

## **Terms and Conditions**

**Rates quoted are valid through December 15, 2012, and include:**

### **1. Accommodations**

First-class hotel accommodations based on twin-bedded rooms with private bath or showers. Categories assigned to hotels reflect the opinion of Daima Tours & Travel.

### **2. Meals**

Three meals daily per the itinerary, based on evening luxury African safari vacation arrivals on Day 2.

### **3. Air Transportation**

Your travel agent should arrange international flights or Daima Tours & Travel is happy to refer you to our preferred purveyor of air tickets. Airfares listed in our website or brochure represent sample rates in coach class, do not include taxes and are subject to availability. All internal African flights must be purchased through Daima Tours & Travel.

### **4. Luggage**

Tour rates include the transport and handling of two pieces of luggage per person per airline regulations. Guests are urged, however, to travel with only one medium-size suitcase. On certain flights within Africa, strict luggage restrictions apply; details are provided in tour documentation. Luggage and personal effects are at owner's risk throughout the tour.

### **5. Taxes**

The tour program includes hotel taxes as imposed by city and state governments, entrance fees to National Parks and Game Reserves, and airport taxes for intra-country flights. International airport taxes are not included.

### **Not Included in Quoted Tour Rates:**

Cost of obtaining passports, visas, travel insurance, excess baggage charges, items of a personal nature such as drinks, laundry, communication (calls, faxes, emails, etc.), international airport departure tax (to be paid in U.S. dollars or acceptable foreign currencies), deviations from the tour, and gratuities to safari directors, tour leaders, drivers, rangers and trackers.

### **Travel Insurance**

The Daima Tours & Travel Passenger Protection Plan (or any travel insurance), which also provides protection against lost or damaged luggage, is highly recommended. Check with your travel agent or ask a Daima Tours & Travel representative.

### **Registration**

A deposit of 20% is required at the time of booking. The balance or final payment is due 90 days prior to departure.

**Cancellations**

Cancellations received by Daima Tours & Travel 90 days or more prior to departure are subject to a \$500 per person cancellation penalty; cancellations received 89-60 days prior to departure are subject to a penalty of 20% of the total retail tour rate; 59-30 days is 50% of the tour rate. Cancellations received 29 days or less are subject to forfeiture of 100% of the entire retail tour rate including internal airfare. Trip cancellation insurance is strongly recommended.

**Arrangements**

Quoted tour rates include planning, handling and operational charges, based on the current rate of exchange and tariff as of December 2008. In the event of an increase in foreign exchange or tariff rates, rates are subject to revision.

**Guaranteed Departures**

Daima Tours & Travel guarantees departure of all group programs once a deposit is paid excepting only cases of force majeure. This includes any major world event that adversely affects international travel patterns and circumstances beyond Daima Tours & Travel control.

**Responsibility**

Daima Tours & Travel, its employees, shareholders, officers and directors (collectively "Daima Tours & Travel") does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground or safari operators, including, without limitation, various entities which may utilize the Daima Tours & Travel name, guides, entertainment, food or drink service providers, equipment suppliers, etc. As a result, Daima Tours & Travel is not responsible for any negligent or willful act or failure to act of any such person or entity. In addition, Daima Tours & Travel is not responsible for any negligent or willful act or failure to act of any person or entity it does not own or control, nor for any act or inaction of any other third party not under its control.

Without limitation Daima Tours & Travel is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, 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, failure to act, breach of contract or violation of local law or regulation of any third party such as an airline, train, hotel, bus, taxi, van or safari operator, local ground handler or guide, whether or not it uses the Daima Tours & Travel name, financial default or insolvency of any supplier and/or restaurant which is, to, or does supply any goods or services for this trip. Similarly, Daima Tours & Travel is not responsible for any loss, injury, death or inconvenience due to delay or changes in schedule, overbooking of accommodation, default of any third party, attacks by animals, injury or death while on activities sponsored by lodging facilities or by other third parties, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, acts of God or government, acts of terrorism, or the threat thereof, force majeure, war, quarantine, epidemics, or the threat thereof, criminal activity, or any other cause beyond its control.

Baggage is at "owner's risk" throughout the tour unless insured. The right is reserved to alter or cancel the itinerary, at Daima Tours & Travel's sole discretion, as it may deem necessary or advisable. Daima

Tours & Travel reserves the right to decline to accept or retain any passenger on any of its tours if, in its sole discretion, it deems accepting or retaining any such passenger as being detrimental to the tour. In the event any passenger is removed from a trip, Daima Tours & Travel's only obligation is to refund to that person that portion of the payment allocable to unused services. Air arrangements are based on [December 15, 2011 airfares which are subject to change. Rates may vary accordingly. Sample airfares are Special/Promotional Fares and cannot be combined with any other promotional fares or offers. Should you cancel or change your air reservation before or after you depart, cancellation penalties may apply. All airfares and conditions are subject to change.

All scheduled airline flights are occasionally subject to overbooking, delay or cancellation. If this occurs, Daima Tours & Travel will use its best efforts to assist clients in finding alternative arrangements. Daima Tours & Travel, however, is not responsible for any such events and the costs associated therewith.

Photography: Daima Tours & Travel may take photographs or film of its trips and trip participants, and participant grants Daima Tours & Travel express permission to do so and for Daima Tours & Travel to use such for promotional or commercial use.

Unused Services: There is no right to a refund for any unused services.

Changes in the Responsibility clause can be made only in writing signed by an officer of Daima Tours & Travel.

#### **ARBITRATION**

Any and all disputes arising out of or relating in any way to these Terms and Conditions, to Daima Tours & Travel's website, brochures or any other of its literature or sales presentations, to this website, or any other information relating in any way to your trip with Daima Tours & Travel, or to the trip itself, shall be resolved solely and exclusively by binding arbitration according to the then current commercial rules of the American Arbitration Association. Any such arbitration will take place in Saint Louis, Missouri. In any such arbitration, the substantive (but not procedural) law of Missouri will apply.