

Terms & Conditions

The purchase of any travel services offered by Worldwide Travel Group LLC, via any of our agents, affiliates, or our website E-Trip Africa, constitutes a contractual agreement between you and Worldwide Travel Group LLC, and represents your acceptance of the Terms and Conditions set out herein. Please ensure that you read carefully and understand these Terms & Conditions prior to booking.

The following general terms and conditions apply to all of our products, however regional circumstances and regulations, contract obligations to suppliers, and matters relating to location, product type and supply logistics may cause these to be varied slightly for specific products or specifications. Any amendments or alterations to these terms and conditions applicable to a specific product will be stated in the web page for each product.

Accuracy

We endeavor to ensure that all information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct any relevant information in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

Booking

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. He/She has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/She consents to our use of information in accordance with our Privacy Policy;
- c. He/She is over 18 years of age.

Your booking is made with Worldwide Travel Group LLC, herein referred to as "the Company". Our registered office is at: 113 Barksdale Professional Center, Newark, DE, 19711, United States of America, EIN # 99-0379739.

Rates and Price Variations

Rates quoted or published are appropriate to the particular product at the time of quoting or publishing. Rates are subject to availability and can be withdrawn or varied without notice. Please review the most current rate available on the website at www.etripafrica.com.

Once we have issued you with the confirmation invoice, we will absorb price increases (with the exception of Government actions, such as changes to park entrance fees, permits, taxes, etc.). Unlike many other travel companies, we promise not to change the price due to currency fluctuations. This assures you that the price of your trip will not change after you have booked it.

Payment and Deposits

The contract enters into force only after the Company receives a non-refundable booking deposit equal to 20% of the total booking price, except when the booking includes flights. When a booking includes flights the non-refundable deposit will be equal to 100% of flight costs and 20% of the remaining price of the tour. Deposit conditions for certain accommodations, tour packages, or time periods may vary; these conditions will be listed on the individual web page of the product and you will be advised in writing of these conditions at time of booking.

If the booking is made with less than 60 days prior to the departure date, the full payment will be due in lieu of any deposit.

Final Payment

Final payment must be paid no later than 60 days prior to travel date. Final payment conditions for certain accommodations, tour packages, or time periods may vary; these conditions will be listed on the individual web page of the product and you will be advised in writing of these conditions at time of booking. If the balance on any booking has not been received by the due date, the booking will treat the contract as cancelled by the client and cancellation charges will be applied.

Availability

Since many of our suppliers are in remote areas it is often difficult to guarantee availability. Thus, it is possible that our system may not be updated with the current availability at all properties. In the event that an accommodation is not available for the date you have reserved, one of our sales agents will immediately contact you to discuss the available options. If you choose a high-cost accommodation, then the price of your trip will increase; if you choose a lower-cost accommodation, then the price of your trip will decrease. However, if you don't like any other suggestion, you may cancel your trip at no cost and we will reimburse all deposits and payments that have been made for the trip.

Standard Cancellation Policy

You, or any member of your party, may cancel your travel arrangements at any time. The cancellation will take effect from the date that written notification from the person who made the booking is received via email. Any cancellation will incur a charge to reflect the reasonable costs incurred by us in arranging and cancelling your booking. The standard cost of cancellation depends on the date in which the cancellation is made and the number of remaining days prior to departure, outlined below:

More than 60 days	Loss of deposit	Full refund of balance
From 45 to 60 days	Loss of deposit	70% refund of balance
From 30 to 44 days	Loss of deposit	50% refund of balance
Less than 30 days	Loss of deposit	No refund

Certain accommodations and tour products will apply additional cancellation charges; these conditions will be listed on the individual web page of the product and you will be advised in writing of these conditions at the time of booking.

Amendment Fees

We will do our best to assist you in altering your arrangements after the booking has been confirmed, but we cannot guarantee that this will be possible. Any changes to the original booking must be confirmed in writing by the person who made the booking and must be accompanied by an administration fee of \$50 per booking, in addition to the cost of any extra services required.

Transfer of Booking

Transfer of booking to another person is at the Company's discretion; however we will endeavor to assist wherever possible. In the event that the Company is able to allow the transfer of the Client's booking to another person, a transfer administration fee of \$75 will be charged. Additional fees may also be charged to cover the cost of re-issuing transportation tickets or other items where necessary.

Changes or Cancellation after the Departure Date

Any alterations or cancellations of services made by you, after your travel has commenced can incur penalties. There is no refund for unused services. If the Client leaves the Tour voluntarily before completion of the Tour, or is required to do so by the Company on the grounds that the Client's presence is detrimental to the safety or well-being of any of the Clients on the Tour, then all liability that the Company may bear to that Client will cease immediately, including the Client's right to any refund. The Company will have no responsibility for repatriation or any other expenses, which may arise out of such event. If a Client becomes ill, all hospital expenses, doctors' fees and repatriation costs are the Client's responsibility and the Company shall not be liable for any refund of the Tour.

Changes and Cancellation by the Company

The Company reserves the right to change or cancel your Tour without prior notice. If the change is material "major change" (for example, change of destination or to a lower standard of accommodation), we will notify you as soon as practically possible and offer you the choice of:

- a. accepting the alternative arrangements;
- b. arranging an alternative holiday with us; or
- c. cancelling your holiday with a full refund.

If during the holiday we are unable to provide a significant proportion of your holiday, we will make suitable alternative arrangements at no extra cost or, alternatively, you will be returned to your point of departure and given a pro-rata refund for any part of the holiday not received. This does not apply to minor changes in accommodation, itinerary, or transportation. If any additional expenses are incurred through delays, accidents or disruption of planned itineraries because of situations or events beyond the Company's control, such expenses are to be borne by the Client. The Client accepts that situations or events beyond the control of the Company may prevent the Company from supplying services and/or itineraries as described.

Travel Delays

In the event of a travel delay caused by an airline, the Company will not cover the cost of meals, overnight accommodations, or any other costs resulting from the delay. If you face a delay or are denied boarding we advise you to first contact the airline.

Credit Card Chargeback Fees

Any fees charged to the Company by our credit card payment provider arising from a chargeback or a disputed charge on the cardholder's credit card will be charged to the cardholder. This fee is non-refundable.

Travel Insurance

Due to the nature and location of the products that we offer, it is extremely important to take out a Travel Insurance Policy, as Travel Insurance is not included in any of our packages. Please, ensure that this insurance covers you for involuntary cancellation of your holiday including airfare(s). Our preferred Travel Insurance is Travel Guard by Chartis which can be purchased through World Nomads. We also recommend Allianz Travel Insurance as a reliable and competitive option, but their coverage may be limited for some Treks and other adventure activities. Prior to booking a policy read the coverage carefully.

Personal Belongings

The Company shall not be liable for any loss of or damage to baggage, personal possessions, passports and other documents or any consequential loss resulting there from, and its staff or agents are not authorized to accept responsibility for their safekeeping. We strongly recommend that you take out insurance against loss of or damage to personal belongings.

Frequent Flyer Miles

The Company will transfer of the Bonus Miles allocated to Client's Frequent Flyer account based on purchases made by the booking Client, within 30 days of the completion of travel. The miles will be awarded under the terms and conditions of the partner airline's Frequent Flyer Program. If it is determined that the Company or the Client does not meet the requirements of the program, Miles will not be awarded and no compensation will be made to the Client. If the client fails to provide a correct Frequent Flyer account number, during the booking, the Client forfeits the right to miles earned from the purchase made.

Stay Connected Program

The Company offers the use of a local/regional mobile telephone and USB modem during all organized Tours, to all Clients that book a Tour with the Company via our website. The devices will be made available to the Client upon arrival in the Country/Region.

Communication charges are the responsibility of the Client and are charged in the form of pre-paid credit, which can be purchased from local suppliers. At the end of the Tour the Client shall return the devices in good working order. Failure to return the telephone or modem, or damage to either item will result in a charge to the Client not to exceed \$50 per item. The Company will not reimburse the Client for any unused communication credits.

The Company requests that any Client not wishing to participate in the Stay Connected Program, to inform us of their desire prior to departure.

Accommodation

Accommodation is as specified in the accommodation section of our website. We reserve the right to offer alternative accommodation of a similar standard in the case the accommodation operator overbooks their property or for any reason beyond our control. Not all properties are able to provide instant availability and in these cases the Company checks availability once we receive the booking request.

Check In / Check Out Times

These vary according to the operator of the property. Generally your accommodation check in time is after 2pm and check out before 10am. Please note that some properties will require a credit card authorization on check-in and may need to see a valid passport of each guest.

Single Supplement Costs

Most properties and tours have an additional fee for a single client who will not be sharing an accommodation with another person. This fee is not optional and will be added to booking where applicable. The single supplement price varies and can be found on the page of each tour or accommodation.

Inclusions and Exclusions

A detailed list of what is included and excluded in each price is found on the webpage of each item. If something is not listed on either list, it is to be considered excluded.

Internal Flights

Most internal flights within East Africa are flown on light aircraft. While exact conditions fluctuate by carrier, usual baggage allowance is 15kgs (33lbs) per person and should be packed in soft sided bags. Some airlines also have weight restrictions for each passenger. In the event that your luggage or your personal weight exceeds the limits established by the carrier, you may be charged a supplement for excess baggage or an additional seat when space is available. If the flight is full booked it is possible that you may be denied boarding or that your luggage may be sent on another flight, to insure that the flight can take off and land safely. E-Trip Africa will do its best to assist you with your booking, however, additional costs paid to the carrier for excess baggage or an extra seat shall be paid by you.

Passports, Visas and Health Requirements

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable for your itinerary. We can provide general information about the passport and visa requirement for your trip, however, specific passport and visa requirements and other immigration requirements for you and your party are your responsibility and you should confirm these with the relevant Embassies and/or

Consulates. Further, you should visit your doctor to confirm that you are in a health condition and level of fitness to be able to participate in the program you are booking. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify the Company in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Most countries now require that passports to be valid for at least 6 months after your return date.

Our Liability

Tours operated or supplied by the Company have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of potential risk and exposure to potential hazards over and above those associated with normal 'package' holidays. All bookings are accepted on the understanding that the Client appreciates such risk and hazards and that the Client undertakes all tours, treks and other activities at their own risk.

We will accept responsibility for the arrangements we agree to provide or arrange for you. Subject to the booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors, we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

The Company will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including park authorities, industrial disputes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice, river conditions, road conditions and all similar events outside our or the supplier(s) control.

Your Responsibility

You agree to comply strictly with the laws and customs of all countries visited, whether in respect of health, immigration, exchange control, drugs or any other matter. You agree to comply with all reasonable instructions of the Tour leaders, Guides, employees and gents of the Company. It is your responsibility to be in possession of a valid passport, visa, permits, and medical certificates as required by the tour. The Company accepts no responsibility for change in visas or requirements for visas. The Company is not held responsible for the failure of the a Client to obtain or produce the necessary visas, certificates, or medical certificates.

Health and Fitness

All Clients must satisfy the Company and themselves, prior to confirmation of booking, that they are fit and able to undertake and complete their chosen Tour as outlined in the relevant itinerary details

published on the website. No unaccompanied minors are accepted on any of the Company's Tours. Any Client with an illness or disability, or undergoing treatment for such a condition must declare to the exact nature of the condition at the time of booking and make provisions for any treatment or medication required during the Tour. For Tours which involve a high level of physical exertion we may require participants to complete a medical questionnaire. Any failure to make this disclosure will constitute a breach of the booking conditions and result in the termination of the Contract, and all monies paid to the Company shall be forfeited. On Tours that include any activities or travel in or on water including, diving, cruises, sailing, rafting or any transfer by boat, the Client must declare at the time of booking if they are unable to swim, so that the Company will be able to take additional precautions, were necessary, to ensure the safety of the Clients. Before commencing any diving Tour the Client must declare that they have met the requirements of a standard PADI diving medical questionnaire. Any failure to make these disclosures will constitute a breach of these booking conditions and result in the termination of the Contract, and all monies paid to the Company will be forfeit. Some activities may be unsuitable for young children and some Tours may have a minimum age limit.

Special Needs

The client is responsible to disclose any Special Needs, including disabilities, medical conditions, dietary requirements, etc. at the time of booking in order to ensure that the Company will be able to make arrangements to satisfy the Client's needs. The Company shall ensure that the needs of the Client can be met prior to making a confirmation of the booking. Any information collected shall remain private as explained in our Privacy Policy. However, it may be necessary to provide some or all of the collected information to supplier(s) to ensure that the Client's needs are met.

Acceptance of Risk

Clients are only accepted on the understanding that they accept, appreciate and understand the possible risk of adventure travel and that they agree to take these risks of their own free-will. The Client will comply strictly with the laws and customs of all countries visited, weather in respect of health, immigration, exchange control, drugs or any other matter. The Client agrees to comply with all reasonable instructions of the Tour Leaders, Guides, employees and agents of the Company.

Complaints

We make every effort to ensure that your Tour runs smoothly, but if you do have a problem during your Tour, please inform the relevant supplier (i.e. the hotel manager) immediately who will make every effort to fix the problem. If your complaint is not resolved locally please contact us by telephone. Contact numbers for local suppliers will be provided before departure and they should be contacted first as they are in the best place to resolve the problem quickly. You may also contact our United States office at +1 (302) 722-6226 or the region office. Failure to notify our office quickly will affect our ability to investigate and resolve your complaint, and may affect your rights under this contract. If the problem was resolved and you wish to further your complaint, you must send a formal written notice of your

complaint by email to customer.service@etripafrica.com within 30 days of the end of your Tour, giving your booking reference and all other relevant information.

Jurisdiction

These booking conditions and any agreement to which they apply are governed under the laws of the State of Delaware. By entering into this agreement, the two parties agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of the State of Delaware, United States of America.

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