



SAFARI BOOKING AGREEMENT

1. Parties and Definitions

This Agreement is between:

Classic Explorations (Pty) Ltd Reg: 2016/526462/07 (trading as "Explorations") 24A Birnamwood Road, Merrivale Heights, Howick, South Africa, hereinafter referred to as "Explorations"

and

the individual(s) named below, hereinafter referred to as the "Client".

"Tour Price" means the total fee in USD for the safari, as set out in the confirmed and agreed itinerary.

2. Booking and Deposit

2.1 Confirmation: A Tour is booked when:

- (i) The Client returns a completed Booking Form,
- (ii) Explorations receives the Deposit (as defined below), and
- (iii) proof of required travel insurance (clause 4) is provided.

2.2 Deposit: A 50% deposit of the Tour Price ("Deposit") is due on booking. This includes a non-refundable administrative fee equal to 25% of the Tour Price (covering supplier fees and permits and non-recoverable costs incurred by Explorations, including but not limited to vehicle rentals, lodge/hotel deposits, and administrative logistics).

2.3 Balance: The remaining 50% ("Final Payment") is due 90 days before departure. If booking within 90 days of departure, the full Tour Price is due immediately.

2.4 Price Changes: Explorations may adjust the Tour Price for increases in costs (exchange rates, fuel, taxes). If total surcharges exceed 10% of the original Tour Price, The Client may cancel within 14 days of notice and obtain a full refund of all monies paid (except the non-refundable fee). Otherwise, all fees are due as above.

2.5 Single Supplement: A single supplement will be charged if The Client wishes to have single accommodation. This single supplement is based on the estimated actual cost of a single room for the duration of the safari or the requested nights on the safari. In some cases, single rooms might be of inferior quality to double rooms and this would have been taken into consideration in the



calculation of the single supplement.

2.6 Payments: Payments should be made directly to your travel agent in the currency specified by your travel agent.

3. Cancellation by The Client

3.1 Client Cancellation: If The Client cancels, cancellation charges on the Tour Price apply as follows:

- 91+ days before departure: 25% forfeited.
- 31–90 days before: 50% forfeited.
- 30 days or less: 100% forfeited (no refund).

3.2 Exception: No cancellation fee is charged if The Client cannot travel due to death or hospitalisation of the booked person (with written proof). Otherwise, the above scale applies.

3.3 No-Show: Failure to commence the Tour ("no-show"), or leaving the Tour early for any reason, is treated as cancellation under this clause, and no refund is due.

3.4 Refunds: Any refund due under this clause will be paid within 30 days after confirmation of cancellation. Refunds are via the original payment method.

4. Cancellation by Explorations

4.1 Explorations Cancellation: Explorations may cancel a confirmed Tour (for example, if minimum numbers are not met or for safety reasons). In that case, The Client may receive either:

- (a) a full refund of all payments made, or
- (b) transfer to an alternative Tour of equal value. No penalty will be charged to The Client for such cancellation.

4.2 Force Majeure: If a Force Majeure Event (defined below) makes performance impossible, Explorations may cancel or suspend the Tour. The Client will be offered either a full refund of payments or credit toward a future Tour.

4.3 Notice: Explorations will give as much notice as practicable of any cancellation. Explorations is not liable for The Client's incidental costs (flights, visas, insurance) beyond refunding Tour payments.

5. Included and Excluded Items

5.1 Included: The Tour Price includes accommodations and activities, airport transfers, hosting/guiding, 4x4 and equipment rental, certain meals and drinks, as specified in the itinerary.

5.2 Excluded: The Tour Price excludes international and regional flights, visas, travel insurance, tips, personal expenses (laundry, phone calls, Wi-Fi), extra activities not listed as included, extra meals not listed in the itinerary, and any other health-related costs (testing, quarantine). Food, fuel, firewood, and cross border fees all relating to the self drive / self catering aspect of the tour are always for each "teams" own account.

6. Health, Fitness and Medical Requirements

6.1 Good Health: Clients must be in good general health and able to undertake an active safari. Any medical condition or physical limitation must be disclosed in writing.

6.2 Specific Abilities: Clients must be able to: climb up/down ladders into rooftop tents, walk on uneven or sandy terrain, endure long outdoor days, and use basic outdoor facilities.

6.3 Right to Refuse: Explorations may, at any time, require a Client to withdraw from the Tour if, in the guide or hosts' opinion, their condition poses a safety risk. In such a case, clause 3.3 applies (no refund), and any repatriation costs are The Client's responsibility.

6.4 Insurance Documentation: Client shall supply Explorations with travel insurance provider name, policy number, and emergency contact before departure. Explorations may refuse travel if adequate insurance is not confirmed.

7. Travel Insurance

7.1 Mandatory Insurance: The Client must have comprehensive travel insurance covering medical expenses and repatriation. The policy should also cover trip cancellation, lost luggage, and personal liability.

7.2 Proof of Insurance: The Client must provide insurance details (company, policy number, 24-hour emergency number) to Explorations at booking or before departure. Failure to do so may result in suspension or cancellation of the booking (clause 3.3 applies).

8. Air Travel and Other Transport

8.1 Flights: Explorations does not book international flights. We will advise on domestic arrangements if requested. We will book domestic/regional flights on behalf of The Client through our trusted travel agent in South Africa, where this forms part of a structured private safari. Any independently booked flights are at The Client's risk.

8.2 Transfers: Explorations can arrange airport transfers, hotels, or extra services on request. The Client will be charged extra fees for these services.

8.3 Responsibility: Explorations is not liable for delays, cancellations or losses resulting from independently booked flights. The cancellation policy (clause 3) governs any missed Tour due to flight issues.

9. Liability and Indemnity

9.1 Explorations' Duty: Explorations will exercise reasonable care in arranging the Tour. However, exploring remote areas involves risks. Explorations' liability is limited as set out below.

9.2 Liability Cap: In any event, Explorations' maximum liability for loss or damage is equal to the total tour price per person.

9.3 Excluded Liability: Explorations is not liable for loss of personal property, indirect damages, or delays beyond its control. Explorations also disclaims liability for any death, injury, or illness resulting from the acts or omissions of third-party suppliers (hotels, transport, guides).

9.4 Negligence: Explorations is only liable for physical injury, death or illness to a Client if caused by Explorations' own gross negligence or willful misconduct.

9.5 Client Responsibility: The Client agrees to indemnify Explorations against any claims arising from Client's negligence, misconduct or failure to follow instructions.

9.6 Acknowledgment of Risk: The Client acknowledges adventurous travel risks (wildlife, terrain, weather) and agrees that Explorations has explained known risks. Client accepts those risks and releases Explorations to the fullest extent permitted by law.

9.7 Force Majeure Definition: A "Force Majeure Event" is an unforeseeable event outside a party's control (e.g. war, epidemic, natural disaster, strike, governmental restrictions). No party is liable for delay or non-performance caused by a Force Majeure Event.



10. Data Protection and Privacy

10.1 Data Use: Explorations collects The Client's personal and health data (name, passport, medical history, etc.) to provide tour services and for safety. This data is retained securely for booking administration.

10.2 GDPR/POPIA Compliance: The Client consents to Explorations processing personal information as needed for the Tour. Explorations will comply with POPIA requirements on data security and Client rights.

10.3 Access and Deletion: The Client may request access to or deletion of their data. Except as required for legitimate contract purposes, Explorations will delete personal data when no longer needed.

10.4 Disclosure: Explorations may share relevant data (passport, health information) with suppliers and authorities as required. Otherwise, data will not be sold or used for marketing without explicit consent.

11. Notices

All notices under this Agreement must be in writing and sent by email or registered mail to the addresses provided above. Notice is deemed given on receipt.

12. Assignment

Neither party may assign this Agreement or rights hereunder without the other's prior written consent (except that Explorations may assign to an affiliate).

13. Severability

If any clause of this Agreement is held invalid or unenforceable, the remainder shall survive and remain effective.

14. Entire Agreement

This Agreement (including any attachments and tour itinerary) is the complete agreement between the parties. No other terms apply unless expressly agreed in writing and signed by both parties.

15. Amendments

Any change to this Agreement must be in writing and signed by both parties (a director of Explorations and The Client).

16. Termination

Either party may terminate this Agreement for material breach by the other party, after giving 30 days' written notice to cure. The Client remains liable for any outstanding obligations up to termination.

17. Governing Law and Jurisdiction

This Agreement is governed by the laws of South Africa. All disputes shall be resolved in the agreed forum or courts of the governing law.

18. Dispute Resolution

In the event of a dispute, parties will first attempt mediation. If unresolved, disputes will be decided by arbitration in South Africa under the rules of the agreed arbitral body.



Signature:

I, The Client, have read, understand and accept these Terms and Conditions. I also confirm that the information provided is true.

Client Name(s):

Signature(s):

Date:

Explorations Representative Name:

Signature:

Date:
