



# BELLINGHAM SAFARIS

WORLDWIDE WILDLIFE EXPERIENCES

Reg. 2014/128736/07

## TERMS AND CONDITIONS

**CONSUMER PROTECTION ACT ('CPA') NOTICE - Please read the following carefully & proceed accordingly:**

### IF YOURS IS **ONLY AN ENQUIRY AND NOT A BOOKING:**

1. Please peruse our website at your leisure & submit your enquiry to us.
2. However, if in the process of perusing our website or any of the hyperlinked websites, you come across anything that is not clear, please contact us to clarify what you are not sure about.

### IF YOURS IS **A BOOKING:**

- The CPA in section 49 requires of us to bring to your attention certain aspects – we've done that by underlining certain clauses
- The CPA in section 49 also requires of us to 'Spell out' risk(s) of certain aspects & activities – these clauses have been typed in bold & underlined & it requires you to read the same very carefully, if required ask Bellingham Safaris to explain it to you as you will be deemed to have read & understand & accept to be bound by it. The CPA in section 41 also requires of us to clarify any '*apparent misapprehension*' you may have – if you have such a '*misapprehension*' DO NOT accept the T&C & go back to '**ONLY AN ENQUIRY**' above & follow those steps
- If anything is STILL not clear or you STILL have a '*misapprehension*' or FAQ has not answered your question(s), mail or phone or visit us AGAIN BEFORE making a booking.
- If you are finally satisfied that all your queries have been addressed to your satisfaction, then Read the T&C, & proceed.

The terms and conditions set out below (*the Conditions*) apply to all enquiries, advice, quotations or estimates provided by or bookings made and/or all services rendered by or on behalf of and forms the basis of the contract between Bellingham Safaris (Pty) Ltd (hereinafter referred to as '*Bellingham Safaris*') and the client and those on whose behalf the client has signed for on the Client Information Form. Electronically submitted Client Information Forms are deemed to have been signed by the persons submitting the Client Information Form.

**Please do read our booking Conditions before completing and submitting the Bellingham Safaris Client Information Form ('the Client Information Form') as you will be deemed to have read, understand and agree to be bound by the Conditions.**

### 1) Reservations

Reservations for a tour with Bellingham Safaris tour requires a completed Client Information Form and a **non- refundable deposit** of 30% of the Tour Fee as per your Proforma Invoice. If the booking is made within 2 months of the Departure Date then **full payment** is required.

The Client Information Form may be filled in electronically and emailed to Bellingham Safaris office or a hardcopy printed out and posted or faxed or scanned and emailed to us. The application for a reservation as reflected in the Client Information Form is accepted and becomes a binding contract between the parties. However as indicated above, the Conditions apply from the date of your enquiry. At this point a contract between Bellingham Safaris and the client comes into existence.

Bellingham Safaris reserves the right to decline any application for a reservation in its sole and unfettered discretion.

Payment of the booking should be made as follows:

<b>Currency:</b>	<b>United States Dollar (USD)</b>	<b>South African Rand (ZAR)</b>
<b>Account Name:</b>	Bellingham Safaris (Pty) Ltd	Bellingham Safaris (Pty) Ltd
<b>Bank:</b>	First National Bank (division of First Rand Bank)	First National Bank (division of First Rand Bank)
<b>Account Number:</b>	338850	62484018728
<b>Sort/ branch Code:</b>	250655	250655
<b>Swift Address:</b>	FIRNZAJJ	FIRNZAJJ

**Direct wire: If paying by direct wire please instruct your bank that all bank charges are charged to you.**

#### **US\$ Credit card via Paypal:**

Please ask us to send you a Paypal payment request. Once you receive this, click the "Pay Now" button and this will take you straight to the Paypal website. Once you login to or register for your Paypal account, all the payment details will already have been entered automatically and you will just be required to authorize the transaction.

Please note that there is a **3.9% surcharge** on Paypal payments and this will be added to your invoice total. Payments into paypal can only be made in US\$.

### 2) Tour Fees and Payment

Payment of the balance of the Tour Fee is due 2 months before the Departure Date and to be made as per the above details. A Bellingham Safaris invoice will be issued to you before full payment is due.

The Tour Fee is outlined in the Pro Forma Invoice and in each tour itinerary, details of what services are included and excluded are outlined in each tour itinerary.

The Tour Fee is subject to major currency fluctuations and other significant events beyond the control of Bellingham Safaris (e.g. major increases in park fees, government charges, fuel costs and hotel charges) and we reserve the right to modify the Tour Fee, within reason, at any time until full payment has been received. If we have to increase the Tour Fee by more than 10% of the Tour Fee, you have the right to cancel or transfer your booking to another Bellingham Safaris tour without incurring cancellation charges as long as you notify Bellingham Safaris with 7 days of the Tour Fee surcharge announcement. It has very rarely happened that Bellingham Safaris has levied additional Tour Fee surcharges and only under extreme circumstances.

### 3) Air Ticketing

Bellingham Safaris does not operate as an airline ticketing agency, therefore we generally do not book international flights for our clients. We are happy to advise you on flights, routes and airlines and we can refer you to registered travel agents who do specialize in international

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flight ticketing services and our advice will serve a preliminary guidance only. If you do not join the tour or join the tour late as a result of problems relating to international flights, **Bellingham Safaris will not be liable** for any losses or extra expenses incurred and our standard refund clauses will apply.

Bellingham Safaris will do our utmost to assist you by making airport transfer, hotel and other requested bookings for you before or after the official tour dates. Please advise us of your requirements well in advance of the tour date.

**IMPORTANT: Please DO NOT book your international flights until you have consulted Bellingham Safaris office for confirmation on the status of the tour.**

Note that there are **very strict luggage type, size and weight restrictions** (most especially for charter flights) - please ensure you are familiar with these requirements as you will be asked to re-pack/leave your bags at the airport should the dimensions not comply.

### **4) Cancellations and Refunds**

If the reservation is canceled, cancellation fees will be due and payable, according to the following:

- if notice of cancellation is received between booking confirmation and 2 months of the Departure Date, the entire non-refundable deposit is payable.
- if notice of cancellation is received within 2 months of the Departure Date, your full Tour Fee is due and payable, even if you have not yet paid in full.
- Bellingham Safaris will refund domestic airline tickets, accommodation and catering costs, as far as returned to us by the providers of these services ("separable costs") BUT please note this is not a guarantee. Ground transportation, leader's expenses and other fixed-cost expenses ("inseparable costs") cannot be refunded if you are travelling on a scheduled group departure. It is recommended that clients take out **comprehensive travel insurance** upon booking, to cover any financial losses due to cancellation.

If your cancellation is within the terms of your travel insurance contract, the cancellation charges will usually be refunded (less any excess) by your insurance company. If you are not covered by insurance and you have valid reasons for canceling, we will do our utmost to refund you as much of your payment as possible. We strongly recommend that you purchase tour cancellation and curtailment (travel) insurance to protect yourself against losses due to accidents, delays or illness. Check with your insurance agent regarding coverage you may presently have via other insurance policies, which may cover illness during your tour.

If you cannot make the tour, we will accept a suitable in, our sole and unfettered discretion, substitution as long as **any direct additional costs** (e.g. reissuing of domestic flight tickets) are covered by you. No cancellation charges will then become applicable.

If you wish to **transfer your booking** to another Bellingham Safaris tour, this will be considered a cancellation and rebooking, and **normal cancellation clauses** will be applicable unless a replacement is found for your original booking by you or Bellingham Safaris.

**No refunds** will be considered for any unutilized services on the tour (this includes accommodations, meals, flights and tour excursions).

Tours might also be **cancelled by Bellingham Safaris** due to significant circumstances beyond our control (e.g. force majeure, major natural or man-made disasters, political upheaval, war or threat of war, incapacitation of the tour leader or cancellation or rescheduling of vital flights or cruises). We will use our best endeavours not to cancel a tour less than 2 months before the date of departure, except under these circumstances. If cancellation of the entire tour happens as a result of such a significant event beyond the control of Bellingham Safaris, we undertake to refund payments to the full extent that we are able to recover them from our suppliers.

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Bellingham Safaris will **not be liable for any airline cancellation charges** incurred by you if we cancel a tour. We therefore recommend that you confirm with us that the tour is viable before purchasing your international flight tickets.

Cancellation of a tour's pre-tour or post-tour extension does not alter your rights or obligations with respect to the main portion of the tour.

### 5) Tour Alterations

Tour itineraries and dates are determined some time in advance of departure and alterations to the itinerary and dates may become necessary. This **risk is particularly high** in Madagascar and West Africa due to frequent re-scheduling of internal flights and logistical hiccups. Alterations due to circumstances beyond our control, made either before or after the Departure Date, are not grounds for cancellation without incurring cancellation fees as outlined above. Bellingham Safaris undertakes to make every reasonable effort to ensure all tours adhere as closely as possible to published itineraries.

If any **downgrading of hotels or other services** is necessary, Bellingham Safaris will refund clients the difference in cost between the hotel or service as per the itinerary and the hotel or service that was used.

The tour leader or leaders may be substituted for other experienced leaders in the sole and unfettered discretion of Bellingham Safaris, but we will make every attempt to ensure the leader as advertised, will be the tour leader.

Bellingham Safaris reserves the right to **alter any of the prices, services or other particulars** contained in our brochures, itinerary or website at any time before full payment has been received from the client. Although Bellingham Safaris will advise clients of such alterations, it will not constitute grounds for cancellation.

### 6) Travel Conditions

All travel arrangements such as flight bookings, hotel accommodation, catering and ground transport and other land arrangements made by Bellingham Safaris are subject to booking and service conditions of the supplier of the services.

Most of our tours operate in developing countries, some of which have very limited tourism infrastructure. At times, travel conditions and standards will not meet up to international standards with regard to roads, vehicles, accommodations, meals and service levels. In many areas inadequacies and unpredictable events may occur and this is part and parcel of traveling in the developing world. Bellingham Safaris undertakes to make every reasonable effort to ensure the tour operates as smoothly and seamlessly as possible. **Bellingham Safaris is not liable for any damage, losses and expenses suffered by any client as a result of any circumstance beyond our control**, please refer to further liability clauses below.

The client is **exclusively responsible for obtaining necessary visas and health certificates** required by the countries visited during the course of the tour, as well as ensuring their **passports are in order**. Bellingham Safaris will supply the relevant information in our pre-departure information pack and will assist in any way possible in obtaining visas and we are happy to offer advice. Bellingham Safaris will **not be liable for losses** or extra costs incurred if you do not have the valid documentation. Although we strive to keep the information in our pre-departure information pack up-to-date and accurate **we will not be held responsible for any innocent errors or inaccuracies** or if regulations change and we are not aware of such changes. Please note that Bellingham Safaris' guides carry a limited supply of First Aid equipment and are not permitted to issue medication. **Please bring any medication that you feel you may need for the tour**.

Bellingham Safaris reserves the right in its sole and unfettered discretion to **remove any client from a tour** during the course of the tour (for example, if the client is deemed by the tour leader to be unfit to continue with the tour, or if the client causes serious disruption to the tour or the enjoyment thereof for the other clients). In such an unlikely event, Bellingham

Safaris will not make any refund or be liable for any losses or additional costs incurred by the affected person. If the client who is removed from the tour has also signed up for future Bellingham Safaris' tours, his bookings will automatically be cancelled and the standard cancellation terms will be applicable. Bellingham Safaris will advise clients who behave in a manner that may expose them to possible removal and will request the client to change the behaviour in question. However the ultimate removal of a client will not constitute grounds for a refund in whole or in part.

## 7) Liability

Bellingham Safaris will take all reasonable steps to ensure that our tours are properly arranged and professionally conducted. We will also take all reasonable steps to ensure that the airlines, vehicle operators, travel agents, hotels, restaurants, guides and other agents and suppliers that are used during the tour are reputable and meet the applicable professional and ethical standards. Most of our tours at some point will take clients into developing countries and remote wilderness areas. These locations and the pursuit of rare sightings and experiences may give rise to potentially hazardous and unpredictable circumstances. Bellingham Safaris undertakes to make every reasonable effort to ensure that you are aware of the inherent risk of travelling to these destinations, but accepts **no liability**.

Bellingham Safaris accepts **no liability in respect of death, injury, loss or damage to person or property arising out of any act, omission or negligence** of any of the suppliers, or the supplier's servants that are used during the tour. Bellingham Safaris shall, in no circumstances, be deemed to be the agent of the client or of the supplier of any service.

Bellingham Safaris shall **not be liable for any damage, losses and expenses** suffered by any client as a result of sickness, quarantine, weather conditions, war, strikes, riots, force majeure or any other **cause beyond Bellingham Safaris' control**. Bellingham Safaris shall **not be liable for any loss or expense arising from the loss of property, cancellation or curtailment** of the tour, however caused, save only to the extent that such loss of baggage, cancellation or curtailment was caused by Bellingham Safaris' negligence. If **sickness or accident** interrupts a tour, Bellingham Safaris shall **not be liable for any loss or expense** arising therefrom, save only to the extent that such sickness or accident was caused by Bellingham Safaris' negligence.

It is a condition of booking, that the sole responsibility lies with the client/s to ensure that they carry the **correct comprehensive travel and medical insurance** to cover themselves, as well as any dependants/traveling companions for the duration of their tour. This insurance should include cover in respect of, but not limited to, the following eventualities (Please note that this is not an exhaustive list):

Compulsory Insurance:

- emergency evacuation expenses,
- medical expenses,
- repatriation expenses,

Recommended Insurance:

- cancellation or curtailment of tour,
- damage/theft/loss of personal luggage, money and goods.

Certain suppliers may require a **mandatory medical certificate** for clients over the **age of 65** years, we therefore respectfully request that **only physically active people that are medically fit** to travel sign up for our tours. Any cancellations incurred due to a failure to meet these requirements will be at your own cost.

Bellingham Safaris, including their representatives, employees and agents will take **no responsibility for any costs, losses incurred or suffered** by the client, or client's dependants or travelling companions, with regards to, but not limited to, any of the above mentioned eventualities. Clients will be charged directly by the relevant service providers for any **emergency services** they may require, and may find themselves in a position of being unable to access such services should they not be carrying the relevant insurance cover.

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Any information contained in Bellingham Safaris' brochure/itineraries/website/documentation is, to the best of Bellingham Safaris' belief, true and correct but Bellingham Safaris **accepts no liability for any innocent inaccuracies** contained therein. The mammals and other wildlife mentioned in Bellingham Safaris' itineraries are intended as a guide to species that you may encounter on the tour. Although many of these will be observed by active clients with reasonable vision, clients should **not expect to see everything** mentioned. There are no guarantees and if you happen not to see all the species listed it will not constitute grounds for a refund in whole or in part.

Clients are responsible for any **damage caused by themselves**, and undertake to make good or pay full restitution for the making good of any material damage caused by them to furniture, fixtures, equipment or any other material.

Bellingham Safaris will take all reasonable steps to ensure that our tours are properly arranged and professionally conducted. We will also take all reasonable steps to ensure that the airlines, vehicle operators, travel agents, hotels, restaurants, guides and other agents and suppliers that are used during the tour are reputable.

The Client **indemnifies and holds harmless** Bellingham Safaris, its employees and agents accordingly. Bellingham Safaris, its employees and agents shall further more not be liable for any consequential or indirect loss or damages whatsoever, unless section 61 of the CPA applies.

### **8) Representation, Term, Warranty and Conditions**

The Client Information Form and the Conditions comprise the entire contract between Bellingham Safaris and the client. 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 unless expressly contained or referred to in the Client Information Form and the Conditions. The Conditions may only be varied with the prior written consent of Bellingham Safaris and any such variation must be signed by a duly authorized director of Bellingham Safaris and the client requesting such variation, failing which it will be null and void and of no force or effect.

The contract is deemed to have been made at Bellingham Safaris' offices in Cape Town, South Africa and is subject exclusively to South African law and the exclusive jurisdiction of the South African courts.

### **9) General**

The transport, meals, entrance fees, accommodation or other facilities or services, which are to be supplied in respect of any tour, are those specifically stated in the quote or itinerary, in which the tour contracted for, by any person, is described and no other. Each tour may require the organisation of transport, meals, entrance fees, accommodation or other facilities or services. Bellingham Safaris makes arrangements with suppliers of such services and facilities and those suppliers contract with Bellingham Safaris as independent contractors. Save for Bellingham Safaris' contractual rights against the suppliers to any tour, Bellingham Safaris has no direct day to day control over its suppliers and, accordingly, Bellingham Safaris accepts **no responsibility for any injury, damage, loss, accident, delay, irregularity or inconvenience**, which may be occasioned by any defect in any object (including a vehicle) utilized by any supplier for the supply of any contracted service or by an act of omission of any supplier or its servants. Bellingham Safaris undertakes to make every reasonable effort to ensure that the services supplied during the tour are of the highest standard, as per the itinerary.

### **10) Complaints**

Should you be dissatisfied with any aspect of your tour, please inform the Bellingham Safaris tour leader immediately. If the leader is unable to resolve the problem to your satisfaction, please inform the Bellingham Safaris office as soon as possible during the course of the tour or in writing within one month of your return. Please note that Bellingham Safaris will deal with

each such problem to the best of its ability, but without prejudice or admission of liability and as such it will not constitute grounds for a refund in whole or in part.

### 11) Tour Materials

Pre-tour information concerning your tour will be sent to you on receipt of your final payment and before your departure – **these must be checked immediately upon receipt and any inaccuracy must be conveyed to Bellingham Safaris immediately.** This contains all necessary information concerning passport, visa and health requirements, emergency contact details, as well as details of climate, what to bring, recommended reading etc. A potential mammal and wildlife checklist will be sent before the tour, if requested. A bound daily checklist will be given to you on the first day of the tour on scheduled group departures or on request should you be on a private departure. Should you wish to receive any of these documents prior to booking, please contact Bellingham Safaris office.

Final tour information, meeting instructions, flight details, air-tickets, and any additional material will be sent to you approximately 2 weeks prior to your departure, if necessary.

### 12) The Client and Authority

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have **read, had explained (where applicable), understand and accepted** the Conditions and to have the **authority** to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

### 13) Third Party Service Providers

The **contract in use by the 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 such Principal. Bellingham Safaris will provide the identity and terms and conditions of (or access thereto) all the Principals relevant to the service being provided for the Client's booking. It's the Client's responsibility to familiarise itself with such terms and conditions ('the Principal's Conditions').

### 14) Insurance

Once the insurance has been confirmed and paid for, the Client will be issued with a **policy document of the insurer**. It is a complex document, which must be read BEFORE YOU initiate your travel so that you can address any queries you may have to the insurer PRIOR to your departure.

Please note that various **credit card companies** offer limited levels of travel insurance, which Bellingham Safaris does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

### 15) Passports, Visas and Health

**Please note** that All visitors to South Africa and all clients who are travelling from RSA to another country are required to have a minimum of three blank pages in their passport excluding the front and back cover to enable the entry visa to be issued – However in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin. Please ensure that all passports are renewed. The Client must ensure that the details supplied to Bellingham Safaris mirror those details shown on their passport.

**Please note that a visa does not guarantee entry to any given country at point of entry and boarding of an aircraft may be denied at any point even if you have a valid visa.**

### 16) Malaria and other Tropical Diseases: Warning

Certain parts covered by your itinerary may include areas where there is a high-risk of malaria and other tropical diseases. We strongly recommend that the necessary precautions be taken

in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return.

### **17) Destination Selection**

The Client acknowledges that it has selected the itinerary and destination(s) constituting the Booking based on information gleaned from brochures and/or the Internet. It also acknowledges that certain of such brochures and/or the Internet have been compiled and are managed and up-dated by the Principals over which Bellingham Safaris has no control. Accordingly Bellingham Safaris cannot and does not guarantee that the itinerary and/or any destinations will comply in whole or in part with such brochure and/or the Internet. Any right of recourse in that regard will be against the Principal.

### **18) Special Requests**

A Client, who has **special requests**, must specify such requests to Bellingham Safaris in the Enquiry. Whilst Bellingham Safaris will use its best endeavours to accommodate such requests, it does not guarantee that it will.

### **19) Foreign Exchange Regulation Compliance**

This is the Client's exclusive duty. This will apply especially when the Client instructs Bellingham Safaris to make and pay for travel arrangements on the Internet. It is the responsibility of each individual Client to ensure that he/she does not exceed the Individual's Single Discretionary Allowance per calendar year (it is the Client's duty when booking to check with its foreign exchange provider). It is imperative that the Clients are able to show any customs official that they purchased the foreign exchange they are carrying, failing which it may be confiscated.

### **20) Confidentiality**

Subject to statutory constraints or compliance with an order of court, Bellingham Safaris undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

### **21) Confirmation of Travel Arrangements**

All onward travel arrangements (local and international) must be reconfirmed by the Client 72 hours prior to departure.

### **22) Copyright**

The Conditions and any intellectual property and specifically copyright therein and any proposals, presentations, estimates, quotes and itineraries provided by Bellingham Safaris shall remain the sole and exclusive property of Bellingham Safaris.

The Client furthermore undertakes not to circumvent Bellingham Safaris and to make any approaches to or enter into any arrangements for any concept similar in part or as a whole to that contained in any of the proposals, presentations, estimates and quotes provided by Bellingham Safaris with any of the Suppliers or any other service providers or venues for a period of 1 (One) year from the date of submission of any proposals, presentations, estimates and quotes provided by Bellingham Safaris.

### **23) Dispute - Resolution**

Any and all dispute arising out of or in connection with the Conditions including any question regarding its existence, validity or termination, shall be dealt with as follows:

- 1 Firstly the parties will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five)



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days of their failing to resolve the matter amicably and the mediation itself must take place with a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Cape Town within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.

- 2 Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application.