



BUSH WHISPER EXPEDITIONS CC

TOURS AND TRAVELS - TERMS AND CONDITIONS

Bush Whisper Expeditions CC (hereinafter referred to as BWE) aims hereby to inform their valued clients of all terms, conditions and related information regarding their tours and especially what is covered in the tour package price and what is not. These terms and conditions form an integral part of the Agreement between the client and BWE

1. PRICE

1.1 The tour price includes the following:

- Transportation for the duration of the tour;
- Accommodation as quoted and paid for;
- Meals as specified;
- Group equipment, which includes tents, cutlery and crockery, cooking utensils etc;
- Permits;
- Entry fees;
- Competent and professional guides.

Note: Prices are per person, based on double occupancy.
Single room supplements and triple reductions are listed where applicable.

1.2 Items not included in the tour price:

- Airfares to and from the tour and all airline/airport related fees and taxes, including excess baggage charges;
- Airport transfers;
- Passport and visa fees, port taxes and vaccinations;
- Personal expenses such as soft and alcoholic drinks and meals not specified;
- Additional optional excursions;

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- Travel insurance;
- Gratuities.

- 1.3 Tour dates are arranged well in advance and as a result, tour prices may be subject to exchange rate and other fluctuations. BWE reserves the right to increase the tour price to provide therefor with 48 hours' notice to clients. Such an increase will not exceed 5 % of the original tour price and the client will not be entitled to cancel the booking as a result of such an increase, subject to what is provided for in paragraph 1.4 hereunder.
- 1.4 Prices are only guaranteed once BWE has received the full deposit and/or full payment, as quoted and invoiced. Thereafter quoted prices will not be changed.
- 1.5 A surcharge will be levied to the client in respect of credit card payments by the client. This surcharge will be between 5% and 7% of the charge depending on the fee levied by the applicable banking institution.
- 1.6 In terms of the South African Consumer Protection Act No. 68 of 2008, clients have the right to cancel advance reservations. Depending on the nature and circumstances of the cancellation BWE is entitled to apply a reasonable charge for the cancellation. We refer you to paragraph 8 hereunder.

2. BOOKING PROCEDURE

- 2.1 To confirm a booking or when making a booking enquiry with BWE, you are to contact us or make an enquiry by utilising the information sheet on the website www.bushwhisper.co.za or by emailing BWE directly at talitha@bushwhisper.co.za or gys@bushwhisper.co.za.

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Tel: +27 11 894 5573
Cell: +27 82 377 0085
Sat P: +278 007 641 1527
Fax: +27 86 210 4677
Email: talitha@bushwhisper.co.za
Website: www.bushwhisper.co.za



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- 2.2 Should there be availability on the selected tour, BWE will inform you thereof and forward to you a booking sheet, itinerary, an invoice containing banking details, and these terms and conditions. All these documents require the signature of the client and are to be sent back to BWE as soon as possible. These documents make up the agreement between yourself and BWE and are to be correctly and fully completed, signed and dated.
- 2.3 Proof of a 30% (THIRTY PERCENT) deposit is to accompany the documents referred to in paragraph 2.2 above. Payment of the deposit, full and correct completion, signature and return of the documents referred to in paragraph 2.2 will secure your booking.
- 2.4 In the event of a cancellation thereafter, forfeiture of certain amounts paid will become applicable. Please see paragraph 8 hereunder for details of our cancellation policies.

3. ACCEPTANCE OF BOOKING CONTRACT

- 3.1 A binding contract between BWE and the client will only be deemed to be concluded once the client has returned the confirmation letter referred to in paragraph 16 with a completed and signed booking form and all documents referred to in paragraph 2.2 and the payment of the deposit as referred to in paragraph 2.3.
- 3.2 The place of conclusion of all contracts will therefore be taken, as Johannesburg, Republic of South Africa and any court proceedings shall fall in the exclusive jurisdiction of the Gauteng High Court (Johannesburg), or the Magistrate's Court

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for the District of Germiston. It is expressly understood that South African Law shall govern this agreement and the consequences hereof.

4. PAYMENT PERIOD

- 4.1 The balance of the tour price is payable (after the deposit has been paid) no less than 45 (FORTY-FIVE) days prior to the tour departure.
- 4.2 In the event of the full amount due as quoted for the tour, not being received 45 (FORTY-FIVE) days prior to the departure date of the tour, BWE, may at its sole discretion and with 12 (TWELVE) hours' notice to the client, cancel the booking.
- 4.3 In the event of such a cancellation (as referred to in paragraph 4.2) the client's deposit will be forfeited to BWE.
- 4.4 In the event of such a cancellation (as referred to in paragraph 4.2) BWE may immediately re-book the vacancy with another client.
- 4.5 Late applications to join a tour will be considered by BWE based on accommodation availability. In such a case, full payment together with fully completed and signed documentation referred to in paragraph 2 above will be required within 24 (TWENTY-FOUR) hours of confirmation of availability to secure the booking.

5. AMENDMENTS TO BOOKINGS

- 5.1 In the event of a client wishing to change a confirmed booking to an alternative departure date, BWE will attempt to accommodate the client's request provided there is space available on that tour.

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- 5.2 In the event that there is no availability on the requested tour, and the client elects to cancel the booking of the confirmed tour, the usual cancellation policies as contained in paragraph 8 hereunder, will be applicable.
- 5.3 In the event that the client wishes to make any changes to the itinerary or accommodation arrangements quoted and these changes are approved by BWE, the additional costs that arise out of these changes will be for the account of the client and will be in addition to the tour price already quoted/paid for. These additional costs will be paid by the client, to BWE prior to the expense being incurred by BWE and immediately on demand by BWE.
- 5.4 The client is to ensure the accuracy of all information on the booking documents and invoice which includes dates of travel, options selected and names. Any changes thereto are subject to fees and penalties to be advised by BWE from time to time, but a fee of not less than R500,00 (FIVE HUNDRED) will be levied for changes. There may be further charges by independent service providers in addition to BWE's fee. BWE reserves the right to re-invoice the client with the correct pricing.
- 5.5 A change of traveller name, vacation date, or itinerary within final payment will be treated as a full cancellation and new reservation; vacation and airfare cancellation fees, as above, apply.

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6. AIR TRANSPORT AND AIR-INCLUSIVE VACATIONS

- 6.1 BWE may assist with any flight bookings and arrangements, if so, requested by the client, however, BWE is not a booking agent for flights. BWE will at all times endeavour to obtain the best prices possible, but they accept no liability whatsoever regarding pricing delays, cancellations or any other problems in this regard. Passenger tickets in use by the specific airline when issued, shall constitute a contract between the airline and the passenger (client) only. A fee may be payable by the client for the reservation of airline tickets by BWE which fee will be indicated on the flight quotation which BWE will forward to the client and will be paid directly to BWE as indicated on the flight quotation.
- 6.2 Any changes to booked flights will incur a fee to BWE, as well as the relevant airline. In addition to any airline-imposed change fees, a fee of R500.00 (FIVE HUNDRED) per person will be charged by Bush Whisper Expedition for any alteration or revision made to a reservation after deposit is received. Any revision to a booking, including, but not limited to, flight cancellations or name changes, may result in the loss of confirmed airline reservations or increased airfare, which will be payable by you. In many instances for Flex-Air purchases, airline revision or change fees are up to R3 800.00 (THREE THOUSAND EIGHT HUNDRED) but in some instances may be up to 100% (ONE HUNDRED) of the ticket price. Instant Purchase Air and associated service fees are non-refundable and non-changeable after 24 (TWENTY-FOUR) hours from purchase: thus, alterations or revisions to a booking with Instant Purchase Air will require new air tickets to be purchased, and is subject to full payment, as above.
- 6.3.1 Additional deposits or payments are required for intra national air added to the start and/or end of your vacation and/or for intra-vacation air, as specified in the itinerary (“air-inclusive vacations”). Air-inclusive vacation pricing is guaranteed upon receipt of full land plus air deposit or land deposit plus full airfare price, depending on type of airfare purchased (Flex-Air or Instant Purchase Air).

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6.3.2 Should you elect to purchase this optional service a deposit schedule will be attached to the agreement for signature.

6.4 Intra-vacation air and hotel penalties may also apply to alterations or revisions to a booking, and may be up to 100% (ONE HUNDRED) of the full price.

7. INSURANCE

7.1 Travel insurance is compulsory for all clients on BWE tours.

7.2 Clients are **personally** responsible to arrange their own travel insurance in their country of origin.

7.3 Proof of this travel insurance is to be submitted to BWE prior to departure of the tour and immediately upon demand by BWE.

7.4 The travel insurance is to cover the following:

7.4.1 Cancellation or curtailment costs of the tour due to death, illness or injury.

7.4.2 The costs of treatment, recovery and rescue in the event of illness, injury or death.

7.4.3 Loss or damage to luggage, possessions, currency.

7.5 BWE reserves the right to obtain travel insurance at the cost of the client should no proof of insurance be submitted as required by BWE. BWE shall not be obliged to source the best or most cost-effective cover for the client.

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8. CANCELLATION POLICY

Cancellation by client:

- 8.1 In the event of a cancellation by the client, BWE requires a **written notice** of cancellation from the client.
- 8.2 In the event of a cancellation at any stage, the client will forfeit the deposit paid to BWE.
- 8.3 BWE may at their sole and absolute discretion refund the client the deposit and any other monies paid by the client to BWE in exceptional circumstances, upon the furnishing of any acceptable, documentary proof which may be requested by BWE.
- 8.4 In the event of a cancellation by the client, the following amounts will be forfeited, depending on the time period prior to departure;
- 8.4.1 more than 4 (FOUR) weeks' notice of cancellation, the full deposit will be forfeited.
- 8.4.2 less than 4 (FOUR) weeks' notice of cancellation the deposit **plus** an additional cancellation fee will be charged as follows:
- Within 29 – 21 days 40% (FORTY PERCENT) of the invoiced amount

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- Within 20 -14 days 60% (SIXTY PERCENT) of the invoiced amount
- Within 13 – 0 days 100% (ONE HUNDRED PERCENT) of the invoiced amount

8.4.3 Cancellation fees may be charged on all additional services, accommodation, independently supplied services and additional excursions reserved as part of the invoiced amount.

8.5 a client fails to attend the venture or tour on the departure date and time, or elect, for any reason whatsoever, to withdraw from the tour, prior to completion thereof, or be ejected from the tour, the client shall receive no refund from BWE whatsoever.

8.6 The minimum size of a group to guarantee departure is 4 (FOUR) people should there not be 4 (FOUR) people attending a tour and the reduced number is not due to the cancellation by a member of the remaining tour party, BWE may elect to refund amounts paid of the remaining tour party at the sole and absolute discretion of BWE, or it may elect to proceed with the tour, but the prices may increase accordingly.

Cancellation by BWE

8.7 Should a tour/venture be cancelled by BWE prior to departure due to insufficient demand, adverse weather conditions or other reasons beyond its control, BWE may either refund the full payment to the client or offer a substitute tour/venture at its sole and absolute discretion.

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8.8 Should BWE have to curtail a tour/venture for any reason due to natural disasters, floods, other adverse weather conditions or other factors beyond its control, after the time of departure, BWE will not be liable for any form of refund whatsoever, although all reasonable measures will be taken to complete a tour/venture or to utilize an alternative arrangement or venue. Cancellation of any tour due to natural disasters or adverse weather conditions is at the sole and absolute discretion of BWE.

9. VISAS AND PASSPORTS

It is the client's responsibility to verify all visa and passport requirements necessary for the tour. The client is responsible for independently obtaining and paying for all visas and entry documents, for meeting all health and other requirements and for any documents required by the laws, regulations, orders and/or requirements of the countries to be visited. BWE cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the client to carry correct documentation or adhere to specific entry and exit requirements. BWE is willing to assist the client with advice in this regard, but the client remains responsible and liable to ascertain the correct information and to comply therewith.

10. EXCHANGE & CONTROL REGULATIONS

- 10.1 It is the responsibility of each client to familiarise themselves with the diverse culture and currencies in Africa. Some countries do enforce currency restrictions.
- 10.2 BWE is willing to guide clients in this regard, if so, requested by the client, however no liability arises for BWE from such advice, whatsoever.

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11. TRANSPORT

The BWE fleet consists of the following vehicles which are all chosen for their practicality, safety and reliability in the specific touring condition Toyota Landcruiser's, Quantum's and Sprinters.

12. GROUP SIZE & AGE

12.1 Tour group sizes generally vary from between 4 (FOUR) to 13 (THIRTEEN) clients.

12.2 Tour group sizes are kept small so as not to invade campsites with large groups to avoid constant waiting for fellow travellers, and most importantly to maintain a more personalised service and experience to and for the client

12.3 BWE enforces a minimum age restriction of 5 (FIVE) years and maximum age restriction of 80 (EIGHTY) years. Due to the physical and youthful nature of the tours, they are unsuitable for persons over the age of 80 (EIGHTY) or those who are not physically active and healthy. Our tours are not suitable for people requiring special assistance, subject to what is set out below.

12.4 All children aged 5 -18 (FIVE to EIGHTEEN) years are to be accompanied by a responsible adult and are required to share the accommodation of such adult. All clients travelling with children under the age of 18 (EIGHTEEN) years are to ensure that they are in possession of unabridged birth certificates for such

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children together with a notarised consent by both parents for the child to be travelling to the applicable destination during the specific period, with the applicable responsible adult. These are very strict requirements and no variation therefore will be acceptable.

12.5.1 BWE is able to accommodate disabled clients who are confined to wheelchairs. BWE offers specialised safaris for these clients, subject to the terms and conditions set out hereunder.

12.5.2 BWE is to be advised of any disability requiring special attention at the time of enquiry and booking and all reasonable efforts will be made by BWE to accommodate the special needs of disabled travellers, but is not responsible in the event that they are unable to do so, nor responsible for any denial of services by other service provider, such as air carriers, hotels and restaurants.

12.5.3 BWE does not provide individual assistance to a client for walking, climbing, and getting on and off vehicles, or pushing a wheelchair. A qualified and physically able companion should accompany travellers who require such assistance.

12.5.4 Should BWE not be notified at the time of the booking, of any such disabilities, BWE reserves the right to cancel your booking or later to terminate your vacation should your special needs or disabilities not be suitable for the vacation, pose a threat to the health and safety of other participants or to BWE staff or are incompatible with other travellers. In such an instance BWE shall not refund or cover the costs or

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expenses incurred as a result of the cancellation, booking or termination of the vacation. Cancellation penalties referred to in this agreement will apply.

12.5.5 It is to be noted that not all sightseeing stops accommodate wheelchairs, and some sites require extensive standing, sitting or walking, sometimes on unpaved or cobblestone walkways. BWE will not be liable for any costs or expenses incurred as a result of any such missed activities due to a participant's inability to fully participate with the tour group. Be mindful that any organisation or legislation, within a country, regarding disabled people, is only applicable in that country and cannot be enforced outside of its borders.

13. PARTICIPATION AND AUTHORITY TO REMOVE OR REFUSE CLIENTS

13.1 The degree of satisfaction and enjoyment the client will experience on the trip, is up to the client him/herself. This capacity, combined with an active, inquiring mind and a willingness to participate, is essential for all of our tours. Participation is essential and everyone is expected to help with chores to ensure the smooth running of the tour. A degree of flexibility is essential, because of the mere nature of the parameters in which we are required to operate.

13.2 Bush Whisper Expeditions may at its sole discretion refuse to transport any client or may require any client to leave the tour if it is reasonably believed that the client:

- (i) is a danger to others or to him/herself;

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- (ii) has engaged/is engaging in, or is threatening to engage in behaviour that may adversely affect the safety, security, comfort, enjoyment or well-being of other clients or BWE's representatives, including behaviour that is disruptive, verbally abusive, physically abusive, obnoxious, discriminatory or obscene; or
- (iii) has failed or refused to follow BWE's rules, procedures or instructions from BWE's representatives.

13.3 In the event a client is removed, such client may be left at any point on the tour without liability to BWE or its representatives. BWE shall not be required to refund any portion of the price paid by any client who is removed under the provisions of this paragraph, nor will BWE be held liable for any expenses incurred by the client occasioned by his/her removal as a result of his or her conduct. BWE shall be entitled to recover from the client any costs or expenses in the removal of the client or in the exercise or enforcement of the provisions of this paragraph.

14. GUIDES AND AUTHORITY

BWE guides are selected for their fields of expertise. They are all registered with the Field Guides Association of Southern Africa. They are mature adults, who are young at heart and enjoy their work. Our guides are well spoken and have entertaining personalities sure to cheer you up even on your most challenging day. They love what they do and they do it well. Clients are to, at all times, follow the reasonable requests and instructions issued by the guides to ensure a safe and enjoyable tour. Failure to do so could result in removal from the tours as provided for in paragraph 13.2 above.

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15. ACCOMMODATION AND DIETARY REQUESTS

- 15.1 Tents for 2 (TWO) people sharing, are provided for the majority of the trip. For the remainder, we make use of bed and breakfast accommodation, hotels and guesthouses and for the brave, even under the stars. Thin sleeping mats are provided; if you desire a more comfortable sleep you may bring your own inflatable mattress. Single clients may be required to share accommodation with other clients. Should this not be to the client's preference, a single room supplement where available and applicable may be charged. BWE is not liable for any roommate pairing compatibility and by agreeing to share accommodation, the client absolves BWE from all risks and inconveniences in being assigned a roommate and is not answerable for any disputes which may arise between roommates (such as sleep patterns, snoring, noise etc.). Room and bed preferences are not guaranteed.
- 15.2 Your attention is drawn to paragraph 5.3 above regarding any amendments by clients to the pre-booked accommodation arrangements.
- 15.3 Dietary requests and preferences must be given to BWE at the time of booking, although even so certain dietary requirements may not be available and are subject to the facilities offered at the venue or hotel. In the event of there being any additional charges associated with such requests or preferences, such charges will be payable by the client at the time of service.

16. LUGGAGE ALLOWANCE

- 16.1 Baggage on all of our tours will be **strictly** limited to one large **bag** (barrel bag or internal framed backpack), weighing a maximum of 15kg (FIFTEEN kilograms) per person.
- 16.2 BWE will permit a smaller bag as hand luggage (camera bag, hand bag) per person. In order to prevent complications on vehicles, airplanes and boats, this allowance must be strictly adhered to. **SUITCASES WILL NOT BE PERMITTED.**

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17. EQUIPMENT HIRE

Clients do have the option of hiring sleeping bags, if required. Please see the booking form and indicate accordingly.

18. SPENDING MONEY

18.1 Each tour will require different amounts of personal spending money, depending on the length of the journey, the individual's needs and the specific conditions of the tour. Money is needed for meals en-route that are excluded in the given itinerary, curios, alcohol, soft drinks, specified restaurant meals, visas, airport taxes and transfers and gratuities. Tipping is a customary practice in Southern Africa.

18.2 Excursions not included in the quoted tour price are for the client's own expense.

19. KIT LIST AND FINAL INSTRUCTIONS

On receipt of the deposit, BWE will forward a suggested kit list to all clients, which will provide the client with a guideline as to what to bring along, as well as further useful information. The client will also receive a confirmation letter which must be read carefully as it will contain both the time and point of departure and return.

20. INJURIES TO THE PERSON

In the event that a client is injured or becomes seriously ill by any cause whatsoever, whilst participating in a BWE organised tour or outing, the client is obliged to attend upon an appropriate medical practitioner within 24 (TWENTY-FOUR) hours of the

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injury or becoming ill and obtain a written report regarding the client's physical condition and injury or illness. This is to be forwarded to BWE forthwith. Failure to do so will result in BWE not recognising that the injury was suffered whilst under the guidance of BWE. Notwithstanding the above, BWE does not accept liability for any damages suffered as a result of injuries or illness of clients, however, they may, at their sole discretion be willing to assist the client should the client comply with the above requirements.

21. SMOKING, ILLEGAL DRUGS AND WEAPONS

- 21.1 Smoking is not permitted on transportation that is exclusively provided by Bush Whisper Expeditions. Smoking includes cigarettes, e-cigarettes, cigars, e-cigars or any other smoking device or product.
- 21.2 Many hotels, restaurants and other venues are smoke-free or have non-smoking regulations in public spaces. Smoking may be restricted to certain areas or not allowed at all. Clients are to abide by all third-party smoking policies.
- 21.3 Most hotels in Southern Africa have imposed a 100% non-smoking policy. If clients require a smoking room, a request may be submitted, but there is no guarantee as to availability.
- 21.4 Any carriage or possession of illegal drugs or substances will result in immediate termination of the BWE tour. Clients are responsible for knowing and observing the relevant laws for drug possession of all countries visited. Repatriation will be at the client's own expense. See paragraph 13 above in this regard.

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21.5 No weapons of any type are permitted on BWE's tours and excursions. This includes, but is not limited to, firearms and knives.

22. GENERAL CONDITIONS

22.1 Due to the nature of hiking, camping, touring, driving and the general third world conditions encountered on our tours/ventures, BWE, its employees, guides and affiliates do not accept responsibility for any client or dependant thereof in respect of any loss, injury, illness, damage, accident, fatality, delay or inconvenience experience by the client, arising out of any such tour/venture organised by BWE, howsoever arising.

22.2 All clients, by initialling these terms and conditions, bind themselves to the conditions herein contained and hereby indemnify BWE, its employees, guides and affiliates, from all and any claims arising out of or as a result of any loss, injury, illness, accident, fatality, delay, or damage suffered whilst on a BWE tour/venture. Even those arising as a result of negligence of BWE and their employees and affiliates.

22.3 BWE cannot be held responsible for the closure of certain facilities due to local public or national holidays coinciding with tour dates.

22.4 BWE cannot be held responsible or liable for the services and operations offered by independent operators providing optional additional excursions.

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23. FORCE MAJEURE

Bush Whisper Expeditions assumes no liability for any loss, damage, or entry of any nature in whole or in part resulting from an Act of God or any other force *majeure* condition including, without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances and any other acts of a similar nature, sabotage, arrests, strikes or labour disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities or any other unforeseen circumstances or any other factors unforeseen by BWE that impacts on or hampers its ability to fulfil any of its contractual obligations. In the event that any of these conditions apply, BWE shall be excused, discharged and released from performance to the extent such performance is so limited or prevented without liability of any kind.

24. COMPLAINTS

In the event of a complaint or claim concerning the services offered by BWE involving the perceived negligence of any of its staff, suppliers, sub-contractors or agents in relation to any service provided to the client, such complaint or claim must be addressed in writing to BWE immediately whilst on tour or within 30 (THIRTY) days of completion thereof. If this is not complied with any claims might be forfeited or reduced and the effective investigation thereof becomes very difficult.

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25. DOMICILIUM

25.1 The parties choose their respective *domicilium citandi et executandi* to be as stipulated on the quotation hereto attached. All notices required to be given by one party to the other shall be in writing and shall be given at the email addresses provided or be physically served at the address provided for delivery thereof if delivered by hand and shall be deemed to be received on the day the email is despatched and the notice or document is actually served.

25.2 In the event that the *domicilium citandi et executandi* changes, the part changing such address is to immediately furnish the other party with such changed address, in writing.

25.3 The party receiving the change of address is to immediately acknowledge receipt of same for the *domicilium* to be so changed.

26. NON-VARIATION

These terms and conditions, whether contained herein or referred to on BWE's website or brochures, cannot be varied, added to or waived unless authorized in writing by a representative of BWE.

27. SOUTH AFRICAN COURTS JURISDICTION

The laws of South Africa and the South African court's jurisdiction shall apply to this agreement and shall govern the consequences thereof.

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Signed at _____ on this day _____ of _____
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Signature Client

Signed at _____ on this day _____ of _____
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Signature Bush Whisper representative

