



## **BOOKING TERMS AND CONDITIONS**

*Journeys Unforgettable is a Limited Liability Corporation registered in the state of Florida. The following terms as used in these Booking Terms and Conditions shall be considered synonymous: tour, safari, and trip, all of which refer to the travel arrangements being booked with Journeys Unforgettable. Additionally, the following terms: client, guest, participant, member, passenger, and traveler all refer to you, as the traveler.*

**These booking terms and conditions are expressly made part of the following forms (a separate completed and signed copy of each being required for each traveler to confirm a trip reservation with Journeys Unforgettable):**

- Reservations Booking Form
- Liability Release and Assumptions of Risk Agreement
- Travel Insurance Acceptance

1. **RESERVATIONS AND PAYMENTS:** Standard policy for the majority of Journeys Unforgettable third party supplier 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 a non-refundable deposit of **25%** of the safari fare, along with a completed and signed Reservations Booking Form and a completed and signed Liability Release and Assumption of Risk Agreement are required in order to confirm your reservation. Upon receipt of your signed Reservations and Release forms and your deposit, we will, subject to availability, reserve your place on your selected safari. The balance of the safari price is due not later than 8 weeks prior to departure. Air ticket confirmation and details and the signed and completed Travel Insurance Acceptance form is also due at this time. Upon receipt of your full payment, the signed Reservations and Release forms, signed by each guest, plus the completed and signed Travel Insurance Acceptance Form, we will send you vouchers, safari information, final clothing and packing lists, etc. All prices are quoted in U.S. Dollars and must be paid in U.S. Dollars.
2. **CANCELLATION AND REFUND POLICY:** Cancellations are only effective upon Journeys Unforgettable receipt of written notification, signed by the client. If cancellation is made prior to 8 weeks before departure, your deposit is forfeited. If your cancellation is made after the due date for the full payment of your trip fare, additional charges will be levied. The scale of charges are expressed as a percentage of the trip price, as follows:
  - More than 8 weeks notice-Deposit forfeited;
  - Less than 8 weeks notice~45%
  - Less than 4 weeks notice~50%
  - Less than 3 weeks notice~60%
  - Less than 2 weeks notice~100%

Should you fail to join our tour or join it after departure or leave it prior to its completion, no tour fare refund will be made. Some airfare may be non refundable. There will be NO refunds from Journeys Unforgettable for any unused portions of the Tour. The above policy applies to all travel arrangements made via Journeys Unforgettable.

3. **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 and traveling companions for the duration of their tour to Africa. This insurance should include coverage in respect of, but not limited to, the following eventualities, damages, theft or loss of personal baggage, money and goods. Journeys Unforgettable will take no responsibility for any costs for losses incurred or suffered by the guest, or guest's dependents or traveling companions, with regards but not limited to, any of the above-mentioned eventualities. Guests will be charged directly by the relevant service providers 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.

Due to rules and regulations of Travel Insurance, we recommend that you arrange this insurance within 7days of paying your trip deposit. See your travel insurance company for specific limitations and details.

A Travel Insurance Acceptance form must be completed and returned to Journeys Unforgettable as a condition of travel.

4. **AIRFARE & DELAYS:** Airfares are subject to change without notice prior to ticketing. Journeys Unforgettable is not responsible for any airline schedule or airfare changes, cancellations, overbooking or damage or loss of baggage and property to the extent that such items are beyond its control. Any and all claims for any loss or injury suffered on any airline must be made directly with the airline involved and not Journeys Unforgettable. Air schedule changes may necessitate additional nights being added to your tour. Provided these schedule changes are beyond the control of Journeys Unforgettable, any resulting additional costs must be borne by the guest. Journeys Unforgettable cannot be held liable for any delays or additional costs incurred as a result of airlines not running on schedule.
5. **TOUR CANCELLATION:** Journeys Unforgettable shall not be held responsible for occurrences that are beyond its control, such as strikes, wars, acts of God, acts of government or any other cause whatsoever, beyond its control, that may make operation of the tour impossible, illegal or inadvisable. All tour payments received will be promptly refunded, and this refund will be the limit of Journeys Unforgettable liability. Journeys Unforgettable is not responsible for any expenses incurred by tour members in preparing for the tour, including non-refundable or penalty-carrying airline ticket, special clothing, visa or passport fees, or other tour-related expenses.



6. **MEDICAL INFORMATION / LIABILITY RELEASE:** Participation on a safari or tour to Africa requires that you be in generally good health. All guests must understand that while a high level is not required, a measure of physical activity is involved in all African safaris and tours. It is essential that persons with any medical problems and/or related dietary restrictions make them known to us well before departure. Anti-Malaria precaution should be taken, and these are 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. Journeys Unforgettable will not assume responsibility for the accuracy of any medical information. You should consult your doctor or pharmacist for up to date requirements and personal recommendations.

By forwarding the tour deposit, the signed Reservations Booking Form and the signed Liability Release and Assumption of Risk Agreement, the Guest certifies that he/she does not knowingly have any physical or other conditions of disability that would create a risk for him/her or other tour Participants. Each tour participant prior to commencement of a tour must sign a Liability Release and Assumption of Risk Agreement. Participation by any tour participant will be declined in the absence of signed Liability Release Form, with no tour fee refund.

7. **GUIDE REPLACEMENT:** If a private guide is unable to lead a pre-scheduled safari due to illness, etc., Journeys Unforgettable and its operators in Africa reserve the right to substitute with another guide.
8. **ITINERARY CHANGES:** Although every effort is made to adhere to the schedules, it should be noted that our tour operators in Africa may be obliged to occasionally change routes and camps on safaris as dictated by changing conditions. Seasonal rainfall, bush fires or other natural occurrences may bring about such conditions. Journeys Unforgettable shall not be held responsible for such itinerary changes as discussed above, provided such changes are beyond the control of Journeys Unforgettable.
9. **SPECIFIC ACCOMMODATION:** While our operators use their best endeavors to ensure that all reserved accommodations are available as planned, Journeys Unforgettable shall not be held responsible for a refund either in the whole or part, if any accommodation or excursion is unavailable and a reasonable alternative, acceptable to the guest, is found. If the guest is unable to use any service provided in the itinerary, then there are no refunds due.
10. **LUGGAGE:** For safety and because space is restricted, baggage in the charter aircrafts commonly used to transport guests to and from safari camps is restricted to a maximum of 12-kg (approx.25lbs) per person in a soft bag; 20-kg (approx.40lbs) within Botswana and Namibia. 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 in Africa may have to fly the baggage into camps at a later stage at considerable extra costs to the guest. However, should the guests know in advance that their baggage will exceed the limit, we can usually make arrangements to book an extra seat for the bags on the aircraft, at an additional cost.
11. **WILD ANIMALS:** Please be aware that our safaris may take you into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Journeys Unforgettable cannot be held responsible for any injury or incident on the safari. Please note that the majority of the safari camps are not fenced and that wildlife do move freely in and around camps. Always follow the safety instructions from the camp's staff with regards to moving to and from your tent and while on game activities throughout your safari.
12. **PASSPORTS & VISAS:** The responsibility is upon the guest to ensure that passports and visas are valid for the countries they plan to visit. Journeys Unforgettable cannot be held liable for any visas and/or passports, which are invalid or not held by the guests, nor for the cost of any passports, or visas. Some countries may charge visa fees on entry and/or exit. These visas typically are paid in \$US.
13. **NOT INCLUDED (varies by itinerary):** Insurance to cover for cancellation and curtailment, medical, baggage, money, and emergency evacuation; beverages in certain areas; personal laundry at certain camps; gratuities to guides, paddlers and to camp staff; any excursion not related to the safari; operational meals in the bigger towns and cities, i.e. Victoria Falls and Cape Town.
14. **CURRENCY FLUCTUATION:** We do not build into the price an allowance to cover possible increase from currency fluctuations. Therefore, as currencies do fluctuate constantly around the world, it may be necessary for us to raise the tour cost, at any time before final payment, if there are exceptional cost increases beyond our control. An increase in the tour price shall not be sufficient grounds for any refund of fees already paid for the tour. We will do our best to keep all prices published. Should increases be forced on us by airlines, exchange rates, etc., we reserve the right to surcharge without notice, up to a maximum of 10% of the tour fare.



15. **GUEST REPRESENTATION AND CONSENT:** The person making any booking with Journeys Unforgettable, warrants that he or she has authority to enter into a contract on behalf of all other persons included in such a booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her.

The payment of the deposit or any other partial payment for a reservation on a tour constitutes consent by all guests covered by that payment to all provisions of the Terms and Conditions contained herein whether the guest has signed the booking form or not. The terms, under which you agree to take these tours, cannot be changed or amended except in writing signed by an authorized representative of Journeys Unforgettable.

16. **AGE LIMITS:** Please consult with us for the specific age policies at the camps on your itinerary. If anyone misrepresents their age, our operators reserve the right to terminate the tour without refund. Journeys Unforgettable cannot be held responsible for any refund in this situation.

17. **LIMITATIONS OF LIABILITY:** This section defines Journeys Unforgettable's responsibility with respect to all of our safaris and tours booked for our guests, including extensions and independent arrangements. PLEASE READ IT CAREFULLY.

Journeys Unforgettable, its owners, and employees give notice that they act only as the agent for the owners, contractors, and suppliers providing means of transportation and/or all other related travel services and that they assume no responsibility, howsoever caused, excepting its own negligence or willful misconduct, for injury, death, loss, or damage to person or property, delay or change in air or other services, howsoever caused, 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, quarantines, strikes, weather, sickness, wars, detention, annoyance, delays, thefts, pilferage, major force, wild animals, failure of any means of conveyance to arrive or depart as scheduled, travel advisories, discrepancies or changes in transit, hotel and 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, except for such losses caused by the negligence or willful misconduct of Journeys Unforgettable. Journeys Unforgettable may not be held responsible for any loss or damage to luggage, before, during, or after the tour program.

Upon advancement of deposit to Journeys Unforgettable, the depositor acknowledges that he/she has read and understands the above recited terms and conditions, and agrees to be bound by them.

On advancement of tour deposit to Journeys Unforgettable, the depositor therefore agrees to be bound by the above recited terms and conditions. Journeys Unforgettable reserves the right to accept or decline any individual from participating on any of our tour programs for any reasons. Journeys Unforgettable will not discriminate against any individual because of race, religion, sex, sexual preference or nationality.