



BOOKING TERMS & CONDITIONS

1. BOOKING, AGENTS LIABILITY, DEPOSIT, REFUNDS AND MINORS

- 1.1 A booking of any of the arrangements offered in this brochure or Agents Manuals may be made by you verbally provided it is immediately confirmed in writing or by fax or telex (“Booking”) (provided always that for the purposes of the payment of the Deposit and/or the Price the time that the Booking shall be deemed to have been effected shall be the time that the AFRICAN GRAND EXPEDITIONS (hereby referred to as AGE) organized tour (“Tour”) was booked verbally and not the time that it was confirmed in writing)
- 1.2 A deposit of an amount requested by AGE’s duly authorized member of staff or agent at the time of Booking shall be payable immediately upon receipt of your Booking.
- 1.3 The person who shall make the Booking hereby warrants that he or she is duly authorized to do so and does so on behalf of all of you.
- 1.4 If a Booking shall be made or brokered through a travel or booking agent (“Agent”) such Agent hereby agrees to be bound by these conditions and confirms that it makes any Booking as a fully authorized agent for and on behalf of each member of the party. To the extent that AGE shall incur any loss or damage arising directly or indirectly from the Agent’s signing the Booking on behalf of each member of a Tour, the Agent shall immediately indemnify AGE against any such claims, costs, demands and expenses whatsoever, wheresoever and whensoever made.
- 1.5 Each of you shall joint and severally indemnify AGE against any claims, costs, demands and expenses whatsoever and whensoever made by any of you who may be a minor (that is under age of eighteen years) arising out of or in connection with the Tour.
- 1.6 An itinerary specifying the details of your Tour will be sent to the person making the Booking as soon as is reasonably practicable following receipt by AGE of your Booking (the “itinerary”).
- 1.7 If AGE is unable to confirm you on a tour, it will refund you your Deposit in full. However, it is possible that AGE may not be able to confirm you on the precise itinerary stated by AGE in the Itinerary in which event, if AGE proposes (what it considers to be) a reasonably similar alternative to that requested by you prior to the Due Date (as specified below) then it will not refund you the Deposit.
- 1.8 All prices for tours are calculated on costs prevailing at the date of your Booking although AGE reserves the rights to change such prices without notice up until the Due Date (as defined below).



2. FINAL PAYMENT

- 2.1 The total cost of the Tour as specified in the Itinerary (the “Price”) shall be paid so as to be received in cleared funds by AGE not later than 60 days before the date of such Tour (the “Due Date”) except when the date of your Booking is less than 60 days before the departure of your Tour, in which event full payment shall be due immediately upon receipt of AGE’s invoice. Availability of the Tour is dependent upon your having paid the Price in accordance with this condition.
- 2.2 In the event that the Price shall not have been received by the Due Date, AGE reserves the right to cancel the Tour or as a condition of providing the Tour to recast the Itinerary (including imposing a surcharge in respect of our additional costs).
- 2.3 Provided that the Price shall have been paid by the Due Date AGE shall be bound unconditionally to the Price quoted from that time unless the Price shall be affected by any factor beyond the control of AGE which frustrates this Agreement in which case AGE reserves the right to adjust the Price accordingly.

3. CANCELLATION/ALTERATIONS

- 3.1 If you wish to cancel or alter your Booking you must do so in writing in which event the following fees or percentages will be charged, calculated with reference to the date of receipt of notification in writing, or fax or telex by AGE. If such Booking shall be cancelled or (in the opinion of AGE) be altered materially by you AGE reserves the right to charge the following cancellation fees:
- 3.1.1 within the period of 120 to 61 days of the date of the commencement of the Tour, a fee of 10% of the total land arrangements;
- 3.1.2 within the period of 60 to 46 days of the date of commencement of the Tour, a fee of 25% of the total land arrangements;
- 3.1.3 within the period of 45 to 31 days of the date of commencement of the Tour, a fee of 50% of total land arrangements;
- 3.1.4 within the period of 30 days up to the date of commencement of the Tour, a fee of 100% of the Price.
- 3.2 Your Deposit and any other payments on account will be applied against your liability under sub-clause 3.1, otherwise towards the part payment of the Price if for any reason it had not been paid in full by the Due Date.



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- 3.3 In respect of the balance of the Deposit and other payments on account not retained by AGE pursuant to the preceding two sub-clauses, AGE will refund such amount to you less:
- 3.3.1 any charges that have been made for reservations, which have already been contacted, any cancellation fees imposed by hotels, lodges or transporters and for any other expenses, which AGE may have incurred.
- 3.4 In relation to any request by you to alter your Tour after it has commenced, whilst AGE will use its reasonable endeavors to implement such request, you will be liable for any cancellation or additional charges that may be levied for the Tour originally booked.
- 3.5 AGE reserves the right at any time and without incurring any liability whatsoever or howsoever to make changes to your Tour arrangements (including flights, accommodation, transport or services), to offer substitute facilities (in AGE's view) of equal value and reputation, or to cancel any scheduled tour. If AGE shall cancel the Tour, it shall make a full refund except in respect of any cancellation caused by war or threat of war, insurrection, riots, strikes, civil actions, decisions by governments or governing authority, natural disaster, bad weather, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers or other similar circumstances beyond AGE's control.