I. AGREEMENT

1.1 The terms and conditions set forth in this agreement (also referred to as “Terms”) constitute the entire understanding and agreement between you the trip participant and Chalo Africa Tours Private Limited (“Chalo Africa,” “CA,” “we,” or “us”) with respect to any and all bookings, reservations, tours or transactions made with Chalo Africa.

1.2 By paying the Initial Deposit or signing this agreement, you accept all of the terms in this agreement on your own behalf and on behalf of all persons listed on the booking, including any minor under your custody, guardianship, care or control (“Minor” or “Child”) (also referred to individually as, “Traveller,” and collectively, “Travellers”), and direct us to perform services for each and every Traveller. The written confirmation of reservation by us constitutes a binding and enforceable agreement between CA and the Travellers.

II. GENERAL

2.1 Responsibility/Third Party Suppliers: You understand that CA will contract with independent contractors at the identified destination(s) of travel (“Destination(s)”) to provide certain services in relation with the proposed travel (“Travel”), including transportation, ground handling, lodging/boarding, provision of food and beverages, travel services, guide services, etc. (“Third Party Suppliers”). The services provided by the Third Party Suppliers are offered subject to the terms and conditions contained in the tickets, exchange orders, vouchers or other agreements issued by them.

2.2 Updating of Terms and Conditions: We reserve the right to update or alter these Terms at any time. Any amendment will take effect immediately upon being posted to our website at http://www.chaloafrica.com/ (“CA Portal”) or immediately upon notice to you in writing by email or mail. You are deemed to have accepted any amendments to these Terms on the date they are posted to our website, or when we provide notice to you in writing by email or mail, and if you continue to use our services and/or the CA Portal and/or do not object to the update or changes. We recommend, and expect that you refer to these Terms prior to travel to familiarize yourself with the most up to date version available.

2.3 Notwithstanding anything contained herein, CA reserves the right to offer such terms and conditions, including without limitation, with respect to Initial Deposit, Balance Payment and Reservations, as may be in variance with these Terms, at its sole discretion, and the Traveller shall be deemed to have read and understood such revised terms and conditions offered by CA, prior to confirming a Reservation and payment of the Initial Deposit.

2.4 If a Traveller does not engage CA to make the Traveller’s complete Travel arrangements, be aware that we are not responsible for any direct, indirect, or consequential losses,
penalties, costs, damages, liabilities of whatsoever nature due to cancelled or missed flights, changed flight itineraries, overbooking by the airline, late arrivals, or early departures relating to any travel that the Traveller arranges on their own outside of the CA itinerary. However, to maintain the high standards of services offered by CA, each such Traveller will be required to furnish to CA, a copy of the alternate Travel arrangements independently procured by such Traveller.

2.5 The Traveller understands and acknowledges that CA acts as an agent who merely facilitates the travel and for the purposes of execution of the trip, makes the Traveller enter into various arrangements with Third Party Suppliers. The Traveller further understands that CA has no control over, and assumes no responsibility for the actions of any Third Party Suppliers, and that no Third Party Supplier has the authority to make commitments for or on behalf of CA. Upon confirmation of the Travel by CA, the Traveller shall have deemed to agree and undertake that neither the Traveller, nor any of his/her heirs, representatives, or family members will bring a suit against CA as a result of any acts or omissions by its Third Party Suppliers, in recognition of the fact that CA is not a necessary or proper party to such proceedings.

2.6 Except as otherwise indicated, all text, images, marks, logos and other content contained on the CA Portal, or provided to the Traveller with respect to a Travel, including, without limitation, all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the “Content”) are the proprietary property of CA and/or the respective Third Party Supplier or its/their licensors or users and are protected by the applicable Indian and international copyright laws.

2.7 Approaching CA for any Travel shall deem to indicate certain implicit representations, warranties and undertakings of the Traveller, including without limitation, that (a) the Traveller is not a part of any legal proceedings and/or subject to any court order prohibiting or restricting the Traveller from participating in the Travel, (b) all travel documents, including passports and visas, of a Traveller shall be deemed to have been or will be, obtained legally, and that (c) the Traveller is not otherwise prohibited from leaving India and/or entering any Destination.

III. RESERVATION, PAYMENT & DEPOSIT TERMS

3.1 You may book Travel with us through the methods described below. A booking is not accepted, and there is no contract for services between us, until the required Initial Deposit is paid and you receive written confirmation from us. We reserve the right to treat any reservation that is not fully paid according to the reservation and payment terms as a cancellation and subject to the cancellation terms below.

3.2 Each Traveller must follow the procedure below:

(i) CA will provide the Traveller with a proposed itinerary (“Itinerary”) containing detailed information on a tailor-made trip for the Traveller, covering the selected Destination(s). The Itinerary will be accompanied with details of travels costs that will be booked by CA for the Travel, including but not limited to transportation, activities, lodging/boarding.
food and beverages, and park and guide fees covered in the package as part of the Travel ("Travel Costs").

(ii) Trek permits and internal flights are billed as a separate cost and must be paid in full with the Initial Deposit at the time of booking.

(iii) You must advise CA in writing of any special requests, including dietary requirements and disabilities, before booking. These requests will be met if possible.

(iv) When the Traveller is ready to book, a Bill of Supply/Tax Invoice ("Invoice") will be issued based on the Travel Costs. This will be accompanied by the Details of Service, the prescribed booking form ("Form"), as well as links to the Liability Release, Assumption of Risk, and Indemnity Agreement (also referred to as “Liability Release”) and the present Terms.

(v) The Traveller must check their email address for the documents / links to the documents described above and submit duly completed and signed copies of the Liability Release & the Terms to CA online, through the platform provided by CA. The Liability Release & the present Terms must be either signed electronically in accordance with the procedure under the Information Technology Act, 2000 or printed, signed, scanned and emailed back to CA.

(vi) By the due date specified in the Invoice, the Traveller is required to make payment to CA. If the start date of the proposed Itinerary is more than ninety days from the issue date of the Invoice, then an initial non-refundable deposit equivalent to thirty percent (30%) of the total Invoice ("Initial Deposit") is to be made payable to Chalo Africa Tours Private Limited.

(vii) Upon receipt of the Initial Deposit and receipt of the signed copies of the Liability Release and the Terms, CA will issue a written confirmation to the Traveller in writing, which will signify confirmation of the reservation(s) for the identified Destinations in respect of the Travel ("Reservation"). CA will not confirm a Reservation until receipt of the full payment of Initial Deposit.

(viii) Subject to payment of the Initial Deposit, the balance payment of Travel Costs, i.e., the remaining seventy percent (70%) thereof ("Balance Payment"), will need to be made to CA at least ninety (90) days prior to the scheduled date of commencement of Travel, or on such other date, as may be communicated to the Traveller by CA at the time of receipt of the Initial Deposit.

(ix) Failure to make the Balance Payment within the prescribed timelines will entitle CA to cancel the Reservation and forfeit the Initial Deposit made by the Traveller.

(x) Delay in making the Balance Payment to CA within the prescribed timelines may be condoned by CA, in its sole discretion, subject to a charge of a minimum of five percent (5%) surcharge on the Balance Payment, and availability of adequate resources for accommodating the Reservation.
(xi) If the start date of the proposed Itinerary is within 90 days of the issue date of the Invoice (including day 90), then a hundred percent (100%) payment thereof (“Full Payment”), will need to be made to CA by the due date specified in the Invoice in order to confirm a Reservation.

(xii) All payments to CA must be made to “Chalo Africa Tours Private Limited”. The modes of payment currently offered by CA include cash/cheque/demand draft, electronic money transfer (RTGS & NEFT), and through the online payment gateway systems available at the CA Portal, all which are further described in the Invoice issued by CA.

(xiii) In case the Itinerary requires the Travel Costs to be paid in US Dollar (USD), South African Rand (ZAR), Namibian Rand (NAD), or Euro (EUR), the rate of conversion shall be considered by CA as the selling rate on the date when the Travel Invoice is issued viz either when the Traveller makes the Initial Deposit, Balance Payment or Full Payment.

Note:

- In case of payments made through credit card, debit card and net banking, any bank charges are the Traveller’s responsibility and will be levied over and above the total Travel Costs.

- All payments should be free and clear of any withholding tax and other statutory deductions. Bank charges, if any, for remittance (by remitting bank or by intermediary bank) would be strictly borne by the Traveller.

- CA, as a merchant, shall be under no liability whatsoever, in respect of any loss or damage arising to the Traveller directly or indirectly, out of the decline of authorizations for any attempted transaction, whether or not on the CA Portal, for any reasons whatsoever.

- Rates used in the trips are based on tariffs and exchange rates valid at the time of printing and advertising trips. Should a rate vary against the U. S. Dollar by more than 3%, CA reserves the right to recalculate the trip cost and apply the differential as a surcharge. For exchange rate fluctuations, any refund made by CA shall be in its absolute and sole discretion.

- Charges towards, among other things, the following items are excluded from the Travel Cost unless otherwise indicated in the itinerary

  - Visa, passport and vaccination;
  - Departure, airport and airline taxes;
  - International flights;
  - Extra meals not included in the Itinerary;
  - Fine wine, champagne and other excluded beverages;
  - Laundry, postage, personal clothing, medical expenses;
  - Personal travel insurance and items of a personal nature;
  - Emergency evacuation charges; and/or
- Tips/Gratuities and excess baggage charges.

- Notwithstanding anything contained herein, it is acknowledged by the Traveller at the time of making a Reservation, that CA is liable to make payments in advance to the Third Party Suppliers, and refunds, if any, payable to the Traveller by CA, are subject to refund of corresponding amounts to CA by the Third Party Suppliers. In the event of any delay in making refunds to the Traveller owing to non-receipt of corresponding amounts from the Third Party Suppliers, CA shall not be held liable in any manner whatsoever.

IV. CANCELLATIONS, POSTPONEMENTS AND REFUNDS

4.1 Cancellations of Reservations are only effective on receipt of a written notification by CA. In all cancellations of Reservations, the Initial Deposit is forfeited. In the event of cancellation of a Reservation, the Traveller will be entitled to a refund of a percentage of the total Travel Costs, as set out below:

- Cancellation at least seventy (70) days prior to the date of commencement of Travel: 100% refund of the Balance Amount;
- Cancellation at least forty (40) days and not exceeding sixty nine (69) days prior to the date of commencement of Travel: 50% refund of the Balance Amount;
- Cancellation thirty nine (39) days or less, prior to the date of commencement of Travel: No refund

*Travel Costs means all payments made for Travel to CA, including but not limited to the Initial Deposit and the Balance Payment(s)

*This cancellation, postponement, refund policy does not apply to Group Bookings, which are subject to different cancellation terms as set forth by the Third Party Supplier.

4.2 Any postponement or change in a Reservation may be accommodated by CA subject to space availability and the consent and/or ability of the Third Party Suppliers to such postponement and/or rescheduling. Depending on the nature of the change(s), an administrative charge shall be levied which will be added to the final invoice. The type and scope of change dictates the total amount of the change fee. Third Party Suppliers often impose additional fees or penalties for changes and cancellations. These will be included in the change fee and can be substantial. Change requests by Travellers must be in writing.

4.3 No refunds will be given by CA in case of cancellation or postponement for any reason whatsoever:

- For lost travel time or substitution of facilities;
- For trek permits, including but not limited to gorilla trek permits;
- For circumstances arising beyond the control of CA, necessitating alternative arrangements being made to ensure the safety and/or further participation in and enjoyment of the Travel;

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4.4 There are no exceptions to this cancellation and refund policy, including for reasons related to weather, natural disasters, the spread of disease, terrorism, civil strife, airline default, strikes, personal, family or medical emergencies or any other circumstances beyond our control. **For this reason, we strongly encourage you to purchase trip cancellation and interruption insurance at the time of booking.**

4.5 No person other than CA, in writing, has the authority to vary, add, amplify or waive any stipulation, terms or conditions set forth in the Itinerary and CA will exercise such rights only on account of circumstances beyond its control. In the event of CA exercising its rights to amend or alter any Itinerary, after confirmation of Reservation, the Traveller may, if offered by CA at its sole discretion:

- Continue with the Travel as amended or altered; or
- Accept any alternative Itinerary which CA may offer.

In either of these above cases, Traveller shall not be entitled to, and CA shall not be liable to the Traveller for, any damage, additional expense, costs, expenses, losses suffered by the Traveller, including refund of part or whole of Travel Costs.

4.6 If CA cancels Travel and does not offer either of the two options mentioned above in this section, which is rare, a cheque for a full refund will be issued to you less any airline ticket cancellation fees, non-refundable deposits advanced to CA and to Third Party Suppliers, and any other third party cancellation charges. This refund will constitute full settlement of claims you may have arising out of our cancellation. No refunds under this paragraph will be provided due to cancellations or changes due to Force Majeure, although CA will, in its sole discretion, use reasonable endeavours to reimburse you where possible less the reasonable actual and potential costs to CA of the Force Majeure. This section does not apply to CA’s cancellation of Travel due to insufficient sign-ups on fixed departures, which are addressed below.

4.7 While CA strives to ensure that all anticipated accommodation is available as depicted in the Itinerary, there can be no claim whatsoever against CA for a refund either in part or whole, of the Balance Payment, if any accommodation or excursion becomes unavailable due to reasons beyond its control.

4.8 CA reserves the right to cancel any Travel due to insufficient sign-ups on fixed departures, which makes the Travel economically unfeasible to undertake. In such an event, a full refund of the Travel Costs will be given to the Traveller. However, CA is not responsible
for additional expenses or indirect or consequential costs and expenses, of any nature, incurred by the Travelers in connection with the cancelled Travel. **For this reason, we encourage you to purchase trip cancellations and interruption insurance at the time of booking that allows you to cancel for any reason.**

4.9 Any refunds take at least forty-five (45) days to process. Any refund shall be paid directly by CA to the Traveller subject to these Terms.

V. **GROUND HANDLING WAIVER**

5.1 In the event of any cancellations, change or delay in ground handling arrangements by any Third Party Suppliers (including, but not limited to, flights and transfers and accommodation bookings), CA will make reasonable efforts to assist the Traveller with rearrangements in the field to minimize disruption to an Itinerary. It must, however, be expressly understood that any costs incurred by CA in this regard will be passed directly onto the Traveller. Such costs include with respect to rescheduling of flights owing to, among other reasons, flight cancellations, missed connections, the returning of lost luggage to Traveller, as well as any requested changes to the Itinerary made after commencement of Travel. We strongly recommend that you are insured for such eventualities. CA is not responsible for any travel arrangements made directly by the Traveller, involving any services, other than bookings made through CA. CA reserves the right to pass on all costs incurred, including applicable administration charges, if CA is obliged to make any arrangements whatsoever with respect to such arrangement made directly by the Traveller. Notwithstanding the foregoing, all charges for any Travel arrangements made directly by the Traveller must be settled by the Traveller directly to the relevant supplier/service provider and CA will not be responsible for those charges.

VI. **BAGGAGE**

6.1 Policies regarding carriage and loss of baggage, will be as prescribed by the respective carriers with whom bookings are made during the Travel, and other international and municipal legislations, including without limitation, the Warsaw Convention, as may be applicable. CA hereby specifically excludes any and all liability in connection with loss or damage to any baggage of the Traveler. The Traveler is responsible for their baggage and personal effects throughout the tour. All costs incurred for lost, misplaced, damaged or delayed baggage are at owner’s expense. It is recommended that the Traveler obtains suitable travel insurance for protection against any such exigencies.

6.2 Please note that when traveling by light aircraft during your safari, space is limited, and luggage is limited to a weight restriction (typically 15 kgs in most areas and 20 kgs in Botswana) per passenger, and ONLY soft luggage or duffel bags are allowed. No hard suitcases are allowed, and NO EXCEPTIONS will be made.

VII. **RISKS, INSURANCE, AND MEDICAL**

Chalo Africa Tours Pvt. Ltd.

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7.1 CA specifically draws the Traveller’s attention to the fact that there are certain inherent risks involved in participating in the Travel and that, by making payment towards whole or part of the Travel Costs, the Traveller accepts them entirely at his/her own risk. The Traveller, by accepting these Terms, is deemed to have released and held harmless CA, from and against any damages, losses or costs relating to the person or property of the Traveller during the Travel.

7.2 **CA requires that each Traveller obtains comprehensive travel insurance that provides at minimum coverage for medical, emergency rescue evacuation and repatriation.** All Travellers are also strongly advised to insure themselves and their property fully for the duration of the Travel for losses relating to baggage loss and delay, flight cancellations, trip cancellation and interruptions and more. Emergency Evacuation Cover, purchased through AMREF (The Flying Doctors Society) or any other organization specified by the Third Party Suppliers is mandatory for any Travel involving a trip booked through CA, or any Travel involving a safari, that includes travel to, and accommodation at, any of the safari camps offered by CA through its Third Party Suppliers. The Traveller is responsible for ensuring that appropriate coverage is in place and for providing CA with full details of the coverage at the time of Reservation. CA reserves its right not to accept any Reservations which are not specifically covered by AMREF or any other organization specified by the Third Party Suppliers.

7.3 While the personnel of CA and/or the Third Party Suppliers at the safari camps offered by CA during the Travel, including the guides and tour leaders, will assist Travellers, such personnel may not be medically qualified and will not be responsible for providing any medical diagnosis, advice or treatment to the Travellers. CA, or the Third Party Suppliers, guides or personnel at the camps offered for stay by CA, are not responsible for covering any costs incurred for medical treatment or any evacuation of Travellers during Travel, nor are they responsible for any complications which may result from a delay in arranging any medical attention or evacuation.

VIII. **TRAVEL DOCUMENTS AND HEALTH**

8.1 The onus is on the Traveller to ensure that valid passports, visas, travel permits, confirmed air tickets, health certificates, birth certificates, international driving license, medical and travel insurance, inoculations and other statutory documentation, including immigration clearance, required for the Travel, are obtained and are in order. CA cannot be held responsible for any failure by the Traveller to comply with such requirements. It is the Traveller’s sole responsibility to furnish all documents required by CA for initiating and organizing the Travel. In the event a Traveller desires to obtain any travel documents, including a visa, with CA’s assistance, CA shall not be responsible for non-grant of any such documents by the concerned statutory or regulatory authority, without prejudice to CA’s rights to be reimbursed for the services fees and expenses incurred by CA in this regard.

8.2 It is the Traveller’s responsibility to take all appropriate medical advice from their doctor prior to departure as to whether or not the Traveller is fit to undertake the Travel.
8.3 By signing this agreement, you represent that you do not have any physical, medical or other conditions that would create a hazard for you or other participants or affect other people’s enjoyment of the tour. If you have a physical condition, dietary restrictions, or other conditions (pre-existing medical) that will require special attention during Travel, you must inform us in writing when the booking is made. The personnel organizing a Trip, has the right to disqualify any Traveller at any time during the Trip, if it is felt that a Traveller’s continued participation will jeopardize such Traveller and/or other Travelers. No refunds shall be payable by CA to the Traveller under such circumstances. CA reserves the right, where appropriate, to ask the Traveller to submit written certification of his/her medical fitness before commencement of the Travel. We reserve the right in our sole discretion to accept, decline, or remove anyone from a tour (at departure or during the tour) who we judge to be incapable of meeting the tour’s physical demands for his or her own safety.

8.4 CA assumes no liability regarding provision of medical care to any Traveller during the Travel under any circumstances.

8.5 It is the Traveller’s responsibility to meet any additional costs incurred by the Traveller or by CA on the Traveller’s behalf as a result of any failure by the Traveller to comply with the aforesaid requirements. Anti-malaria precautions and altitude medication should be commenced well in advance of commencement of the Travel, as per the instructions of a qualified doctor. Travelers should carry their medications and insect repellents during the Travel.

8.6 While we may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided.

8.7 For information concerning possible dangers at an international destination and health information, contact the government office in your country that is responsible for issuing travel advisories and travellers’ health. In India, contact the Ministry of External Affairs and view their Travel Advisory section, https://mea.gov.in/travel-advisories.htm, or the Ministry of Health and Family Welfare for any further details.

IX. **FORCE MAJEURE**

9.1 In recognition of the unique business model of CA (as set out in Clause 2) and its reliance on Third Party Suppliers, CA shall not be deemed to be in breach of these Terms or otherwise liable in any manner whatsoever to the Traveller, by reason of delay in performance, or by non-performance of any of its obligations hereunder to the extent that any such delay or non-performance is due to any circumstances beyond the reasonable control of CA (including, but not limited to war or threat of war, sabotage, civil disturbance, or requisition, acts of God, fire, accident, flood or explosion, sickness or disease, quarantine, nuclear accidents, public health diseases such as epidemics, Government intervention, weather conditions or other untoward occurrences), and includes a Force Majeure event resulting from an actual/claimed Force
Majeure incapability of one or more of the Third Party Suppliers to perform their respective services, directly or indirectly affecting CA’s ability to fulfil its obligations here under.

9.2 If CA is affected by Force Majeure, it shall as soon as is practicable, notify the Traveller of the nature and extent thereof.

9.3 If CA is affected by Force Majeure, it shall be entitled to, and may in its discretion, cancel or vary any Reservations and/or Travel and/or Itinerary. Payment of any refund by CA, as a result of the non-performance of any of CA’s obligations hereunder due to occurrence of a Force Majeure event, shall remain in CA’s sole and absolute discretion, although CA shall use its full endeavour to reimburse the Traveller wherever possible, whether in part or full, including trying to claim refunds from Third Party Suppliers. However, CA shall be entitled to deduct from any refund payable to a Traveller, the reasonable actual and potential costs incurred by CA, as a result of the occurrence of the Force Majeure event.

X. **SURCHARGES**

10.1 Quoted trip prices (Travel Costs) are set far in advance of departure based on our projections of fuel, exchange rates, inflation, tariffs, government fees/levies/taxes, fees payable in the nature of Park, Reserve, Conservation Area or Community fees at the Destination(s), guide fees, airfares, rates offered by Third Party Suppliers, and other costs using available information. The price at booking is guaranteed under normal conditions. Although CA hopes that it will not have to levy surcharges, it reserves the right to do so on the invoiced amount for Travel Costs, should this become necessary due to any similar charges as above or any other excessive increase in charges imposed on CA.

10.2 In the rare event that current costs create an unsustainable financial situation if we were to fully absorb the increases, we reserve the right to pass on these unexpected costs to you in whole or in part.

10.3 CA will endeavor to notify the Travelers in writing as soon as it is aware of any likely need to impose a surcharge and pass it on to the Traveller. This surcharge will apply to all confirmed and invoiced Reservations/Travels, regardless of whether payment has been received in full or not by CA in respect thereof.

10.4 If, as a result of the surcharge, your trip price increases by more than 15% of the original tour cost excluding any insurance premiums, you may cancel the booking within 10 days’ notice of the surcharge and obtain a full refund less any non-refundable deposits to CA and our Third Party Suppliers (except in the case of an increase in government taxes and park fees as discussed below). We will work with our Third Party Suppliers to try and obtain any non-refundable deposits so that we can give you a full refund. We cannot guarantee such a result, though. We will give you advance written notice of any price increase and the reason for it.
In case any surcharge has to be levied on account of increase in government fees/levies/taxes or Park/Reserve/Conservation Area/Community fees, CA will not be in a position to secure any refunds for the Traveler, and the surcharge must be paid by the Traveller(s).

10.5 In all cases, surcharge must be paid no later than ten (10) days after written notification for payment has been received by a Traveller from CA. If the surcharge is not paid within such time (or as specified in the aforesaid notice/notification), CA shall construe such non-payment as an act of cancellation on part of the Traveller, and in such event, the provisions of Section titled, “Cancellations, Postponements and Refunds” shall apply. If however, at its sole discretion, CA allows payment of surcharges by a Traveller after expiry of the aforesaid period of payment, the Traveller will be liable to additionally pay interest calculated at the rate of eighteen percent (18%) per annum, calculated on a daily basis, on the surcharge amount from the date on which its payment becomes due, till the date of which the actual payment is made.

XI. IMAGE RELEASE

You agree that CA may use, re-use and reproduce any images, photos or videos that you send to us, or that are taken by our guides and/or other travelling companions of the Traveller individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for promoting and publicizing our travel products and services worldwide. If you do not want us to use any images of you that are taken by us or other participants during the tour, you must inform us or your tour leader in writing before the start of the tour. Any image, photo, or video taken by you and used by CA will be attributed to you.

XII. TOUR DEPARTURE/COMMENCEMENT DATE

It is your responsibility to be ready to embark on the tour as specified in the Itinerary. We are not responsible for any losses due to cancelled or missed flights.

XIII. COMPLIANCE WITH LOCAL LAWS AND TOUR ETIQUETTE

You must strictly comply with all local laws, respect local customs and culture, accurately assess your abilities, respect other trip members’ privacy, and follow the suggestions and advice of any assigned guide. The decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others. During the tour, the local guide/supplier has the right in their sole discretion to remove anyone who they determine to detract from others’ enjoyment of the tour.

XIV. WILD ANIMALS

Please be aware that our safaris may take you into close contact with wild animals, who are often unpredictable and dangerous. CA cannot be held responsible for any injury or incident on the Travel caused in part or full by wild animals. Please note that the majority of the safari camps are not
fenced and wildlife moves freely in and around the camps. Always follow the safety instructions from the camp staff.

XV. **AIRLINES**

15.1 Carriage by land, sea and air is subject to the terms and conditions of the carrier/Independent Contractor/Third Party Supplier with whom a Traveller travels as part of the Travel, and to the applicable municipal and international statutory framework, some of which may limit the carrier’s liability. Land, sea and air travel is also subject to operational decisions of carriers and sea ports which may result in cancellations, delays or diversions, over which CA has no control and for which CA accepts no liability whatsoever.

15.2 The passenger contract in use by the airline carriers/Independent Contractors/Third Party Suppliers concerned, when issued, shall constitute the sole contract between such Independent Contractors/transportation companies and the Traveller; and CA will not be privy to, and/or otherwise be liable under, any such contracts.

XVI. **ACCURACY OF INFORMATION/ELECTRONIC ADVERTISEMENTS**

All the information given in any brochure or otherwise advertised, (including electronic advertisements on the Internet) is as per the data available at our hands at the time of printing of the brochure and CA assures that the same is true and accurate to the best of its knowledge and/or belief, at the time of publication of the information. The photographs reproduced and information provided in any information published by CA in public, including on the CA Portal, may not necessarily be accurate and is subject to change. Further, all Content provided to a Traveller is merely indicative of the Travel and/or Destinations, and may not be accurate and/or regularly updated. The Traveller may undertake his/her own due diligence, refer to the Third Party Supplier’s public information systems and/or seek clarifications from CA, to verify the accuracy of and/or revisions to, the Content, from time to time.

XVII. **PRIVACY POLICY**

By agreeing to CA’s Terms & Conditions, you also agree to CA’s Privacy Policy available at https://www.chaloafrica.com/docs/privacy-policy.pdf

XVIII. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

18.1 CA does not represent or warrant that these Terms, the content and information on the CA Portal and/or the Services are accurate, complete, reliable, current or error-free, and expressly disclaims any warranty or representation as to the accuracy or proprietary character of the Terms, the content and information on the CA Portal and/or the Services or any portion hereof or thereof. CA does not accept responsibility for any expense, loss, or action incurred or undertaken by the Traveller as a result of the receipt or use of the Content or information contained on the CA Portal or provided by CA.
18.2 CA is not responsible for typographical errors or omissions relating to pricing, text or photography in any published material, including these Terms and/or on the CA Portal.

18.3 Without prejudice to the other provisions of these Terms, and in view of the inherent risks of Travel, CA, its shareholders, employees, representatives, agents, officers, directors or other personnel, successors and assigns shall, in no circumstances whatsoever, be liable to a Traveller for:

1. Any death, personal injury, illness, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and/or damage or any kind of theft or loss of personal belongings howsoever caused, which may be sustained during the course of Travel;

2. The temporary or permanent loss, of or damage to baggage or personal effects, howsoever caused;

3. In case a Traveller is not able to board the flight due to any reason not limited to overbooking by the airlines, the Full Payment/Initial Deposit and Balance Payment shall be forfeited by the Traveller, and the entire Reservation may be cancelled.

4. Failure on the part of an airline to accommodate passengers despite having confirmed tickets or change of route;

5. If in the event that a Traveller is booked on a particular airline on a particular date and due to certain reasons beyond the control of the CA, the Traveller is not allowed to board the flight, the Traveller shall not hold CA responsible for the same and no claim whatsoever can be made by the Traveller against CA for any refund or compensation; and/or

6. For any other events beyond the reasonable control of CA.

18.4 By agreeing to these Terms, the Traveller waives and covenants not to assert any claims or allegations of any nature whatsoever against CA, its shareholders, directors, affiliates, or their respective owners, directors, officers, employees, agents, freelance sales consultants, successors and assigns arising out of or in any way relating to these Terms, the Services, the Content or the materials published by CA, including, without limitation, any claims or allegations relating to the alleged infringement.

18.5 Without limitation of the foregoing, CA shall not be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the Travel, the CA Portal, the Services, the Content or the materials published by CA, including without limitation, any damages caused by or resulting from your reliance on these Terms or other information obtained from CA, or that
result from mistakes, errors, omissions, interruptions, deletion of files or emails, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a Force Majeure event.

18.6 In no event shall the aggregate liability of CA, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to these Terms and/or the Travel or use of CA Portal, exceed the amount received, if any, to CA in connection with such (and only one) Travel.

18.7 In the event that any of these terms conflicts with the terms in the Booking Form, these Terms prevail.

XIX. COMPLAINT PROCEDURE

19.1 If a Traveller has any cause for complaint or grievance during Travel, including in respect of services provided by any of the Third Party Suppliers, he/she must immediately bring it to the attention of the guide and/or Third Party Supplier, while marking CA on email, who will attempt to resolve the situation. Marking CA on the email will allow it to take up the matter with such Third Party Suppliers and have the chance to rectify the problems then and there, if the grievance is genuine. Failure to do so while you are on the tour will extinguish or reduce your ability to claim compensation from CA, if at all applicable. For the sake of clarification, it is hereby stated that CA will not be liable for, or have to ensure payments towards deficiency of services of a Third Party Supplier, in any manner whatsoever. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility for any added costs you may incur and forfeit any potential refunds. No claim notified to CA beyond expiry of Travel will be entertained.

19.2 If satisfaction is not reached through this notice procedure during the trip, you must submit further complaint in writing to us at info@chaloafrica.com within 30 days of the end of the tour. We will not accept any liability for claims received after this period.

XX. CONDITION OF BOOKING/DENIAL OF PARTICIPATION

Travelers shall comply with instructions of any representative of CA, Travel guide or local ground operator at all times. No Traveller shall be accepted or be permitted to continue on a Travel while his/her status or mental or physical condition is, in the opinion of any representative of CA, Travel guide or local ground operator, such as to render him/her incapable of caring for himself/herself or make himself/herself objectionable to other Travelers or become a hazard to himself/herself or other Travelers, and CA will not be responsible for any expenses for or towards such persons precluded from completing the Travel for this reason.

XXI. DISPUTE RESOLUTION
21.1 This Agreement is made under and shall be governed and construed according to the laws and regulations of India.

21.2 Both Parties agree that any dispute arising out of, or in relation to, or in connection with this Agreement and these Terms, or its interpretation or enforcement; or regarding any other literature concerning the Travel or the tour, shall be resolved through negotiations, after the Traveller has sent a written complaint to the CA in the manner provided by Clause XIX. In case of failure to resolve the said dispute amicably within fifteen (15) days, such dispute arising out of, or in relation to, or in connection with this Agreement or its interpretation or enforcement, including any question regarding its existence, validity or termination; or arising out of and in connection with any other literature concerning the Travel or the tour shall be referred to and finally resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996. The number of arbitrators shall be one (1), and shall be appointed by CA. The arbitration award rendered by arbitrator shall be final and binding upon the Parties. The seat, or legal place, of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English.

XXII. SEVERABILITY

22.1 All provisions of this agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.

22.2 If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or deleted to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

XXIII. SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding upon CA and the Traveller and their respective heirs, legal personal representatives, successors and assigns.

XXIV. HEADINGS

Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

XXV. SUGGESTIONS.

If a Traveller has any suggestions or comments on the Services provided by CA, he/she may write to the CA at Chalo Africa Tours Private Limited, F 202, Lane W 5A, Western Avenue, Sainik Farms, New Delhi 110062, India or email at info@chaloafrica.com.

XXVI. MERGER
This agreement is the final, complete and exclusive statement of the parties’ agreement on the matters contained in this agreement. This agreement supersedes all prior negotiations and agreements.

I have read this entire agreement, and I am signing it freely. I understand that this is a legally binding contract, whether signed electronically or by pen-and-paper. No other representations concerning the legal effect of this document have been made to me. My signature applies to all pages of this agreement.

Signature:________________________________________________

Print Name:______________________________________________

Date:___________________________________________________

Parents and/or Legal Guardians must sign for participants under the age of 18

___________________________________________  __________________

Signature of Minor Participant’s Parent/Guardian                      Date

___________________________________________

Print Name of Participant’s Parent/Guardian

___________________________________________

Print Name of Minor