

**Cape to Cairo LLC trading as  
AFRICA PHOTO SAFARIS**

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**STANDARD TERMS & CONDITIONS**

BECAUSE OF VARYING GOVERNMENT REGULATIONS, DIFFERENT TERMS AND CONDITIONS MAY APPLY TO EACH COUNTRY

Cape to Cairo LLC (CTC) is the legal and registered trading company for Africa Photo Safaris.

**SAFARI TERMS AND CONDITIONS**

*1.1 Departure Dates, Accommodation and Rates:*

1.1.1 Departure dates, accommodation and rates are reflected in the booking estimate.

*1.2 Meals:*

1.2.1 CTC / APS offers meals as indicated on "Appendix A"

*1.3 Air Transportation:*

1.3.1 The Client's travel agent should arrange commercial flights or CTC / APS can assist you with air travel arrangements. All charter flights shall be arranged by CTC / APS and must be purchased through CTC / APS.

*1.4 Booking Estimates:*

1.4.1 CTC / APS will provide Client with booking estimate which will be attached and signed by both parties. See "Appendix A" for detailed itinerary and booking estimate. All prices and are payable in US Dollars;

1.4.2 Not Included in the Clients booking estimates: Cost of obtaining passports, visas, travel insurance, excess baggage charges, items of a personal nature such as drinks, communication (calls, faxes, emails, etc.), international airport departure tax (to be paid in U.S. dollars or acceptable foreign currencies), deviations from the excursion, and gratuities to professional guides, drivers, rangers and trackers.

*1.5 Travel Insurance:*

1.5.1 Travel insurance is optional and client's responsibility.

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*1.6 Deposit and Booking Information: 25% non-refundable deposit of your safari estimate is due to confirm the booking.*

Note: Internal Africa flight can only be purchased once payment has been received.

*1.7 Cancellations:*

1.7.1 Cancellations received by CTC / APS 90+ days prior to client's departure are subject to forfeiture of the full 25% deposit paid (25% of your safari estimate), unless otherwise agreed to by CTC / APS.

1.7.2 Cancellations within 90 days (of safari guest's safari starting date) will be subject to 100% cancellation fee of the full safari estimate, unless otherwise agreed in writing.

*1.8 Arrangements and Booking Estimates:*

1.8.1 CTC / APS booking estimates include planning, handling and operational charges, based on the rate of exchange as recorded on the date of signature of this agreement by CTC / APS. In the event of fluctuations in foreign exchange or tariff rates, CTC / APS reserves the right to adjust the CTC / APS booking estimates accordingly and therefore the parties agree that the CTC / APS booking estimates are subject to revision.

*1.9 Responsibility:*

1.9.1 CTC / APS, its employees, shareholders, officers and directors (collectively "CTCG") does not own or operate any entity which provides goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground or safari operators, guides, entertainment, food or drink service providers, equipment suppliers, various entities which may utilize the CTC / APS name without limitation. As a result, CTCG is not responsible for any negligent or willful act or failure to act of any such person or entity. In addition, CTCG is not responsible for any negligent or willful act or failure to act of any person or entity it does not own or control, nor for any act or inaction of any other third party not under its control.

1.9.2 Changes in the Responsibility clause 2.9.1 can be made in writing only and has to be signed by an officer of CTC / APS.

1.9.3 Guest are solely responsible for making sure all related travel documents are in place prior to travel. This includes but is not limited to required Visa's and Passports – Please make sure passports are valid for at least 6 months after your return date.

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### *1.10 Indemnification:*

1.10.1 Without limitation CTCG is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation any willful or negligent act, failure to act, breach of contract or violation of local law or regulation of any third party such as an airline, train, hotel, bus, taxi, van or safari operator, local ground handler or guide, whether or not it uses the CTC / APS name, financial default or insolvency of any supplier and/or restaurant which is to, or does, supply any goods or services for this trip. Similarly, CTCG is not responsible for any loss, injury, death or inconvenience due to delay or changes in schedule, overbooking of accommodation, default of any third party, attacks by animals, injury or death while on activities sponsored by lodging facilities or by other third parties, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, acts of God or government, acts of terrorism, or the threat thereof, force majeure, war, quarantine, epidemics, or the threat thereof, criminal activity, or any other cause beyond its control.

### *1.11 Baggage:*

1.11.1 Baggage is at client's risk throughout the excursion unless insured. The right is reserved to alter or cancel the itinerary, at CTC / APS's sole discretion, as it may deem necessary or advisable, CTC / APS reserves the right to decline to accept or retain any passenger on any of its excursions if, in its sole discretion, it deems accepting or retaining any such passenger as being detrimental to the excursion. In the event any passenger is removed from an excursion, CTC's only obligation is to refund to that person that portion of the payment allocable to unused services. Air arrangements are based on airfares which are subject to change. Rates may vary accordingly. All scheduled airline flights are occasionally subject to overbooking, delay or cancellation. If this occurs, CTC will use its best efforts to assist clients in finding alternative arrangements. CTC, however, is not responsible for any such events and the costs associated therewith.

### *1.12 Photography:*

1.12.1 CTC / APS may take photographs or film of its excursions and excursion participants, and participant grants CTC / APS express permission to do so and for CTC / APS to use such for promotional or commercial use.

### *1.13 Unused Services:*

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1.13.1 There is no right to a refund for any unused services.

*1.14 Arbitration:*

1.14.1 Any and all disputes concerning this contract, the brochure or your trip shall be resolved solely and exclusively by binding arbitration according to the then current commercial rules of the South African Arbitration Association. Any such arbitration will take place in Pretoria, South Africa. In any such arbitration, the substantive (but not procedural) law of South Africa will apply.