

General Terms & Conditions

Prices indicated in brochures or tariff sheets or written quotations for customized tours are based on tariffs and exchange rates effective at time of printing the brochure or itinerary. In the event of severe currency fluctuation, increase in fuel costs or tariff rates, the cost is subject to adjustment and any such increases are to be paid by passenger.

FORMS OF PAYMENTS ACCEPTED

BIG FIVE accepts Travel Agency or Personal Checks, American Express, Visa or MasterCard Credit/Debit card and Bank Wire Transfer. Travelers making payments by credit/debit card will be required to complete a Credit/Debit Card Charge Authorization Form and shall agree not to request any charge backs on their credit card until any disputed matters are resolved with BIG FIVE. Payments made within 21 days of tour departure must be made by certified check or credit card.

CHANGES & CANCELLATION OF AIR RESERVATIONS

Cancellation for air reservations are subject to airline fare rules. Once airline tickets are issued, name changes, date changes, routing changes or cancellation of ticket are subject to \$50 administrative fee per ticket plus penalties assessed by airline which can include (but not limited to), ticket being non refundable and changes of any kind not permitted. We strongly recommend trip cancellation insurance.

REVISION FEES

A revision fee of \$50 per person will be charged for any alteration or revision made to a confirmed reservation. This fee shall also apply if once final documents have been issued. No changes are permitted whatsoever within 30 days of tour departure; any change requested during this time will be treated as a cancellation and penalties assessed and new services requested subject to availability. The tour rate will be subject to revision.

CLAIMS & REFUND POLICY

Except as set forth specifically on the Deposit and Cancellation Policy, no refunds are permitted nor credited for any unused tour services. To the extent that you start your tour, but do not complete the tour for any reason, you may be entitled to make a claim if you have purchased optional travel insurance, subject to the terms and conditions of said insurance. Otherwise, except for an extreme extenuating circumstance, which can be verified, no refunds shall be given for any tour service, accommodation, meal, flight, or other optional services. In the event you believe such extreme circumstances apply, you must make your claim in writing, accompanied by a statement from the tour operating company, and it must be received by Big Five within 15 days of the actual tour termination date

TRIP INSURANCE

Travel insurance is strongly recommended. Individuals that choose not to purchase insurance coverage will be liable for all costs in the case of cancellation, trip delays, damage or loss of baggage and medical emergencies, however caused.

TOUR APPLICATION FORM

A Tour Application form must be fully completed, signed and submitted at time of booking. **Correct passport names must be provided at time of reservations and on the Tour Application form.** BIG FIVE will not be responsible for any errors as a result of misspelled names on these lists. Name changes are not permitted on airlines as name changes on air reservations will result in automatic cancellation of the existing air reservation by the airline. Rebooking will be subject to availability and new fares shall apply. Any action by the airline is entirely beyond the control of BIG FIVE. Re-issuing of tickets will be subject to airline Terms & Conditions and penalties will apply without exception. **The final documents will not be issued if the signed Tour Application form is not**

received by BIG FIVE. A signed Tour Application form is an acceptance of the tour program and rate confirmed, and also an acceptance of these tour Terms & Conditions by the traveler.

TRAVEL DOCUMENTS

Every passenger must be in possession of a current passport valid for at least six months from date of departure, round-trip airline ticket, and adequate funds for the duration of the stay. Obtaining a passport is the responsibility of each passenger. Details of any visa requirements (for US citizens only) will be given at time of reservations or with your pre-trip information packet. Non U.S. citizens must consult with the appropriate consulates to determine if any visas are needed. Securing any needed visas is the responsibility of the tour participant. A pre departure information packet containing Destination Information Guide(s) which will assist clients in preparing for their trip, visa application forms and details on our trip insurance plan will be mailed upon receipt of the required tour deposit and BIG FIVE receiving confirmation from suppliers. Final documents, including detailed trip itinerary, emergency contact information overseas, any airline tickets, and any necessary vouchers will be provided prior to departure, provided full payment has been received by BIG FIVE.

BAGGAGE

Participants are limited to 1 piece of checked luggage and 1 carry on per person. On tour, please note that scheduled internal flights have a baggage restriction of 44 lbs per person except in Argentina which is 33 lbs per person. In Botswana, Zimbabwe, Namibia, and Central America and on charter flights on tour, your luggage is strictly limited to 22 lbs per person. We recommend soft carrying baggage. Baggage and personal effects are at owners risk throughout the tour. BIG FIVE and associated companies shall not be liable for any losses or damage to baggage and personal effects as a result of negligence by airport baggage agents, hotel staff or other personnel not employed by BIG FIVE and associated companies, including and not limited to airlines, courier services, cargo staff, and the like.

HEALTH REQUIREMENTS

In order to enjoy the tour, passengers must be in general good health. Therefore, it is imperative that persons with medical problems make them known to us as soon as possible prior to departure. BIG FIVE and associated companies reserve the right to disqualify a tour participant at any time if, in the sole judgment of such entities, a tour participant is not deemed by them to be medically fit for travel. Such entities assume no liability regarding provision of medical care or any special medical accommodations. Our pre departure information will provide general recommendations for any inoculations or precautions required for the destination(s) booked, however, it is the responsibility of passengers to check with their medical professional, local health board or the Center for Disease Control in Atlanta for specific requirements.

PREGNANCY

Pregnant passengers must notify BIG FIVE of their ability to travel at time of deposit. They must submit a statement from their physician stating that they are allowed to travel. Passengers who fail to notify BIG FIVE of their pregnancy will be subject to the cancellation penalties as outlined above. Please note that trip insurance does not usually cover normal pregnancy. BIG FIVE will

not accept passengers who are past their fifth month of pregnancy prior to start of the tour. A pregnant passenger assumes full risk of traveling while in such condition. BIG FIVE will not be responsible for providing any medical care or special accommodations for such condition.

LAND ARRANGEMENTS INCLUDE

Accommodations in deluxe, first class and/or best available based on single, double, or triple occupancy as requested by the passenger, with private facilities when available (the right is reserved to substitute accommodations of similar category when necessary); hotel taxes and service charges; meals (B=Breakfast, L=Lunch, D=Dinner); tour planning, handling, marketing and all operational charges; any internal air specified as included, ground and/or water transportation; airport / boat / hotel transfers; baggage handling and portorage at airports (where possible); all scheduled sightseeing arrangements; park and entrance fees; medical air/mountain rescue services (in East Africa only); tour amenities; local guides and leadership.

NOT INCLUDED

Items not included are generally: Airport taxes of any nature, both domestic and foreign; international and internal air transportation on some programs; excess baggage charges as imposed by airlines; forwarding of baggage and purchases; cost of obtaining passport and visa; medical charges for inoculations; any items of a personal nature such as laundry, beverages, mineral water, some meals not included on programs, and telephone / email / satellite / cable / internet / fax charges; baggage, trip cancellation and personal insurance; and gratuities to tour guides, escorts, drivers, vessel/hotel staff including porters.

ALTERATION TO TOURS & ACCEPTANCE OF PASSENGERS

BIG FIVE and associated companies reserve the right to alter any route or other arrangements, offer substitutes, or to completely cancel the whole or any portion of a tour, should conditions necessitate. BIG FIVE reserves the right to decline to accept any person as a member of a tour should the presence of that person be prejudicial to the good conduct of the tour, or be contrary to the prevailing laws of the country visited.

USE OF PHOTOGRAPHY

BIG FIVE and associated companies reserve the right to take photographs during the operation of a tour and may use the same for promotional purposes. By reserving a tour with BIG FIVE, tour participants agree to allow their images to be used for the purpose stated. If a tour participant does not wish to allow his or her image to be used, he or she must advise the guide/escort at the commencement of the tour.

AIR TRANSPORTATION

BIG FIVE and associated companies arrange jet transportation via ARC and IATA carriers in economy (coach) class unless another class of service is requested at time of booking. All airfares are subject to airline Terms & Conditions in effect as of the date of booking, and any changes made to an airline ticket after issuance are subject to any penalties imposed by the carrier. All airfares and/or add-on quotes are from selected U.S. gateways as indicated in the tour program. Applicable U.S. Airport taxes will be added to fares, and must be paid by each passenger. Airfares, Air taxes and airline schedules are subject to government approval and may be altered without prior notice. Airfares are guaranteed only after tickets are issued. This airfare price guarantee does not include surcharges that are imposed due to government actions, which must be collected at time of ticketing. These surcharges include, but are not limited to, fuel surcharges, security surcharges, insurance surcharges or any other type of surcharge imposed by government entities. BIG FIVE and associated companies, or any supplier providing the prepaid services will not be responsible for extra expenses incurred due to flight cancellations or delays. All such expenses incurred are the responsibility of the passenger. Trip Delay Insurance is recommended.

ARBITRATION

Any and all controversies or claims arising out of or relating to these General Terms and Conditions, Credit Card Authorization, Tour Application, brochures, performance by BIG FIVE, or to any information relating in any way to the trip and/or tours, to any products or services related to the trip and/or tours, or to the trip itself or delays encountered, including without limitation any claim related to illness, injury or death, shall be settled solely and exclusively by binding arbitration administered by the American Arbitration Association ("AAA"). Arbitration shall take place in Stuart, Florida and shall be in accordance with the rules of the AAA. The prevailing party shall be entitled to an award of its attorneys' fees and costs in any such proceeding, including any and all appeals. A judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. However, nothing herein shall modify, waive, or alter the liability release contained in the following paragraph entitled, "Tour Operator Responsibility & Liability."

TOUR OPERATOR RESPONSIBILITY & LIABILITY

BIG FIVE and associated companies make arrangements for hotel / lodge / camp accommodations, for transport and conveyance by whatever means, as Agents, on the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned by reason of any defect in any vehicle, or through the acts of defaults of any Company or person engaged in conveying the passenger or in carrying out the arrangements of the tours, or otherwise in connection therewith, or any hotel/lodge proprietor, employee, agent, servant or contractor.

BIG FIVE and associated companies accept no responsibilities for losses or additional expenses due to delays or changes in train, steamer, motor, air or other services, sickness, weather, strikes, civil disturbances, war, quarantine, force majeure, or other causes. All such losses or expenses will have to be borne by passenger. Such conveyance is subject to the laws of the country in which the tour takes place and all claims are subject to the jurisdiction of the courts of the country in which the cause of action arises.

BIG FIVE and associated companies reserve the right to employ sub-contractors to carry out all, or part, of the services provided and in the event of such right, the terms and clauses above relating to the Company's liability shall apply.

AIRLINE RESPONSIBILITY & LIABILITY

Airlines concerned are not to be held responsible for any act, omission or event during the time passengers are not on board their planes. The passage contract, when issued, shall constitute the sole contract between the airlines and such purchasers of these tours and/or passengers and shall be governed by applicable tariffs and the provisions of the Warsaw Convention, if applicable. Such air conveyances are likewise being conveyed by them, subject to the laws of the countries involved. All tours, services, and transportation, exclusive of air transportation are furnished by contractors that are independent and that do not act for or on behalf of the carrier, nor are servants of the same, and neither do they have any business relationship with the carrier, as joint ventures or otherwise. Air carriers shall not be responsible or liable in any way for the accuracy of any representations of the tour operator and its agents on tours or tour services other than those contained in the tour brochures, or tour itineraries. Carrier liability for passengers' baggage is clearly stated on the passenger contract included on all tickets or can be inspected at the offices of the carrier. Carrier's liability for baggage shall in no event exceed the actual loss incurred by the passenger, subject to proof of the amount of the loss

Prepared For:

Big Five Tours & Expeditions

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