

1. The client who signifies his acceptance of a booking does so on behalf of himself and persons under his authority, which means that all are bound by the terms and conditions ('these terms') of **C4 Images and Safaris CC** ('**C4 Images and Safaris**') as if they had made the application themselves.

2. All estimates or quotations provided by, or bookings made with **C4 Images and Safaris** are subject to these terms.

3. A non-refundable deposit of 20% of the LAND arrangement cost, plus the full amount including the taxes for the air travel portion, for each person is required when booking. This booking fee is accepted as part of the inclusive fare as specified in the booking confirmation form ('the fare') and will only be refunded if the application cannot be accommodated. (Most airlines stipulate that tickets have to be issued within 3 working days of a booking being made).

4. The full amount due by the client to **C4 Images and Safaris** shall be payable not less than six weeks prior to the date of departure. If the full amount is not paid in due time, **C4 Images and Safaris** reserves the right to treat the booking as cancelled. Bookings made within six weeks of the departure date must be paid in full immediately.

5. Should the client amend his booking at any stage, either in the form of a date change, itinerary amendment or any other change whatsoever, **C4 Images and Safaris** reserves the right to charge an amendment fee per booking. One itinerary amendment is free, thereafter each change will be charged at R300 per booking, over and above the tour cost.

6. If a booking is cancelled, then, over and above such cancellation fees as each airline may charge and for which the client will be liable, the following will apply:

6.1 With the consent of **C4 Images and Safaris**, the latter shall retain the full deposit but the amount paid in excess thereof will be reimbursed to the client;

6.2 less than forty two days before departure, **C4 Images and Safaris** shall retain the full deposit and a cancellation fee will be payable equal to 40% of the land arrangements plus up to the full amount of the air ticket;

6.3 less than 30 days prior to departure **C4 Images and Safaris** shall retain the full deposit and a cancellation fee will be payable equal to 65% of the land arrangement plus up to the full amount of the air ticket;

6.4 less than 15 days prior to departure **C4 Images and Safaris** shall retain the full deposit and a cancellation fee will be payable equal to 100% of the land arrangements plus up to the full amount of the air ticket;

6.5 by **C4 Images and Safaris**, who reserves the right to and shall be entitled to cancel any tour or product sold prior to departure, **C4 Images and Safaris** shall be obligated to refund all amounts received by it and the client, who shall have no further claim of any nature whatsoever against **C4 Images and Safaris** arising out of such cancellations.

7. Should a client fail to join a tour, or fail to use the accommodation/services booked by **C4 Images and Safaris** on their behalf, for any reason whatsoever, no refund or liability will be accepted by **C4 Images and Safaris**.

8. **C4 Images and Safaris** provides clients with travel and/or other services either itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines. **C4 Images and Safaris** represent such principles as agents only accordingly and accept no liability for loss, damage, injury or death which any client may suffer as a result of any act or omission on the part of or the failure of such principals to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise. The contract in use by such 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 the principal.

9. Cancellation, medical & repatriation insurance is compulsory for all **C4 Images and Safaris** bookings, and it is the clients responsibility to arrange such insurance, either through **C4 Images and Safaris** or through the client's broker. It is strongly recommended that clients also take out insurance to cover emergency travel and accommodation, lost baggage and any other cover the clients deem fit. Other than compulsory insurance, the decision which insurance cover he/she obtains, is solely the responsibility of the client.

10. The client acknowledges that the fare (see above clause (3) and itinerary specified in the Booking Confirmation Form, may be varied by **C4 Images and Safaris**, without notice to the client, at the discretion of **C4 Images and Safaris** and provided the itinerary and price is not substantially different from the itinerary that the client anticipated enjoying, the client shall not be entitled to cancel the contract. Fare increases may occur *inter alia* due to any increase in airline tariffs, fuel costs, game reserve fees, or fluctuation of exchange rates. Should the group number fall below the minimum number required for the booking, **C4 Images and Safaris** reserves the right to re-cost the fare and raise a surcharge. Should any clients refuse to accept and pay such surcharge, **C4 Images and Safaris** reserves the right to cancel the tour and retain full payment.

11. The client acknowledges that it is solely his/her responsibility to ensure that he/she is in possession of the necessary travel documents that may be required in respect of the proposed tour and itinerary as well as all health and other certificates that may be required from time to time. **C4 Images and Safaris** will endeavour to assist the client but such assistance will be at **C4 Images and Safaris**' discretion and the client acknowledges that in doing so, **C4 Images and Safaris** is not assuming any obligation or liability and the client indemnifies **C4 Images and Safaris** against any consequences of non-compliance.

12. It is recommended that the contract may contemplate a tour/journey to an area(s) where the client may be exposed to danger and the client has agreed to execute a waiver of rights against **C4 Images and Safaris**, its principals and others as an integral part of those terms. The client (which shall be deemed to include the heirs, executors administrators and assigns of the client (does irrevocably waive and abandon all and whatsoever rights which the client may have against **C4 Images and Safaris** in consequence of any act of omission or commission by **C4 Images and Safaris** or any other in consequence of the conclusion of the contract and the client undertaking the tour/journey contemplated in the contract (which will comprise of these terms and the Booking Confirmation Form). In no way derogating from the foregoing, the client hereby indemnifies, holds harmless and absolves **C4 Images and Safaris**, its principals or others, from all and whatsoever claims which may be tenable by the client as aforesaid, irrespective of the nature thereof and however arising.

13. The client agrees that he/she will at all times comply with **C4 Images and Safaris**' or in regard to his/her conduct.

14. When the client is travelling with persons under his/her authority, he/she warrants that he/she is authorised to bind every member to the terms of the contract.

15. These terms constitute the entire terms of the

guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship, and the client acknowledges that he/she has not relied on any matter or thing stated on behalf of **C4 Images and Safaris** or otherwise that is not included herein.

16. Clients, who have special requests, must specify such requests to **C4 Images and Safaris** in the Booking Reservation Form. Whilst **C4 Images and Safaris** will always endeavour to accommodate such requests; it does not guarantee that it will always be possible.

17. No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the client and a duly authorised representative of **C4 Images and Safaris**.

18. No refunds will be considered in any circumstances whatsoever, although **C4 Images and Safaris** may, in its sole discretion, consider a refund in the event of death or serious illness of the client.

19. **C4 Images and Safaris** will under no circumstance be liable for any claim whatsoever, unless such claim is due to the gross negligence of **C4 Images and Safaris** and such claim is lodged in writing with **C4 Images and Safaris** within 30 (Thirty) days after the end of the tour. Such Liability will be subject to a limitation of R10 000,00 per client and under no circumstances will **C4 Images and Safaris** be liable for any indirect or consequential loss or damage.

20. Any payments due by the client will incur interest from the due date at a rate of 2% (two per centum) above the prime rate charged by **C4 Images**' bank.

21. South African law and the jurisdiction of South African courts will govern the relationship between the client and **C4 Images and Safaris**.

22. The client will be liable for all legal fees on an attorney and own client scale in the event that **C4 Images and Safaris** has to engage a lawyer to enforce any of its rights or otherwise.

23. **C4 Images and Safaris** is a registered Closed corporation. Under South African Law, we are obliged to charge 14% VAT for all services provided.