

GENERAL CONDITIONS

Trading Names

African Wildlife Safaris & Natural Focus Safaris are trading names of African Wildlife Safaris Pty Ltd (the company).

Before you book

The information presented in this brochure was correct to the best of our knowledge at the time of publication. However, changes beyond our control may have occurred since then with respect to prices, itineraries, duration of holidays, standard of services, tour content, fares and airline schedules. Please check with your travel agent or the company to ascertain if there are any alterations to the tour you select before you book.

Booking Procedure/Security Deposit

The receipt of a security deposit will be taken as an understanding by the company that the participant has read, understands and agrees to abide by the conditions set out in this brochure. To make a reservation please forward a non-refundable security deposit of 20% of the total tour cost together with a completed Reservation Form (available from www.aws.travel).

Final Payment

Final Payment is due 60 days prior to departure or more for some tours. If payment has not been received by the due date we reserve the right to treat the booking as a cancellation.

Special Security Deposit Requirements

Some tours require higher security deposits to meet the tour operator's booking conditions. These are:

p9	Oberoi Zahra	35%
p18/19	All Kenya tours	25%

Client Names - Exactly as per Passport

For security reasons, airlines and the majority of our tour operators require your name exactly as it appears in your Passport. It is your responsibility to advise these details. If you or your Travel Agent do not advise the correct information and we have to re-issue airline tickets or other documentation, then we will bill you for all costs incurred, such as airline cancellation charges and courier fees, in addition to our own administration fee.

Goods & Services Tax (GST)

The Australian Goods & Services Tax (GST) does not apply to international travel. GST does not apply to administration charges such as amendment fees, hotel and late booking fees where these are made prior to travel. Amendment fees charged after travel, for example, in the case of a refund will attract GST.

Insurance

It is a condition of booking that you are adequately insured for the full duration of your tour. Your policy must include emergency evacuation cover. It is advisable to insure expensive camera equipment separately. Insurance policies rarely cover for loss of cash. We strongly recommend that insurance be purchased at the time you pay your security deposit as our cancellation conditions will be strictly enforced. The choice of insurer is at the sole discretion of the client.

Cancellations and Refunds[^]

If it is necessary to cancel your holiday, you should notify us immediately in writing and this will take effect the day it is received by us. All monies will be forfeited as follows:

Number of days before departure:

61 days or more	Loss of Deposit
60 - 41 days	45% of fare ^{^*}
40 - 31 days	65% of fare ^{^*}
30 days or less	No refund [*]

[^] Some tour operators charge higher cancellation fees for some tours. These will be advised with our quote letters and confirmation accounts.

^{*}Except those amounts that can be refunded, such as airfares (less those amounts forfeited under airline regulations and the companies loss of profit). Insurance premiums are non-refundable, but if the reason for your tour cancellation falls within the terms of the insurance cover, cancellation charges will normally be refunded by the insurance company. The non-issuance of an invoice or the non-payment and/or non-receipt of a security deposit or a major event such as a terrorist related incident or outbreak of a flu type epidemic will not exempt passengers from these cancellation and administration penalties.

Cancellation fees are designed to cover the cancellation fees charged by overseas tour operators as well as African Wildlife Safaris loss of profit and to cover our time and effort for work completed.

Please note that employees of our overseas tour operators are not authorised to make any undertakings on

behalf of the company regarding refunds or other matters. After travel has commenced, additional costs incurred due to changes in your itinerary (eg due to airline schedule changes) must be settled directly by you and any requests for refunds must be made on your return.

Amendments

Due to the extra administrative costs, there will be an automatic minimum charge of \$75 per amendment, in addition to any cancellation fees levied.

Deferring Travel

Normal cancellation fees apply if you wish to postpone your departure.

Late Bookings

Bookings made less than 30 days before departure from Australia must be accompanied by full payment. Late bookings will incur a minimum \$50 charge to cover extra administrative expenses.

Minimum Stay

The company is a specialist tour operator and not a hotel booking service. We therefore will not normally accept reservations under 5 nights for any one booking. Exceptions may be made at our discretion and subject to a booking fee being charged.

Tour Costs

Tour costs stated in this brochure are indicative only, based on ground costs, airfares and exchange rates as at 15/10/2009. Actual prices will vary with changes in costs and exchange rates at time of quotation. No adjustments will be made for exchange rate variations once full payment is received by the company.

However, price may vary up to the date of departure based upon variations in airfares, game park fees, departure taxes, hotel rates, government charges or other costs.

Airline Ticket Taxes & Surcharges

We charge a service fee of 10-15% on airfare taxes and surcharges to cover our costs associated with the collection and administration of these mandatory fees. This service fee is included in the tour costs stated in this brochure.

Included in Trip Cost

Please note that all our safaris generally include transportation, accommodation with private facilities, full board whilst on safari, park fees, breakfast only in city hotels, services of driver/guide, and if camping all camping equipment and camping fees. Where these items are not included we advise accordingly. Meals are sometimes indicated by B = Breakfast, L = Lunch and D = Dinner.

Not included in the Trip cost

International and domestic airfares and airport/hotel transfers unless specifically stated. Passports, visas, passenger taxes, insurance, emergency evacuation costs, extra meals not shown in the itinerary, laundry, tips, items of a personal nature including medication and excess baggage charges.

2010/2011 Prices

Prices are shown in Australian Dollars (AUD) and are generally valid from 01/01/10 - 31/12/10 although some tours and lodges have different periods of validity and where possible these are highlighted in the brochure.

2011 prices will be available approximately mid-September 2010.

Airlines

Emirates, Etihad Airways, Qatar Airways and Singapore Airlines do not by virtue of their endorsement of this brochure represent themselves as either contracting with any purchaser of a holiday from the company or as having any other legal relationship with such purchaser.

IMPORTANT INFORMATION

Pre-departure Information

On receipt of your security deposit, a copy of our Pre-departure Information will be forwarded to you. Some of the more important details are shown below.

Passport

You should be in possession of a passport valid for at least 6 months beyond your intended stay overseas.

Visa requirements

Australian Nationals currently require visas for Egypt and Kenya. Other nationalities should check with us for their visa requirements. Foreign nationals require a re-entry visa for Australia, which should be obtained before departure. The company will not be held responsible for passengers travelling without the correct travel documents.

Vaccinations & Health

Kenya requires a Certificate of Vaccination against Yellow Fever. An anti-malarial prophylactic is highly recommended for all African countries. Please check with your doctor for advice on other vaccination precautions against cholera, typhoid, tetanus, polio & meningitis. It is the client's responsibility to ensure he/she has the appropriate vaccinations and documentation.

Consular Advice

The Australian Department of Foreign Affairs issue travel advices on many countries. These are available by calling 1300 555 135 or by visiting their website: www.smarttraveller.gov.au

Age Limits

Some of our tours have strict age limits, depending on the type of tour selected. Children are not accepted at some lodges.

RESPONSIBILITY

African Wildlife Safaris and Natural Focus Safaris are trading names of African Wildlife Safaris Pty Ltd ("the company" which expression includes its employees, subsidiaries and agents) accepts bookings subject to the following conditions:

1. A booking is accepted only after the receipt of the required security deposit and after the company issues a written confirmation account.
2. Final balance is due 60 days prior to departure, otherwise the company may treat the booking as being cancelled by the client.
3. The company is not itself a carrier or hotelier nor does it own aircraft, hotels or vehicles. The company exercises every care in the selection of carriers, hotels, tour operators and the suppliers of the travel services used in this brochure (all of which carriers, hotels, tour operators and other suppliers are called "the other suppliers").
4. All bookings with the company are subject to the terms and conditions and limitations of liability imposed by the other suppliers some of whom limit or exclude liability in respect of death, personal injury, delay and loss of or damage to baggage and may require the participant to complete a release of indemnity form prior to commencing the arrangements.
5. All tickets, vouchers and documents are issued subject to the terms and conditions under which the other suppliers provide their services and the company is not responsible for carrier caused delays. The terms of your contract are those terms and conditions under which the other suppliers provide their services.
6. The company is not liable in any way for the acts, omissions or default whether negligent or otherwise of the other suppliers pursuant to a contract between the other suppliers and you (which may be evidenced by a ticket, voucher or other document) because the company has no control over the other suppliers.
7. The participant is aware that the areas of travel may be politically unstable and that the tours may operate in remote or inaccessible areas, and that wild and potentially dangerous animals move freely in the areas where the safaris are conducted.
8. The participant further acknowledges that where the tour is conducted in an area without proper medical services the company and its servants and agents are expressly authorised to take such action as thought necessary for the provision of medical services and all associated costs are to be paid for by the participant.
9. Should the company or its other suppliers deem it desirable for political, climatic, overbooking of hotels/lodges or other reasons to amend or vary any itinerary it may do so by shortening varying or completely re-routing the trip in which case no objection or claim for compensation will be made by the participant. The company advises that it is compulsory to take out insurance against the above mentioned risks for your protection.
10. These terms and conditions are incapable of alteration or waiver by any servant agent or representative of the company or of any person providing services on the tour.