

Booking Terms & Conditions

ACCEPTANCE, GUEST REPRESENTATION AND CONSENT:

- + The primary agent or traveller making any booking with Time and Tide Ltd (the **Company**), represents and warrants that he or she has authority to enter a contract on behalf of all other persons included in the reservation (collectively referred to as the **Guest**) and in the event of the failure of any of these persons to make payment, the primary traveller agrees to be personally responsible for all charges associated with the reservation. The payment of the deposit or any other partial payment for a reservation on a safari constitutes a consent by all of the Guests covered by that payment to all provisions of the terms and conditions contained herein (as well as such further terms and conditions, including but not limited to the Company's General Terms and Conditions, as may be contained on the Company's website www.timeandtideafrica.com, (copies of which are available upon request) whether or not the Guest signs the reservation or any other document.

PROVISIONAL BOOKINGS:

- + Bookings made on a provisional basis must be confirmed within 14 days. The Company reserves the right to cancel any booking that is not confirmed within this period. In extraordinary circumstances, we will hold for longer than 14 days. Should there be requests for the same dates, we will require confirmation of the booking and payment of the deposit within 48 hours.

AGENT SITE INSPECTIONS / FAM TRIP BOOKINGS:

- + TIME + TIDE reserves the right to change the camps allocated in the original itinerary without prior consultation. Changes can be made up to 3 days before arrival and the agent will also be notified of any amendments made.

2020 PAYMENT:

- + A deposit of 25% or the cost of any flights booked (whichever is greater) is required to secure bookings made prior to 30 days before the start of the Safari
- + Payment must be made in the currency specified in the invoice
- + The Company reserves the right to cancel bookings if not paid in full by the required deadlines
- + Full payment is due 30 days prior to arrival and The Company accepts two methods of payment:
 - *Electronic Bank Transfers*: Funds transferred to TIME + TIDE should be the full amount invoiced. The payee is liable for all foreign exchange commissions and/or bank charges
 - *Credit card payment*: TIME + TIDE accepts payment by all major credit cards. A service fee of 4% will be charged for each transaction

2021 PAYMENT:

- + A commitment fee of 20% of the total cost of your booking or the cost of any third-party services held, whichever is higher, is required to confirm the booking and secure the space. This is non-refundable and due within 14 days of confirmation
- + This commitment fee is required to secure bookings made prior to 45 days before the start of the safari
- + Payment must be made in the currency specified in the invoice
- + The Company reserves the right to cancel bookings if not paid in full by the required deadlines

- + Full payment is due 30 days prior to arrival and The Company accepts two methods of payment:
 - *Electronic Bank Transfers:* Funds transferred to TIME + TIDE should be the full amount invoiced. The payee is liable for all foreign exchange commissions and /or bank charges
 - *Credit card payment:* TIME + TIDE accepts payment by all major credit cards. A service fee of 4% will be charged for each transaction

Account Name: Time and Tide Ltd (USD)

Account No: 000441823572

Detail: The Mauritius Commercial Bank Ltd - Port-Louis, Mauritius

Swift: MCBLMUMU

IBAN: MU86MCBL0944000441823572000USD

FESTIVE SEASON TERMS:

Festive Season is determined as 20 December to 05 January

Zambia:

- + Minimum stay of 3 nights at all Zambian camps

Madagascar:

- + Minimum stay of 5 nights
- + Provisional space will only be held for 7 days before releasing
- + Full payment is required 90 days before travel

EXCLUSIVE USE BOOKINGS:

Zambia:

- + Non-refundable commitment fee of \$5,000 required when holding provisional dates for longer than 14 days, this will go towards the cost of the booking should it confirm

Madagascar:

- + Minimum stay of 4 nights
- + For stays of longer than 4 nights, we will block and charge the night after departure, to minimise disruption for guests and ensure the best experience on the day of departure
- + Non-refundable commitment fee of 20% of the total booking value is required to secure space

Full and final payment of the remaining balance is required 90 days before travel

2020 CANCELLATIONS:

- + Confirmed flights are non-refundable
- + Cancellation fees will be charged as below depending on how far in advance the booking is cancelled (with further notes below):
 - Cancelled between 120 - 91 days before arrival = 25% of the cost of the booking
 - Cancelled between 90 - 61 days before arrival = 50% of the cost of the booking
 - Cancelled between 60 - 31 days before arrival = 75% of the cost of the booking
 - Cancelled within 30 days before arrival = 100% of the cost of the booking

2021 CANCELLATIONS:

- + Confirmed flights are non-refundable
- + Cancellation fees will be charged as below depending on how far in advance the booking is cancelled (with further notes below):
 - Cancelled between confirmation date & 46 days: 20% of the total booking value
 - Cancelled between 45 - 0 days before arrival = 100% of the total booking value is due

AIRFARES & DELAYS:

- + Airfares are subject to change without notice prior to ticketing. Any extra costs will be passed on for your account. The Company is not responsible for any airline schedule or airfare changes, cancellations, overbooking or damage or loss of baggage and property. You must make all claims for any loss or injury suffered on any airline directly with the airline involved. Keep in mind that air schedule changes may necessitate adding additional nights to your tour. These schedule changes are beyond the control of the Company and any resulting additional costs are the Guest's sole responsibility. The Company is not liable for any delays or additional costs incurred because of airlines not running on schedule, including in the event of flight cancellations. Accuracy of Information: You are responsible for the accuracy of all information concerning your trip, including dates, dietary requirements, airline and travel reservations, and trip particulars. Please read all travel documentation carefully and notify the Company of any errors or omissions in advance of your departure. The Company is not responsible for loss, damage or injury arising from any shortfall, error or omission in the information provided during the booking process or subsequent delivery of the tour services.

ITINERARY AND OTHER CHANGES:

- + Although every effort is made to adhere to schedules, routes, lodges and camps occasionally may change while on safari as dictated by changing conditions. Such conditions may be caused by seasonal rainfall on bush tracks, airfields and in game areas, by game migrations from one region to another, lodge and camp over-bookings, airline delays and schedule changes or other booking problems or the like. The Company is not responsible for such external events or resulting itinerary changes. If a Guest initiates any change to the safari itinerary, including accommodations, flights, services, etc., the Guest is responsible for all expenses arising from that change. These additional expenses are the responsibility of the Guest to pay for directly. The Guest acknowledges and agrees that the Company is entitled to modify, improve, discontinue or otherwise cancel any part of a safari or provision of services by the Company for whatever reason at its sole discretion and without notice to the Guest.
The Guest agrees and acknowledges that the Company is entitled to provide services to the Guest through subsidiaries or affiliated entities.

ALL ZAMBIAN CAMPS:

- + Rates include:
 - **South Luangwa:** All meals, accommodation, transfers to/from local airport, standard drinks, laundry, service charge & 2 daily activities: Game drives (day + night), walking safaris, seasonal boating (approximately December to April) and cultural visits. The rate excludes premier spirits, wines, champagnes, entry visas, flights, spa treatments, gratuities, personal expenses, and extras
 - **Lower Zambezi:** All meals, accommodation, transfers to/from Royal Airstrip, standard soft drinks, House wine, beer and spirits, laundry, service charge & 2 daily activities Game drives (day + night), walking safaris, boating, fishing, canoeing and cultural visits. a transfer fee of US\$60 per person in 2020 and US\$70 in 2021, each way will apply for all guests travelling to and from Jeki Airstrip.
TIME + TIDE Chongwe House and Albida Suite have private activities. The rate excludes premier spirits, wines, champagnes, entry visas, flights, gratuities, personal expenses and extras
 - **Liuwa Plain:** Our rates include all meals, accommodation, transfers to/from Kalabo Airstrip*, standard drinks, laundry, service charge & 2 daily activities: Game drives (day + night), walking safaris, seasonal canoeing, and cultural visits. The rate excludes premier spirits, wines, champagnes, entry visas, flights, gratuities, personal expenses, and extras.

- Helicopter Transfers - Maximum luggage weight of 20kg + small handbag per person. * We endeavour to provide helicopter transfers to/from TIME + TIDE King Lewanika, however, due to unforeseen circumstance this is not always possible. If the helicopter is not operational, guests will be transferred by road in an open game viewing vehicle.
- + Activities include: Game drives (day and night), walking safaris, cultural visits, canoeing (seasonal) and boat cruises (seasonal). Fishing and canoeing are available at Lower Zambezi Camps all season. For canoeing and walking safaris, the minimum age is 12 years old and is at the guide's discretion
- + Check-in time is 1400 - if your accommodation is available on arrival, early check-in is allowed at no extra cost
- + Check-out time is 1000 - if your accommodation is available on departure, a late check out is available at no extra cost

TIME + TIDE MIAVANA

- + Rates include all meals, accommodation, activities listed below, selected wines, spirits and bar drinks, laundry, and service charge. The rate excludes high-end premium wines and champagnes, entry visas, flights, deep-sea fishing, helicopter adventures, spa treatments and any privately guided activities or lessons.
- + Activities include: Guided lemur walks on Nosy Ankao, forest walks, scuba diving, snorkelling, cultural visits, boat cruises, half-day fishing trips, kayaking, stand up paddleboarding, kite surfing and bicycling
- + Check-in time is 1400 - if your Villa is available on arrival, early check-in is allowed at no extra cost
- + Check-out time is 1100 - if the Villa is available on Departure, a late check out is available at no extra cost
- + If early or late check-in must be guaranteed in advance, the full nightly rate for the night before or after will be added to your invoice
- + Helicopter transfers:
 - TIME + TIDE operate two Robinson Turbine R66 helicopters and each helicopter takes a maximum of four passengers and flies with one pilot
 - Helicopters only operate during daylight hours, no exceptions are made
 - Unless requested, all helicopter transfers are shared
 - Maximum luggage weight of 20kg (44lbs) + small handbag per person
 - Soft-sided luggage is required due to storage hold size limitations of the helicopters
 - Excess luggage is not guaranteed to be brought to TIME + TIDE Miavana and if Guests want to guarantee excess luggage, they should inform the company well in advance, and this will incur an additional cost
 - Helicopter transfers to/from areas in Northern Madagascar other than Nosy Be and Diego Suarez can be arranged at an additional charge. Please discuss with your Travel Designer
 - Arrival and departure times are confirmed prior to arrival; if for any reason guests are delayed on/off the island, Time + Tide cannot be held responsible if guests are unable to get to Nosy Ankao / mainland Madagascar. Any forced overnights in Diego Suarez or Nosy Be are for the agent's / guests account

INSURANCE:

- + Upon confirmation of the booking, the Guest is solely responsible to ensure that he/she takes out the appropriate comprehensive travel and medical insurance. This insurance should include, at a minimum, coverage for the following: cancellation or curtailment of the safari and any associated air travel, emergency evacuation expenses, medical expenses, repatriation expenses, damage, theft or loss of personal baggage, money and goods. We recommend you consult with your insurance provider to identify any additional coverage available to you. The Company is not responsible for any losses or costs incurred or suffered by the Guest, or Guest's dependents or travelling companions, concerning, but not limited to, any of the

above-mentioned events. The relevant service providers will charge Guests directly for emergency services, and Guests may find themselves in a position unable to access such services should they not carry the relevant insurance coverage.

MEDICAL & HEALTH:

- + Guests should understand that while a high level of fitness is not required, a measure of physical activity is involved in all safaris and tours. Participation on a safari requires that you be in generally good health. It is essential that persons with any medical problems or related dietary restrictions make them known to us well before departure. We will endeavour to address your restrictions but are not responsible for any limitations on the tour arising from your physical or medical condition or dietary needs. Guests should take anti-malaria precautions, which are the sole responsibility of the Guest. The Company is not responsible for the accuracy of any medical information you supply us or that we supply to health care providers on your behalf. You should consult your doctor for up to date requirements and personal recommendations well before embarking on your safari trip.

TRAVEL AND MEDICAL DOCUMENTS:

- + It is the responsibility of the Guest to ensure that he/she and the Guest's dependents have all the appropriate travel and medical documents, including passports, travel permits, parental travel consent forms, vaccination certificates and the like. It is your responsibility to report on time for all travel arrangements and to ensure that you have all travel tickets and documents. The Company is not responsible for any additional costs if you fail to do so and, in the case of passengers being refused entry by any immigration or other authority, all repatriation costs are to be borne by the traveller.

RISKS:

The Guest understands that there are dangers, hazards and risks (Risks) inherent and associated with safari activities and other services provided by the Company on tour, which may be present at any time before, during and after the Guest's tour, including but not limited to:

- + The propensity of any wild animal to behave in ways that may result in injury, harm, or death to the Guest, other persons (related or non-related), animals or objects
- + The inherent danger that wild animals, reptiles, insects and plants pose for persons, other animals and objects
- + The potential for the Guest, other participants, and other persons to behave in a negligent manner that may contribute to injury to themselves or others
- + Conveyance in or on any vehicle or other mode of transport (open or closed) on roads, in the bush or wild, in the air or on water, including any defect in any vehicle or other means of transportation used during the trip:
 - The potential for vehicle or other transportation accidents
 - The potential for theft or loss of any personal property
 - The potential for the Guest's air carrier increasing flight prices or changing flight arrival or departure dates and times
 - The potential for losses or expenses due to sickness, weather, labour strikes, terrorist's acts, hostilities, wars, natural disasters, or other such causes, resulting in the alteration, delay, extension or cancellation of the safari
- + Death, injury, or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature, whether severe or not, temporary or permanent, that may occur because of participating in the safari, including contact with the wild or domesticated animals, physical surroundings, environment, equipment or persons
- + Loss, injury, illness, or death because of participation in the safari, including but not limited to loss, death or injury because of any natural disaster or event, or extreme weather conditions

- + Loss or injury, illness or death because of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of government or authority.

Whilst the Company will take reasonable steps to ensure that the safari and other services provided are of an acceptable standard, the Guest acknowledges and voluntarily accepts and assumes all responsibility for all Risks and agrees to the indemnity and limitation of liability below, which shall apply except if the Company is found to be negligent in relation to the Guest's participation in the safari or provision of services.

INDEMNITY AND LIMITATION OF LIABILITY:

By agreeing to participate in any safari or services provided by the Company, the Guest agrees to:

- + release and discharge the Company, including its subsidiaries, related entities, and group companies and all their directors, officers, employees, agents, assigns, associates, outfitters, contractors, service providers, and/or suppliers (the Indemnified Parties) from any claims, actions, proceedings, damages, loss, costs, and expenses including, without limitation, any direct, indirect, special, incidental, consequential, or punitive damages (Claim) which the Guest/s (or the Guest's heirs, executors or administrators) may have against the Indemnified Parties by reason of any matters, cause or thing whatsoever, including inter alia, death, disability, injury, loss, theft or damage to property, delays and cancellations of expeditions arising from or relating directly or indirectly to the Risks and generally the Guest's participation in the safari or services provided by the Company
- + indemnify and hold harmless the Indemnified Parties against any such Claims relating to or arising because of the Guest's participation in the safari, services or related activities or due to any other matters, cause or thing whatsoever, including inter alia death, disability, injury, loss, theft or damage to property, delays and cancellations of expeditions

NO REPRESENTATIONS OR WARRANTIES:

- + The Guest acknowledges that it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) made by the Company in respect of the Safaris or any other services. The Company does not make any express or implied warranties, endorsements, or representations whatsoever as to the operation of the safaris or other services provided on tour to the Guest. This shall include, but not be limited to, implied representations as to licenses, certificates, regulatory or governmental authorisations in relation to the safaris or other services.

GENERAL:

- + The Guest accepts that all statements made and/or information given by the Company are provided in good faith and are not to be construed as in any way affecting or waiving the booking terms and conditions. Where any booking is made by an Agent on behalf of a Guest, it is the Agents responsibility to ensure that the Guest is aware of and accept the conditions as set out by the Company herein as well as such further terms and conditions (including but not limited to the Company's General Terms and Conditions) as may be contained on the Company's website:
www.timeandtideafrica.com

ENTIRE AGREEMENT:

- + The Guest understands and agrees that the above terms and conditions constitute the entire general agreement between the Guest and the Company. The Guest also acknowledges that he/she may be subject to additional terms and conditions when they use, purchase or access other services, affiliate services or third-party services during their tour.

- + ***Changes to the Terms:*** The Company reserves the right to modify these terms and conditions from time to time at its sole discretion and without any notice. Changes to these terms and conditions become effective on the date they are posted on the website of the Company and the Guest agrees to be bound by them.

ASSIGNMENT:

- + This contract may not be assigned by the Guest without the prior written consent of the Company.

SEVERABILITY:

- + If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the contract.

GOVERNING LAW:

- + This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

JURISDICTION:

- + Each party irrevocably agrees that the courts of Mauritius shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).