



Travel Terms & Conditions

Please read the following Travel Service Purchase Agreement terms and conditions of your trip. They are very important as they limit Sikeleli Travel & Expeditions Limited liability and that of the Travel Service Providers providing your trip arrangements. They also describe the conditions under which your trip will operate. A copy of these terms and conditions can be sent to you upon request when you book your travel with Sikeleli Travel & Expeditions Ltd.

General

For valuable consideration (including, without limitation, the mutual covenants and agreements of this Travel Purchase Agreement), the purchaser (“the traveller/you”) agrees, without modification, to the terms and conditions of this Travel Purchase Agreement (the “Agreement”) as set out below and to the local terms and conditions of the hotel, safari camp, safari lodge, transfer and/or tour operator or other suppliers of accommodation or travel services or other activities (“travel service/safari provider”) which are applicable to the travel services (“the travel services/the safari(s)”) being purchased by the traveller from the travel service and/or safari provider.

By electronically or manually signing and returning the Agent’s Acknowledgement of Risk, Release and Indemnity Form (“the waiver”) the traveller acknowledges having had the opportunity to review and agree to the terms and conditions of the agreement, including any assignments thereof, and of the travel service provider(s) prior to completing the purchase of the travel services.

Responsibility

General: In this Agreement, “Sikeleli Travel & Expeditions Limited” (*Travel License Number 73208/Company Number BC1021378*) hereinafter “Sikeleli Travel” located at 2487 Westhill Court, West Vancouver, BC, V7S3A5, Canada means the “Agency” selected by the travellers.

Change of name to Sikeleli Travel & Expeditions Limited

In June 2020, Sikeleli Africa Safaris Limited formally changed its name to Sikeleli Travel & Expeditions Limited to reflect Sikeleli’s growing worldwide footprint. The beneficial ownership of the company has not changed, nor has its Directorship or Senior Management. The Head office address remains the same. Sikeleli’s Corporate Business number is unchanged as does its Travel License Number.

Applicability

All the rights and duties of the Agency and those of all travellers and service providers having in the past contracted with the Agency remain identical and unchanged, regardless of whether

those rights and duties were created (directly or indirectly) by and/or with Sikeleli Africa Safaris Limited or Sikeleli Travel & Expeditions Limited, they being one and the same company in every respect.

In providing travel information, making reservations and issuing vouchers and other valid documents to the travellers, Sikeleli Travel acts solely as the agent for the travel service/safari provider.

Sikeleli Travel does not guarantee or ensure the travel services to be provided by any travel service/safari provider. Sikeleli Travel assumes no responsibility for actions beyond its control in connection with the travel services. Sikeleli Travel is not responsible or liable for any claims, losses, damages, costs or expenses arising out of personal injury or death, loss of enjoyment, upset, disappointment, distress or frustration, loss of or damage to property, accident, delay, non-performance, irregularity, or any consequence from them, which may be occasioned through the neglect or default or any act or omission of any travel service/safari provider or any governmental authority or which may be occasioned through weather, equipment failure, labour disputes, sickness, theft or any other reason not within the direct control of Sikeleli Travel. Without limiting the generality of the foregoing, Sikeleli Travel is not responsible for any consequential damages whatsoever.

Sikeleli Travel transmits the proceeds from the sale of the travel services to the travel service/safari provider supplying that travel services and Sikeleli Travel acts as the travel service provider's agent. In the event that such a travel service provider defaults prior to providing the tailor-made travel services for which payment has been made, the traveller's sole recourse for refund shall be with the defaulting travel service provider, or from insurance covering such defaults.

The traveller's rights, remedies and recourse under this Agreement for any breach of this Agreement by the Agency shall be restricted to those available against the Agency itself. The traveller agrees that the directors, management and employees of the Agency are hereby specifically excluded, both jointly and severally, from any action taken by the traveller in terms of enforcing such rights, remedies and recourse.

Africa and Asia Specific: Sikeleli Travel your travel agent, acts only as agent for the travel service/safari provider in regards to travel, whether by plane, car, motor coach, ship or railroad and assumes no liability for injury, damage, loss, accident, delay or irregularity, which may be occasioned either by reason or defect of any vehicle, act of war, insurrection, revolt or other civil uprisings, other military action, strikes or any Act of God occurring in either the country of origin, destination or through travel, or for any reason whatsoever, or through the acts or default of any company or persons engaged in arrangements of the travel services.

In the wilderness and safari areas of Africa and Asia, wildlife is free and such wildlife experiences unfold naturally and are not orchestrated for the tourists. There is no guarantee in the wild and the possibility exists of fluctuations of nature regarding wildlife viewing, timing, locations of animals, temperatures, weather, wildlife movements, fluctuations in normal weather patterns, climate changes, changes in water levels, cold or hot spells, droughts, rain, varied migrations and animal viewing in various parts of the African continent, or islands off Africa. Sikeleli Travel, your travel agent, is not liable for natural fluctuations that affect

weather and wildlife viewing in various parts of the African continent, or islands off Africa. By forwarding deposit for travel, the passenger acknowledges they are aware of the natural fluctuations in Africa.

The timing of services in Africa and Asia can be variable and unpredictable. All start and end times, length of services, as well as the number of hours it takes to drive, fly or walk while traveling from point to point and/or while viewing wildlife or sightseeing in Africa and Asia can fluctuate greatly dependent on road and other local conditions, animal patterns, other natural occurrences, schedule necessities, weather, safety concerns, etc. which are determined on the spot and cannot be predicted ahead of time. Thus, all timings given in documents prior to departure are variable and subject to change during the course of travel. Local operators, camps, hoteliers, guides, pilots, drivers will update passengers during the course of the trip.

Sikeleli Travel, your travel agent, is not liable for timing fluctuations. By forwarding deposit for travel, the passenger acknowledges they are aware of the likelihood of timing fluctuations in Africa.

When in Africa and Asia phone service is often unreliable. One cannot ever expect and assume that all cell phones to work in Africa and Asia and specifically in undeveloped and wilderness areas. Certain phones may work while others don't. One must plan for the possibility of being out of contact for part of or the entirety of the travel services.

Additionally, an international calling plan should be set up for all the countries you are visiting if you wish to call from your personal cell phone, however, all calls and call charges are the responsibility of the passenger. The nature of the destination is that there are places where one will simply be out of contact.

WIFI may be unavailable at a number of camps in Africa and Asia and there may be a cost incurred. Additionally, cell phones that receive emails or access the Internet and social networks to upload updates and photos could be subject to very high charges in Africa and Asia for receiving data and web access to your phone. All emails and Internet costs are the responsibility of the passenger. Please check with your carrier. It is recommended that either your data should be turned off completely throughout your entire trip or a special data plan should be set up with your provider in preparation for your trip.

Without these arrangements, it would not be uncommon to get a bill for hundreds to thousands of dollars, depending on the length of your trip. Even if the data is turned on one time in Africa and Asia, all emails will download. Even with a data plan, it is recommended that you turn your phone to a plain text setting and block all images from being downloaded. Bringing Satellite phones may not be allowed in all countries or require extensive paperwork and approvals far in advance of travel.

Sikeleli Travel, your travel agent is not liable for communication differences in Africa. By forwarding deposit for travel, the passenger acknowledges they are aware of these communication differences in Africa.

Accommodations vary greatly within Africa and Asia, and also from accommodation in other countries, often being located in very remote and undeveloped areas, as well as having more rustic amenities including toilets, showers, beds, lighting, variations in food, often include outdoor and communal dining, etc. Sikeleli Travel, your travel agent, is not liable for accommodation differences in Africa. By forwarding deposit for travel, the passenger acknowledges they are aware of these accommodation differences in Africa.

Sikeleli Travel, your travel agent cannot accept any responsibility for losses or additional expenses due to delay or changes in schedules or other causes. All such losses or expenses will be the responsibility of the members of the travel group, as the rates provided are for the arrangements only at the time stated. The right is reserved to make any adjustments to the travel services itinerary and the right is reserved to cancel any travel services prior to departure. Sikeleli Travel may not be held responsible for any loss or damage to luggage, before, during or after the travel services program. Payment of your deposit shall be deemed to be consent to the above conditions.

Disclosure Notice

Please be aware that during your participation in a Sikeleli Travel safari, certain risks and dangers may arise including, but not limited to, the hazards of traveling in undeveloped areas, travel by boat, train, automobile, aircraft or other means of conveyance, the forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical facilities. Also, be aware and clearly understand that Sikeleli Travel will not have liability regarding the provision of medical care or the adequacy of any care that may be rendered. You are voluntarily participating in these activities with the knowledge of the dangers involved and hereby agree to accept any risks.

As lawful consideration for the agreement with Sikeleli Travel to participate in such trips and activities you hereby agree that you will not make a claim against Sikeleli Travel, or sue for bodily injury, emotional trauma, death and/or property damage, however, caused, as a result of your participation in the safari or trip. You, therefore, release Sikeleli Travel & Expeditions Limited and its Directors, management, employees and agents, its successors and assigns from any and all claims, known or unknown, arising from your participation in the travel services provided.

This release of Liability and Assumption of Risk Agreement as well as the Agreement is entered into on behalf of all members of your family including minors accompanying you. The Agreement is binding on your heirs, legal representatives and assigns. If any portion of the Agreement is unenforceable, the remaining portions shall remain in full force and effect. Any litigation involving this contract can be brought only in courts of competent jurisdiction in the Province of British Columbia of Canada and British Columbia Provincial law will be applicable to any disputes, which arise out of your safari and/or the travel services provided.

Eligibility

The traveller must be at least 18 years of age in order to purchase travel services under this Agreement.

Pricing & Content

All prices listed on this website and any other documentation are in US dollars unless otherwise stated. Sikeleli Travel reserves the right to amend rates but will honor any confirmed bookings at existing agreed rates. (Confirmed booking definition: the property has received payment or is holding a valid voucher).

Should there be a discrepancy between the price shown on this website and that of the actual travel service provider, the latter shall prevail.

Bookings

Reservations: Need to be made well in advance, by the Agent on behalf of the travellers, as some lodges, camps and hotels are limited in size, and sell out well in advance due to seasons. To assure the traveller's first choice of accommodation, an early reservation is essential.

Fees, Deposit for Passage & Payments

Planning Fee: The USD100 Planning Fee for the planning and reservation stage of the traveller's tailor-made safari/travel services may be waived at the discretion of the Agency.

Payment Sequence: Sikeleli Travel only arranges customized tailor-made safari/travel services for you. Payments are made in two simple and separate stages. Firstly, the Deposit for Travel and secondly, the Balance Payment.

Deposit for Travel: In order to secure and confirm the traveller's reservations, Sikeleli Travel requires a non-refundable deposit for travel of 30% of the total cost of the safari/travel services. Payment of the deposit for travel will secure all booking on the traveller's itinerary and will also be deemed as acceptance, by the traveller, of the terms and conditions of the Agreement.

Balance Payment: The Balance Payment is the difference between the Deposit for Travel and the total cost of the safari/travel services as reflected on the face of the relevant Sikeleli Travel Invoice sent to the traveller. The Balance Payment of the cost of the safari/travel services must be paid no later than eight weeks before the departure date of travel.

Payment for Amendments: Payment for any amendments made by the traveller to their itinerary which increase the cost of the safari/travel services, shall be made no later than the time of the Balance Payment. Any amendments made by the traveller to their itinerary which reduce the cost of the Safari/travel services shall be made by a refund from Sikeleli Travel to the traveller no later than fourteen days after the Balance Payment is received.

COVID-19

Should a traveller(s) test positive for COVID-19 prior to or during their planned trip, our team will provide assistance with travel logistics and bookings for a property set up for quarantine stays. However, the costs for these additional services and any consequent or related charges shall be borne upon the traveller(s).

Cancellations, Conditions & Charges

The Agency's standard cancellation terms are as follows.

Cancellation of the traveller's booking must be in writing. Cancellations are only valid upon receipt of written notification whereupon the deposit for travel deposit is forfeited, unless otherwise specifically agreed in writing.

These are extracts of cancellation policies, which have been taken verbatim from the relevant operator's and providers terms & conditions. Cancellation fees are levied when the traveller cancels confirmed reservations. The costs of the cancellation fees will escalate the closer the traveller cancels to his/her confirmed departure date.

Penalties escalate from forfeiting the deposit for travel to full price 6 weeks out as follows:

- Sikeleli Travel requires a non-refundable deposit for travel of 30% of the total cost of the safari/travel services. Payment of the deposit for travel will secure all booking on the traveller's itinerary and will also be deemed as acceptance, by the traveller, of the terms and conditions of the Agreement.
- If a cancellation is made by the traveller between 55 to 42 days (approximately 6-8 weeks) prior to the date of departure (the first day of the safari/travel services), the traveller loses 50% of the total safari/travel services price. *
- For all NEW safari/travel services bookings made from 30th May 2020 onwards and until otherwise advised in writing by the Agency, if a cancellation is made by the traveller between 55 to 42 days (approximately 6-8 weeks) prior to the date of departure, the traveller loses 70% of the total safari/travel services price. This condition does not affect any bookings made prior to 30th May 2020 regardless of whether these bookings have been amended, changed or postponed after that date. *
- If the traveller cancels between 41 days (approximately 6 weeks) to the date of departure the traveller loses 100% of the safari/travel services price.

*Plus, applicable third-party charges. Some costs e.g. Gorilla permits are fully non-refundable upon receipt. Certain restricted airline tickets may also be non-refundable upon receipt depending upon the carrier's terms and conditions governing the tickets issued to the traveller. The Agency shall be the sole arbiter of whether the terms and conditions governing the airline tickets are refundable or not.

Should the traveller fail to start or fail to join the booked safari/travel services no refund can be made.

Should the traveller leave the booked safari/travel services prior to its completion, no refund can be made.

Please note: During peak season periods Sikeleli Travel reserves the right to alter the cancellation policies should the travel service/safari providers apply different penalties to

those listed above. Sikeleli Travel reserves the right to alter the cancellation policies in respect of group travel on specified photographic safari/travel services. The traveller will be informed in advance and in writing of any variation prior to payment of the deposit(s) for travel where such alterations and variations are applicable.

In all cases of cancellation, Sikeleli Travel shall, acting on “a best-efforts-only” basis, attempt to obtain the partial/full return of the Deposit for Travel or the cost of the Safari/travel services returned. However, there is no guarantee that such efforts will be successful in part or in whole. We, therefore, draw the traveller’s close attention to the important cancellation terms above.

Not Included

Land Travel Only: prices do not include intercontinental airfares unless specifically requested by the traveller, costs of obtaining passports, visas, inoculations, excess baggage charges, all items of a personal nature such as drinks, laundry, telephone calls and cables, meals not specified in the itinerary, personal and baggage insurance, local airport taxes and tips to waiters, hotel staff, game rangers and sightseeing drivers and guides.

Gratuities: Tips to guides, waiters, hotel staff, baggage handling and game rangers are not included and are at the traveller’s discretion.

Operational Refunds: will not be made for occasional missed meals or services, or for any absence from the safari/travel services of less than 4 consecutive days, or for hotel accommodations not utilized. Applications for refunds must be made in writing to Sikeleli Travel, within 30 days of safari/travel services termination.

Confirmation & Delivery

After a personalized safari/travel services itinerary is made and agreed upon, the traveller will receive an e-mail confirming the details of their safari/travel services. It is the traveller’s responsibility to verify that the information contained in that e-mail correctly and accurately reflects the safari/travel services purchased. If the information in the e-mail is incorrect, the traveller must contact the Agency within 10 working days in order to have it corrected.

Vouchers/tickets, if requested, will be delivered by means of e-mail. For other travel documents issued by travel service providers, delivery or pick-up arrangements will be made with the traveller by the Agency. If the traveller elects to have any documents delivered by courier, applicable courier charges will be payable by the travellers. Travel documents issued by travel service/safari providers for safari/travel services purchased within two (2) weeks of the date of travel will be available by airport pick-up only. The travellers responsible for compliance with the applicable tour operator’s airport pick-up conditions.

Documentation

It is the responsibility of the traveller to ensure that the traveller and all other persons traveling with the traveller have the appropriate documentation in their possession (such as current and valid passports, visas and identification cards) before departure, and that they

satisfy all other applicable requirements (such as vaccinations), to gain entry to the chosen destination and re-entry to their final destinations. The traveller acknowledges having had the opportunity to review the applicable documentation and other requirements prior to completing the purchase of the safari/travel services. Obtaining passports and visas may require lengthy processing times and it is the traveller's responsibility to ensure timely receipt of all documents. The traveller acknowledges that entry to another country may be refused even if the required information and travel documents are complete.

Specialized notarized documentation may be required for unaccompanied minors and for children traveling without both parents. The Agency will notify the traveller of which destinations require such documentation and of the documentation itself. However, it is the traveller's responsibility to ensure that the proper documentation is held by the traveller whether or not notified by the Agency.

Baggage and Flights

On a flying safari, travellers are generally permitted one soft-sided bag. Specific details are available on the Sikeleli Travel "Luggage Guide" and depend on the type of aircraft and destination. Final documents and Sikeleli's Luggage Guide will advise the appropriate weight limit. Excess baggage should be stored at the passenger's expense. Luggage and personal effects are at the owner's risk throughout their journey.

- Charter and small aircraft rates may be subject to change as fuel or government tax increases, navigation fees and VAT. This may happen after a deposit is paid, please be aware
- We will have already asked for your weight in our notes (please don't think us rude!) but this is a necessity for sensitive weight allowances for small aircraft. As per our email, if you are over 220lbs or 100kgs, you may be required to purchase a second seat.

Insurance

It is the traveller's sole responsibility to ensure they have comprehensive medical and travel insurance for the duration of the trip. The traveller acknowledges that he/she has been made aware of the strong advisability of travel insurance coverage, including trip cancellation insurance.

Medical insurance is required to participate in all journeys to Africa.

Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the laws of Canada and shall in all respects be treated as a contract of that British Columbia.

Privacy

Sikeleli Travel is committed to protecting the privacy of traveller's personal information, including financial information. Sikeleli Travel's Privacy Policy may be reviewed [here](#). By purchasing travel services, the traveller agrees that the Agency may contact the traveller in connection with the purchase of that travel service/safari.

Website Use

The Terms and Conditions of the use of our website may be reviewed [here](#).

Settlement of Payment

For both the Deposit and Balance Payments settlement can be made by secure international wire transfer or by using your credit card through our secure credit card processing partner Moneris (Moneris is the largest credit card processing company in Canada). Sikeleli Travel accepts Visa, Mastercard as well as Visa Debit and MC Debit.

Settlement using any of these major credit cards is also available subject to prior approval and may be subject to the addition of a credit card payment processing fee

General Health Requirement & Disability Access

General Health Requirement: Safari/travel services arrangements are intended for persons of reasonably good health and without physical disabilities that would create a hazard either for the traveller or other safari/travel services participants. Safaris and travel within Africa and Asia could contain rugged terrain, bumpy drives caused by non-paved roads, potholes, off-road driving including through rivers and streams, and driving in 4-wheel drive vehicles. Walking commonly involves climbing on steps as well as rocky and uneven areas and walkways. By forwarding deposit for travel, and the traveller certifies that he or she does not have any physical disability that might create a hazard for themselves or other safari/travel service participants and can participate in the activities stated above.

Disability Access: Notwithstanding the general health requirement described above, Sikeleli Travel can, in very specific circumstances, arrange suitable travel and safaris for persons with limited physical disabilities. Prior to making a booking, travellers with disabilities must inform Sikeleli Travel in writing about the exact nature of the disability and the limitations it places upon the traveller's access and mobility. By forwarding deposit for travel, travellers with physical disabilities certify that he or she has accurately described such disabilities and any limitations as regards mobility and access arising therefrom. Furthermore, the traveller indemnifies and holds blameless Sikeleli Travel if, for whatever reason, the traveller's physical disabilities prevent them from full or partial participation in various safari/travel services activities or travel.

Sikeleli Travel reserves the right to decline to accept or retain any person as a safari/travel services participant should such person's health or mental condition impede the operation of the safari/travel services.