



## **CHALO AFRICA INC.**

### **TERMS AND CONDITIONS**

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#### **Chalo Africa Inc**

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## 1. Agreement:

- 1.1 The terms and conditions set forth in this agreement (also referred to as “**Terms**”) constitute the entire understanding and agreement between you the tour participant and Chalo Africa Inc. (“**Chalo Africa**”, “**CA**”, “**we**” or “**us**”) with respect to any and all bookings, reservations, tours or transactions made with Chalo Africa Inc.
- 1.2 By booking a tour with us, paying a deposit or signing this agreement, you accept all terms in this agreement on your own behalf and on behalf of all persons listed on the booking, including any minor under your custody, care or control (“**Minor**” or “**Child**”) also referred to individually as “**Traveler**” and collectively as “**Travelers**” and direct us to perform services for each and every traveler.

2. **Responsibility/Third Party Suppliers:** You understand that CA will contract with independent contractors at the identified destination(s) of travel (“**Destination(s)**”) to provide certain services in relation with the proposed travel (“**Travel**”), including transportation, ground handling, lodging/boarding, provision of food and beverages, travel services, guide services, etc. (“**Third Party Suppliers**”). The services provided by Independent Contractors are offered subject to the terms and conditions contained in the tickets, exchange orders, vouchers or other agreements issued by them.

## 3. Reservation and Payment:

- 3.1 Based on its experience and extensive knowledge, CA makes customized reservations suited to your desires. CA uses its best efforts, in good faith, to tailor its recommendations to your profiles and goals. Because of environmental, political, personality and other unknown variables, CA can make no express or implied guarantee as to the outcome of your experience. We reserve the right to treat any reservation that is not fully paid according to the reservation and payment terms as a cancellation and subject to the cancellation terms below.
- 3.2 Tours that are booked more than 90 days prior to the tour's start date are confirmed solely upon receipt of a 30% deposit (“**Deposit Payment**”) of the safari quote by the due date specified on the invoice. Failure to remit your deposit on time may result in an automatic release of the confirmed space, and the possible inability to reinstate your reservation. CA’s written acknowledgement to you of the receipt of your deposit shall constitute acceptance and confirmation of the reservation.  
Note: Trek permits are billed as a separate cost and must be paid in full at the time of booking to confirm a space on the tour.
- 3.3 The remaining balance of the tour cost (“**Balance Payment**”) is due and payable not later than ninety (90) days prior to the date of commencement of your tour. If the balance has not been received by that date, CA and its Third Party Suppliers shall be

- entitled, at their discretion, to treat your reservation as canceled and your deposit forfeited. Delay in making the balance payment to CA may attract a 5% surcharge.
- 3.4 If the start date of the tour is within ninety (90) days of the issue date of the invoice then a 100% payment (“**Full Payment**”) will need to be made to CA by the due date specified in the invoice in order to confirm the reservation. The invoice will be issued at the time of booking.
- 3.5 Some landing fee, departure taxes, immigration fees, national park fees, tracking permits and the like, in certain African countries must be paid in cash at the time, except when stated to have been included in your quotation.
- 3.6 Bookings are conditional upon you, the traveler, signing and returning the Booking Terms and Conditions and the Liability Release, Assumption of Risk, and Indemnity Agreement, attached, at the time of paying the deposit.
- 3.7 Payments can be made by check, wire transfers, or credit card.
- 3.8 Credit/Debit card chargeback policy: If you are not happy with our services for any reason, you agree not to file a chargeback with your credit or debit card before you have given us an opportunity to address the matter. Your satisfaction is very important to us and we strive to stand behind our products and services. We will work to address any issue that you might have. By signing this agreement or booking a tour with us, you agree that chargebacks are not an appropriate way to avoid our cancellation and refund policy. We will vigorously dispute any chargeback and reserve the right to report fraudulent chargebacks to authorities. **Should we win any chargeback that you initiate, you agree to reimburse us for our attorney’s fees, time, cost and expenses in rebutting the charge back.**
- 3.9 In case the itinerary requires the travel costs to be paid in South African Rand (ZAR), Namibian Dollars (NAD) or Euro (EUR), the rate of conversion shall be considered by CA as the selling rate of the bank on the date the invoice is issued.
4. **Tour Prices:** Unless otherwise indicated by the trip itinerary, the tour price does not include charges towards visa, passport, and vaccination; departure, airport, and airline taxes; international flights; extra meals and activities not included in the itinerary; fine wine, champagne, and other excluded beverages; laundry, postage, personal clothing, and medical expenses; emergency evacuation charges; tips/gratuities and excess we charges; and/or travel insurance. CA is not responsible for any errors or omissions in any quotes or advertisements, including information posted on its website, which occur as a result of its reliance on incorrect information supplied by third parties.
5. **Cancellations, Postponements and Refunds:**
- 5.1 Any cancellation of a reservation must be in writing via email, and shall be effective only upon its acknowledged receipt by CA.

## 5.2 Cancellation of bookings will be subject to the following terms:

- Cancellation from confirmation date until 91 days from tour date – you forfeit the 30% deposit and any other non-refundable costs already paid, including but not limited to the costs of permits.
- Cancellation ninety (90) days or less from tour date – you forfeit 100% of the tour cost.

Our cancellation and refund policy takes into account the fact that we must advance to our suppliers' deposits for their services, which are often non-refundable.

## 5.3 While on the tour, if you complete only a portion of the tour booking and depart early for any reason, any unused portions of your tour or services cannot be refunded.

## 5.4 Any request to modify your reservation must be in writing, and CA's agreement thereto shall be at its sole discretion. If CA agrees to modify your reservation as requested, it reserves the right to charge an administration fee of up to \$ 300 per traveler per change. Significant change requests, such as a change in trip dates, will be treated as a cancellation and subject to CA's cancellation fees. Unfortunately, no consideration of refunds can be given for:

- (1) Lost travel time or voluntary substitution of facilities;
- (2) Itineraries amended after departure;
- (3) Circumstances arising beyond CA's control, or those of the booked ground operators, necessitating alternative arrangements to ensure the safety and/or further participation and enjoyment of your tour;
- (4) Failure to appear for any accommodation, service, sightseeing or tour segment without notifying and getting CA's approval, reasonably in advance of the scheduled service;
- (5) If a flight or other delay for any reason prevents you from joining the tour during any point of the tour, it will be considered as a 'no show';
- (6) If you leave your tour after it has begun, or missed any scheduled sightseeing, schedules or accommodations; or
- (7) Unused services should you leave the tour for any reason, voluntarily or involuntarily, including but not limited to for reasons relating to illness, pandemic, quarantine, and government or third party restrictions or limitations, non-grant of visa, expiry or loss of passport or any other document required for participating or continuing with the tour

## 5.5 Refunds, if any, take at least forty five (45) days to process.

## 5.6 There are no exceptions to this cancellation and refund policy, including for reasons related to weather, terrorism, civil strife, airline default, strikes, personal, family or medical emergencies, your decision to not go on a tour because of governmental/travel warnings or advisories, including but not limited U.S. State Department or World Health Organization warnings, or any other circumstances

beyond our control. For this reason, we strongly suggest that you secure comprehensive trip cancellation and interruption insurance in order to participate on a tour. We also highly recommend that you consider securing "cancel for any reason" travel insurance, which must be obtained soon after your first deposit is paid for your travels.

**6. Lack of Control Over Service, Transport and Lodging providers:**

- 6.1 CA acts as a booking agent, when requested or as necessary, for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services ("Third Party Suppliers"). While we use our best efforts to select the Third Party Suppliers for these components of your tour, you acknowledge that you are aware and clearly understand that these Third Party Suppliers are independent contractors, are not managed or controlled by us, and are not our agents or employees. Components of the trip are offered by independent suppliers. The services provided by Independent Contractors are offered subject to the terms and conditions contained in the tickets, exchange orders, vouchers or other agreements issued by them, and the local laws and regulations of the relevant country. We will not provide any refund for a Third Party Supplier's delay, cancellation, overbooking, or strike. You acknowledge and agree that CA is not responsible for and cannot be held liable for any negligent or willful act or failure to act of any Third Party Supplier, or of any other person or entity.
- 6.2 To protect the safety of travelers, CA reserves the right to cancel any itinerary or any part of it, and to make such alterations in the itinerary as it deems necessary or desirable without prior notice. CA shall not be deemed to be in breach of these terms and conditions or otherwise liable to you, by making these necessary changes.

7. **Cancellation and Changes by CA:** In the event of CA exercising its rights to amend or alter any Itinerary, including but not limited to trip dates, due to Force Majeure or non-Force Majeure reasons (see definition of "Force Majeure" in Section 9 below), after confirmation of Reservation, Traveler may, if offered by CA at its sole discretion:

- a) Continue with the Travel as amended or altered; or
- b) Accept any alternative Itinerary which CA may offer.

In either of these above cases, Traveler shall not be entitled to and CA shall not be liable to the Traveler for, any damage, additional expense, costs, expenses, losses suffered by the Traveler, including refund of part or whole of Travel Costs. Note that CA does not have any special knowledge about the financial condition of its

Suppliers and shall not be liable to Traveler should a Supplier fail to deliver services for Travel at any time, including with respect to an alternative Itinerary. Options a and b above shall not constitute a cancellation of the trip by CA, rather they shall constitute a postponed or rescheduled trip.

If CA cancels Travel and does not offer options a and b in this section, which is rare, CA in its sole discretion may but is not obligated to provide you with a check for a full refund less any airline ticket cancellation fees, nonrefundable deposits advanced to supplier for your trip, any other third party cancellation charges, and our administration fee of \$500 per traveler (“Administration Fee”). This refund will constitute full settlement of claims you may have arising out of our cancellation. In some cases, once such deductions are made, there may be nothing available to refund. This Administration Fee is for work involved in CA’s planning, booking and management of your Itinerary from the moment Travel is booked.

CA reserves the right to cancel any Travel due to insufficient sign-ups on fixed departures where the lack of sufficient sign-ups are unrelated to Force Majeure, which makes the Travel economically unfeasible to undertake. In such an event, a full refund of the Travel Costs will be provided to you. However, CA is not responsible for additional expenses or indirect or consequential costs and expenses, of any nature, incurred by the Travelers in connection with the cancelled Travel. For this reason, we encourage you to purchase trip cancellations and interruption insurance at the time of booking that allows you to cancel for any reason.

## 8. Risks

8.1 **THERE ARE CERTAIN INHERENT RISKS, FORESEEABLE AND UNFORSEEABLE, INVOLVED IN PARTICIPATING IN THE TYPE OF TOURS RECOMMENDED AND SOLD BY CA. YOU, ACCORDINGLY, ACKNOWLEDGE THAT THERE ARE INHERENT RISKS, AND VOLUNTARILY ASSUME THOSE RISKS.**

8.2 It is your sole responsibility to take all appropriate medical advice prior to departure as to whether you are fit enough to undertake the tour booked. CA shall not be liable for illness, injury or death sustained on a tour recommended or sold by CA, its officers, employees, authorized representatives or agents.

## 9. Force Majeure

9.1 “Force Majeure” means, in relation to CA, any circumstances beyond the reasonable control of CA including, but without limitations, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, or requisition, pandemic, epidemic, sickness, quarantine, government interventions, weather conditions, terrorism or threat thereof, strikes or labor disturbances, demonstrations, riots or civil unrest, criminal activity, supplier

default or insolvency or other untoward occurrences. If CA's booked tour is affected by Force Majeure, CA shall forthwith notify you of the nature and extent thereof.

- 9.2 CA shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance or by non-performance, of any of its obligations hereunder, to the extent that any such delay or non-performance is due to any Force Majeure.
- 9.3 If CA is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the tour. We regret that no refunds will be provided if we take any of the preceding actions due to Force Majeure, unless and to the extent we are able to obtain any refunds from our Suppliers. Any refund under this section will less the reasonable actual and potential costs to CA of the Force Majeure, as well as our \$500 Administration Fee. This policy is based on the fact that Suppliers, who are often located outside the United States, are not obligated to return non-refundable deposits or waive their cancellation fees in the case of Force Majeure. Further, it is not assured that we would easily be able to receive any refunds from our Suppliers once we have forwarded your deposits to them. Nor will we be able to pay you any compensation, costs or expenses you incur as a result. If you choose to cancel your tour, our standard cancellation terms that govern when a traveler cancels apply.
- 9.4 Regarding civil unrest, once CA has investigated the prevailing situation, it shall remain in CA's sole and absolute discretion whether to proceed with the tour. However, if, after having made reasonable and proper enquiries, CA is of the opinion that the tour can proceed, no refund will be payable to you, and the provisions of Section 5 shall apply.
- 9.5 CA reserves the right to substitute items listed on the tour description, including but not limited to lodges, hotels, vessels or attractions, if required by circumstances beyond its control or for the convenience or well-being of travelers.

## **10. Insurance and Medical**

- 10.1 CA requires that you obtain the following types of insurances which are commercially available, and effective for use:
- Emergency medical evacuation and accidental death and disability
- 10.2 CA also strongly advises that you obtain insurance for:
- Trip/Tour cancellation
  - Trip/Tour interruption
  - Medical treatment
  - Loss of personal effects
- 10.3 The Traveler is responsible for ensuring that appropriate coverage is in place and for providing CA with full details of the coverage at the time the reservation is

confirmed. Under no circumstances is CA obligated to refund the cost of any purchased travel insurance.

- 10.4 While the personnel of CA and/or the Third Party Suppliers at the safari camps offered by CA during the Travel will assist Travelers, such personnel may not be medically qualified and will not be responsible for providing any medical diagnosis, advice or treatment to the Travelers. CA, or the Third Party Suppliers, guides or personnel at the camps offered for stay by CA, are not responsible for covering any costs incurred for medical treatment or any evacuation of Travelers during Travel, nor are they responsible for any complications which may result from a delay in arranging any medical attention or evacuation.
11. **Surcharges:** Although CA anticipates and hopes that it will not need to levy surcharges, it reserves the right to do so on the invoice payment, if this becomes necessary due to unanticipated governmental taxes, national park and conservancy entrance fee, airfares and permit fees. The Company will endeavor to notify you in writing as soon as it is aware of any likely surcharge (depending on the circumstances). If the surcharge is not paid within such time as specified on the invoice, the Company may construe such non-payment as an act of cancellation on your part and the provisions of Section 5 shall apply. Any refund made by CA shall be at its sole and absolute discretion.
12. **Booking Terms and Conditions:** The Booking Terms and Conditions and the Liability Release, Assumption of Risk, and Indemnity Agreement (collectively, "Trip Terms") govern the relationship between CA and you, to the total exclusion of any other bookings, terms and conditions. No alteration to the Trip Terms may be made unless agreed to in writing by CA. All decisions and matters subject to CA's discretion shall be made by an authorized officer of CA.
- 13. Transport by Land, Sea and Air**
- 13.1 Transport by Land, Sea and Air is subject to the terms and conditions of the carrier with whom you travel, and to international conventions, some of which may limit the carrier's liability. Land, Sea and Air travel are also subject to operational decisions of carriers, airports and seaports which may result in cancellations, delays or diversions, over which CA has no control, and for which CA accepts no liability whatsoever.
- 13.2 Flights worldwide will usually be carried out by internal and international airlines and or established charter companies. You also may be asked to sign further indemnity agreements in respect of the owners and operators of the aircraft flown. CA will not be privy to, and/or otherwise be liable under, any such agreements or



other contracts between you and the carrier, even if CA books such flights for you as a convenience to you.

14. **Baggage:** Temporary or permanent loss of baggage and personal effects is the responsibility of yourself or the carrier. CA hereby specifically excludes any and all liability in connection with loss or damage to any baggage of the Traveler. All costs incurred for lost, misplaced, damaged or delayed baggage are at the owner's expense. CA recommends travelers obtain appropriate insurance to cover this occurrence.
  
15. **Travel Documents and Vaccinations:** You and those traveling with you assume sole responsibility to independently confirm that passports, visas, travel permits, health certificates, vaccinations, inoculations, birth certificates, international driving license, medical and travel insurance and other entry and/or travel requirements for each of your destination are obtained and are in order. You hereby release CA from any and all damages incurred as a result of your failure to comply with all applicable travel requirements. You are solely responsible for any adverse consequences, including additional costs and fees, resulting from incomplete or defective documentation. Passport and visa requirements may change at any point in time. It is the responsibility of each traveler to acquire the most up to date travel documents. CA does not represent that the list is exhaustive or current. It is the sole responsibility of each traveler to obtain the necessary documentation for all aspects of their tour.
  
16. **Special Requests:** You must advise CA in writing of any special requests, e.g. diet or facility, when you submit your reservation to CA who will, if possible, oblige.

#### 17. Disputes

If you have any cause for complaint while traveling, you must immediately bring it to the attention of CA's local representative and the booked ground operator, in writing, who will attempt to resolve the situation. Failure to do so while you are on the tour will extinguish or reduce your ability to claim compensation from CA. Any complaints submitted after the tour has ended must be submitted to CA in writing 30 days or less after the last day of the tour, as specified on your itinerary. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility for any added costs you may incur and forfeit any potential refunds. CA will not be liable for, or otherwise ensure payments towards deficiency of services of a Third Party Supplier, in any manner whatsoever.

Settlement of any unresolved dispute concerning, relating or referring to this Agreement, or the Tour itself, shall initially be attempted by mediation, according to the laws of New Mexico, each party to bear half the costs of this mediation.

If the mediation fails to resolve the dispute, any such dispute concerning, relating or referring to this Agreement, or the Tour itself, shall be resolved exclusively by binding arbitration according to the then existing commercial rules of the American Arbitration Association in New Mexico, United States. Such proceedings will be governed by substantive (but not procedural) New Mexico law and will take place in New Mexico itself. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, the participant and CA are waiving the right to a trial by jury.

18. **Consent:** The payment of the deposit or any other partial payment for a reservation on a safari tour constitutes consent to all provisions of the booking, and the conditions and general information which has been supplied to you. The terms under which you agree to take this tour cannot be changed or amended, except in writing signed by CA.
19. **Money Paid to Booking Agents:** If your safari tour is booked with an agent, your booking agent will forward deposits and other payments to CA on your behalf. Since your booking agent is not our agent for the purpose of receipt of monies, there is no liability on our part unless and until we notify you (by way of a Booking Confirmation) that monies paid have been received by us. CA will issue a Booking Confirmation to your agent immediately upon receipt of their payment on your behalf.
20. **Conditions of Booking:** You shall comply with the instructions of CA's representatives at all times. No traveler shall be accepted or be permitted to continue on a safari tour while their status or mental or physical condition is, in the opinion of any representative of CA, or the booked ground operator, such as to render them incapable of caring for themselves or make themselves objectionable to other travelers or become a hazard to themselves or other travelers. CA reserves the right to decline to accept as a Tour participant, or remove from a Tour, without refund, any person CA judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other Tour participants, leaders or third parties, or who CA determines to detract from the

enjoyment of the Tour by others. CA will not be responsible for expenses by such persons precluded from completing a Tour for this reason.

21. **Severability:** If any provision of this agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable, and which achieves, to the extent possible, the original objectives and intent of the original provision.
22. **Notice of Enforceability:** Please remember, when you book tour related services with CA, you are entering into a binding agreement that assumes all terms and conditions are fully understood, as stated in this document.
23. **Updating of Terms and Conditions:** We reserve the right to update or alter these Terms any time, including but not limited for reasons related to Force Majeure. Any amendment will take effect immediately upon being posted on our website at <https://www.chaloafrica.com/docs/terms-and-conditions.pdf> and you will be notified in writing by email. Your continued use of the services, participation on one of our tours, or use of the CA Portal constitute acceptance of any amendments that we make to these terms.
24. **Compliance with Local Laws and Trip/Tour Etiquette:** You must strictly comply with all local laws and health requirements, respect local customs and culture, respect other tour members and their privacy, follow the suggestions and advice of your assigned guide. The decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others.
25. **Privacy Policy:** By agreeing to CA's Terms and Conditions, you also agree to CA's Privacy Policy available at <https://www.chaloafrica.com/docs/privacy-policy.pdf>
26. **Disclaimer of Warranties and Limitation of Liability:** While reasonable attempts have been made to ensure that all facts/contents/information on any document related to CA is accurate, CA expressly states that the traveller should verify it on their own as well.

27. **Successors and Assigns:** This agreement shall inure to the benefit of and be binding upon CA and the Traveler and their respective heirs, legal personal representatives, successors and assigns.

28. **Merger:** This agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. This agreement supersedes all prior negotiations and agreements.

I have read this entire agreement, and I am signing it freely. I understand that there is a legally binding contract, whether signed electronically or by pen-and-paper. No other representations concerning the legal effect of this document have been made to me. My signature applies to all pages of this agreement.

Signature.....

Print Name.....

Date.....

**Parents and/or Legal Guardians must sign for participants under the age of 18 years.**

Signature of Minor Participant's Parent/Guardian.....

Print Name of Participant's Parent/Guardian.....

Print Name of Minor.....

Date.....