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TERMS AND CONDITIONS

BOOKINGS:

After ascertaining availability on the tour/event/accommodation you want to take, a booking form must be completed and handed to your agent or to TRI ACTIVE EVENTS MANAGEMENT (hereinafter also referred to as "the company") to confirm your reservation or a 50% deposit must be lodged. The balance of the tour/event/accommodation fare must be paid by no later than 20 days prior to the date of departure or event date, failing which the company may treat the booking as cancelled and re-allocate the vacancy. Late applicants may join the tours/events /accommodation on a space available basis.

THE CONTRACT:

A contract between the client and TRI ACTIVE EVENTS MANAGEMENT will only be deemed to exist once a signed booking form or a confirmation in writing or the deposit has been received by the company and the client has received confirmation of the client's participation.

CANCELLATIONS:

Cancellation of any booking must be made in writing and acknowledged by TRI ACTIVE EVENTS MANAGEMENT. The date on which the correspondence is received by the company or its agents will determine the cancellation fee.

- a) If the cancellation is received 31 days or more prior to departure then 20% of the total amount is forfeited.
- b) If the cancellation is received 30 days or less prior to departure/event then the following cancellation fees will apply:
 - 30 to 21 days - 40% of fare; 20 to 14 days - 70% of fare; 13 to 0 days - 100% of fare

If a client fails to join a tour/event/accommodation, or joins it after departure or leaves it prior to its completion, no reimbursement will be made, unless by prior arrangement. Such request shall be made in writing and must accompany the Booking Form and then it shall be at the discretion of the company if such request will be granted. Deposits are not transferable to any other person, should a client cancel off a tour/event.

TRI ACTIVE EVENTS MANAGEMENT reserves the right in any circumstances to cancel the tour/event/accommodation, in which case all monies paid by the client in respect of the tour/event/accommodation fare will be returned to the client. This constitutes the full extent of the company's liability to the client. The company can offer the client an alternative tour/event of comparable standard. Once a client has confirmed a tour/event/accommodation date and this has been entered into our online booking system, any changes thereto will attract cancellation fees.

ALTERATIONS AND CHANGES TO TOURS/EVENTS:

Whilst every effort is made to keep to itineraries published in our current brochure, TRI ACTIVE EVENTS MANAGEMENT reserves the right to occasionally change routes and/or accommodation as brought about by changing conditions. The company may alter itineraries after departure if in the interests of safety or, of the client. The company will not be responsible for any compensation to the client if the company is forced to cancel or in any way change the tour due to force majeure, including war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, adverse weather conditions or other external circumstances beyond the control of the company. In the unlikely event of a vehicle breakdown that is beyond the company's control and immediate repair, the spare parts will be arranged in the shortest possible time. The company will not be responsible for the cost of any accommodation other than that equal to the tour and will not be liable for any airfares or repatriation costs whatsoever. The company reserves the right to alter the itinerary accordingly in order to make up any time lost due to any unforeseen circumstances.

INSURANCE:

Travel insurance is compulsory and should be arranged by the client in their country of origin. Insurance should cover personal injury, medical and/or rescue expenses, repatriation, death, cancellation or curtailment, loss of baggage, money or any other personal items.

EXCHANGE CONTROL:

There may be certain currency restrictions that client's should familiarize themselves before embarking on a journey in Africa.

HEALTH:

The client acknowledges being aware of the nature of the journey/event/accommodation being booked and hereby confirms that he or she is medically fit, in good physical and mental health, and is able to embark on the tour/event. Any client with a pre-existing medical condition should make this known to the company and should carry any necessary medication that may be required during the tour/event. The company will require a letter from the client's doctor declaring the client medically fit. It is the client's responsibility to ensure that all necessary inoculations are obtained for the areas being visited. The company does not accept any responsibility for any client being refused access to any country due to incorrect or incomplete health documentation.

LIABILITY:

Clients are accepted on the tour/event/accommodation on the understanding that the client appreciates the risks inherent in adventure travel including , but not limited to, the below mentioned, and that the client undertakes the tours, safaris, events, excursions and expeditions featured in the TRI ACTIVE EVENTS MANAGEMENT brochure and/or website and other trips and expeditions offered by the company (collectively known hereinafter as "tours"), at the client's own risk. The client agrees that the company and its members shall not be responsible for the loss or damage to property or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever. The client and his/her dependants, heirs, executors, administrators and assigns hereby indemnify and hold blameless the company, its members, associates, employees, representatives, organizers, helpers and agents from all liabilities for any or all claims whatsoever and howsoever arising and without limitation from any claim (including any consequential claim) arising from any delay, loss or damage to property or injury or illness or death arising from any cause whatsoever related to or occurring during the tour.

SEVERABILITY:

If any part, term or provision of this contract is held to be illegal or unenforceable, it shall not affect the validity or enforceability of the remainder of the contract. Furthermore, if any covenants are held illegal or unenforceable by virtue of its scale, extent or duration, it shall remain valid and enforceable in such reduced scale, extent or duration as any court may decide as being the maximum scale, extent or duration permissible.

COMPANY RESPONSIBILITY, RIGHTS AND AUTHORITY:

The information given in any advertising material of TRI ACTIVE EVENTS MANAGEMENT is given in good faith and is based on the latest information available to the company at the time of publication. The company reserves the right to change any of the vehicles or facilities described in its advertising material without becoming liable for compensation or refund. It further reserves the right to increase prices without prior notice should any of the included facilities, national parks or excursions, be subject to price increases after the publication of the advertising material. Authorized tour leaders and

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representatives of the company may take photographs and films of the clients while on any of the tours, and the company may use such material for any advertising or brochure production and website without obtaining consent, and without payment to the client. The decision of the crew employed by the company will be final on all matters. The company shall not be responsible for any client who commits an illegal or unlawful act in countries visited. The client may be excluded from the tour without a refund. If the company considers a client unsuitable for a tour/event/accommodation it may, at its sole discretion, decline to carry the client further, without any refund whatsoever.

CLIENT RESPONSIBILITY AND TRAVEL DOCUMENTATION:

It is the client's sole responsibility to ensure that their travel documentation is in order. Any resulting consequence of a client's failure to have all travel documentation in order shall be the client's responsibility and all related costs thereof shall be borne by the client. The client is responsible for making his/her own arrangements to reach the tour assembly point.

CHANGE OF BOOKING:

If, after confirming your booking, you wish to change to an alternative departure/event/accommodation date, you may do so, subject to cancellation conditions, availability and by agreement with our booking office. An administration fee and relevant cancellation fees will be charged. Normal cancellation fees will apply if the company cannot accommodate this request.

ASSIGNMENT:

The company shall be entitled to cede and assign its rights and obligations under and in terms of this contract.

GENERAL

TRI ACTIVE EVENTS MANAGEMENT offers a wide range of services which includes accommodation, event management, team building, day tours and excursions, safaris and expeditions, adventure activities and incentives. The terms and conditions below should be read in the context of the type of service that is being booked with the company and in some cases some of the headings may not be relevant to the services booked.

TOUR/EVENT FARE:

WHAT IT INCLUDES

It is important that our clients know what costs are covered on each trip/event/accommodation and that there are no surprises during or after the event. Each itinerary is tailor made and as such includes what is specified in the quotation to the client. If a package is being booked, then the items included are listed on the package details. If a tour is being booked for a client and subcontracted to a third party operator, then the terms and conditions of that third party operator will be made clear to the client on confirmation of reservation. Included or excluded meals as per the itinerary and we make every endeavor to cater for special diets providing produce is available and that we have been notified at time of booking. National Park and entrance fees for included excursions are covered where specified, but any optional or additional excursions taken by the client are not included.

WHAT IT DOES NOT INCLUDE

Airfares, visas, departure taxes, port taxes, personal and medical insurance, personal expenses, alcohol and soft drinks, portage, gratuities, optional excursions, unscheduled game park visits and entrance fees, unless specifically requested in the quotation.

LUGGAGE ALLOWANCE FOR TOURS/EVENTS

Depending on the tour/event/accommodation being booked there may be a luggage restriction if the group is being transported in a vehicle with limited storage space. This will be advised at time of booking.

KIT LIST AND SUGGESTED CLOTHING FOR TOURS/EVENTS **Depending if the event is a single or multi-day event the items below may apply:**

General: Camera, spare batteries, binoculars, torch with spare batteries, simple first aid kit, personal toiletries, insect repellent, sun protection, any prescription medication (it is suggested that you bring a copy of the prescription as well).

Clothing: Long cotton trousers, skirts, shorts, cotton shirts, jeans, T-shirts, underwear, socks, sweater, light windbreaker, swimming costume, towel, kikoï (sarong), comfortable walking shoes, sandals, warm clothes in winter months. Specific kit lists will be supplied if you are participating in adventure excursions.

TRAVELLERS AND GROUP SIZE

There is no age restriction on our tours, but certain activities carry a minimum age restriction e.g. quad bikes. The travelers that we attract are flexible, have a spirit of adventure and a desire for the unexpected. The groups are made up of single travelers, couples, corporate and small groups of friends aged between 18 and 80 years, from all walks of life and of varied nationalities. Events are mainly corporate groups of mixed culture and ages. Leisure activities attract a wide variety of tourists.

VEHICLES

TRI ACTIVE EVENTS MANAGEMENT subcontract vehicles from recognized transport companies with the relevant permits.

PHOTOGRAPHY

Please be aware that taking photos of people in Africa can cause great offence and permission should be asked beforehand. There are many African tribes that will expect payment in return for their photo being taken. In addition to this, no photos should be taken at airports, government, police or army posts, borders, bridges or military roadblocks. Always check with your guide if you are in doubt.

WHAT TO EXPECT IF ON A SAFARI OR EVENT

With the wide variety of services offered by TRI ACTIVE EVENTS MANAGEMENT, the accommodation will vary considerably from one tour/event to the other. If in a hotel/lodge/guest house environment the services are in accordance with the star grading of the establishment. If on a bush camp or camping safari, it will depend on the level of services requested from basic to luxury. Tri Active owns Kunguru Lodge in Elgin Valley and this is graded 3 star. It comprises of timber cabins and safari tents, all en suite.

SECURITY

When on a tour/event/accommodation each client is responsible for their own valuables and TRI ACTIVE EVENTS MANAGEMENT do not take responsibility for the loss of any goods or valuables whatsoever.

ACCOMMODATION AND AIR TRANSPORT

TRI ACTIVE EVENTS MANAGEMENT can assist with any air travel arrangements before or at the end of your tour/event. Whilst every effort will be made to assist you in case of problems encountered, we do not however take any responsibility for any delays, cancellations or any other problems in this regard whatsoever. The passenger ticket issued by the specific airline shall constitute the sole contract between the airline and the passenger. We will be happy to assist you with any accommodation bookings and transfers that you may require, leading up to or at the end of your tour/event.

OPTIONAL ACTIVITIES

There are many optional excursions and activities that are available when on a tour/event/accommodation. TRI ACTIVE EVENTS MANAGEMENT can book these for you. Please do remember however, that some of these optional extras are operated by a third party and not by TRI ACTIVE EVENTS MANAGEMENT. Some of these activities are adventurous with accompanying risk. All activities are undertaken at own risk.

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