

Wild Frontiers Terms & Conditions

Please find below our Terms & Conditions for WILD FRONTIERS (Pty) Ltd. Note there are also updated T&C for Covid, and updated UWA T&C for Uganda permits.

1 The person making such enquiries, seeking such advice, requesting such quotations or estimates or making such bookings, or to whom any service is rendered, is deemed to have read, had explained (where applicable), understand, accepted and agrees to be bound by these terms and conditions ('these terms') of **Wild Frontiers (Pty) Ltd ('Wild Frontiers')** and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client'). Such parties will be bound likewise as if they had individually made the application themselves.

2 All estimates, quotations or advice provided by, or bookings made and services rendered with/by/on behalf of Wild Frontiers are subject to these terms.

3 A non-refundable deposit of 20% of the LAND arrangements cost, plus the full amount due for gorilla/chimp permits if trekking, plus the full amount including taxes for the air travel portion where applicable, for each person is required when booking. This booking fee is accepted as part of the inclusive fare as specified in the Booking Confirmation Form or quotation as supplied ('the fare') and will only be refunded if the application cannot be accommodated.

4 The full amount due by the Client to Wild Frontiers shall be payable not less than six weeks prior to the date of departure. If the full amount is not paid in due time, Wild Frontiers reserves the right to treat the booking as cancelled. Bookings made within six weeks of the departure date must be paid in full immediately.

5 Should the Client amend his booking at any stage, either in the form of a date change, itinerary amendment or any other change whatsoever, Wild Frontiers reserves the right to charge an amendment fee per person, per booking. One itinerary amendment is free, thereafter each change will be charged at USD20 per person per booking, over and above the tour cost.

6. If a booking is cancelled, then, over and above such cancellation fees as each airline may charge, or for primate permits, and for which the Client will be liable, the following will apply:

6.1 with the consent of Wild Frontiers, the latter shall retain the full deposit but any amount paid in excess thereof will be reimbursed to the Client;*

6.2 less than 42 days before departure, Wild Frontiers shall retain the full deposit and a cancellation fee will be payable equal to 40% of the land arrangements* plus up to the full amount of the air ticket;

6.3 less than 30 days prior to departure Wild Frontiers shall retain the full deposit and a cancellation fee will be payable equal to 65% of the land arrangement* plus up to the full amount of the air ticket;

6.4 less than 15 days prior to departure Wild Frontiers shall retain the full deposit and a cancellation fee will be payable equal to 100% of the land arrangements plus up to the full amount of the air ticket;

6.5 By Wild Frontiers, who reserves the right to and shall be entitled to cancel any tour or product sold prior to departure, Wild Frontiers shall be obligated to refund all amounts received by it from the Client, who shall have no further claim of whatsoever nature against Wild Frontiers arising out of such cancellation.

**Except for non-refundable amounts levied, e.g. gorilla permits, flight ticketing penalties etc.*

7. Should a Client fail to join a tour, or fail to use the accommodation/services booked by Wild Frontiers on their behalf, for any reason whatsoever, no refund or liability will be accepted by Wild Frontiers.

8. Wild Frontiers provides Clients with travel and/or other services either itself or acting as agents for principals engaged in or associated with the travel industry (collectively referred to as 'the Principal'). Wild Frontiers represent such Principals as agents only and accordingly accept no liability for any loss, damage, illness, harm, injury or death which any Client may suffer as a result of any act or omission on the part of or the failure of such Principals to fulfil their obligations, whether in relation to travel arrangements, flights, accommodation or otherwise. The contract in use by such Principals (which may be constituted by the ticket or voucher/confirmation email and invoice, issued by the Principal), shall constitute the sole contract between the Principal and the Client and any right of recourse the Client may have, will be solely against such Principal. The Company will provide the identity and terms and conditions of (or access thereto) all the Principals relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarise itself with such terms and conditions ('the Principal's Conditions').

9. Cancellation, medical and repatriation insurance is compulsory for all Wild Frontiers bookings, and it is the Client's responsibility to arrange such insurance, either through Wild Frontiers or through the Client's broker. It is strongly recommended that Clients in addition take out insurance to cover at least emergency travel and accommodation, lost baggage and any other cover the Clients deems fit. Other than compulsory insurance, the decision which insurance cover he/she obtains, is solely the responsibility of the Client.

10. The Client acknowledges that the fare (see above clause 3) and itinerary specified in the Booking Confirmation Form, may be varied by Wild Frontiers from time to time, without notice to the Client (although Wild Frontiers will use its best endeavours to advise the Client), at the discretion of Wild Frontiers and provided the itinerary and price is not substantially different from the itinerary that the Client anticipated enjoying, the Client shall not be entitled to cancel the contract or to a refund. Fare increases may occur *inter alia* due to any increase in airline tariffs, fuel costs, game reserve and national park fees, Government taxation regulations may change, or fluctuation of exchange rates. Should the group number fall below the minimum number required for the booking as specified in the Booking Confirmation form or email confirmation, Wild Frontiers reserves the right to re-cost the fare and raise a surcharge. Should any Clients refuse to accept and pay such surcharge, Wild Frontiers reserves the right to cancel the tour and retain full payment.

11. The Client acknowledges that it is solely his/her responsibility to ensure that he is possessed of the necessary travel documents 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 and that he/she is in the required mental and physical condition. Wild Frontiers will endeavour to assist the Client but such assistance will be

at Wild Frontiers' discretion and the Client acknowledges that in doing so, Wild Frontiers is not assuming any obligation or liability and the Client indemnifies Wild Frontiers against any consequences of non-compliance.

12. It is recorded that the contract may contemplate a tour/journey to an area(s) where the Client may be exposed to danger and the Client has agreed to execute a waiver of rights against Wild Frontiers, its Principals and others as an integral part of these terms. The Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client) does hereby irrevocably waive and abandon all rights which the Client may have against and indemnifies Wild Frontiers, in consequence of any loss, damage, illness, harm, injury, death or otherwise of whatsoever nature and howsoever arising which may be sustained directly or indirectly by the Client in consequence of any act of omission or commission by Wild Frontiers or other in consequence of the conclusion of the contract and the Client undertaking the tour/journey contemplated in the contract (which will comprise of these terms and conditions). In no way derogating from the foregoing, the Client hereby indemnifies, holds harmless and absolves Wild Frontiers, its Principals or others, from all and whatsoever claims which may be tenable by the Client as aforesaid, irrespective of the nature thereof and howsoever arising. The Client acknowledges that under no circumstances whatsoever and howsoever arising will Wild Frontiers, its Principals and others be liable for any indirect, economic or consequential loss or damage and the Client hereby indemnifies, holds harmless and absolves Wild Frontiers, its Principals or others as aforesaid from all such claims.

13. The Client agrees that he/she will at all times comply with Wild Frontiers' or others requirements in regard to his/her conduct, and he/she will not in any way constitute a nuisance to any other passenger on the tour.

14. The Client realises that certain of the activities may attract certain risks or dangers and will require of him/her to be in good physical and mental condition, and the Client warrants that he/she is in such a condition, having checked with his/her medical practitioner. The Client agrees to obey at all times, any Warning notices and instructions of the resort/hotel/National park's or Operator's management and or person in charge of the activity.

15. When the Client is travelling with persons under his/her authority, he/she warrants that he/she is authorised to bind every member to the terms of the contract.

16. These terms constitute the entire terms of the relationship between the 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 Wild Frontiers or otherwise that is not included herein.

17. Clients, who have special requests, must specify such requests to the Wild Frontiers in the Booking Reservation Form or other written communication. Whilst Wild Frontiers will use its best endeavours to accommodate such requests, it does not guarantee that it will.

18. 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 authorised representative of Wild Frontiers.

19. No refunds will be considered in any circumstances whatsoever. However refunds will be made in the event of death or hospitalisation of the Client, subject to the submission of an original death certificate or, in the case of hospitalisation, a medical certificate and certified copies of all hospital records and an

affidavit from the hospitalised party. Please note that this only applies to the person who is hospitalised or who has passed away and not to the entire group. Of course adequate travel insurance should be taken to cover such eventualities as the first claim.

20 Wild Frontiers will under no circumstances be liable for any claim whatsoever, unless such claim is due to the negligence of Wild Frontiers and such claim is lodged in writing with Wild Frontiers within 30 (thirty) days after the end of the tour. Such liability will be subject to a limitation of R10 000 per Client and under no circumstances will Wild Frontiers be liable for any indirect or consequential loss or damage.

21 Any payments due by the Client will incur interest from the due date at a rate 2% (two percent) above the prime rate charged by Wild Frontiers' bank.

22 South African law and the jurisdiction of South African courts will govern the relationship between the Client and Wild Frontiers.

23 The Client will be liable for all legal fees on an attorney and own Client scale in the event that Wild Frontiers has to engage a lawyer to enforce any of its rights or otherwise.

24. Covid-19

Please refer to the additional document with updated T&C iro Covid/travel restrictions and delays. This document has been specifically prepared to deal with the challenges arising from the novel Coronavirus/Covid -19 ('Covid') which it is common knowledge has been declared a pandemic by the World Health Organization ('WHO')

It is furthermore generally accepted that it can be transmitted from person to person inter alia by contact and respiratory means and that it is essential to follow guidelines issued by the WHO and various governments.

Dated: 1 May 2021

- www.wildfrontiers.com
- www.ugandaexclusivecamps.com
- www.tanzaniawildernesscamps.com
- www.kilimanjaromarathon.com
- www.vicfallsmarathon.com

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