



## IMPORTANT NOTICE: CLIENT WARRANTIES, LIMITATIONS OF RIGHTS, DISCLAIMERS & INDEMNITIES

*This notice contains important provisions that limit the liability of African Safari Group ("ASG"), require you to provide warranties and assume risk, and require you to indemnify ASG.*

This document contains extracts of the key provisions in the **African Safari Group** Terms where your rights are limited, where ASG disclaims liability, and where you provide ASG with warranties, accept risk or indemnify ASG. The full Terms are available here: <https://www.africansafarigroup.com/terms-and-conditions/>

### PLEASE READ IT CAREFULLY

#### 1. ASG Acts as Agent Only

ASG acts solely as an agent and intermediary in arranging travel, accommodation and related services with third-party suppliers. Your contract for those services is directly with the relevant supplier, not with ASG.

#### 2. Limitation of ASG's Liability

To the fullest extent permitted by law, ASG is not liable for any injury, illness, death, loss, damage, delay or irregularity arising from:

- the acts or omissions of suppliers or third parties;
- defects or failures in supplier services;
- supplier insolvency or liquidation; or
- events beyond ASG's reasonable control (including force majeure events).

#### 3. Indemnity

You indemnify and hold harmless ASG, its directors, employees and agents, against any claim or loss brought by or on behalf of any person included in your booking, except to the extent caused by ASG's gross negligence or wilful misconduct.

#### 4. Cancellation, Changes & Refunds

All bookings are subject to strict cancellation and amendment terms. Cancellations, date changes or reductions may result in partial or full forfeiture of amounts paid, including 100% of the booking value, depending on the timing of cancellation and the applicable supplier terms. Any refunds (if applicable) are subject to supplier approval and banking or administrative deductions. See section 6 of the ASG Terms.

#### 5. Non-Refundable Service Fees

ASG's service fee is earned upon confirmation of your booking and is non-refundable, regardless of cancellation, date changes, supplier refunds or force majeure events. You agree not to initiate a chargeback without first notifying ASG and allowing it an opportunity to resolve the dispute.

#### 6. Client Warranties

By making a booking, confirming a booking or signing this notice, you expressly warrant and agree that:

- 6.1. **Legal Capacity:** You are at least 18 years of age and have the legal capacity to enter into this agreement.
- 6.2. **Authority and Mandate:** You have the full knowledge, express authority, mandate and informed consent of all persons included in the booking (including minors), and you undertake to draw these terms and conditions to their attention and ensure that they understand and agree to be bound by them.
- 6.3. **Minors:** Where you act on behalf of any minor, you warrant that you are their parent, legal guardian or duly authorised representative with full legal authority to bind them to these terms.
- 6.4. **Supplier Terms:** You have familiarised yourself with and accept all applicable third-party supplier terms and conditions, which apply directly to your booking and are incorporated into your agreement with ASG.
- 6.5. **Accuracy of Information:** All information provided by you (including personal, travel and booking details) is true, accurate and complete, and you will notify ASG promptly of any changes.
- 6.6. **Travel Documents and Legal Compliance:** You and all persons in your booking will comply with all passport, visa, health, entry and exit requirements and hold all required valid documentation.
- 6.7. **Travel Insurance:** You will obtain and maintain full and comprehensive travel insurance (including medical, evacuation and cancellation cover) for all persons included in the booking.
- 6.8. **Payment Authority and Risk:** You are authorised to use the selected payment method and accept all risks associated with your chosen payment platform or intermediary.
- 6.9. **"As Is" Services:** You acknowledge that travel products and services are provided on an "as is" basis by third-party suppliers, and that ASG makes no independent warranties in respect thereof.

#### 7. Risk Acknowledgement and Assumption of Risk

