

General Contract and Travel Conditions

Standpoint: March 2020

1. Subject Matter of Contract.

We are pleased that you have chosen our travel agency. With your acceptance of a booking a contract between you and the Swiss African Travel Service Limited Company; which will henceforth be called SwissAfrican, will automatically come into existence. Thus, both parties - you and SwissAfrican have rights and obligations to be adhered to. We therefore recommend that you read this general contract and the specified travel conditions carefully.

1. Subject Matter of Contract

1.1 These general contract and travel conditions regulate the legal relationship between you and SwissAfrican as well as travel arrangements and any other services that will be rendered in the future.

1.2 This general contract and travel conditions do not apply for the following tours and services: contract and transport conditions of the responsible airlines which also apply for all tickets arranged by SwissAfrican. If your bookings are done by another travel agent, tour operator or service company, then their contract and travel conditions are to be conformed to. In all the aforementioned cases, SwissAfrican is not the contracting party and shall not be held liable for any agreements arranged with other parties nor act as a convener.

2. Conclusion of Contract

2.1 The contract between you and SwissAfrican is held valid as soon as you accept the booking in writing, by phone or in person at your selected travel agent. From that moment onwards, the rights and obligations under the contract, including the general contract and travel conditions, come into effect for you and SwissAfrican.

2.2 Special requests are part of the contract if they are accepted by your selected agent and if they have been confirmed without any reservations.

2.3 If a person makes a booking registration for other travellers as well as himself or herself, he or she should be aware that these travellers also have a contractual obligation to be adhered to, especially payment for the trip and other responsibilities entailed in the contract and travel conditions.

3. Prices

3.1 The prices for the travel arrangements can be seen on the website, on the price list or on your travel proposal which can be created separately for you by SwissAfrican. If not otherwise stated in the advertisement, the prices are set per person in Swiss francs and in accordance with the type of accommodation; class of hotel or type of room.

3.2 Down-Payment

With the concurrence of your implicit booking, a deposit of at least 30% of the total travel expenses must be paid. If your selected agent does not receive the down-payment on time, SwissAfrican is allowed to decline and annul all travel arrangements priorly set as stated in section 4.2f. When the airline tickets are issued, the total amount; including airport taxes and fuel surcharges are to be paid immediately.

3.3 Outstanding Amounts

Payment of any outstanding amounts of the tour price must be made nine weeks before departure at your selected agent. If your selected agent does not receive the outstanding amount on time, SwissAfrican is allowed to decline and annul all travel arrangements priorly set as stated in section 4.2f. If nothing else has been arranged, your travel documents will be delivered after receipt of your final payment.

3.4 Short-Term Bookings

It is required that the entire invoice amount must be paid immediately for bookings made in less than nine weeks before departure.

4. Amendments/Cancellations

4.1 In General

If you cancel a booked journey, or you desire to make a change or a rebooking, you must inform your selected travel agent in person or send them a registered letter. If you have already received the travel documents, we urge you to return them to your selected travel agent. If you do not arrive

to take the trip, this will be treated as a cancellation.

4.2 Processing Fees

If you cancel, amend or change your trip, a processing fee of CHF 300 will be charged. Please be aware that the procession fees may not be covered by an existing cancellation insurance company.

4.3 Cancellation Fees

The receipt of annulment or alteration at your selected agent plays a decisive role; on Saturdays, Sundays or public holidays, the next working day prevails. For cancellations, amendments or rebookings, the following cancellation costs apply:

until 63 days before departure 30%
62 to 31 days before departure 50%
30 to 0 days before departure 100%

Bookings that take place during special days of the year (e.g. Festive Season, New Year) may attract higher cancellation fees beyond the aforementioned deadlines.

Airline Tickets

If cancellation is done before a ticket is issued, a processing fee of CHF 100 per ticket will be charged. However, if annulments are done after the ticket has been issued, the entire costs of the airline ticket plus CHF 200 per ticket will be levied.

4.4 Cancellation Insurance Company

Cancellation costs can be incurred by a cancellation insurance company in case the travellers initially completed such a contract with an insurance company. A cancellation insurance policy is not included within our prices. We highly recommend therefore that you take out such a cancellation insurance with an appropriate insurance company. The benefits vary according to the respective applicable insurance policy.

4.5 Replacement Traveller

If you have to cancel your trip, you are entitled to appoint a replacement traveller. The replacement traveller, however, must be prepared to accept the existing conditions entailed in the contract. Furthermore, the replacement traveller must fulfill the special travel requirements necessitated (health etc.). Their participation should not come into conflict with specific legislative or administrative regulations. Due to certain special transport conditions, rebookings cannot be carried out for certain trips and destinations or can only be taken up to a certain point.

You and the replacement traveller are both liable for the processing fee (see section 4.2), potential additional costs and for the payment of the trip.

SwissAfrican will notify you within a reasonable period whether the replacement traveller is allowed to take over the trip. If you appoint a replacement traveller too late or he/she cannot participate in the trip as they may be unable to meet the specific requirements, your trip will be cancelled inevitably (see section 4.2/4.3).

5. Program Changes

5.1 Price Changes after Completion of Contract

In exceptional cases, it is possible that the agreed tour price may have to be increased, for example for reasons such as

- the subsequent increase in transport costs (e.g. fuel surcharges)
- newly introduced or increased government charges or fees (airport taxes, landing fees, national park fees)
- currency fluctuations or government price increases (e.g. VAT).

An increment of these services may be passed onto you as the customer. SwissAfrican will implement the increase in prices 22 days before your trip begins. If the price is higher than 10%, you are entitled to the rights under section 5.3.

5.2 Program- and/or Transportation Changes before Departure

Swiss African reserves in your interest the right to change any travel programmes or to amend any services if unforeseen or unavoidable circumstances should occur. SwissAfrican will make an effort to offer you equivalent services and will notify you as soon as possible if such changes come about and if they affect the price.

5.3 Your rights in the event of price increases and program changes not caused by events listed in Section 6.3

If amendments to programmes or changes to agreed services lead to a significant modification of an essential point in the contract or the price increment is more than 10%, you have the following rights.

- You accept the contract;
- You may recede in writing from the contract within 5 days and receive an immediate refund of the money that you have already paid.
- Or you can inform SwissAfrican within the same period that you would like to participate in the proposed travel replacement programme. If the replacement programme is cheaper, you'll get the price difference refunded. However, if it costs more, you'll only be charged the initial price which was agreed upon.

If we do not receive any notification as specified under b) or c) we assume your consent to the contract amendments. The 5-day deadline is met if the notification is sent via post on the fifth day.

6. Trip Cancellations due to ...

6.1 Reasons on the part of the customer

SwissAfrican has the right to cancel the trip if you, the customer gives cause by failing to comply with our clearly stated requirements or lack of cooperation justify such a necessity. In such cases, the cancellation conditions according to section 4.2f. and any further claims for damages on our part shall apply.

6.2 Minimum Number of Participants

For some of the trips offered by SwissAfrican, a minimum number of participants is required as stated in the respective travel advertisement. If this number is not fulfilled, SwissAfrican may as agreed cancel the trip 22 days before the tour begins or inform you about the advertisement of the fixed price increment. Your rights are determined under section 5.3. Additional claims are excluded.

6.3 Force Majeure

Events of force majeure (e.g. epidemics, pandemics, natural disasters, riots, official measures, strikes) can cause SwissAfrican to cancel the trip. In such a case SwissAfrican will inform you as soon as possible. If the trip is cancelled, SwissAfrican will endeavour to postpone your trip to a later date. If you participate in the replacement trip, the payments already made by you will be credited. Price increases/changes of the local service providers or rebooking fees of the airlines are at your expense. If you do not take part in the replacement trip, the normal cancellation conditions under 4.3 apply. Further claims are excluded.

6.4 Other Reasons

SwissAfrican is eligible to cancel the trip due to other reasons. In such a case, you will be informed as soon as possible. Your rights are addressed under section 5.3

7. Programme Changes and Service Failures during your trip

7.1 If a programme change with a significant impact on the agreed travel arrangements is undertaken during the trip, SwissAfrican will pay you the difference between the agreed travel price and the services rendered.

7.2 If a significant part of the agreed travel arrangements is not provided, or you decline for whatever reason the programme changes which could have helped avoid the cancellation of important travel agreements, the tour guide, our local partners or our service providers will assist you in organizing your return trip. SwissAfrican will remunerate you the difference between the paid fare and the services that have already been rendered.

8. Your start the trip but do not complete it

8.1 If for any reason the trip is prematurely terminated, then the price for the travel arrangements cannot be refunded. Services that were paid for but not used will be refunded as long as SwissAfrican will not be charged or has not been charged for these services by the local operators.

8.2 In urgent cases, (illness, accident, serious illness or death of a close person) the tour guide, the local representative of SwissAfrican or the service provider will assist you in organising a return trip as soon as possible. Please note that you must

be insured as such incidents are not included in the tour price. Ask your selected travel agent for further details.

9. Complaints

9.1 Complaints and Readdressing of complaints

If the trip is not in accordance with the initial travel arrangements or you feel disserved, you have the right, as well as being obliged, to immediately inform the tour guide, the SwissAfrican representative respectively the service provider about any shortcomings during the trip and ask for immediate assistance free of charge.

9.2 The tour guide, the SwissAfrican representative or the service provider will seek within a reasonable time during your trip a solution for you if any problems or deficiencies should arise. However, if you receive no backing or the aforementioned people cannot be of assistance to you or you feel you have not received sufficient support within the travel period, the tour guide, the SwissAfrican representative or the service provider must confirm in writing that they are liable for not having found a suitable solution for you during your travel time. Nevertheless, they are not entitled to accept any claims for financial compensation..

9.3 Rectifying a Problem on your own

If within a reasonable time of the trip no corrective action is done and it is not a minor deficiency, you are allowed to rectify the problem yourself. Any costs that may accrue, will be refunded to you by SwissAfrican as specified in the original travel agreement (e.g hotel category and type of transport). SwissAfrican will require all the supporting invoices in such cases. However, these costs are only refundable if you have already filed a complaint and obtained a confirmation in writing. See section 9.1 and 9.2.

9.4 Assertion

Your replacement request and confirmation is to be done as determined under section 9.2 and is to be carried out in writing and submitted to SwissAfrican within 30 days of the return. If these conditions are not met, then any claims for damages will be declared void.

10. Liability, Limitation and Exclusions

10.1 In General

SwissAfrican will reimburse you for services agreed on, but which were not sufficiently rendered or not rendered at all, or any additional work encountered on your part as long as the institutions mentioned in section 9.1 and 9.2 were not able to provide an equivalent service at a certain place and position during your trip.

10.2 International Agreements

If international agreements contain restrictions regarding compensation for damages encountered during the trip; whether the terms of the contract in consideration of the damages were fulfilled or not, SwissAfrican can refer to such international conventions and is only liable for the specific conditions stated in the contract. International agreements that limit travel agent responsibilities exist predominantly in the transport sector (air and rail as well as ocean-shipment).

10.3 Disclaimers

SwissAfrican is not held liable and financial compensation will be excluded when the terms of the contract due to various reasons are unfulfilled or not sufficiently fulfilled because of the following causes:

- neglect and/or negligence on your part before or during the trip;
- Unforeseeable, unavoidable omissions of third parties who are not involved in the provision of the contractual services;
- Force majeure or an event which SwissAfrican, intermediaries or service providers could not foresee or avert despite all their efforts;
- For the consequences that may be triggered due to delays from officially operating, scheduled means of travel (e.g. aircraft or train).

Subsequent costs, such as additional nights, meals, special transportation to the starting point of the trip or an important milestone of a round trip or safari, loss of travel services, etc. are at your expense.

10.4 Personal Injury

For personal injury, death, serious injuries, sickness, disease; aspects that could lead to a breach of contract, SwissAfrican can be held

responsible as long as the damage has been caused by SwissAfrican or any of their contract partners offering services to you during your trip. All international rights are to be reserved (see section 10.2).

10.5 Property and Financial Loss

SwissAfrican is only to be held liable for property or financial losses caused by not fulfilling a contract to maximum twice the travel price unless the damage was caused intentionally or carelessly. If liability limits of international agreements should be lower, such limits apply.

10.6 Valuables, Cash, Jewellery, Credit Cards etc.

We would like to point out that you are solely responsible for the safe-keeping of your valuables, cash, jewellery, credit cards, photo-, video- and communications equipment etc. In hotels valuables should be kept in a safe. Do not leave these objects unattended at any time or during transfers or excursions, they should not be guarded by only one vehicle keeper or otherwise left unobserved. We are not liable in cases of theft, loss, damage or abuse of lost cheques or credit cards or stolen cash, etc.

10.7 Local Events, or Excursions

Local events or excursions excluded in the agreed travel programme can inter alia be booked during the trip. Bear in mind that such events and trips could be risky (for example hikes in large altitudes or in areas with dangerous animals, climatic influences, heat, drought). It is your decision and therefore your responsibility if you want to take part in such events or trips. SwissAfrican cannot be held liable for trips or events booked directly at holiday resorts. Therefore, do make sure that you are insured for such outings.

10.8 Exemption from Liability during Safaris

The accommodations in wildlife areas and game parks are usually unfenced and hence the animals can move freely and close to your accommodation. Each traveller should be aware of the risk and visits these areas and parks at his/her own risk. Prior to departure to camping tours and on arrival at your safari lodges or hotels, you will be given a form to sign. This form acquits the safari operator from being held responsible for any accidents involving cars and animals. With your signature, you confirm that you, your relatives and your inheritors have no claim to any kind of compensation should accidents occur. We recommend you urgently to obtain appropriate travel insurance.

11. Insurances

Liability in regard to travel, transportation, and air carriers is limited. Swiss African recommends therefore a supplementary insurance providing coverage for baggage, cancellation fees, travel accident or health. An obligatory insurance, which will cover your costs in case of an emergency evacuation from a safari area, a stay at a local hospital or a return to Switzerland must be completed for all our trips.

12. Immigration-, Visa- and Health Requirements

12.1 Tour advertisements usually include information concerning passport and entry requirements. This normally applies for Swiss citizens.

12.2 You are responsible for any travel document issuances, extensions or obtaining visas. If a travel document is not available on time or too late or never acquired, and you have to cancel the trip, then the cancellation regulations should be adhered to.

12.3 Travellers themselves are responsible for compliance with the entry, health and foreign exchange regulations. SwissAfrican would like to point out that you are responsible for return travel costs that may arise due to an entry refusal. SwissAfrican would like to also make you aware of the legal consequences if prohibited goods or other imports are brought in to the country / place being visited.

13. Reconfirmation of airline tickets

If you are travelling unaccompanied, you are responsible for reconfirming departure times of your flights. The required information can be found on the website of the appropriate airline. If you miss your flight, you will be liable for any consequential costs. Airlines reserve the right to change departure times at any time

14. Arbitrator

Do contact an independent arbitrator of the Swiss travel industry before taking a dispute to court. It is their duty to resolve all kinds of problems that may arise between you and SwissAfrican. They also endeavour to find a solution that satisfies both parties. The arbitrator's address is: Ombudsman of the Swiss travel industry, Post Office Box, 4601 Olten, Switzerland.

15. Guarantee of travel

We are members of the guarantee fund of the Swiss Travel Industry. We therefore meet all the legal requirements of the Swiss General Travel law.

16. Governing Law, Jurisdiction

16.1 The contractual relationship between you and SwissAfrican is exclusively in accordance with the Swiss Law.

16.2 Any legal actions or complaints against SwissAfrican must be levied solely and exclusively within the jurisdiction of the Contract Court of Zurich, Switzerland.