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Adventures Africa, Your Safari & Adventure Travel Specialists www.adventuresafrica.com

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A1. INTRODUCTION

We work as your partner toward the goal of making your travel smooth and successful. Some administrative work is involved for both of us. We have tried to keep our demands on you minimal and simple. This section explains the steps which help us to manage your travel arrangements efficiently. In consideration for your payment purchasing travel from Adventures Africa, you agree that you have received, read and agree to the terms and conditions below, covering the travel package organized by Adventures Africa, 3020 North Federal Highway #10, Fort Lauderdale, FL 33306.

A2. YOUR PROPOSAL AND CONFIRMATION

Travel arrangements and prices in your Proposal are subject to availability and contract. Upon receipt of your deposit, we will issue a Confirmation. Your check will not be deposited or your credit card charged until the arrangements are confirmed.

A2.1. QUOTATIONS

Subject to the provisions of these terms and conditions, quotations are subject to availability of services (accommodation, transport, flights, and tour related services) at time of receiving quotations. All group quotes are valid for 14 Days – thereafter subject to change. FIT (individual) booking quotes will be valid for 7 Days only. Please note Adventures Africa will not hold any services unless requested to do so in writing by the client.

Group transportation - If transfers are included in your quote, and are based on a group, it must be noted that should the number of passengers travelling increase or decrease the client must request a re-quote or find alternative transport. Adventures Africa will endeavor to keep the price per passenger the same however there may be an increase or decrease dependent on the changes requested.

FIT transportation - If transfers are included in your quote, and are based on FIT transfers, should the number of passengers travelling increase or decrease Adventures Africa will have to re-quote or find alternative transport. Adventures Africa will endeavor to keep the price per passenger the same however there may be an increase.

All prices quoted are based on tariffs and fares currently available, as well as the prevailing rates of exchange and therefore all prices are subject to change without prior notification. Should any service, e.g. hotel, airline, coach etc. increase, this will mean an increase in the total package cost charged by Adventures Africa and will be advised to you when available.

Adventures Africa will make a reasonable effort to ensure that all arrangements and services connected with your client's itinerary will be carried out as specified in the most efficient and effective way possible. Adventures Africa reserves the right to make changes to the itinerary for clients' convenience, and as circumstances may require.

It is strongly recommended that clients purchase adequate travel insurance.

A3. AGREEMENT

The Agreement between us consists of three parts:

- 1. (1) your **Confirmation/Invoice**;
- 2. (2) Administration Arrangements in this section; and
- 3. (3) The **Terms and Conditions** in the following section.

A4. DEPOSITS AND PAYMENTS

Our schedule for deposits and payments reflects our prepayment requirements. Additional deposits may be required by airlines to secure special air fares. Special deposit arrangements may also apply to certain hotels, resorts, holidays, or high demand periods. It is important that your payments be received in our office by the dates due. If not, we may have difficulty in retaining your travel space and prices, and may be required to cancel your arrangements. We regret that we are unable to deliver your tickets, vouchers, or travel documents until full payment has been received.

Initial Deposit: 50% of booking amount due upon reservation request. **Final Payment**: Remaining balance due 90 days before departure. For reservations received within 90 days of the departure date the final balance is due upon confirmation.

4.1. NON-REFUNDABLE DEPOSIT (INITIAL)

At time of booking any services a non-refundable deposit of 15% of the total package price is due and payable by the client to Adventures Africa. If the booking is made 90 days or less prior to departure, full payment is due at the time of booking. The non-refundable deposit must be sent to Adventures Africa or to the authorized Agent through whom the Client has booked. Adventures Africa requires full pre-payment for international, domestic and regional flights (excluding chartered flights) at time of booking to secure the fares/seats quoted. This may result in Adventures Africa requiring a higher deposit or full payment of the applicable services at the time of booking (note this is due to differing supplier's requirements), which will be advised prior to the confirmation of such booking.

4.2 SECONDARY / FINAL PAYMENT SCHEDULE

Secondary Payment: Payment of the balance of the initial 50% (of the package price) – calculated as 35% due (since a 15% non-refundable payment will already have been made), is due 90 days before the start date of the first service. If payment of the 35% is not received by such due date, Adventures Africa may treat the booking of such package as cancelled and shall retain the 15% deposit paid on the booking as a cancellation fee, thereby limiting its own liability in terms of cancellation charges from its contracted suppliers. If a package is booked less than 90 days before the departure date, then the full amount is payable at the time of booking for the booking to be confirmed.

Final Payment: Payment of the 50% balance of the package (100% less 15% non-refundable, less 35% secondary payment) is due 90 days before the start date of the first service. If payment of the 50% is not received by such due date, Adventures Africa may treat the booking of such package as cancelled and shall retain the 50% deposit paid on the booking as a cancellation fee, thereby limiting its own liability in terms of cancellation charges from its contracted suppliers. If a package is booked less than 90 days before the departure date, then the full amount is payable at the time of booking for the booking to be confirmed.

A5. FORM OF PAYMENT

Deposit and payments may be made by personal checks or credit card. When you request payment by credit card, you are authorizing us to charge the deposit, final payment, and any other fees to the designated charge card and you are agreeing not to initiate a charge-back. Please understand if a check is returned, or if your credit card is declined, we must charge you a handling fee of \$50 per item. Your travel agent may assist you by forwarding your deposits and payments to us. However, the travel agent is not acting as our agent for the collection of money, and we are not able to credit your account until we receive your payment in our office.

A5.1. CREDIT CARD CHARGES

Adventures Africa accepts payment via Credit Card, but Adventures Africa will not be not responsible for any charges levied or charged by third parties and/or financial institutions on such payment. All credit card transactions attract an additional processing fee of 4%. Agent must ensure this is added to any client pricing should the Client indicate they may wish to pay funds in this manner. Adventures Africa currently only accepts Visa, Amex and MasterCard

A5.2 BANK / WIRE TRANSFERS

Bank & wire transfers are preferred and based on the currency of your booking, relevant details will be supplied. Bank changes will be for your own account. Any amounts received short will remain due and payable to Adventures Africa.

A6. SPECIAL TRAVEL ARRANGEMENTS FOR INTERNATIONAL BOOKINGS

Many of our guests take the opportunity of traveling internationally to extend their stay for independent travel. We will gladly assist within the scope of our capabilities and send you information about the most frequently requested options.

A7. LATE BOOKING

We recognize that travel plans sometimes come together quickly and that sometimes it is not possible to decide until the last minute. We will do everything possible to accommodate your late requests, subject to availability and the feasibility of issuing documents. Please send us full payment immediately upon confirmation.

You will understand that late requests incur extra communication, administration and delivery costs. There is a fee of \$100 per person for reservations confirmed less than 65 days before departure.

A8. TRAVEL CANCELLATION AND REFUNDS

Cancellation General: We are always sorry if someone must cancel travel plans; we know what a disappointment and disruption this can be!

To avoid misunderstandings, please send us cancellations in writing and enclose all travel documents including air tickets and vouchers. The date of receipt in our office determines the effective date of cancellation.

A9. CANCELLATION

Cancellation Fees and Refunds: Cancellations received more than ninety (90) calendar days prior to travel will be assessed one hundred and fifty USD (\$150.00) per person plus any fees assessed by the airline, lodging and/or other vendors. Airfare cancellation fees are governed by the rules applicable to the fare basis used and

many fares are nonrefundable. Adventures Africa will offer this \$150 cancelation fee as a credit towards another trip booked within 12 months of cancelation.

Generally, lodging providers do not provide refunds for late arrivals or early departures. If notice of cancellation is received 90 or fewer days prior to arrival, regardless of the reason for the cancellation, all of amounts paid are non-refundable and will result in forfeiture of the entire reservation value. Consult your travel agent or Adventures Africa for specific details regarding cancellation fees and refund request procedures at time of booking.

No refunds will be given for unused portions of your package.

A10. VACATION PROTECTION PLAN

In collaboration with a leading insurer, Adventures Africa has developed a customized Vacation Protection Plan which provides financial protection against the cancellation fees specified above as well as coverage for travel-related risks during your trip. Travel insurance is highly recommended for your trip. Insurance premiums are not refundable.

A11. CHANGES IN TRAVEL ARRANGEMENTS

We recognize that sometimes individual plans change. We will do everything possible to accommodate your change request, subject to availability. As departure date approaches, it becomes increasingly difficult, even impossible, to make any changes at all. To reduce misunderstandings, **please send us all changes in writing**. They will be effective on the date we receive your notice in our office.

For our prices to be as low as possible, our travel arrangements use special airfares which are not available to the general public, and which may have different restrictions than the normal published fares. We also use airfares which require advance purchase of tickets and which are highly restricted and non-refundable.

Consequently, after reservations are confirmed, even before the ticket is issued, changes to your air tickets usually involve penalties, which may equal the entire value of the ticket. In all cases, we, and you, must abide by the airline restrictions and penalties.

Please note, that once the ticket is issued, it is non-changeable and non-refundable.

We endeavor to minimize our fees for changes; the following change fees apply.

Changes More than 90 Days before Departure: \$100 per person for each change.

Changes Less than 90 Days before Departure: \$100 per person per change plus any applicable penalty assessed by our suppliers.

As departure date approaches, it becomes increasingly difficult, even impossible, to make any changes at all.

Changes after Departure: We regret that we are not able to make refund for any component of the inclusive travel package that you may not use, nor are we able to change air tickets.

A12. DELIVERY OF TRAVEL DOCUMENTS

Your tickets, vouchers and other travel documents will be delivered to you about two weeks before your departure date. At that time, details of all local contacts will be provided.

A13. TRIP COST BASIS AND SELLING PRICE

We purchase travel components at specially negotiated rates from air carriers, hotels and other suppliers. Our prices include costs of preparation, marketing and operation of the travel arrangements.

A14. FOREIGN CURRENCY AND PRICE GUARANTEE

Our prices for individual reservations are based upon the foreign currency exchange rates which are in effect on the date of quotation. Your travel price is guaranteed once you pay the initial deposit for the reservation. For Group reservations, the foreign currency exchange rate can fluctuate and currency adjustments can be made prior to final payment.

A15. LAND ONLY BOOKINGS

For bookings where Adventures Africa does not arrange your air travel, to ensure ground transfer arrangements, you must provide Adventures Africa with your flight information at the time of booking.

We are not responsible for any missed transfers due to the late arrival of your flight. If, for any reason, you do not arrive on the designated flight, you must arrange transfers to the first destination at your own expense.

TERMS AND CONDITIONS

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T1. INTRODUCTION

When lawyers wrote this section, normally called the "fine print", no one could understand it! We have tried to state the matters in plain language (and larger print).

These Terms and Conditions explain our relationships and responsibilities to each other. These only become important should things go wrong. Since we make strenuous efforts to avoid this situation, we seriously hope that no one ever needs this information, but we urge you to read it to avoid any misunderstandings.

T2. OUR AGREEMENT WITH YOU

The Agreement between us consists of three parts:

- 1. Your Confirmation/Invoice;
- 2. The Administration Arrangements in the previous section; and
- 3. The **Terms and Conditions** in this section.

Please remember that you are entering into an Agreement with our Company that assumes that you fully understand and accept all these matters.

At the date of preparation, all information given in our communications with you was correct to the best of our knowledge.

This Agreement with you supersedes any earlier communications; they are not part of our Agreement with you. This Agreement is our only agreement with you and cannot be changed except in writing by an authorized Company officer.

T2.1. CONFIRMATION OF CLIENT DETAILS

To validate a confirmation of any booking with Adventures Africa, it is a condition that the client must fully, accurately and timeously provide all necessary information as requested by Adventures Africa along with their initial deposits and final payments. Full names, passport details and other information in relation to flight bookings must be confirmed and received by Adventures Africa from the client, so that Adventures Africa can process these services accordingly. Adventures Africa will not be held liable for any errors in the reporting of the client data, with any surcharges being carried by the client should any services need to be re-booked or cancelled.

T3. OUR RESPONSIBILITY TO

YOU Who We Are

The company which is arranging your travel is Adventures Africa Corporation, 3020 North Federal Highway, Fort Lauderdale Florida 33306 We are incorporated in the State of Florida and use the registered trade names "Adventures Africa", "Alpine Adventures", "Anywhere Adventures" and "Alpine Luxury Collection". Our telephone number is 954-564-6722. Our fax number is 954-564-6721. Our Email address is reservations@adventuresafrica.com

Travel is a distinctly personal experience giving rise to high anticipations. As our guest, we work to help you to achieve your expectations. We are dedicated to uncompromising standards of quality, value and service. We are committed to actively resolving any problems should they emerge.

Our Guarantee to You

We want you to travel with confidence and to be pleased with your travel experience. We guarantee to provide all your travel arrangements as agreed, and if, for any reason, this becomes impossible, we will make our best effort to ensure that you are not just satisfied, but pleased, with your travel experience.

Our Role and Responsibility

Our company arranges your travel program. We do not supply the travel service components in the program; these are provided by various companies such as airlines, bus companies, and hotels, which have been identified to you on your travel documents. We act as agents for these suppliers. We use suppliers which we believe to be reliable. However, each supplier is an independent company with its own management. We do not control the operations of the suppliers and are not responsible for their actions. If you have a mishap, loss or inconvenience with a supplier, you make a claim with that supplier directly.

T4. YOUR RESPONSIBILITY TO US Acceptance

We can only provide travel arrangements to those who agree to these Terms and Conditions. When you accept an Agreement, pay money, and accept your tickets and vouchers, you are acknowledging that you have received, read, understood and consented to all these Administration Arrangements and Terms and Conditions.

Travel Companions

When you submit a reservation request for your travel companions, you are promising that the Administration Arrangements and Terms and Conditions will be communicated to, and accepted by every travel participant, and that you are authorized to sign on their behalf. Every travel companion must abide by these Administration Arrangements and Terms and Conditions as if he had signed an Agreement personally.

T5. RISKS

Travel

Risks

Travel involves risks. You voluntarily accept these risks personally. You agree that we are not responsible for any injuries or damages which may occur during your travel, except if we are shown to have committed gross negligence.

Adventures Africa Staff

During your trip, when a member of Adventures Africa staff accompanies or meets you, the staff person's responsibility is limited to ascertain that the travel components are carried out by the independent hotels and transfer companies under contract with Adventures Africa. At times, an Adventures Africa staff member may escort you on all activities with you. The staff person does so as a fellow guest and not as a guide.

Psychological Satisfaction

We will make our best efforts to ensure that your travel expectations are achieved. However, you agree that we cannot be responsible for any lack of psychological satisfaction in your travel experience.

T6. NON-DISCRIMINATION AND SPECIAL ATTENTION

Our company does not discriminate on any basis whatsoever.

Please advise us in writing of any restriction, or circumstance requiring special attention, so that we can try to make the appropriate arrangements for you.

We may decline to accept, or to retain, any person at any time before, and during, the travel.

T7. UNEXPECTED THINGS THAT CAN ARISE

We intend to provide your travel arrangements exactly as we proposed and you accepted. However, by the nature of the travel experience, unexpected inconveniences sometimes arise.

Factors Forcing Changes

In this tumultuous world, external factors beyond our reasonable control may intervene in your travel arrangements. Such factors may include, among other things: disasters, weather conditions, flight or road conditions, changes in law or regulations, currency valuations and restrictions, political events, and so on. If things of this nature occur, we may have to change travel reservations, prices, and schedules, or even cancel or terminate the trip. We will take such action when we feel that circumstances warrant it, or that it would be in your best interests. Such situations can cause delays resulting in additional expenses, or other consequences. You will understand that we cannot be responsible for these situations and we regret that we are not able to make any refunds for these reasons.

Overbooking, or If We Make Changes

We never intentionally overbook, but sometimes we find that the transportation or the accommodation which you originally requested may not be available. When this situation arises, or if we must make changes to your travel, we will let you know as early as possible. In these circumstances, we will substitute arrangements of the same, or better, category. If we are unable to provide equivalent alternative arrangements, you may cancel your travel without penalty.

T8. HOW TO RESOLVE A PROBLEM If a Problem Arises

Every one of our staff members is committed to guest satisfaction and has the responsibility to resolve any problem. Please bring any problem to the attention of our staff member. If you are not satisfied with the response, please discuss the matter with our supervisor or manager. Please advise

our President in writing within thirty days of any problem which you feel was not resolved in a satisfactory manner.

Resolution of Disagreements

Our company participates in the Better Business Bureau Customer Assistance Program for the resolution of business/consumer complaints. We promise to meet you promptly and to make a good faith attempt to resolve any complaint.

If we cannot resolve the matter between ourselves, we, and you agree to submit to the BBB mediation process. If the dispute cannot be resolved through the mediation process, we, and you, agree to arbitrate the dispute per BBB guidelines. This process is binding on both parties and will eliminate the need of legal action. If you have any unresolved disagreement concerning our service, you agree not to sue us, to participate in the BBB Customer Assistance program, and to accept an arbitrated final decision as binding.

Venue

You understand and agree that this contract for travel services is deemed to have been executed in Ft. Lauderdale, Florida and that all its terms and provisions shall be governed and construed solely by the laws of the State of Florida. You further understand and agree that Adventures Africa make similar travel arrangement for customers in various states which could result in a multiplicity of dispute venues which would be unfair, cumbersome and expensive for Adventures Africa to pursue. Accordingly, you agree that any disputes arising out of this contract must be brought in Broward County, Florida, and that any action taken outside of Broward County, Florida shall not be enforceable against Adventures Africa in Florida or in any other state.

T9. RESPONSIBILITY OF TRANSPORTATION COMPANIES

The companies which provide transportation require that we include the following disclaimer of responsibility statements: "The ARC or IATA air carriers and other transportation companies, whose services are used in these tours, are not to be held responsible for any act, omission, or event except during the time passengers are on board their conveyance." "The services, other than transportation by ARC or IATA air carriers, are furnished by independent contractors who are not servants, joint ventures, or partners of the air carrier. Use of an air carrier's logo or service mark does not imply any such relationship." "The passage contract in use by these air carriers and transportation companies, when issued, shall constitute the sole contract between these companies and the purchaser of these trips and/or tour passage. "Airline fares are subject to change without notice prior to ticketing." "Transportation suppliers retain the right to change equipment and schedules without prior notice." You are responsible for claiming any frequent flyer miles that may be available.

T10.

WHAT YOUR TRAVEL PRICE INCLUDES

Air Transportation

Should your travel include air transportation in economy/business/ first class on selected air carriers which are members of the International Air Transport Association (IATA), and on connecting carriers, as specified in your Confirmation. According to each airline's service arrangements, inflight meals, drinks, and entertainment will be provided with, without, extra charge as specified in your Confirmation.

Baggage

Please check with your airline or sales agent for baggage information and restrictions as they keep changing.

Land Transportation

Should your travel include transfers between the airport and hotels, and vice versa, by chartered or scheduled motor coach, or by second class rail or by rental car (where specified in the package).

Accommodation

Should your travel include accommodation based on double occupancy of a room with a double bed, or two twin beds, and private bath, or shower, in the hotels specified in your Confirmation. A limited number of small rooms for single and triple occupancy are available for a supplement.

Meals

Your travel may include meals, according to the meal plan specified in your Confirmation. Unless specifically stated, Half-board meal plans include breakfast and fixed dinners daily while at the resort or hotel of your stay.

Taxes and Service Charges

Your travel includes all taxes and service charges at your destination, which are assessed by the government authorities, hotels and restaurants for the meals included in your specified meal plan.

T11. WHAT YOUR TRAVEL PRICE DOES NOT INCLUDE

Unless otherwise specified in your Proposal or Confirmation:

- Airline and government taxes, fees and security charges.
- Airport passenger facility charges.
- Vacation Protection Plan.
- Passport and visa fees.
- * Meals, tips, taxes, and service.
- Beverages with meals, except coffee / tea at breakfast.
- Porterage of your baggage.
- * All items of a personal nature such as telephone calls and laundry.
- Optional excursions.
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- Gasoline, taxes and insurance for your rental car.
- Gratuities: You may consider optional gratuities to service staff for special attentiveness per your individual discretion.

TRAVEL DOCUMENTS AND HEALTH REQUIREMENTS

Your Responsibility

You are responsible for the correctness and validity of your travel documents and that you meet health requirements. We regret that you must pay any additional costs which may occur if these requirements are not met.

The following information was correct at the date of preparation but may change. Prior to departure, you should check with the consular representatives of the countries to be visited.

Passports

A valid U.S passport is required for traveling outside of the U.S. All passports must contain at least 3 blank visa pages and must be valid for 6 months after the completion of your tour. If your passport is about to expire, it is recommended that you renew your passport nine

(9) months before your passport expires. This would give you enough time to apply for a U.S. passport with the passport office. If you are not a US citizen or holds a non-US passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. Please also ensure that the name on the passport corresponds with your airline tickets.

Visas

For African countries, which are included in your itinerary, you should obtain information from the consular representative of the country to be visited

Visa requirements for citizens of countries other than the USA and Canada should be obtained from the consular representatives of the countries to be visited.

Health Requirements

Specific immunization vaccinations are required for travel to Specified parts of Africa or for re-entry to the USA and Canada. You should consult your personal medical adviser/travel clinic concerning your specific health requirements.

Unabridged Birth Certificates

Some African countries such as the Republic of South Africa require unabridged birth certificates Under the new law, all minors under the age of 18 years are required to produce, in addition to their passport, an Unabridged Birth Certificate (showing the particulars of both parents) when exiting and entering South African ports of entry. Latest update: As of the 4 December 2016 the Department of Home Affairs has put plans in place to assist travelers travelling with minors during the festive season. It will be in effect from December 10 to January 14. Outbound travelers with children are still required to produce: the Unabridged Birth certificate in addition to the passport of the travelling minor affidavits confirming parental consent to such travel if one parent is not travelling.