

## **EAGLE EYE SAFARIS TERMS & CONDITIONS**

*Please read carefully through our comprehensive Terms and Conditions.*

*Please contact us if you have any questions.*

The client who signifies his/her acceptance of a booking by placing any monetary deposit or full payment for any Tour or Safari, and who does so on behalf of him-/herself and/or persons under his/her authority, agrees that all participants are bound by the Terms and Conditions of Eagle Eye Safaris. Any person booked by another accepts the Terms and Conditions of Eagle Eye Safaris as if they had made the application themselves. All bookings made with Eagle Eye Safaris are subject to these terms:

### **PAYMENT:**

1. Eagle Eye Safaris is based in South Africa and most finances are conducted in South African Rand or USD. Clients should understand that exchange rates fluctuate daily and transactions in foreign currency are subject to those fluctuations; thus, the cost of a 50% deposit and the 50% balance may be different due to the fluctuation in currency exchange rates. Clients may pay balances early if exchange rates are favorable; clients may not delay the payment of balances when invoiced, for any reason.
2. A deposit is required for each person when booking a Tour(s) or Safari(s). This deposit is non-refundable if the client cancels for any reason. This deposit is partially refundable if Eagle Eye Safaris cancels the Tour or Safari. Funds may be available as a credit for future safaris; see "Cancellations, Postponement, and Non-Participation" for details. We close bookings 90 days prior to departure, with some exceptions. In cases involving "minimum client number" departures, this booking deposit, less transaction fees (see #5) will be refunded if Eagle Eye Safaris cancels the specific Tour or Safari for lack of participation (see exclusions under #6). The deposit amount varies; please see the safari for specific deposit amount.
3. Some tours, such as gorilla treks, require permits that must be purchased in advance and are not refundable. The cost of permits must be paid in full at the time of booking the tour and are fees paid in addition to the initial booking deposit.
4. All Tours and Safaris require a deposit for every person at booking. The balance after deposit will be split into two payments: 180 days prior and 90 days prior. The percentages or amounts for each payment interval may be different for each Tour or Safari; details can be found on a specific product's page. Clients booking inside of 180 days prior or 90 days prior must include the split balance amounts when booking. The full amount due by the client to Eagle Eye Safaris shall be payable not less than 90 days prior to the date of departure. Eagle Eye Safaris will provide payment links approximately 2 weeks prior to the due dates. If the full

amount has not been remitted by the time due, Eagle Eye Safaris reserves the right to regard the booking as cancelled by the client. The client waives all rights to refund in this case.

5. Up to a 5.5% transaction fee surcharge is added to the invoice amount for Credit Card payments through our booking agent. Please enquire directly to book and to ask for bank information, should you desire to pay via Direct Deposit or wire transfer via direct invoice. Invoices must be paid immediately upon receipt.

6. Initial payment received from clients in the form of a deposit or full payment for a Tour or Safari forms a binding agreement between the client and Eagle Eye Safaris for the agreed services and is bound by Eagle Eye Safaris' Terms and Conditions.

7. Eagle Eye Safaris may, at its sole discretion, consider a refund (less transaction fees) in the event of death or serious illness of the client.

8. Refunds may take more than 30 days and the amount refunded is dependent on the exchange rate at the time of the refund transaction.

#### **CANCELLATION, POSTPONEMENT, AND NON-PARTICIPATION:**

1. Eagle Eye Safaris reserves the right to and shall be entitled to cancel the start of any Tour or Safari prior to departure, or cancel after the commencement of any Tour or Safari for any reason, including but not limited to: natural disaster, severe weather event, government instability, war, labor strike, fire or other damage at Tour or Safari site, or any other unsafe conditions, and for any reason which Eagle Eye Safaris deems reasonable. In the case of cancellations of this nature, Eagle Eye Safaris shall be obligated to refund available amounts received from the client according to this schedule:

- a. 91 + days prior to safari: 50% of amounts received
- b. 61 - 90 days prior to safari: 25% of amounts received
- c. 0 - 60 days prior to safari: 15% of amounts received
- d. After start of Safari: 0% refund

Eagle Eye Safaris will make every attempt to recover additional funds for refund; however, our vendors often have non-refundable policies due to pre-purchase of hotel rooms, activity permits or tickets, etc. By booking with Eagle Eye Safaris, the client agrees to these terms and understands that certain funds are not refundable. Clients are strongly urged to purchase travel insurance for these reasons.

2. Eagle Eye Safaris reserves the right to and shall be entitled to postpone the start any Tour or Safari prior to departure, or postpone after the commencement of any Tour or Safari for any reason, including but not limited to: natural disaster, severe weather event, government instability, war, labor strike, fire or other damage at Tour or Safari site, or any other unsafe conditions, and for any reason which Eagle Eye Safaris deems reasonable. In the case of

postponement of this nature, clients may opt to roll 100% of their deposited funds to a future like safari ("like" means same Lodge/Location; i.e. deposited funds for a Traditional Lodge Big 5 Safari may only be used on a future Traditional Lodge Big 5 Safari, not a Luxury Lodge Big 5 Safari).

The client may opt for a refund according to this schedule:

- a. 91 + days prior to safari: 25% of amounts received
- b. 0 - 90 days prior to safari: 0% of amounts received
- c. After start of Safari: 0% refund

In the case of a postponement, if the itinerary and price are substantially different, clients may choose to continue with Eagle Eye Safaris but will be responsible for any additional costs incurred by change of date and/or venue. Clients are strongly urged to purchase travel insurance.

3. The client shall have no further claim whatsoever against Eagle Eye Safaris arising out of such cancellations or postponements. Any refund, pro-rata if applicable after commencement, shall constitute a full and final settlement by Eagle Eye Safaris and their agents of any obligations to participants. The operation of a Tour or Safari is at the sole discretion of Eagle Eye Safaris, having in mind the welfare of all participants and the safe and prudent operation of the itinerary and program.

4. Should a client fail to join a Tour or Safari, cancel participation in a Tour or Safari prior to or after commencement of the Tour or Safari, or fail to use the accommodation/services booked by Eagle Eye Safaris on their behalf for any reason whatsoever, no refund shall be given, nor liability accepted by Eagle Eye Safaris. Clients may be able to join a Tour or Safari late or leave a Tour or Safari early, at their own expense. Eagle Eye Safaris will attempt to facilitate alternate transportation for the client, however, that may not always be possible. The client may have to arrange transportation without the assistance of Eagle Eye Safaris.

5. There is no "pro-rate" or "pro-rata" provision for clients joining a Tour or Safari late, or for clients leaving a Tour or Safari early.

6. With notice of more than 90 days, a client may opt to postpone participation in a safari until a later date. Any available deposit funds will be applied to a "like" safari in the future. Some funds, such as funds used for permits, may not be available as a credit; Eagle Eye Safaris will make every effort to recover deposited funds but the client must understand that this is not always possible, depending on vendor policies. Client agrees to pay any difference in the cost of the future safari. Clients are strongly urged to purchase travel insurance.

7. Some Tours or Safaris require a minimum number of participants for the lowest quoted price to be valid. If applicable, the minimum number of participants with the highest costs possible

shall be noted in the Tour or Safari advertisement on Eagle Eye Safaris' Facebook Page and on Eagle Eye Safaris' commercial website. Should the group number fall below the minimum number required for the booking, Eagle Eye Safaris reserves the right to re-cost the fare and raise a surcharge, or to cancel the Tour or Safari. Should any client refuse to accept and pay such surcharge, Eagle Eye Safaris reserves the right to cancel the Tour or Safari and retain the full payment of that client, or to continue the Tour or Safari and to refuse the participation of that client and to retain the full payment of that client. Eagle Eye Safaris will issue a refund to those clients paying the surcharge should the Tour or Safari be cancelled. All refunds are less transaction costs.

#### **LIMITATIONS OF LIABILITY:**

1. Eagle Eye Safaris represent accepts no liability for loss, damage, injury or death which any client may suffer as a result of any act or omission, whether in relation to travel arrangements, accommodations, Tours or Safaris, or otherwise.
2. Clients on a Safari or Tour should understand that we are attempting to view wild animals that are free-roaming in their wild, natural habitat. We can make no guarantee of viewing any particular animal or type of animal. We choose locations that give us the very best chance to view a variety of animals, however, clients must understand that we may see any animal at any time, or no animals at all.
3. Cancellation, medical & repatriation insurance is **strongly recommended** for all Eagle Eye Safaris bookings. It is **strongly recommended** that clients also obtain insurance to cover emergency travel and accommodation, lost baggage and any other coverage the clients deem fit. It is the client's responsibility to arrange such insurance through the client's insurance broker or agent. Clients are encouraged to conduct due diligence in researching insurance for their trip.

Unless specifically stated as such, our Tours and Safaris are not considered "remote destinations." However, in the case of a remote destination Tour or Safari, participants are required to purchase emergency evacuation insurance coverage at their expense. Eagle Eye Safaris and its agents do not represent that insurance will cover the risk of loss of deposit and other payments.

**Note:** If you pay using your credit card and you opt to use the general travel insurance associated with major credit cards, we urge you to check that this coverage provides fully for emergency evacuation. Also, please ensure that all pre-existing medical conditions, if any, are made known to the insurance underwriter at the time of application for your insurance for this Tour or Safari. These precautions will assist in avoiding any delays in the event that an emergency evacuation or other medical services are needed, under your policy. You should disclose your participation in this Tour or Safari to your insurer.

4. The client is contemplating a tour/journey to an area(s) where the client may be exposed to danger and more than basic medical services may not be readily available or accessible. Eagle Eye Safaris takes every measure possible to mitigate any and all danger. By booking with Eagle Eye Safaris, the client has agreed to execute a waiver of rights against Eagle Eye 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 rights and claims that the client may have against Eagle Eye Safaris in consequence of any act of omission or commission by Eagle Eye Safaris. In no way derogating from the foregoing, the client hereby indemnifies, holds harmless, and absolves Eagle Eye 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. Eagle Eye Safaris and/or its agents act only as agents for the participants in any Tour or Safari, in regard to travel arrangements including, but not limited to, sightseeing, meals, lodging and transportation, whether by railroad, vehicle, motor coach, boat, ship or aircraft. To the fullest extent permitted by law, Eagle Eye Safaris and/or its agents, disclaim liability for injury, damage, loss, or delay which may be occasioned by reason of a defect in any vehicle or for any other reason whatsoever, or through the acts or default of any company or person engaged in conveying the participant or in carrying out the arrangements of the Tour or Safari. Eagle Eye Safaris and/or its agents accepts no responsibility for losses or additional expenses due to delay or other changes in air or other services, sickness, weather, strike, war, quarantine or other causes. All such losses or expenses are borne by the participant, as the Tour or Safari costs provide for arrangements only for the times and locations stated. Baggage, including photographic equipment is at the participant's risk entirely, and as an insurable risk.

5. Eagle Eye Safaris will under no circumstance be liable for any claim whatsoever, unless such claim is due to the gross negligence of Eagle Eye Safaris and such claim is lodged in writing with Eagle Eye Safaris within 30 (Thirty) days after the end of the tour. Such liability will be subject to a limitation of R100,000 per client and under no circumstances will Eagle Eye Safaris be liable for any indirect or consequential loss or damage.

6. South African laws and the jurisdiction of South African courts will govern the relationship between the client and Eagle Eye Safaris.

7. The client will be liable for all legal fees of Eagle Eye Safaris and of his/her own client scale in the event that Eagle Eye Safaris has to engage a lawyer to enforce any of its rights or otherwise.

**MEDICAL (Please notify Eagle Eye Safaris in writing of any medical concerns, all medications being taken, and serious allergies. Eagle Eye Safaris sends a survey about one month prior to departure dates; please complete this survey as soon as possible):**

1. Tours and Safaris are designed to be within the capabilities of average people in good health. Participants must step into and out of Land Cruiser type vehicles. Occasionally participants may

be required to walk over uneven terrain or trails, hiking over short distances. Gorilla Treks are conducted in mountainous terrain and can include strenuous hikes on steep and muddy trails. Participants are responsible for carrying their own camera equipment. In some cases, clients may hire porters to carry equipment and baggage.

If you have concerns about your own capabilities and/or fitness as it relates to any specific trip, please enquire with Eagle Eye Safaris about physical considerations prior to booking the trip, then consult with your personal doctor prior to booking the trip. By paying the initial non-refundable deposit or/and/or forwarding a signed Release Form, you warrant that, to the best of your knowledge, you do not have any physical concern or other disability that would create a risk for you or other trip participants. Eagle Eye Safaris' agent judgment will ultimately determine an individual's ability to embark upon the Tour or Safari. Once a booking has been accepted, medical circumstances will not be considered as exceptions to the cancellation policy. Eagle Eye Safaris assumes no responsibility for medical care.

If you sustain an injury or become ill on the Tour or Safari, Eagle Eye Safaris reserves the right to continue the Tour or Safari for the benefit of other participants. Eagle Eye Safaris will make every effort to assist you while at the same time trying to minimize interruption to the other guests. No refund, pro-rated or otherwise, will be provided.

2. The client acknowledges that it is solely his/ her responsibility to ensure that he/she is in possession of the necessary travel documents, medications, and vaccinations 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. Eagle Eye Safaris strongly recommends that each client consult his/her personal physician or travel physician to determine whether the client needs vaccinations or medications for travel. Eagle Eye Safaris does not assume any obligation or liability, and the client indemnifies Eagle Eye Safaris against any consequences of non-compliance. ***Eagle Eye Safaris asks that you inform us of all medications being taken, serious allergies, and any other medical concerns at the time of booking.***

#### **GENERAL:**

1. Only those products, services and amenities specifically included in writing in the description for each specific Tour or Safari are included. Any product, service, or amenity not specifically included in the description of included amenities and services is at the client's cost.

2. The client agrees that he/she will at all times comply with Eagle Eye Safaris', any Rangers', and any other guides' directions in regard to his/her conduct, particularly around wild animals. Eagle Eye Safaris reserves the absolute discretion, in the event of behaviour detrimental to other persons, to decline any person's participation at any time during the Tour or Safari and cancel that person's participation in the Tour or Safari and remove that person from the Tour or Safari. No refund, pro-rated or otherwise, will be provided.

3. When the client is travelling with persons under his/her authority, he/she warrants that he/she is authorized to bind every member to the terms of the contract.
4. Where Eagle Eye Safaris has its own guide(s) leading the safari; even with other tour leaders, all authority for leading the trip will be held by the Eagle Eye Safaris' guide. The Eagle Eye Safaris guide will always collaborate with the other tour leaders on the safari, but authority on the running of the safari, the behaviour of the other tour leaders and the management of the clients during transfers as well as game drives remains with the Eagle Eye Safaris' guide(s).
5. Clients who have special requests must specify such requests to Eagle Eye Safaris prior to the Tour or Safari. Whist Eagle Eye Safaris will always endeavor to accommodate such requests; we do not guarantee that it will always be possible.
6. Eagle Eye Safaris Tours and Safaris are non-smoking trips.
7. All images and intellectual rights of Eagle Eye Safaris employees and subcontractors are the property of those individuals. These rights will remain with the individual till perpetuity and cannot be impinged upon. Eagle Eye Safaris employees, sub-contractors working for Eagle Eye Safaris, and clients participating in Tours or Safaris have the right to take photographs during the Tour or Safari. Clients understand and agree that any images of themselves taken by an Eagle Eye Safaris employee are the property of Eagle Eye Safaris and may be used for promotional and advertising purposes for Eagle Eye Safaris without compensation or consideration. Clients understand that images of themselves may appear in the photographs taken by other people on this or another Tour or Safari, and that those photographs are the property of the photographer and may be used for any purpose.
8. These terms constitute the entire terms of the relationship between parties. There exist no other terms, conditions, warranties, representations, 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 Eagle Eye Safaris or otherwise that is not included herein.
9. 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 authorized representative of Eagle Eye Safaris.

### **Compliance with the Global Data Protection Policy:**

Eagle Eye Safaris complies with the GDPP. We share your data only with those vendors and websites who have legitimate reasons to need your information, such as PayPal (for payments), Printful (for merchandise), our safari vendors (such as Lodges, Guest Houses, Transportation Companies, etc). Eagle Eye Safaris does not collect or store any financial data or personal data, other than your name, address, phone number, and email address. We will add your name and email to our newsletter. That list is never shared or used for any other purpose other than Eagle

Eye Safaris Newsletters and occasional email contact. The Data Controller is Ernest Porter. If you have concerns or questions, please contact us at [info@EagleEyeSafaris.com](mailto:info@EagleEyeSafaris.com)

Eagle Eye Safaris reserves the right to update or amend these Terms and Conditions at any time.

Reasonable care has been taken to compile the information in this and the other documents pertaining to this Tour or Safari but circumstances change. For example, airline schedule changes, airline fuel charges, taxes and operational costs are subject to change. Eagle Eye Safaris and/or its agents are not responsible for changes that occur and reserve the right to change the price up to the date of commencement of the photo safari. Changes in price may also include adjustments for adverse currency exchange fluctuations. The right is reserved by Eagle Eye Safaris to (i) substitute hotels/lodges/tents/camps of similar category for those indicated and to make any changes in the itinerary or transport where deemed necessary or caused by changes in schedules or equipment substitution; (ii) cancel the photo safari prior to departure, in which case a refund of all payments received as according to the refund schedule for the land package will be given. However, Eagle Eye Safaris will not be responsible for any other trip preparation expenses such as penalized or non-refundable air tickets, visa fees and medical related expenses; (iii) substitute photo safari leader(s) for the leader(s) originally specified, in which case the substitution is not a basis for participant cancellation or refund, and (iv) accept or refuse any person as a participant in the photo safari.

*Updated 14 May 2020*