

IMPORTANT INFORMATION - RESERVATION TERMS AND CONDITIONS

1 The Malcolm Ainscough Collection Limited is hereinafter referred to as “the Company” and any individual using the Company’s services is hereinafter referred to as “you” or “the Client”. Please note that these terms and conditions will apply to all Clients as well as all guests listed in the Client’s itinerary.

2 Exclusion of Liability, Suppliers Terms and Risk

2.1 The Company acts purely as an agent/broker in packaging tours and travel arrangements utilising the products of various travel suppliers on your behalf.

2.2 While the Company makes every effort:

2.2.1 to engage quality suppliers among the air charter companies, hotels, tour operators and other service providers to provide travel products for the tours and travel arrangements made by the Company on your behalf; and

2.2.2 to ensure that the various services making up your tour will be carried out efficiently and as specified;

it does not have direct control of the provision of services by suppliers and shall not be liable for any theft, loss or destruction of belongings occurring during the course of the tour or any loss, damage, injury, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any supplier in carrying out the arrangements of any tour, or such service provider failing to carry out any of the services or activities quoted for or otherwise in connection therewith, for any reason whatsoever, including, but not limited to, the insolvency or closure of that supplier for any reason.

2.3 The Company also accepts no liability for changes, omissions or delays before or during the course of any itinerary occasioned by technical difficulties, weather conditions, strikes, war or unrest, communication breakdowns, epidemic or pandemic or any other events beyond the direct control of the Company, whether reasonably foreseeable or not. All expenses occasioned by such events, including, but not limited to, unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs etc., will be for the Client’s account.

2.4 If in the opinion of the Company the fulfilment of any itinerary is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and/or any other adverse factors beyond the company’s control, the Company may at any time cancel such itinerary or what remains of it or make alterations to the route, accommodation, price and /or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the account of the Client.

2.5 All bookings are subject to the Terms and Conditions specified by the supplier of the services which the Client contracts for in terms of the booking. The Company will provide on request, the identity of the supplier and such supplier’s terms and conditions which may include, but not be limited to, provisions regarding the cancellation fees or amendment fees applicable to confirmed reservations, refunds/no refunds for no-shows/unused services; late booking fees; baggage allowances; confirmation of flights, etc.

- 2.6 Save in the event of wilful misconduct or gross negligence by the Company, neither the Company nor its representatives, directors or employees shall be liable for any loss, injury, death or damages arising from any activity set out in the itinerary, or any activity that is directly or indirectly related in any way thereto.
- 2.7 The Company will not be responsible for any charges that appear on a Client's credit card, nor accept responsibility for having any of these charges reversed or corrected upon the Client's return to his/her country of departure/final destination.

3 Privately Chartered Aircraft

- 3.1 Please note that tours may involve flights that are provided by independent charter operations. For safety and space restriction, baggage in charter aircraft is restricted to a maximum of 12-15 kg per person in a soft duffel type bag. In some instances, the baggage allowance is 20kg per person. This will be communicated to you at the time of the reservation being confirmed. This includes camera equipment and carry-on baggage. Should Clients arrive with excess baggage without prior warning, their baggage could be delayed, as the charterer may have to fly the baggage into camps at a later stage at considerable extra cost to you. However, should the Clients know in advance that the baggage will exceed the limit; the Company can usually book an extra seat for the bags on the aircraft on your behalf, at an additional cost.
- 3.2 Any quotations from the Company relating to privately chartered aircraft:
- 3.2.1 Is aircraft-specific and is thus subject to aircraft serviceability and availability; and
 - 3.2.2 Is subject to industry and related fuel price fluctuations, based on the actual fuel price ruling at the time of departure.
- 3.3 Should there be any en-route changes or delays as a result of compliance with the requirements of international law or national legislation or subordinate legislation; you or your passenger's changed requirements; unserviceability of the aircraft; safety of the aircraft; safety of the aircraft's crew; and / or safety of you or your passengers, any additional costs arising from such changes and / or delays (including the costs of arranging an alternative aircraft) shall become payable by you in addition to the quoted price.
- 3.4 Clients acknowledge that all applicable health, exit, entry, tax, visa, customs and other legal and statutory formalities to be complied with by aircraft passengers are not the responsibility of the Company.
- 3.5 Clients acknowledge that the carriage covered by this quote will not be performed by the Company itself and that in issuing this quote the Company is acting on behalf of a principal carrier. You hereby exercise any and all contractual rights of election which may arise on your part as a result of the aforesaid in favour of any such principal and hereby waive any and all contractual and edictal claims against the Company arising from or as a result of such carriage.
- 3.6 The Company shall not be liable for any damages Clients may suffer arising from delays due to compliance with the requirements of international law or national legislation or subordinate legislation; you or your passenger's changed requirements; unserviceability of the aircraft; safety of the aircraft's crew; safety of you or your passengers; or any other reason whatsoever, other than wilful or grossly negligent conduct on the Company's behalf and the Client indemnifies the Company from any claim or damage which the Company may suffer in connection with the booking of any privately chartered flights on the Client's behalf.
- 3.7 The aforementioned exclusion of liability and indemnity shall (i) apply in respect of any private or commercial air travel booked on the Client's behalf and (ii) will apply in addition to (and shall not limit) the scope of the general exclusion of liability in clause 2.

4 Prices and Details

- 4.1 The Company reserves the right to adjust prices from time to time in accordance with any increases in airfares, hotel rates, entrance fees, government and regional levies and taxes, and currency fluctuations.
- 4.2 All information contained in the Company's publications, itineraries and quotations are to the best of the Company's knowledge and belief true and correct, but the Company accepts no liability for any errors/inaccuracies contained therein.
- 4.3 Any discounts applicable to minor children are set out in the quotation.
- 4.4 On confirmation of booking the Client shall be liable to pay the tour price as set out in the invoice.
- 4.5 Prices quoted do not include any items or services not specified on the Company's invoice. Typical items not included may be, amongst others, a tour guide, airport taxes, costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements, gratuities and portage, meals and beverages, airfares or any other item of a personal nature not specified in the itinerary.

5 Reservations

- 5.1 On confirmation of the booking the Client shall pay the Company a non-refundable deposit of 30% on accommodation for land arrangements with additional variable deposit charge for shared or private light aircraft flights and advance full payment for commercial flights and permits.
- 5.2 The balance owing on the invoice must be received by the Company 75 days prior to departure. Failure to do this may result in the booking being cancelled and the deposit being forfeited.
- 5.3 In the event of any reservation being made less than 75 days prior to departure the total price of the invoice is due immediately on confirmation and is non-refundable.
- 5.4 The Company reserves the right to cancel any reservation for which payment has not been made by due date, in which event, any deposit paid will be forfeited to the Company.
- 5.5 Documentation is only prepared on receipt of full and final payment of the invoice.
- 5.6 Confirmation of booking and payment of the deposit shall constitute acceptance of the Company's reservation terms and conditions of business by all Client and all the guests listed in the itinerary.

6 Payment and Penalty Fees

- 6.1 The Company will accept payment in cash at the quoted tour price to our offshore Company. Payment by TT (telegraphic transfer) or EFT (electronic foreign transfer) will constitute a cash payment. The Client is liable for all bank charges incurred through TT/EFT or any payment made to the Company.
- 6.2 The Company may, upon request, facilitate payments by Credit Card through an onshore entity. Such payments will be subject to the applicable Value Added Tax (VAT) and Credit Card processing fees. Consequently, an additional charge of 18% will be levied over and above the quoted tour price.
- 6.3 The Company reserves the right to charge a booking fee and/or a handling fee which will be included in the total price.
- 6.4 In the event of a Client cancelling his/her reservation for any reason, such cancellation must be made in writing and in such instances cancellation charges will be levied as follows:
 - 6.4.1 Deposits are non-refundable;

- 6.4.2 If cancellation is made within 75 days of date of travel, 100% of the total booking cost will be charged.

Should you fail to take up your booking or tour, or join it after departure or leave it prior to its completion, no refund can be made and no credit will be granted.

Special Note: The Company contracts the services of third party operators who have their own cancellation policies. These may not be the same as ours; however they must be adhered to. Some of these third parties may require partial or full payment to confirm a reservation. In the event of a cancellation, a greater deposit may be forfeited in line with the third party's cancellation policies.

- 6.5 All travel arrangements are subject to the booking conditions and cancellation provisions of the supplier.
- 6.6 Amendments and all cancellations en-route must be made with the Company directly. Please note that en-route cancellations and amendments may incur additional fees as determined by the Company. Any such amounts due as a result of such amendments/cancellations made directly with the Company are payable directly to the Company immediately.
- 6.7 Amendments to confirmed reservations may at the Company's discretion incur an amendment fee.
- 6.8 No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive itinerary price or whether they are in respect of pre-booked optional arrangements. The Company shall not be liable for any loss, damage or expenses should sickness or an accident interrupt a tour and no refund shall be made, whether total or partial, of money paid.
- 6.9 Clients and their guests are obliged to obtain adequate travel insurance.

7 Hotels, Lodges and Operators

The Company reserves the right to substitute hotels, lodges or operators or other services listed with others of a similar or higher category at no additional cost to the Client even after commencement of the tour.

8 Special Requests

Special requests must be made in writing at the time of booking. The Company will endeavour to comply with the special requests which will be for the cost of the Client, but cannot guarantee that such requests will be met. Accordingly, the Company assumes no liability in this regard.

9 Travel documents, Passports, Visas, Vaccinations, Re-entry permits and international driver's licences.

- 9.1 All Clients will be personally responsible for ensuring that they are in possession of the correct documentation prior to their departure.
- 9.2 The Company shall not be responsible for any consequences whatsoever should the Client fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. Due to the constantly changing requirements of each country, the Company shall not be responsible or liable for any information which it or its representatives may furnish to the Client in relation to the above.
- 9.3 Should the Company be required to courier documents, any costs incurred will be for the Client's account.
- 9.4 If Clients intend to drive a rental car, they should obtain an international driving permit from their local transport authority. The Client must also be in possession of his/her local driving licence and produce same at the car rental check in counter.

10 Insurance

10.1 All Clients are obliged to and are solely responsible to take out comprehensive travel insurance and to familiarise themselves with any exceptions and conditions as may be imposed by the insurance company or underwriters issuing the policy of insurance which they select. The Company shall not be responsible or liable:

10.1.1 for any information which it or its representatives furnish in relation to travel insurance; or

10.1.2 for filing/prosecuting a claim on the Client's behalf against any insurer/underwriter who has issued a policy to the Client; or

10.1.3 for any claim disputed/rejected by the insurers.

11 General Information

11.1 The Company shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representations, term, warranty or condition expressed or implied shall be considered to be or have been made or agreed or implied by reference to any other writing, advertisement or conversation.

11.2 No indulgence, which the Company may grant to any party, shall constitute a waiver of any of the rights of the Company who shall not thereby be precluded from exercising any rights against the Client which may have arisen in the past or which might arise in the future.

11.3 Should an itinerary involve a specialist guide or a tour escort the Client shall be obliged to comply with all reasonable instructions of such specialist guide/tour escort. The Company reserves the right to terminate the itinerary of any Client who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed specialist guide/tour escort, and /or causes any wrongful disruption, disturbance or nuisance to any other Client, traveller or service provider.

11.4 All Clients shall comply with any prohibition on smoking imposed on any aircraft, vehicles and at any hotel, lodge, or property in the itinerary.

12 Disabled Passengers

There are a number of properties that offer wheelchair and disabled facilities; however, the charter companies, for the transportation of wheelchairs, often levy an additional charge. There are some destinations that do not offer disabled facilities.

13 Wild Animals

Please be aware that these 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. Neither the Company, nor its employees, directors, representatives or agents can be held responsible for any injury or incident on the safari, or any other activity that is listed on the itinerary. Also note that most camps are not fenced. It must be accepted that there may be some inherent risk of danger in an area where wild animals roam free. Every precaution is taken by the hotels, lodges, properties or service providers to ensure their guests' safety, however you will be asked to sign a disclaimer of liability upon check-in. Irrespective of whether you sign a disclaimer upon check-in, by acceptance of these terms you indemnify and hold harmless the Company against any claims arising from injury or incident on the safari, or any other activity that is listed on the itinerary.

14 Governing Law, General Provisions and Data Protection

- 14.1 This agreement is made subject to and shall be governed by and construed according to the laws of Mauritius.
- 14.2 The Company acts as a booking agent only and makes your travel arrangements and reservations with the tour operators and service providers on your behalf. Accordingly, the Company does not take any responsibility for, and you indemnify the Company against, any loss or damages arising or suffered by you or any other party from any acts or omissions on the part of the tour operators and/or service providers.
- 14.3 The Company cannot be held responsible for any inaccuracies or changes that may occur after the printing of your itinerary.
- 14.4 The Company shall comply with its obligations arising from the data protection and privacy laws in force from time to time (Data Protection Laws) to the extent that those obligations are relevant to these terms and conditions. In particular, where the Company has access to any personal data of a Client or any personal data provided by a Client (Personal Data), the Company shall protect such Personal Data as required by applicable Data Protection Laws, including but not limited to the following: (a) implementing and maintaining an information security program with reasonable administrative, technical, organisational and physical measures designed to secure and protect the confidentiality, integrity and availability of all Personal Data while in the Company's possession against unauthorised, unlawful or accidental access, use, disclosure, transfer, destruction, loss or alteration, and where needed implement additional data security controls and processes for the transmission, exchange, storage, processing or other use of Personal Data as described in such procedures; (b) ensuring that its personnel engaged in the performance of the Company's business maintain confidentiality of any data affected by Data Protection Laws; (c) not using such Personal Data other than for the purposes of this Agreement, unless required or authorised by law; (d) not disclosing such data without the written consent of the Client, unless it is required by law; and (e) immediately notifying the Client upon it becoming aware of any breach or potential breach of the Data Protection Laws in connection with, or as a result of, the performance of its obligations.
- 14.5 These terms and conditions may be updated from time-to-time in the Company's sole discretion and you agree to be bound by the governing terms as may be applicable at the relevant time should any dispute arise.

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