



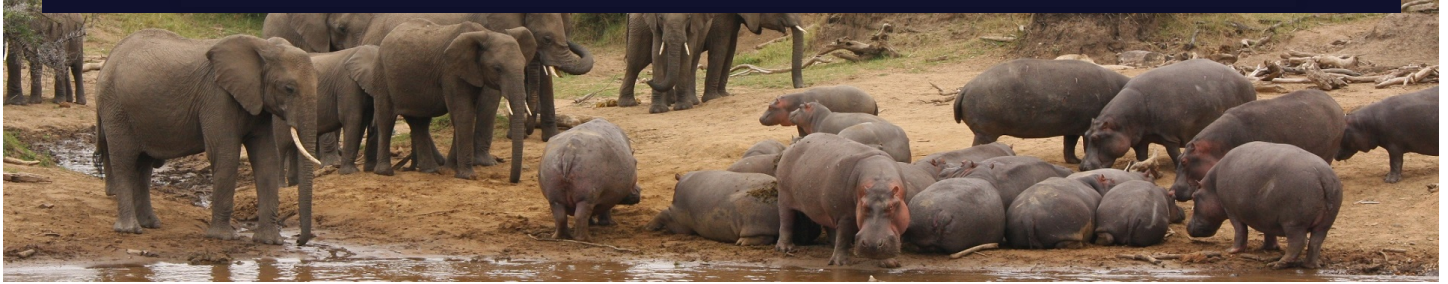
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Terms and conditions

1. ROLE OF AFRICAN HORIZONS TRAVEL & SAFARI LTD

The role of African Horizons Travel & Safari Ltd, hereafter referred to as African Horizons, is to manufacture tours and itineraries to fit the requirements of our customers. In doing so, we may use independent suppliers for the provision of selected services. Whatever the case, we accept responsibility for the proper performance of your contract with us subject to the following booking conditions.

2. PRICES

Published prices are based on costs at the time of publication. We reserve the right to change published prices at any time before your booking is made. Should prices or costs from suppliers increase due to inflation, Government taxes, currency depreciation and fuel surcharges, then **AFRICAN HORIZONS TRAVEL & SAFARI LTD** will not have any other option than to pass on the same to you. All suppliers reserve the right to increase prices at any time of the year when costs increase outside the control of the supplier.

3. RESERVATIONS & PAYMENT

A binding contract between you and African Horizons only exists when we have accepted your booking by issuing an invoice and a deposit has been paid by you. The deposit of USD 300 or 10% of the invoice, whichever is greater, must be paid on receiving our invoice and the remainder 60 days before commencement of our services. If payment is not made by the due date, we reserve the right to treat the booking as having been cancelled by you, and apply cancellation charges as set out in paragraph 4(a) below.

4. CANCELLATION

(a) by you

African Horizons must be notified of cancellations in writing. If notification is received between booking date and 60 days prior to commencement of our services your deposit will be lost. Notification between 60 and 31 days before commencement of our services, a cancellation fee of 50% will apply. If notification is received 30 days or less before commencement of our services the cancellation fee payable is 100% of the price.

(b) By us

While doing our utmost to avoid it, we must reserve the right to cancel arrangements. If this should happen (other than due to your default in paying) we will offer the choice of an alternative arrangement (paying or receiving a refund in respect of any price difference) or receiving a full refund of all monies paid. If an arrangement is cancelled because an insufficient number of people have booked a scheduled tour, notification will be given no less than 14 days before commencement of our services. If we are forced to curtail a tour after departure due to circumstances amounting to "force majeure", we regret we cannot make any refunds or pay any compensation or be responsible for any costs or expenses incurred by you as a result. We reserve the right to make changes to brochure details and holiday arrangements both before and after your booking is made. Most changes will be minor. If we have to make significant changes to an arrangement you will be notified at the earliest possible opportunity. In such cases you will have the choice of either accepting the change or booking alternative arrangements (paying or receiving a refund in respect of any price difference) or cancelling your holiday and receiving an immediate full refund of all monies paid.

6. FORCE MAJEURE

"Force Majeure" means those circumstances where the performance of our contract with you is prevented or affected by reasons of war, threat of war, civil strife, industrial dispute,


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arrangement in any way or where the performance or prompt performance of our contractual obligations is prevented or affected.

7. LIABILITY

(a) Quality

We accept responsibility should the services which we are contractually obliged to provide prove deficient or not of a reasonable standard including where this is due to acts and defaults of our employees, agents, suppliers and sub-contractors.

(b) Death, personal injury or illness

We accept responsibility should you or any member of your clients party suffer death, injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by our employees, agents, suppliers and sub-contractors providing they were at the time acting within the course of their employment except where the failure to perform or improper performance was due to:

- Their own acts and/or omissions
- Those of a third party not connected with the provision of your arrangement and which were unforeseeable or unavoidable or
- An event which either African Horizons or the supplier of the services in question could not have foreseen or forestalled even with all due care.

It is a condition of accepting liability that we receive any claim in writing within 28 days of the end of our services under the contract and, where any payment is made, that you will assign to African Horizons or our insurers any right you may have to pursue any third parties in relation to the claim and provide us with your full co-operation.

(c) Carriers

In respect of air, sea and rail carriers, land vehicle and hotel keepers our liability is in all cases limited as if we were carriers/ hoteliers within the appropriate international conventions. Furthermore, all transport is provided subject to the relevant carrier's conditions of carriage some of which may limit or exclude their liability to you, often in accordance with international conventions.

(d) General

Please note, our responsibilities and obligations apply only in respect of those services which we agree to arrange or provide on your behalf. We cannot accept any liability for any services which you arrange on your own.

8. DELAYS

All outward or homeward points of departure should be read in relation to the services which we have been contracted to provide and not any flight or other travel arrangement which may have been added on.

9. COMPLAINTS

Should a problem occur, please advise both African Horizons and the supplier of the service in question immediately as most problems are resolved most easily on the spot. Should you remain dissatisfied, please write to us setting out the complaint in detail within 28 days of the end of our services under the contract. We cannot accept responsibility for any complaints which are not notified entirely in accordance with this clause.

10. GENERAL INFORMATION

(a) Accommodation

Wherever possible, we book rooms with private baths/showers on the basis of two people sharing a double room. Single rooms are available at supplementary cost but we do not guarantee either single rooms or private bath/shower. If a single room cannot be provided, even if paid for, appropriate refund will be made by us. Where mentioned in the brochure hotels/lodges/camps are named as an indication of category and we may book rooms at similar hotels/lodges/camps.

(b) Transportation

Safari minibuses, cars, four-wheel drive vehicles, coaches or aircraft will be provided according to the route and number of participants. We reserve the right to employ the


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necessitate it, we reserve the right to change any route or arrangements, to offer substitutes of equal value, or to cancel the operation of any scheduled tour. We also reserve the right to decline to accept or retain any person as a member of any tour at any time, in which case an equitable amount will be refunded.

(d) Risks, insurance and liability

Travelling in undeveloped areas may inevitably give rise to risks and dangers including, inter alia, those inherent in travel by boat, train, road, vehicles, aircraft or other means, forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical facilities. We do not undertake to provide medical care and our standard terms and conditions exclude liability for the adequacy of any care that may be provided. You are therefore most strongly advised to take out adequate insurance against such risks.

(e) Special requests

Any special requests (e.g. for single room or particular diet) must be notified in writing when the booking is made. We will endeavour to meet such request but cannot guaranty them and any failure to comply will not be a breach of contract.

11. PRINTING

African Horizons does not accept responsibility for possible printing errors.

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