

# AFRICHoice! BOOKING TERMS & CONDITIONS

6TH EDITION REVISED 15 DECEMBER 2005

INCLUDES PAYMENTS & CANCELLATION POLICY

## AFRICHoice! TOURS & TRAVEL LIMITED CORPORATE TERMS & BOOKING CONDITIONS 6TH EDITION REVISED 15TH DECEMBER 2005.

### DISCLAIMER:

Though prepared with great care, information shown within AfriChoice! Tours & Travel directory is for reference purposes only. We do not accept any liabilities for any changes, errors or omissions nor for any resultant or consequential charges or liabilities incurred by any organization or individual.

### IMPORTANT:

These terms and conditions shall apply to all contracts made by AfriChoice! with any client. However, the expression "Client" in these conditions shall not apply to a person, firm or company booking through a tour organizer, retail agent or other third party. No subsequent agreement in any way altering these terms and conditions shall be binding on the Company unless made in writing and signed by an authorized officer of the company. All references to the "Company" in these terms and conditions shall mean AFRICHoice! TOURS & TRAVEL LTD, a limited company incorporated in Kenya. All references to "Clients" shall mean the person, firm or company contracting with the Company for Services (hereinafter defined) to be provided by the Company to such person, firm or company and shall also mean and include any person in any party accompanying or paid for by such person, firm or company and the personal representatives and states of all such persons. AfriChoice! Tours & Travel does not warrant the correctness or completeness of any information and opinions provided by companies or individuals illustrated, advertised or named within these pages. All such information or opinions are furnished for reference purpose only. Nothing here will construe a representation of the opinion of AfriChoice! Tours & Travel and none of such information shall be regarded as a recommendation or warranty by AfriChoice! Tours & Travel for any purpose whatsoever in respect of any person, organization, product or service.

### TOUR ARRANGEMENTS

The Company will use their best endeavors to ensure that the transport, accommodation, meals and other agreed services (herein called "Services") provided are fully in compliance with the Services which the Company have contracted to provide but the liability of the Company for breach of contract is restricted to liability where by the negligence of themselves, their servants or agents all or some Services are not provided in which event the Company shall compensate the Client only for the actual costs of the Service which were to have been provided excluding all consequential damage whatsoever and whosoever suffered or incurred including but not limited to the costs of air fares to and from Kenya and Tanzania or any other incidental or indirect costs whatsoever. In case of any failure to provide any Service contracted for, the Company shall have the right to substitute alternative

services of equal value subject always to such services being available.

### Without prejudice to the generality of the foregoing:

The Company accepts no liability in the event of Services not being carried out or being altered by any matter whatsoever beyond their control. Such matters include but are not limited to the closure of National Parks, Sanctuaries, Lodges and roads, the impassibility of roads and such like matters and the Company reserves the right to make such alterations to the itinerary when in their sole judgment it is deemed necessary or desirable for the comfort, convenience or safety to Clients. The Company accepts no liability for alleged inferior or inadequate Services or transportation vehicles nor for the negligent careless or wrongful acts or omissions of hotel keepers, inn keepers, lodge keepers and such like persons and their servants and agents or any other person not in the employment of the Company. The Company accepts no liability for damages directly or indirectly arising out of delay in departures or arrivals occasioning the missing of road, rail, ship or aircraft connections. The Company accepts no liability for airline reservations and reconfirmations nor any liability for damages arising from any changes of airline schedules, cancellation of flights or errors and mistakes made by airline offices or travel agents. As regards all dealings with or for any Client relating to or touching upon air travel airports, air bookings, travel agents and airlines, the Company legal relationship and standing is merely that of an intermediary between such third parties and the Client without any liability to or for either parties such negation and waiver of liability being in all respects a pre-condition of all contracted relationships between the Client and the Company. In consequence Clients are advised to protect their interest by insurance and careful attention to all documentation supplied to them by all such third parties. The Company accepts no responsibility or liability in the event that Services of equal value having been offered to Clients are declined. The company may in their discretion employ sub-contractors to carry out all or any part of the Services in which event the exemptions provided by this condition and condition 7 and 8 below for the benefit of the Company shall be deemed to apply also to the sub-contractor.

### PRICE VARIATION

The Company reserves the right to increase all or any of the prices without prior reference to the Client in any of the following events: Official devaluation or revaluation of the Kenya and Tanzania Shilling as against the United States Dollar, the Sterling Pound or the currency of the country in which the booking is made (if different).

- Any statutory increase in taxes or other dues imposed by the Kenya or Tanzania Governments or any officer or agent thereof;
- Any increase in Kenya and Tanzania in the price of aviation fuel or motor vehicle fuel or any other increase in the cost of transport which forms part of the Services;

- Any increase in the cost of accommodation or meals forming part of the Services;
- Any increase in entrance fees to national parks, national reserves and sanctuaries and any other entrance fees forming part of the Service;
- Any other increase in the Company operating costs or cost of providing the Services which are beyond the Company control and which the Company has every reasonable effort to prevent.

### TERMS AND CONDITIONS OF BOOKING:

These terms and conditions govern the relationship between AfriChoice! and you. To the total exclusion of any other terms and conditions. No alterations to the terms and conditions may be made by any unauthorized employee of AfriChoice! authorized representatives or agents, unless in writing by an authorized employee of AfriChoice! All decisions and matters subject to the discretion of AfriChoice! shall be made by an authorized officer or employee of AfriChoice!

### 1) RESERVATIONS AND PAYMENTS

(A) Reservations should be made by contacting AfriChoice! Tours & Travel, hereinafter referred to as AfriChoice! at the address indicated below. Safaris are booked and confirmed only on receipt of a 35% advance payment of the basic safari rate. This advance payment is due within five (5) days of making the reservation.

(B) There shall be no binding contract until the advance payment has been received by AfriChoice! Failure to remit your advance payment on time will result in an automatic change of status of any confirmed space to a provisional basis and the possible inability to reinstate your reservation. When AfriChoice! receives your advance payment, a booking reference number will be assigned and noted on your original invoice. This number shall be deemed to constitute acceptance and confirmation of your booking. Your cancelled check and / or wire transfer authority will act as your receipt.

(i) If you prefer to charge your safari payments, you are welcome to fax or e-mail us the details of your credit card, which should include the following:

- 1) Type of credit card
- 2) Name of cardholder (as it appears on the card)
- 3) The billing address of the cardholder
- 4) Card number
- 5) Expiration date
- 6) Our invoice number

ii) Alternatively, payments can be made by wire transfer. Bank and account details are as follows:

**Remittance in US Dollars to be made to;**  
BENEFICIALLY A/C NAME: AFRICHoice! TOURS & TRAVEL,  
BENEFICIALLY A/C NO.: 0157375504  
BANK NAME: COMMERCIAL BANK OF AFRICA LIMITED,  
BRANCH: COMMERCIAL BANK BUILDING, WABERA STREET

BANK ADDRESS: P. O. BOX 30437, NAIROBI, KENYA.  
S.W.I.F.T. CODE: CBAFKENX  
TELEPHONE: +254 20 228 881  
FAX: +254 20 335 827

C) The balance is due no later than twenty one (21) days prior to commencement of your safari. If the balance has not been received by that date, AfriChoice! shall be entitled in its discretion to treat your reservation as canceled, and consequently to forfeit such part of the advance payment as determined solely by AfriChoice!

D) Any reservation made within twenty one (21) days of commencement of a safari may be accepted provided space is available, payment in full is received, and provided that documents can be delivered prior to departure.

E) AfriChoice! will not provide tickets, coupons, vouchers or documents until full payment has been received by AfriChoice!

F) AfriChoice! will not accept responsibility for wire transfer and / or overnight mail charges.

G) No client will be permitted into the tour without payment in full being received by AfriChoice!

H) Special airfares are capacity controlled and often sold out months in advance. In addition, many accommodations offered by AfriChoice! have a limited capacity. It is essential to make reservations well in advance to insure your preferred arrangements.

### 2) CANCELLATION AND REFUNDS

A) In the event of cancellation or variation of Services for whatever reasons the Company shall be entitled to charge cancellation fees as set out hereunder:

Cancellations received between 30 days and 10 days prior to commencement of Services shall be charged at 25% of the total cost of Services  
Cancellation received between 9 days and 2 days (48 hours) prior to commencement of Services shall be charged at 75% of the total cost of the services.  
Cancellation received within 2 days (48 hours) or after commencement of Services shall be charged at the full cost or 100% of the Services.

The liability to reimburse the Company for the cancellation fees non-refundable booking fee no show fees administration fee and the like shall in no way limit or restrict the general rights of the Company to collect damages for breach of Contract.

B) If you are a "no show", AfriChoice! shall be entitled to treat your reservation as canceled without having given AfriChoice! any notice, and the provisions of Paragraph 2(A) shall apply.

C) Any request to amend or change a booking once it has been confirmed may be accommodated subject to space availability. If AfriChoice! is able to assist, an administrative fee of \$100 per change will be assessed. These fees will be added to your final invoice.

## TERMS & CONDITIONS CONTINUED...

D) No refunds are given (1) for lost travel time or substitution of facilities, (2) for itineraries amended after departure, (3) for circumstances arising beyond the control of AfriChoice!, necessitating alternative arrangements being 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 AfriChoice!, or (5) if you leave your safari after it has begun, or miss any scheduled sightseeing, activities, meals or accommodations.

E) Non-payment by the date for commencement of services In the event that the Company has not received payment in full by the date for commencement of services, then the company reserves the right in its absolute discretion to withhold all or any of the Services and the Company shall be entitled to collect the outstanding payment from the Client direct and to recover from the Organizer all cancellation fees which they are entitled to charge as per paragraph 2 (A) above. The Company shall not be required to notify the Organizer and Retailer or the Client prior to the date of commencement of Services that the Services or any part of the Services will be withheld.

### 3) FOR YOUR INFORMATION

A) AfriChoice! acts as booking agent for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation and / or other services abroad. Each of these companies is an independent corporation with its own management and is not subject to the control of AfriChoice!, including, but not limited to, various overseas ground operators.

B) All bookings like those described above are accepted by AfriChoice! as agent for independent overseas ground operators. The transportation, accommodations and other services provided by ground operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them or their suppliers. Because AfriChoice! does not have the right to control the operations of the independent operators and their suppliers, AfriChoice! cannot be held liable for any personal injury or property damage which may arise out of these services. AfriChoice! reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, 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 incurred by delays or events beyond its control. In case of an appreciable variation in cost, AfriChoice! reserves the right to adjust its rates.

### 4) RISKS

A) AfriChoice! draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips sold by AfriChoice! You will be required to sign a Release to acknowledge this warning and also to release and hold harmless AfriChoice! from any damages that may result.

B) It is your sole responsibility to take all appropriate medical advice prior to departure as to whether or not you are fit enough to undertake the trip booked. AfriChoice! shall not be liable for any illness, injury or death sustained on a safari sold by AfriChoice! which is not due to the gross negligence of AfriChoice! Its officers, employees, authorized representatives or agents whomsoever.

### 5) FORCE MAJEURE

A) "Force Majeure" means, in relation to AfriChoice! any circumstances beyond the reasonable control of AfriChoice! (including, but without limitation, acts of nature, 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).

B) If AfriChoice! is affected by Force Majeure it shall forthwith notify you of the nature and extend thereof.

C) AfriChoice! 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.

D) If AfriChoice! 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 AfriChoice! to you as a result of the non-performance of any of the obligations of AfriChoice! hereunder shall remain in its sole and absolute discretion, although AfriChoice! shall use its reasonable endeavors to reimburse you where possible. However, AfriChoice! shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to AfriChoice! of the Force Majeure.

E) Regarding civil unrest, once AfriChoice! has investigated the prevailing situation as it deems fit, it shall remain in the sole discretion of AfriChoice! whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, AfriChoice! 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

AfriChoice! strongly recommends that you obtain the following types of insurance which are commercially available:

- Emergency Medical Evacuation Major Medical
- Accidental Death and Disability Trip Cancellation
- Loss of Personal Effects

### 7) SURCHARGES AND EXCHANGE RATES

A) Although AfriChoice! hopes that it would not need to levy surcharges it reserves the right to do so on the invoice amount, if this becomes necessary. AfriChoice! will endeavor to notify you in writing as soon as it is aware of any

likely surcharge, and you must pay the amount of such surcharge no later than ten (10) days after written notification has been received (depending on the circumstances). If the surcharge is not paid within such time, AfriChoice! may construe such non-payment as an act of cancellation on your part and the provisions of Paragraph 2 shall apply.

B) Rates used in the safaris are based on tariffs and exchange rates valid at the time of printing and advertising safaris. Should a rate vary against the U. S. Dollar by more than 3%, AfriChoice! reserves the right to recalculate the safari cost and apply the differential as a surcharge. Any refund made by AfriChoice! shall be in its absolute and sole discretion.

### 8) CARRIAGE BY LAND, SEA AND AIR

A) 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 which may limit liability. Land, Sea and Air travel are also subject to operational decisions of carriers and sea ports which may result in cancellations, delays or diversions, over which AfriChoice! has no control and for which AfriChoice! accepts no liability whatsoever.

B) The passenger contract in use by the airline carriers concerned, when issued, shall constitute the sole contract between the transportation companies and the purchaser of these programs and / or the passengers.

### 9) BAGGAGE

Temporary or permanent loss of baggage is the responsibility of you or the carrier. Please note that when traveling by light aircraft during your safari, space is limited, and luggage is limited to a weight restriction of 26 lbs. per passenger, and ONLY soft luggage or duffel bags are allowed. No hard suitcases are allowed, and NO EXCEPTIONS will be made.

### 10) TRAVEL DOCUMENTS AND VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, international driving license, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred by yourself or by AfriChoice! on your behalf as a result of any failure by you to comply with such requirements. Anti-malaria precautions should be commenced prior to departure. Please consult your physician for more details. Safari clients should bring their own insect repellent as this is often not available in the camps.

### 11) SPECIAL REQUESTS

You must advise AfriChoice! in writing of any special requests, i.e. diet, facility or physical handicap, when you submit your reservation request to AfriChoice!, which will be met if possible.

### 12) INFORMATION IN BROCHURES / ELECTRONIC ADVERTISEMENTS

All information given in any brochure or otherwise advertised, (including electronic advertisements on the Internet) is, to the best of AfriChoice!'s knowledge, correct, but AfriChoice! reserves the right to change same. The photographs reproduced and information provided depict typical scenes experienced and details on each destination; but the subject matter may not necessarily be seen or experienced while visiting that destination.

### 13) PHOTOGRAPHY

AfriChoice! reserves the right without further notice to make use of any photography or film taken on this safari by any staff member, safari guide or operator for general purposes without payment or permission.

### 14) DISPUTES

If you have any cause for complaint while on safari, you must immediately bring it to the attention of the local representative of AfriChoice! or agent, who will attempt to resolve the situation.

### 15) CONSENT

The payment of the advance payment OR any partial payment for a reservation on a safari constitutes consent to all provisions of the conditions and general information contained in any brochure (electronic or otherwise), invoice and travel documents. The terms under which you agree to take these safaris cannot be changed or amended, except in writing, signed by an authorized officer of employee of AfriChoice!

### 16) CONDITION OF BOOKING

You shall comply with instructions of any representative of AfriChoice!, safari guide or local ground operator at all times. No client shall be accepted or be permitted to continue on a safari while their status or mental or physical condition is, in the opinion of any representative of AfriChoice!, safari guide or local ground operator, such as to render them incapable of caring for themselves or make themselves objectionable to other safari clients or become a hazard to themselves or other safari clients and AfriChoice! will not be responsible for expenses by such persons precluded from completing the safari for this reason.

### 17) NOTICE OF ENFORCEABILITY

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

### 18) SALES MADE THROUGH OTHER AGENTS

Any other duly appointed General Sales Agents are merely Agents for the Company and all contracts entered into by the Organizer shall be deemed to have been made directly with the Company. All contracts made other than directly with Company are subject to ratification by the Company.