

BOOKING CONDITIONS

JABARI SAFARIS LLC

FULL TERMS



“Integrity in Travel”

The following Terms and Condition apply to all holidays booked with **Jabari Safaris Limited** Trading as **Jabari Safaris** (“We”, “Us” or “Our”). Together they form the basis of your contract with us. Please read them carefully as they set out our respective obligations in these terms and conditions “You” and “Yours” for all the persons named in the booking including anyone who is added or substituted later.

We sell two types of holiday arrangement. Holidays which include **Jabari Safaris** operated products, such as our Inns or chalets or catered villas or Eco lodges (“Operated Holidays”) and tailor-made holidays, where we will source and create a holiday for you using a number of different travel suppliers on whose behalf we act as agent (“Tailor-made Holidays”). We will act as “Package Organizers”) and your contract will be with us for both types of holidays but our obligations to you may differ depending on which type of holiday arrangements you’ve booked with us (particularly the cancellation charges and provision of service obligations) and this is outlined in further detail in these terms and conditions.

1. BOOKING, PAYING AND CONFIRMING FOR YOUR HOLIDAY

To book a holiday, please use our website or call us to request a quotation. When you are gladdened by the quotation, you can either log in to **Jabari Safaris** website, review the itinerary and quotation then pay the specified deposit online using credit or debit card or call a consultant and we process your booking and deposit over the phone. However, rates attached to any of our packages herein are subject to change and revisal by the time of making bookings subject to third parties service providers, hence need be to seek confirmation and clarification of the same before proceeding with the bookings.

The person's name on the quotation Team leader must be authorized to make the booking based on these Terms and Conditions by all persons named on the booking and by their parent and guardian for all tour participants who are under 18 years of age when the booking is made. By paying the team leader accepts these Terms and Conditions on behalf of all the participants of the tour and confirms that he/she is so authorized to do so by all other participants of the tour. The team leader is responsible for all payments due to us and must be at least 18 years over when the booking is made.

The nature of the holidays we organize for Tailor-made holidays means we are often not able to confirm every requested element at the time of booking. Once we reasonably expect the key elements of your holiday to be available, we will process your payments and a contract between you and us will be established. If for any reason we do not expect the key elements of your holiday to be available, we will not process your payments and will advise you accordingly. Processing your payments is not a guarantee or representation that your requested arrangements will be provided or confirmed. Where you submit your booking request online, any electronic acknowledgement of its receipt is not confirmation of the booking.

Obtaining confirmation of all elements from suppliers may take two weeks or more in some cases it may not be possible to confirm all elements as requested and changes may need to be made occasionally we have to cancel a booking prior to issue of the confirmation invoice, where the supplier is unable to confirm all key elements and /or we are unable to offer suitable alternative arrangements. If we must cancel your holiday prior to confirmation or the arrangements, We are able to confirm when we issue a confirmation invoice are significantly different to those requested and any alternative arrangements we offer you are not acceptable, we will refund all monies you have paid us, as bookings can only be accepted on the basis set out above, no compensation will be payable where your booking is cancelled or a significant change made by us (which you accept) in accordance with this clause. We receive the right to decline your booking and return your deposit payment at our absolute discretion.

A contract between you and us will come into existence when we process your credit/debit card payment or deposit your exchequer/ cash for your deposit or initial payment into our account, and issue you with a confirmation invoice. Where we have taken payment from you but are unable to confirm your booking arrangements, we will issue you a letter of deposit receipt only acknowledging receipt of your payment. The deposit receipt letter is not a confirmation invoice

and does not constitute a contract between you and us. We will only issue you with a confirmation invoice where we reasonably expect your booking arrangements to be available to book and only at this stage will a contract between you and us exist.

If a confirmation invoice cannot be issued, we will seek confirmation of all requested elements of your booking from the suppliers concerned as set out above. We will issue a confirmation invoice once we are able to confirm the available arrangements. The arrangements shown on your confirmation invoice are these that we are contracting to provide, you must ensure that the name of each party member given to us at the time of booking matches the name exactly as it appears on that party member's passport, used for travel on this booking.

A deposit as specified on your quotation or as advised by our operators must be paid at the time of booking for certain arrangements in particular tailor made holidays, these suppliers concerned may require a higher deposit or full payment at the time of booking, if this applies to your booking we shall advise you of this prior to booking or may request an additional deposit payment after booking. For the purposes of **clause 17** such payments will also be classified as deposits.

The balance of the holiday cost must be received by us not less than 3 calendar months prior to departure. Bookings made within 3 months of departure require full payment at the time of confirmation. The balance payment date will be shown on the confirmation invoice, if we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case the cancellation charges are set out in **{clause 2}** will apply. In such cases a written notice of cancellation and a cancellation invoice will be sent to you.

Payments can be made by debit cards, credit cards, visa and master card or bank transfers.

If you book online or otherwise provide us with an email address, we will communicate with you by email. We will email your confirmation invoice and any other documentation which can be sent in this way, you must therefore ensure you check your emails on a regular basis you should check and print off copies of your confirmation invoice and other documentation on receipt. We may contact you by telephone.

2. CANCELLATION BY YOU

Cancellations must be notified to us in writing by the team leader. Your cancellation notice will only be effective when we receive it in writing at our offices and for those who their domicile cannot favor them, we put that into considerations, and a scanned document of the written document is to be attached to a correspondence or via an Email thread of your bookings. As we incur costs from the time you make your booking. The following cancellation charges will be payable where the cancellation charge is shown as a percentage, this is calculated based on the total cost payable by the person(s) cancelling (unless reducing the party size, increase the per person cost for those not cancelling) excluding insurance premiums, late bookings and amendment fees. Insurance premiums, late bookings and amendment fees are not refundable in the event of cancellation.

CANCELLATION CHARGES

OPERATED HOLIDAYS	CANCELLATION CHARGES
Period before departure we are notified	
More than 3 months	Deposit or 25% of total holiday price {Whichever is greater}
3 Months or less	100% of total holiday price

Cancellation Policy

Not showing up within 24hrs prior your safari is deemed a cancellation and guarantees no refund of any monies paid. Every cancellation is subject to the hotel cancellation policy as well as our own.

Tailor-made Holidays

If cancelled 3 months or more ahead of departure the greater of either your deposit or 25% of the full holiday price will be due.

If cancellation is within 3 months of departure, the full price of your holiday will be due. However, to the extent that the cancellation terms of the arrangements with the underlying suppliers allow us to receive monies we will notify you and decide to repay to you in all cases your deposit will be non-refundable.

Cancellation by you due to Force Majeure

You have the right to cancel your confirmed arrangements before the departure date without paying the above cancellation charges in the event of unavoidable and extraordinary circumstances occurring at your holiday destination or immediate vicinity and significantly affecting the performance of the arrangements or significantly affecting transport arrangements to the destination, in these circumstances we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation please see {**clause 9**} for more info on force majeure.

3. INSURANCE

It is the condition of booking that you have or arrange insurance cover for personal liability, medical and holiday cancellation to be valid from the date when the contract between you and us come into existence until the holiday is completed. When obtaining travel insurance, you must ensure that the insurer is aware of the type and destination of travel and any activities which you plan to partake that may be considered high risk such as safaris, mountain trekking, water rafting,

scuba diving, skiing and zip lining and so on. Please ensure that you are fully covered, about the maximum cancellation amount and that you provide details of your insurer and policy number for our records. We may need to refer to this if you are involved in an accident. If you do not arrange the aforementioned cover; **Jabari Safaris** may, if it chooses, refuse your booking or cancel your holiday in any event; **Jabari Safaris** will not be held responsible for any expenses, loss or damage you incur as a result of your failure to comply with this clause or the requirements of your travel insurance policy, please read your policy details carefully and take them with you on holiday, it is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

4. VISAS, PASSPORTS AND HEALTH REQUIREMENTS

It is the team leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure you must pay all costs incurred in obtaining such documentation. We can only provide general information about this; you must check requirements for your own specific circumstances with the relevant embassies and/or consulates and your doctor as applicable. Requirements do change and you must check the up-to-date position in good time before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation or otherwise comply with any passport, visa, immigration requirements or health formalities. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalties being imposed on us, you will be responsible for reimbursing us accordingly.

5. SUPPLIERS CONDITION

Independent suppliers provide most accommodation services and transport where necessary e.g. accommodation facilities located within the parks may cater for your transport at an extra cost (**ground package**) which is their limited vicinity. **(This is considered in your arrangements only when you have had a direct flight to a National Park with no use of any of our vehicles and the only way for the transfers from the airstrip to your hotel room is using the hotel's vehicles and when having your game drives for the days you will be staying in the hotel unless otherwise)**. All bookings are subject to the third-party conditions and regulations of these carriers/transport proprietors, accommodation providers and service suppliers. These conditions may limit or exclude liability to you and may be subject to provisions of international conventions. Many third-party suppliers require a waiver of responsibility to be signed which may limit some of your rights Vis a Vis those of suppliers.

6. OUR LIABILITY

- A. For Tailor-made holidays, our obligations are to source your holiday arrangements and put together an itinerary which is suitable as per your instructions. We will then forward

- your payments to the relevant suppliers to confirm your booking (Hotels etc.). The actual provision of your holiday arrangements shall always and for all elements be performed by third party suppliers on whose behalf we act as agent. For operated holidays, we shall be responsible for the provision of these elements of your holiday which are operated by **Jabari Safaris** (i.e. our properties and our transport)
- B. We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us, and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort.
- C. We will not be responsible for any injury, illness, death loss for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: (1). the act(s) and/or omission(s) of the persons affected or any members of the party or (2). The act(s) and/or omission(s) of a third party connected with the provision of your holiday, and which were unforeseeable or unavoidable or (3). Unavoidable and extraordinary circumstances or force majeure as stated in **{clause 9}**.
- D. As set out in these terms and conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.
- i. Loss of and/ or damage to any luggage or personal possessions (including money). The maximum amount we will have to pay you in respect to these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
 - ii. Claims not falling under (1) above and which don't involve injury, illness or death. The maximum amount we will have to pay you in respect of these claims is three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
 - iii. **Claims in respect of any stay in a hotel or any service provider.**
 - When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
 - Where applicable, you must at the time of payment of any compensation to you make a complete assignment to us of the rights you have against the transport provider or other supplier in relation to the claim that gives rise to that compensation payment.
- E. We cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning you booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach

- of contract or other fault by ourselves or our employees or where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses.
- F. You must provide our insurers and ourselves with all assistance we may reasonably require. You must also tell us, and the supplier concerned, about your claim or complaint, as set out in {**clause 7**}. If asked to do so you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parents or guardian must do so). You must also agree to cooperate fully with our insurers and us, if our insurers and us want to enforce any rights that are transferred.

7. CLAIMS AND COMPLAINTS

Operated Holidays: if you have cause for complaint whilst on holiday you must immediately bring it to the attention of our local representatives.

Tailor-made Holidays: if you have cause for complaint whilst on holiday you must immediately bring it to the attention of the management of the accommodation or relevant supplier, obtaining written confirmation from them of the complaint so that we will have the opportunity to correct the matter during the holiday. If your complaint is not resolved locally, kindly contact **Jabari Safaris Office**.

If you fail to follow the complaints procedure in this clause you deprive us and our suppliers of the chance to investigate your complaint and to do our best to rectify it.

If we/ the supplier is unable to resolve matters whilst you are on holiday and you remain dissatisfied, you must write to us within 30days of your return with full details. Please quote your booking reference on all correspondence. If you fail to follow this simple complaint procedure, your right to claim any compensation may be affected or even lost as a result.

8. BROCHURE ACCURACY

All reasonable care has been taken to ensure that the descriptions, facts or opinions in our brochures and itineraries are accurate at the time of printing. Opinions expressed are personal to the authors and photographs only relate to a specific destination when specifically captioned. The layout and furnishing of rooms shown in the photographs may change during the lifespan of our brochure, advertised facilities services, schedules, laws and supplier's programs may also change. Errors may also occasionally occur; you must therefore ensure you check all details of your chosen holiday (including the prices) with **Jabari Safaris** at the time of booking. We cannot accept responsibility for any descriptions, facts or opinions published in any third party or suppliers' brochures or promotional material.

9. FORCE MAJEURE

Except where otherwise expressly stated in these terms and conditions we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expenses of any nature as a result of “force majeure”. In these terms and conditions “force majeure” means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid such events may include political disputes, acts of war, threat of war, riots, terrorist activity (actual or threatened), border closures, industrial action (actual or threatened), technical problem(s) with machinery, transport or equipment, government intervention, natural disasters, fire and explosion, inclement weather and acts of God and all similar events outside ours or our suppliers control.

10. ACCEPTANCE OF RISK (BY YOU)

You acknowledge that the nature of travel is adventurous and that as such some holidays may involve a significant amount of inherent personal risk. These include injury, disease, loss or damage to property, inconvenience and discomfort. Some activities incidental to the holiday may carry inherent risks and if you wish to participate you may be requested to sign an additional waiver form by the local supplier and us, it is your responsibility to ensure that you are physically fit enough to participate, that you have adequate protective clothing and safety equipment and take sensible precautions for your own safety and for the safety of any children for whom you are responsible.

11. ACCOMMODATION

The accommodation is strictly reserved for the individuals listed on the confirmation invoice; subletting, sharing, or transferring the booking is not permitted.

12. BEHAVIOR AND DAMAGE

- a) When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made directly to the accommodation provider or manager or other supplier or to us as soon as possible. If the actual cost of the loss and damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party’s full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have considerations for other people if in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.

- b) The type of travel which we offer requires flexibility and must create rooms for alternatives. The outline itinerary as given for each holiday must therefore be taken as an indication of what each trip may accomplish and not as a contractual obligation on the part of **Jabari Safaris** it is legitimate that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may be mechanical breakdown, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

13. TRAVEL INSURANCE

It is a condition of booking with us that you and all members of your party obtain travel insurance, covering all elements of your holiday arrangements. If you are unable to supply details of enough travel insurance or signed waiver, then we will be unable to issue your final travel documents. We highly recommend that you obtain travel insurance at the time of booking rather than leaving it until close to your departure date as this will provide cover in case you need to cancel your booking prior to departure it is vital to ensure that your travel insurance policy particularly general policies such as annual or credit card policies provide adequate cover for cancellation, missed departures, unused accommodation and all activities particularly those considered hazardous, that you plan to undertake. Activities considered hazardous include such activities as diving, rafting, trekking, skiing, horse riding, paragliding, kite surfing, bungee jumping, safaris and many more. If in doubt whether an activity is covered, please ensure that you contact your travel insurance company in many instances, insurance designed to cover a specific single journey or specific activity will provide a much higher level of cover than the general annual or credit card policies. Virtually all insurance policies will exclude any undisclosed preexisting conditions, medical or otherwise if in doubt always check with the insurance company prior to departure.

14. OVERSEAS STANDARDS, EXPECTATIONS AND SAFETY

Please note it is the requirements and standards of the country in which any services that make up your holiday are provided, which apply to those services and not those of your country. As a

rule, these requirements and standards will not be the same as those of your country and may be lower than your expectations. The infrastructure standards in certain overseas countries are often quite different from those expected as the “norm” in your country. This can include levels of services and the reliability of transport, food, accommodation, communications power and water supplies, roads which you use during your tour to name but a few. In addition, you must take reasonable precautions for your own safety whilst on holiday. For example, you are advised not to walk alone at night in unit areas, petting stray dogs and not to display jewelry or valuables.

15. CHANGES AND CANCELLATION BY US

Occasionally, we must make changes and correct errors in our booking information both before and after bookings have been confirmed. We may also have to cancel confirmed bookings due to factors outside our control or mistakes, whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so. We will notify you or your travel agent (overseas travel agent) of cancellation at the earliest opportunity.

Most changes will be minor (In which case the change will not entitle you to a refund or to change your holiday and no compensation will be due) but occasionally we may have to make a significant change. A significant change is a change made before departure which taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes include (1) A change of departure or arrival airport to one that is significantly more inconvenient to you (2) A change in your destination locality or (3) A change of accommodation to that of lower standard.

If we must make a significant change, we will inform you (or your travel agent) as soon as reasonably possible. If there is time to do so before departure, we will offer you the choice of one of the following options.

- I. Accepting the changes (for significant changes) or**
- II. Purchasing an alternative holiday from us, of a similar standard to that originally booked or.**
- III. Cancelling or accepting the cancellation and receiving a refund of all monies due.**

If the alternative holiday is cheaper than the original one, we will refund the price difference and if it is more expensive you will be charged for the difference.

If we must make significant changes or cancel, we will, where compensation is apt, pay you reasonable compensation, with a minimum of \$ 10 but no more than \$ 50 per booking depending on the circumstances and when the significant changes or cancellation is notified to you, subject to the following expectations. Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted where.

- a. **We are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we would not have avoided even with all due care or.**
- b. **Where your booking is cancelled, or a significant change made (which you accept) prior to or at the time of confirmation.**

Note; No compensation will be payable, and the above options will not be available. If we cancel as a result of your failure to comply with any requirements of these terms and conditions entitling us to cancel (such as paying on time) or where a change is minor one.

Very rarely, we may be forced by “force majeure” {**clause 9**} to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers and pay you any compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will if possible, make suitable alternatives arrangements for you at no extra charge and if apt in all the circumstances will pay you reasonable compensation.

16. PASSPORTS, VISAS AND HEALTH

Many countries require passports, visas and health certificates to be presented before entry is permitted. Please ensure you and all members of your party, including infants and children, are in possession of a passport, valid for at least 6 months prior departure. We strongly advise that you contact the relevant embassy (ies) or consulate(s) and your doctor in good time to travel, in order to check the latest advice and regulations as they can change at short notice. If you or any member of your party is 16 years or over and does not hold a passport yet, our recommendation is that you should apply for one at least 6 weeks before your holiday. Passports is required to be valid for 6 months before the departure dates and after return dates as airline/ immigration officials may prohibit entry unless this rule is observed. Please also ensure that the name on the passport corresponds with your airline tickets and that your passport contains at least one completely blank page to allow immigration stamps. You must check passport and visa requirements with the embassy or consulate of the country (ies) to or through which you are intending to travel. If you are planning to combine some business with your holiday or if you are planning a visit for more than 30 days, different/ additional visa requirements to those referred to above may apply to you. If these circumstances apply to you please contact the embassy or consulate of country (ies) to or through which you intend to travel for further advice if you are going on your honeymoon, we suggest you carry your marriage certificate. Please note however that airlines now require the name of your passport to match your flight tickets even if you are newlywed; so, if you are planning on travelling by your married name make sure you have changed the name in your passport before

your holiday. Certificates for mandatory vaccinations depending upon recent travel and current policy are also required upon entry to a country. It is your liability to ensure you are aware of all recommended vaccinations and health precautions in good time before departure.

Please note that some vaccinations and prophylaxis courses must be started up to 6 weeks before travel. Health requirements and recommendations may change, and you must check up to date position in good time before departure.

PRICES

All prices published in our brochures; marketing material and our website are for guidance only and are based on exchange rates in effect on the publication rate. Although every effort is made to ensure prices are accurate at the time of publication, we can't guarantee these prices. Please note, changes and errors occasionally occur, and you must check the price of your chosen holiday at the time of booking.

We reserve the right to alter or expurgate any quoted or published prices at any time prior to a contract between us coming into existence and to correct errors in the prices of confirmed bookings.

Once the price of your chosen holiday has been confirmed your confirmation invoice then subject to the correction of error, we will only increase or decrease the price in the following circumstances. The prices of your confirmed holiday are always subject to changes in:

- The price of transportation is resulting from the cost of fuel or other power sources.
- The level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of your holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or,
- The exchange rates are relevant to your package.

If any surcharge is greater than 8% of the cost of your holiday (excluding insurance premiums and any amendments) you will be entitled to cancel your booking and receive a full refund of all monies, you have paid to us or alternatively purchase another holiday from us as referred to in **“changes and cancellation by us”**

Please note; surcharges are always a subject of the following factors which may as well be out of our hands; fluctuating prices of fuels or wireless bills or any other power bills which are necessary for the gratification of the services rendered to you by us or any other service provider incorporated in your arrangements hence for the continuity and thriving of the business we must consider adding to an existing tax of the stated prices of goods and services; note only if the former factors listed above have increased in prices and its beyond our control and means to cover the bills on our own.

Should the price of your holiday go down due to changes mentioned above then any refund due will be paid to you less an administration charge. However, please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

17. PAYMENT POLICY

-25% should be paid prior confirmation of your booking and the balance of the holiday cost must be received by us not less than 3 calendar months prior departure to validate the existence of contract between you and us. However, bookings made within 3 months of departure require full payment at the time of confirmation.

18. VIDEOGRAPHY & PHOTOGRAPHY DISCLAIMER

Please note that photographs and videos will be taken during some of our events. These will be used by **Jabari Safaris** for marketing and publicity in our publications, on our website and on our social media platform or in any third-party publication {Posters or Flyers}. **Jabari Safaris** would like to reserve the right to use the photographs/ videos taken at any of our events, with the permission of the persons included within the photographs/ videos or those involved in the event.

Please note that any person or organization not affiliated with **Jabari Safaris** should not use, copy, alter or modify our without limitations those of our clients' photographs, videos or other similar productions or recordings taken during any safari undertakings without the advance written permission of an authorized designee from **Jabari Safaris**.

We as the subject custodian of our client's safari would also love to reserve the right to use wildlife photographs taken by our guest during photography safaris or any other safari on our social media platform as well sell them on canvas prints, money generated through the sales of those photographs a certain % goes directly to donations to subject community of area visited while they were taken or in supporting other community-based projects across the country. Donations made through this worthy cause **Care through art Initiative** will be courtesy of the photographer and the donation will be entitled to them.

Anyone attending **our** event and does not wish to have their image recorded for distribution. Kindly if they have any concerns or if they wish to be exempted from this undertaking should make their wishes known to **us**.

Here you will find all our main marketing images and films. Please respect the copyright, and our terms and conditions which are detailed below:

We hereby declare our consent to the free usage of the image data surrendered by us for: platform use, which may include social media postings, online articles, extracted pages from the website on websites, brochures, or reviews in newspapers and magazines etc.

All media used must be copyrighted to Jabari Safaris and the authors must also be mentioned. This license restricts the passing on of a variation of photography, it must remain in the same conditions as the initial work.

IMPORTANT INFORMATION

The following information in conjunction with our terms and conditions from the basis of your contract with us. Please read it carefully as it set out our respective obligation.

PROBLEMS AND EMERGENCIES

If any problems occur whilst on your holiday, please contact the manager of the hotel or our representative in the region. If this does not resolve the problem, please contact one of the Jabari Safaris offices in Safari's country Offices or our out-of-hour line. We would much prefer to resolve any problem at source and at the time of occurrence (if possible). Please see our Terms and Conditions for further information. If you fail to follow the simple complaints procedure set out here in our Terms and Conditions, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

You can reach us at the following numbers: +1 443 336 8862 (during US working hours).The telephone numbers for your hotel(s) and the Jabari Safaris representatives in your region (where applicable) are listed on the contact sheet included in your travel pack.

.....**Terms & Conditions**.....

One must be 18+ to sign under any of our terms and conditions.

Having had sufficient opportunity to read the entire Terms & Conditions. I have read and understood it and have agreed to be bound to its terms.

I hereby agree with the Terms and Conditions