

## **Terms and Conditions of Sale For One With Africa:**

Placement of an order with One With Africa is taken as acceptance by the customer of the following terms and conditions.

1. Cancellation: Cancellations are only effective upon receipt of written notification (by post or Facsimile) by One With Africa. Each ground operator has their own cancellation conditions and charges but as a general rule, the cancellation conditions and charges are as follows:

- a. A **non-refundable** 30% deposit is due at the time of booking.
- b. If you cancel more than 90 days prior to your departure you will be charged a \$250 per person cancellation fee in addition to your initial non-refundable trip deposit.
- c. If you cancel less than 90 days prior to your departure you will forfeit 50% of the total trip cost.
- d. If you cancel less than 30 days prior to your departure you will forfeit 80% of the total trip cost.
- e. If you cancel less than 15 days prior to your departure you will forfeit 100% of the total trip cost.

The exact cancellation penalty will be as is charged by the specific ground operator used for the customer's trip and will be conveyed to the customer at the time of booking. Should a guest fail to join a safari or join it after departure or leave it prior to its completion, no safari fare refund can be made.

If the cancellation fees are in excess of the amount already collected by One With Africa, then One With Africa reserves the right to charge the customer's credit card for the balance.

2. Change To a Confirmed Booking: After the booking has been confirmed, should the customer wish to make a change to any reservation an administrative fee of up to \$250 may be charged to the customer. If the changes involve the actual cancellation of any part of the booking, the applicable cancellation charges will apply.

3. Accommodation: The right is reserved to substitute hotels, camps and lodges when necessary.

4. Baggage: For safety and because space is restricted, baggage in charter aircraft is restricted to a maximum of 12kg – 20 kg ((approximately 26lb-44lb.) depending on country and airline) per person in a soft bag. This includes camera equipment and carry-on baggage. The tour documents will include the specific maximum weight allowance. Should customers arrive with excess baggage without prior warning their baggage could be delayed as baggage may have to be flown into camps at a later stage at considerable extra cost to the customer. However, should the customer know in advance that the

baggage will exceed the limit, an extra seat (if available) may be booked for the bags on the aircraft, at an additional cost.

5. Not Included: The prices quoted are LAND ONLY prices and do not include international airfares, cost of obtaining passports, visas, inoculations, excess baggage charges, all items of a personal nature such as drinks, laundry, telephone calls and cables, meals not specified in the itinerary, personal and baggage insurance, local airport taxes, tips to waiters, hotel staff, game rangers and sightseeing drivers and guides.

6. Refunds: While all best efforts are made to ensure that all anticipated accommodation is available as planned, there shall be no claim of any nature whatsoever for a refund either in whole or in part, if any accommodation, or excursion is unavailable and a reasonable alternative is not found. Refunds will not be made for any service provided in the itinerary which the customer is unable to use.

7. Problems: If a problem arises during a trip, the customer is asked to make One With Africa or its agents aware of the details of any such problem as soon as is possible so that corrective action can be taken. If One With Africa or its agents are not given the opportunity to rectify the problem then no claim will be considered. Applications for any claims must be made in writing to One With Africa within 30 days of trip termination.

8. Important Notice:

9. Wild Animals: Please be aware that these safaris may take customers into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Neither One With Africa, nor our employees, or agents can be held responsible for any injury or incident on the safari.

10. Passport & Visas: The onus is upon the guest to ensure that passports and visas are valid for the countries visited. One With Africa, our staff and agents cannot be held liable for any visas, etc. not held by the customer nor the cost of the visas.

11. Health: Anti-malaria precautions and inoculations should be commenced prior to departure. Please consult your doctor for specific advice.

Customers are reminded that they are traveling to Africa, which is a third world country. Do not expect the same standards of hygiene, security or service that you would in more advanced regions. One With Africa takes no responsibility for incidents of food-poisoning, water contamination or other illnesses, even where the contamination can be proved to be from a source booked through the company. The customer must take full responsibility for their health at all times. Additionally, the customer acknowledges that they are aware that medical treatment and medical services, including the presence of a physician or any other trained medical professional and availability of prescription type drugs may be limited or altogether absent in the areas they are visiting.

Trips are intended for persons of reasonably good health and without physical limitations that would create a hazard either for the customer or other customers. By forwarding the trip deposit, the customer certifies that he or she and anyone else for which the deposit is

made is fit enough to make the trip and does not have any physical limitations that might create a hazard for themselves or other trip participants. The customer must inform One With Africa of any special medical or dietary requirements well before departure.

8. Responsibility: Neither One With Africa (the Company) nor any person or agent acting for, through or on behalf of the Company shall be liable for any loss or damage whatsoever arising from any cause whatsoever and, without restricting the generality of the foregoing, shall specifically not be responsible for loss or damage arising from any errors or omissions contained in any of its printed or stated information (including our website – [www.onewithafrica.com](http://www.onewithafrica.com)), loss or damage caused by delays, sickness, theft, injury or death. In addition, the Company shall have the right at any time at its discretion to make any alteration in route, accommodation, price or other details. In the event of any safari being rendered impossible, illegal or inadvisable by weather, strike, war, government or interference or any other cause whatsoever, the extra expenses incurred as a result thereof shall be the responsibility of the passenger. The Company may at its discretion and without liability or cost to itself at any time cancel or terminate the guest's booking and in particular without limiting the generality of the foregoing it shall be entitled to do so in the event of the illness or the illegal or incompatible behavior of the guest, who shall in such circumstances not be entitled to any refund. The person making any booking will, by the making of such booking, warrant that he or she has authority to enter into a contract on behalf of the other persons included in such a booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her.

One With Africa, your travel agent, outfitters, operators of the tours and/or subcontractors of services act only as agents for the supplier in regards to travel, whether by plane, car, motorcoach, ship or railroad and assume no liability for injury, damage, loss, accident, delay or irregularity, which may be a result either by reason or defect of any vehicle, act of war, insurrection, revolt or other civil uprisings, other military action, strikes or any Act of God occurring in either the country of origin, destination or through passage, or for any reason whatsoever, or through the acts of default of any company or persons engaged in arrangements of the trip. One With Africa acts solely as an agent for the operating companies.

9. Schedule Changes: Although every effort is made to adhere to schedules it should be borne in mind that the Company reserves the right and in fact is obliged to occasionally change routes and camps on safaris as dictated by changing conditions. Such conditions may be brought about by seasonal rainfall on bush tracks, airfields and in game areas, by game migrations from one region to another, or airline or other booking problems, etc.

10. Delays: One With Africa cannot be held liable for any delays or additional costs incurred as a result of airlines not running to schedule.

11. Insurance: It is a condition of booking, that the sole responsibility lies with the customer to ensure that they carry the correct comprehensive travel and medical insurance to cover themselves, as well as any dependants/traveling companions for the duration of their trip. This insurance should include coverage, in respect of, but not limited to, the following eventualities: cancellation or curtailment of the safari, emergency evacuation expenses, medical expenses, repatriation expenses, adventure type activities such as mountain climbing, scuba diving, etc., damage/theft/loss of personal baggage, money and goods. One With Africa, including their representatives, employees and agents will take no responsibility for any costs, losses incurred or suffered by the customer, or customer's dependants or traveling companions, with regards to, but not limited to, any of the abovementioned eventualities. Guests will be charged directly by the relevant service providers for any emergency services they may require, and may find themselves in a position unable to access such services should they not be carrying the relevant insurance cover.

14. Accuracy: To the best of One With Africa's knowledge the information on our website (<http://www.onewithafrica.com/>) is correct. One With Africa, cannot be held responsible for any omissions, inaccuracies or changes.

15. Consent: The payment of the deposit OR any other partial payment for a reservation on a safari constitutes consent by all customers covered by that payment to all provisions of the conditions and general information contained herein whether the customer has signed the booking form or not.

16. Disclosure Notice: Please be aware that during your participation in an One With Africa trip, certain risks and dangers may arise including, but not limited to, the hazards of traveling in undeveloped areas, travel by boat, train, automobile, aircraft or other means of conveyance, the forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical facilities. Also, be aware and clearly understand that One With Africa will have no liability regarding provisions of medical care or the adequacy of any care that may be rendered.

You are voluntarily participating in these activities with the knowledge of the dangers involved and hereby agree to accept any risks.

AS LAWFUL CONSIDERATION for the agreement with One With Africa to participate in your trip and activities you hereby agree that you will not make a claim against One With Africa or sue for bodily injury, emotional trauma, death and/or property damage, however caused, as a result of your participation in your trip. You thereby release One With Africa and its employees from any and all claims, known or unknown, arising from your participation in your trip.

This release of Liability and assumption of Risk agreement is entered into on behalf of all members of your family including minors accompanying you. This agreement is binding on your heirs, legal representatives and assigns. If any portion of this agreement is deemed to be unenforceable, the remaining portions shall remain in full force and effect.

Any litigation can only be brought in courts of competent jurisdiction in the state of North Carolina and North Carolina law will be applicable to any disputes which arise out of your trip.