

Nurture Africa Safaris

1. The client who signifies his acceptance of a booking does so on behalf of himself and persons under his authority, which means that all are bound by the terms and conditions ('these terms') of Nurture Africa Safaris as if they had made the application themselves.

2. All estimates or quotations provided by, or bookings made with Nurture Africa Safaris are subject to these terms.

3. A non-refundable deposit of 40% of the LAND arrangement cost, plus the full amount including the taxes for the air travel portion, 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 ('the fare') and will only be refunded if the application cannot be accommodated. (Most airlines stipulate that tickets have to be issued within 3 working days of a booking being made).

4. The full amount due by the client to Nurture Africa Safaris shall be payable not less than four weeks prior to the date of departure. If the full amount is not paid in due time, Nurture Africa Safaris reserves the right to treat the booking as cancelled. Bookings made within eight 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, Nurture Africa Safaris reserves the right to charge an amendment fee per booking. Booking changes may be made only up to 8 weeks in advance of the booked tour/workshop. One itinerary amendment is free, thereafter each change will be charged at R300 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 and for which the client will be liable, the following will apply:

6.1. With the consent of Nurture Africa Safaris, the latter shall retain the full deposit, but the amount paid in excess thereof will be reimbursed to the client;

6.2. A non-refundable deposit is of 30% for Scheduled and Private Safaris and 40% for Workshops is required upon booking your safari. Cancellation of a booking once deposit is paid, forfeits your deposit.

6.3 Nurture Africa Safaris reserves the right to charge the following cancellation fees should a confirmed reservation be cancelled within the following period:

- i. 30% non-refundable deposit fee on scheduled/private safaris and 40% non-refundable deposit on workshops will be kept on all cancellations on confirmed bookings.
- i. 70%/60% refund on the remaining amount if cancelled more than 90 days prior to arrival.
- i. 50%/40% refund on the remaining amount if cancelled between 60 - 90 days prior to arrival.
- . 0% refund/100% cancellation fee on the remaining amount if cancelled 30 days or less prior to arrival.

6.4. By Nurture Africa Safaris, who reserves

the right to and shall be entitled to cancel any tour or product sold prior to departure, Nurture Africa Safaris shall be obligated to refund all amounts received by it and the client, who shall have no further claim of any nature whatsoever against Nurture Africa Safaris arising out of such cancellations.

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

8. Nurture Africa Safaris provides clients with travel and/or other services either itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines. Nurture Africa Safaris represent such principles as agents only accordingly and accept no liability for loss, damage, 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 fulfill their obligations, whether in relation to travel arrangements, accommodation or otherwise, including infectious diseases. The contract in use by such principals (which is often constituted by the ticket 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 the principal.

9. Cancellation, medical & repatriation insurance is compulsory for all Nurture Africa Safaris bookings, and it is the clients responsibility to arrange such insurance through the client's broker. It is strongly recommended that clients also take out insurance to cover emergency travel and accommodation, lost baggage and any other cover the clients deem fit.

9.1 Due to the remote destinations in these photo safaris, participants are **required** to purchase emergency evacuation insurance coverage at their expense. Nurture Africa Safaris and its agents do not represent that insurance will cover such risk of loss of deposit and other payments.

9.2 If you pay for these safaris using your credit card and you opt to use the general travel insurance associated with major credit cards, we urge you to check that this cover 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 photo safari. These precautions will assist avoid any delays in the event that an emergency evacuation or other medical services are called upon, under your policy. You should disclose your participation in these safaris to your insurer.

10. The client acknowledges that the fare (see above clause (3) and itinerary specified in the Booking Confirmation Form, may be varied by Nurture Africa Safaris, without notice to the client, at the discretion of Nurture Africa Safaris 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. Fare increases may occur inter alia due to any increase in airline tariffs, fuel costs, game reserve fees, or fluctuation of exchange rates. Should the group number fall below the minimum number required for the booking. Nurture

TERMS & CONDITIONS

Africa Safaris reserves the right to re-cost the fare and raise a surcharge.

Should any clients refuse to accept and pay such surcharge, Nurture Africa Safaris reserves the right to cancel the tour and retain full payment.

If you are a single traveller, we will do our best to find a suitable person to share the room/tent, should you request it. If we are unable to find a suitable person, you will be placed in a single room and charged the single supplement fee. We will endeavour to place a participant seeking shared accommodation with another compatible, participant requiring the same. Prior to allocating shared accommodation to participants not known to each other, subject to their approval, we will introduce the participants to each other, to check if both are happy to share the room/tent. In the event they do not wish to share the room/tent and a compatible, participant is unavailable to share a room/tent; all participants occupying unshared rooms/tents on the tour will be required to pay the single supplement cost. Whilst we will, of course, make every effort to assist, we will not be responsible for securing compatible travelling companions for those seeking shared accommodation.

Health Considerations

11. This safari is designed to be within the capabilities of average people in good health. Some of the time participants may be required to walk over uneven terrain or trails, stepping into an out of Land Cruiser type vehicles, occasionally hiking over short distances - while carrying an assortment of sometimes heavy camera equipment. If you have concerns about your own capabilities and/or fitness as it relates to this trip, please enquire with Nurture Africa Safaris before booking for a trip.

By forwarding a signed Registration Form and paying the initial non-refundable deposit, you warrant that, to the best of your knowledge, you do not have any physical or other disability that would create a risk for you or other trip participants. Nurture Africa Safaris agent judgment will ultimately determine an individual's ability to embark upon the photo safari. Once a booking has been accepted, medical circumstances will not be considered as exceptions to the cancellation policy. Nurture Africa Safaris i assumes no responsibility for medical care.

11.1. If you sustain an injury or become ill on the safari, Nurture Africa Safaris reserves the right to continue the safari for the benefit of other participants. Nurture Africa Safaris will make every effort to assist you while at the same time trying to minimize interruption to the photo safari. This includes you having to bear the costs of your travel and associated illness costs.

Nurture Africa Safaris reserve the absolute discretion, in the event of behaviour detrimental to other persons, to decline any person's participation at any time during the safari and cancel that person's participation in the safari, in which case any refund will be on a recoverable cost basis only.

12. The client acknowledges that it is solely his/her responsibility to ensure that he/she is in possession of the necessary travel

documents 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. Nurture Africa Safaris will endeavor to assist the client but such assistance will be at Nurture Africa Safaris discretion and the client acknowledges that in doing so, Nurture Africa Safaris is not assuming any obligation or liability and the client indemnifies Nurture Africa Safaris against any consequences of non-compliance.

13. It is recommended 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 Nurture Africa Safaris, 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 and whatsoever rights which the client may have against Nurture Africa Safaris in consequence of any act of omission or commission by Nurture Africa Safaris or any 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 the Booking Confirmation Form). In no way derogating from the foregoing, the client hereby indemnifies, holds harmless and absolves Nurture Africa Safaris, 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.

Nurture Africa Safaris and/or its agents act only as agents for the participants in this safari, in regard to travel arrangements including, but not limited to, sightseeing, meals, lodging and transportation, whether by railroad, vehicle, motor coach, boat, ship or aircraft. To the fullest extent permitted by law, Nurture Africa Safaris and/or its agents, 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 safari.

Nurture Africa Safaris and/or its agents accepts no responsibility for losses or additional expenses due to delay or other changes in air or other services, sickness, weather, strike, war, quarantine or other causes.

All such losses or expenses are borne by the participant, as the photo safari 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.

Reasonable care has been taken to compile the information in this and the other documents pertaining to this photo safari but circumstances change. For example, airline schedule changes, airline fuel charges, taxes and operational costs are subject to change. Nurture Africa Safaris and/or its agents 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 Nurture Africa Safaris to (i) 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; (ii) cancel the photo safari prior to departure, in which case a refund of all payments received for the land package will be given. (However, in such event Nurture Africa Safaris and/or its agents will not be, responsible for any other trip preparation expenses such as penalized or non-refundable air tickets, visa fees and medical related expenses); (iii) substitute safari leader(s) for the leader(s) originally specified, in which case the substitution is not a basis for participant cancellation or refund, and (iv) accept or refuse any person as a participant in the safari.

In the event that, at the sole discretion of Nurture Africa Safaris, it is necessary or advisable for the safari to be cancelled due to such events as outbreak of conflict, government intervention, or withdrawal of access/traffic rights, or in the event of insufficient numbers being available, the refund of all monies paid, pro rata if applicable after commencement, shall constitute a full and final settlement by Nurture Africa Safaris and their agents of any obligations to participants. The operation of the safari is at the sole discretion of Nurture Africa Safaris, having in mind the welfare of all participants and the safe and prudent operation of the itinerary and program.

The Registration Form must be completed and signed by each participant at the time of paying the first deposit. Participation will be declined in the absence of a completed and signed form. No modification to the Terms and Provisions of Registration, detailed on page 3 of the Registration Form, will be accepted.

14. The client agrees that he/she will at all times comply with Nurture Africa Safaris' or in regard to his/her conduct.

15. 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.

16. Where Nurture Africa Safaris has its own guide leading the safari; even with other tour leaders, all authority for leading the trip will be held by the Nurture Africa Safaris' guide. The Nurture Africa Safaris guide will always collaborate with the other tour leaders on the safari, but authority on the running of the safari, the behaviour of the other tour leaders and the management of the clients during transfers as well as game drives remains with the Nurture Africa Safaris' guide.

17. These terms constitute the entire terms of the relationship between parties. There exists no other terms, conditions, warranties, representations, guarantees, promises, undertakings 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 Nurture Africa Safaris or otherwise that is not included herein.

18. Clients, who have special requests, must specify such requests to Nurture Africa Safaris in the Booking Reservation Form. Whilst Nurture Africa Safaris will always endeavor to accommodate such requests; it does not guarantee that it will always be possible.

19. 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 Nurture Africa Safaris.

20. No refunds will be considered in any circumstances whatsoever, although Nurture Africa Safaris may, in its sole discretion, consider a refund in the event of death or serious illness of the client.

21. Nurture Africa Safaris will under no circumstance be liable for any claim whatsoever, unless such claim is due to the gross negligence of Nurture Africa Safaris and such claim is lodged in writing with Nurture Africa Safaris within 30 (Thirty) days after the end of the tour. Such Liability will be subject to a limitation of R10 000,00 per client and under no circumstances will Nurture Africa Safaris be liable for any indirect or consequential loss or damage.

22. Any payments due by the client will incur interest from the due date at a rate of 2% (two per centum) above the prime rate charged by Nurture Africa Safaris' bank.

23. South African laws and the jurisdiction of South African courts will govern the relationship between the client and Nurture Africa Safaris.

24. The client will be liable for all legal fees on an attorney and own client scale in the event that Nurture Africa Safaris has to engage a lawyer to enforce any of its rights or otherwise.

25. Nurture Africa Safaris is a registered Closed corporation. Under South African Law we are obliged to charge 15% VAT for all services provided.

26. Payment received from clients in the form of a deposit and/or full payment for a service forms a binding agreement between the client and Nurture Africa Safaris for the agreed services and is bound by Nurture Africa Safaris terms and conditions.

27. All image and intellectual rights of Nurture Africa Safaris employees and subcontractors are the property of those individuals. These rights will remain with the individual till perpetuity and cannot be impinged on. Sub-contractors working for Nurture Africa Safaris have the right to take photographs while working. Nurture Africa Safaris will not enter into discussion regarding image rights. Clients will not have the right to impinge on C4 Photo Safaris employees from taking photograph.

28. Please be aware that all Credit Card and PayPal payments will attract a 2.5% surcharge onto the invoice amount. Direct deposits and international transfers do not attract a surcharge and should land in our account for the exact invoiced amount.

Nurture Africa Safaris Covid-19 Terms & Conditions

Updated on 30 November 2022.

Cancellations and postponements due to Covid-19.

Nurture Africa Safaris is a facilitator of safaris; we provide clients with travel and/or other services either itself or acting as agents for principals engaged in or associated with the travel industry. As a facilitator, Nurture Africa Safaris, are bound by the terms and conditions by our Lodge partners, and we will remain fair and compassionate at all times.

- I. In the event of a safari cancellation due to Covid-19, Nurture Africa Safaris will honour a deferral for the client for the same safari 12 months into the future.
- II. The rates for the safari will remain the same within the 12-month postponement period.
- III. In the event that the safari is postponed beyond the 12-month period, Nurture Africa Safaris will help postpone the safari, subject to the increased rates of the lodges/other services imposed upon Nurture Africa Safaris.
- IV. It is mandatory for all clients travelling with Nurture Africa Safaris to have comprehensive travel insurance in case a trip is cancelled whilst they are travelling or have embarked on their travels and all the suppliers have been paid. Nurture Africa cannot be held responsible for refunds or repayments of funds once full payment for a safari has been made.

The above terms are based on agreement of said terms by our lodge partners. Our terms are in accordance with our partners terms. The lodge's terms may change or be amended at any time and as such we are not liable for amendments to, should these be changed.

Clients coming on safari do so at their own risk and acknowledgment of risks. Nurture Africa Safaris provides services, together with associates partners in order for clients to have a safe safari. Please specifically see point 8 and 11.1 in the terms and conditions above.

Cases of Covid-19 related incidents whilst on safari. Please note there are favourable changes to these policies post Covid environment.

- I. If a client presents positive for Covid-19 whilst on any booked safari with Nurture Africa Safaris, they will be accommodated.
- II. Nurture Africa Safaris will inform the authorities of the Covid-19 case and await the relevant authorities (Departments).
- III. Isolation will continue until the patient tests negative.
- IV. All travellers deemed to be in close contact with the positive patient will be required by law to isolate at the accommodation.
- V. All close contact clients will be tested and informed when they are able to depart by the relevant authority.
- VI. Costs for isolation, accommodation and associated expenses will be for the client's account.
- VII. Nurture Africa Safaris will do all it can to assist the patient over this time.

Covid related cases vary according to the country where the cases are found. We will adhere to the policies of those countries.