



anywhere  
in  
africa



## Anywhere in Africa Safaris

### Terms and Conditions

These general terms and conditions of business are applicable to bookings made directly with Anywhere in Africa Safaris CC (referred to in these terms and conditions as AIA).

AIA is a **Tour Operator**, not a Travel Agency. As your Agent and on your behalf, we, therefore, contract and operate with the relevant service providers subject to the specific terms and conditions of property owners, suppliers and other travel-related operators that we use (hereinafter referred to as the "Third-Party Suppliers). These Third-Party Suppliers are carefully vetted and selected by AIA. The conditions stipulated herein (AIA T&C) and the terms and conditions of Third-Party Suppliers (Third-Party T&C) apply to all enquiries, advice, quotations, tour packages or estimates addressed to, provided by or bookings made by AIA.

AIA makes every effort to engage quality Third-Party Suppliers among the airlines, hotels, tour operators and other service providers to provide the travel products making up the Tour featured and to ensure that the various services making up the Tour will be carried out efficiently and as specified. AIA does not, however, have direct control over the provision of services by suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any supplier in carrying out the arrangements of the Tour, or otherwise in connection therewith. AIA shall not be responsible if animal sightings or special requests cannot be obtained or procured, and that there will be no claim against AIA in this regard. AIA will, however, endeavour to assist and/or advise you as best we can in this regard. The Third-Party T&C (which is often constituted by the ticket issued by them) shall constitute the sole contract between the Third-Party Supplier and the Client and any right of recourse the Client may have, will be solely against such then Third-Party Supplier.

#### 1. **BOOKING PROCESS**

- a) The Client / Traveller is responsible to inform AIA of any bookings, confirmations, booking amendments, reductions or cancellations of rooms or services in writing by email to enable AIA to make the required itinerary changes. The onus of proof of delivery will rest on the Client / Traveller, who acknowledges and agrees that the booking process will be facilitated through AIA and any changes and amendments must be done through AIA and not directly with any of the third-party suppliers.
- b) Provisional booking periods are determined by third-party suppliers and AIA reserves the right to release reservations if the provisional booking period is reached with no confirmation and/or deposit received from the Client / Traveller.
- c) AIA, at the request of the Client / Traveller in writing, will attempt to extend provisional bookings. Any extension of any provisional period will, however, remain at the sole and unfettered discretion of third-party suppliers.

- d) It is recommended that the Client / Traveller be in possession of the required deposit payment before confirming any reservations with AIA, to avoid any delays in confirmation.
- e) We require updated copies of all Client / Traveller's passports upon confirmation of booking.

## 2. GENERAL TRAVEL RELATED TO COVID-19 AND OTHER PANDEMICS

- a) Your itinerary designed and implemented by AIA, will include accommodation services at properties, and / or ancillary services such as transfers, tours and activities that are supplied by independent third-party owners / or operators; not owned and / or managed by AIA. Whilst all Third-Party Service Providers of AIA have committed to implementing processes and procedures as to the Health and Safety protocols implemented by the various countries and proposed by the WHO, to try and protect clients making use of their services, AIA is not in a position to validate or dictate their health and safety protocols which will inevitably vary between Third-Party Service Providers. As a result, AIA cannot confirm the standard to which Third Party Service Providers protocols adhere to and as such we cannot accept any form of liability (in the broadest terms), should you (or a member of your party) contract an infectious disease (including Covid-19) when using the services of a Third-Party Service Provider.
- b) When traveling to all Destinations in Africa and Indian Ocean Islands:
  - All clients are to bring and wear a cloth mask that can be used in all public areas and during all activities at all times
  - Frequently sanitize your hands or wash your hands with soap and water as often as possible.
  - Always observe social distancing practices and keep 1.5m-2m away from other people.
  - Should any Client exhibit symptoms or they have a temperature above 37.3 degrees Celsius or when medical services suspect they have Covid-19 - these Clients will be required to isolate in their room and will not be allowed to join scheduled activities until results of the Covid-19 test is received.
  - In the event that a Client tests positive for Covid-19 they will be required to be quarantined according to the specific country regulations, at the Client's cost.

## 3. PAYMENT POLICY - DEPOSIT AND FINAL PAYMENT

- a) Reservations are confirmed upon receipt of written / emailed confirmation and followed by a **30% advanced payment fee to secure the booking** as per the invoice and stipulated payment date. In addition, all airline tickets and gorilla permits will require full payment upfront. This advanced payment comprises;
  - 20% (or more) commitment fee to secure services with Third Party Suppliers which will then be paid to the relevant suppliers on your behalf. This commitment fee is non-refundable.
  - 10% AIA planning and coordinating fee for the Tour Package. This planning fee is non-refundable.
  - In addition, all airline tickets and gorilla permits will require full payment to confirm and issue. Depending on the service provider, these payments have also been seen to be non-refundable.
- b) The payment fee is non-refundable due to various commitments in pre-planning the Tour Package. The Client will need to acquire and maintain comprehensive travel insurance to cover, amongst others, this non-refundable fee.
- c) Receipt of the payment fee by AIA shall be deemed and accepted as your consent to and acceptance of the AIA and Third-Party Suppliers' terms and conditions.
- d) Should any supplier of AIA require different payment terms or deposits (i.e. due to it being December or Peak Season) AIA will advise the client in writing and amend payment requirements. The invoice will be in the currency of the payment required.
- e) AIA reserves the right to request payment by credit card to secure all short lead time bookings which have been confirmed within 10 (ten) days of travel. Note there is an admin fee added to all credit card payments.
- f) On receipt of your payment fee, AIA will pay out the deposits to the relevant suppliers on your behalf to secure the bookings.
- g) Should bookings be made less than 60 days (for less than 10 people traveling) or 90 days (for 10 or more people travelling), prior to arrival, full payment is required immediately.

- h) Final settlement of the services contracted for and on your behalf will be required no later than 60 days (for less than 10 people traveling) and no less than 90 days (for 10 or more people travelling), prior to the commencement date of the itinerary.
- i) Reservations shall be considered full and paid up once a final invoice has been issued and paid within 48 hours of the issuing of such an invoice.
- j) If the deposit or final payment is not paid in due time (for less than 10 people traveling) or 90 days (more than 10 people travelling), AIA reserves the right to treat this booking as cancelled, with no refund due on deposit paid, alternatively, should the deposit invoice or the final invoice not be paid within the time specified, AIA reserves the right to re-issue the invoice should there be an increase in foreign exchange rates, accommodation increased, airlines rates or any other related costs (subject to acceptance of such a late booking and/or payment by the Third-Party Suppliers).
- k) Should AIA book and confirm internal flights (domestic or regional), full payment will be required to secure the price quoted in order to avoid any disappointment.
- l) Prices and availability are subject to change until full payment is received or until funds reflect in AIA bank account (minimum 2 days).
- m) No refunds will be considered unless provisions to the contrary are contained herein. Refunds by the Third-Party Suppliers will be subject to their terms and conditions.

**4. STANDARD CANCELLATION POLICY (NON COVID RELATED)**

The date of cancellation shall be deemed to be the date on which written (by e-mail) notification is received by AIA.

- a) 61 days or more, prior to arrival, then 30% of total to be paid shall be retained as a reasonable cancellation fee.
- b) 100% cancellation fee as per the package price, will be charged if cancelled 60 days or less (for less than 10 people traveling) and 90 days or less (for 10 or more people travelling), from the commencement date of the itinerary and subject to the specific terms and conditions of the relevant suppliers.
- c) 100% cancellation fee will be charged if the client cancels their private charter flight within 30 days of departure.
- d) AIA and Third-Party Suppliers are indemnified against all and any liability by the Client in the event that any relevant government or country issues travel restrictions or bans on travel which will affect the Final Confirmed Itinerary.
- e) Should the Client fail to join the safari or use the establishments and service providers booked by AIA, the client does so at their own risk and cost and AIA will not be liable for a refund or credit to the client.
- f) AIA reserves the right to claim the services, administration, communication, and cancellation charges which will include, but not be limited to, any charges levied by a supplier against AIA in respect of such booking. These fees will incur a minimum charge of R800 per person but will not be limited to this amount.
- g) All cancelled bookings that qualify for a refund, will be refunded less a 15% handling fee.

**5. COVID AND PANDEMIC RELATED CANCELLATION POLICY**

**These terms only apply to Covid-19 and Pandemic related reasons for cancellations, and these include:**

As long as Covid-19 conditions apply to a reservation, AIA will negotiate with the relevant suppliers for refunds and/or postponements. Note all Clients must have private travel insurance to cover medical care or unexpected hotel stay.

- a) The World Health Organization has not revised and relaxed the Global Pandemic status.
- b) The Government in the Client's country of origin imposes a travel ban and Clients are unable to travel.
- c) The Government in the Client's destination country (or transit country) imposed a travel ban and Clients are unable to travel.
- d) The Government in the Client's country of origin and/or destination country imposed a mandatory quarantine and Clients are unable or unwilling to travel.

- e) If an establishment has to close due to Covid-19 reasons and is unable to fulfil their obligations for Guest's travel.
- f) The destinations in the Client's itinerary have closed their borders to international travellers.
- g) Cancellations due to the fear of contracting Covid-19 or the presence of comorbidities will not be sufficient nor legitimate grounds for cancellations and the waiving of cancellation fees.
- h) If a Client is diagnosed with Covid-19 while on a trip with AIA. This becomes a medical emergency and travel insurance should cover the costs of 100% no-show cancellation fees. It is compulsory that all Travellers take out comprehensive insurance cover.
- i) Electing to cancel a booking based on the current level of uncertainty is understandable, but our advice to Clients is not to rush to do so, especially as some suppliers have elected to impose cancellation policies which may result in any deposits or other monies already paid being unrecoverable. At this time, deferral of travel plans still remains the best option to ensure monies paid are retained for future use. AIA will continue to deal with each request for postponement or cancellation on a case by case basis, and we will assist as far as possible within the confines of the terms imposed on us by the relevant suppliers.
- j) International flights are cancelled with no alternative routing available for Clients to use to reach their arrival destination.
- k) AIA reserves the right to claim the services, administration, communication, and cancellation charges which will include, but not be limited to, any charges levied by a supplier against AIA in respect of such booking. These fees will incur a minimum charge of R800 per person but will not be limited to this amount.
- l) All cancelled bookings that qualify for a refund, will be refunded less a 15% handling fee.

**AIA reserves the right to ask for any reasonable evidence, written statements and or documents to support the reason given for cancellation of the booking made with AIA. Any other reasons for cancellation will be subject to our Standard Terms and Conditions.**

#### **6. REFUND POLICY**

- a) No refunds are due on the advanced payment fee.
- b) Once the Final Confirmed Itinerary date has commenced, refunds will not be made for voluntarily missed tours, meals cancelled, no show at accommodation, no show on flights or any other travel related activities or service confirmed on your Tour.
- c) Airfares are quoted and booked on discounted rates and once tickets are paid for and issued no refunds will be due.

#### **7. BANK TRANSFER**

All invoices will have the relevant USD or SA Rand banking details indicated for payment by bank transfer.

#### **8. CREDIT CARD TRANSACTIONS**

- a) AIA accepts Visa, Mastercard and Amex credit cards only.
- b) All credit card transactions are processed in SA Rands, if you wish to pay US Dollar invoices by credit card the US Dollar amount on the invoice will be converted to SA Rands as per First National Bank Selling Rate on the day. (Refunds that may be processed after payment shall be done in the currency paid after conversion from ZAR to USD at the date of refund. Changes in currency values will be for the Client's account).

#### **9. COSTS**

- a) AIA will add an additional administration fee of 3,5% on all non-cash payments
- b) AIA quotations are based on anticipated costs and are subject to amendments. There are times that these anticipated costs increase due to circumstances outside the control of AIA. These increases can be in relation to fuel surcharges, entrance fees, government / regional levies, ban by governments on travel, airline liquidation, Vat, taxes, amended/ re-routed airfares, and accommodation.
- c) Full payment is required for flights before tickets can be confirmed or issued.
- d) The total package is inclusive of the AIA fee and relevant VAT on specific services.

- e) Unless expressly included, the following costs are excluded from all Tours, Packages or Final Confirmed Itineraries offered by AIA. International flights, telephone calls, laundry, drinks, meals, items of personal nature i.e. curios, optional excursions or tours, gratuities, tipping, insurance to cover non-refundable advanced payment fee and full payments, cancellation, medical expenses, baggage, emergency evacuation, visas, family travel documents for travel to any country.

## 10. **PAYING INVOICES**

If you receive any notification via email or any other correspondence advising of any banking changes for AIA; it is your responsibility to check prior to payment with AIA directly that this information is correct or not.

Call and speak to Kirsty Gordon immediately on 0027 79 4745119 or 0027 21 671 2889.

Anywhere in Africa Safaris **will not be held responsible** if you pay your deposit or final payment into an incorrect bank account.

## 11. **CLIENT / TRAVELLER RESPONSIBILITY PRIOR TO AND DURING TRAVEL**

- a) Once the booking has been confirmed in writing by the Client / Traveller and the advanced payment fee has been paid to AIA, it shall be deemed to be confirmed that these Terms and Conditions have been read and understood; that the Client / Traveller agrees to be bound by these terms.
- b) It is the Client / Traveller's responsibility to read through all proposals/quotes, documents, itineraries, invoices, directions and to open any website links presented to them by AIA.
- c) It is the Client / Traveller's responsibility to let AIA know if they are not in agreement with the proposal or correspondence presented to them, prior to their written confirmation advising AIA to proceed with the booking.
- d) The Client / Traveller is responsible to ensure that they are in possession of the necessary and correct travel documents as per the Final Confirmed Itinerary:
- Visas;
  - Passports;
  - Unabridged birth certificates and affidavits for children under 18 years of age traveling;
  - Proof of all relevant inoculations;
  - Comprehensive Insurance Certificate.
- e) It is of utmost importance that you thoroughly check your visa and passport requirements well before the intended date of travel, as AIA will not be held responsible should the necessary visa or passport requirements not be complied with.
- f) Passports must be valid for a least 6 (six) months from your return date. There must be a least three blank visa pages in the passport (not endorsement pages). Failure to adhere hereto may result in the Client / Traveller being denied entry into the country or being disallowed to board the aircraft.
- g) Most countries do not accept temporary passports; it is the responsibility of the Client / Traveller to check with the relevant embassy.
- h) AIA will not be held liable for any delays, costs incurred, or any other inconvenience caused, if you are denied entry into a country due to incorrect documents or inoculations. It is the responsibility of each Client / Traveller to ensure they have the necessary visas or inoculations that may be required in respect of the proposed Tour and Final Confirmed Itinerary for the relevant African and Indian Ocean countries, this includes all transit points. AIA does NOT offer a visa service.
- i) The Client / Traveller is responsible to ensure that they are in possession of necessary health requirements and certificates that may be required for travel to countries on their Confirmed Itinerary. Consult your doctor on malaria medication or speak to your local travel clinic. Yellow Fever inoculations are compulsory for East Africa and we recommend you take the additional following inoculations for Typhoid Fever, Hepatitis A & B, Cholera and Meningitis. Consult the World Health Organization in requirements for Covid related certificates / vaccinations related to travel.
- j) It is the Client / Traveller's responsibility to communicate any flight changes or cancellations to AIA in writing by email.
- k) It is the Client / Traveller's responsibility to take out comprehensive travel insurance covering them for personal effects, personal accident, medical and emergency travel expenses, cancellation, curtailment and "cancel for any reason" for the package / tour booked.

- l) The Client / Traveller needs to understand that travel in Africa or Indian Ocean Islands, may take you into isolated regions and in close proximity with wildlife. Client / Traveller's will be required to sign an indemnity and waiver form at the time of their safari or tour at the specific locations, lodges and / or adventure activities which are separate to the AIA terms and conditions and indemnity presented to the Client.
- m) The Client / Traveller is solely responsible for ensuring that all payments due to AIA are received timeously by AIA in accordance with the provisions of these terms and conditions.
- n) It is the Client / Traveller's responsibility to read through the Final Confirmed Itinerary that is supplied by AIA prior to travel on receipt of this document and to advise AIA if they have any flight changes, concerns or queries as to the Final Confirmed Itinerary presented.
- o) It is the Client / Traveller's responsibility to print a copy of the Final Confirmed Itinerary and any relevant documents related to this Final Confirmed Itinerary. These could include E-tickets, hotel / lodge vouchers, vouchers for day tours, activities, transfers and travel directions to lodges or venues (note that AIA will not be held liable if you use the GPS and end up at the incorrect venue). Note that these documents are the final confirmation details of all services which include all contact numbers, flight information, addresses and confirmation numbers.
- p) The Client / Traveller understands that this Final Confirmed Itinerary and final documents presented by AIA prior to your travel, supersedes any previous documents or correspondence.
- q) The Client / Traveller understands that all vouchers, receipts, and tickets are issued subject to the terms and conditions specified by AIA and suppliers. Acceptance of the Final Confirmed Itinerary, E-tickets and any relevant vouchers which are included in the AIA Final Confirmed Itinerary, is deemed your acceptance of the AIA and relevant suppliers' terms and conditions.
- r) The Client / Traveller is responsible for adhering to the luggage restrictions on the light aircrafts used in Africa. If you do not adhere to these restrictions, you will be charged by the airline on check-in accordingly:
  - Only 20 kg per person in a soft sided duffel bag allowed in South Africa
  - Only 15 kg per person in a soft sided duffel bag allowed in Namibia and Botswana
  - Only 15 kg per person in a soft sided duffel bags allowed in East Africa
  - Baggage limit includes main luggage; carry-on luggage and camera equipment
  - Baggage must be packed in small, flexible, soft sided bags
  - Large suitcases and other rigid frame luggage will NOT be permitted in the hold of the light aircraft
  - Luggage dimensions. This means we have small baggage stowage bays and restrictive weight limitations, for luggage.
  - Soft (all sides) luggage / duffel bags – with no frames or rigid structures. Wheels on a bag are only permissible if they are not part of a solid frame or rigid structure.
  - Maximum luggage size is 25cm (10 inches) wide x 30cm (12 inches) high x 62cm (24 inches) long
- s) That neither AIA nor its holding, parent company or representatives shall be liable for any loss, injury, death, or damages arising from the Client's participation in the Final Confirmed Itinerary. The Client / Traveller hereby irrevocably and unconditionally agrees that he/she accepts the Final Confirmed Itinerary at his/her own risk.
- t) Safekeeping of baggage and personal effects shall at all times remain the Client / Traveller's risk, AIA will assume no liability for lost or damaged luggage or personal effects during the Final Confirmed Itinerary.

## 12. **INSURANCE**

**Cancellation insurance is compulsory for all AIA bookings. It is the Client / Traveller's responsibility to take out their own comprehensive travel insurance at the time of confirming their trip. Make sure this includes "cancel for any reason" to ensure any funds lost can be recovered, accidental death and disability, cancellation or curtailment of trip, emergency evacuation, medical and repatriation expenses. Additional insurance highly recommended; damage, theft/loss of personal luggage, money or good. A certificate of comprehensive travel insurance shall be submitted to AIA as prerequisite for participation in the Final Confirmed Itinerary.**

- a) Note that this must be purchased and arranged with your insurance company on payment of your advanced payment fee to AIA or you might not be able to acquire the relevant insurance cover required.
- b) Travel insurance will cover unforeseen situations that might affect your ability to fulfil your travel obligations.
- c) Note that all advanced payment fees are non-refundable so you need to make sure you are covered by insurance should you cancel due to unforeseen circumstances.
- d) AIA and the suppliers will not refund or extend credit for the advanced payment fee or final payment as per cancellation terms.
- e) Note that cancellation policies and penalties from our suppliers are strictly enforced.
- f) AIA will not be held liable for cancellation, medical or unforeseen circumstances which have an effect on international, regional, or domestic flights or Final Confirmed Itinerary booked with AIA.
- g) Please make sure you have sufficient medical and travel insurance cover in place to cover in-hospital medical expenses and associated costs once admitted to hospital.
- h) We strongly recommend that you check what you are covered for, as not all travel insurance provides you with adequate cover for, amongst others, adventure activities. (Please note that the free credit card insurances does not give you adequate cover and you will have to take out additional cover in order to be further protected).

**13. CHILDREN UNDER 18 YEARS OLD**

- a) Any child under the age of 18 years travelling with both parents **must travel** with an unabridged birth certificate (showing parent's names and child's name) and a valid passport.
- b) If a child is travelling with one or no parent then they must travel with passport, unabridged birth certificate and an affidavit from the non-travelling parent(s) giving permission for the child to travel with whomever.
- c) These requirements are applicable to travel to and from any African country and are compulsory. Failure to adhere hereto will result in your entry/exit being denied.
- d) Note it is your responsibility as Client / Traveller to other countries you are visiting on your Final Confirmed Itinerary that there are no children regulations/documents required in these countries.

**14. PRIVATE CHARTER / SCHEDULED CHARTER FLIGHTS / SCHEDULED FLIGHTS**

AIA, the charter company, or scheduled flight company shall not accept any responsibility for delays, cancellations, technical breakdowns, diversions due to bad weather, government travel bands, airline liquidation or any other unforeseen circumstances.

- a) AIA cannot be held responsible for any flight cancellations, schedule changes or re-routings. The airlines reserve the right for these changes and AIA will endeavour to assist you with the best alternative options where possible if these have been booked through AIA.
- b) All reservations for scheduled flights (domestic / regional) not ticketed and paid in full within 24 hours are subject to automatic cancellation by the airlines.
- c) All flight tickets booked and confirmed are non-transferable and the name on the document must be as per the passport or the ticket will be re-issued at an additional cost based on what is available at the time of booking.
- d) Note that if you are a no show on a flight, your ticket automatically becomes non-refundable.

**15. RESPONSIBILITY**

- a) AIA makes every effort to engage quality suppliers among the airlines, hotels, tour operators and other services providers to offer the travel products making up the Final Confirmed Itinerary featured and to ensure that the various services making up the Tour will be carried out efficiently and as specified.
- b) AIA does not, however, have direct control over the provision of services by suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any supplier in carrying out the arrangements of the Final Confirmed Itinerary, or otherwise in connection therewith.
- c) AIA cannot be held responsible if animal sightings or special requests cannot be obtained or procured, and there will be no claim against AIA in this regard.

**16. ALTERATIONS TO SERVICES**

- a) AIA cannot guarantee and is therefore not liable or responsible for: Fuel surcharge increases, increase in entrance fees, government, regional levies, and taxes etc. Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by AIA until full payment is received by the Client / Traveller and tickets issued.
- b) AIA is not responsible for any changes due to personal circumstances, delays, changes, and omissions before or during your Final Confirmed Itinerary due to technical difficulties, adverse weather conditions, communication breakdowns and/or events beyond the control of AIA. All expenses occasioned by the changed circumstances event/s, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone, and meal costs, etc., will be for the Client's own account.
- c) AIA is not responsible for any cancellation or curtailment of the Tour as a result of the Client or Traveller's personal circumstances e.g. death, illness etc.
- d) Private or scheduled charter flights – AIA or the charter company do not accept any responsibility for delays, cancellations due to unforeseen circumstances, technical breakdowns, diversions due to bad weather or airline liquidations.
- e) AIA and all suppliers are not responsible should the any government or countries issue travel restrictions or bands on travel which will affect the Final Confirmed Itinerary.

**17. GENERAL CONDITIONS**

- a) Whilst AIA has used its best endeavours to standardize these Terms and Conditions, there may be instances where, with specific reference to Third-Party Supplier bookings, it might be necessary from time to time to vary the payment and/or other terms.
- b) Itineraries may be subject to change at any time, even after issue, due to unforeseen circumstances beyond the control of AIA. This includes flights, accommodation and arranged sightseeing tours. However, every effort will be made to operate itineraries as planned.
- c) Whilst AIA will take reasonable steps to secure your reservations promptly and to ensure your comfort and safety, participation in any tours or packages offered by the suppliers (including transportation to and from any venues) is at your own risk. Accordingly, you and any person on whose behalf you have booked, will not have any claim (whether for loss, damage, injury, accident, or delay) against AIA.
- d) That all information contained in the AIA proposal, final confirmed itinerary, prices quotes, invoices, directions, airline tickets, etc. are to the best of AIA's knowledge and belief true and correct as at the time of preparation and presentation. AIA accepts no liability for any errors/inaccuracies contained therein.
- e) The Client / Traveller undertakes not to engage in conduct whether in action, verbally or in writing that may constitute *mala fide*, slanderous, false or intended to cause AIA harm, whether reputational or otherwise.

**18. FORCE MAJEURE**

We regret we cannot accept liability or pay compensation where the performance or proper performance of our obligations is prevented or affected by any event which we or the supplier of the service(s) in question could not, even with reasonable care, foresee or avoid. Such events include, but without limitations; acts of God, war, threat of war, riots, civil strife, border closures, unexpected government acts, terrorist activity, industrial disputes, natural or nuclear disaster, strikes, labour disputes, extreme weather conditions, fire, technical and/or mechanical problems to transport, road closures, disease, pandemics, quarantine, sickness, lack of material, renovations or any other unexpected occurrences or events beyond AIA's control.

- a) If AIA or the relevant suppliers are affected by *Force Majeure*, AIA shall forthwith notify you of the nature and extent thereof.



- b) AIA 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* event.
- c) In the event of Government intervention (i.e. border closures, travel bans), once AIA has investigated the prevailing situation as it deems fit, it shall remain in AIA and the relevant suppliers' sole and absolute discretion whether to proceed with the trip or offer alternative travel options. No refunds will, however, be actioned.
- d) If there is civil unrest, once AIA has investigated the prevailing situation as it deems fit, it shall remain in AIA and the relevant suppliers' sole and absolute discretion whether to proceed with the trip or offer alternative travel options. No refunds will, however, be actioned.
- e) If AIA 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. AIA and relevant suppliers' terms and conditions shall apply accordingly. Payment of any refund by AIA or relevant suppliers shall remain in its sole and absolute discretion although AIA and relevant suppliers shall use its reasonable endeavours to reimburse you where possible. All monies so recovered by AIA will be reimbursed to the Client / Traveller less 15% (fifteen percent) of the Price refunded as an administration charge. Advanced payments will not be refunded.
- f) We regret we cannot accept liability or pay any compensation, interest or damages to you where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or if you have suffered any damage, loss or expense of any nature as a result of *Force Majeure*.
- g) The non-refundable advanced payment and cancellation terms of AIA and relevant suppliers will apply as per above.

#### **19. DISCLOSURE**

- a) It is recorded that the participation in this Tour or Package may expose the Client / Traveller to certain risks and dangers 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, adventure activities i.e. wild animals, bungee jumping, white water rafting, horse riding, Devils Pool activity, safaris, political or global unrest, accident or illness in remote regions without means of rapid evacuation or medical facilities.
- b) The Client / Traveller has agreed to execute a waiver of rights against AIA and suppliers who are integral parts of the Final Confirmed Itinerary offered by AIA.
- c) The Client / Traveller (which shall be deemed to include the heirs, executors, administrators or assigns of the Client or Traveller) do hereby irrevocably waive and abandon all and whatsoever rights which the Client / Traveller may have against AIA, any of its directors, employees, office or agent or the relevant suppliers, in consequence of death, injury, loss or damage by whatever nature and howsoever arising which may be sustained directly or indirectly by the Client and / or any of his/her dependents.
- d) Client / Traveller is aware and clearly understands that AIA does not have liability regarding provisions of medical care of the adequacy of any care that may be rendered. It is understood that AIA will use their best efforts to ensure that all adequate measures are taken to avoid such occurrences.
- e) Client / Traveller is aware and clearly understands that AIA is not held responsible should the Client / Traveller not print and travel as per the Final Confirmed Itinerary, directions, E-tickets, and vouchers provided by AIA.
- f) By paying the non-refundable advanced booking fee and/or signing the Guest Information Form, the Client consents to, agrees with and accepts these terms and conditions, those terms and conditions of Third-Party Suppliers, travel waivers as well as additional conditions imposed by and contained in the Final Confirmed Itinerary and/or Invoice and/or Guest Information Form.
- g) Acceptance of the Guest Information Form and / or payment of the non-refundable deposit will serve as the release of Liability and Assumption of Risk Agreement. This agreement is binding on your heirs, legal representatives, and assigns. If any part or provision of this waiver is found to be unenforceable by a Court of Law, the remainder of the provisions shall remain of full force and effect.
- h) The Client, as specified in the invoice, signifies his acceptance of these terms and conditions upon making the advanced payment, does so on behalf of himself/herself and the rest of the

group/spouse/partner/family, which means that all are bound by the booking conditions as though they had individually made the application themselves.

- i) That save and except for what has been stated herein, there exists no warranties, representations, guarantees, promises, undertakings or inducements of any nature whatsoever. Any representation by any person purporting to act on behalf of AIA irrespective of the position such person occupies, and which is not stated herein, shall not be binding on AIA or suppliers irrespective as to the nature and extent of any such things, and the client acknowledges that he/she has not relied on any matter or thing stated on behalf of AIA that is not included herein.

**20. CONSENT TO PASS ON TRAVEL INFORMATION TO THIRD PARTIES**

The information required on the Guest Information Form is shared with all relevant parties on your journey to ensure your needs are met. All reasonable measures are undertaken to keep this information confidential. Whilst the confidentiality of your personal information is of utmost importance to us, we need to store this information and pass it onto third parties such as airlines, hotels, transfer companies, restaurants and our partners in order to assess your potential holiday options and make the necessary arrangements and reservations. We will comply with the applicable privacy and data protection laws, but we do require your consent. Details are required for each Traveller in the party, including children, tour leaders, travel coordinators and private guides as relevant to the booking.

By signing the Guest Information Form and paying the deposit, you confirm that the given information is correct and accurate and that you consent to Anywhere in Africa Safaris retaining and sharing the information with third parties for the purpose of making the necessary travel arrangements and managing the proposed itinerary.

These terms and conditions, with the Final Confirmed Itinerary, Invoice(s), and Guest Information Form, constitute the entire contractual relationship between Client and AIA. There exists no other terms and conditions and no amendment, cancellation or waiver of any terms or rights referred to herein shall be valid or binding unless reduced to writing and signed by both parties.

**UPDATED 20 October 2020**

