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STANDARD TERMS AND CONDITIONS

AFRICA INSCRIBED SAFARI COMPANY

The following constitutes the standard terms and conditions of Africa Inscribed:

1. INTERPRETATION

The following terms shall have the meanings assigned to them:

- 1.1 "Africa Inscribed" means Africa Inscribed Safari Company, a close corporation duly incorporated in accordance with the Close Corporations Act 69 of 1984, as amended from time to time, which has its registered office at 55 Sabiti Private Estate, Nerine Road, Glen Nerine, 2191;
- 1.2 "the Client" means the person, natural or juristic, who signs the Booking Form, accepting the quotation and confirming the booking of the safari. If a client signs on behalf of any member/s of his/her party, then the client accepts these terms and conditions on behalf of every member of his/her party as if they had specifically signed it;
- 1.3 "supplier" means a third party who supplies services to Africa Inscribed;
- 1.4 "the Booking Form" means the acceptance form completed by the Client as confirmation of the safari booking;
- 1.5 "indemnity" means the Indemnity and Assumption of Risk form enclosed with this agreement; itinerary
- 1.6 "force majeure" means any circumstances beyond the reasonable control of Africa Inscribed (including, but not limited to, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, strikes, sabotage, insurrection, civil disturbance, quarantine, government intervention, weather conditions or other untoward occurrences);
- 1.7 "in writing" means a letter sent by hand, by post, by courier, by fax or via electronic mail.

2. PAYMENT TO SECURE BOOKING

In order to confirm and secure the booking, payments must be made by the Client to Africa Incribed as follows:

- 2.1 A non-refundable deposit at the time of booking;
- 2.2 Final payment due 60 days prior to travelling, or as indicated on the final itinerary;
- 2.3 All payments must be made by electronic funds transfer or a telegraphic transfer (SWIFT). All payments must be free of any bank charges.
- 2.4 The prices quoted to the Client at the time of the reservation may subsequently be altered if certain price determinants such as the exchange rate, fuel costs, taxes or other government levies and etc. change.
- 2.5 The prices quoted to the client at the time of the reservation for a number of passengers shall subsequently be altered if the number of passengers changes for what ever reason.

3. CANCELATION AND REFUND POLICY

- 3.1 Any cancellation of the booking must be in writing and will take effect on receipt and acknowledgement by African Incribed of your cancellation. **The cancellation fees applicable are as follows:**

- ~More than 60 days before departure :100% of the deposit;
- ~Between 45 and 59 days before departure : 75% of the total cost of the tour price;
- ~Less than 45 days 100% of the tour price.

- 3.2 Africa Incribed reserves the right to claim administrative, cancellation and bank charges levied by any supplier against it in respect of the cancellation of the booking by the Client.
- 3.3 If the Client fails to arrive for start of the tour at the scheduled time and place, or is unable to do so for any reason whatsoever, including the lack of valid travel documents (passport, visa, etc.), he/she shall not be eligible for any refunds.
- 3.4 Africa Incribed reserves the right, that if a client reserve and pay for a private guide to travel throughout the itinerary and the private guide, booked by Africa Incribed becomes unavailable at time of travel, for whatever reason, Africa Incribed have the right to change the private guide with someone else of the same calibre.

4. PASSPORTS, VISAS, VACCINATIONS

The Client must:

- 4.1 Personally ensure that he/she has a valid passport. Africa Incribed cannot be held liable for any loss of passport(s) due to any reason whatsoever.
- 4.2 Personally be responsible for obtaining an appropriate visa valid for the duration of the tour and stay in the Republic of South Africa or any country that will form part of the tour.
- 4.3 Personally be responsible for taking all the vaccinations that may be deemed reasonably necessary by the Client for travelling to the Republic of South

Africa or any other country that will form part of the tour. Africa Incribed shall not be liable for any consequences that may arise out of failure, including negligence, to obtain such vaccinations.

5. **TRAVEL AND MEDICAL INSURANCE**

Personal travel and medical insurance is compulsory for all Clients for the full duration of the safari and forms part of the conditions of booking. The insurance must include cover for accidental death and disability, emergency medical expenses (including evacuation), loss of luggage or personal effects and expenses associated with the cancellation or curtailment of a safari. It is the Client's obligation to acquire his/her insurance as aforesaid.

6. **OBLIGATIONS OF THE CLIENT**

The Client shall commit to:

- 6.1 Comply with the laws of the Republic of South Africa or any other country that will form part of the tour, requirements and formalities of local police, health and other public authority;
- 6.2 Act in a courteous manner towards Africa Incribed's employees, guides and representatives and obey the instructions of the tour guide and/or group leader during the whole tour;
- 6.3 Cooperate with transport, hotel, restaurant operators and other providers and comply with their terms and rules under which such services are provided;
- 6.4 Respect the customs and traditions of local residents and rules of traditional dwellings; and, in general, of all such places where the Client alone is responsible for his/her acts;
- 6.5 Behave in an environmentally friendly manner.

7. **ASSUMPTION OF RISK, WAIVER, INDEMNITY AND LIABILITY**

- 7.1 The Client acknowledges and accepts that participating in the tour organized by Africa Incribed may involve the risk of death, injury, mental or emotional trauma, disability or property damage from hazards and dangers which are inherent risks involved in participating on a safari. Whilst every precaution is taken to ensure the safety of all Clients, certain risks are inherent in these activities and can not be eliminated or mitigated.
- 7.2 By making a reservation with Africa Incribed, the Client affirms that he/she has considered these risks, that his/her participation in the tour organized by or involving Africa Incribed is entirely his/her own risk, and that he/she agrees to freely accept and fully assume all such risks as well as any other risks involved in participating in the tour and tour activities organized by Africa Incribed and the possibility of any resulting injury, loss or damage.
- 7.3 The Client, its beneficiaries, heirs and successors in title or otherwise agree to release, waive and discharge Africa Incribed and all of its employees, suppliers, guides and representatives from and against any and all presently existing and/or future liabilities, damages, actions and claims relating to or

arising from any activity, occurrence or event (including but not limited to illness, injury or death) involving Africa Incribed, or relating to or arising from any action or omission by Africa Incribed or by any employee, supplier, guide, or representative of Africa Incribed, regardless of whether such action or omission constitutes negligence.

- 7.4 The Client, its beneficiaries, heirs and successors in title or otherwise further agree to indemnify and hold harmless Africa Incribed and all of its employees, suppliers, guides and representatives from and against any loss, damage, liability and expense incurred by Africa Incribed as a result of the Client's participating in the tour and tour activities organized by or involving Africa Incribed.
- 7.5 All vouchers and tickets issued by Africa Incribed to the Client on behalf of a supplier are subject to the supplier's terms and conditions. Africa Incribed shall be exempt from all liability in respect of any claim arising from any delays, loss or damage caused by third party services.
- 7.6 Africa Incribed shall be exempt from all liability in respect of any claim arising from any error on the itinerary for whatever reason.

8. **HEALTH**

The Client confirms and represents that he/she is medically fit, in good health, is able to embark on the safari and does not suffer from any serious medical condition that may be aggravated by participating in the tour activities, some of which may be physically demanding.

If the Client becomes unable to complete the tour due to intentionally undisclosed health conditions, he/she shall not be entitled to seek any compensation whatsoever from Africa Incribed.

It is the Client's responsibility to ensure that he/she has had all necessary inoculations or immunisations required for the safari prior to departure and Africa Incribed shall not be liable for the Client's failure to ensure that this has been attended to.

The Client must inform Africa Incribed in advance of any impairment or disability that may limit his/her participation in the tour activities. Although Africa Incribed shall endeavour to make reasonable efforts to address the needs and/or requirements of individuals with impairments or disabilities, Africa Incribed reserves its right to, in its sole and absolute discretion, decline to accept the client's booking should Africa Incribed be of the opinion that the client is not medically fit or suffers from a medical condition which creates a health or other risk to the client, Africa Incribed and/or its suppliers and/or tour participants.

Africa Incribed strongly urges all intending tour participants to equip themselves with all special care and/or needs that they may require.

9. **FORCE MAJEURE**

- 9.1 Africa Incribed shall not be deemed to be in breach of these terms and conditions nor be liable to the Client for non-performance due to force majeure.
- 9.2 In the event that Africa Incribed invokes force majeure, it shall use its best endeavours to terminate the circumstances giving rise to force majeure and upon termination of these circumstances, shall give written notice to the Client.
- 9.3 In the event that Africa Incribed invokes force majeure, it shall not be liable to provide a refund. Any refunds will be at the goodwill and discretion of Africa Incribed.

10. **GENERAL**

- 10.1 This agreement constitutes the whole of the agreement between the parties and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties.
- 10.2 The parties agree that once the client has accepted the itinerary, the client accepts the terms and conditions as set out by Africa Incribed and it will be accepted that client had read the terms and conditions.
- 10.2 The parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.
- 10.3 No waiver of any of the terms and conditions of this agreement will be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 10.4 This agreement and all matters or disputes arising therefrom shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 10.5 In the event of a dispute, Africa Incribed and the Client shall endeavour to seek an amicable and faithful agreement. If the parties fail to reach such agreement, the dispute shall be referred to the relevant South African court having jurisdiction, having regard to clause 10.6 below, and shall be governed solely by the laws of the Republic of South Africa.
- 10.6 The Client consents to the jurisdiction of the Magistrate's Court, notwithstanding that the amount involved exceeds the jurisdiction of the Magistrate's Court. The Client agrees, however, that Africa Incribed in its sole discretion may institute any such action or proceedings in any division of the High Court that may have jurisdiction.

10.7 If Africa Incribed institutes legal proceedings against the Client, it shall be entitled to recover from the Client all legal costs that it incurs on an attorney/own client basis, including but not limited to collection commission, other costs and tracing agent charges.
