

BOOKING CONDITIONS

IMPORTANT TO NOTE

Please read the following booking conditions.

1. Your Contract

a) Your contract is with Absolute Africa (UK) Limited, a Company registered in England No 6838950, registered office The 1929 Shop, Merton Abbey Mills, 18 Water Mill Way, London SW19 2RD, hereinafter called "The Company" or "we". When you make a booking you confirm that you have the authority to accept and do accept on behalf of your party the terms and conditions set out below. A booking can only be made by a person aged 18 years or over. Please read these conditions carefully as you will be bound by them.

b) Please note that these booking conditions change slightly, dependent on whether you book a package holiday with us. Most of our Safaris are not package holidays. However, in certain destinations, such as Zanzibar, you may choose to also to book accommodation with Absolute Africa, and this will constitute a package. If you book a package holiday through us, once your package holiday has been confirmed we will accept responsibility for it in accordance with these Booking Conditions as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992. A package holiday is a combination of at least two elements out of (a) transport, (b) accommodation or (c) other tourist services (not ancillary to any transport or accommodation and forming a significant part of the arrangements) where booked through us at the same time, for which payment is made to us and which last at least 24 hours or include overnight accommodation.

c) Your contract with Absolute Africa is governed by South African law and you agree to submit to the jurisdiction of the South African courts.

2. Prices and payment

a) To make a booking you need to send us a signed completed booking request form and a deposit of £150 detailing your selected safari. The deposit is nonrefundable unless the Company is unable to offer you a place. Your contract with us will only come into existence when we confirm your booking by sending out a confirmation invoice. If we are unable to offer you a place your booking request will be declined and your deposit will be returned to you. Booking with us is regarded as an acceptance of these terms and conditions. If we do not receive all payments due in full and on time we reserve the right to treat your booking as cancelled by you and retain all deposits paid or due at that time.

b) Upon receipt of the booking request form and deposit we will then confirm your booking and invoice you for the remainder of the safari cost which you must pay not later than 8 weeks before departure. The booking is not accepted and no contract exists until the date shown on the confirmation invoice issued by the Company.

c) The trip cost includes transport by a fully equipped expedition vehicle as per the itinerary for that trip in the brochure including the use of all expedition equipment, all applicable tolls and taxes on safari, truck permits and insurances, passenger liability insurance and the services of staff.

d) Package bookings. Whilst we reserve the right to change our prices at any time before you book, the price on your holiday invoice will not be increased or decreased except in the following circumstances. A surcharge or refund will be payable, where transportation costs and/or any taxes, or fees payable for services such as embarkation/disembarkation fees at ports that may increase/decrease. Even in such cases, we will absorb increased costs up to a total amount equivalent to 2 percent of the cost of your confirmed holiday (excluding insurance premiums and any amendment charges). Only if the increased costs exceed this 2 percent we will levy a surcharge. If any surcharge is greater than 10 percent of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your holiday booking and receive a full refund of all monies paid to us (except for any amendment charges), or you can book an alternative holiday if available, with the appropriate price adjustment. Decreases will be calculated on the same principles. In no circumstances will a surcharge be notified to you within 30 days of departure. The requirement of the company to absorb the 2 percent amount referred to in the clause is subject to any change in the law following the date of this brochure and to the extent that any change in law removes such requirements the Company will pass on the full amount of any surcharge to you.

e) For arrangements which are not packages, we guarantee not to increase the safari price upon booking, but this excludes kitty payments and any other costs such as optional excursions, for which we reserve the right to pass on any price increases in full.

f) In all cases there may be increases required in kitty payments and in the cost of optional excursions, which are beyond the control of the company.

3. Confirmation invoice

a) On receipt of your booking and all appropriate payments, we will, subject to availability, confirm your arrangements by issuing a confirmation invoice. Check this invoice carefully immediately. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. Where we act only as agent we will have no responsibility for any errors in any documentation except where those errors were made by ourselves.

4. Financial Protection

a) For all package bookings, you are protected in that our insurers in the unlikely event of our insolvency will ensure that you are not stranded abroad and arrangements will be made to refund any money you have paid to us for an advance booking.

5. Website and brochure accuracy

a) Every effort is made to provide as much pricing information as possible on our website and in our brochures and to ensure this information is accurate. Regrettably however changes and errors do occasionally occur. We cannot accept liability for errors. Prices and details of products and services and any offers posted online are subject to change without notice and all products, services and offers are subject to availability.

6. Insurance

a) It is a condition of booking that every passenger must have travel insurance in force for the entire duration of the safari. It is your responsibility to ensure that you are adequately insured, even if we have seen your policy. Your insurance must include adequate cover for any adventure sports you might do, medical expenses and the cost of repatriation to your home destination should you become too ill to continue including helicopter rescue and air ambulance. If you join the safari without adequate insurance you may not be allowed to continue on the safari with no right of refund. The suggested minimum cover is £5,000,000 which should extend the planned length of the trip. All reasonable care goes into the choice of guarded secure camp sites and the maintenance of storage, lock up and security procedures on the vehicles. At the same time the Company accepts no responsibility for the loss of, or damage to, personal property or valuables. Insurance to cover the loss of baggage and valuables is also highly recommended. We reserve the right to request details of your insurance policy (policy number and insurer).

7. Fitness and special requests

a) We reserve the right at any time to require the Client to produce a Doctor's certificate of fitness to participate in the safari. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the safari, you must advise us of this at the time of booking. If we reasonably feel that we are unable to accommodate the needs of any client who has particular health requirements, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details and apply cancellation charges as described in Clause 11 of these conditions.

b) Special requests must be made at the time of booking. We will pass on your request to the relevant service provider but cannot guarantee that it will be accommodated.

8. The local payment

a) The local payment must be paid to the Tour Leader on the day of departure in USD cash. The client acknowledges that this money is required to run the trip. The local payment in part pays for on the ground costs that are paid direct to local operators and wildlife authorities in Africa. It is accepted that in extraordinary circumstances the amount may need to be changed as it is based on estimates at the time of publishing and significant price increases can occasionally occur that are out of our control. We will endeavour to always provide notice in the event of any rise. The Local Payment will not be lifted once a trip departs.

9. Acceptance of risk

a) Your booking is accepted on the understanding that you realise the hazards involved in this kind of trip, particularly in consideration of the countries visited including injury, disease, loss or damage to property, inconvenience and discomfort and matters rising out of Force Majeure. See clause 13. The client acknowledges that by the very nature of the safari and the countries visited, they are exposed to an element of personal risk and that the safaris are of a personally hazardous and unpredictable nature above those associated with conventional holidays. The client therefore accepts and consents to the risks inherent in the implementation of this contract and accepts as reasonable the limitations of the Company's responsibility as set out herein. In many African countries visited the basic infrastructure such as communication and road networks are very poor, and are regarded therefore as less safe and reliable than that with which westerners may be familiar. In particular lack of road markings, warning signs, unmarked speed bumps, seasonal flooding of roads and bridges etc are factors beyond the Company's control.

10. If you change your booking

a) Should you wish to make any changes to your confirmed arrangements, you must notify us as soon as possible. Any such request must be in writing from the person who made the booking. We will do our best to meet your request but it may not always be possible. You will be asked to pay an administration charge and any further costs we incur in making the changes or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

b) If you are prevented by genuine circumstances from travelling on the trip on which you booked the Company may, at the entire discretion of the Company Director, allow the booking to be transferred to another person to travel on the same trip. You must notify us in writing not less than 21 days before the departure date.

You must provide proof of why you are unable to travel at the time you transfer your booking. A transfer fee of £50 will be due at that time, together with any charges or costs levied by a supplier, and we will not confirm such a booking transfer until all costs have been paid. The new passenger shall be responsible for obtaining any necessary travel documents.

11. If you cancel your booking

a) You or any member of your party may cancel your arrangements at any time. Should you or any member of your party need to cancel your chosen arrangements the party leader must immediately advise us in writing. Notice of cancellation will only be effective when it is received in writing by us.

b) The client acknowledges that payment for the safari is an intrinsic part of the safari's income and contributes to the overall costs of equipment, vehicle running costs, staff and crew costs, administration etc and that the Company will have incurred the largest part of its costs before the actual date of departure. If you cancel your booking more than 8 weeks before departure we will not refund your deposit. However you may if you wish transfer your deposit to another trip within our program departing within the next 12 months subject to your notifying us in writing within 4 weeks of cancellation and payment of a £50 transfer fee. At the time of writing you must also notify us of the safari to which you wish to transfer. If you subsequently cancel the safari to which you have transferred we will retain your full original deposit.

c) If you cancel your booking within eight weeks of departure, the following cancellation charges will be incurred:-

Period before scheduled departure date within which notice of cancellation is received in writing by the company	Charge
More than 55 days	Deposit
43-55 days	40% of the Safari cost or deposit (whichever is greater)
29-42 days	60% of the Safari cost or deposit (whichever is greater)
21-28 days	75% of the Safari cost
0-20 days	100% of the Safari cost

d) We would strongly recommend that you take out full insurance, which should then in most cases include cover, under certain circumstances, against loss of deposit or cancellation fees. See clause 6 of these conditions.

12. If we change/cancel your holiday

a) Arrangements are planned many months in advance aiming to deliver the scheduled itineraries. We will endeavour to keep to the original itinerary as far as possible, but it is inevitable that minor changes can occur at any time before or after the departure date due to the flexible nature of the adventure trips that we provide. Whilst we will make all reasonable efforts to inform you of minor changes, we are under no obligation to do so, nor to pay any compensation. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday.

b) A general indication is provided in the brochure in relation to the itinerary, style of travel, risks involved as well as what is included in the safari price, passport, visa and health formalities as well as all the costs payable direct in Africa including kitty, optional excursions and estimated spending money. This as well as dossier information is provided with all reasonable care to the best of the Company's knowledge at the time of publishing. Whilst every effort will be made to avoid any significant changes, please be aware changes may be made at any time. We will endeavour to keep you informed of all significant shifts in prices and any itinerary variations prior to departure. Please read the information contained in all the Pre-departure Information Packs as well as any updates sent to you. Information and updates provided to you after booking should be regarded as superseding prior information received.

c) The whole philosophy of this style of travel as outlined in the brochure is one which allows some alternatives and degree of flexibility. The outlined itineraries given for each safari must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on the part of Absolute Africa. When necessary, the Company reserves the right to make alterations to a trip without notice, including to the itinerary, the vehicles or crew, excursions, accommodation or amenities. These alterations may be made if in our reasonable opinion it be regarded as essential to provide due care or to ensure the satisfactory progress of the safari but are not limited to these reasons. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, road conditions, weather, border restrictions, sickness and other unforeseeable circumstances. No refunds will be given for services not utilised. It is a fundamental condition of joining any of the safaris described in this brochure that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment are possible. If a passenger is unable, or does not choose, to complete an itinerary outlined for a trip, the Company is not liable to supply alternative itineraries, excursions, accommodations, services or staff

for the period when the client is not present with the group. No refund will also be made in respect of the kitty payment.

d) We will endeavour to let you know as soon as we can if, through no fault of your own, we are forced to significantly alter your safari. In the unlikely event of the Company cancelling a safari, all moneys paid to the Company will be refunded in full. We shall not be liable to you for any incidental expenses incurred by you. Except in the case of extraordinary circumstances beyond our control (see clause 13), Absolute Africa will not cancel a safari less than 8 weeks prior to departure. Other than as provided for in this and the following subparagraphs, no refunds will be made and no compensation payable in respect of changes to your holiday. Please be aware that in some exceptional circumstances there may be a need to unexpectedly take unplanned flights over some countries for safety reasons. In the event that this happens, you agree that you will be responsible for these additional costs.

e) This sub-paragraph applies only where you have purchased a package from us as defined in Paragraph 1 above. If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-

- i. (for significant changes) accepting the changed arrangements or
- ii. purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- iii. cancelling the booking and obtaining a full and prompt refund of all the money paid – as long as you have given us written notification of cancellation within 7 days of the date on which you were notified of the alterations.

If we have to make a significant change or cancel 8 weeks or less before departure, subject to the exception in Paragraph 13 below, we will pay you the following compensation:

Period before scheduled departure date within which a significant change is made known to the client.	Compensation
More than 55 days	Nil
55-43 days	£10
42-29 days	£20
15-28 days	£30
0-14 days	£40

13. Force majeure

a) We will not accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss or damage due to circumstances that come under the definition of 'force majeure'. In these booking conditions 'force majeure' means any event that we or the supplier of the services in question could not foresee or avoid even with all due care. Such events include but are not limited to war, the threat of war, insurrection, riots, strikes, civil action decisions by governments or governing authorities, natural disaster, bad weather, technical or maintenance problems with the transport, criminal and terrorist acts or similar circumstances beyond our control.

14. If you have a complaint

a) If you have a problem during your safari it is your responsibility to ensure, at the earliest possible opportunity, that any perceived failure in the performance or improper performance of the contract whether by the company or its suppliers is communicated to the Safari Leader or supplier so that the concerns can be addressed. With regard to any perceived unresolved serious complaint, please provide written details to the Safari Leader or supplier. We strongly recommend you communicate any complaint to the supplier of services and the Safari leader during your safari. Failure to do so may affect our ability to investigate the matter complained of, and your rights under the contract. Until we know about a problem or complaint, we or the supplier cannot begin to resolve it. If your complaint or problem is not resolved to your satisfaction you must write to us within 28 days of the Safari completion date. Please give your booking reference number and any other relevant information.

15. Our Liability to you

a) Non-package bookings: We are only liable for making a responsible choice of supplier or subcontractor to carry out the services provided for you. However, in the event that we are found liable on any basis whatsoever our maximum liability to you is limited to twice the cost of the booking in question. We do not limit any liability we may have for death or personal injury which arises as a result of our negligence.

b) Except in instances of personal injury or death, where the Company is found to be liable for damages in respect of its failure to carry out the contract, the maximum amount of such damages, compensation and loss of enjoyment will normally, but not necessarily, be limited to the basic safari price. The Company's passenger liability insurance is through Safari and Tourism Insurance Brokers (Pty Ltd) of South Africa and therefore all claims made against us are subject to South African law, and the passenger agrees to submit to the jurisdiction of the South African courts. The client acknowledges at the same time that in many African countries we visit the local vehicle insurance includes either very limited

passenger accident liability or none at all. In any event, you are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you carry proof of insurance with you.

c) No servant, agent, or authorised representative of the Company has authority to commit the Company to any liability whatsoever and we will not be bound by any statement or representations unless it is in writing and signed by the Director.

d) Package bookings. For package bookings we accept responsibility for the full and proper performance of your safari as described on our website or in our brochure. If any part of your safari is not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your safari. Subject to paragraphs 15 b) (i), (ii), (iii), (iv) below, our liability in all cases shall be limited to a maximum of twice the cost of your safari.

(i) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our suppliers and sub contractors whilst acting within the scope of or in the course of their employment in the provision of your safari. Please note however that we will not be liable for any injury, illness or death or consequent losses suffered by you or any member of your party where such injury, illness or death was not caused by lack of reasonable care/skill on our part or that of our suppliers in performing our obligations under the contract. We will accordingly pay to you such damages as are applicable in such circumstances under South African Law.

(ii) We will not be responsible for any claim arising as a result of any or all of the following:-

- 1) the fault of the person(s) affected or any member(s) of their party or
- 2) the fault of a third party not connected with the provision of your safari which we could not have predicted or prevented or
- 3) the fault of anyone who is not carrying out work for us (generally or in particular) at the time or
- 4) an event or circumstance that we or the supplier(s) of the service in question could not have predicted or prevented. This may include (but is not limited to) an occurrence of force majeure as described in these booking conditions.

(iii) In respect of travel by sea, rail and air, and the provision of accommodation, our liability will be governed by and limited in accordance with the relevant international conventions including, for carriage by air the Warsaw Convention 1929, and the Montreal Convention 1999, for carriage by sea, the Athens Convention 1974 for travel by rail, the Berne Convention and for accommodation arrangements the Paris Convention 1962. The provisions of these Conventions and any other convention in force at the time of your holiday are incorporated into these booking conditions and form part of your contract. Copies of these international conventions are available upon request at our offices.

(iv) In respect of claims for death and personal injury we will not be liable for any loss of profit or loss of business or any form of consequential loss or damage, whether or not arising as a result of physical damage to property and regardless of the actual cause of such loss or damage.

(v) Whilst all care will be taken to select reputable operators and suppliers, you accept that many of the local excursions available during your trip are booked directly with and delivered by local operators. Your participation in optional excursions is your own decision and are undertaken at your own risk. Optional excursions of this type do not form part of your contract with Absolute Africa, therefore we cannot accept responsibility for any kind of loss damage or injury suffered whilst using such services.

(vi) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.

16. Supplier conditions of carriage

a) Locally arranged transport including landcruisers, jeeps, trains, ferries, river craft, buses or coaches are often used on safaris. Where this is the case the client agrees that the obligation of the Company to the client is to select normally competent, independent subcontractors to provide such transport and any other services related to the trip and in doing so to exercise reasonable care in their selection. The client agrees to also abide by the terms and conditions of all such carriers related to the trip.

17. Behaviour

a) The safaris are participatory group expeditions. At the same time the decision of the Safari Leader will be final in all matters relating to the organisation, progress, safety, and well being of the expedition, and the client understands that they must abide by the Safari Leader's authority and comply with all reasonable requests of the Safari Leader. A booking is accepted on the strict understanding that the client undertakes to comply with the laws, customs, foreign exchange, drug and all other regulations of all countries visited on safari, as well as all hygiene, safety and security rules as outlined by the Safari Leader in regards to day to day life of the group on the

expedition vehicle. Do be aware that in the event that a client is found violating such rules or laws and regulations or otherwise prejudicing the safety or well being of the group or progress of the trip, we may terminate your trip with us without any liability on our part.

18. Marketing materials

a) Any likeness or image of you secured or taken on any of our safaris may be used by the Company without charge in all media for bona fide promotional or marketing purposes such as in brochures, slides, video shows and the internet.

19. Passports, Visas and Health

a) It is your responsibility to be in possession of a valid passport and any necessary visas or health documents. Requirements may change and you must check the up to date position in good time before departure. The name in the passport must match the name on your ticket where provided. It is recommended that your passport is valid for at least 6 months beyond your planned return date. If you are not a British citizen, you should contact your Embassy for information and advice on the passport and visa requirements of the countries you propose to visit. We also cannot accept liability or consider refunds for clients who cannot travel because of incomplete or incorrect documentation.

b) The Foreign & Commonwealth Travel Advice Unit may publish information about your destination on the internet www.fco.gov.uk. The Department of health website at www.doh.gov.uk also provides health advice for travellers. If you are not a British citizen, you should check the equivalent sites in your home country.

c) Any information or advice provided by the Company on matters such as visas, medications, vaccinations, climate, clothing, baggage, special equipment, permits, which truck or crew you will have, specific itinerary details etc, is given in good faith to the best of our knowledge at the time, but without responsibility on the part of the Company as to individual requirements for specific trips. The passenger accepts responsibility for obtaining any necessary visas and travel documents including a valid passport as required for the entire duration of the safari.

d) Countries on route may be regarded as politically unstable, or have regions of some political insecurity. The client is then advised to keep themselves informed of current Foreign Office Travel advice in respect of the countries to which we travel.

e) There is no free health service in the countries on route and prior to the safari you are required to consult with a qualified medical practitioner/travel clinic as to all health issues and diseases that may arise on safari such as malaria, as well as to obtain the appropriate International Certificates of Vaccination valid for the duration of the expedition.

20. Data Protection

a) For the purposes of the Data Protection Act 1998 we, Absolute Africa, are a data controller. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your hotel, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

b) We have appropriate security measures in place to protect the personal details you give us. As your travel arrangements are to take place outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information on to any company and/or organisation not responsible for providing any part of your travel arrangements. Where you provide us with personal details relating to any special requirements such as those mentioned above, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements whether in the EEA or not. If we cannot pass this information to the relevant suppliers, we cannot provide your travel arrangements.

c) We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. In limited circumstances we are entitled to refuse your request. Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give us as set out above unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you this when we ask for your details and give you the opportunity to say no if you do not want us to do so.

21. Governing Law

a) The contract (incorporating these booking conditions) and all matters arising from it are subject to South African Law and the exclusive jurisdiction of the South African Courts.