



BIRDING AFRICA TERMS AND CONDITIONS 2009

A. How do you book and confirm a tour?

1. *Choose* a tour advertised on www.birdingafrica.com or tailor-made by our tour consultants. You will receive the tour itinerary, price, booking form, banking details and Terms & Conditions.
2. *To Book*, simply email or fax us your completed booking form.
3. *To Confirm*, just email or fax us your deposit payment confirmation. Your place on the tour is secured and confirmed as soon as you pay your tour deposit (25% of your tour price). The balance towards your tour price is due at least 90 days before the tour starts.

Note that the trip will only be fully confirmed once the required minimum group size has been met. If this does not happen, you will receive a full refund (see below).

B. What next? What are YOUR responsibilities before the tour starts?

1. Obtain international flights arriving timeously before start of the tour (some people may like to arrive one or two days before the start of the tour, to allow for delays with your international flights). You must contact Birding Africa prior to paying for flights to confirm that there have been no unexpected changes to the tour dates.
2. Be sure that your international flights can accommodate unforeseen changes (such as date changes). Under certain circumstances, we offer a flight modification compensation of 100 US\$ per person if, at the last minute, we have to change the tour start or end dates by a few days.
3. Possess a passport valid for at least 6 months after start of the tour.
4. Possess a valid visa for entry into the country, if necessary.
5. For tours passing through South Africa, you must have at least one completely blank page in your passport.
6. Obtain all necessary medical vaccinations (such as Yellow Fever) required by some countries.
7. Obtain medical and accident insurance for at least USD 1 million that includes medical evacuation.
8. Obtain trip cancellation insurance.

C. What is included in the tour price?

Included:

- Fully Catered:* Accommodation, specified local flights, all meals, transfers, vehicle hire, fuel, entry fees, specified activities and Birding Africa guide fees, bird species list.
- Semi-Catered:* Accommodation, specified local flights, breakfast only, vehicle hire, fuel, entry fees, activities and Birding Africa guide fees, and bird species list.
- Day Tours:* Vehicle hire, fuel, entry fees, Birding Africa guide fees, and bird species list.
- Guiding Only:* Birding Africa guide fees and bird species list.

Not included on *Fully Catered* tours:

International flight arrangements, unspecified local flights, drinks, items of a personal nature (incl. personal travel and accident insurance, laundry, phone calls, tips, etc.), and activities not stated in the itinerary.

Single room supplement (SRS)

Please note that accommodation is quoted on a per person sharing basis. If you require a single room, or if you are a single traveller and we are unable to find someone to share with you, then the single room supplement will automatically apply. Note that even if you have paid the single room supplement, we are unable to guarantee a private room on each night of the tour, as sometimes the required accommodation is not available. In these cases, we will refund you the appropriate proportion of the single room supplement fee.

Standard of Accommodation:

Accommodation ranges from basic rooms (sometimes with shared bathroom facilities) to comfortable national parks accommodation and high quality B&B's, hotels, and lodges, and permanent tented camps, depending on what is available in the area. We generally opt for accommodation in the best birding locations over luxurious accommodation



in the wrong location. Accommodation listed in our itineraries is subject to availability on booking. Should the accommodation not be available upon booking, we reserve the right to alter the itinerary or accommodation suggested to include the most similar alternatives available.

D. What about tour price changes?

We shall endeavour to keep prices to those confirmed to you on booking. However, we reserve the right to increase these prices by up to 10% due to exchange rate fluctuations, suppliers' increases and if we have not met the required minimum group size. Even in these cases, we will try to absorb small increases. If we choose to raise the tour price by more than 10%, you have the right to cancel your trip with full refund for all monies paid.

E. What about changes to the tour itself?

Birding Africa reserves the right to change the tour itinerary, sequence, activities, accommodation, vehicle and guide at any stage before or during the tour. In these cases, we do our best to substitute alternatives that are as similar as possible to the original itinerary. Internal flights are notoriously unpredictable and we may need to amend the itinerary to work around airline changes. We endeavour to stick as best we can to the itinerary. Also note that birds or other animals mentioned in the tour itineraries are a guideline only and we can never guarantee that we will definitely see all of the animals listed. Birding Africa reserves the right to increase the maximum group size by one person if the last available space is requested by a couple.

F. Cancellations and refunds. What if one of us cancels the tour?

What if you need to cancel?

If you wish to cancel your participation, for personal, medical or any other reason, we follow these refund rules:

1. The deposit is refundable up to one year before the tour starts. After that, the deposit is non-refundable; we regret that we cannot refund this deposit (the deposit is often used for non-refundable tour expenses that we pay in advance once your booking is confirmed). We advise all participants to take out travel cancellation insurance for these circumstances.
2. If we have received your full tour payment:
 - a. we refund 0% of your tour payment if you cancel less than 61 days before the tour starts;
 - b. we refund 25% of your tour payment if you cancel 75-61 days before the tour starts;
 - c. we refund 50% of your tour payment if you cancel 90-76 days before the tour starts;
 - d. we refund 75% of your tour payment if you cancel 91 days to one year before the tour starts.
3. If you have to leave the tour early for any reason, we are unable to offer any refund.
4. If you cancel, you will need to pay all bank fees for the refund.

What if Birding Africa needs to cancel?

We reserve the right to cancel a tour prior to the departure date. We follow the rules below to refund your money:

1. If we do not have enough participants to run the tour 90 days before the tour starts, then we will requote the tour based on the confirmed number of participants. If the quote increases by more than 10% and not all confirmed participants agree to meet this increase, then you will have the choice to cancel your participation and we can then offer a full refund of your payment.
2. If we are unable to supply a guide (if the allocated guide cannot do the tour because of injury or other reasons and we are unable to supply a substitute), then we will cancel the tour with a full refund.
3. If airlines or any of our suppliers withdraw their services 60 days or more before the tour starts, then we reserve the right to cancel the tour and offer you a full refund.
4. If circumstances that are beyond our control (such as global terrorism, war, force majeure, unrest, airline strikes, weather and natural disasters) cause the tour to cancel less than 60 days before the start of the tour, we regret we cannot offer a refund (as we would have already paid our suppliers in that country and would not be able to recover the money). We strongly recommend you to take out the relevant insurance to cover you in these circumstances.
5. Even if we cancel the tour, in no circumstances will we pay for any additional costs that you have incurred as a result of your tour booking, such as cancelled air ticket, visa or medical costs or other. For this, we recommend you take out the relevant insurance to cover you in these circumstances.



G. Indemnity

You participate in our tours entirely at your own risk. By agreeing to these terms and conditions, you agree to indemnify Birding Africa (African Tailorbirding CC trading as Birding Africa, registered in South Africa) and all its staff and representatives from any losses, injury or death suffered by you. By paying money into our account you signify agreement to these Terms and Conditions, and you agree that you might be required to sign an indemnity form when you arrive in the country at the start of the tour, and that some of the accommodation establishments require that you sign such a form. If you are not prepared to do this, then you will not be able to participate in the activities.

In particular, by agreeing to these Terms and Conditions, you acknowledge that:

- you fully appreciate the nature of the risks associated with your participation in the activities, in particular the risks associated with the conveyance of people in vehicles in rough terrain and boats on the sea, walking over uneven ground in remote areas and in proximity to rivers, thorn-bearing plants, inhospitable outdoor conditions, unpurified water and dangerous or poisonous wild animals or other factors.
- you indemnify Birding Africa and all employees and representatives of Birding Africa against all claims (including claims by your dependants), whether caused by negligence or not, arising from the loss or damage to any goods belonging to or controlled by you or arising from your injury or death during the course of your participation in the activities.
- you declare that you are in good health, physically fit and capable of withstanding the rigorous nature of the activities, that you have taken (or alternatively have personally decided to dispense with) full medical advice before undertaking the activities.
- you acknowledge that this letter of indemnity shall be governed by and construed according to the laws of the Republic of South Africa. Furthermore, you hereby agree that you will at all times submit to the jurisdiction of the South African Courts in all matters to which this indemnity is applicable.

Thank you for your attention to these important details. Please note that by booking or making payment into our account, you acknowledge that you have read, understood and agreed to our Terms and Conditions.