expel any tour member whose conduct is incompatible with the interest and wellbeing of the other tour participants.

13. HEALTH REQUIREMENTS

13.1 In order to enjoy the tour, passengers must be in general good health and associated companies reserve the right to disqualify a tour participant at any time if, in the sole judgment of such entities, a tour participant is not deemed by them to be medically fit for travel.

13.2 It is the responsibility of guest to check with their medical professional, local health board or the Center for Disease Control specific health requirements.

14. TRAVEL DESTINATIONS

14.1 Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. CATSafaris.com urges passengers to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at www.state.gov, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, <u>www.treas.gov/ofac</u> and <u>www.customs.gov</u>

14.2 BY OFFERING FOR SALE TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, catsafaris.com DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

16. PREGNANCY

16.1 Pregnant passengers must notify CAT Safaris of their ability to travel at time of deposit. Please note that trip insurance does not usually cover normal pregnancy.

16.2 CAT Safaris will not accept passengers who are past their fifth month of pregnancy prior to start of the tour.

17. EXCLUSIONS

17.1 Expenses and terms not mentioned are not covered, including but not limited to: passport, visa and immunization charges; meals other than stated; beverages such as tea or coffee served with meals; laundry and pressing service; items of a personal nature; baggage handling and transportation to any hometown airports and gratuities to tour drivers/guides, departure taxes

17.2 The airlines concerned are not responsible for any act, omission, or event during the time passengers are not aboard their conveyance.

18. CLAIMS, COMPLAINTS & REFUND POLICY

18.1 Except for verifiable extenuating circumstances, there are no refunds, whatsoever, for any unused tour services including but not limited to accommodations, meals, internal flights or sightseeing. Any refunds for unused tour services shall be issued in the sole discretion of Cat Safaris.

19. USE OF PHOTOGRAPHY

19.1 CAT Safaris and associated companies reserve the right to take photographs during the operation of a tour and may use the same for promotional purposes. By reserving a tour with CAT Safaris, tour participants agree to allow their images to be used for the purpose stated.

19.2 If a tour participant does not wish to allow his or her image to be used, he or she must advise the guide/escort at the commencement of the tour.

20. RESPONSIBILITY

20.1 CAT Safaris, its affiliates and related persons act as agents for hotels, airlines, bus companies, railroads and those providing accommodations, transportation, meals, tours, sightseeing and other pertinent services. All vouchers, contracts and tickets issued by CAT Safaris or its agents, are issued subject to current tariffs, terms and conditions under which the services are provided by such hotels, airlines, bus, railroad and tour companies. **20.2** CAT Safaris cannot be held responsible for any additional costs incurred by the passenger due to missed, canceled or delayed flights. These costs will be borne by the tour member. By the acceptance of vouchers, contracts, or tickets, the tour member agrees to the foregoing and also agrees that neither CAT Safaris, or its affiliates shall be or become liable or responsible for any loss, injury of damage of person, property or otherwise in connection with and accommodations, transportation, or other services, resulting directly or indirectly from acts of God, dangers incident to the bush, the sea, by fire, machinery, actual or intended wars, whether declared or not, hostilities, civil disturbances, strikes, riots, thefts, sickness, quarantines, medical or custom regulations, defaults, delays or cancellation or of changes in itinerary, from causes beyond the control of CAT Safaris.

20.3 Anyone not utilizing the pre-arranged transportation is responsible for the cost of any substitute transportation.
20.4 No change in the itineraries is expected, however we reserve the right to make them if necessary. Because of the unforeseen circumstances in transportation schedules, the land portion of our tour may be occasionally extended or curtailed.

20.5 CAT Safaris reserves the right to accept or retain anyone as passenger on its trip or to cancel a trip. Unused portions of the itineraries are not refundable.

20.6 CAT Safaris reserves the right to employ subcontractors to carry out all or any part of the services to be supplied, and in the event of the exercise of such right the terms of the clause relating to the company's liability shall apply. Tour members are strongly advised to purchase the appropriate insurance for their belongings. Individuals that choose not to purchase insurance coverage will be liable for all costs in the case of cancellation, trip delays, damage or loss of baggage and medical emergencies, howsoever caused.

21. DISCLOSURE NOTICE

21.1 Please be aware that during your participation in a CAT Safaris tour certain risks and dangers may arise, including, but not limited to, the hazards of traveling in undeveloped areas, travel by boat, train, automobile, aircraft or other means of conveyance, the forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical facilities. Also be aware and clearly understand that CAT Safaris will not have liability regarding provisions of medical care or the adequacy of any care that may be rendered.

21.2 YOU ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE TO ACCEPT ANY RISKS.

22. AS LAWFUL CONSIDERATION for the agreement with CAT Safaris to participate in such trips and activities you hereby agree that you will not make a claim against CAT Safaris or sue for bodily injury, emotional trauma, death and/or property damage, however caused, as a result of your participation in the safari tour. You therefore release CAT Safaris & its employees from all claims, actions, and demands that you may have for bodily injury, death, or property damage arising from your participation in a tour. This release of Liability and Assumption of Risk agreement is entered into on behalf of all members of your family including minors accompanying you. This agreement is binding on your heirs, legal representatives and assigns. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

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