

# C4 Photo Safaris

## TERMS & CONDITIONS

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 C4 Photo Safaris CC ('C4 Photo Safaris') as if they had made the application themselves.

2. All estimates or quotations provided by, or bookings made with C4 Photo 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 C4 Photo 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, C4 Photo 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, C4 Photo 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/worksop. 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 C4 Photo Safaris, the latter shall retain the full deposit but the amount paid in excess thereof will be reimbursed to the client;

6.2. Deposit is non-refundable, cancellation of booking, once deposit is paid, forfeits the deposit.

6.3 less than 40 days prior to departure C4 Photo Safaris 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 and any Credit card surcharges will apply if the fees were paid by credit card.

6.4. Less than 20 days prior to departure C4 Photo Safaris 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 C4 Photo Safaris, who reserves the right to and shall be entitled to cancel any tour or product sold prior to departure, C4 Photo 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 C4 Photo Safaris arising out of such cancellations.

7. Should a client fail to join a tour, or fail to use the accommodation/services booked by C4 Photo Safaris on their behalf, for any reason whatsoever, no refund or liability will be accepted by C4 Photo Safaris.

8. C4 Photo 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. C4 Photo 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. 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 C4 Photo 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. C4 Photo 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 this photo safari 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 this photo safari 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 C4 Photo Safaris, without notice to the client, at the discretion of C4 Photo 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, C4 Photo Safaris reserves the right to re-cost the fare and raise a surcharge.

Should any clients refuse to accept and pay such surcharge, C4 Photo 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 photo 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 C4 Photo 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. C4 Photo 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. C4 Images and Safari assumes no responsibility for medical care.

11.1. If you sustain an injury or become ill on the photo safari, C4 Images reserves the right to continue the photo safari for the benefit of other participants. C4 Images will make every effort to assist you while at the same time trying to minimize interruption to the photo safari.

C4 Images reserve the absolute discretion, in the event of behaviour detrimental to other persons, to decline any person's participation at any time during the photo safari and cancel that person's participation in the photo 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. C4 Image and Safaris will endeavor to assist the client but such assistance will be at C4 Image and Safaris' discretion and the client acknowledges that in doing so, C4 Photo Safaris is not assuming any obligation or liability and the client indemnifies C4 Photo 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 C4 Photo 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 C4 Photo Safaris in consequence of any act of omission or commission by C4 Photo 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 C4 Photo 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.

C4 Photo Safaris and/or its agents act only as agents for the participants in this photo 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, C4 Photo 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 photo safari. C4 Photo 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. C4 Photo 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 C4 Photo 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 C4 Photo 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 photo 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 photo safari.

In the event that, at the sole discretion of C4 Photo Safaris, it is necessary or advisable for the photo 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 C4 Photo Safaris and their agents of any obligations to participants. The operation of the photo safari is at the sole discretion of C4 Photo 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 C4 Photo 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 C4 Photo Safaris has its own guide leading the safari; even with other tour leaders, all authority for leading the trip will be held by the C4 Photo Safaris' guide. The C4 Photo 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 C4 Photo Safaris' guide.

**17.** These terms constitute the entire terms of the relationship between parties. There exists 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 C4 Photo Safaris or otherwise that is not included herein.

**18.** Clients, who have special requests, must specify such requests to C4 Photo Safaris in the Booking Reservation Form. Whilst C4 Photo 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 C4 Photo Safaris.

**20.** No refunds will be considered in any circumstances whatsoever, although C4 Images and Safaris Photo Safaris may, in its sole discretion, consider a refund in the event of death or serious illness of the client.

**21.** C4 Photo Safaris will under no circumstance be liable for any claim whatsoever, unless such claim is due to the gross negligence of C4 Photo Safaris and such claim is lodged in writing with C4 Photo 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 C4 Photo 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 C4 Photo Safaris' bank.

**23.** South African laws and the jurisdiction of South African courts will govern the relationship between the client and C4 Photo Safaris.

**24.** The client will be liable for all legal fees on an attorney and own client scale in the event that C4 Photo Safaris has to engage a lawyer to enforce any of its rights or otherwise.

**25.** C4 Photo Safaris is a registered Closed corporation. Under South African Law, we are obliged to charge 14% 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 C4 Photo Safaris for the agreed services and is bound by C4 Photo Safaris' terms and conditions.

**27.** All image and intellectual rights of C4 Photo 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 C4 Photo Safaris have the right to take photographs while working. C4 Photo 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.