

# EYES ON AFRICA

## TRAVEL AGREEMENT

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Updated: July 2023

Eyes on Africa, Ltd. d/b/a Eyes on Africa and Participant, for and in consideration of the Deposit Payment and Tour Fare (as defined below) agree as follows (Note that a separate Travel Agreement must be executed for each participant):

### DEFINITIONS

As used in these Travel Agreement Terms and Conditions:

“**Tour**” shall be considered and used synonymous with: *trip, tour, adventure, adventure travel and/or safari*, all of which refer to the “Tour” being booked with Eyes on Africa.

“**You**” shall be considered and used synonymous with: *client, guest, participant, member, passenger, and traveler* all of which refer to “You.”

“**Departure Date**” shall refer to the date your Tour is scheduled to begin.

“**Property**” shall be considered and used synonymous with: *camp, lodge, hotel, guesthouse, tent* or other *accommodation*.

“**Deposit Payment**” shall refer to the non-refundable deposit payment of 35% of the total Tour Fare necessary to confirm the Tour.

“**Balance Payment**” shall refer to any payment made after the Deposit Payment towards the total cost of the Tour Fare, including but not limited to, payment for accommodation at Tour Properties, excursions, airline tickets, internal flights and animal viewing permits. This may be a single payment or multiple payments as necessary to pay costs such as airline tickets as they become due.

“**Tour Fare**” shall refer to any and all funds paid in connection with any Tour, including, but not limited to the Deposit Payment, Balance Payment and any other fees.

“**Internal Flight**” shall refer to any airline flight taken within the destination country/continent.

“**Tour Leader**” shall refer to any person responsible for leading a Tour on behalf of or in conjunction with Eyes on Africa.

“**Operator**” shall refer to any third party vendor who provides services in the destination countries including operators of Properties and those facilitating transfers, flights, expeditions and other aspects of the Tour.

“**Required Booking Documents**” shall refer to the Travel Agreement and Travel Information Form.

### TRAVEL AGREEMENT TERMS AND CONDITIONS

These terms, under which you the participant agree to take your Tour, cannot be changed or amended except in writing and signed by an authorized representative of Eyes on Africa.

**1. RESERVATIONS AND PAYMENTS:** Standard policy for the majority of Eyes on Africa's third party Operators is that a provisional booking will be held for a period of 21 days only, after which a response is required on whether to confirm or release the space. Payment of the non-refundable Deposit Payment, along with a completed and signed Travel Agreement and Travel Information Form (“Required Booking Documents”) are required in order to confirm your reservation. Upon receipt of the signed Required Booking Documents and the Deposit Payment, we will, subject to availability, reserve your place on your agreed upon Tour. The Balance Payment is due not later than 8 weeks prior to the date of departure for your Tour (“Departure Date”). The signed and completed Travel Insurance Acceptance form is due no later than 8 weeks prior to the Departure Date. All prices are quoted in U.S. dollars and must be paid in U.S. dollars. We reserve the right to impose more stringent payment terms should that be demanded from us by any of our individual suppliers that are included in your itinerary.

**2. CLIENT CANCELLATION AND REFUND POLICY:** Cancellations are only effective upon Eyes on Africa's receipt of written notification, signed by the client.

- A. Cancellation Before Eight (8) Weeks Prior to Departure Date. If cancellation is made more than eight weeks prior to departure date, your non-refundable 35% Deposit Payment is forfeited.
- B. Cancellation Between Six (6) Six Weeks and Eight (8) Weeks Prior to Departure Date. If your cancellation is made between six weeks and eight weeks prior to your departure date, you will be refunded up to twenty percent 20% of the Balance Payments paid. This refund excludes the Deposit Payment and any portion of the Tour Fare already expended by Eyes on Africa to secure internal flights, animal viewing permits and any other goods or services related to the Tour.
- C. Cancellation After Six (6) Weeks Prior To Departure Date. If your cancellation is made less than six weeks prior to your departure date or should you for any reason fail to join a tour or join it after departure or leave it prior to its completion, no refund of any kind will be made. Eyes on Africa recommend that you purchase travel insurance, including trip cancellation insurance, to protect you in case of this circumstance.

We reserve the right to impose more stringent cancellation terms should that be demanded from us by any of our individual suppliers that are included in your itinerary.

**3. NOT INCLUDED: (varies by Tour):** Items not included in the Tour Fare include, but are not limited to: insurance to cover for cancellation, curtailment, luggage, medical expenses, money, and emergency evacuation; beverages at certain Properties; laundry at certain Properties; gratuities to guides and Property staff; travel expenses not related to the Tour; optional meals specific to your itinerary.

**4. LIMITATION OF LIABILITY:** This section defines Eyes on Africa's responsibility with respect to all of our Tours booked for our guests. Please read it carefully.

Eyes On Africa, its owners, and employees and associated Tour Leaders give notice that third party Operators will provide the means of transportation and/or all other related travel services involved with your Tour. As such and with respect to you, the client, Eyes on Africa assumes no responsibility for injury, death, loss, or damage to person or property, Tour delay, Tour cancellation, any change in air travel or other service irregularity, inconvenience or additional expenses in connection with any service resulting directly or indirectly from: defect of any vehicle, act of God, act of war, insurrection, revolt, terrorism, government restrictions and regulations, or other civil uprisings or disturbances, military action, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, strikes, weather, sickness, wars, detention, annoyance, delays, thefts, pilferage, force majeure, wild animals, failure of any means of conveyance to arrive or depart as scheduled, travel advisories, discrepancies or changes in transit, hotel and any other services over which it has no control, occurring in either the country of origin, destination or through passage, or through the acts or default of any third party company or persons engaged in conveying the passengers or in carrying out the arrangements of the Tour. Eyes on Africa cannot be held liable for any loss or damage to luggage, before, during, or after the Tour. Eyes on Africa reserve the right to accept or decline any individual from participating on any Tour for any reason.

**5. VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK:** I acknowledge that I have voluntarily chosen to participate in the Adventure Travel designated on the Travel Agreement (or a Tour I may change to). In so doing, I acknowledge that I may be subjecting myself to dangers and hazards, which could result in illness, injury, or death. I also acknowledge that there are inherent risks and dangers, which may arise at any time during the Tour. I am specifically familiar with and accept the risks of the dangers and hazards inherent in partaking in my Tour and am aware that medical services or facilities may not be available while I am participating in the Tour. In order to partake of the enjoyment and excitement of this Adventure Travel, I am willing to accept the risks and uncertainty involved as being an integral part of my Tour. I agree to assume all risks of illness, injury or death.

**6. RELEASE AND COVENANT NOT TO SUE:** As partial consideration for my participation in the Tour and for Eyes on Africa's undertakings, I agree that neither I, nor any of my heirs, personal or legal representatives, nor family members will bring suit against Eyes on Africa as a result of any acts or omissions by any Operator or independent contractor involved in this Tour. I hereby release, indemnify, and covenant not to sue Eyes on Africa or its officers, directors, shareholders, agents and employees for any and all claims of whatever kind arising from my participation in the Tour, including, but not limited to, personal injury, illness, death, property damage, or monetary loss.

**7. INTEGRATION AND SEVERABILITY:** Subject to the obligations and duties set forth herein, this Travel Agreement and Additional Information and Disclaimers expresses the full and complete agreement and contract of the parties hereto. In the event that a court of law declares any portion of this Travel Agreement invalid, such declaration shall not affect the remainder of the terms of the agreement, which shall be valid and enforceable.

**8. GOVERNING LAW:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that venue will be in Cook County, Illinois.

**9. ATTORNEY'S FEES FOR BREACH:** Client agrees that in any proceedings with respect to 1) the enforcement of this agreement; 2) breach of this agreement; 3) collection proceedings, including bankruptcy adversary proceedings, regarding any judgment obtained arising out of this agreement; and/or 4) the charges and/or chargeback of any credit card transaction related to this agreement and any of the payments made thereunder ("Action") Eyes on Africa shall be entitled to all costs and attorney's fees incurred.

**10. INDEPENDENT REVIEW:** I have carefully read and understand Eyes on Africa's Travel Agreement, I have familiarized myself with all the information, including the attached Additional Information and Disclaimers provided to me about this Tour, and I agree to all terms and conditions set forth in this Travel Agreement and the Additional Information and Disclaimers, which is incorporated by reference. I also certify that the Travel Information Form, which is incorporated by reference and made part of this Travel Agreement, contains accurate information. I have had the opportunity to have the Travel Agreement independently reviewed. I understand that the Travel Agreement includes a release and limit of liability and covenant not to sue Eyes on Africa. I am signing this binding agreement of my own free will.

\_\_\_\_\_ **[Initial if applicable]** I am executing this agreement on behalf of a minor (enter child's name below). I am the parent or legal guardian for the minor and am authorized to enter this agreement for the benefit of the minor. I guarantee payment of the Tour Fare and costs incurred by and related to the Tour booked for the minor.

***Please note that a separate Travel Agreement must be executed for each participant.***

Participant Signature

Date

Name of Participant (please print)

Trip Description & Dates

#### **ADDITIONAL INFORMATION AND DISCLAIMERS**

**1. INSURANCE:** It is a condition of booking that the sole responsibility lies with the guest to ensure that they carry the correct comprehensive travel and medical insurance to cover themselves, as well as any dependents for the duration of their Tour. This insurance should include coverage including but not limited to, the following eventualities: cancellation or curtailment of the Tour, emergency evacuation expenses, medical expenses, repatriation expenses, and damage, theft or loss of personal baggage, money and goods. Eyes on Africa will take no responsibility for any costs for losses incurred or suffered by the guest or guest's dependents, with regards to, but not limited to, any of the above mentioned eventualities. Guests will be charged directly by Operators for any emergency services they may require, and may find themselves in a position unable to access such services should they not be carrying the relevant insurance coverage. A Travel Insurance Acceptance form must be completed and returned to Eyes on Africa as a condition of travel.

**2. MEDICAL INFORMATION:** Participation in adventure travel requires that you be in generally good health. All guests must understand that while a high level of fitness is not required, a measure of physical activity is involved in such Tours. It is essential that persons with any medical problems and/or related dietary restrictions make them known to us before departure. If your Tour includes travel to a malaria zone, anti-malarial precautions should be taken and this is the sole responsibility of the client. Any required inoculations must be recorded by the client's health practitioner on a valid vaccination certificate, which the client must carry in his/her possession throughout the Tour. Eyes on Africa will not assume responsibility for the accuracy of any medical information. You should consult your doctor or pharmacist for up-to-date requirements and professional recommendations.

**3. CURRENCY FLUCTUATION:** In order to keep our Tour rates as low as possible, we do not build into the price an allowance to cover possible increases from currency fluctuations. Therefore, as currencies do fluctuate constantly around the world, it may be necessary for us to raise the Tour Fare, at any time before final payment, if there are exceptional cost increases beyond our control. An increase in the Tour Fare shall not be sufficient grounds for any refund of fees already paid for the Tour.

**4. GOVERNMENT TAXES:** Any increase in government taxes affecting costs included in the Tour Fare will be passed through and paid for by the client. Any increase in the Tour Fare due to a government tax rate increase shall not be sufficient grounds for any refund of Tour Fare already paid by the client.

**5. AIRFARES & DELAYS:** Airfares are subject to change without notice prior to ticketing. Note that Internal Flights, whether included in your total Tour Fare or quoted to you separately, may become due and payable in full to Eyes on Africa at any time after your non-refundable Deposit Payment in order for us to secure tickets for these flights as required by the airline or Operator. Eyes on Africa are not responsible for any airline schedule or airfare changes, cancellations, overbooking or damage or loss of baggage and property. Any and all claims for any loss or injury suffered on any airline must be made directly with the airline involved and not Eyes on Africa. Air schedule changes may necessitate additional nights being added to your Tour. Any additional costs related to air schedule changes must be borne by the client.

**6. GUIDE REPLACEMENT:** If a requested Tour Leader is unable to lead any portion of your Tour due to illness, leave of absence, or any other reason, Eyes on Africa and its Operators reserve the right to substitute with a different guide.

**7. ITINERARY CHANGES:** Although every effort is made to adhere to schedules, it should be noted that our Operators may be obliged to occasionally make changes to the Tour itinerary including, but not limited to: routes changes, accommodation changes or other similar logistical changes related to your Tour as dictated by changing conditions, seasonal rainfall, bush fires or other occurrences that may bring about such conditions. Airlines and other transfers may also be changed for various reasons. Eyes on Africa shall not be held responsible for such itinerary changes and shall not be held liable for any refund.

**8. SPECIFIC ACCOMMODATION:** While our Operators use their best endeavors to ensure that all reserved accommodation is available as planned, Eyes on Africa shall not be held responsible for any refund if any accommodation, tour, itinerary item and/or activity is unavailable.

**9. LUGGAGE:** For safety and because space is restricted, baggage in the charter aircrafts commonly used to transport guests to and from Properties is typically restricted to a maximum of 20 kg per person in a soft bag. This includes camera equipment and carry-on baggage. Should guests arrive with excess baggage without prior warning, their baggage could be delayed, as our Operators may then have to fly the baggage into Properties on a different flight at extra cost to the guest. However, should the guests know in advance that their baggage will exceed the limit, we can usually make arrangements to accommodate additional luggage at an additional cost. Please consult with Eyes on Africa for any luggage restrictions specific to your Tour itinerary.

**10. WILD ANIMALS:** Please be aware that many of our Tours may take you into close contact with wild animals. Attacks by wild animals are rare, but there is no guarantee that this will not occur. Eyes on Africa cannot be held responsible for any injury or incident caused by animals. Many Properties are not fenced and wildlife moves freely in and around these Properties. Always follow the safety instructions provided by the Property's staff with regards to moving to and from your accommodations and while on game activities throughout your tour.

**11. GAME VIEWING:** Eyes on Africa cannot guarantee "good" game viewing (i.e., observing wild animals) or sightings of specific species of wildlife, as the animals are wild and therefore behave as such. Eyes on Africa cannot be held responsible for the absence or presence of wildlife, nor for the "quality" of game viewing on your Tour.

**12. PASSPORTS AND VISAS:** The onus is upon the guest to ensure that their passports and visas are valid for the countries they plan to visit. Eyes on Africa cannot be held liable for any visas and/or passports that are invalid or not held by the guests, nor for the costs of obtaining any passports or visas. Please check with us for up-to-date passport requirements for the countries you are visiting.

**13. AGE LIMITS:** For safety reasons, certain Properties have age restrictions for young children and persons over the age of 75, depending on their health and fitness. Please consult with us for the specific age policies when planning your Tour. If anyone misrepresents the age of any participant, Operators reserve the right to terminate the Tour without refund.