



BROTHERS SAFARIS TERMS & CONDITIONS

1. The person making such enquiries, seeking such advice requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read had explained (where applicable), understand, accepted and agrees to be bound by these terms and conditions ('these terms') of Brothers Safaris (Pty) Ltd ('Brothers Safaris') and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client'). Such parties will be bound likewise as if they had individually made the application themselves.

2. All estimates, quotations or advice provided by, or bookings made and services rendered with/by/on behalf of Brothers Safaris are subject to these terms.

3. A non-refundable deposit of 30% of the LAND arrangements, AIRFARE and TREKKING PERMITS cost (if applicable), plus full payment of gorilla/chimpanzee permits (if included in the itinerary), for each person, is required when booking. This booking fee is accepted as part of the inclusive fare as specified in the Booking Confirmation Form or quotation as supplied ('the fare') and will only be refunded if the application cannot be accommodated unless permits/air tickets have already been issued as these may not necessarily be refundable. (Most airlines stipulate that tickets have to be issued within 24 hours of a booking being made).

Please initial.....

4. The full amount due by the Client to Brothers Safaris shall be payable not less than 90 (ninety) days before the date of departure. If the full amount is not paid in due time, Brothers Safaris reserves the right to treat the booking as cancelled. Bookings made within 12 (twelve) weeks of the departure date must be paid in full immediately.

5. Should the Client amend their booking at any stage, either in the form of a date change, itinerary amendment or any other change whatsoever, Brothers Safaris reserves the right to charge an admin amendment fee per person per booking. Each change will be charged at R500 per person per booking, over and above the tour cost, and any costs due to suppliers.

6. If a booking is cancelled, then, over and above such cancellation fees as each airline may charge and for which the Client will be liable, the following will apply:

- a) with the consent of Brothers Safaris, the latter shall retain the full non-refundable deposit but any amount paid in excess thereof will be reimbursed to the Client;*
- b) less than 60 (sixty) days before departure, Brothers Safaris shall retain the full deposit and a cancellation fee will be payable equal to 40% of the land arrangements* plus up to the full amount of the air ticket;
- c) less than 30 (thirty) days before departure Brothers Safaris shall retain the full deposit and a cancellation fee will be payable equal to 100 (hundred) % of the land arrangement* plus up to the full amount of the air ticket;
- d) By Brothers Safaris, who reserves the right to and shall be entitled to cancel any tour or product sold before departure, Brothers Safaris shall be obligated to refund all amounts received by it from the Client, who shall have no further claim of whatsoever nature against Brothers Safaris arising out of such cancellation.

*Except for non-refundable amounts levied, e.g. gorilla/chimpanzee permits, and other deposits demanded by third parties etc.

7. Should a Client fail to join a tour, or fail to use the accommodation/services booked by Brothers Safaris on their behalf, for any reason whatsoever, no refund or liability will be accepted by Brothers Safaris.

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8. Brothers Safaris provides Clients with travel and/or other services either itself or acting as agents for principals engaged in or associated with the travel industry ('collectively referred to as 'the Principal'). Brothers Safaris represent such Principals as agents only and accordingly accept no liability for any loss, damage, illness, harm, injury or death which any Client may suffer as a result of any act or omission on the part of or the failure of such Principals to fulfil their obligations, whether in relation to travel arrangements, flights, accommodation or otherwise. The contract in use by such principals (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the Principal and the Client and any right of recourse the Client may have, will be solely against such principal. The Company will provide the identity and terms and conditions of (or access thereto) all the Principals relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarise itself with such terms and conditions ('the Principal's Conditions').

9. Cancellation, medical and repatriation insurance is compulsory for all Brothers Safaris bookings, and it is the Client's responsibility to arrange such insurance, either through Brothers Safaris or through the Client's broker. It is strongly recommended that clients, in addition, take out insurance to cover at least emergency travel and accommodation, lost baggage and any other cover the Clients deems fit. Other than compulsory insurance, the decision which insurance cover he/she obtains, is solely the responsibility of the Client.

10. The Client acknowledges that the fare (see above clause 3) and itinerary specified in the Booking Confirmation Form, may be varied by Brothers Safaris from time to time, without notice to the Client (although Brothers Safaris will use its best endeavours to advise the Client), at the discretion of Brothers Safaris and provided the itinerary and price is not substantially different from the itinerary that the Client anticipated enjoying, the Client shall not be entitled to cancel the contract or to a refund. Fare increases may occur inter alia due to any increase in airline tariffs, fuel costs, game reserve fees, or fluctuation of exchange rates.

11. Should the group number fall below the minimum number required for the booking as specified in the Booking Confirmation form, Brothers Safaris reserves the right to re-cost the fare and raise a surcharge. Should any Clients refuse to accept and pay such surcharge, Brothers Safaris reserves the right to cancel the tour and retain full payment.

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12. The Client acknowledges that it is solely his/her responsibility to ensure that he is possessed of the necessary travel documents that may be required in respect of the proposed tour and itinerary as well as all health and other certificates that may be required from time to time and that he/she is in the required mental and physical condition. Brothers Safaris will endeavour to assist the Client but such assistance will be at Brothers Safaris' discretion and the Client acknowledges that in doing so, Brothers Safaris is not assuming any obligation or liability and the Client indemnifies Brothers Safaris against any consequences of non-compliance.

13. It is recorded that the contract may contemplate a tour/journey to an area(s) where the Client may be exposed to danger and the Client has agreed to execute a waiver of rights against Brothers Safaris, its Principals and others as an integral part of these terms. The Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client) does hereby irrevocably waive and abandon all rights which the Client may have against and indemnifies Brothers Safaris, in consequence of any loss, damage, illness, harm, injury, death or otherwise of whatsoever nature and howsoever arising which may be sustained directly or indirectly by the Client in consequence of any act of omission or commission by Brothers Safaris or other in consequence of the conclusion of the contract and the Client undertaking the tour/journey contemplated in the contract (which will comprise of these terms and the Booking Form). In no way derogating from the foregoing, the Client hereby indemnifies, holds harmless and absolves Brothers Safaris, its Principals or others, from all and whatsoever claims which may be tenable by the Client as aforesaid, irrespective of the nature thereof and howsoever arising. The Client acknowledges that under no circumstances whatsoever and howsoever arising will Brothers Safaris, its Principals and others be liable for any indirect, economic or consequential loss or damage and the Client hereby indemnifies, holds harmless and absolves Brothers Safaris, its Principals or others as aforesaid from all such claims.

14. The Client agrees that he/she will at all times comply with Brothers Safaris or others requirements in regards to his/her conduct, and he/she will not in any way constitute a nuisance to any other passenger on the tour.

Please initial.....

15. The Client realises that certain of the activities may attract certain risks or dangers and will require of him/her to be in good physical and mental condition, and the Client warrants that he/she is in such a condition, having checked with his/her medical practitioner. The Client agrees to obey at all times, any warning notices and instructions of the resort/hotel or Operator's management and or person in charge of the activity.

16. When the Client is travelling with persons under his/her authority, he/she warrants that he/she is authorised to bind every member to the terms of the contract.

17. These Terms constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Brothers Safaris or otherwise that is not included herein.

18. Clients, who have special requests, must specify such requests to the Brothers Safaris in the Booking Reservation Form. Whilst Brothers Safaris will use its best endeavours to accommodate such requests, it does not guarantee that it will.

19. No amendment cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorised representative of Brothers Safaris.

20. No refunds will be considered in any circumstances whatsoever. However, refunds will be made in the event of death or hospitalisation of the Client, subject to clause 6 (six) and subject to the submission of an original death certificate or, in the case of hospitalisation, a medical certificate and certified copies of all hospital records and an affidavit from the hospitalised party. Please note that this only applies to the person who is hospitalised or who has passed away and not to the entire group.

21. Brothers Safaris will under no circumstances be liable for any claim whatsoever unless such claim is due to the negligence of Brothers Safaris and such claim is lodged in writing with Brothers Safaris within 30 (thirty) days after the end of the tour. Such liability will be subject to a limitation of R10 000 (ten thousand) per Client and under no circumstances will Brothers Safaris be liable for any indirect or consequential loss or damage.

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22. Any payments overdue by the Client will incur interest from the due date at a rate of 2% (two per cent) above the prime rate charged by Brothers Safaris' bank.

23. South African law and the jurisdiction of South African courts will govern the relationship between the Client and Brothers Safaris.

24. The Client will be liable for all legal fees on an attorney and own client scale in the event that Brothers Safaris has to engage a lawyer to enforce any of its rights or otherwise.

THUS DONE & SIGNED AT

ON..... 20.....

BY (FULL NAMES).....

ADDRESS
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