



IMPORTANT INFORMATION CONCERNING BOOKINGS, TERMS & CONDITIONS, DEPOSIT AND CANCELLATION POLICY

1. RESERVATIONS AND PAYMENTS

1.1 Reservations are made by Safari Experts LC on your behalf, with one or several different ground based operators in Africa, Australia or South America. Suggestions, as to which companies to book are made in good faith as those which, in the opinion of Safari Experts LC, will be suitable for your safari. No guarantee is expressed or implied as to their performance, or your personal preference. Safari Experts LC is hereinafter referred to as the "Company".

1.2 A fee of \$ 250 per person is payable prior to commencement of consultancy, planning, and booking services. Of this fee, \$ 200 per person is carried forward as a deposit in the event of travel. In the event of failure to travel for any reason, the whole fee shall be deemed a consultancy fee, and will be non refundable. Safaris are then booked and confirmed only on receipt of a 33% deposit of the basic safari rate. There shall be no binding contract until the deposit has been paid. Failure to remit your deposit on time *may* result in an automatic release of the confirmed space, and the possible inability to reinstate your reservation. When the Company acknowledges receipt of the deposit in writing to you, it shall be deemed to constitute acceptance and confirmation of the reservation. By paying a deposit, you the client, and the African, Australian or South American based Safari operators are deemed to be under contract for the dates quoted for your safari.

- a) Cancellations received more than 90 days prior to departure will be subject to a \$ 500 per person per tour cancellation fee. Please note that the majority of upmarket lodges and experiences have adopted a "no refund of deposit policy" of up to 30%, so it is essential you have your trip cancellation policy in place at time of payment of this deposit.
- b) Cancellations received more than 45 days before departure will be subject to a 50% forfeit.
- c) Cancellations received after 45 days before departure will not be eligible for any refunds.
- d) Individual airline cancellation / change policies will apply, regardless of the above.

1.3 The balance on the safari is due and payable no later than ninety (90) days prior to the advised date of the commencement of your safari. If the balance has not been received by that date, the Company and contracted operators shall be entitled, at their discretion, to treat your reservation as canceled. Consequently your deposit would be forfeit.

1.4 Landing fees, immigration and other fees payable in various African countries and conservation fees, national park fees, etc must be paid in cash at the time except where stated to have been included in your quotation. Departure Taxes at departure Airports (normally \$ 20 pp) are due in cash, at the time of leaving each country.

1.5 Any additions to your reservation made within sixty (60) days of commencement of your safari may be accepted provided that space is available, payment in full is received, and documentation is finalized prior to departure.

1.6 Bookings are also conditional upon you, the client, signing and returning the RELEASE FORM attached, at the time of paying the deposit, though payment of the deposit or initiation fee indicates acceptance of these terms.

2. CANCELLATIONS AND REFUNDS

2.1 Any cancellation of a reservation must be in writing, and shall only be effective upon its acknowledged receipt by the Company.

2.2 Whilst on safari, if you only complete a portion of your safari booking, and leave early, the safari section left unused cannot be refunded or re-used on a future safari booking.

2.3 Any request to vary your reservation must be in writing, and the Company's agreement thereto shall be at its sole discretion. If the Company agrees to vary your reservation as requested, it reserves the right to charge an administration fee of up to \$ 200 per client.

2.4 Unfortunately, no refunds can be given for:

- (1) lost travel time or substitution of facilities.
- (2) for itineraries amended after departure.
- (3) for circumstances arising beyond the Company's control, or those of the booked ground operators, necessitating alternative arrangements to be made to ensure the safety and/or further participation and enjoyment of your safari.
- (4) if you do not appear for any accommodation, service, sightseeing or trip segment without notifying the Company, or your booked ground operators.
- (5) if you leave your safari after it has begun, or missed any scheduled sightseeing, schedules or accommodations.

3. FOR YOUR INFORMATION

3.1 The Company acts as booking agent when requested or necessary, for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services. Each of these companies is an independent corporation with its own management and is not subject to the control of Safari Experts LC, its owner or staff, including, but not limited to, various ground and air operators.

3.2 All bookings like those described above are accepted by the Company, as agent for independent ground operators. The transportation, accommodations and other services provided by the ground operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Because the Company does not have the right to control the operations of the independent operators and their suppliers, IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE which may arise out of these services.

3.3 The Company reserves the right to cancel any itinerary or any part of it, and to make such alterations in the itinerary as it deems necessary or desirable. Furthermore it retains the right to refuse to accept or to retain as a member of any safari any person at any time, and to pass on to safari members any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its cost, the Company reserves the right to adjust its rates.

4. RISKS

4.1 The Company draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips recommended and sold by the Company, and that you accept them at your own risk.

4.2 It is your sole responsibility to take all appropriate medical advice prior to departure as to whether you are fit enough to undertake the trip booked. The Company shall not be liable for illness, injury or death sustained on a program recommended or sold by the Company, its officers, employees, authorized representatives or agents whomsoever.

5. FORCE MAJEURE

5.1 "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences).

If the Company is affected by Force Majeure it, or its local agents, shall forthwith notify you of the nature and extent thereof.

5.2 The Company 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.

5.3 If the Company 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. Payment of any refund by the Company to you as a result of the non-performance of any of the Company's obligations hereunder shall remain at its sole and absolute discretion; although the Company shall use its reasonable endeavors to reimburse you where possible. However, the Company shall be entitled to deduct from any refund recoverable, the reasonable actual and potential costs to the Company of the Force Majeure.

5.4 Regarding civil unrest, once the Company has investigated the prevailing situation as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper enquiries, the Company is of the opinion that the trip may proceed, no refund will be payable to you and the provisions of Paragraph 2 shall apply.

6. INSURANCE

6.1 The Company insists that you obtain the following types of insurance which are commercially available. The company supplies details of two such options of policies which are effective for use in Africa, Australia or South America.

Accidental death and disability
Emergency medical evacuation
Trip cancellation
Major Medical and Loss of personal effects

7. SURCHARGES

Although the Company anticipates and hopes that it will not need to levy surcharges, it reserves the right to do so on the invoice amount, if this becomes necessary. The Company will endeavor to notify you in writing as soon as it is aware of any likely surcharge (depending on the circumstances). If the surcharge is not paid within such time, the Company may construe such non-payment as an act of cancellation on your part and the provisions of Clause 2 shall apply. Any refund made by the Company shall be at its sole and absolute discretion.

8. BOOKINGS, TERMS AND CONDITIONS

Bookings, terms and conditions govern the relationship between the Company and you, to the total exclusion of any other bookings, terms and conditions. No alteration to the bookings, terms and conditions may be made by any of the Company employees, authorized representatives or agents, unless in writing by an authorized officer of the Company. All decisions and matters subject to the Company's discretion shall be made by an authorized officer of the Company.

9. CARRIAGE BY LAND, SEA AND AIR

9.1 Carriage by Land, Sea and Air is subject to the terms and conditions of the carrier with whom you travel, and to international conventions, some of which may limit liability. Land, Sea and Air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.

9.2 Flying whilst in Africa, Australia or South America will usually be carried out by an established charter companies. However from time to time you may, by mutual agreement, be flown by Tim Lapage, a professional pilot licensed in U.S.A., Kenya, and U.K. Flying may be carried out, by mutual consent, in private aircraft borrowed or hired for the purpose. You will be asked to release Tim Lapage and his heirs from any or all liability for any personal injury or property damage that may be incurred whilst flying with him. You also may be asked to sign further indemnity in respect of the owners and operators of the aircraft flown. The same would apply to any other licensed pilot you may elect to fly with whilst in Africa, Australia or South America.

10. BAGGAGE

Temporary or permanent loss of baggage is the responsibility of yourself or the carrier. You must take out insurance for this.

II. TRAVEL DOCUMENTS AND VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required for the trip are obtained, and are in order*. It is your responsibility to meet any additional costs incurred either by yourself (or by the Company on your behalf) as a result of any failure by you to comply with such requirements. *In particular, a minimum of four spare pages will required in your passport prior to travel.

12. SPECIAL REQUESTS

You must advise the Company in writing of any special requests, e.g. diet or facility, when you submit your reservation to the Company. The Company will, if possible, oblige.

13. INFORMATION IN THE BROCHURES

All information given in the company's information literature, and that of other recommended operators, is to the best of the Company's knowledge, correct at the time of booking.

14. DISPUTES

If you have any cause for complaint while traveling, you must immediately bring it to the attention of the Company's local representative, and the booked ground operator, who will attempt to resolve the situation. Other disputes will be settled by arbitration, according to the laws of the state of Utah.

15. CONSENT

The payment of the deposit OR any other partial payment for a reservation on a safari constitutes consent to all provisions of the booking and the conditions and general information which has been supplied to you. The terms under which you agree to take these safaris cannot be changed or amended, except in writing signed by an authorized officer of the Company.

16. MONEY PAID TO BOOKING AGENTS

If your safari is booked with an agent, your booking agent will forward deposits and other payments to us on your behalf. Since your booking agent is not our agent for the purpose of receipt of monies, there is no liability on our part unless and until we notify you (by way of a Booking Confirmation) that monies paid have been received by us. We will issue a Booking Confirmation to your agent immediately upon receipt of their payment on your behalf.

17. CONDITION OF BOOKING

You shall comply with the instructions of the Company's representatives at all times. No Client shall be accepted or be permitted to continue on safari while their status or mental or physical condition is, in the opinion of any representative of the Company, or the booked ground operator, such as to render them incapable of caring for themselves or make themselves objectionable to other Clients or become a hazard to themselves or other Clients. The Company will not be responsible for expenses by such persons precluded from completing the safari for this reason.

18. SEVERABILITY

The doctrine of severability shall apply to this agreement.

19. NOTICE OF ENFORCEABILITY

Please remember, when you book travel related services with the Company, you are entering into a binding agreement that assumes all terms and conditions are fully understood, as stated in this document.

Please read, sign and return just the release form.



RELEASE OF LIABILITY AND ASSUMPTION OF RISK

THIS AGREEMENT CONTAINS PROVISIONS WHEREBY YOU SURRENDER CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY.

I / We _____ (Please PRINT full names)

understand that I am required to read carefully and sign a Release of Liability and Assumption of Risk form before time of final payment and my arrival in Africa, Australia or South America, for my safari booked for me by Safari Experts L.C., with various ground and air operators. By paying a deposit I have understood the terms and conditions as laid out in the Safari Experts literature, and also understand that this deposit confirms my safari arrangements and bookings. I understand it is my responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required are obtained, current, and in order. Safari Experts advises and encourages me to obtain the following types of insurance, which I understand are commercially available:

- Accidental death and disability - Major Medical
- Emergency medical evacuation - Loss of personal effects
- Trip cancellation

I am aware that adventure travel, whether in civilized or remote areas, by plane, train, automobile, boat, horseback, other conveyance, or on foot, contains inherent risks of illness, injury, death, or loss and damage of property, which may be caused by negligence of others, forces of nature, and other causes known or unknown. I also understand the risks involved in hunting of dangerous game, the harshness of wilderness habitat, and the forces of nature all of which are beyond the control of Safari Experts and or its nominated ground or air operators. I recognize that such risks may be present at any time before, during, and after the trip that I am participating in under the arrangements of Safari Experts L.C. and its agents or associates. I am also aware that medical services or facilities may not be readily available during the time I am participating in this trip.

In consideration of, and payment of a deposit and balance when due, for the right to participate in this trip, and the activities, services, and food arranged for me by Safari Experts and its agents or associates, I (Releasor), certify that I have read all of the above and fully understand its contents. I agree and on behalf of any minors accompanying me agree to hold Safari Experts L.C., its officers, owners, employees and/or suppliers (Releasees), harmless for any accidents, claims, losses, damages or liabilities, including death, disability, injury, or loss or damage to Releasor or Releasors property, which might occur, including without limitation, those caused by the sole or concurrent negligence of Safari Experts L.C. or its assigned ground or air operators. I expressly assume any and all risks with respect to the activities and circumstances described herein, and pledge not to sue Releasees on account of any losses, claims, costs, liabilities or damages, and further, I agree not to claim the unenforceability of this Agreement.

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Furthermore, I agree, and on behalf of any minors accompanying me, to hold Tim Lapage and any of his family members (Releasees), in their capacity of operating any part of a holiday booked or recommended by Safari Experts L.C, particularly in respect of driving or flying, harmless for any accidents, claims, losses, damages or liabilities, including death, disability, injury, or loss or damage to Releasor or Releasors property, which might occur, including without limitation, those caused by the sole or concurrent negligence of Safari Experts L.C. or its assigned ground or air operators.

I expressly assume any and all risks with respect to the activities and circumstances described herein, and pledge not to sue Releasees on account of any losses, claims, costs, liabilities or damages, and further, I agree not to claim the unenforceability of this Agreement. I agree that the foregoing obligation shall be binding upon me personally, as well as upon my heirs, executors and administrators, and members of my family, and shall also be binding upon any minors accompanying me.

I / We have taken out *Travel Insurance*: _____(initial). Insurance coverage is a requirement to travel.

Name of Insurance Carrier: _____ Policy Number: _____

RELEASOR / s Signature:
(Traveler)

WITNESS Signature:

Date: _____

Date: _____

Notes:

- a) A couple may sign on each form, listing both their names at the top, and the names of minors accompanying them who are under the age of 18. Adults will sign for and on behalf of these minors.
- b) Each adult in a group is required to sign a copy of this form whether or not they are responsible for the financial arrangements of the trip.
- c) Please return one copy of just these last two pages – the Release Form - to Safari Experts, by mail, and retain a copy other, together with the information, for your records.