

## Wild Frontiers Terms & Conditions

Please find below our Terms & Conditions for WILD FRONTIERS (Pty) Ltd.

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 booking fee/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 (or Agent) to Wild Frontiers shall be payable not less than six (6) 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 (6) 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 USD100 per person per booking, over and above the tour cost, plus any additional costs due to suppliers/others.
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/Agent will be liable, the following will apply:
  - 6.1 Wild Frontiers shall retain the full booking fee/deposit as set out above\*, but any amount paid in excess thereof will be reimbursed to the Client/Agent;
  - 6.2 less than 42 days before departure, Wild Frontiers shall retain the full booking fee/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/permits;
  - 6.3 less than 30 days prior to departure Wild Frontiers shall retain the full booking fee/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/permits;
  - 6.4 less than 15 days prior to departure Wild Frontiers shall retain the full booking fee/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/permits;
  - 6.5 by Wild Frontiers, who reserves the right to and shall be entitled to cancel any tour or product/service sold prior to departure. Should Wild Frontiers cancel any tour or product/service for any reason other than those specified in

clause 10 of these Terms and Conditions, Wild Frontiers shall be required 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. Cancellation, medical and repatriation insurance is compulsory for all Wild Frontiers bookings, and it is the Client's/Agent'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, delays, 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.

9. The Client/Agent 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/Agent), 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.

10. If on a 'scheduled' or small group departure and should the group number fall below the minimum number required for the booking as specified in the terms of that safari, or the Booking Confirmation form, or email confirmation, Wild Frontiers reserves the right to re-cost the fare/itinerary 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 and/or deposits or booking fees.

11. The Client acknowledges that it is solely his/her responsibility to ensure that he is in possession of the necessary travel documents that may be required in respect of the proposed tour and itinerary as well as all health, visa 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/Agent 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. Assumption of risk. Clients acknowledge that travel to potentially dangerous destinations, including but not limited to areas with wildlife, involves inherent risks. By booking a tour and/or services with Wild Frontiers, Clients voluntarily assume all risks associated with such travel, including but not limited to injury, illness, death, loss, or damage to personal property.

13. 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 parks or Operator's management and or person in charge of the activity.

14. Own services. Wild Frontiers may book and utilise our own services for a tour, including our own guide services, the provision of suitable safari vehicles, and accommodation in our own venues. Wild Frontiers is responsible for the provision of its own services and assumes liability for these services specifically. However, Wild Frontiers will not be liable for modifications or cancellations caused by exceptional circumstances outside our control.

15. Third-party services. Wild Frontiers may engage third-party service providers to facilitate certain aspects of the booking. Clients acknowledge that Wild Frontiers is not responsible for the actions or omissions of these third-party service providers, including but not limited to transportation, accommodation, and guided activities. We exercise care

in the selection of reputable service providers but, in this instance, we are not ourselves the provider of the services and have no control over, or liability for, the services provided by third parties. All bookings are made on behalf of the Client/Agent subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by the travel service providers.

16. Standard of services. Wild Frontiers shall book the required services to the realistic standard specified by the Agent/Client in writing. The standard shall be realistic in terms of the budget of the Client/Agent, as well as location and availability of the requested service. Should the Client make a request for a service to be booked that Wild Frontiers advises against for any reason, Wild Frontiers shall not be liable for the standard of that service or any injury, illness, death, loss, or damage to personal property that occurs due to the Client utilising such service.

17. Liability and limitation. To the fullest extent permitted by law, Wild Frontiers, its employees, agents, and contractors shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the Client's participation in the tour/booking, including but not limited to any injury, illness, death, loss, or damage to personal property, except to the extent such injury, illness, death, loss, or damage is caused by the gross negligence or wilful misconduct of Wild Frontiers. In such cases, the total aggregate liability to the Client for all losses incurred and arising under or in connection with this contract in relation to any booking shall be limited to the amounts actually paid by the Client/Agent and received by Wild Frontiers. Wild Frontiers has Public Liability cover, and a copy of the policy and confirmation is available.

18. Force Majeure. Wild Frontiers shall not be liable for any failure to perform its obligations under this agreement if such failure results from circumstances beyond its reasonable control, including but not limited to acts of God, war, civil unrest, natural disasters, or any other force majeure event.

19. Indemnification. Agent/Clients agree to indemnify and hold harmless Wild Frontiers, its employees, agents, and contractors from any claims, demands, or causes of action arising out of or in connection with their participation in the tour, including but not limited to any injury, illness, death, loss, or damage to personal property.

20. Liability claims. Any dispute or claim made must be lodged in writing, within 30 (thirty) days after the end of the tour. Agent/Client agrees to give us an opportunity to resolve any disputes or claims relating to the services provided, or any representations made by us. If we are not able to resolve your claim or dispute within 60 (sixty) days from the date we are made aware of the claim or dispute, you may seek relief through arbitration. Any and all claims will be resolved by binding arbitration, rather than in court.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Refunds will only be considered 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. The Client should first claim from their travel insurance for any lost services. Adequate travel insurance must be taken by all guests travelling with Wild Frontiers.

27. 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.

28. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising out of or in connection with these Terms and Conditions shall be resolved through binding arbitration, rather than in court, in accordance with the rules of the Arbitration Foundation of South Africa (AFSA).

29. 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.

30. POPIA. It is recorded that Personal Information and Special Personal Information may be requested by Wild Frontiers, and periodically provided to third party suppliers as requested – such as for issuing air tickets, gorilla & chimp permits etc and exclusively for the supply of agreed goods and services to the client/Agent ie on behalf of the Traveller. All personal Information or Special Personal information will be dealt with in the strictest confidence.

31. Covid-19 / Other pandemic. Special T&Cs may be offered should there be challenges / travel delays due to a WHO declared pandemic. Please contact management on a case by case basis.

Dated: February 2025

- [www.wildfrontiers.com](http://www.wildfrontiers.com)
- [www.ugandaexclusivecamps.com](http://www.ugandaexclusivecamps.com)
- [www.serengetiwildernesscamps.com](http://www.serengetiwildernesscamps.com)
- [www.kilimanjaromarathon.com](http://www.kilimanjaromarathon.com)
- [www.vicfallsmarathon.com](http://www.vicfallsmarathon.com)

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