

## **Intu Safaris Terms and Conditions Agreement**

Intu Safaris is a hunting consultancy organized under the laws of the state of North Carolina, USA. The following terms as used in this Terms and Conditions Agreement shall be considered synonymous: safari, tour, trip and expedition, all of which refer to the hunting arrangements being booked with Intu Safaris. Additionally, the following terms: client, hunter, non-hunter, guest, participant, member, passenger, and traveler all refer to you, the traveler.

These Terms and Conditions apply to all safaris booked and arranged by Intu Safaris. In addition, the Terms and Conditions of the in-country professional hunter/outfitter also apply. Please read the information below carefully before completing the booking form. Once signed and received, your booking form is proof of the binding contract between you and Intu Safaris. The Terms and Conditions Agreement conveys to every client the terms and conditions under which we operate.

### **Limitations of Liability**

Intu Safaris contracts independent professional hunters/outfitters to provide services for safaris, including transportation, accommodation, guiding services and other related services. Intu Safaris has no control over and assumes no responsibility for the actions of any independent professional hunters/outfitters and that no independent professional hunter/outfitter has the authority to make commitments for, or on behalf of Intu Safaris. Intu Safaris shall arrange and book a safari, and together with the professional hunter/outfitter will take every reasonable precaution to ensure the safety, well-being and satisfaction of our clients. International travel and hunting safaris carry a certain amount of inherent and unavoidable risk and even danger. Some of our safaris go to somewhat remote and potentially unsafe places. Our subcontracted professional hunters/outfitters have considerable experience in the activities and areas they operate in. The role of the professional hunters/outfitter is to facilitate the safe and successful conduct of the safari, as well as the well-being of all clients, however, the professional hunter/outfitter cannot protect you against all risks. In the event of disputes within the group, the professional hunter's decision will be final.

Intu Safaris, its owners, and employees assumes no responsibility for any discomfort, injury, trauma, illness, death, loss, or damage to person or property, delay or change in air or other services, howsoever caused, irregularity, inconvenience or additional expenses derived during or associated with the participation in the tour, in connection with any service resulting directly or indirectly from: defect of any vehicle, act of God, act of war, insurrection, revolt, terrorism, government restrictions and regulations, or other civil uprisings or disturbances, military action, quarantines, strikes, weather, sickness, wars, detention, annoyance, delays, thefts, pilferage, force majeure, wild animals, failure of any means of conveyance to arrive or depart as scheduled, overbooking, travel advisories, discrepancies or changes in transit, hotel and other services over which it has no control, occurring in either the country of origin, destination or through passage, or through the acts or default of any company or persons engaged in conveying the passengers or in carrying out the arrangements of the safari. All such losses or additional expenses shall be the sole responsibility of the client on the safari.

By signing the Booking Agreement, you acknowledge this danger and assume all risks of injury, and acknowledge your personal responsibility for your own welfare at all times.

### **Safari Participation**

Our aim is to offer successful and enjoyable safaris whilst making the welfare and comfort of our clients our highest priority. The local professional hunter/outfitter is responsible for the safe and efficient running of the safari, and the supervision of safety, health and hygiene.

Intu Safaris reserves the right to accept or decline any individual from participating on any of our safaris for any reason. We will not discriminate against any individual because of race, religion, sex, sexual preference or nationality. If at any time you have any questions regarding this Agreement, we encourage you to seek the advice of an attorney.

### **Booking and Payments**

All prices are subject to change without notice and at any time by Intu Safaris. Prices are not guaranteed until a deposit has been paid by you or on your behalf. All prices are quoted in U.S. dollars and must be paid in U.S. dollars.

We advise you to carefully read the description of the safari before making a booking. If you are unsure, you are welcome to contact our office. To book a safari, each client is required to complete and sign their own booking form.

The Booking Form, together with a deposit must be received by our office at least 2 months prior to departure. By signing the Booking Form, the client certifies that he/she does not knowingly have any physical or other conditions of disability that would create a risk for him/her, other safari participants or the safari as a whole.

Upon receipt of your booking and deposit, we will, subject to availability, reserve your place on your selected safari. We will send you a Letter of Notification and a Tour Dossier which will help you prepare for the safari.

Additional pre- or post-safari nights at the place of departure or at the meeting point in the host country, and transfers to/from the hotel are at the client's sole expense.

### **Jurisdiction and the Law**

When submitting your booking form, you confirm that you have read and understood all the terms and conditions herein and agree to abide by them. These terms and conditions are subject to reasonable change without prior notice and the terms and conditions listed here shall at all times be considered the binding terms and conditions irrespective of other terms and conditions in circulation.

### **Travel Documents**

You are reminded that it is entirely your responsibility to ensure that you are in possession of all the necessary travel documents to participate on the safari, including but not limited to a passport with at least 6 months validity after departure from the host country, valid visas (where

applicable), air tickets to take you to the host country on time, and valid vaccination certificates. If you expect to have to renew your passport and your vaccinations before embarking on the safari, you should allow plenty of time to do so. Discrepancies may result in delays of the safari or in the cancellation of participation of the responsible client(s). In such cases we reserve the right to recover costs from the individual(s) involved.

### **Medical Information**

Participation on a safari requires that you be generally in good health. It is entirely the responsibility of each client to ensure that they have taken adequate medical and dental precautions for the safari they intend to join. In particular the client must comply with all advice from the relevant authorities (e.g. Centers for Disease Control and Prevention at <http://www.cdc.gov>) regarding vaccinations, inoculations and other medical and dental precautions. Any required vaccinations must be recorded by the client's health practitioner on a valid vaccination certificate which the client must carry in his/her possession throughout the safari. We cannot assume responsibility for the accuracy of any medical information and accept any information provided by you as true, and are under no duty or obligation to confirm the truthfulness of any of the information contained therein. If you have an existing or previous illness/disability, which could affect your mental or physical condition during the safari you must consult your doctor about your suitability to join the safari and we reserve the right to refuse you as a participant.

It is essential that persons with any pre-existing medical condition(s) and/or related dietary restrictions make them known to us well before departure. We reserve the right at any time prior to departure to insist that you provide a medical certificate as documentary proof of your suitability to join the safari.

### **Travel Insurance**

It is a condition of booking a safari that the sole responsibility lies with the client to ensure that they carry the correct comprehensive travel and medical insurance to cover themselves, as well as any dependents and traveling companions for the duration of the safari and all activities detailed for the safari. This insurance has to provide cover for, but not limited to, the following

eventualities: in-country medical treatment and, if necessary, emergency medical evacuation and/or repatriation, damage, theft or loss of personal baggage, money and goods, cancellation or curtailment of the safari. We will take no responsibility for any costs for losses incurred or suffered by the client, or client's dependents or traveling companions, with regards to, but not limited to, any of the above mentioned eventualities. Clients will be charged directly by the relevant local 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 coverage. We reserve the right to remove any client from the safari at any time if s/he fails to provide us with evidence of adequate travel insurance cover when asked to do so.

### **Airfares and Delays**

It is the responsibility of each client to arrive at the meeting point in the host country at the scheduled date and time. Intu Safaris is not liable for additional costs incurred by the client as a result of any changes in airline schedule or delays and which may necessitate additional nights being added to your safari, airfare changes, cancellations, overbooking or damage or loss of baggage and property. Any and all claims for any loss, injury or damage suffered on any airline must be made directly with the airline involved and not Intu Safaris. If a client is unable to use any part of, or all of the services provided in the itinerary, then there are no refunds due.

If a client fails to arrive at the meeting point in time and as a result is unable to participate in the safari, in part or fully, no refund or compensation will be due. Once a safari has departed, no refund or compensation will be given for any unused accommodation, travel or any other feature contained in the safari information. This also applies to all extensions and independent travel arrangements that clients have made.

### **Inclusions and Exclusions**

Intu Safaris will provide the booking and arrangements of the safari in the host country as listed on the website and other marketing material. The published safari cost includes in-country transportation to and from the hunting lodge, full-board accommodation, services of the local professional hunter/outfitter; and any other services or goods specifically mentioned in our safaris.

The cost of the safari does not include any other items and specifically excludes passport, visa and vaccination costs, health insurance, personal travel insurance, airfares, airport taxes, additional (alcoholic) drinks and food, telephone calls, private trips and excursions, and anything else not specifically included.

### **Itinerary Changes**

Intu Safaris offers safaris to distant and sometimes challenging parts of the world, often in remote regions of the host countries. Here, the unexpected can happen and it is important to realize that even the most carefully laid plans can go wrong. A variety of factors including, but not limited to delayed flights, sickness, weather conditions, natural disasters, wildlife behaviour and movements may necessitate a change to the scheduled itinerary, and/or prevent you from seeing the areas, destinations, habitats or species advertised. A positive attitude and a sense of humour is always helpful in such situations.

### **Professional Hunter Replacement**

If a professional hunter is unable to lead a scheduled safari due to illness, injury etc., the local outfitter reserves the right to substitute another professional hunter.

### **Safari Conduct**

Our professional hunters/outfitters do their utmost to ensure that problems are solved in a manner beneficial to the clients and the safari. Signing the booking form indicates your acceptance of the professional hunter's authority to make decisions affecting the safe conduct of the safari, and/or individual group members, or putting the welfare of wildlife or habitats at risk. It also obliges you to comply with the professional hunter's instructions and with the laws and regulations of the host country. It is the client's responsibility to familiarize him/herself with the laws of the host country. If you disregard these instructions and laws (in particular the unlawful possession of illegal substances, illegal firearms, illegally obtained diamonds, animal or plant products), you will be removed from the safari and may in some instances be prosecuted by the host country. In such an event you shall be responsible for any and all costs incurred to travel back to your home country. In such circumstances neither the professional hunter/outfitter or Intu Safaris shall be

liable, nor is the individual involved entitled to a refund. In such circumstances Intu Safaris reserves the right to recover any costs incurred as a result.

### **Wild Animals**

Please be aware that our safaris may take you 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. We cannot be held responsible for any injury or incident on the safari by wild animals or otherwise. Please note that the majority of camps are un-fenced and wildlife moves freely in and around the camps and lodges. Always follow the safety instructions from the professional hunter/outfitter and the camp's staff with regards to moving to and from your lodging and while on game activities throughout your safari.

### **Cancellation and Refund Policy**

If you have to cancel or curtail your journey due to unforeseen circumstances, cancellations are only effective upon receipt of a written notification, signed by the client. These terms are standard for all our safaris and any charges we retain are used to cover advance payments we have made in the host country. If you withdraw, we advise you to check your insurance policy to determine if you are entitled to a refund, under the terms of the policy.

Should you fail to join a safari after departure, no safari costs will be refunded. In the event that a client joins a safari after departure or leaves it prior to its completion, no refunds for any unused portions of the safari will be due. The above policy applies to all arrangements made with Intu Safaris. Additional travel expenses to the airport, if needed, must be carried by the client. In the eventuality of this happening, the client's insurance may cover such costs, depending on the reason for cancellation and curtailment.

### **Surcharge Policy**

On the rare occasion of a significant increase in the price of products (e.g. fuel) that is beyond our control, we may be forced to pass a proportion of this increase to our clients. Any such increase will be notified to you as soon as we have the information. An increase in the safari price of less than 10% due to any of the above reasons, shall not be sufficient grounds for

cancellation and any refund of fees already paid for the safari. However, if this surcharge exceeds 10% of the advertised safari cost, you may withdraw from the expedition within 7 days of receiving notification and receive a full refund minus the deposit.

### **Curtailement of a Safari**

Intu Safaris shall not be held responsible for occurrences such as strikes, wars, acts of God, acts of government, local service provider liquidation or any other cause whatsoever that may make operation of the safari impossible, illegal or inadvisable. In the unlikely event that a safari has to be cancelled, you will be notified immediately. In such an event, any reasonable expenses Intu Safaris has incurred will be deducted from your refund. We do not accept liability for any losses arising, from or any expenses incurred by safari members in preparing for the safari, including non refundable or penalty-carrying airline tickets, special clothing, visa or passport fees, or other safari-related expenses. Such expenses may be covered by the client's insurance.

### **Summary**

These Terms and Conditions supersede any previous or contemporaneous understanding the client may have had with Intu Safaris on this subject, whether written or oral, and cannot be changed or amended in any way without written concurrence. By signing the Booking Form, the client acknowledges that s/he has read and understands our Terms and Conditions Agreement and agrees to abide by it, and that a legally binding contract has been made.