



## TERMS AND CONDITIONS

By purchasing and/or participating in a tour package, you agree to be bound by these Terms and Conditions ("Agreement") and acknowledge your receipt and understanding of them.

**Introduction.** This Agreement explains the terms and conditions applicable to tour packages provided by Safari Ventures, Inc. ("Safari Ventures", "we", "us" and "our"). As used in this Agreement, the terms "you" and "your" refer to each person who purchases and/or uses a tour package provided by Safari Ventures.

**Benefits of Tour Packages.** Our tour packages offer services of a professional tour guide, first-class accommodations, meals as outlined in the itinerary, transportation while in Africa as specified in the itinerary and excursions and tours as outlined in the itinerary. Safari Ventures may, from time to time, offer you optional services or benefits. By using those services and/or benefits when they become available, you agree to be bound by in this Agreement, and its subsequent amendments. Final documents and tickets will be mailed by overnight or registered mail approximately two (2) weeks prior to the start of the tour.

**Rates and Exclusions.** The rates and charges for tour participation are those established at the time the tour is booked with Safari Ventures. Published rates and charges are typically "per person," based upon double occupancy with private bath. Single rooms are subject to a supplemental charge. Expenses and terms not specifically identified in the applicable Safari Ventures-produced brochure are not covered. These include any paperwork or charges associated with: passports, visas, immunization, meals other than those specified, optional excursions, trip protection coverage, alcoholic beverages (beer, wine and liquor), all beverages excluding those provided in Safari Ventures trucks, telephone calls, room service, laundry, personal items, baggage handling, International airfare unless otherwise stated, gratuities and transportation to or from any departure gateway and any other costs that might be incurred not stated in tour package.

### Fees and Charges.

You must promptly pay the following fees and charges for participation in a Safari Ventures tour.

<i>Airfare:</i>	Full payment per person is required to purchase airline tickets. Airline cancellation policies shall apply.
<i>Ground Package:</i>	A deposit of 25% per person per tour is required to secure the tour. <b>An additional deposit may be required for some services from and Beyond, Singita, Elewana, and Sanctuary Retreats.</b> For those tours which include airfare, the fare must be paid with your deposit and will be deducted from your balance due.
<i>Balance</i>	The balance of the tour price, less any previously paid deposit, is due in full no less than ninety (90) days prior to the start of the tour.
<i>Revisions</i>	A fee of \$100 per booking for each change made sixty (60) days or more prior to the start of the tour. The cancellation fees set forth below apply.
<i>Late Booking</i>	A fee of \$100 will be charged if a tour is booked less than sixty (60) days prior to its start date.
<i>Cancellation.</i>	To cancel a tour you must provide advance written notice to Safari Ventures, and simultaneously pay the following cancellation charge based upon the amount of notice provided.
<i>Fee</i>	Number of Days of Advance Written Notice
	Initial deposit amount                      90 days or more before departure
	50 percent (50%)                              Between 46 and 89 days before departure
	One hundred percent (100%)              Less than 46 days before departure

There is no refund for unused portions of a tour once it has commenced. Cancellation penalties on airfare are additional and vary depending upon the applicable airfare. Safari Ventures recommends that you purchase trip insurance to cover penalties and cancellation charges. To learn more about the types of coverage available, please contact Safari Ventures directly.

Airlines and airfares included in any brochure are subject to change without notice. Please check with Safari Ventures or your travel agent for conditions applicable to your airline ticket. The payment of a deposit, or other partial or full payment for a tour, constitutes your agreement and consent to all the terms and conditions in this Agreement and any general information contained in the applicable tour brochure.

**Tour Participation.** In an endeavor to ensure congenial tours, we reserve the right to refuse the application of anyone and/or to expel any tour participant who, in the exclusive judgment of Safari Ventures, incompatible with the interest and well-being of other tour participants. Safari Ventures, its affiliates and related persons all act as agents for the hotels, lodges, travel providers, airlines, bus companies, railroads and the others who provide accommodations, transportation, meals, tours, sightseeing and other pertinent services included in a tour (collectively, "Vendors"). The Vendors concerned are not responsible for any act, omission or event that occurs during the time tour participants are not using their services. The then-current contract in use by each applicable Vendor when issued shall constitute the sole contract for the service being provided and shall be solely between the tour participant and the Vendor. Safari Ventures is not a party to Vendor contracts and shall have no liability for the acts or omissions of its Vendors. All vouchers, contracts and tickets issued by a Vendor are issued subject to then current tariffs, terms and conditions. Safari Ventures is not responsible for costs incurred by a tour participant due to missed, canceled or delayed transportation. Anyone not utilizing pre-arranged transportation is responsible for the cost of any substitute transportation. No change in itineraries is expected, but we reserve the right to make changes if



reasonable or necessary. Because of unforeseen circumstances, transportation may occasionally be delayed, extended or curtailed. Safari Ventures reserves the right to accept or retain any tour participant or to cancel all or any portion of a tour. After refunding a pro-rata portion of any applicable payments, Safari Ventures will have no other obligation to tour participants.

**Security and Safety.** We are strongly committed to protecting your security and well-being. However, travel, safaris and sightseeing endeavors are inherently dangerous activities. Safari Ventures strongly recommends that you exercise extreme caution when participating in tour events (e.g. be sure to lock and secure all valuables and do not approach wild animals). Parts of your tour involve high altitudes, hiking and/or driving over rough and dusty terrain. Any physical disability that may require special attention or treatment must be reported in writing at the time your reservation is made. Passage may be refused to any person whose state of health or physical conditions render them, in the opinion of the tour company or its suppliers, unfit. Children under sixteen (16) years of age are not recommended for participation in a tour. Safari Ventures recommends that you purchase insurance to cover medical expenses, trip cancellation and interruption, and loss of baggage. Safari Ventures can assist you in locating one or more insurance agents that sell these types of insurance.

**Information.** Information that Safari Ventures publishes in its brochures, collateral material and on its website is believed to be accurate and reliable. Safari Ventures makes no representations or warranties regarding such information or any information provided by a third party. Unless expressly stated in writing, Safari Ventures does not endorse the products or services offered by any company or person identified in its brochures, collateral material or web site, nor is Safari Ventures responsible for any content published by a third party.

**Damages and Warranties.** Neither Safari Ventures nor its Vendors are liable for any losses, errors, injuries, expenses, costs, claims, attorney's fees, interest or damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused in any way by participation in a tour or arising out of this Agreement. Without limiting the foregoing, neither Safari Ventures nor its Vendors shall be liable for any theft, personal injury or property damage of any kind. Participation in a Safari Ventures' tour is on the participant's own initiative and at the participant's own risk. Tour participants are solely responsible for compliance with applicable laws, duties and regulations. **SAFARI VENTURE' TOURS AND THEIR COMPONENT PARTS ARE PROVIDED "AS IS," AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY OR PERFORMANCE (EVEN IF CREATED BY THE INTERNATIONAL SALE OF GOODS CONVENTION) ARE DISCLAIMED IN THEIR ENTIRETY.**

**Indemnification.** You shall indemnify, defend and hold harmless Safari Ventures and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with the terms of this Agreement.

**Additional Remedies.** Due to the likelihood of irreparable injury, Safari Ventures shall be entitled to an injunction prohibiting any breach of this Agreement by you.

**Termination and Changes in Terms.** Safari Ventures reserves the right to terminate this Agreement or to change its terms (including any charges, fees or other items described in this Agreement) at any time. The most current version of this Agreement is posted at our website: [www.safariventures.com](http://www.safariventures.com).

#### **Miscellaneous.**

1. Any dispute, difference, controversy or claim arising out of or relating to this Agreement shall be settled by arbitration before a single arbitrator in accordance with the international rules of the American Arbitration Association ("AAA"). Judgment on any resulting award may be entered into by any court having jurisdiction over the parties or their respective property. The prevailing party in any such arbitration shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses. The arbitrator shall have jurisdiction to award any relief sought by the parties, including injunctions, damages, costs and attorney's fees. Any arbitration shall be conducted in the English language in Tampa, Florida, U.S.A. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of this Agreement, provided that all substantive questions of law shall be determined in accordance with the state and Federal laws applicable in Florida, U.S.A., without regard to internal principles relating to conflict of laws.
2. Safari Ventures may assign its rights and/or delegate all or a portion of its duties under this Agreement to any third party at any time.
3. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning its subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other express agreements between you and Safari Ventures.
4. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and Safari Ventures, this Agreement will control.
5. Safari Ventures shall not, have waived any of its rights under this Agreement without expressly agreeing to do so in writing. No waiver by Safari Ventures of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach.
6. Safari Ventures shall not be liable for any loss nor damage due to causes beyond its control, including fire, dangers incident to the bush, weather, pests, power surges, fire, machinery, strikes, riot, theft, animal attacks, sickness, disease, acts of God, the elements, war (declared or not), civil disturbance, acts of civil or military authorities or the public enemy, transportation facilities, fuel or energy shortages or failures, acts or omissions of communications carriers, quarantines, medical or customs requirements, or other causes beyond its control.
7. This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.