



AFRICAN SAFARIS & ADVENTURE
HOLIDAYS

CHALO AFRICA TOURS PRIVATE LIMITED

TERMS AND CONDITIONS

I. **GENERAL.**

- By agreeing to these Terms and Conditions (“**Terms**”), each person intending to make a reservation with Chalo Africa Tours Private Limited (hereinafter referred to as “**CA**”) and/or each person intending to accompany every such person, (each such person, a “**Traveller**”) understands 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. (“**Independent Contractors**”). The rights and liabilities of each of the Traveller and CA, shall terminate automatically upon completion of the Travel and/or cancellation of a Reservation (defined below) or a Travel and/or upon premature withdrawal of the Traveller from a Travel, whether before commencement of or during continuance of a Travel.
- 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 Travellers enter into various arrangements with the Independent Contractors. The Traveller further understands that CA has no control over and assumes no responsibility for the actions of any Independent Contractors, and that no Independent Contractor 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 CA or its Independent Contractors. The Traveller shall have also deemed to release, indemnify, and covenant not to sue CA, or its officers, directors, shareholders, agents, employees, contractors and other persons or entities involved with the Travel, for any and all claims of whatever kind arising from the Traveller’s participation in the Travel, including, but not limited to, personal injury, illness, death, damage, or monetary losses.
- CA reserves the right to change or modify any of the terms and conditions contained in these Terms, or any policy or guidelines relating to a Travel, at any time and in its sole discretion. Unless otherwise specified, any changes or modifications will be effective immediately with respect to a Reservation (defined below), upon communication in writing to the Traveller, or posting of the revisions on CA’s online web portal with URL <http://chaloafrica.com/> (“**CA Portal**”), and the Traveller’s no-objection and/or continued use of the CA Portal will constitute the Traveller’s acceptance of such changes or modifications. The Traveller is expected to review the Terms and its incorporated policies and documents from time to time to understand the terms and conditions that apply to a Travel. Subject to the foregoing, these Terms are (a) merely indicative of a Travel and/or Reservation, (b) tentative (c) subject to any special and/or specific conditions affixed by CA in relation with a Travel, and the Travellers are expected to verify the Terms

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applicable to a particular Destination with the CA either prior to or at the time of making a Reservation.

- 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 Independent Contractors or its/their licensors or users and are protected by the applicable Indian and international copyright laws. 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 Independent Contractor’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.
- If CA is not engaged for making the complete Travel arrangements for a Traveller, CA will be deemed to have been absolved from all penalties, damages, costs, risks and liabilities of whatsoever nature, in connection with such Travel in its entirety. 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. Further, CA shall not be held liable for any penalties, damages, costs or losses, of whatsoever nature, incurred by the Traveller, as a result of any voluntary or involuntary changes to the Itinerary (defined below) or any other matter in connection with the Travel, without prior written consent of CA.
- 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.
- 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 to participate 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, (c) the Traveller is not otherwise prohibited from emigrating from India and/or immigrating any Destination (defined below), and such other representations and undertakings applicable in the usual course, to any Travel.

II. **RESERVATION, PAYMENT & DEPOSIT TERMS.**

- All reservations through CA, shall be made only in the manner stipulated in these Terms, unless otherwise offered by CA in writing. Subject to the foregoing, all reservations shall be subject to confirmation by CA in writing.
- Each Traveller must follow the procedure below:

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- (i) Submit a duly completed copy of the prescribed reservation form (“**Form**”) to CA via email at reservations@chaloafrica.com. The Form is available for download on the CA Portal. Alternatively, a Traveller may contact the reservation office of CA via e-mail at reservations@chaloafrica.com or over the telephone at +919717275237 or obtain, by prior appointment, a physical copy of the Form in person from CA’s corporate office at F-202, Lane W5A, Western Avenue, Sainik Farms, New Delhi 110062. Special deals, if any, are often sold out months in advance. It is essential to make reservations well in advance to ensure preferred arrangements.
- (ii) Subject to, and based on, the information filled out by the Traveller in the Form and the individual requirements/reservations communicated to CA, CA will, as soon as practicable (and in any case, within a reasonable period of time post receipt of the aforesaid information from the Traveller), provide the Traveller with a proposed itinerary (“**Itinerary**”) containing detailed information on a tailor made safari for the Traveller, covering Destination(s). The Itinerary will be accompanied with an estimation of costs and expenses expected to be incurred by the Traveller in the Travel, including transportation charges, lodging/boarding, charges for food and beverages covered in the package as part of the Travel, etc. (“**Travel Costs**”).
- (iii) Within seven (07) days of the provision of the Itinerary, the Traveller is required to convey to CA in writing, his/her acceptance of the Itinerary and the Travel Costs, and/or suggestions pertaining to any variations in the Travel indicated in the Itinerary. Failure to notify CA within the aforesaid timelines will be deemed as non-acceptance of the Itinerary and the offer for Travel Costs made by CA will expire automatically. CA may however, at its sole discretion, revive the offer for Travel Costs for an Itinerary by condoning the delay made by the Traveller, in exceptional circumstances.
- (iv) Traveller’s acceptance to the Itinerary and Travel Costs as aforesaid, will need to be conveyed to CA in writing, accompanied with payment of an initial *non-refundable deposit* equivalent to thirty percent (30%) of the total Travel Costs (“**Initial Deposit**”), to be made in favour of CA. Upon receipt of the Initial Deposit, 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 be bound to confirm a Reservation until receipt of the full payment of Initial Deposit. The rate of conversion (USD to RUPPEE or RUPPEE to USD) shall be considered by the CA as on the date when the payment is being made *viz* either when the Traveller makes 30% payment or the remaining 70%.

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- (v) Upon confirmation of the Reservation, a booking reference number will be assigned and indicated on the Traveller's original invoice. The Traveller will be required to quote this number at the time of any and all communications with the CA, in connection with the Travel, including on the CA Portal, via e-mail, over the telephone or in person.
 - (vi) 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.
 - (vii) 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.
 - (viii) Delay in making the Balance Payment to the 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.
 - (ix) If the Reservation pertains to a group of ten (10) or more people travelling together, CA will reserve the right to offer a special discount on the total Travel Costs.
 - (x) Further, if Balance Payment is made at least four (04) months prior to the scheduled date for commencement of Travel, CA will reserve the right to offer an additional discount on the total Travel Costs (whether or not discounted as aforesaid).
 - (xi) All payments to CA will be made in the favour of 'Chalo Africa Tours Private Limited'. Modes of payment currently offered by CA are as under:
 - By Cash/Cheque/Demand Draft – Cash payment to be made in any branch of ICICI Bank (*bank details mentioned below*). Cheque payments are subject to clearance.
 - By Electronic Money Transfer (RTGS & NEFT) (*bank details mentioned below*)
 - By the online payment gateway system, as and when incorporated on the CA Portal net banking
- The **BANK DETAILS** for making the payments, are as follows:



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ICICI BANK LTD,
Saket Wealth Branch
E – 147, Opp Anupam Pvr, Saket,
New Delhi 110017

For Deposits in Indian Rupee (INR)

ICICI BANK LTD, Saket Wealth Branch
Account No. **164705000067**
Type of Account: **Current**
Branch Name: ICICI Bank Ltd., Saket Wealth Branch
RTGS/NEFT IFSC Code: ICIC0001647;
MICR : 110229195

For Deposits in United States Dollars (USD):

ICICI BANK LTD, Saket Wealth Branch
Type of Account: EEFC

- Pay to Correspondent Bank – JP Morgan Chase, NY
Swift Code: CHASUS33XXX
- Further credit to: ICICI BANK LTD
Swift Code: **ICICINBBCTS**
- Final credit to: CHALO AFRICA TOURS PVT. LTD.
- Account No: **EEFC A/C No: 164706000006.**

Note:

- *In case of payments made through credit card, debit card and net banking, the bank charges (extras may be applicable), would be levied over and above the total Travel Costs.*
- *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.*
- *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.*
- *The Travel Costs offered by CA (including Initial Deposit and Balance Payment) are subject to increase if there is an increase in the costs to be incurred by CA and/or any Independent Contractor in connection with the Travel, provided that such increase, as applicable to CA and/or any Independent Contractor individually, is not in excess of fifteen percent (15%) of the original Travel Costs. Such increase in Travel Costs may be attributable to exigencies such as, foreign exchange rate fluctuations, revision of rates by the Independent Contractors, increase in air fuel prices, or increase in transportations costs, boarding/lodging charges, provision of alternate accommodation (due to the offered accommodation becoming*

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uninhabitable for any reasons whatsoever) or any other circumstances beyond the reasonable control of CA and/or the Independent Contractors.

- *Charges towards inter alia, the following items are excluded from the tour price: unless otherwise indicated in the itinerary*
 - *visa, passport and vaccination;*
 - *departure, airport and airline taxes;*
 - *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 Independent Contractors, and refunds, if any, payable to the Traveller by CA, are subject to refund of corresponding amounts to CA by the Independent Contractors. In the event of any delay in making refunds to the Traveller owing to non-receipt of corresponding amounts from the Independent Contractors, CA shall not be held liable in any manner whatsoever.*

III. **CANCELLATIONS, POSTPONEMENTS AND REFUNDS.**

- Cancellations and postponements of Reservations are only effective on receipt of a written notification by CA prior to inception of the Traveller's liability to pay the Balance Amount, whereupon the Initial Deposit is forfeited (in case of cancellation) and/or is adjustable against confirmation of such postponed Reservation (in case of postponement). Provided however, that the initial Deposit is liable to be forfeited in case of postponement of a Reservation, if date of commencement of Travel under the postponed Reservation succeeds the original date of commencement of Travel by more than sixty (60) days. 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:
 1. Cancellation at least seventy (70) days prior to the date of commencement of Travel: 100% refund of the Balance Amount;
 2. 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;
 3. Cancellation thirty nine (39) days or less, prior to the date of commencement of Travel: No refund
- Please note that if the reason for cancellation or postponement falls within the terms of any holiday insurance that you are holding, then any such charges will normally be refunded to you by the insurance company, subject to the terms of the insurance. We strongly recommend that all guests traveling with CA obtain full travel insurance valid

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from the date of confirmation of the safari, which will cover claims for any cancellation charges.

- Any postponement or change in a Reservation may be accommodated by CA subject to space availability and the consent and/or ability of the Independent Contractors 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.
- No refunds are given:
 1. for lost travel time or substitution of facilities;
 2. 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;
 3. for Traveller's absence or withdrawal from any segment(s) of the Travel covered in the Itinerary, for any reasons whatsoever, after commencement of the Travel;
 4. for non-grant of a valid visa for any Destination(s), expiry/loss of passport or non-grant/non-availability/loss of any other documents required for participating in or continuing with the Travel, for any reasons whatsoever.
- The purchase of Trip Insurance is highly recommended if Travellers feel there is even the slightest chance of cancellation due to non participation.
- No person other than the CA, in writing, has the authority to vary, add, amplify or waive any stipulation, terms or conditions set forth in the Itinerary. In the event of CA exercising its rights to amend or alter any Itinerary, after confirmation of Reservation, Traveller shall have the right:
 1. To continue with the Travel as amended or altered; or
 2. To 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 of whole of Travel Costs.

In the event that CA is unable to initiate a Travel, or if the Travler decides not to opt for either of options 1 and 2 above, CA shall, at its sole discretion, refund the entire Balance Amount to the Traveller.

- Whilst 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 Amount, if any accommodation or excursion becomes unavailable.
- 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

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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 whatsoever nature, incurred by the Travellers in connection with the cancelled Travel.

- It would take at least forty five (60) days to process refunds, if any, and the refunds shall be paid directly by CA to the Traveller subject to these Terms.

IV. GROUND HANDLING WAIVER.

In the event of any cancellations, change or delay in ground handling arrangements by any Independent Contractors (including, but not limited to, flights and transfers and accommodation bookings), CA will make every effort 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 *inter alia*, 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 therefore.

V. BAGGAGE.

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 Traveller.

It is recommended that the Traveller obtains suitable travel insurance for protection against the foregoing exigencies.

VI. RISKS.

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 thereby accepting 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.

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The Traveller hereby undertakes that he/she will sign an express waiver that he/she undertakes an African safari which may take them into isolated regions and into close proximity with wild and unpredictable animals, of their own volition and release CA/ Independent Contractor and their sub-contractors, agents or employees from any liability beyond the statutory requirements of country specific law for all claims and actions that may accrue from their participation. Travellers will be required to sign a Conditions and Waiver form to similar effect by the Independent Contractor at the time of their safari departure.

Neither CA, nor its employees, officers, agents, directors, representatives, etc. nor the Independent Contractors, can be held responsible for any accident, injury, illness or death sustained during the course of the Travel, whether or not this accident, injury, illness or death is deemed to be caused through negligence on the part of the CA, and/or the Independent Contractors. CA does not accept responsibility for any theft or loss of personal belongings that occurs while clients are staying either at a camp owned or operated by CA or the Independent Contractors or on any service provided by CA or through any service booked by CA and provided by an Independent Contractor. All Travellers are strongly advised to insure themselves and their property fully for the duration of the Travel. Emergency Evacuation Cover, purchased through AMREF (The Flying Doctors Society) or any other organization specified by the Independent Contractors is mandatory for any Travel involving a safari, booked through CA, or any Travel involving a safari, that includes travel to, and accommodation at, any of the camps offered by CA through its Independent Contractors. CA reserves its right to assist the Traveller with such information concerning obtaining the cover, as may be required. The Traveller is responsible for ensuring that the cover is in place and for providing CA with full details of the cover 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 Independent Contractors. While the personnel of CA and/or the Independent Contractors at the camps offered by CA during the Travel, will assist the Travellers in any way possible, 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 Independent Contractors or personnel deputed 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.

VII. INSURANCE.

CA requires that each Traveller obtains comprehensive travel insurance, including medical coverage, emergency evacuation coverage and repatriation.

VIII. TRAVEL DOCUMENTS AND HEALTH.

- The onus is on the Traveller to ensure that valid passports, visas, travel permits, confirmed air tickets, health certificates, medical and travel insurance, inoculations and

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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 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, through assistance of CA, 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.

- It is the Traveller's responsibility to take all appropriate medical advice prior to departure as to whether or not the Traveller is fit to undertake the Travel. It is vital that Travellers with medical conditions make them known to CA at the time of Registration. The personnel organizing a safari as part of the Travel, has the right to disqualify any Traveller at any time during the safari, if it is felt that a Traveller's continued participation will jeopardize such Traveller and/or other Travellers. 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.
- CA assumes no liability regarding provision of medical care to any Traveller during the Travel.
- 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 should be commenced well in advance of commencement of the Travel, as per the instructions of a qualified doctor. Travellers should carry their medications and insect repellants during the Travel.
- In the event that a medical condition has not been disclosed by a Traveller, CA will neither be liable for any assistance of any kind to the Traveller nor to refund the any part of the Travel Costs thereto.

IX. **FORCE MAJEURE.**

- "Force Majeure" means, in relation to CA, any circumstances beyond the reasonable control of CA (including, but without limitation, war or threat of war, sabotage, civil disturbance, or requisition, acts of God, fire, accident, flood or explosion, sickness, quarantine, Government intervention, weather conditions or other untoward occurrences, and includes a Force Majeure event resulting from a Force Majeure incapability of one or more of the Independent Contractors to perform their respective services, directly or indirectly affecting CA's ability to fulfill its obligations here under).
- If CA is affected by Force Majeure, it shall as soon as is practicable, notify the Traveller of the nature and extent thereof.


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- CA shall not be deemed to be in breach of these Terms or otherwise be liable 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 Force Majeure event.
- If CA is affected by Force Majeure, it shall be entitled to, and may in its absolute and sole 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 reasonable endeavors to reimburse the Traveller where possible, whether in part or full. 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.**

- 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 or an excessive increase in charges imposed on CA by its Independent Contractors, or as a result of any foreign exchange rate fluctuations, new government levies or taxes in India or at the Destination(s), changes in fees payable in the nature of Park, Reserve, Conservation Area or Community fees at the Destination(s). CA will endeavor to notify the Travellers in writing as soon as it is aware of any likely need to impose a surcharge. 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. 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 specified in the aforesaid notice/notification, CA may 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, CA allows payment of surcharges by a Traveller after expiry of the aforesaid period of payment specified in its notice to the Traveller, the Traveller will be liable to additionally pay interest calculated at the rate of twenty four percent (24%) 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. **PHOTOGRAPHY.**

- The Company reserves the right, without further notice, to make use of any photographs or videos captured during a Travel, by CA's and/or Independent Contractors' staff for general publicity purposes, without being liable to make any payment to, or require any prior permission from, any Traveller.

XII. **AIRLINES.**



- Carriage by land, sea and air is subject to the terms and conditions of the carrier/Independent Contractor with whom a Traveller travels as part of the Travel, and to the applicable municipal and international statutory framework, some 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.
- The passenger contract in use by the airline carriers/Independent Contractors 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.

XIII. 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, 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.

XIV. NOTICE OF ENFORCEABILITY.

- Confirmation of a Reservation will deemed to be an acceptance in writing by a Traveller of these Terms, which constitutes a binding agreement between CA and Traveller, enforceable against the Traveller under applicable provisions of law.

XV. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

- Except as expressly provided to the contrary in writing by CA, the Terms, the information contained herein and/or on the CA Portal and the services provided on or in connection herewith ("Services") are provided on an "as is" basis without warranties of any kind, either express or implied. CA expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the Services, and/or the information, Content and materials published by CA, including without limitation, on the CA Portal. 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 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.

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- Without prejudice to the other provisions of these Terms, CA, its employees, representatives, agents, officers, directors or other personnel, and/or the Independent Contractors shall, in no circumstances whatsoever, be liable to a Traveller for:
 1. Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and/or damage or any kind of theft howsoever caused;
 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 initial deposit shall be forfeited by the CA and the entire reservation can 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.
- By agreeing to these Terms, the Traveller waives and covenants not to assert any claims or allegations of any nature whatsoever against CA, its affiliates, or their respective directors, officers, employees or agents 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 of proprietary rights, alleged inaccuracy of these Terms, or allegations that CA has or should indemnify, defend or hold harmless the Traveller or any third party from any claim or allegation arising under these Terms and/or during the Travel.
- Without limitation of the foregoing, neither CA nor any Independent Contractor shall 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, these Terms, 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.

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AFRICAN SAFARIS & ADVENTURE
HOLIDAYS

- 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.

XVI. FOR YOUR INFORMATION.

- The transportation, accommodations and other services provided by Independent Contractors are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them. Because CA does not have the right to control the operations of the Independent Contractors, CA cannot be held liable for any personal injury or property damage which may arise out of these services. CA reserves the right to cancel any Itinerary or any part of it, to make such alterations in the Itinerary as it deems necessary or desirable, to refuse to accept or to retain as a member of any Travel any person at any time, and to pass on to Travellers any expenditure incurred by delays or events beyond its control. In case of any appreciable variation in cost, CA reserves the right to adjust its rates.

XVII. SPECIAL REQUESTS.

- Travellers must advise CA in writing of any special requests, i.e. diet, facility or physical handicap, when they submit their reservation requests to CA, which will be met if possible, at such additional costs as CA may prescribe.

XVIII. DISPUTES.

- If a Traveller has any cause for complaint during Travel, he/she must immediately bring it to the attention of the Independent Contractors and/or CA, who will attempt to resolve the situation in their best reasonable efforts.

XIX. CONSENT.

- The payment of Initial Deposit and/or confirmation of Reservation constitutes consent to all provisions of the conditions and general information contained in the Terms applicable to such Travel, whether or not incorporated and/or updated on the CA Portal, and which will be provided to the Travellers by CA at the time of accepting the Initial Deposit and/or confirming a Reservation.

XX. CONDITION OF BOOKING.

- The Travellers 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

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other Travellers or become a hazard to himself/herself or other Travellers, and CA will not be responsible for any expenses for or towards such persons precluded from completing the Travel for this reason.

XXI. REDRESSAL OF GRIEVANCES.

- If a Traveller has any grievance in respect of any services provided by any of the Independent Contractors during the Travel, the Traveller shall immediately inform the Travel manager in writing, marking a copy to CA and such Independent Contractors, so that CA can take up the matter with such Independent Contractors and has the chance to rectify the problems then and there, if the grievance is genuine. However, CA will not be liable for, or for ensuring payments towards deficiency of services of an Independent Contractor, in any manner whatsoever. In case a Traveller is not escorted by a Travel manager, any grievance concerning services of any Independent Contractor should be communicated in writing via email to CA at info@chaloafrica.com. No claim notified to CA beyond expiry of the Travel will be entertained.
- CA reserves the right to refuse to carry out its contract or confirm Reservation for any person whom it may consider to be undesirable in its absolute discretion and it shall not be required to show any reason for doing so.

XXII. DISPUTE RESOLUTION

- (i) All disputes arising in connection with a Travel, Reservation, the Terms, CA Portal and/or the Services, will be subject to the exclusive jurisdiction of the courts at Delhi. In case of a dispute, the aggrieved person shall first in writing make a complaint to the CA, which shall be processed within a period of two weeks (working days).
- (ii) Being dissatisfied with the above and without prejudice to the foregoing, all disputes as aforesaid, if unresolved after the expiry of two weeks in terms of Clause XXII (i) shall be referred to a sole arbitrator to be appointed by CA. The place of arbitration shall be New Delhi and be governed by the provisions of the Arbitrations and Conciliation Act 1996. The arbitration proceedings shall be conducted in English language. The award rendered shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the arbitrator's decision and shall apportion the costs of the arbitration. The award rendered in any arbitration commenced hereunder shall be final and binding, and the arbitral award may be enforced against the parties to the arbitration proceedings or their assets wherever they may be found in any court having jurisdiction thereof. The laws of India shall govern the validity, interpretation, construction, performance and enforcement of the Terms applicable to each Travel.

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XXIII. **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