

BOOKING TERMS AND CONDITIONS

1. DEFINITIONS & PARTIES

- a) In these Booking Conditions, the "Company" will mean Asambe Africa Travel Co. Ltd. (Lic:143797 BN:200133497).
- b) The "Client" is the person or persons listed on the Booking Form.
- c) A "trip" is any tour or combination that has its own Trip Name and Trip Code as reflected in both the brochure and on the website.
- d) "Force Majeure" means any situation or event that is beyond the Company's control. This could be war, riot, civil strife, terrorist activity, and industrial disputes, natural or industrial disasters, fire, adverse weather conditions or Acts of God. It could also include governmental obstacles and changes to local transport operators schedules (like ferry companies.)

2. CONTRACT

- a) No contract shall exist between the Company and the Client, until the Company:
 - receives a signed Booking Form
 - receives a deposit or 15% (fifteen percent) of the Trip Price
 - receives a signed copy of the Booking Terms and Conditions
 - issues the Client, or their travel agent, a written confirmation
- b) A contract is entered into between the Company and the Client. The person who signs the Booking Form represents and warrants to the Company, that they are authorised to sign the form and accepts all these conditions on behalf of themselves and each of their travelling companions including any minors who may be accompanying them.
- c) No persons, organisation or employee of the Company has any authority to vary these Booking Conditions. Neither do they have any authority to alter any information printed in the brochure or on the website.
- d) The Company reserve the right to decline any booking. The Company also reserves the right to cancel any booking at its discretion in the event there is not the minimum number of 3 (three) for the tour and/or the Company believes the Client to be unsuited to the trip booked.
- e) Should any of these Terms and Conditions be held to be invalid, unlawful or unenforceable, such Terms and Conditions will be severable from the remaining Terms and Conditions, which will continue to be valid and enforceable. If any Term or Condition held to be invalid is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity.

3. PAYMENTS

All monetary amounts on this booking form and on the website are in US Dollars.

- a) A deposit of 15% (fifteen percent) of the Trip Price is required from each Client when submitting the Booking Form to confirm the booking. This deposit will only be refunded if the Client cannot be accommodated or there is not the minimum number of 3 (three) for the tour.
- c) The balance of payment, that is 85% (eighty five percent) of the Trip Price, to be paid in US\$ (United States Dollars) cash to the Trip Leader at the Pre-Departure Meeting OR 50%(fifty percent) paid by Bank Transfer 28 days before departure and 35%(thirty five percent) paid in cash to the Trip Leader at the Pre-Departure Meeting. Failure to make this payment balance will constitute a breach of contract by the Client and the Client will not be allowed to join the trip.

4. CANCELLATIONS

- a) Any cancellations made by the Client must be in writing to the Company. The date on which the correspondence is received by the Company will determine the Cancellation Fees.
- b) In the event of a Client cancellation, the refund will be as follows:

Days prior to departure	% Refund
39-14 days	50
13-7 days	25
less than 7	0

- c) Should the Client fail to join a trip, or join it after departure or leave it prior to its completion, no refund will be made whatsoever, including the Local Payment portion that is not used.
- d) The Company reserves the right to cancel any trip for any reason more than 42 (forty two) days prior to the departure date. *In this case the Client will be refunded any money they have paid to the Company and that will be the extent of the Company's liability.*
- e) The Company reserves the right to cancel any trip for reasons of Force Majeure less than 42 (forty two) days prior to the departure date. In this case the Client will be refunded any money they have paid to the Company, less the Bank Transfer fee incurred by the Client.
- f) The majority of our trips require a minimum number of Clients in order for it to run. If this number is not reached, we reserve the right to cancel the trip. The Company will endeavour to cancel this trip more than 42 (forty two) days prior to the departure date unless it is necessitated by the late cancellation of other passengers on the trip, in which case it will be cancelled less than 42 (forty two) days prior to the departure date. In each case, the Client will be refunded any money they have paid to the Company and that will be the extent of the Company's liability.

g) The Cancellation Fees detailed above are only in relation to the Trip Price and do not include any extra services booked like Airport Transfers and Accommodation. These cancellation fees may be as high as 100% (one hundred percent) and the Client is still liable for their payment.

5. TRANSFERS AND AMENDMENTS

a) If the Client wants to transfer from one trip to another, the Company must be informed in writing. The Client must complete and sign a new Booking Form and, if necessary, provide an additional deposit (if more than 42 (forty two) days prior to the trip's departure) or balance of Trip Price (if less than 42 (forty two) days prior to the trip's departure.) The date on which the correspondence is received by The Company will determine the transfer charge.

b) Charges applicable in the event of a transfer will be as follows:

c) Any non-recoverable expenses are not included in the Transfer Fee and the Client will still be liable for these.

d) The Client cannot transfer their trip to another person.

6. PRICES

a) The Company reserves the right to change their rates at any time prior to the contract being entered into. In the event that these rates are altered, the Client will be advised at the time of booking.

b) The Company endeavours not to increase the cost of the trip once the contract has been entered into. However, the cost to run a trip is calculated up to 12 (twelve) months in advance and increases in running the trip like, but not exclusively, transportation costs, accommodation costs and fluctuations in the exchange rates, may make an increase unavoidable.

c) Should a surcharge be payable, the Company will immediately notify the Client of such.

d) The Company will not add a surcharge to a trip less than 28 (twenty eight) days prior to a trip's departure.

e) The Company will not impose a surcharge of more than 20% (twenty percent) of the original Trip Price.

g) Discounts offered are on the trip price of the trip only, and only one discount may be applied to each trip. This applies to promotions and specials offered by the Company or any of its representatives.

7. ITINERARIES

a) The documentation provided by the Company (e.g. Trip Dossiers, Website, etc.) is set out in good faith as statements of intent only and changes to the itinerary, vehicle, etc. may be made where deemed necessary by the Company.

b) Any additional expenses, incurred through deviations to the itineraries because of Force Majeure or reasons considered advisable by the Company will be for the Client's account.

c) The Client accepts that Force Majeure may preclude the Company from providing services or following the itinerary as detailed in the Trip Dossier.

d) The Company will not refund any monies paid for unused services which are included in the Trip Price.

8. CHANGES

a) The Company reserves the right to make changes to the trip any time prior to the contract being entered into. In the event that any aspect of the trip is altered, the Client will be advised at the time of their booking.

b) The Company endeavours not to make changes to the trip once the contract has been entered into. However, because of the unpredictability of travel in many of the areas visited, changes prior to a trip's departure may be unavoidable. Where this alteration is significant (i.e. where a major deviation to the itinerary is made) the Company undertakes to inform the Client as soon as possible.

c) Due to the nature of the areas we travel through significant changes can and do occur after a tour's departure, over which the Company has no control. The Company will make alternative arrangements like changing the method of transport and/or the itinerary if Force Majeure, breakdowns, accidents, sickness, etc. necessitate such a change. The Company cannot be held responsible for compensation or additional expenses incurred due to any such change.

9. COMPLAINTS

a) If the Client has a complaint about the trip, such complaint must immediately be raised with the Trip Leader or the Company's Head Office so that, if possible, a solution can be found.

b) Failing resolution, the Client must make any complaint within 28 (twenty eight) days of the trip's finish date.

c) This complaint must be made in writing.

d) The Company will not be held liable for the loss of enjoyment due to unfulfilled expectations of the Trip due to the nature of adventure group travel; each trip is unique and reliant on client interaction and participation.

10. COMPANY RESPONSIBILITY

a) All information in documentation provided by the Company (e.g. Trip Dossiers, Website, etc.) has been set out with reasonable care and is published in good faith.

b) The Company cannot be held responsible:

If there has been no fault on the part of the Company or its suppliers and the cause was the Client's fault or the fault of someone not associated with the trip whose actions were not foreseeable.

If the cause was the fault of unforeseeable circumstances beyond the Company's or its suppliers control, the results of which were unavoidable even though every caution was taken.

If the cause was the fault of the Client having taken part in any activity or optional activity which does not form part of the original trip arrangements, even though they may be supervised, arranged or recommended by the Company or its representatives (e.g. bungee

jumping, rafting, ballooning or other such activities of a risky nature.)

Where a disease or illness is contracted during or after the trip. Should the Client need to leave the trip because of such, no refund whatsoever will be forthcoming and the Client will be responsible for all expenses incurred for the treatment of their illness and as a result of having to leave the trip.

For any information or advice provided by a travel agent unless such information has been provided to the travel agent by the Company. In the case of such information and advice not having been provided by the Company, the responsibility must lie with the travel agent. Where the Company has provided advice and information on travel documents, visas, climate, spending money, clothing, equipment, etc. This advice and information has been set out with reasonable care and is published in good faith, but without responsibility on the part of the Company.

For any advice or information provided by the Company's crew. This advice and information has been given in good faith, but without responsibility on the part of the Company.

For any Client's luggage or personal effects.

c) The Company, its employees and agents cannot be held responsible for expenses, inconvenience, loss of enjoyment or anything else caused by the Client's non-compliance with any of responsibilities listed below.

11. CLIENT RESPONSIBILITY

a) The nature of the Company's trips may involve an element of personal risk and potential hazard normally associated with holiday tours. The Client must accept these risks and hazards.

b) The Client must accept that safety standards of suppliers of accommodation, local transport and other operators in most of the countries visited will not be of the same standard as in their home country.

c) The Client must make themselves aware through the various government agency warnings and advisories (e.g. British Foreign & Commonwealth Office, US Department of State, Australian Dept of Foreign Affairs) with regard to the safety of countries and areas through which they'll be travelling and to make their own decisions accordingly.

d) The Client is wholly responsible for arranging travel insurance. Suitable travel insurance with benefits that cover personal accident, medical expenses including repatriation and loss and damage to personal effects must be arranged. It is suggested insurance is also taken out to cover any expenses related to the cancellation or curtailment of any trip. Should the Client not have adequate travel insurance, they may not be allowed to join the trip.

e) The Client is to get professional medical advice before travelling and to take all necessary health precautions and preventative measures.

f) The Client is responsible for informing the Company, at the time of booking, of any known disabilities or medical conditions, or, if not known at the time of booking, as soon they become known. Any Client found to have failed to disclose this information, may be directed to leave the trip. No refund whatsoever will be forthcoming and the Client will be responsible for all expenses incurred as a result of having to leave the trip.

g) The Company's crew have authority to make difficult decisions. Should the Client present a medical condition, the crew may insist they seek medical advice. If the Client refuses to act upon this advice, thereby putting the other members of the trip in danger or at risk, the Client may be asked to leave the trip. This includes physical, mental and behavioural conditions. No refund whatsoever will be forthcoming and the Client will be responsible for all expenses incurred as a result of having to leave the trip.

h) The Client must check the documents issued for trips and services booked through the Company and should there be any mistakes, immediately notify the Company of such.

ij) The Client must comply with all current passport, visa and health requirements needed for each of the countries the tours travel through. Please note that many countries require that passports are valid for six months beyond the Client's stay.

I confirm that I abide by the aforementioned and agree to the Terms and Conditions therein contained. I record that I am joining a trip or making a booking at my own risk and waive any claims that I might have in regard to injury, loss or death which might occur due to any causes whatsoever. I refer in particular to any minor child or children who may be accompanying me and confirm specifically that this indemnity as signed applies to such child/children. I further bind my dependents, heirs, executors, administrators and assigns to the Terms and Conditions of this agreement, and indemnify and hold blameless Asambe Africa Travel Ltd, its members, associates, employees, representatives, organisers, helpers and agents from all liability for any or all claims whatsoever and howsoever arising and without limitation (including consequential claims) arising from any delay, loss or damage to property or injury or illness or death arising from any cause related to or occurring during my booking or activities or trips with the Company

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