

WILDAFRICACAPTURED PHOTOS PTY LTD

TERMS & CONDITIONS

Please read carefully through our comprehensive Terms and Conditions. Please contact us if you have any questions. The client who signifies his/her acceptance of a booking by placing any monetary deposit or full payment for any Tour, and who does so on behalf of him-/herself and/or persons under his/her authority, agrees that all participants are bound by the Terms and Conditions of Wildafricacaptured Photos Pty Ltd.

Any person booked by another accepts the Terms and Conditions of Wildafricacaptured Photos Pty Ltd as if they had made the application themselves. All bookings made with Wildafricacaptured Photos Pty Ltd are subject to these terms:

PAYMENT: Wildafricacaptured Photos Pty Ltd is based in South Africa and most finances are conducted in South African Rand or USD or Pound. Clients should understand that exchange rates fluctuate daily and transactions in foreign currency are subject to those fluctuations; thus, the cost of a 50% deposit and the 50% balance may be different due to the fluctuation in currency exchange rates.

Clients may pay balances early if exchange rates are favorable; clients may not delay the payment of balances when invoiced, for any reason.

A deposit is required for each person when booking a Tour. This deposit is non refundable if the client cancels for any reason. The balance after deposit will be paid 90 days prior. The full amount due by the client to Wildafricacaptured Photos Pty Ltd shall be payable not less than 90 days prior to the date of tour. If the full amount has not been remitted by the time due, Wildafricacaptured Photos Pty Ltd reserves the right to regard the booking as cancelled by the client. The client waives all rights to any refund.

Initial payment received from clients in the form of a deposit or full payment for a Tour forms a binding agreement between the client and Wildafricacaptured Photos Pty Ltd for the agreed services and is bound by Wildafricacaptured Photos Pty Ltd Terms and Conditions. Wildafricacaptured Photos Pty Ltd may, at its sole discretion, consider a refund (less transaction fees) in the event of death or serious illness of the client. Refunds may take more than 30 days and the amount refunded is dependent on the exchange rate at the time of the refund transaction.

Deposits are non-refundable so it is important to make your plans when you are 100% committed to traveling. The deposit policies are not set by us but by the various providers - in the safari industry these are fairly standard across the board. Travelers are booking travel more than a year in advance to ensure they can get into the highly desirable destinations and thus they require the deposit to sort out the committed travelers. Travel insurance can be obtained which covers trip cancellation and this is the best security against a cancellation with a valid reason.

CANCELLATION, POSTPONEMENT, AND NON-PARTICIPATION:

Wildafricacaptured Photos Pty Ltd will make every attempt to recover additional funds for refund; however, our vendors often have non-refundable policies due to pre-purchase of accommodation.

By booking with Wildafricacaptured Photos Pty Ltd, the client agrees to these terms and understands that certain funds are not refundable. Clients are strongly urged to purchase travel insurance for these reasons. Wildafricacaptured Photos Pty Ltd reserves the right to and shall be entitled to postpone the start any Tour prior to departure, or postpone after the commencement of any Tour for any reason, including but not limited to: natural disaster, severe weather event, government instability, war, labor strike, fire or other damage at Tour site, or any other unsafe conditions, and for any reason which Wildafricacaptured Photos Pty Ltd deems reasonable.

The client shall have no further claim whatsoever against Wildafricacaptured Photos Pty Ltd arising out of such cancellations or postponements. Any refund, pro-rata if applicable after commencement, shall constitute a full and final settlement by Wildafricacaptured Photos Pty Ltd.

The operation of a Tour is at the sole discretion of Wildafricacaptured Photos Pty Ltd, having in mind the welfare of all participants and the safe and prudent operation of the itinerary. Should a client fail to join a Tour, cancel participation in a Tour prior to or after commencement of the Tour or fail to use the accommodation/services booked by Wildafricacaptured Photos Pty Ltd on their behalf for any reason whatsoever, no refund shall be given, nor liability accepted by Wildafricacaptured Photos Pty Ltd.

Clients may be able to join a Tour late or leave a Tour early, at their own expense. Wildafricacaptured Photos Pty Ltd will attempt to facilitate alternate transportation for the client, however, that may not always be possible. The client may have to arrange transportation without the assistance of Wildafricacaptured Photos Pty Ltd. There is no "pro-rate" or "pro-rata" provision for clients joining a Tour late, or for clients leaving a Tour early.

With notice of more than 90 days, a client may opt to postpone participation in a tour until a later date. Any available deposit funds will be applied to a "like" tour in the future. Some funds, such as funds used for accommodation and day fees, may not be available as a credit. Wildafricacaptured Photos Pty Ltd will make every effort to recover deposited funds but the client must understand that this is not always possible, depending on vendor policies. Client agrees to pay any difference in the cost of the future tour.

Clients are strongly urged to purchase travel insurance. Some Tours require a minimum number of participants for the lowest quoted price to be valid. If applicable, the minimum number of participants with the highest costs possible shall be noted in the Tour advertisement on Wildafricacaptured Photos Pty Ltd commercial website. Should the group number fall below the minimum number required for the booking, Wildafricacaptured Photos Pty Ltd reserves the right to re-cost the fare and raise a surcharge, or to cancel the Tour. Should any client refuse to accept and pay such surcharge, Wildafricacaptured Photos Pty Ltd reserves the right to cancel the Tour and retain the full payment of that client, or to continue the Tour and to refuse the participation of that client and to retain the full payment of that client.

LIMITATIONS OF LIABILITY: Wildafricacaptured Photos Pty Ltd represent accepts no liability for loss, damage, injury or death which any client may suffer as a result of any act or omission, whether in relation to travel arrangements, accommodations, Tours, or otherwise. Clients on a Tour should understand that we are attempting to view wild animals that are free-roaming in their wild, natural habitat. We can make no guarantee of viewing any particular animal or type of animal. We choose locations that give us the very best chance to view a variety of animals, however, clients must understand that we may see any animal at any time, or no animals at all.

Cancellation, medical & repatriation insurance is strongly recommended for all Wildafricacaptured Photos Pty Ltd bookings. It is strongly recommended that clients also obtain insurance to cover emergency travel and accommodation, lost baggage and any other coverage the clients deem fit.

It is the client's responsibility to arrange such insurance through the client's insurance broker or agent. Clients are encouraged to conduct due diligence in researching insurance for their trip. Unless specifically stated as such, our Tours are not considered "remote destinations." However, in the case of a remote destination Tour participants are required to purchase emergency evacuation insurance coverage at their expense.

Wildafricacaptured Photos Pty Ltd do not represent that insurance will cover the risk of loss of deposit and other payments.

Note: If you opt to use the general travel insurance associated with major credit cards, we urge you to check that this coverage provides fully for emergency evacuation. Also, please ensure that all pre-existing medical conditions, if any, are made known to the insurance underwriter at the time of application for your insurance for this Tour .

These precautions will assist in avoiding any delays in the event that an emergency evacuation or other medical services are needed, under your policy. You should disclose your participation in this Tour to your insurer. The client is contemplating a tour/journey to an area(s) where the client may be exposed to danger and more than basic medical services may not be readily available or accessible.

Wildafricacaptured Photos Pty Ltd takes every measure possible to mitigate any and all danger. By booking with Wildafricacaptured Photos Pty Ltd, the client has agreed to execute a waiver of rights against Wildafricacaptured Photos Pty Ltd, its principals and others as an integral part of those terms. The client (which shall be deemed to include the heirs, executors, administrators, and assigns of the client) does irrevocably waive and abandon all rights and claims that the client may have against Wildafricacaptured Photos Pty Ltd in consequence of any act of omission or commission by Wildafricacaptured Photos Pty Ltd.

In no way derogating from the foregoing, the client hereby indemnifies, holds harmless, and absolves Wildafricacaptured Photos Pty Ltd, its principals or others, from all and whatsoever claims which may be tenable by the client as aforesaid, irrespective of the nature thereof and however arising. Wildafricacaptured Photos Pty Ltd act only as agent for the participants in any Tour in regard to travel arrangements including, but not limited to, sightseeing, meals, lodging and transportation, by vehicle.

To the fullest extent permitted by law, Wildafricacaptured Photos Pty Ltd, disclaim liability for injury, damage, loss, or delay which may be occasioned by reason of a defect in any vehicle or for any other reason whatsoever, or through the acts or default of any company or person engaged in conveying the participant or in carrying out the arrangements of the Tour. Wildafricacaptured Photos Pty Ltd accepts no responsibility for losses or additional expenses due to delay or other changes in services, sickness, weather, strike, war, quarantine or other causes.

All such losses or expenses are borne by the participant, as the Tour costs provide for arrangements only for the times and locations stated. Baggage, including photographic equipment is at the participant's risk entirely, and as an insurable risk.

Wildafricacaptured Photos Pty Ltd will under no circumstance be liable for any claim whatsoever.

South African laws and the jurisdiction of South African courts will govern the relationship between the client and Wildafricacaptured Photos Pty Ltd. The client will be liable for all legal fees of Wildafricacaptured Photos Pty Ltd in the event that Wildafricacaptured Photos Pty Ltd has to engage a lawyer to enforce any of its rights or otherwise.

MEDICAL (Please notify Wildafricacaptured Photos Pty Ltd in writing of any medical concerns, all medications being taken, and serious allergies.

Wildafricacaptured Photos Pty Ltd Tours are designed to be within the capabilities of average people in good health. Participants must step into and out of high clearance type vehicles. Participants are responsible for carrying their own camera equipment. If you have concerns about your own capabilities and/or fitness as it relates to any specific trip, please enquire with Wildafricacaptured Photos Pty Ltd about physical considerations prior to booking the trip, then consult with your personal doctor prior to booking the trip.

By paying the initial nonrefundable deposit or/and/or forwarding a signed Release Form, you warrant that, to the best of your knowledge, you do not have any physical concern or other disability that would create a risk for you or other trip participants.

Wildafricacaptured Photos Pty Ltd judgment will ultimately determine an individual's ability to embark upon the Tour . Once a booking has been accepted, medical circumstances will not be considered as exceptions to the cancellation policy.

Wildafricacaptured Photos Pty Ltd assumes no responsibility for medical care. If you sustain an injury or become ill on the Tour , Wildafricacaptured Photos Pty Ltd reserves the right to continue the Tour for the benefit of other participants.

Wildafricacaptured Photos Pty Ltd will make every effort to assist you while at the same time trying to minimize interruption to the other guests. No refund, pro-rated or otherwise, will be provided. The client acknowledges that it is solely his/ her responsibility to ensure that he/she is in possession of the necessary travel documents, medications, and vaccinations 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.

Wildafricacaptured Photos Pty Ltd strongly recommends that each client consult his/her personal physician or travel physician to determine whether the client needs vaccinations or medications for travel. Wildafricacaptured Photos Pty Ltd does not assume any obligation or liability, and the client indemnifies Wildafricacaptured Photos Pty Ltd against any consequences of noncompliance.

Wildafricacaptured Photos Pty Ltd asks that you inform us of all medications being taken, serious allergies, and any other medical concerns at the time of booking.

GENERAL: Only those products, services and amenities specifically included in writing in the description for each specific Tour are included. Any product, service, or amenity not specifically included in the description of included amenities and services is at the client's cost.

The client agrees that he/she will at all times comply with Wildafricacaptured Photos Pty Ltd any Rangers', and any other guides' directions in regard to his/her conduct, particularly around wild animals. Wildafricacaptured Photos Pty Ltd reserves the absolute discretion, in the event of behaviour detrimental to other persons, to decline any person's participation at any time during the Tour and cancel that person's participation in the Tour and remove that person from the Tour. No refund, pro-rated or otherwise, will be provided. When the client is travelling with persons under his/her authority, he/she warrants that he/she is authorized to bind every member to the terms of the contract.

Wildafricacaptured Photos Pty Ltd has its own photo guide leading the tour. Wildafricacaptured Photos Pty Ltd Tours are non-smoking trips.

All images and intellectual rights of Wildafricacaptured Photos Pty Ltd are the property of those individuals. These rights will remain with the individual till perpetuity and cannot be impinged upon. Wildafricacaptured Photos Pty Ltd employees, and clients participating in Tours or have the right to take photographs during the Tour. Clients understand and agree that any images of themselves taken by the Wildafricacaptured Photos Pty Ltd employee are the property of Wildafricacaptured Photos Pty Ltd and may be used for promotional and advertising purposes for Wildafricacaptured Photos Pty Ltd without compensation or consideration.

Clients understand that images of themselves may appear in the photographs taken by other people on this or another Tour, and that those photographs are the property of the photographer and may be used for any purpose. These terms constitute the entire terms of the relationship between 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 Wildafricacaptured Photos Pty Ltd or otherwise that is not included herein.

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 authorized representative of Wildafricacaptured Photos Pty Ltd. Compliance with the Global Data Protection Policy: Wildafricacaptured Photos Pty Ltd complies with the GDPR. Wildafricacaptured Photos Pty Ltd does not collect or store any financial data or personal data, other than your name, address, phone number, and email address. We will add your name and email to our newsletter. That list is never shared or used for any other purpose other than Wildafricacaptured Photos Pty Ltd Newsletters and occasional email contact. The Data Controller is ERNA MULLER If you have concerns or questions, please contact me at info@travelwithwildafrica.com

Wildafricacaptured Photos Pty Ltd reserves the right to update or amend these Terms and Conditions at any time. Reasonable care has been taken to compile the information in this and the other documents pertaining to this Tour, but circumstances change. Wildafricacaptured Photos Pty Ltd are not responsible for changes that occur and reserve the right to change the price up to the date of commencement of the photo safari.

Changes in price may also include adjustments for adverse currency exchange fluctuations. The right is reserved by Wildafricacaptured Photos Pty Ltd to substitute hotels/lodges/tents/camps of similar category for those indicated and to make any changes in the itinerary or transport where deemed necessary or caused by changes in schedules or equipment substitution; cancel the photo safari prior to departure, in which case a refund of all payments received as according to the refund schedule

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