

The Infinite Horizon Terms & Conditions of booking

Please take the time to read and understand the conditions of booking set out below prior to booking a trip with us. We strongly recommend that you also read the Essential Trip Information relating to your trip prior to booking to ensure that you understand the itinerary, style and physical demands of the trip you are undertaking.

1. Our contract

All bookings are made with Infinite Horizon Safaris (ABN 79 611 082 734). By booking a safari with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

2. Validity

Dates and itineraries are valid for one month from the date of the quote.

3. Security Deposit Requirement

You are required to pay a non-refundable deposit of 50% of the value of the safari for your booking to be confirmed. If your booking is made within 45 days of the departure date then the full amount is payable at the time of booking.

4. Acceptance of booking and final payments

The receipt of a security deposit will be taken as an understanding by the company that the participant has read, understood and agrees to abide by the conditions set out in this document. To confirm a safari please forward a non-refundable security deposit of 50% of the tour costs. Final payment is required 45 days prior to departure or more for some tours. If payment is not received by the due date we reserve the right to treat the booking as a cancellation.

5. Tour Costs

Tour costs are indicative only, based on ground costs, airfares and exchange rates. Actual prices will vary with changes in cost and exchange rates at the time of quotation. No adjustments will be made for exchange rate variations once full payment is received by the company. However price may vary up to the date of departure based upon variations in airfares, Game park fees, departure taxes, hotel rates, government charges or other costs.

6. Client Names- exactly as per passport

For security reasons airlines and the majority of our service providers require you name and other details exactly as they appear in your Passport. It is your responsibility to advise the correct information. If we need to re-issue airline tickets or other documentation we will charge you for all costs incurred including airline cancellation charges and courier fees. We also may require pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. On some more physically demanding trips we require you to complete a Self-Assessment form.

7. Cancellation by the traveller

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If it is necessary to cancel some or all portions of your booking you should notify us immediately in writing and this will take effect the day it is received by us. If you cancel a trip:

- We will retain the deposit.
- 44 days or less from the date of arrival, we will retain 100% paid by you in connection with the booking.

You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third party tour and transport operator fees.

8. Cancellation by us

We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

9. Booking amendments

Due to extra administrative costs there will be an automatic minimum charge of \$75 per amendment in addition to any cancellation fees levied.

10. Inclusions

Inclusions are specified in individual itineraries.

11. Exclusions

The land price of your trip does not include:

International or internal flights unless specified Visa and passport fees Travel insurance Optional activities and all personal expenses Tips

12. Age & Health requirements

Minimum Age: Generally there is no minimum age limit on our tours. However, certain activities are subject to minimum age restrictions for example **gorilla trekking in Rwandaminimum age is 12.**

All travellers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveller under the age of 18's day to day care. If a legal guardian elects to designate an escort in their lieu, they will be required to complete and sign a relevant document, to delegate their authority.

Maximum Age: For the majority of our trips we have no upper age limit though we remind you that our trips can be physically demanding and passengers must ensure that they are suitably fit to allow full participation. We are able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.

13. Passport and visas

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the Essential Trip Information for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

14. Travel insurance

Travel insurance is recommended for all our travellers and should be taken out at the time of booking. Your travel insurance should provide cover against personal accident, death, medical expenses and emergency repatriation. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You should provide your travel insurance policy number and the insurance company's 24 hour emergency contact number. If you have travel insurance connected to your credit card or bank account please ensure you have details of the participating insurer, the insurance policy number and emergency contact number with you rather than the bank's name and credit card details.

15. Travel Advice

For up to date travel advice and registering your trip, Australian citizens should visit the Australian Department of Foreign Affairs website: www.smartraveller.gov.au.

16. Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

17. Change of itinerary

While we endeavour to operate all trips as described we reserve the right to change the trip itinerary.

Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

18. Authority on tour

Our trips are run by a group leader or a local representative. The decision of the group leader or local representative is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision

made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

19. Acceptance of risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

20. Limitation of liability

We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded.
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
- any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.
- To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar

trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

 Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

21. Optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

22. Claims & complaints

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

23. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

24. Photos and marketing

We would be grateful if you could supply a small collection of your favourite photos for use on our website and other marketing avenues.

25. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip. We may also use this personal information or to send you marketing material in relation to our events and special offers and, if you do not fully complete any subsequent or additional booking with us, to contact you by email or by telephone (including by SMS) to remind you that you have an incomplete booking and prompting you to visit our website to complete your booking. The information may be disclosed to our service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).

26. Applicable lawThe laws of Victoria, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Victoria, Australia

27. Registered address

500 Glenview Rd, Glenview 4553 Queensland Australia