

General Terms and Conditions

These General Terms and Conditions contain important information. It is therefore essential that you carefully read and understand them.

General

By booking with Kapani Ltd t/a Norman Carr Safaris and by making payment in whole or in full for your Safari, you the "Guest" on your own behalf and on behalf of any other person on whose behalf you made the booking (including any minors who may be accompanying you) acknowledge that you have read, understood and agree to be legally bound by these General Terms and Conditions ("Terms").

Acceptance of your booking will be confirmed in writing to you or your agent, and a contract comes into existence on the date shown in your confirmation letter or email.

Rates

All rates are quoted per person per night.

INTERNATIONAL rates include full board and accommodation, transfers to and from Mfuwe airport, inter-camp transfers, all game viewing activities, local drinks and house wines, laundry, service charge, all taxes and National Park Entry Fees.

RESIDENT rates include full board and accommodation, transfers to and from Mfuwe airport, inter-camp transfers, all game viewing activities, laundry, service charge and all taxes. They exclude all drinks consumed and National Park Entry Fees.

All rates DO NOT include specialist imported wines and champagne.

Children under the age of 12 years are accepted by special and prior arrangement.

Provisional Bookings

Bookings made on a provisional basis must be confirmed within 30 days. Norman Carr Safaris reserves the right to cancel any booking that is not confirmed within this period.

Payment

Full payment is due 30 days prior to arrival and is payable by bank transfer or draft to "Kapani Lodge" or by Visa or MasterCard by prior arrangement.

A deposit of 25% or the cost of any flights booked (whichever is the greater) is required to secure bookings made prior to 30 days before the start of the Safari.

Bank transfer charges are not included in the booking price and are an additional cost payable by you over and above the booking price. You are kindly requested not to charge these to Norman Carr Safaris.

Cancellations

If you wish to cancel a booking, the following cancellation fees will apply:

120 - 91 days: 25% cancellation fee

90 - 31 days: 50% cancellation fee

31 - 0 days: 100% cancellation fee

PLEASE NOTE ALL FLIGHTS ARE NON-REFUNDABLE.

Alteration Or Cancellation Of Safari By The Company

Norman Carr Safaris reserves the right to alter the Safari itinerary if it, the ground handler, safari operator or guide believes such is necessary or advisable for reasons of convenience, comfort or safety.

Norman Carr Safaris will not cancel a Safari after a booking has been confirmed unless it becomes necessary to do so as a result of actual or threatened war, civil strife, industrial dispute, terrorist unrest, active or threatened disaster, fire or adverse weather conditions or for reasons of group comfort or safety or because of any other adverse happening beyond the control of Norman Carr Safaris. Any such cancellation shall be in the absolute discretion of Norman Carr Safaris.

In the event of any cancellation Norman Carr Safaris will inform you without delay and use its best endeavors to offer suitable and comparable alternatives. Should suitable and comparable alternatives not be available, Norman Carr Safaris will endeavour to refund the payments made by you to Norman Carr Safaris in respect of the booking. Any refund will constitute the full extent of Norman Carr Safaris' liability to you.

Alteration Or Cancellation Of Safari By The Guest

If you wish to alter or vary a Safari once the booking has been confirmed but prior to the commencement of the Safari, Norman Carr Safaris shall, subject to availability, use all reasonable endeavours to bring about such alterations although it cannot guarantee that it will be able to do so. Furthermore Norman Carr Safaris may, at its discretion, levy a reasonable charge for any such alteration as well as for communications or other costs, expenses or charges that may be incurred.

Should you wish to alter a Safari once the Safari has commenced, Norman Carr Safaris may, in its sole and absolute discretion allow such alternations (subject to availability) and levy a reasonable charge for any such alteration as well as for communications or other costs, expenses or charges that may be incurred.

Should you elect to cancel the whole or part of the Safari, either prior to or during the Safari, the cancellation will be subject to the cancellation fees detailed above and no refunds will be made for any unused features or portions of the Safari.

Passports And Visas

It is your responsibility to ensure that you have a valid passport and have obtained the appropriate visas for your travels. Please ensure that your passport is valid for 6 months beyond the duration of your Safari.

Carriage By Land, Sea, And Air

Carriage by land, sea and air is subject to the terms and conditions of the carrier with whom you travel and to international conventions some of which may limit liability. Land, sea and air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellation, delays or diversions, over which Norman Carr Safaris has no control and for which it accepts no liability whatsoever.

Baggage

Baggage is carried at your own risk throughout the Safari and Norman Carr Safaris will not be liable for any loss, damage or theft thereto.

Travel Risks

You are required to carefully identify, review and consider the risks of travel to the Safari destination including reading the most relevant British Foreign Office Foreign Travel Advice (which can be found at <https://www.gov.uk/foreign-travel-advice>) and taking advice from the nearest embassy of your country relevant to the destination(s).

You acknowledge that as part of your participation in the Safari you may be exposed to significant risks, including by way of example and not limitation terrorism, war, serious bodily injury or death, property damage, and other risks that may not be foreseeable. Furthermore, you acknowledge that conditions in your destination may change rapidly and you are therefore required to stay informed of current events on a frequent basis by obtaining updated security and health information from the nearest embassy of your country and from the British Foreign Office as mentioned above.

Travel Insurance

Norman Carr Safaris strongly recommends that you take out a comprehensive Travel Insurance Policy before you travel to protect against, *inter alia*, cancellation or interruption of tour, personal accident, emergency evacuation expenses, medical expenses, repatriation expenses and loss of baggage. Norman Carr Safaris will not be liable to you or any other party in respect of any consequences arising as a result of your failure to obtain adequate travel insurance including (without limiting the generality of the foregoing) any loss, damage, illness, injury or death or due to any travel arrangements having to be changed, amended or cancelled.

Independent Contractors And Suppliers

You acknowledge that certain goods and services forming part of the Safari are provided by various independent contractors and suppliers that are not subject to Norman Carr Safaris direct control. Accordingly, Norman Carr Safaris cannot be held responsible for any act or omission (whether negligent or otherwise) of any independent contractor or third party supplier, including by way of example and not limitation, those third parties providing lodging and accommodation facilities, airline, boat or other transportation companies, local ground handlers or safari operators, guides, food service providers and equipment suppliers. Norman Carr Safaris will not be liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, expense (including loss

of money paid in advance), accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control including, without limitation, any willful or negligent act or failure to act or breach of contract of any third party which is, to, or does supply any goods or services during the Safari.

Your Safari And Assumption Of Risk

Whilst every care is taken by Norman Carr Safaris to ensure your safety and well-being and to your minimize exposure to risk during your Safari there are certain inherent risks with any form of travel, particularly when travelling to Africa. As such Norman Carr Safaris would like to make you aware of the following:

1. adventure travel, whether in civilized or remote areas, by plane, train, auto, boat or other modes of transportation or conveyance, or on foot, contains inherent risks of danger and illness, injury, disability death or loss and damage of property;
2. wild animals can be unpredictable and potentially dangerous and that all activities in proximity to wild animals involve a certain element of risk and may cause injury disability, illness, death or loss and damage of property;
3. medical services or facilities may not be readily available, the evacuation to same may be time consuming and difficult and/or the competence and quality of same may not be up to the standards of services that you may otherwise be accustomed.

The abovementioned risks may be present at any time before, during, and after your Safari and you may therefore be exposed to injury, illness, death or loss and damage of property during the course of the Safari.

All guests are deemed to have unconditionally and unequivocally accepted all such risk with respect to the Safari and circumstances described herein, including but not limited to the risk of injury, illness, death, disability, theft or damage, attacks, bites or diseases by or from animals, pests or insects, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, disease, epidemics of the threat thereof, acts of God or government, acts of terrorism, or the threat thereof, force majeure, war, quarantine, criminal activity, or any other cause beyond the control of Norman Carr Safaris.

Exclusion Of Liability

To the fullest extent permitted by law Norman Carr Safaris including its directors, officers, employees, subsidiaries, related entities and group companies, agents, representatives, sub-contractors and assigns, outfitters, service providers, and/or suppliers does not accept any liability whatsoever for any death, disability, injury, loss, theft or damage to property howsoever caused (including through negligence), which any guest may directly or indirectly suffer in connection with or arising from these Terms, the guest's participation in the Safari, the guest's use of the services and facilities provided as part of the Safari package, any failure or omission on the part of Norman Carr Safaris to comply with its obligations under these Terms, or in respect of any other conduct that Norman Carr Safaris undertakes in connection with the Safari.

To the fullest extent permitted by law each guest agrees to release and discharge Norman Carr Safaris, including its directors, officers, employees, subsidiaries, related entities and group companies, agents, representatives, sub-contractors and assigns, outfitters, service providers, and/or suppliers (the "Indemnified Parties") from any claims, actions, proceedings, damages, loss, costs and expenses including, without limitation, any direct, indirect, special, incidental, consequential or

punitive damages (“Claim”) which the guest or any other person, (including any minor’s accompanying the guest and their administrators, representatives, heirs and assigns and your executors, administrators, representatives, heirs and assigns) may have against the Indemnified Parties by reason of any matters, cause or thing whatsoever, including inter alia, death, disability, injury, loss, theft or damage to property, delays and cancellations of expeditions in connection with or arising from these Terms, the guest’s participation in the Safari, the guest’s use of the services and facilities provided as part of the Safari package, any failure or omission on the part of Norman Carr Safaris to comply with its obligations under these Terms, or in respect of any other conduct that Norman Carr Safaris undertakes in connection with the Safari.

Each guest agrees indemnify the Indemnified Parties against any such Claims relating to or arising as a result of the guest’s participation in the Safari or by reason of any other matters, cause or thing whatsoever including inter alia, death, disability, injury, loss, theft or damage to property, delays and cancellations of expeditions in connection with or arising from these Terms, the guest’s participation in the Safari, the guest’s use of the services and facilities provided as part of the Safari package, in respect of any failure or omission on the part of Norman Carr Safaris to comply with its obligations under these Terms, or in respect of any other conduct that Norman Carr Safaris undertakes in connection with the Safari;

Each guest covenants not to take any legal action against the Indemnified Parties or challenge in any way or for whatever reason the validity or the competence of these Terms.

Agent

Where the guest uses the services of an agent for any aspect of the Safari (including the booking), it shall be the responsibility of the agent to ensure that their client is made aware of and accepts these Terms and well as any further terms and conditions as set out by Norman Carr Safaris. Norman Carr Safaris accepts no responsibility other than those outlined above.

General

You accept that all statements made and/or information given by Norman Carr Safaris including its directors, officers, employees, subsidiaries, related entities and group companies, agents, representatives and assigns are provided in good faith and are not be construed as in any way affecting or waiving these Terms.

Governing Law

These Terms and the relationship between the guest and Norman Carr Safaris shall be governed in accordance with the laws of Zambia and subject to the exclusive jurisdiction of the Courts of Zambia.